

148857

**TELECOMMUNICATIONS FACILITY EXCHANGE AGREEMENT: UTAH  
DEPARTMENT OF TRANSPORTATION AND NEWPATH NETWORKS**

20586

**THIS TELECOMMUNICATIONS FACILITY EXCHANGE AGREEMENT:** (the "**Agreement**") is made as of the date of the final signature below (the "**Effective Date**"), by and between Utah Department of Transportation having a mailing address of 4501 South 2700 West PO Box 148455 Salt Lake City, Utah 84114-8455 ("**Licensor**") and NewPath Networks, LLC, a New Jersey limited liability company ("**Licensee**").

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto do hereby covenant and agree as follows:

**1. Definitions.**

- (a) "Approvals" means all certificates, permits, licenses and other approvals that Licensee, in its sole discretion, deems necessary for its intended use of the Licensed Premises.
- (b) "Commencement Date" means the first day of the month following the month in which this Agreement was fully executed.
- (c) "Distributed Antenna System" or "DAS" means a wireless and wireline communications facility including the Fiber Network and Nodes.
- (d) "Defaulting Party" means the party to this Agreement that has defaulted as provided for in Section 21 of this Agreement.
- (e) "Fiber Network" means a fiber network to be installed by Licensee including but not limited to optical fiber lines, conduits, manholes, pull boxes, fittings, access points, and appurtenant improvements to serve Licensee's Distributed Antenna System.
- (f) "Force Majeure Event" means delays or performance failures if such delays or performance failures (i) were not caused by the acts or omissions of the party claiming relief; and (ii) were caused by fire, explosion, pest damage, power failures, strikes or labor disputes, acts of God, the elements, war, civil disturbances, acts of military authorities or the public enemy, acts of governmental or legal authorities, inability to secure raw materials not caused by failures to timely place orders for such raw materials, fuel or energy shortages not caused by failures to timely place orders for such fuel or energy, inability to secure or delays in securing permits, licenses or other similar authorizations (such as pole attachment permits, road permits, make ready, construction permits and licenses) not caused by failures to timely apply for such permits, licenses or authorizations, or other causes that could not be anticipated as of the Effective Date and that are beyond such party's control, whether or not similar to the foregoing.
- (g) "Hazardous Material" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any applicable Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Material.
- (h) "Initial Term" means a period of thirty (30) years following the Commencement Date of this Agreement.
- (i) "License Term" means the Initial Term and any Renewal Terms.
- (j) "Licensed Premises" means that portion of the ROW described and/or depicted on the attached **Exhibit "A"** on which the Fiber Network will be installed and that portion of the ROW described and/or depicted on the attached **Exhibit "B"** on which the Nodes will be installed.
- (k) "Licensee's Notice Address" means c/o Crown Castle USA Inc., E. Blake Hawk, General Counsel, Attn: Legal Department, 2000 Corporate Drive, Canonsburg, PA 15317-8564, 1-866-482-8890.

- (l) "Licensor's Notice Address" means Utah Department of Transportation, Assistant Attorney General's Office, 4501 South 2700 West Salt Lake City, Utah 84119-5998 and a copy to Utah Department of Transportation, Fiber Optics Manager 2060 South 2760 West, Salt Lake City, Utah, 84104.
- (m) "Nodes" means remote communications nodes, including but not limited to antennas, radio amplifiers, radio frequency and optical signal converters, power supplies and meters, monitoring devices, cabling, connectors and equipment to serve Licensee's Distributed Antenna System.
- (n) "Non-Defaulting Party" means the party to this Agreement that has not defaulted as provided for in Section 21 of this Agreement.
- (o) "Renewal Term" means a period of ten (10) years commencing upon the expiration of the Initial Term or prior Renewal Term, as the case may be.
- (p) "Right-Of-Way" or "ROW" means the public ways and other areas now or hereafter existing that are owned by Licensor, including without limitation, all space in, upon, above, along, across, under, and over any or all of the following: highways, streets, roads, lanes, courts, ways, alleys, boulevards, paths, curbs, sidewalks, bridges, overpasses, underpasses, tunnels, parks, parkways, waterways, easements, conduits, vaults, and access manholes.
- (q) "Telecommunications Advisory Council" means the advisory council created pursuant to Utah Code--Title 72--Chapter 07--Section-109-- Protection of Highways Act.

