



Charlene White
Vice President of Real Estate
7200 NW 86th Street, Suite M
Kansas City, MO 64153
Phone: 816-591-5095
Fax: 816-903-9401
E-mail: Charlene.White@upnfiber.com

June 21, 2017

Sent Via UPS

Scott Hoskins
City of Grand Junction
250 N 5th Street
Grand Junction, CO 81501

RE: Agreement for Sale of Conduit on Horizon Drive

Dear Scott,

Thank you for working through the Agreement for Sale of Conduit with me. Enclosed please find two partially signed copies of the Agreement for Sale of Conduit and blank Bill of Sales in addition to a check for \$20,000. Please return a fully signed original of the Agreement for Sale of Conduit and Bill of Sale to me for our records.

If you have any questions, please feel free to contact me. I look forward to working with you on future projects in the City.

Sincerely,

A handwritten signature in blue ink that reads "Charlene A. White".

Charlene White
Vice President, Real Estate
Unite Private Networks, LLC

7200 NW 86th Street, Suite M
Kansas City, MO 64068
Phone: 816-591-5095 Fax: 816-903-9401

AGREEMENT FOR SALE OF CONDUIT

This AGREEMENT FOR SALE OF CONDUIT ("Agreement") is made and entered into as of the 22nd day of June, 2017 by and between the City of Grand Junction, whose principal office is located at 250 N 5th St, Grand Junction, CO 81501 (hereinafter "Seller"), and Unite Private Networks, LLC, whose principal office is located at 7200 NW 86th Street, Suite M, Kansas City, MO 64153 (hereinafter "Buyer"). This Agreement shall be effective upon the date of last signature by the parties ("Effective Date").

RECITALS

WHEREAS, Seller has constructed and maintains a multiple conduit network and associated improvements in or near Horizon Drive (the "Conduit System"); and

WHEREAS, Buyer desires to purchase from Seller and Seller desires to sell to Buyer, one of the conduits, including access and rights of use to manholes and hand holes within the Conduit System (collectively the "Conduit"), and subject to the limitations provided herein; and

WHEREAS, Buyer desires to install within the Conduit fiber optic cable(s), including, possibly, micro-duct, duct dividers, or innerduct (the "Buyer Facilities").

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer (each a "Party" or both as "Parties") hereby agree as follows:

1. Sale of Conduit

- 1.1 Conduit Sale. Upon payment of the Purchase Price, as defined herein, and subject to the terms and conditions of this Agreement, Seller hereby agrees to sell, assign, grant, transfer and convey clear title to the Conduit to Buyer, and Buyer agrees to purchase from Seller, all of the right, title and interest in the Conduit as more particularly described in Exhibit A. The Conduit is sold as-is and without any interest in or to the land.
- 1.2 Maintenance. Each Party is responsible for maintenance of their respective Conduit and their own facilities (such as innerduct, cable, pull rope, locate wire, etc.) contained therein, and for all costs related to such maintenance or relocation. Buyer shall have the right to take all actions reasonably necessary to locate, maintain, repair, replace, join laterals to and add access points to the Conduit.
- 1.3 Access to the Conduit. Seller hereby grants to Buyer access, use and the ability to interconnect with handholes, manholes or other common access facilities in the Conduit System expressly limited to the extent to which Seller possesses the same. Access to the Conduit at common access facilities shall be coordinated with Seller and is subject to site rules and regulations. Seller shall not unreasonably delay or restrict Buyer access to the common access facilities. Connections to the Conduit may be accomplished either by intercepting the Conduit between common access facilities, as provided for in Section 1.3 above, or by penetration into common access facilities. Buyer or its contractor shall

perform installation of Buyer Facilities, splicing, penetrations into common access facilities and Conduit connections as determined by Buyer at Buyer's sole discretion. Notwithstanding anything contained in this Agreement to the contrary, Buyer's access, use and the ability to interconnect with handholes, manholes or other common access facilities in the Conduit System is expressly subject to the terms and conditions of any existing agreement limiting Seller's access, or right to convey the same, to Buyer. Buyer expressly agrees that in the event Seller loses the right to access any part of the Conduit System, or to grant access to the Conduit System to Buyer, Buyer expressly waives any claims, damages, and causes of action resulting from such loss of access.

2. Payment

2.1 Buyer agrees to pay Seller the amount listed on Exhibit B for the Conduit within thirty (30) days following Buyer's receipt of this fully executed Agreement and an invoice from Seller. Contemporaneously with payment, Seller will convey to Buyer, without further action, good title to the Conduits, free and clear of all liens and encumbrances. The transfer of title shall also be evidenced by a Bill of Sale in the form attached hereto as Exhibit C.

3. Taxes

- 3.1 Each Party shall be solely responsible for all taxes on its own business, the measure of which is its own net income or net worth, corporate property taxes, payroll taxes or franchise fees or any other fee for the use of the public right of way and shall be responsible for any related tax filing, payment, protest, audit and litigation.
- 3.2 Seller shall be solely responsible for the collection of an payment of all taxes, fees, levies, or withholdings of any nature (including without limitation ad valorem, real property, franchise, license and permit fees if any), together with any penalties, fines or interest thereon arising out of the transactions contemplated by the Agreement and/or imposed upon the conduit, or any part thereof, by any governmental authority ("Taxes") with respect to the construction or ownership of the conduit imposed or assessed prior to the Effective Date. Notwithstanding the forgoing obligations, Seller shall have the right to challenge any such Taxes so long as the challenge of such Taxes does not increase Buyer costs or materially, adversely affect the title, rights or property to be delivered to Buyer pursuant hereto. Upon Buyer's purchase of the Conduit, Buyer shall be responsible for any and all sales, use income, gross receipts or other tax pursuant to its purchase and use of the conduit. Buyer shall be solely responsible for any real or personal property taxes assessed upon the conduit.
- 3.3 It is understood and agreed as between the Parties that the grant of rights hereunder shall be treated for all purposes, including accounting and all applicable federal, state and local tax purposes, as the sale and purchase of the Conduit, and that Buyer shall be treated as the owner of the Conduit.
- 3.4 Buyer shall be solely responsible for any sales or use taxes assessed upon the Conduit with respect to the sale and purchase of the Conduit under this Agreement. Buyer shall

reimburse Seller for any such taxes which are required to be collected from Buyer and have been separately identified on the applicable invoice.

4. Limitation of Liability, Warranties and Representation

4.1 LIMITATION OF LIABILITY. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY TYPE WHATSOEVER, WHETHER FORSEEABLE OR NOT, ARISING UNDER OR RELATED TO THIS AGREEMENT. IN NO EVENT SHALL SELLER'S OR BUYER'S LIABILITY TO THE OTHER, INCLUSIVE OF THE COST OF DEFENSE OR INDEMNIFICATION REFERENCED IN PARAGRAPH 4.2, EXCEED THE AMOUNT OF THE PURCHASE PRICE DEFINED IN EXHIBIT B.

4.2 Warranties and Representations. Seller represents and warrants that construction of the conduit is complete and that the Conduit consists entirely of Schedule-80 PVC conduit or equivalent steel pipe and meets the specifications set forth in Exhibit B, that immediately prior to execution of this Agreement Seller was the owner of the full legal and beneficial title to the Conduit System, that Seller obtained all necessary permits, licenses, franchises and other authorizations required to construct and own the Conduit System, and that Seller had the good and marketable title to the Conduit is vested in Buyer free and clear of all liens, claims, encumbrances and right of others, subject to, and limited by, Section 1.3 above. Seller agrees to warrant and defend such title, at its expense, against the claims of third parties provided however that Seller shall not be responsible for obtaining any permits, licenses, franchises, or any other necessary authorizations for Buyer to own and operate the innerduct system. THE WARRANTIES SET FORTH IN THE AGREEMENT AND THE BILL OF SALE CONSTITUTE THE ONLY WARRANTIES MADE BY SELLER TO BUYER WITH RESPECT TO THIS AGREEMENT AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, WRITEN OR ORAL, STATUATORY, EXPRESS OR IMPLIED.

4.3 Buyer's sole and exclusive remedy for breach of the warranties in Section 4.2 above shall be repair and replacement, at Seller's cost and expense, of the portions of the Conduit found to be defective. In the event Seller fails to cure said defect within thirty (30) days of receiving written notice of such defective condition from Buyer, Buyer may cure the defect and invoice Seller for the cost of such cure. Seller shall reimburse Buyer for such costs within thirty (30) days of receipt of an invoice.

5. Default and Termination

5.1 A Party shall be in default of the Agreement if such Party breaches the terms and provisions of the Agreement and such breach continues for a period of thirty (30) days after receipt of written notice from the other Party ("Default"). Notwithstanding the foregoing, where any such breach (other than the payment of money) cannot reasonable be cured within such thirty (30) day period, and the breaching Party has proceeded promptly to cure the same and is prosecuting such cure with diligence, the time for

curing such breach shall be extended for an amount of time, not to exceed sixty (60) days, as may be necessary under the circumstances to complete such cure.

- 5.2 In addition to the specific remedies provided hereunder, upon any Default by a Party, the non-defaulting Party may: (i) take such action as it determines, in its sole discretion, to be necessary to correct the default, (ii) pursue any legal remedies it may have under applicable law or principles of equity relating to such default, and/or (iii) terminate this Agreement. Notwithstanding the above, if the breaching Party certifies in good faith to the other Party in writing that its breach has been cured, such breach shall be deemed to be cured unless the other Party otherwise notifies the breaching Party in writing within fifteen (15) days of receipt of such notice that it disputes the cure.
- 5.3 Subject to, and limited by Section 1.3 above, in the event Buyer has paid the Purchase Price but Seller fails to provide good title to the Conduits, free and clear of all liens and encumbrances, or fails to provide a bill of Sale in the form attached hereto as Exhibit C, Buyer may off-set the Purchase Price by withholding any other type of funds that may be owed by Buyer to Seller in an amount equal to the Purchase Price. At Buyer option, Buyer may (i) withhold said funds until Seller cures the title or provides the Bill of Sale, or (ii) keep the funds and terminate the Agreement.

6. General

- 6.1 Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be given by United States first class mail, postage prepaid, registered or certified, return receipt requested (or its equivalent), or by hand delivery (including by means of a professional messenger service) addressed as follows:

To Buyer: Unite Private Networks, LLC
7200 NW 86th Street, Suite M
Kansas City, MO 64153
Attn: Legal Department
Phone: (816) 903-9400

To Seller: City of Grand Junction
250 N 5th St
Grand Junction, CO 81501
Attn: Scott Hockins
Phone: 970-244-1484

Any such notice or other communication shall be deemed to be effective when actually received or refused. Either Party may by similar notice given change the address to which future notices or other communications shall be sent.


- 6.2 Severability. In the event that any provision of the Agreement is held unenforceable or invalid, the remainder of the Agreement shall remain in full force and effect, and that the unenforceable or invalid provision be replaced with a reasonable provision that most closely reflects the intention of the Parties.

- 6.3 Waiver. The waiver of any right on one or more occasions by either Party shall not constitute a waiver of any such right in any other instance.
- 6.4 Governing Law. This Agreement shall be governed by laws of the State of Colorado, without giving effect to any choice of law rule, which would cause the application of the laws of any other jurisdiction to the rights and duties of the Parties.
- 6.5 Complete Agreement. This Agreement and any other written agreement expressly referenced herein, including any current or subsequent agreements as described in Section 1.3 above, represent the entire understanding between Buyer and Seller with respect to the installation and sale of the conduit covered hereunder and incorporate all prior and contemporaneous understandings, whether written or oral, between the Parties. This Agreement supersedes all other prior oral or written agreements concerning the installation and sale of the Conduit. The Agreement may not be rescinded, amended, or otherwise modified except by a writing executed by the authorized representatives of both Parties.
- 6.6 Counterparts. The Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written above.

Buyer:

Unite Private Networks, LLC


Signature

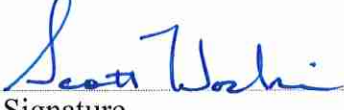
Jason W. Adkins
Print Name

President
Title

Date June 12, 2017

Seller:

City of Grand Junction


Signature

Scott Hockins
Print Name

Project Manager
Title

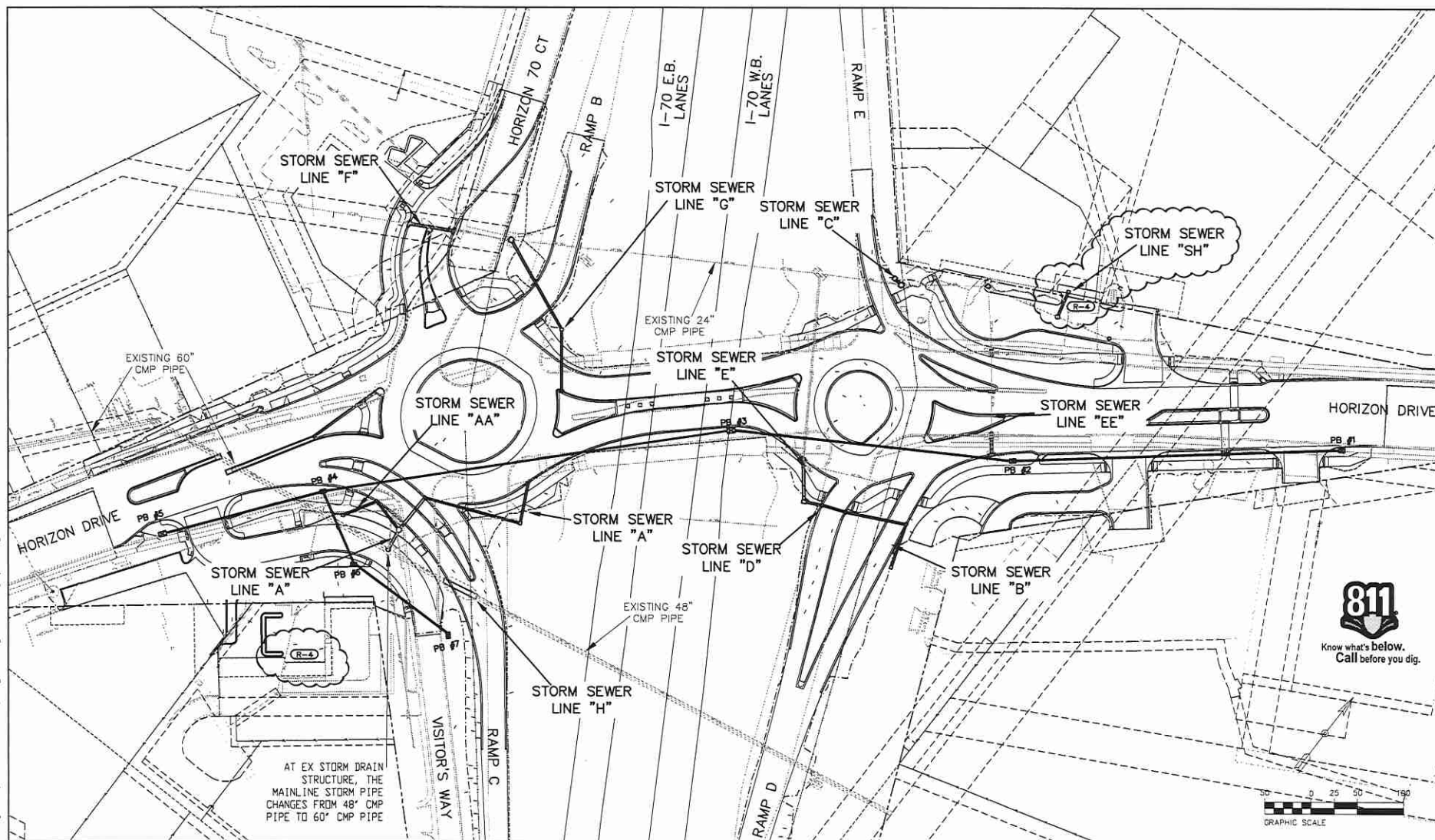
Date 6/22/17

[See Attached]

Conduit Route Maps

EXHIBIT A

N:\Cadd\John Smith\Projects\HORIZON DRIVE\dwg\Grading and Drainage-plan.dwg, 9/28/2015 10:58:58 AM



Print Date: © LEFT
 File Name: Grading and Drainage Plan
 Horiz. Scale: AS SHOWN Vert. Scale: AS SHOWN
 Unit Information: City of GJ Unit Leader Initials: ALC

Sheet Revisions			
Date	Comments	Init.	
09/03/15	Shell Driveway Added	ALC	

Colorado Department of Transportation
 606 South 9th Street
 Grand Junction, CO, 81501
 Phone: 970-683-6351 FAX: 970-683-6369

Region 3 RBB

As Constructed
 No Revisions:
 Revised:
 Void:

STORM SEWER VICINITY MAP			
Designer:	ALC	Structure Numbers	
Detailer:	JCS		
Sheet Subset:	SSVM	Subset Sheets:	1 of 1

Project No./Code
 NHPP 0701-223
 19911
 Sheet Number 162 X

UTILITY OWNERS:

ELECTRIC & GAS
 XCEL ENERGY
 2538 BLICHMAN AVE
 GRAND JUNCTION, CO 81505
 JON PRICE (970)244-2693

TELEPHONE & FIBER OPTIC
 CENTURY LINK
 2524 BLICHMAN AVE
 GRAND JUNCTION, CO 81505
 CHRIS JOHNSON (970)244-4311

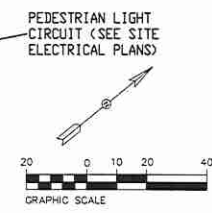
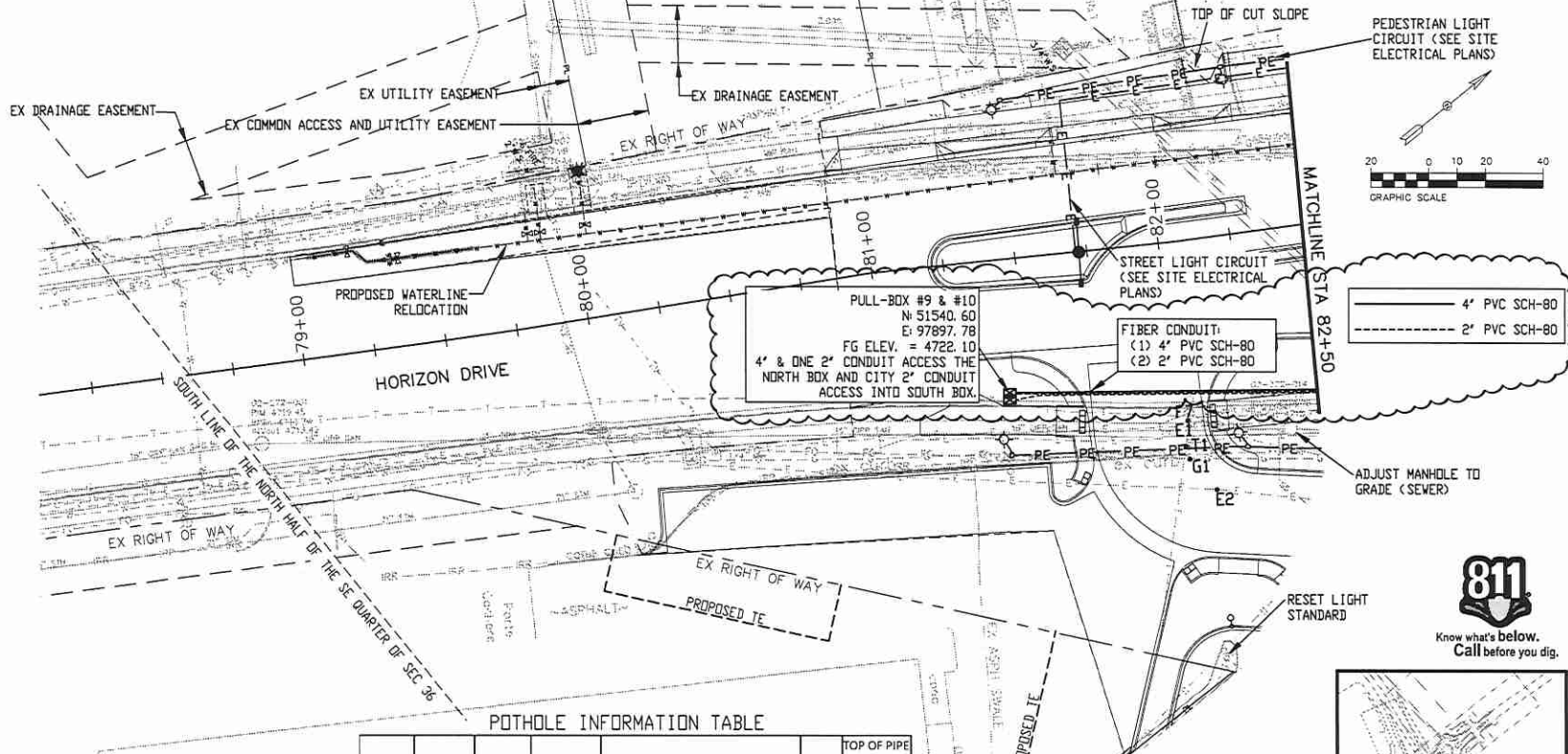
CABLE TELEVISION
 CHARTER
 2502 FORESIGHT CIRCLE
 GRAND JUNCTION, CO 81504
 JEFF VALDEZ (970) 263-2314

