OPTIMUS COMMUNICATIONS, LLC
DBA OPTIMUS BROADBAND
PO Box 742
Grand Junction, CO, 81502
970-609-1234
tylor@optimusnet.us

Date: 2/1/26

NOTICE OF OWNERSHIP TRANSFER – LANDS END TOWER SITE

To Whom It May Concern:

This letter serves as formal notification that the telecommunications tower site commonly known as **Lands End**, located at:

Latitude: 39°02'57.05" N
Longitude: 108°15'06.20" W

has been sold by **Optimus Communications, LLC, doing business as Optimus Broadband**, to **Buford Enterprises**.

The transfer of ownership became effective on **February 1, 2026**. As of that date, Buford Enterprises has assumed ownership and responsibility for the Lands End tower site and any associated rights, interests, and obligations related to the property.

Accordingly, all future correspondence, site access requests, lease administration matters, maintenance coordination, operational inquiries, and other business relating to the Lands End tower site will stay the same.

Should you have any questions regarding this transfer, please contact Optimus Broadband.

Sincerely,

Mark McGowan
Owner
Optimus Communications, LLC
DBA Optimus Broadband

Signature: _____

Date: 2/1/26

Tylor McGowan
Managing Member
Optimus Communications, LLC
DBA Optimus Broadband

Signature: _____

Date: 2/1/26

Ownership Transfer Summary

Site Name: Lands End Tower Site

Coordinates:
Latitude: 39°02'57.05" N
Longitude: 108°15'06.20" W

Previous Owner:
Optimus Communications, LLC
DBA Optimus Broadband

New Owner:
Buford Enterprises

Effective Date of Transfer:
February 1, 2026

Purchase & Sale Agreement

THIS AGREEMENT ("PSA") is made and entered into as of the 1st day of March 2021, by and between The City of Grand Junction, a home rule municipality whose address is 250 North 5th Street, Grand Junction, CO 81501-2668 ("City"), and Optimus Communications, LLC, a limited liability company whose address is 288 28 Road, Grand Junction, CO 81503 ("Optimus");

WHEREAS, the City is the owner of real estate suitable for use as a telecommunication transmission site more specifically described in Exhibit A ("Site") and improvements located thereon consisting of a building and communications tower ("Property"); and

WHEREAS, the City wishes to sell, and Optimus wishes to purchase the Property and to operate telecommunications operations from the tower and building with associated equipment, cable and facilities, over and upon the Site, subject to the terms, conditions, and limitations hereinafter set forth;

WHEREAS, contemporaneous herewith the parties have entered into a lease of the Site and access thereto ("Lease"), a copy of which is attached as Exhibit B.

NOW THEREFORE, in consideration of the recitals above and the terms, covenants, conditions and restrictions contained herein, the parties agree as follows;

1. Seller: The City of Grand Junction, a home rule municipality.

2. Optimus: Optimus Communications, LLC, a limited liability company.

3. Property: Telecommunications tower and building with associated equipment, cable and facilities, over and upon the Site.

4. Proposed Use: Conduct of telecommunications business operations from transmission towers, building and associated equipment, cable and facilities, over and upon the Site under the terms of the Lease.

5. Consideration: Upon execution of this Agreement Optimus will pay to the City a purchase price of $2,500 for the Property. Upon such payment City will execute and deliver to Optimus a bill of sale of the Property warranting title to the same against all persons claiming an interest therein by, through or under the City, except Tower Space Lease Agreement dated as of the 1st day of November, 2019, between the City and North Fork Valley Public Radio, Inc.

6. Contingencies:

   a. Optimus agrees to purchase the Property "as is" and waives any and all express or implied warranties of condition or habitability, suitability for occupancy, use or habitation, fitness for particular purpose.
   b. Optimus agrees to purchase the Property upon execution of and subject to the written terms and conditions of that certain existing lease agreement, namely, Tower Space Lease Agreement dated as of the 1st day of November, 2019, between the City and North Fork Valley Public Radio, Inc.
   c. Optimus agrees that upon the termination of telecommunication operations on the Site and/or vacation of the Site, to remove any and all of Optimus's Property, including but not limited to the decommissioning and/or demolishing the structures.
   d. City shall not solicit, entertain, or accept any offer to purchase the Site from a third party prior to termination of the Lease, including any extended term as provided therein.
   e. Notwithstanding anything herein to the contrary, it is specifically understood that this PSA and the obligations of the undersigned are conditioned upon the execution by Optimus and City, to the maximum extent feasible, of all the terms described herein and execution of the Lease within the specified timelines provided. In the event that the Optimus is unable to comply with the timelines herein for any reason, City will make good faith effort to extend the term of this PSA by a reasonable additional time period beyond the specified timelines provided herein. The sole exception to this right to extend this PSA is if City determines in good faith and provides to Optimus supporting documentation to the effect that there is no reasonable likelihood that Optimus will be able to comply, in which case this PSA shall be terminated. In the event of termination, each party shall be responsible for its own costs and expenses and no party shall have a claim against the other for any such costs and expenses.

7. Additional Provisions:

   a. In the event any of the provisions, or applications thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or applications thereof, shall not be affected.
   b. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Optimus, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the City and the Optimus that any other person other than the City and/or the Optimus receiving any benefits from this Agreement shall be deemed to be incidental beneficiaries only.
   c. This Agreement shall be deemed to have been made and performed in and shall be construed and interpreted in accordance with the laws of Colorado, the City of Grand Junction, Mesa County, Colorado.

d. The parties agree that in the performance of the terms and requirements of this Agreement by the Optimus that time is of the essence.
e. The parties acknowledge and agree that the provisions contained herein and, in the Lease, constitute the entire Agreement and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect.
f. This Agreement may be executed in counterparts. Each counterpart shall be deemed an original and all taken together shall constitute one and the same instrument.
g. Unless the context requires otherwise, words denoting the singular shall be construed as including the plural, and words in the plural shall be construed as including the singular. Words of one gender shall be construed as including another gender or neuter if appropriate within the context.
h. This Agreement is a result of negotiations between the parties. Therefore, this Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if all parties have prepared it.

8. Dispute Resolution, Attorney Fees and Costs:

a. Disputes arising under or related to this Agreement shall be resolved by mediation by a mutually agreed upon mediator. If mediation is unsuccessful the parties may elect to arbitrate or either may elect to file a judicial claim for relief pursuant to the Colorado Rules of Civil Procedure. The parties hereto agree that a final determination from mediation shall be a precondition to other action being taken.
b. If any party commences litigation to enforce or interpret any portion of this PSA, the prevailing party in such action shall be paid by the non-prevailing party or defaulting party the prevailing party's costs and reasonable attorney fees, to be awarded by the court.

