

**AMENDMENT NUMBER THREE TO LEASE AGREEMENT FOR USE OF CITY
RACEWAY 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; 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 third amendment to the Agreement between the Company and the City which was duly executed on February 7, 2018, and which became effective February 7, 2018 ("Original Agreement"). The purpose of this Amendment is to allow the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-013 through VCN-A-014, which is attached as Exhibit D and made a part of this Agreement.

The Original Agreement, dated February 7, 2018, provided for the initial lease of Raceway(s) to the Company for the total lease amount of (\$0.47) per raceway per foot per year; a three percent (3%) rent increase per year; and payment by the Company of all construction costs associated with the requested conduit system and the Raceway(s) ("Construction Fee").

Amendment Number One, dated October 22, 2018, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-002 through VCN-A-009.

Amendment Number Two, dated December 4, 2018, allowed the Company to add additional raceway(s) and to provide additional Facility Location Map(s), VCN-A-010 through VCN-A-012.

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 rent to be paid by Company to the City shall be \$0.4841 per raceway per foot per year. The specific area where the Fiber Optics will be installed is described in Exhibit(s) VCN-A-013 through VCN-A-014. Rent shall be paid in advance, on or before the first day of each year, for that period's rental, during the term of this Amendment. The Company understands and agrees that the rent shall automatically increase by three percent (3%) per year on the first day of each calendar year. All rental payments shall be made to the City.

The Company shall pay the Construction Fee within thirty (30) days after receipt of an invoice from the City.

The initial payment shall be made within thirty (30) days after receipt of an invoice

following acceptance of the Agreement. This initial payment for the additional raceway(s) segments will be prorated for the remainder of the year in which this Amendment is accepted.

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 D, VCN-A-013 through VCN-A-014 - Facility Location Map(s), the Original Agreement consisting of eight (8) pages, and Exhibit A - Facility Location Map, and Amendment Number One consisting of three (3) pages, and Exhibit B – VCN-A-002 through VCN-A-009, and Amendment Number Two consisting of three (3) pages, and Exhibit C – VCN-A-010 through VCN-A-012 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 Three 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

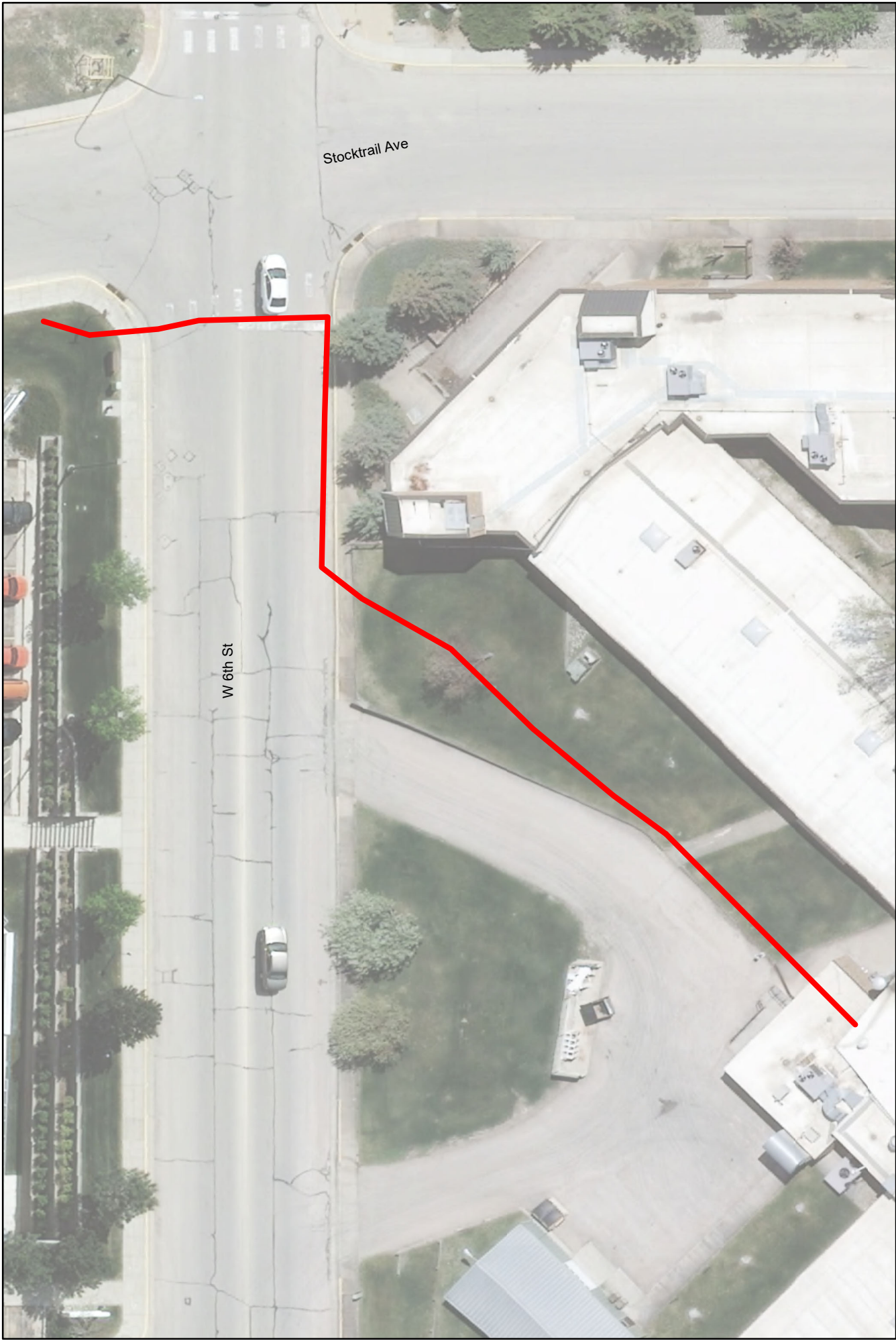
Anthony M. Reyes

Date

EXHIBIT D

VCN Raceway Lease Table of Contents

<u>Exhibit</u>	<u>Description</u>	<u>Date</u>
VCN-A-001	5 th & Kendrick to VCN Office	2/2018
VCN-A-002	Ready for Learning to Complex	9/2018
VCN-A-003	5 th & Kendrick to 6 th & Stocktrail	9/2018
VCN-A-004	6 th & Stocktrail to Dump Hill	9/2018
VCN-A-005	Dump Hill to LLC	9/2018
VCN-A-006	Hwy 14/16 to Foothills MHP	9/2018
VCN-A-007	6 th & Stocktrail to Burma	9/2018
VCN-A-008	Burma Ave to CCH	9/2018
VCN-A-009	VCN to 1 st National Bank to LLC	9/2018
VCN-A-010	Highway 59 – Lakeway to Sinclair	11/2018
VCN-A-011	Energy Street to Aquatic Center	11/2018
VCN-A-012	City West to Best Business Park	11/2018
VCN-A-013	6 th & Stocktrail to Pioneer Manor	02/2018
VCN-A-014	Campbell County Sheriff's Office	02/2018