WATER
 UTE WATER CONSERVANCY DISTRICT
 2190 H 1/4 ROAD
 GRAND JUNCTION, CO 81505
 DARREL MOORE (970) 242-7491

TRAFFIC SIGNALS
 CITY OF GRAND JUNCTION
 250 N 5TH STREET
 GRAND JUNCTION, CO 81501
 PAUL JAGIM (970) 244-1542

IRRIGATION
 CITY OF GRAND JUNCTION
 250 N 5TH STREET
 GRAND JUNCTION, CO 81501
 MIKE VENDEGNA (970)254-3843

SANITARY SEWER AND STORM SEWER
 CITY OF GRAND JUNCTION
 250 N 5TH STREET
 GRAND JUNCTION, CO 81501
 BRET GUILLORY (970) 244-1590



PULL-BOX #9 & #10
 N: 51540.60
 E: 97897.78
 FG ELEV. = 4722.10
 4' & ONE 2" CONDUIT ACCESS THE NORTH BOX AND CITY 2" CONDUIT ACCESS INTO SOUTH BOX.

FIBER CONDUIT:
 (1) 4" PVC SCH-80
 (2) 2" PVC SCH-80

STREET LIGHT CIRCUIT
 (SEE SITE ELECTRICAL PLANS)

ADJUST MANHOLE TO GRADE (SEWER)

RESET LIGHT STANDARD

POTHOLE INFORMATION TABLE

POTHOLE	STATION	OFFSET	ELEVATION	DESCRIPTION	DEPTH	TOP OF PIPE ELEVATION
HORIZON DR						
E1	82+03.72	63 RT	4722.05	ELECTRIC (1" GRAY PLASTIC)	2.6	4719.45
F7	82+03.72	63 RT	4722.05	FIBER (CONCRETE CAP)	3.6	4718.45
T1	82+02.07	71 RT	4722.32	TELEPHONE (2" ORANGE PLASTIC)	3	4719.32
G1	82+02.98	76 RT	4722.63	GAS (2" MILL WRAP)	4.4	4718.23
E2	82+08.47	88 RT	4722.80	ELECTRIC (6" GRAY PLASTIC)	4	4718.80

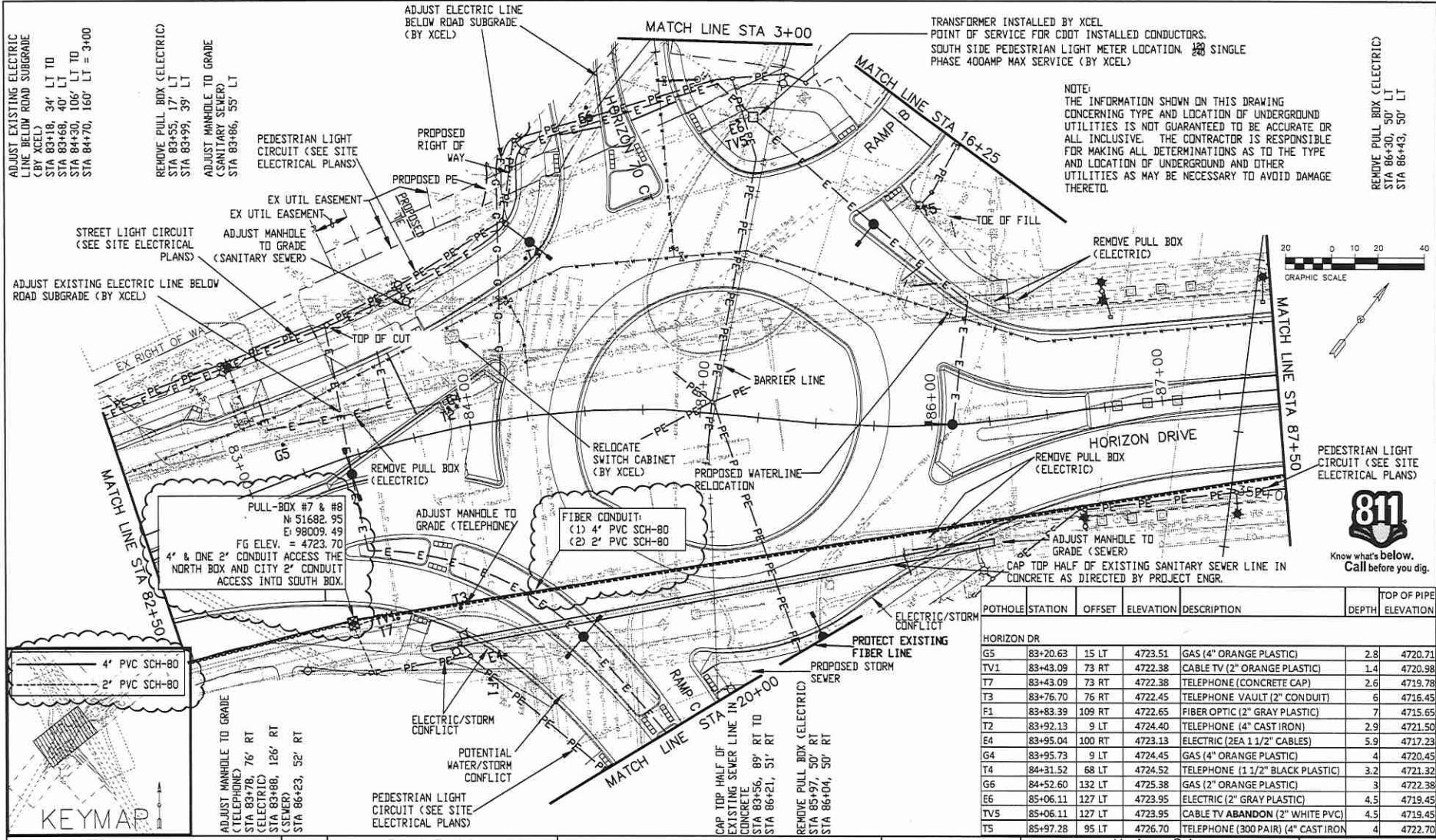
NOTE:
 THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING ALL DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERE TO.