9. Signed and Agreed:

City of Grand Junction, a home rule municipality,

By: _____
Greg Caton, City Manager

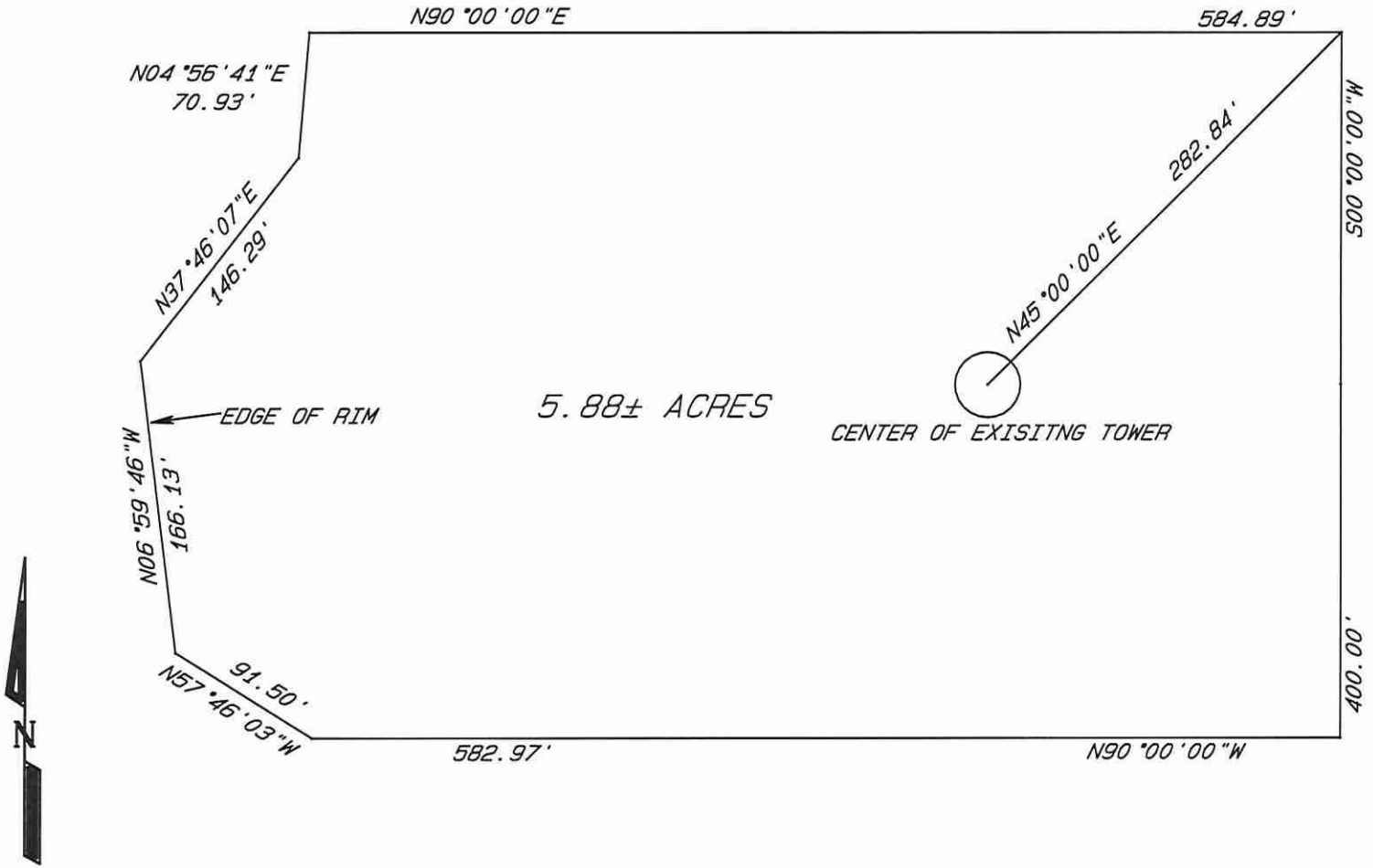
Dated: 2/23/2021

Optimus Communications, LLC, a limited liability company,

By: _____
Mark McGowan, Managing Member

Dated: 3/2/2021

Exhibit A



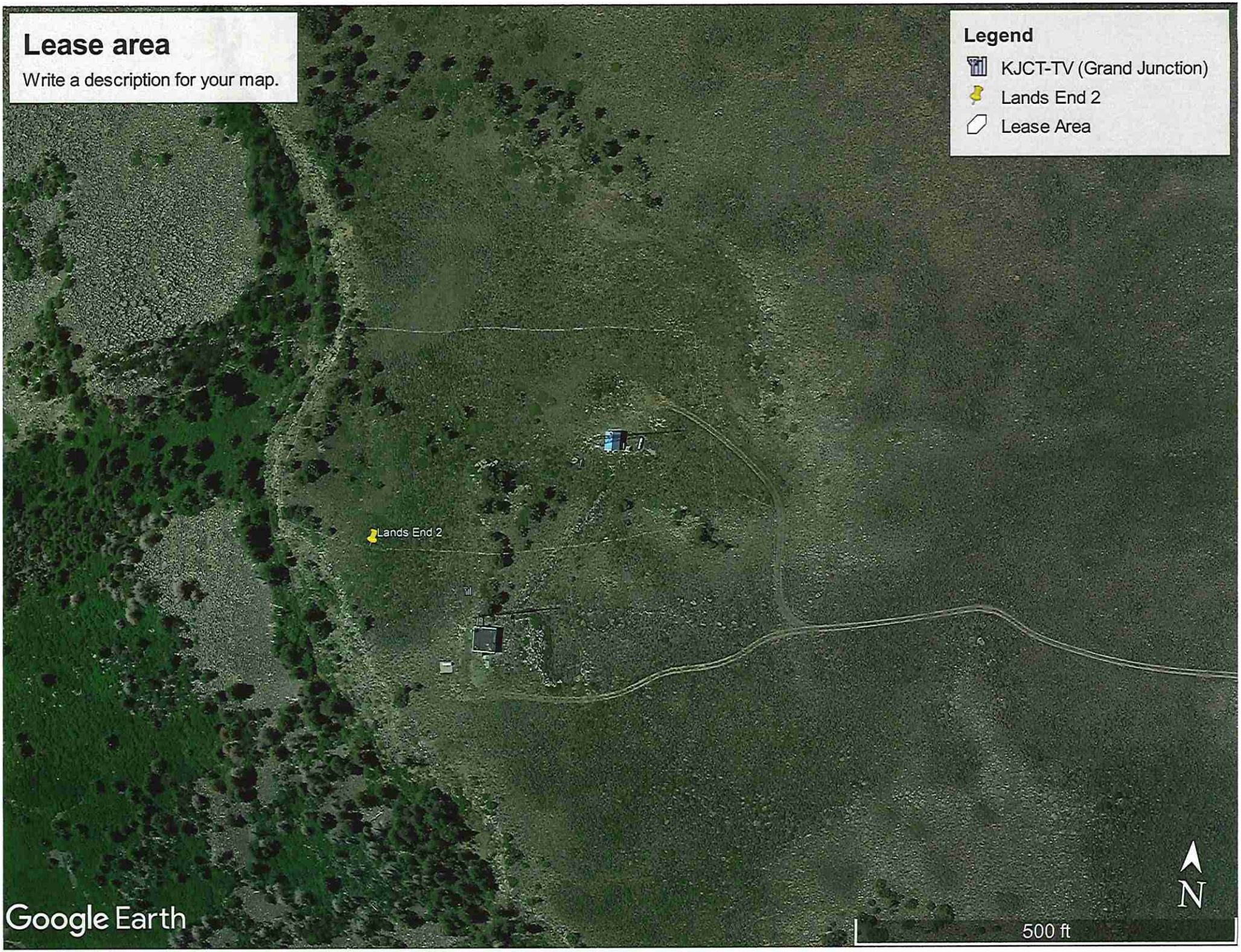
SCALE 1" = 100 '

A parcel of land situate in the NE 1/4 Section 32, Township 11 South, Range 97 West of the 6th Principal Meridian, Mesa County, Colorado being described as follows;
Commencing at the center of the concrete base of an existing tower;
thence N45º00'00"E a distance of 282.84 feet to the Point of Beginning;
thence S00º00'00"W a distance of 40.00 feet;
thence N90º00'00"W a distance of 582.97 feet more or less to the rim of Grand Mesa;
thence N57º46'03"W a distance of 91.50 feet along said rim;
thence N06º59'46"W a distance of 166.13 feet along said rim;
thence N37º46'07"E a distance of 146.29 feet along said rim;
thence N04º56'41"E a distance of 70.93 feet along said rim;
thence N90º00'00"E a distance of 548.89 feet to the Point of Beginning:
Said parcel contains 5.88 acres more or less.

CENTER OF BASE
LATITUDE = 39º02'57.05"N
LONGITUDE = 180º15'06.20"W

Exhibit B

Access Road: Beginning at a point from whence the U.S.G.L.O. Brass Cap Monument set for the East 1/4 corner of said Section 32 bears S 48°28'02" E a distance of 720.01 feet; thence running generally Easterly through Sections 32, 33, 34 and 35 in said Township and Range to a point in the Northeast Quarter of said Section 35; thence Southerly through said Section 35 to the U.S. Forest boundary, all as presently established on the ground and as shown on the attached Exhibit "A"


Lease area
Write a description for your map.
Legend
KJCT-TV (Grand Junction)
Lands End 2
Lease Area
Lands End 2
Google Earth
N
500 ft