2. **Licensor's Cooperation and Licensee's Compliance.** During the License Term, Licensor shall cooperate with Licensee in its efforts to obtain all Approvals as long as Licensee agrees to follow and complies with the applicable portions of Utah Admin. Code R930-6 entitled Manual of Accommodation of Utility Facilities and the Control and Protection of State Highway Rights-of-Way, R930-7 Utility Accommodation, R907-64 Longitudinal and Wireless Access to Interstate System Rights-of-Way for Installation of Telecommunication Facilities, and R907-1 entitled Appeal of Departmental Actions. Licensee may use said access for any lawful and permitted purpose without interference from UDOT or any third party.
3. **License Term.** Effective as of the Commencement Date, Licensor licenses the Licensed Premises to Licensee for the Initial Term. The term of this Agreement shall automatically be extended for two (2) successive Renewal Terms, unless this Agreement is terminated pursuant to the provisions set forth herein.
4. **Consideration.** In exchange for the rights granted to Licensee herein, Licensee shall: (a) provide to Licensor and install, at Licensee's sole cost and expense, twenty-four (24) optical fiber strands ("**Licensor Fiber**") at the same location along the Fiber Network that Licensee installs its own optical fiber lines; (b) provide access to the poles where the Nodes will be located for the purpose of permitting Licensor to install Licensor's traffic control cameras and other related traffic control monitoring devices ("**Licensor Traffic Equipment**") on the pole, at Licensor's sole cost and expense, subject to Licensee's approval which will not be unreasonably withheld, conditioned, or delayed; (c) provide to Licensor and install, at Licensee's sole cost and expense, equipment cabinets on the poles that will contain Licensor's head-end equipment; (d) provide to Licensor and install, at Licensee's sole cost and expense, an electrical outlet inside each equipment cabinet; and (e) pay for recurring power used by Licensor's head-end equipment located in the equipment cabinets. Licensee will provide a detailed set of as-built plans to Licensor according to Licensor's standards. It is intended that both parties will benefit from this Agreement and that the respective benefits to each party will be approximately equal over time. Licensor agrees to grant Licensee the right to use the Licensed Premises without specific transaction-by-transaction fees, and Licensee agrees to grant Licensor the right to use the Licensor Fiber without specific transaction-by-transaction fees. Notwithstanding the foregoing, Licensee acknowledges and agrees to pay future permitting fees, if any, that may be required for ongoing maintenance, and safety and traffic control. The parties shall strive to ensure that the benefits provided under this Agreement, as identified in the Balance Sheet Exhibit C, remain approximately equal over time as defined by Utah Code -Title 72--Chapter 07--108 Longitudinal telecommunication access in the interstate highway system.
5. **Lease, Ownership, and Title.** After installation of the Licensor Fiber, Licensee shall lease the Licensor Fiber to Licensor for the duration of the License Term (the "**Lease**"). The Lease does not convey any form or type of title in the Licensor Fiber. Licensor's rights under this Agreement shall be deemed a leasehold interest in personal property. Without limiting any of Licensor's rights as expressly stated in this Agreement, the parties intend that this Agreement creates a true lease of the Licensor Fiber and not a sale of the Licensor Fiber. During the License Term, legal title to and sole ownership of the Licensor Fiber shall be retained and held by Licensee. The Lease shall not constitute, create or vest in Licensor any easement, license or any ownership interest or real property right whatsoever in the Licensor Fiber.
6. **Right to Terminate; Effect of Termination.** Not inconsistent with Section 21 of this Agreement, Licensee or Licensor shall have the right to terminate this Agreement, for any uncured material default, by providing the party in breach with one hundred eighty (180) days' prior written notice. Upon such termination, this Agreement shall become null and void and neither party shall have any further rights or duties hereunder.

7. **Use of Property.** The Licensed Premises shall be used for the purpose of constructing, maintaining and operating the DAS and uses incidental thereto. The DAS shall be constructed at Licensee's sole expense. Licensee will maintain the Licensed Premises in a safe condition. It is the intent of the parties that Licensee's DAS shall not constitute a fixture.
8. **Maintenance.** Licensee shall be responsible, at Licensee's sole cost and expense, for maintenance and repair of the Licensor Fiber and the DAS. Licensor shall be responsible, at Licensor's sole cost and expense, for maintenance and repair of the Licensor Traffic Equipment.
9. **Access.** Licensee will be permitted 24/7 access, outside limited canyon closures due to adverse weather or avalanches, to the Licensed Premises subject to Licensor's access restrictions as outlined in its permit and administrative rules. Licensor shall have no right to perform work on or otherwise physically access the Licensor Fiber or Licensor Traffic Equipment, except with prior notification to Licensee and the express advanced permission and supervision of Licensee. Licensor may however access Licensee's facility without notification or supervision to gain entry into Licensor-owned cabinet attached to Licensee's pole, or to access and maintain attached camera with a raise/lower device.
10. **Relocation of the Fiber System.** Licensee recognizes that from time to time Licensor may elect or be required to relocate the Licensed Premises or a portion thereof. Licensee will relocate the affected portion of its DAS according to the parties' Statewide Utility License Agreement. Licensee will relocate the affected portion of its DAS according to the parties' Statewide Utility License Agreement and according to Utah Code 72-7-108.
11. **Removal of Obstructions.** Licensee has the right to remove obstructions from the ROW, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Licensee's use of the Licensed Premises. Licensee shall dispose of any materials removed. Licensee will follow all permit requirements when removing obstructions.
12. **Hazardous Materials.**
  - (a) **Licensee's Obligation and Indemnity.** Licensee shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from the Licensed Premises in any manner prohibited by law. Licensee shall indemnify and hold Licensor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the release of any Hazardous Materials on the Licensed Premises unless caused by Licensor or persons acting under Licensor.
  - (b) **Licensor's Obligation and Indemnity.** Licensor shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from the ROW or Licensed Premises in any manner prohibited by law. Licensor shall indemnify and hold Licensee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on the ROW or Licensed Premises unless caused by Licensee or persons acting under Licensee.
13. **Insurance.** Licensee, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute, ordinance or rule of any governmental body having jurisdiction in connection with the operation of Licensee's business upon the Licensed Premises.
14. **Sale of Property.** If Licensor sells all or part of the ROW, of which the Licensed Premises is a part then such sale shall be under and subject to this Agreement.
15. **Surrender of Property.** Upon expiration or termination of this Agreement, Licensee shall, within a reasonable time, remove all above ground improvements and restore the Licensed Premises as nearly as reasonably possible to its original condition, without, however, being required to replace any trees or other plants removed, or alter the then existing grading.
16. **Hold Harmless.** Each party shall indemnify and defend the other party against, and hold the other party harmless from, any claim of liability or loss from personal injury or property damage arising from the use and occupancy of the Licensed Premises or the ROW by such indemnifying party, its employees, contractors, servants or agents, except to the extent such claims are caused by the intentional misconduct or negligent acts or omissions of the other party, its employees, contractors, servants or agents. However, Licensor's obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act to the extent such claims are covered by the Act. Licensor's agreement to indemnify shall not be deemed to be a waiver of the defenses and provisions of the Governmental Immunity Act. The obligations under this section shall survive the termination of this agreement.

17. **Force Majeure.** Neither party shall be liable to the other for any failure or delay of performance under this Agreement due to a Force Majeure Event.
18. **ROW Owner.** Licensor represents that Licensor owns the ROW and the Licensed Premises and has full authority to enter into and execute this Agreement.
19. **Interstate ROW Access.** Licensee's DAS will occupy Licensor's Right-of-Way along various interstates. The value of the Right-of-Way has been assessed according to UDOT's 2004 Summary of Segment Values attached herein as **Exhibit "C"**. No additional Right-of-Way fees shall be assessed during the License Term.
20. **Quiet Enjoyment.** Licensor covenants that Licensee, on performing the covenants of this Agreement, including compliance with all requirements of Licensor's permit and administrative rules, shall peaceably and quietly have, hold and enjoy the Licensed Premises.
21. **Default.** In the event that there is a default by Licensor or Licensee (the "**Defaulting Party**") with respect to any of the provisions of this Agreement, the other party (the "**Non-Defaulting Party**") shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have thirty (30) days in which to cure any monetary default and sixty (60) days in which to cure any non-monetary default. The Defaulting Party shall have such extended periods as the parties may agree beyond the sixty (60) day cure period to cure any non-monetary default if the nature of the cure is such that the parties agree it reasonably requires more than sixty (60) days to cure, and Defaulting Party commences the cure within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion. The Non-Defaulting Party may not maintain any action or effect any remedies for default against the Defaulting Party unless and until the Defaulting Party has failed to cure the same within the time periods provided in this Section. Notwithstanding the above language, any failure of Licensee to follow permit or administrative rule requirements will be handled according to the provision of the applicable permit or administrative rule.
22. **Dispute Resolution.** Except as otherwise specifically provided in or permitted by this Agreement, all disputes, differences of opinion or controversies arising in connection with this Agreement shall first be resolved through good faith negotiation to arrive at an agreeable resolution. If, after negotiating in good faith for a period of ninety (90) calendar days, or any agreed further period, the Parties are unable to resolve the dispute, then the Parties may seek resolution by mediation. Parties may meet together to resolve the controversy, claim, or breach or they may select a mutually acceptable mediator to do so. Parties shall bear their respective costs incurred in mediation.
23. **Limitation on Damages.** In no event shall Licensee be liable to Licensor for consequential, indirect, speculative or punitive damages in connection with or arising from this Agreement, or the use of the Licensed Premises.
24. **Licensor's Waiver.** Licensor hereby waives and releases any and all liens, whether statutory or under common law, with respect to any of Licensee's property now or hereafter located on the Licensed Premises.
25. **Applicable Law.** This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Utah.
26. **Assignment, Sublicense, Licensing and Encumbrance.** Licensee has the right, at its sole discretion, to assign its interest in this Agreement and to sublicense use of the Licensed Premises and DAS. Assignment of this Agreement by Licensee shall be effective upon Licensee sending written notice to Licensor and shall relieve Licensee from any further liability or obligation.
27. **Miscellaneous.**
- (a) **Recording.** Licensee and Licensor shall have the right to record a memorandum of this Agreement with the appropriate recording officer.
  - (b) **Entire Agreement.** Licensor and Licensee agree that this Agreement contains all of the agreements, promises and understandings between Licensor and Licensee. No oral agreements, promises or understandings shall be binding upon either Licensor or Licensee in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.
  - (c) **Captions.** The captions preceding the Sections of this Agreement are intended only for convenience of reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.
  - (d) **Construction of Document.** Licensor and Licensee acknowledge that this document shall not be construed in favor of or against the drafter by virtue of said party being the drafter and that this Agreement shall not be construed as a binding offer until signed by Licensee.

- (e) **Notices.** All notices pertaining to this agreement shall be in writing and shall be given by (i) established national courier service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to Licensor at Licensor's Notice Address and to Licensee at Licensee's Notice Address. Either party may change its notice address(es) by written notice to the other party. Notwithstanding the foregoing, the Notices section of this agreement is satisfied by way of electronic mail or telephonic notification when Licensee enters the public right of way, and accesses the Licensed Facility for routine maintenance, repair, or upgrade not requiring an encroachment permit. If Licensor becomes aware of damage to the Licensed Facility, such as knocked down poles or weather related damage before Licensee, Licensor need not send written notice to Licensee, but may contact the NOC at: 1-800-788-7011
- (f) **Partial Invalidity.** If any term of this Agreement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

IN WITNESS WHEREOF, Licensor and Licensee having read the foregoing and intending to be legally bound hereby, have executed this Agreement as of the Effective Date.

**LICENSOR:**

Utah Department of Transportation

By: *David Davis*  
 Print Name: ~~Ahmad Jaber, P.E.~~ Jason Davis  
 Print Title (if any): UDOT Director of Operations \_\_\_\_\_  
 Date: 2/13/14

APPROVED AS TO FORM AND LEGALITY

By: *Stephen J. Severson*  
 Print Name: ~~David Benard~~ Stephen J. Severson  
 Print Title (if any): Assistant Attorney General State of Utah \_\_\_\_\_  
 Date: 2/13/14

*Cherise Young* 4-1-14  
 CONTRACT ADMINISTRATOR  
 COMPTROLLERS OFFICE

**LICENSEE:**

NewPath Networks, LLC,  
 New Jersey limited liability company

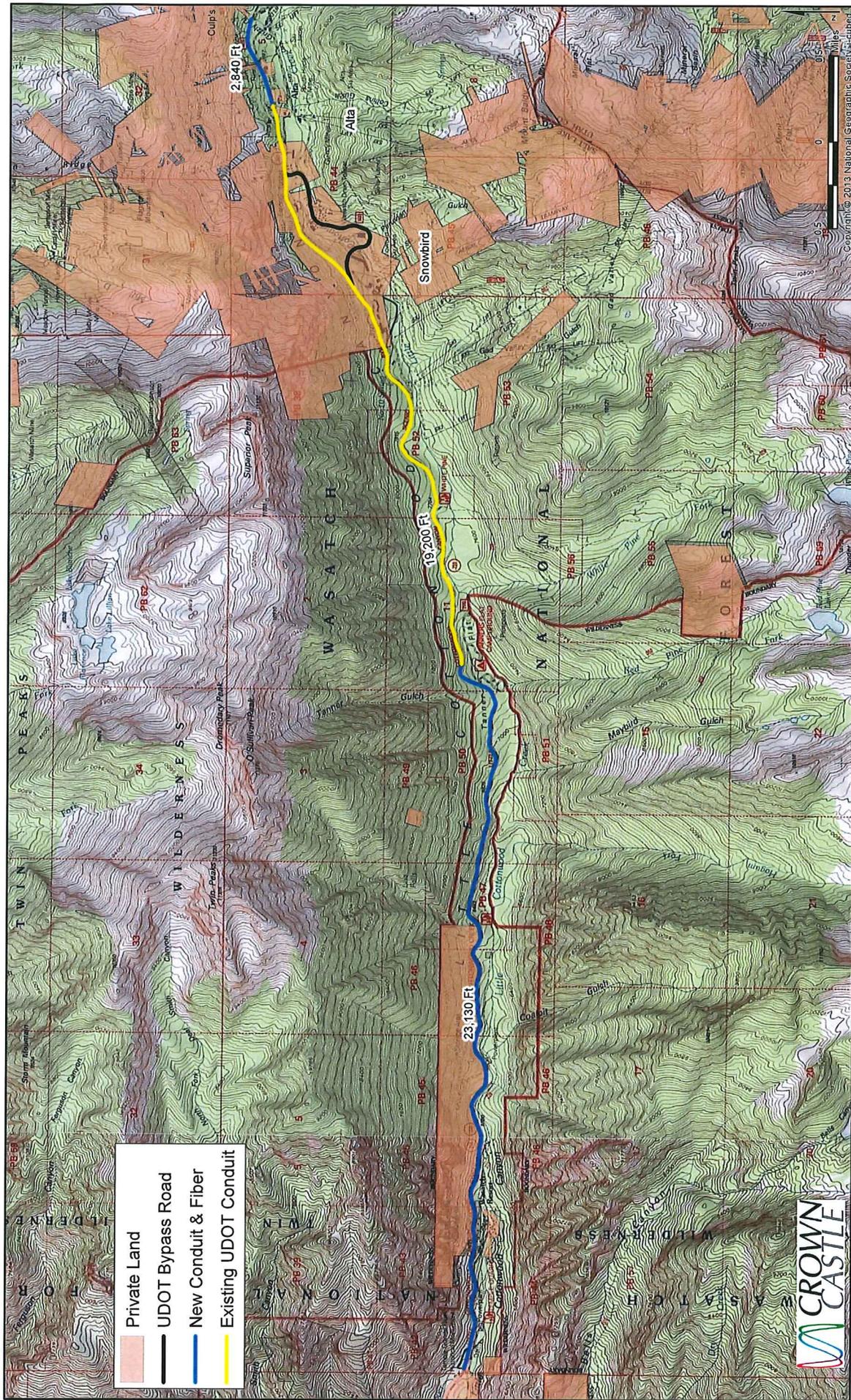
By: *Robert D. Ward*  
 Print Name: Robert D. Ward  
 Print Title (if any): President, Small Cell Networks  
 Date: 12/23/13

[Add notary or attestation, as required by state law]

EXIDBIT "A"

Licensed Premises- Fiber Network





- Private Land
- UDOT Bypass Road
- New Conduit & Fiber
- Existing UDOT Conduit



2182 West Grove Parkway  
 Pleasant Grove, UT 84062  
 (801) 783-5100

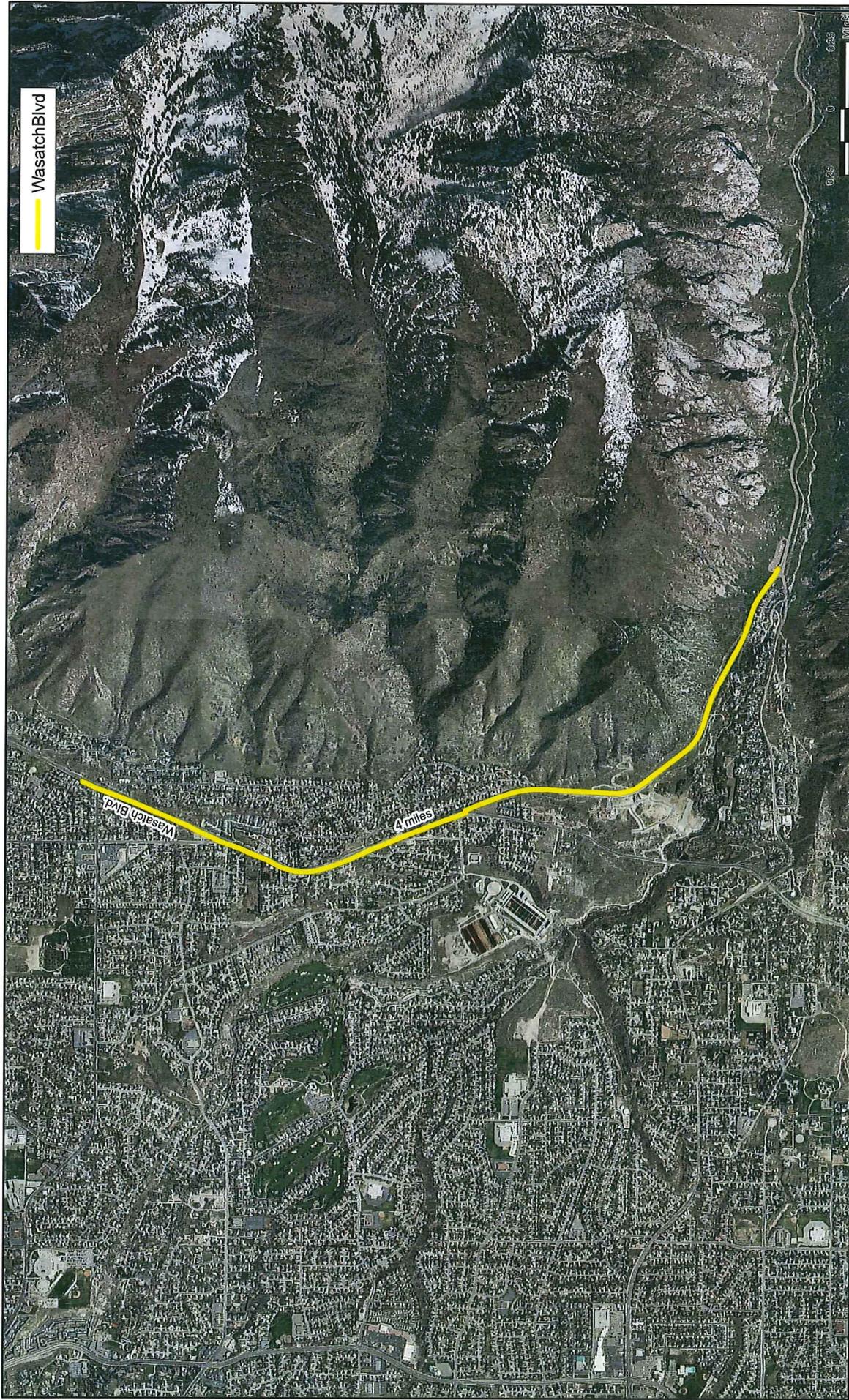


**Crown Castle Communications**  
 Little Cottonwood Canyon Build - Total length 8.5 miles

DATE: 10/9/2013  
 DRAWN: EHB

Figure 1

Copyright © 2013 National Geographic Society. All rights reserved.  
 Data Sources: Available Data from UDOT Snow  
 Avalanche Atlas; Digitized from USGS Topographic Maps



Wasatch Blvd

2162 West Grove Parkway  
 Pleasant Grove, UT 84062  
 (801) 763-5100

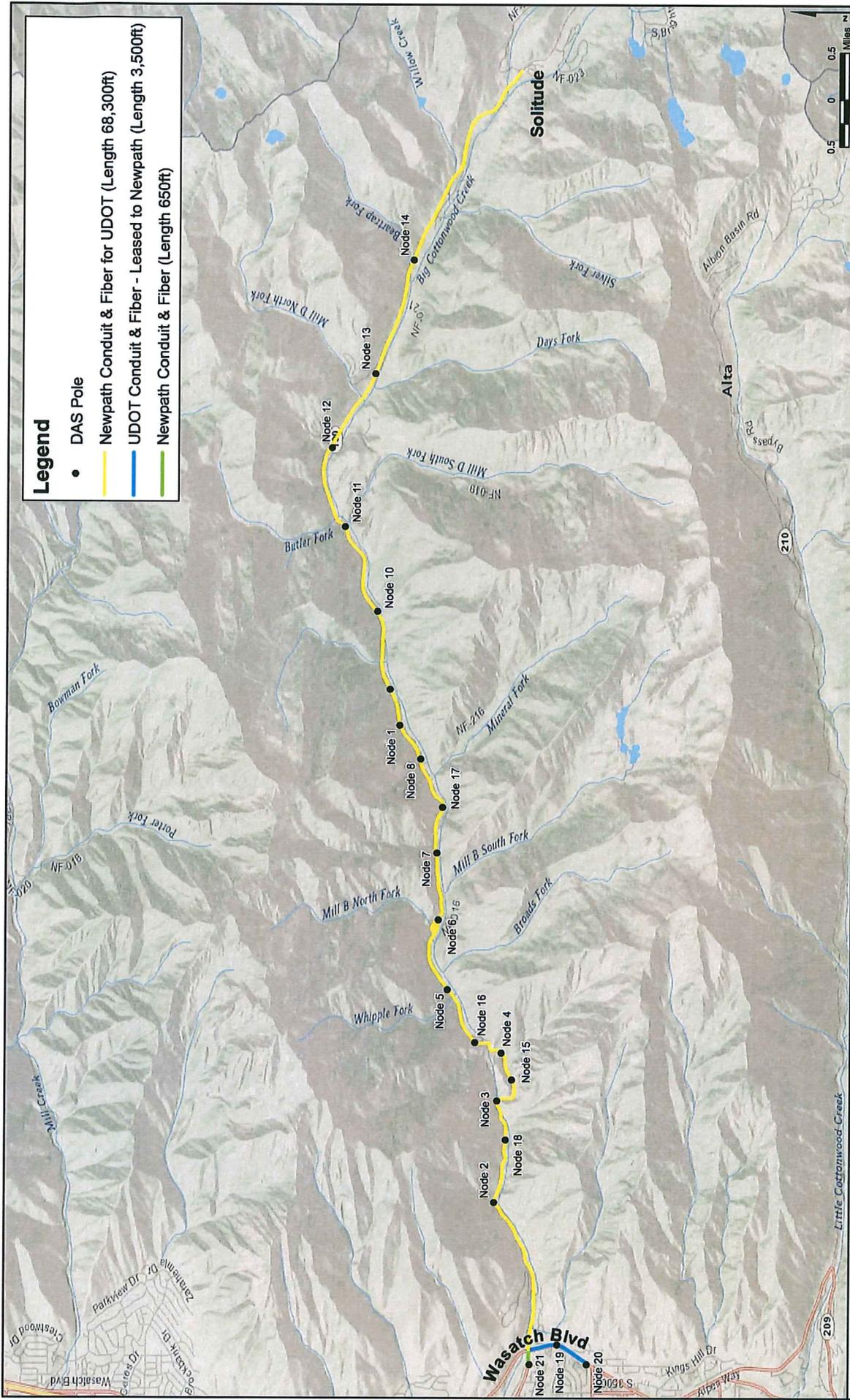
**HORROCKS**  
 ENGINEERS

Crown Castle Communications  
 Wasatch Blvd. Build - Total length 16970 ft

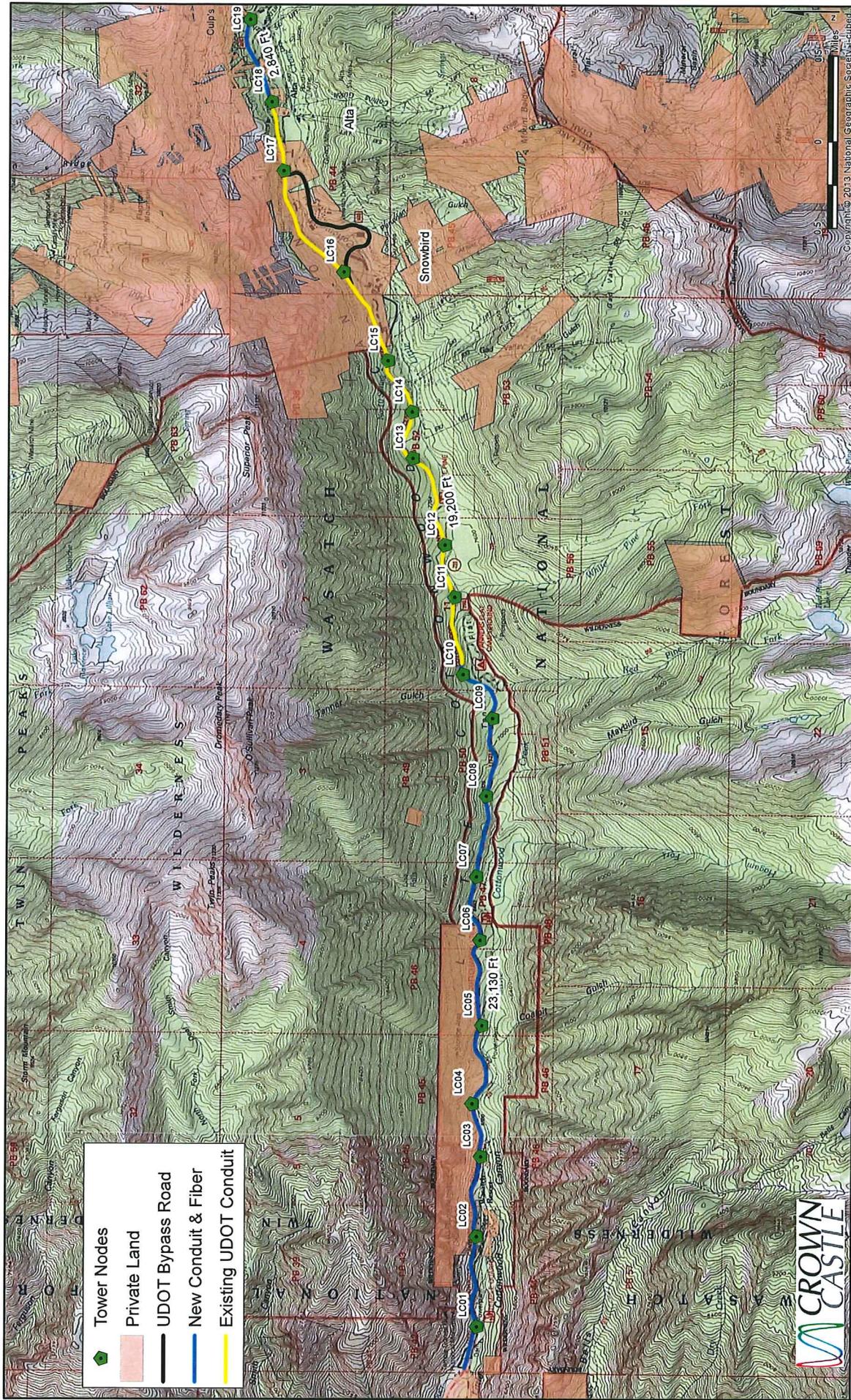
DATE	10/9/2013
DRAWN	EHB
Figure 2	

EXIDBIT "B"

Licensed Premises-Nodes



<p><b>HORROCKS</b> ENGINEERS</p>	<p>2100 West Grove Parkway Pleasant Grove, UT 84062 (801) 763-5100</p>	<p>DATE: 10/12/2012 DRAWN: EHB</p>	<p>Figure 1</p>
	<p><b>Newpath Conduit and Fiber</b> Big Cottonwood Canyon</p>		



2102 West Grove Parkway  
 Pleasant Grove, UT 84062  
 (801) 783-5100

**HORROCKS**  
**ENGINEERS**

**CROWN CASTLE**

**Crown Castle Communications**  
 Little Cottonwood Canyon Build - Total length 8.5 miles

DATE: 10/9/2013  
 DRAWN: EHB  
 Figure 1

Copyright © 2013 National Geographic Society. All rights reserved.  
 Data Source: Available Data from UDOT. Snow Avalanche Atlas. (found at avalanche.utah.gov)

EXIDBIT "C"

UDOT Value Summary

# NewPath Networks Trade Value Summary

**Exchange 1 Conduit & Fiber:** UDOT receives 24 strands of dark fiber in addition to 68,300 linear feet of new conduit. The conduit is to be installed on Route 190 / Big Cottonwood Canyon Road from Wasatch Blvd in Cottonwood Heights and terminating in Solitude. NewPath Networks is to receive 3,500 linear feet of fiber in UDOT's existing conduit on Route 210 / Wasatch Blvd.

**Exchange 2 Utility Poles:** UDOT receives access to 21 new utility poles specially designed to accommodate UDOT's radar equipment, cameras and raise/lowering device. Access to electric power and monthly service fees for each pole are included.

**Monetary Valuation:** UDOT gains ownership of 68,300' of conduit, 24 strands of shared fiber and equipment installation access, and power to, 21 utility poles. To install this conduit, fiber and poles at its own expense, UDOT would have had to spend over 3 million dollars. By sharing this project with NewPath Networks, the financial value to UDOT is:

Fiber Design (50% of total design cost)	\$	110,000
Node Design for UDOT usage (30% of total cost)	\$	35,000
Node Construction (30% of total cost)	\$	330,000
Conduit Install (50% of total cost)	\$	1,050,000
Install and allocation of 24 strands of UDOT fiber	\$	85,000
Power install (50% of total cost)	\$	275,000
Monthly Power usage (\$40/month/node – 20 year lease)	\$	201,600
<b>Total</b>	<b>\$</b>	<b>2,086,600</b>

## Functionality Gained

With this agreement UDOT will now increase its statewide fiber network by 12.94 miles and be able to monitor weather, roadway and traffic conditions within Big Cottonwood Canyon at virtually no incremental cost to Utah's taxpayers.

## NewPath Networks Trade Value Summary

**Exchange 1 – Conduit & Fiber:** UDOT receives 24 strands of dark fiber for 45,170 linear feet in addition to 25,970 linear feet of new conduit. The conduit is to be installed on Route 210/Little Cottonwood Canyon Road from the UTA Park & Ride Lot and terminating in Alta. NewPath Networks is to receive 16,970 linear feet of existing UDOT conduit from approximately 500 feet north of Bengal Boulevard on Wasatch Boulevard to the UTA Park & Ride Lot in Little Cottonwood Canyon, as well as 19,200 linear feet of existing UDOT conduit on Route 210/Little Cottonwood Canyon Road near Tanner’s Flat.

**Exchange 2 – Utility Poles:** UDOT receives access to 19 new utility poles specially designed to accommodate UDOT’s radar equipment, cameras and raise/lowering devices. Access to electric power and monthly service fees for each pole are included.

**Monetary Valuation:** UDOT gains ownership of 25,970 linear feet of conduit, 45,170 linear feet of 24 dark fiber strands, equipment installation access and power to 19 utility poles. To install this conduit, fiber and poles at its own expense, UDOT would have had to spend over 2.5 million dollars. By sharing this project with NewPath Networks, the financial value to UDOT is:

Fiber Construction Inspection (50% of total Construction Management cost)	\$40,000
Fiber Design (50% of total design cost)	\$90,000
Node Design for UDOT usage (30% of total cost)	\$31,700
Node Construction (30% of total cost)	\$298,600
Conduit Installation (50% of total cost)	\$850,000
Installation and allocation of 24 strands of UDOT fiber	\$67,000
Power installation (50% of total cost)	\$160,000
Monthly Power usage (\$40/month/node – 20 year lease)	\$182,400
<b>Total</b>	<b>\$1,719,700</b>

**Functionality Gained:** With this agreement, UDOT will now increase its statewide fiber network by 8.55 miles and be able to monitor weather, roadway and traffic conditions within Little Cottonwood Canyon at virtually no incremental cost to Utah’s taxpayers.