**FIBER OPTIC
RACEWAY LEASE
VCN-A-013**

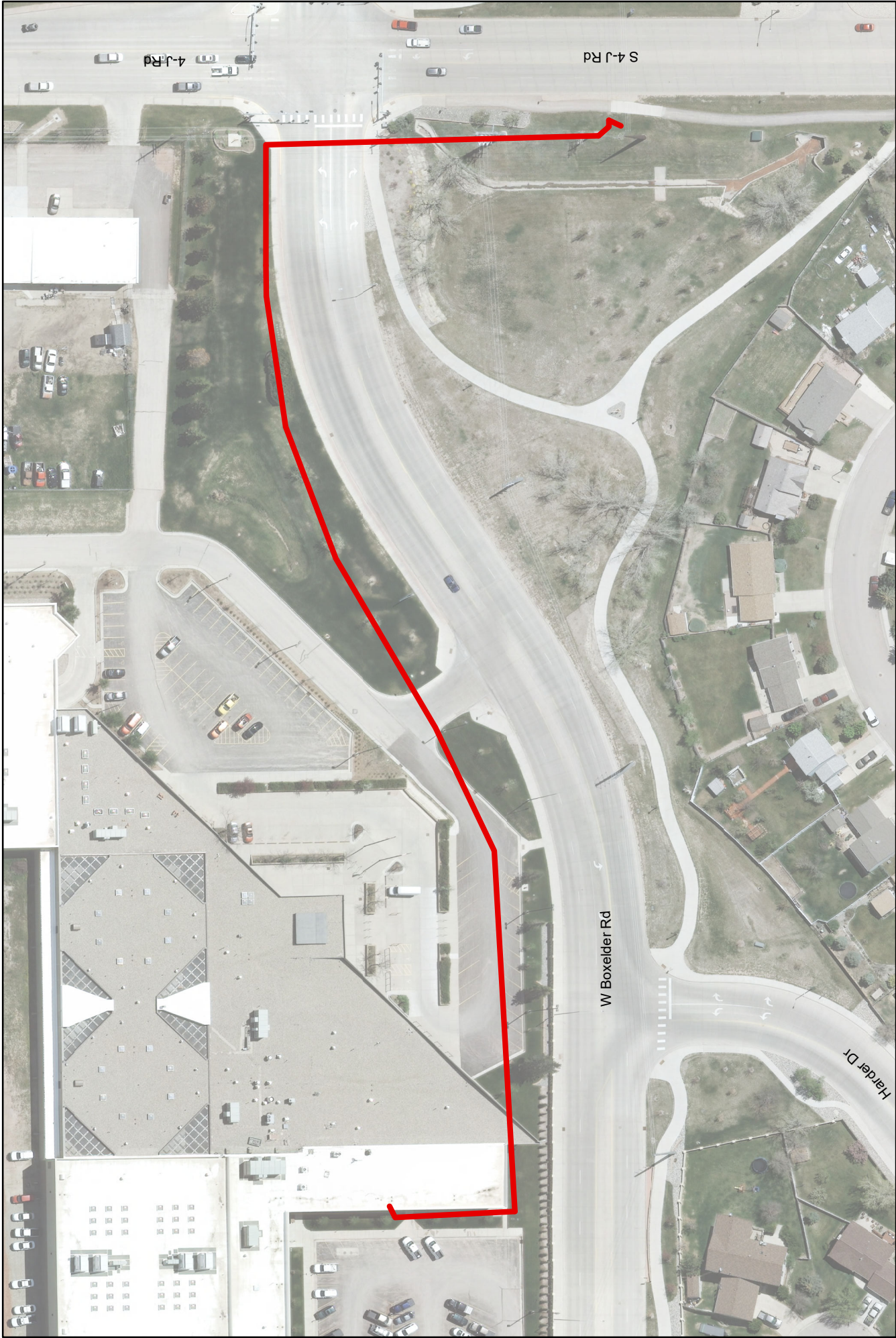
CITY OF GILLETTE
ELECTRICAL ENGINEERING
811 N EXCHANGE AVE
GILLETTE, WYOMING 82716
(307) 686-5277



General Description

6th Street & Stocktrail Avenue
to Pioneer Manor

Lease Route
Start Point: F831
End Point: Pioneer Manor
Approx. Route Distance: 320 LF



**FIBER OPTIC
RACEWAY LEASE
VCN-A-014**

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



General Description
Campbell County Sheriff's Office

Lease Route
Start Point: F826
End Point: CCSO
Approx. Route Distance: 1,255 LF