

**AMENDMENT NUMBER TWO TO TELECOMMUNICATIONS RIGHT OF
WAY USE AGREEMENT BETWEEN VISIONARY COMMUNICATIONS, INC.,
AND THE CITY OF GILLETTE, CAMPBELL COUNTY, WYOMING**

1. **Parties.** This Amendment is made and entered into by and between Visionary Communications, Inc. (“Company”), whose address is 1001 S. Douglas, Suite 201, Gillette, WY, 82716; the City of Gillette, Campbell County, Wyoming, (“City”) whose address is 201 East 5th Street, Gillette, WY 82716.
2. **Purpose of Amendment.** This Amendment shall constitute the second amendment to the Agreement between the Company and the City which was duly executed on September 18, 2017, and which became effective September 18, 2017 (“Original Agreement”). The purpose of this Amendment is to allow the Company additional use of the public right-of-way for the installation of conduit to maintain a fiber optic communications system, as more fully described in Facility Location Map(s), VCN-B-016, which is attached as Exhibit C and made a part of this Agreement.

The Original Agreement, dated September 18, 2017, provided for the limited use of the public right-of-way for the installation of conduit to maintain a fiber optic communications system for the initial installation fee of one dollar and fifty-two cents (\$1.52) per foot; and twelve cents (\$.12) per foot fee annually for each foot of City right of way encumbered by the Company beginning on the first day of January following the initial installation.

Amendment Number One, dated November 7, 2018, allowed the Company to add additional use of the public right-of-way and provide additional Facility Location Map(s), VCN-B-003 through VCN-B-015.

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto, and shall remain in full force and effect through the term of the Original Agreement.
4. **Payment.** The Company agrees to pay the City an installation fee of one dollar and fifty-two cents (\$1.52) per foot as more fully described in Exhibit B. The Company agrees to pay an additional installation fee of one dollar and fifty-two cents (\$1.52) per foot for every subsequent conduit or raceway associated with any additional Facility Location Map. The Company agrees to pay an annual twelve cents (\$.12) per foot fee for each foot of City right of way encumbered by the Company beginning on the first day of January following the initial installation.
5. **Additional Responsibilities of Contractor.** The Company has not taken on any additional duties.
6. **Additional Responsibilities of Agency.** The City has not taken on any additional duties.

7. **Special Provisions**

- A. Same Terms and Conditions. With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Agreement between the City and the Company, including but not limited to governmental immunity, and including all prior amendments to this Agreement shall remain unchanged and in full force and effect.

8. **General Provisions**

- A. **Entirety of Contract.** This Amendment, consisting of three (3) pages, and Exhibit C, VCN-B-016 – Facility Location Map(s), and the Original Agreement consisting of ten (10) pages, and Exhibit A - Facility Location Map(s), and Amendment Number One consisting of three (3) pages, and Exhibit B, VCN-B-003 through VCN-B-015 – Facility Location Map(s) represent the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

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9. **Signatures.** The parties to this Amendment through their duly authorized representatives have executed this Amendment, known as Amendment Number Two to the Original Agreement between the City and the Company, on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

The effective date of this Amendment is the date of the signature last affixed to this page.

CITY OF GILLETTE

Louise Carter-King, Mayor

Date

COMPANY

Brian R. Worthen - Visionary Communications, Inc.

Date

(S E A L)
ATTEST:

Karlene Abelseth, City Clerk

CITY ATTORNEY'S OFFICE APPROVAL AS TO FORM

Anthony M. Reyes

Date

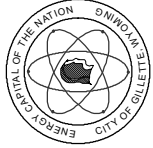
EXHIBIT C

VCN Right-of-Way Lease Table of Contents

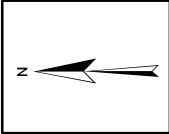
<u>Exhibit</u>	<u>Description</u>	<u>Date</u>
VCN-B-001	Energy Street & Frontage Road	9/2017
VCN-B-002	Rowdy Pipeline	9/2017
VCN-B-003	Southern Tower	10/2018
VCN-B-004	Armory	10/2018
VCN-B-005	1 st National Bank on Enzi	10/2018
VCN-B-006	Ready for Learning	10/2018
VCN-B-007	Lakeview School	10/2018
VCN-B-008	Dalbey Digital Sign	10/2018
VCN-B-009	Synergy Dental	10/2018
VCN-B-010	Thunder Creek Gas Services – Energy Street Extension	10/2018
VCN-B-011	Tanner Tower	10/2018
VCN-B-012	Interstate Industrial Park	10/2018
VCN-B-013	Lakeway Road – Skyline to Moonshiner	10/2018
VCN-B-014	Best Business Park	10/2018
VCN-B-015	Joy Global	10/2018
VCN-B-016	12 th Street & Highway 59	02/2019



**FIBER OPTIC
RIGHT OF WAY LEASE
VCN-B-016**



CITY OF GILLETTE
ELECTRICAL ENGINEERING
811 N EXCHANGE AVE
GILLETTE, WYOMING 82716
(307) 686-5277



General Description
12th Street & Highway 59

Lease Route
Start Point: F874
End Point: Site
Approx. Route Distance: 278 LF