811
 Know what's below.
 Call before you dig.

Print Date: 09/30/2015 10:28:06 AM	Sheet Revisions	Colorado Department of Transportation	As Constructed	Horizon Drive Utility Plan Sta 80+90 to 82+50	Project No./Code
File Name: Utility Plan	Date: _____ Comments: _____ Init: _____	606 South 9th Street Grand Junction, CO, 81501 Phone: 970-683-6351 FAX: 970-683-6369	No Revisions:	Designer: ALC	NHPP 0701-223
Unit Information: City of GJ Unit Leader Initials: ALC			Revised:	Detailer: JCS	19911
Grand Junction		Region 3	Void:	Sheet Subset: Utility	Sheet Number
				Structure Numbers	
				Subst Sheets: 1 of 10	

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Print Date: © LEFT
 File Name: Utility Plan
 Horiz. Scale: AS SHOWN Vert. Scale: NA
 Unit Information: City of GJ Unit Leader initials: ALC
Grand Junction
 CITY OF GRAND JUNCTION

Sheet Revisions		
Date:	Comments	Init.

Colorado Department of Transportation

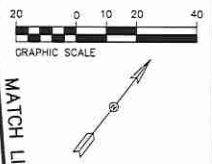
 606 South 9th Street
 Grand Junction, CO, 81501
 Phone: 970-683-6351 FAX: 970-683-6369
 Region 3 RBB

As Constructed
 No Revisions:
 Revised:
 Void:

Horizon Drive
 Utility Plan
 Sta 82+50 to Sta 87+50
 Designer: ALC
 Detailer: JCS
 Sheet Subset: Utility
 Structure Numbers
 Subst Sheets: 2 of 10

Project No./Code
 NHPP 0701-223
 19911
 Sheet Number

POTHOLE	STATION	OFFSET	ELEVATION	DESCRIPTION	DEPTH	TOP OF PIPE ELEVATION
HORIZON DR						
G5	83+20.62	15 LT	4723.51	GAS (4" ORANGE PLASTIC)	2.8	4720.71
TV1	83+43.09	73 RT	4722.38	CABLE TV (2" ORANGE PLASTIC)	1.4	4720.98
T7	83+43.09	73 RT	4722.38	TELEPHONE (CONCRETE CAP)	2.6	4719.78
T3	83+76.70	76 RT	4722.45	TELEPHONE VAULT (2" CONDUIT)	6	4716.45
F1	83+83.39	109 RT	4722.65	FIBER OPTIC (2" GRAY PLASTIC)	7	4715.65
T2	83+92.13	9 LT	4724.40	TELEPHONE (4" CAST IRON)	2.9	4721.50
E4	83+95.04	100 RT	4723.13	ELECTRIC (2EA 1 1/2" CABLES)	5.9	4717.23
G4	83+95.73	9 LT	4724.45	GAS (4" ORANGE PLASTIC)	4	4720.45
T4	84+31.52	68 LT	4724.52	TELEPHONE (1 1/2" BLACK PLASTIC)	3.2	4721.32
G6	84+52.60	132 LT	4725.38	GAS (2" ORANGE PLASTIC)	3	4722.38
E6	85+06.11	127 LT	4723.95	ELECTRIC (2" GRAY PLASTIC)	4.5	4719.45
TV5	85+06.11	127 LT	4723.95	CABLE TV ABANDON (2" WHITE PVC)	4.5	4719.45
T5	85+97.28	95 LT	4726.70	TELEPHONE (300 PAIR) (4" CAST IRON)	4	4722.70



NOTE:
 THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING ALL DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

TRANSFORMER INSTALLED BY XCEL.
 POINT OF SERVICE FOR CDDT INSTALLED CONDUCTORS.
 SOUTH SIDE PEDESTRIAN LIGHT METER LOCATION. 2Ø SINGLE PHASE 400AMP MAX SERVICE (BY XCEL)

ADJUST EXISTING ELECTRIC LINE BELOW ROAD SUBGRADE (BY XCEL)
 STA 83+18, 34' LT TO
 STA 83+68, 40' LT TO
 STA 84+30, 106' LT TO
 STA 84+70, 166' LT = 3+00

REMOVE PULL BOX (ELECTRIC)
 STA 86+30, 50' LT
 STA 86+43, 50' LT

REMOVE PULL BOX (ELECTRIC)
 STA 83+55, 17' LT
 STA 83+99, 39' LT
 ADJUST MANHOLE TO GRADE (SANITARY SEWER)
 STA 83+86, 55' LT

PEDESTRIAN LIGHT CIRCUIT (SEE SITE ELECTRICAL PLANS)

EX UTIL EASEMENT
 EX UTIL EASEMENT
 ADJUST MANHOLE TO GRADE (SANITARY SEWER)

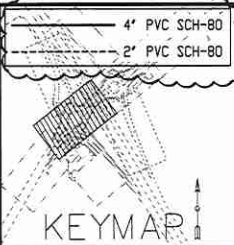
ADJUST EXISTING ELECTRIC LINE BELOW ROAD SUBGRADE (BY XCEL)

STREET LIGHT CIRCUIT (SEE SITE ELECTRICAL PLANS)

MATCH LINE STA 82+50

PULL-BOX #7 & #8
 N 51682.95
 E 98009.49
 FG ELEV. = 4723.70
 4' & ONE 2" CONDUIT ACCESS THE NORTH BOX AND CITY 2" CONDUIT ACCESS INTO SOUTH BOX.

FIBER CONDUIT:
 (1) 4" PVC SCH-80
 (2) 2" PVC SCH-80



ADJUST MANHOLE TO GRADE (TELEPHONE)
 STA 83+78, 76' RT
 (ELECTRIC)
 STA 83+88, 126' RT
 (SEWER)
 STA 86+23, 52' RT

PEDESTRIAN LIGHT CIRCUIT (SEE SITE ELECTRICAL PLANS)

POTENTIAL WATER/STORM CONFLICT

ELECTRIC/STORM CONFLICT

PROTECT EXISTING FIBER LINE

PROPOSED STORM SEWER

RELOCATE SWITCH CABINET (BY XCEL)

ADJUST MANHOLE TO GRADE (TELEPHONE)

REMOVE PULL BOX (ELECTRIC)

RELOCATE SWITCH CABINET (BY XCEL)

RELOCATE SWITCH CABINET (BY XCEL)

RELOCATE SWITCH CABINET (BY XCEL)

RELOCATE SWITCH CABINET (BY XCEL)

