ELECTRICAL EQUIPMENT TRANSFER AGREEMENT

This Electrical Equipment Transfer Agreement (the "Agreement") is entered into this _____ day of _____, 2010, by and between Colorado Springs Utilities ("UTILITIES"), an enterprise of the City of Colorado Springs, a Colorado home rule municipality and municipal corporation, with its principal place of business at 121 South Tejon Street, Colorado Springs, Colorado 80947, and _____, ("Company") and is effective as of the date set forth above. Each may be individually referred to as a "Party" and collectively, as the "Parties."

RECITALS

WHEREAS, UTILITIES agrees to sell to Company and Company agrees to purchase from UTILITIES, under the terms and conditions contained herein, the surplus electrical equipment set forth on Exhibit A, attached hereto and incorporated by reference ("Electrical Equipment"). The Electrical Equipment is located at Property Disposal Operations, 2329 Steel ("Facility").

NOW, THEREFORE, in consideration of the mutual benefits to UTILITIES and Company arising from the execution and performance of this Agreement, the receipt and sufficiency of which are hereby acknowledged, UTILITIES and Company agree to the following terms and conditions.

AGREEMENT

1. UTILITIES has disclosed to Company and Company acknowledges that the Electrical Equipment contains transite panels that may contain asbestos ("ACM"). The transite panels are an integral part of the Electrical Equipment. Company acknowledges that the United States Environmental Protection Agency ("EPA") has determined that ACM may be hazardous to human health. Company acknowledges that UTILITIES has provided, and Company has read and understands, the *CDPHE's (Colorado Department of Public Health and Environment's)* general information on asbestos, including health concerns and safety guidelines, regarding ACM. Company acknowledges that it is aware of the possible dangers involved with the mishandling of asbestos, and that the asbestos contained in the transite panels must not be made friable. Company acknowledges the intent of purchasing the Electric Equipment is for use in its original intended purpose. Company acknowledges that if at a later date it discards or disposes of the Electric Equipment, such discard or disposal may be subject to laws, rules, ordinances, codes, regulations and orders of any and all governmental bodies, agencies, authorities and courts related to the use, removal, handling, preparation for transportation, transportation, storage, transfer, sale, donation, recycling, abandonment or disposal of ACM.

2. COMPANY ACKNOWLEDGES AND AGREES THAT THE ELECTRICAL EQUIPMENT IS SOLD TO COMPANY "AS IS, WHERE IS" WITH ALL FAULTS. UTILITIES HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE ELECTRICAL EQUIPMENT AND ASSOCIATED LABORATORY RESULTS, INCLUDING BUT NOT LIMITED TO, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, CONDITION, CAPACITY, PERFORMANCE OR ANY OTHER ASPECT OF THE ELECTRICAL EQUIPMENT OR THE COMPONENTS OF THE ELECTRICAL EQUIPMENT.

3. Company agrees to remove the Electrical Equipment from its present location at the Facility, at Company's sole expense, within thirty (30) days of the execution of this Agreement and to transport same directly to property under Company's ownership.

4. In the event that Company does not remove all of the Electrical Equipment from the Facility within thirty (30) days of the execution of this Agreement, UTILITIES may remove same to Company's property and Company shall pay UTILITIES all reasonable costs associated with such removal.

5. Company shall pay UTILITIES a purchase price of $_____for the Electrical Equipment ("Purchase Price"). The Purchase Price must be paid in full prior to the removal of the Electrical

Equipment. In the event payment is not received in accordance with the foregoing, a ten percent (10%) handling fee will be charged to Company. Risk of loss and title to the Electrical Equipment will transfer to Company upon removal of the Electrical Equipment from UTILITIES' Facility. Company shall be responsible for and shall pay all federal, state and local taxes (including, but not limited to, all excise, sales and use taxes) based upon or arising out of the Electrical Equipment.

6. Company represents and warrants that it shall comply with all applicable laws, rules, ordinances, codes, regulations and orders of any and all governmental bodies, agencies, authorities and courts related to the use, removal, handling, preparation for transportation, transportation, storage, transfer, sale, donation, recycling, abandonment or disposal of the Electrical Equipment or any portion thereof.

