

**AMENDMENT NUMBER THREE 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 third 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-017 through VCN-B-021, which is attached as Exhibit D and made a part of this Agreement. In addition, the Original Agreement is modified to clarify the Company's obligation to obtain easements and other permissions over private property.

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.

Amendment Number Two, dated February 5, 2019, allowed the Company to add additional use of the public right-of-way and provide additional Facility Location Map(s), VCN-B-016.

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 D. 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.**

A. The parties agree to the modification of Section 5. L. of the Original Agreement to read as follows:

L. The Company shall submit new construction designs to City Electrical Engineering for approval. Designs shall meet current City Fiber Construction Standards (Section 16010), unless an alternate design is approved in writing by City Electrical Engineering. The Company may not direct bury fiber optic cables, unless prior written approval is received from the City Electrical Engineering Division (City West Building, 611 N. Exchange Ave., Gillette, WY 82717, Phone (307) 686-5277, Fax (307) 686-6564). Prior to installation of raceways that require access to private property, the Company shall obtain a Permanent Access and Utility Easement from the property owner. The Easement shall be recorded with the Campbell County Clerk. A copy of the recorded easement shall be provided to the City Electrical Engineering Division. Once the Company has installed raceways, then the Company may pull/install unlimited fiber pairs within one or more of the raceways.

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-B-017 through VCN-B-021 – Facility Location Map(s), and the Original Agreement consisting of ten (10) pages, and Exhibit A - Facility Location Map(s); Amendment Number One consisting of three (3) pages, and Exhibit B, VCN-B-003 through VCN-B-015 – Facility Location Map(s) and Exhibit C, VCN-B-016 – 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.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

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.

4/9/20

\_\_\_\_\_  
Date

(S E A L)

ATTEST:

\_\_\_\_\_  
Cindy Staskiewicz, City Clerk

**CITY ATTORNEY'S OFFICE APPROVAL AS TO FORM**

\_\_\_\_\_  
Anthony M. Reyes

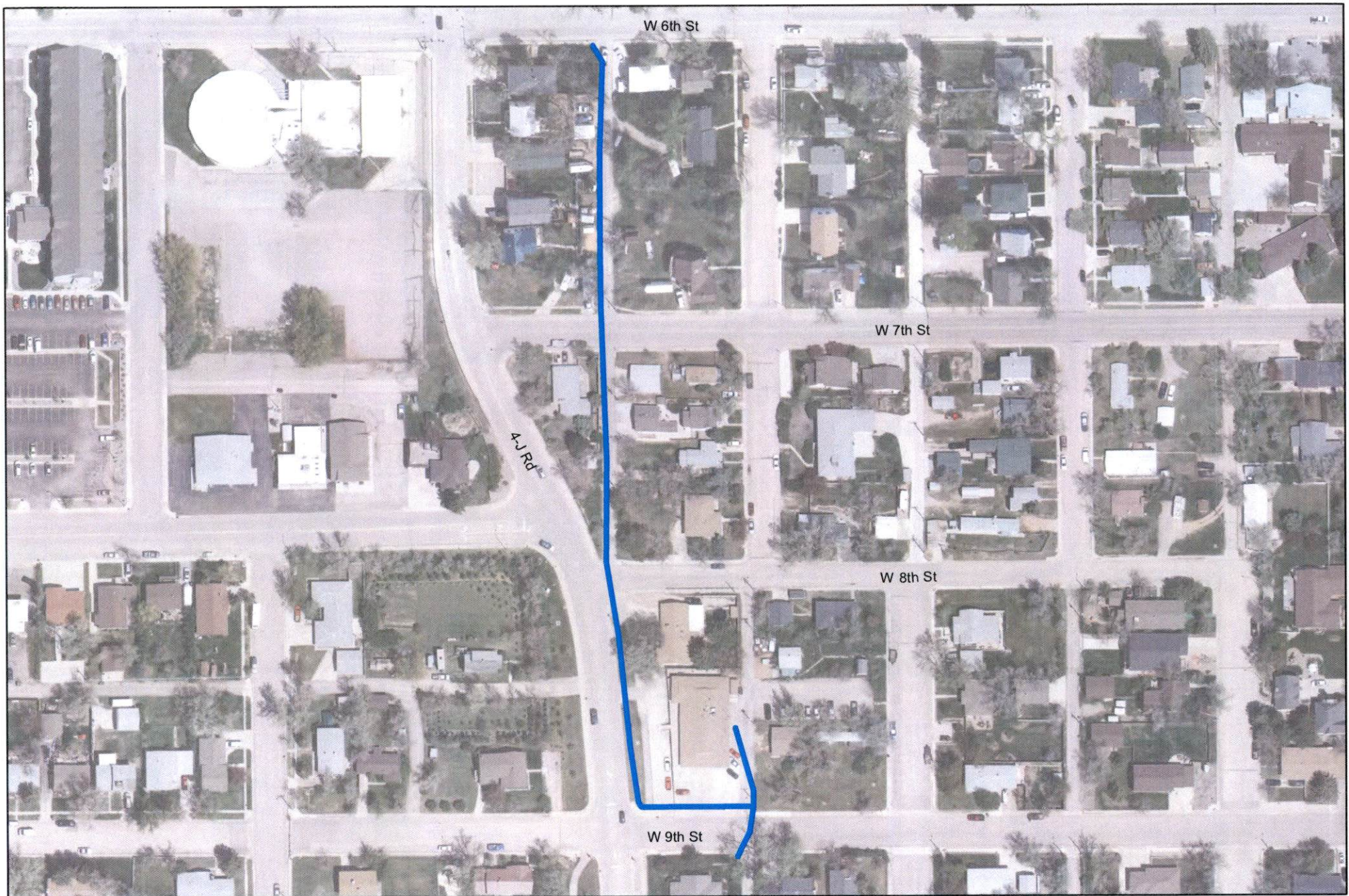
\_\_\_\_\_  
Date

## **EXHIBIT D**

### **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 <sup>st</sup> 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 <sup>th</sup> Street & Highway 59	02/2019
VCN-B-017	<b>6<sup>th</sup> Street &amp; 4-J Road to PRDA and M&amp;K Oil</b>	<b>10/2019</b>
VCN-B-018	<b>Prairie Wind Elementary</b>	<b>10/2019</b>
VCN-B-019	<b>Stocktrail Elementary</b>	<b>10/2019</b>
VCN-B-020	<b>Wyoming Work Warehouse</b>	<b>10/2019</b>
VCN-B-021	<b>Westwood High School</b>	<b>10/2019</b>





— Lease Route

Start Point: F879  
End Point: Sites

Approx. Route Distance: 1,179 LF

#### General Description

6th Street & 4-J Road  
to Powder River Dental Association  
and M&K Oil

N



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

**FIBER OPTIC  
RIGHT OF WAY LEASE  
VCN-B-017**





— Lease Route

Start Point: ROW  
End Point: ROW

Approx. Route Distance: 1,650 LF

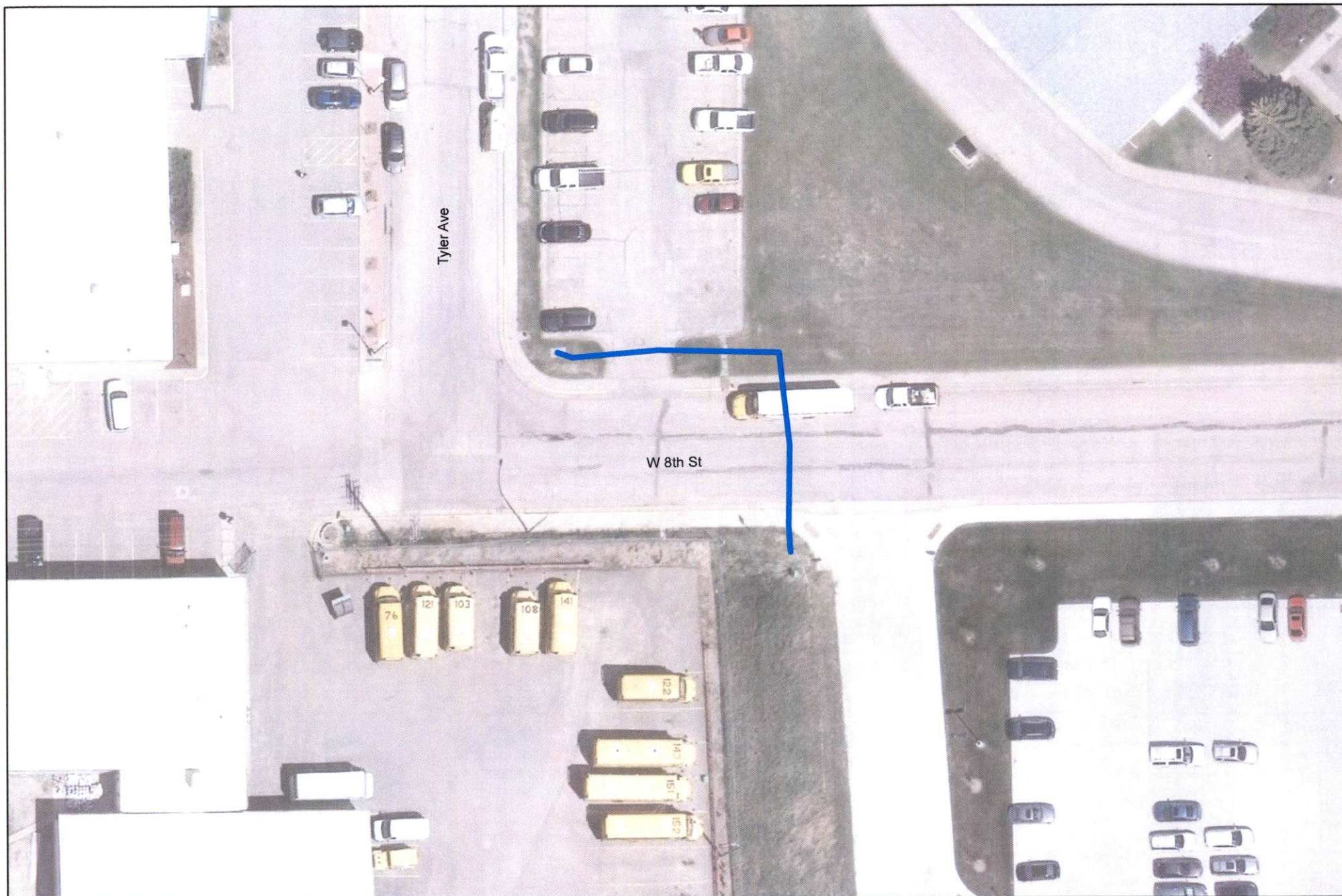
General Description  
Prairie Wind Elementary



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

**FIBER OPTIC  
RIGHT OF WAY LEASE  
VCN-B-018**





Tyler Ave

W 8th St

 Lease Route

Start Point: F047  
End Point: ROW

Approx. Route Distance: 136 LF

General Description

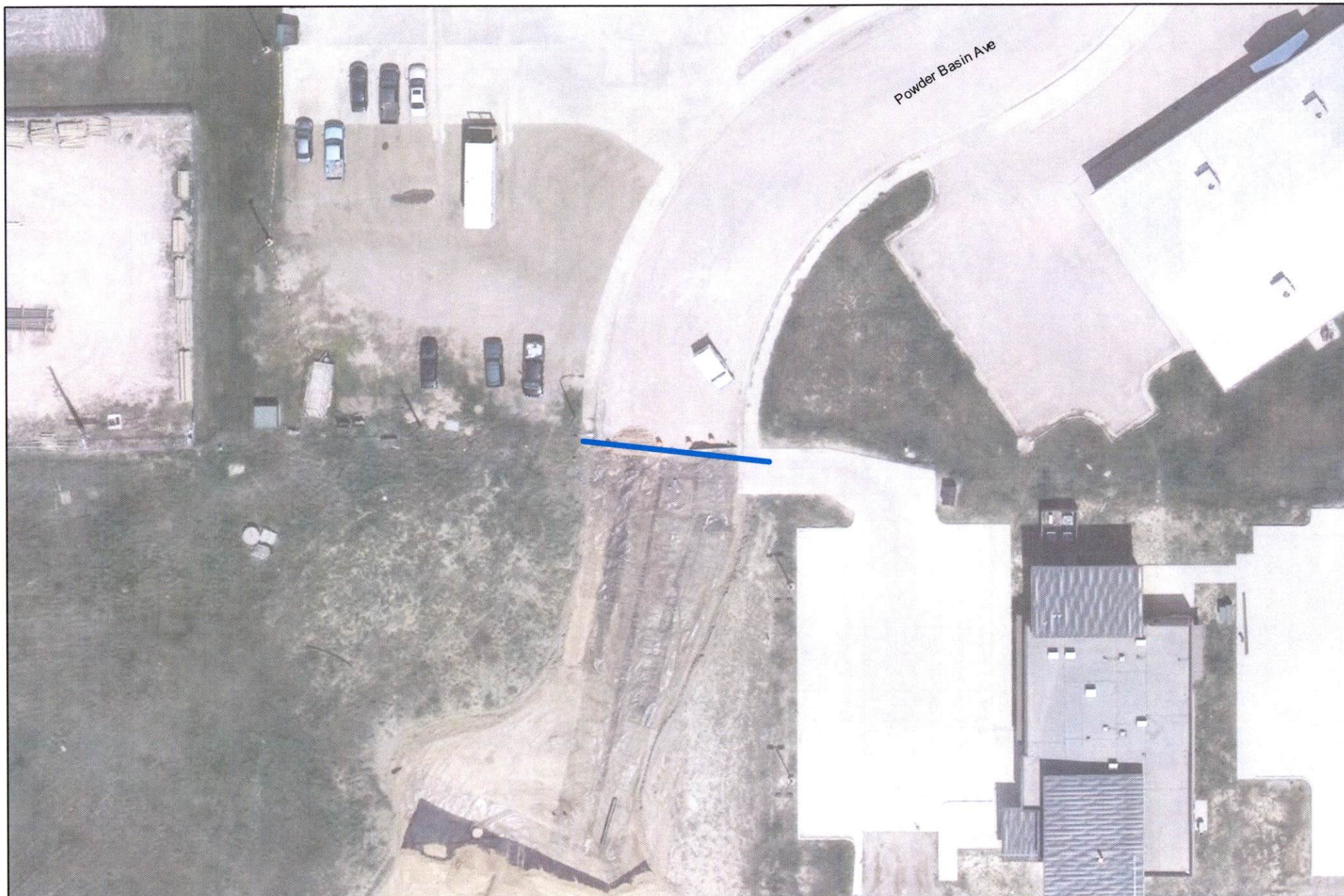
Stocktrail Elementary



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

**FIBER OPTIC  
RIGHT OF WAY LEASE  
VCN-B-019**





— Lease Route

Start Point: ROW  
End Point: ROW

Approx. Route Distance: 60 LF

#### General Description

Thunder Basin Orthopedics  
Wyoming Work Warehouse



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

**FIBER OPTIC  
RIGHT OF WAY LEASE  
VCN-B-020**





Destination Dr

— Lease Route

Start Point: ROW  
End Point: F895

Approx. Route Distance: 516 LF

General Description  
Westwood High School



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

**FIBER OPTIC  
RIGHT OF WAY LEASE  
VCN-B-021**