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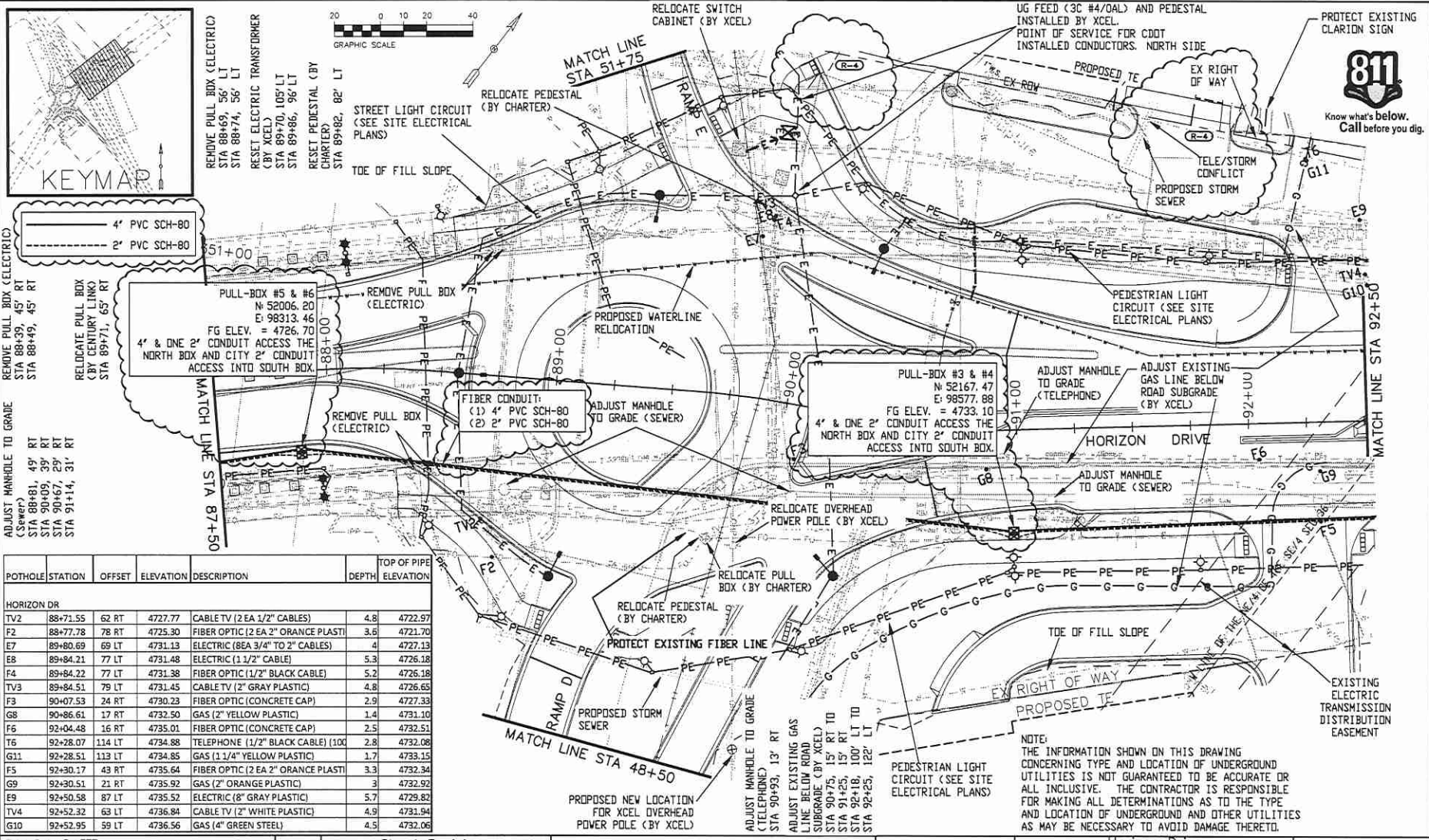
RELOCATE SWITCH CABINET (BY XCEL)

RELOCATE SWITCH CABINET (BY XCEL)

RELOCATE SWITCH CABINET (BY XCEL)

RELOCATE SWITCH CABINET (BY XCEL)

RELOCATE SWITCH CABINET (BY XCEL)



POTHOLE	STATION	OFFSET	ELEVATION	DESCRIPTION	DEPTH	TOP OF PIPE ELEVATION
HORIZON DR						
TV2	88+71.55	62 RT	4727.77	CABLE TV (2 EA 1/2" CABLES)	4.8	4722.97
F2	88+77.78	78 RT	4725.30	FIBER OPTIC (2 EA 2" ORANGE PLASTIC)	3.6	4721.70
E7	89+80.69	69 LT	4731.13	ELECTRIC (8EA 3/4" TO 2" CABLES)	4	4727.13
E8	89+84.21	77 LT	4731.48	ELECTRIC (1 1/2" CABLE)	5.3	4726.18
F4	89+84.22	77 LT	4731.38	FIBER OPTIC (1/2" BLACK CABLE)	5.2	4726.18
TV3	89+84.51	79 LT	4731.45	CABLE TV (2" GRAY PLASTIC)	4.8	4726.65
F3	90+07.53	24 RT	4730.23	FIBER OPTIC (CONCRETE CAP)	2.9	4727.33
G8	90+86.61	17 RT	4732.50	GAS (2" YELLOW PLASTIC)	1.4	4731.10
F6	92+04.48	16 RT	4735.01	FIBER OPTIC (CONCRETE CAP)	2.5	4732.51
T6	92+28.07	114 LT	4734.88	TELEPHONE (1/2" BLACK CABLE) (100)	2.8	4732.08
G11	92+28.51	113 LT	4734.85	GAS (1 1/4" YELLOW PLASTIC)	1.7	4733.15
F5	92+30.17	43 RT	4735.64	FIBER OPTIC (2 EA 2" ORANGE PLASTIC)	3.3	4732.34
G9	92+30.51	21 RT	4735.92	GAS (2" ORANGE PLASTIC)	3	4732.92
E9	92+50.58	87 LT	4735.52	ELECTRIC (8" GRAY PLASTIC)	5.7	4729.82
TV4	92+52.32	63 LT	4736.84	CABLE TV (2" WHITE PLASTIC)	4.9	4733.94
G10	92+52.95	59 LT	4736.56	GAS (4" GREEN STEEL)	4.5	4732.06

Print Date: © LEFT
 File Name: Utility Plan
 Horiz. Scale: AS SHOWN Vert. Scale: NA
 Unit Information: City of GJ Unit Leader Initials: ALC
Grand Junction
 CITY OF GRAND JUNCTION
 UTILITY DEPARTMENT

Sheet Revisions		
Date:	Comments	Init.
09/03/15	Shell Driveway Added	ALC

Colorado Department of Transportation

 606 South 9th Street
 Grand Junction, CO, 81501
 Phone: 970-683-6351 FAX: 970-683-6369
 Region 3 RBB

As Constructed
 No Revisions:
 Revised:
 Void:

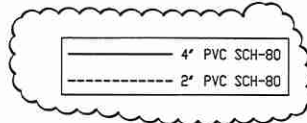
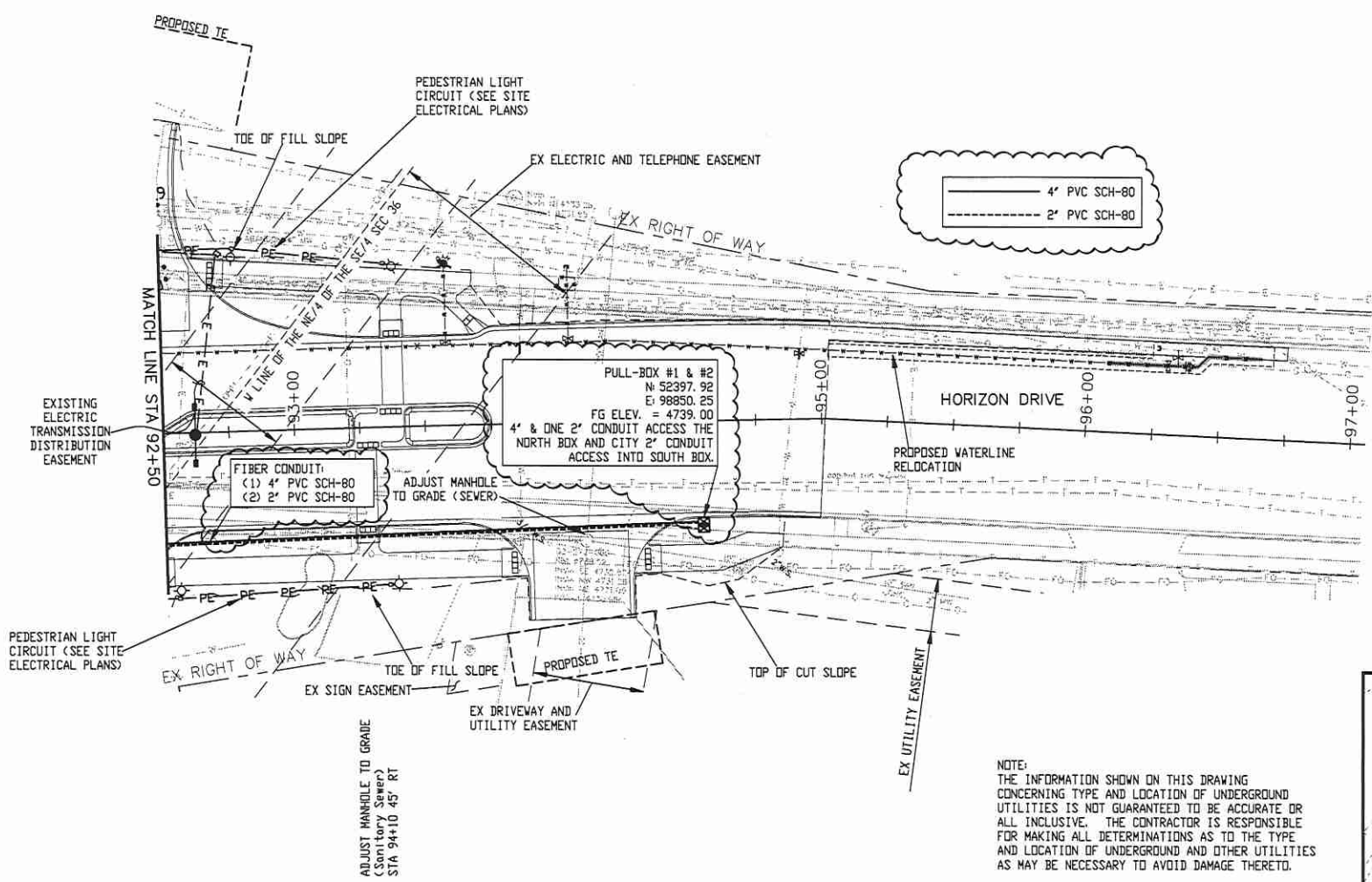
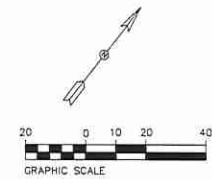
Horizon Drive
 Utility Plan
 Sta 87+50 to 92+50
 Designer: ALC
 Detailer: JCS
 Sheet Subset: Utility

Project No./Code
 NHPP 0701-223
 19911
 Sheet Number X

N:\Cadd\John Smith\Projects\F-HORIZON DRIVE\dwg\utility plans.dwg, 9/30/2015 10:38:54 AM



NOTE:
 THE INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING ALL DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.



PULL-BOX #1 & #2
 N: 52397.92
 E: 98850.25
 FG ELEV. = 4739.00
 4' & ONE 2" CONDUIT ACCESS THE
 NORTH BOX AND CITY 2" CONDUIT
 ACCESS INTO SOUTH BOX.

FIBER CONDUIT
 (1) 4" PVC SCH-80
 (2) 2" PVC SCH-80

HORIZON DRIVE

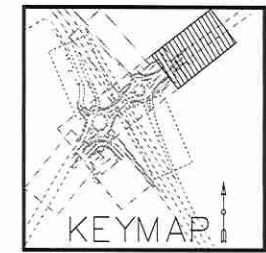
PROPOSED WATERLINE
 RELOCATION

PEDESTRIAN LIGHT
 CIRCUIT (SEE SITE
 ELECTRICAL PLANS)

NOTE:
 THE INFORMATION SHOWN ON THIS DRAWING
 CONCERNING TYPE AND LOCATION OF UNDERGROUND
 UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR
 ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE
 FOR MAKING ALL DETERMINATIONS AS TO THE TYPE
 AND LOCATION OF UNDERGROUND AND OTHER UTILITIES
 AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.



Know what's below.
 Call before you dig.



N:\Cadd\John Smith\Projects\HORIZON DRIVE\dwg\utility plans.dwg, 9/30/2015 10:42:00 AM

Print Date: 09/30/2015
File Name: Utility Plan
Horiz. Scale: AS SHOWN
Unit Information: City of GJ Unit Leader Initials: ALC
Grand Junction
<small>P.L.L.C. ENGINEERS & ARCHITECTS</small>

Sheet Revisions		
Date	Comments	Init.

Colorado Department of Transportation

606 South 9th Street
 Grand Junction, CO, 81501
 Phone: 970-683-6351 FAX: 970-683-6369

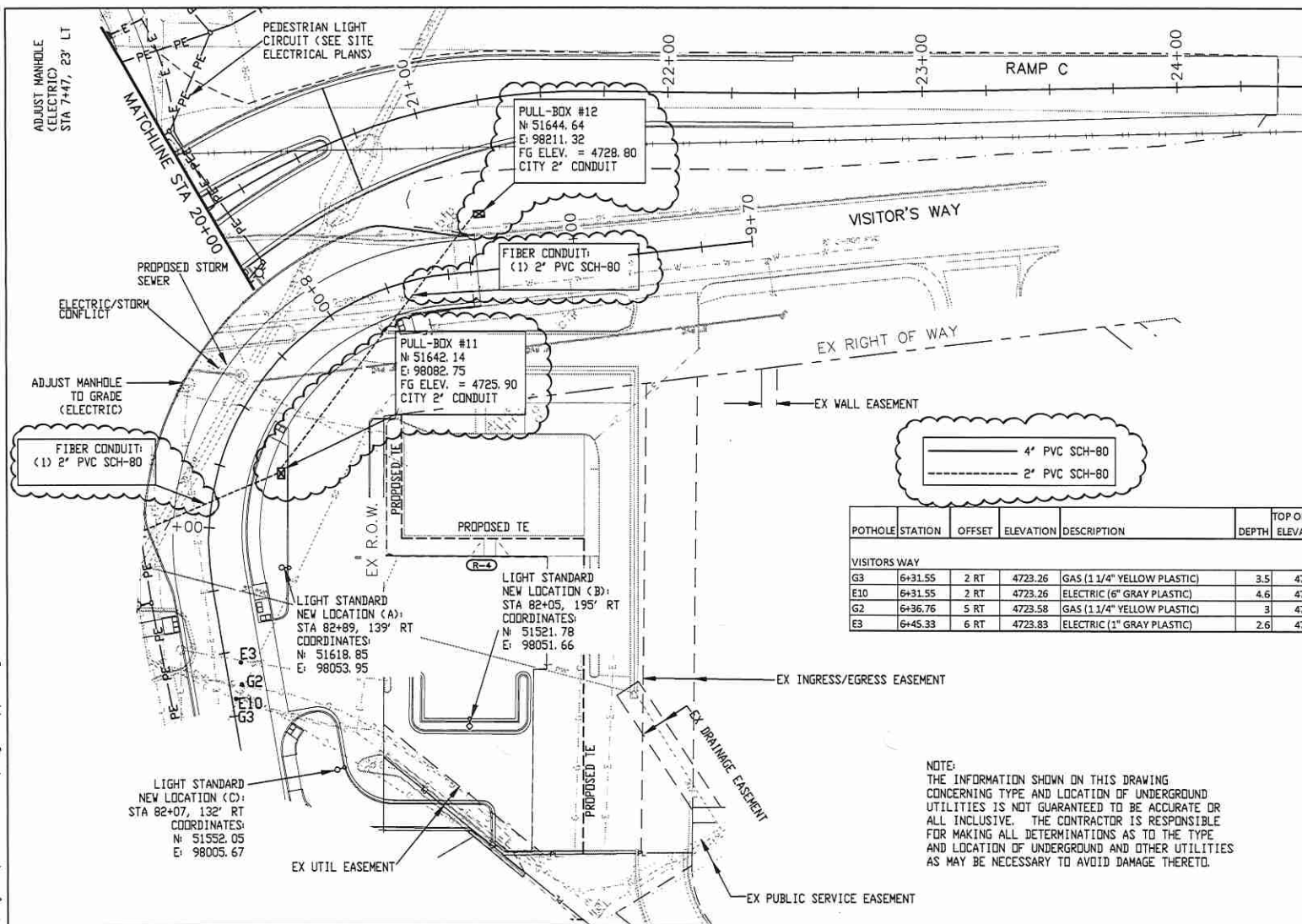
Region 3 RBB

As Constructed
No Revisions:
Revised:
Void:

Horizon Drive Utility Plan Sta 92+50 to 95+00	
Designer: ALC	Structure Numbers
Detailer: JCS	
Sheet Subset: Utility	Subset Sheets: 4 of 10

Project No./Code
NHPP 0701-223
19911
Sheet Number

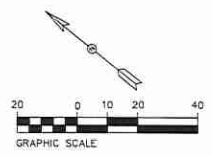
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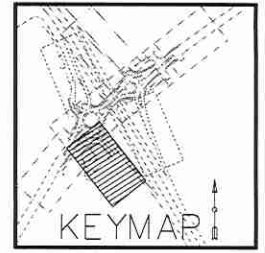
POTHOLE	STATION	OFFSET	ELEVATION	DESCRIPTION	DEPTH	TOP OF PIPE ELEVATION
VISITORS WAY						
G3	6+31.55	2 RT	4723.26	GAS (1 1/4" YELLOW PLASTIC)	3.5	4719.76
E10	6+31.55	2 RT	4723.26	ELECTRIC (6" GRAY PLASTIC)	4.6	4718.66
G2	6+36.76	5 RT	4723.58	GAS (1 1/4" YELLOW PLASTIC)	3	4720.58
E3	6+45.33	6 RT	4723.83	ELECTRIC (1" GRAY PLASTIC)	2.6	4721.23



Know what's below.
Call before you dig.



NOTE:
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Print Date: © LEFT
File Name: Utility Plan
Horiz. Scale: AS SHOWN
Unit Information: City of GJ Unit Leader Initials: ALC
Grand Junction

Sheet Revisions		
Date:	Comments	Init.
09/03/15	Taco Bell Accessible Parking	ALC

Colorado Department of Transportation

 606 South 9th Street
 Grand Junction, CO, 81501
 Phone: 970-683-6351 FAX: 970-683-6369
 Region 3 RBB

As Constructed
No Revisions:
Revised:
Void:

Visitor's Way/Ramp C Utility Plan	
Designer: ALC	Structure Numbers
Detailer: JCS	Sheet Subset: Utility
Sheet Subset: Utility	Subset Sheets: 6 of 10

Project No./Code
NHPP 0701-223
19911
Sheet Number X

EXHIBIT B

Pricing

Item	Distance / Amount	Total Cost (non-recurring)
Conduit	1,208'	\$20,000
	Total	\$20,000

The total cost to Buyer is \$20,000.00 (the "Purchase Price") which shall be paid within thirty (30) days following Buyer's receipt of this fully executed agreement and an invoice from Seller.

Route Description

See included maps in Exhibit A for exact route.

Conduit through the Horizon Drive Interchange as shown in Exhibit A.

Material Description

Conduit is 2" ID HDPE.

EXHIBIT C

BILL OF SALE

Pursuant to the **Agreement for Sale of Conduit**, dated June 22, 2017 (the "Agreement"), executed by and between City of Grand Junction ("Seller") and Unite Private Networks, LLC ("Buyer"), for good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, Seller does hereby sell, convey, transfer, and deliver unto Buyer good, valid, and marketable title to the **Conduit and Conduit System** as described within the Agreement, including all related rights along with an indefeasible and irrevocable right to use all associated handholes, manholes or other common access facilities, and subject to all provisions provided in the Agreement.

Seller represents and warrants that it is the lawful owner of the Conduit; that the Conduit is being transferred to Buyer free from all liens, charges or encumbrances of whatever kind; that Seller has good right to sell the same as aforesaid; and that Seller will warrant and defend the title against the claims of all persons whomsoever.

The Bill of Sale has been duly authorized and executed and, upon its deliver to Buyer, shall be binding upon the successors and assigns of Seller and shall inure to the benefit of the successors and assigns of Buyer.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be duly executed and delivered this 22nd day of June, 2017.

SELLER:

City of Grand Junction

By: Scott Hopkins
Name: Scott Hopkins
Title: Project Manager
Date: 6/22/17