

First Amendment to Antenna Tower Space Lease Agreement

THIS FIRST AMENDMENT TO THE ANTENNA TOWER SPACE LEASE AGREEMENT ("Amendment") is made and entered into on October 17, 2023 by and between City of Lander, WY, referred to as "Lessor" and Visionary Communications LLC referred to as "Lessee."

Recitals

The parties hereto recite, declare and agree as follows:

A. LESSOR and LESSEE entered into an Antenna Tower Space Lease Agreement ("Agreement") dated November 1, 2019 with respect to a portion of property located at 1320 Bishop Randall Drive, Lander, WY 82520, with GPS Coordinates: 42.821046, -108.726747; NENE of Section 19, Township 33 North, Range 99 West, hereinafter referred to as "Leased Premises."

B. LESSOR and LESSEE desire to enter into this First Amendment in order to modify and amend certain provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt of sufficiency of which are hereby acknowledged, LESSOR and LESSEE covenant and agree as follows:

Section 1(a) of the lease shall be AMENDED as follows:

1. Lessor grants nonexclusive rights to Lessee for the leased premises as described and on the following terms:

(a) Lessee shall be allowed to place a tower assembly on the Sage West Hospital premises and have access in exchange for:

i. a trade for one (1) business internet connection of the *fastest wireless standard speed offering available in Lessor's area*, to be used as a redundancy in the case of primary service failure, to be installed at the following location: City of Lander, WY, 240 Lincoln Street, Lander, WY 82520 (Sonar ID 76571); so long as the location can be serviced by internet service from Lessee during the term of the lease. Service will be installed/upgraded upon receipt of a signed service order from Lessor.

ii. *A router will be provided by Lessee upon Lessor's request.*

iii. The tower assembly will be no taller than the tallest existing tower currently residing on the roof and will consist of non-penetrating roof mounts. Special precautions will be taken to maintain the integrity of the roof membrane.

All other terms and provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date of the execution by the last party to sign.

Lessor:

City of Lander, WY
Attn: Monte Richardson, Mayor
240 Lincoln Street
Lander, WY 82520
(307) 332-2870
mrichardson@landerwyoming.org

Signature

Monte Richardson, Mayor

Print Name & Title

Date

STATE OF WYOMING }
 } ss.
County of Fremont }

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by: **Monte Richardson, Mayor, City of Lander, Wyoming.**

WITNESS my hand and official seal.

(SEAL)

Notary Public

My Commission expires: _____