7. Company understands and agrees that UTILITIES will have no responsibility or liability of any kind resulting from Company's use, misuse, removal, handling, preparation or modification for transportation, transportation, storage, transfer, sale, donation, recycling, abandonment or disposal of the Electrical Equipment or any portion thereof, and, furthermore, that UTILITIES will in no way be responsible or liable for any costs associated with Company's ownership, use, misuse, removal, handling, preparation or modification for transportation, transportation, storage, transfer, sale, donation, recycling, abandonment or disposal of the Electrical Equipment or any portion thereof. Company assumes sole responsibility for disposal of the Electrical Equipment, including but not limited to, treatment or disposal of residual oil.

8. Company hereby RELEASES UTILITIES, its Utilities Board, City Council, officers, employees and agents from any and all claims, demands, judgments, fines, costs, liabilities and damages, including but not limited to costs of defense and attorney's fees, which may arise as a result of Company's ownership, use, misuse, removal, handling, preparation or modification for transportation, transportation, storage, transfer, sale, donation, recycling, abandonment or disposal of the Electrical Equipment or any portion thereof. Furthermore, Company hereby agrees to INDEMNIFY and HOLD HARMLESS UTILITIES, its Utilities Board, City Council, officers, employees and agents from any and all claims, demands, judgments, fines, costs, liabilities and damages, including but not limited to costs of defense and attorney's fees, which may arise as a result of Company's ownership, use, misuse, removal, handling, preparation or modification for transportation, transportation, transfer, sale, donation, recycling, abandonment or disposal of the Electrical Equipment or any portion thereof.

9. Company, its employees, agents and subcontractors, shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to, any persons or property on UTILITIES' Facility. In addition, Company shall comply with, and ensure compliance by Company's employees, agents and subcontractors with, all Federal and state safety regulations and requirements while at UTILITIES' Facility.

10. IN NO EVENT SHALL UTILITIES BE LIABLE TO COMPANY OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF USE OR COST OF REPLACEMENT EQUIPMENT. Nothing in this Agreement shall be interpreted to limit or prevent the protections afforded to UTILITIES under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq*.

11. This Agreement represents the entire agreement between the Parties with respect to the Electrical Equipment and no additional or different representation, promise or agreement (oral or written) shall be binding on the Parties hereto with respect to the subject matter of this Agreement unless stated in writing and signed by the Parties. This Agreement may only be amended, supplemented or modified by a written instrument executed by the Parties.

12. Company shall not assign or otherwise transfer this Agreement or any right or obligation hereunder without the prior written consent of UTILITIES, and any such assignment shall be null and void. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than UTILITIES and Company.

13. Company hereby affirms that this Agreement is not entered into in reliance upon any representations, covenants or warranties which are not included herein or are at variance with any of the terms of this Agreement.

14. If any of the provisions of this Agreement are held to be invalid or unenforceable under the applicable law of any jurisdiction, the remaining provisions shall not be affected. In that event, the Parties agree that the provisions of this Agreement shall be modified and reformed so as to affect the original intent of the Parties as closely as possible with respect to those provisions that were held to be invalid or unenforceable.

15. This Agreement shall be construed in accordance with the laws of the State of Colorado, except for its conflict of law provisions, the Colorado Springs City Charter and the City Code. Further, the place of performance and transaction of business shall be deemed to be in the County of El Paso, State of Colorado, and in the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Colorado, and more specifically, El Paso County, Colorado.

Executed and effective as of the date first written above:

_____	COLORADO SPRINGS UTILITIES
By: _____	By:_____
Name: _____	Name: _____
Title: _____	Title: _____

Approved as to Form:

_____
City Attorney's Office - Utilities Division

EXHIBIT A

ELECTRICAL EQUIPMENT

General Electric VIB-15.5-12000-5 Vacuum Circuit Breaker rated 15500V, 600amp

Serial # 0442A5910-201