

Return to:

Visionary Communications LLC.
Attn: Johny Mikkelson
P.O. Box 2799
Gillette, WY 82717

Aerial Fiber Optic Easement

That the undersigned, hereinafter called "Grantor" (whether one or more), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto **Visionary Communications LLC, a Wyoming Limited Liability Company** (Grantee), whose address is: **1001 S. Douglas Hwy., Suite 201, Gillette, WY 82716**, and to its successor(s) or assignee(s), a continuous non-exclusive aerial fiber optic easement and right of way for the purpose of attaching to power utility poles over and across a tract of land owned by Grantor and more particularly identified as:

Parcel Number: _____

Property Address: _____ Albany County, Wyoming

This aerial fiber optic easement herein granted shall not be more than ten (10) feet in width and will follow the same path as the existing power easement and will allow the right to place, operate, maintain, repair and remove thereon over said land the overhead fiber optic lines, equipment or system consisting of fiber and all other necessary or desirable appurtenances; and

1. the right to any additional temporary working space about or near the easement as may be reasonably necessary, together with the right of pedestrian and/or vehicular ingress and egress over Grantors adjoining land to or from said easement for the purpose of inspecting, upgrading, modifying, expanding the capability of, operating, repairing, maintaining, relocating within this easement, replacing, and/or removing said fiber optic facilities, equipment and systems and appurtenances pertaining thereto; and
2. the right to clear the right of way of all obstructions, to cut, trim or remove trees and/or shrubbery that may interfere with or have an effect on the operation, reliability, efficiency and/or maintenance of said fiber optic facilities, equipment or system; and
3. the right of free access to the easement at all reasonable hours to perform the aforementioned activities, and at any time to restore service in the event of an emergency.

Grantor covenants that Grantor, Grantor's heirs, successors and assigns shall not, individually, or in combination with others, interfere directly or indirectly with Grantee's use of this easement now or at any time in the future, or with the efficiency, safety, or convenient operation of the Grantee's facilities, related

equipment, devices, appliances, and/or other property, and Grantor further agrees that this prohibition shall be a covenant running with the land. Grantor agrees that the Grantee shall have the right to remove, or cause to be removed, at Grantor's sole cost, any obstructions Grantor installs, erects or creates after the effective date of this easement and which limit or impede Grantee's access to, over, or across said easement, or which interferes with or impacts the operation, reliability, efficiency, or maintenance of Grantee's facilities or system.

Grantor agrees that all fiber optic cable and all other material and equipment installed over the above-described lands at the Grantee's expense shall remain the property of the Grantee and shall be removable at the option of the Grantee.

This aerial fiber optic easement contains all covenants and terms between the Grantor and Grantee related to the easement. Any oral representations or modifications concerning this aerial fiber optic easement shall be of no force or effect. Any subsequent amendment or modifications to this aerial fiber optic easement must be in writing and agreed to by the Grantor and Grantee. No waiver by Grantee of any default or breach of any covenant, condition, or stipulation herein contained, or delay by Grantee in the utilization of any right herein granted, shall be treated as a waiver of any subsequent default or breach of the same or any other covenant condition or stipulation, or as a waiver of any right of Grantee or of the ability of Grantee to utilize any such right at a further date.

The aerial fiber optic easement shall be governed by Wyoming law and constitutes the entire agreement between the parties relating to the subject matter hereto. If any provision of this aerial fiber optic easement shall be held invalid or unenforceable, the remainder of the easement and the application of such provisions, other than that which has been held invalid or unenforceable, shall not be affected thereby, but shall continue to be valid and enforceable to the fullest extent permitted by the law.

IN WITNESS WHEREOF, Grantor has executed this Agreement as of the ____ day of _____, 2024.

GRANTOR(S):

X _____
(Signature)

X _____
(Signature)

(Printed Name & Title)

(Printed Name & Title)

STATE OF WYOMING }
 } ss.
COUNTY OF ALBANY }

The foregoing instrument was acknowledged before me by _____
on this ____ day of _____, 2024

Witness my hand and official seal.

Signed: _____
Notary Public

(Seal)

My Commission Expires: