

AMENDMENT #3

05-23-2016

THIS DARK FIBER LEASE AGREEMENT ("Agreement") is dated as of _____, 2016, by and between Sauk County, a political subdivision of the State of Wisconsin, ("County") and Wisconsin Independent Network, LLC, a Wisconsin Limited Liability Company ("Lessee" or "WIN") is hereby amended as follows:

1. Dark Fiber.

In addition to the 2 strands of fiber as noted in the original lease agreement that total 51.62 miles of dark Fiber and the 2 strands of dark fiber totaling 145.94 miles in Lease Amendment #1, and the Twenty four (24) Rack units, or One half (½) of a full rack within the Hillpoint Tower Site in Lease Amendment #2; the lessee has request the following be added to the lease:

Two (2) fibers on Spur from Vault #24 Leg B (CTH P & Hwy 23) to Whitlock & Delevan Street **2.48 miles (1.24 miles per fiber)**;

Two (2) fibers on Leg B from Lake Delton Tower to Vault #24 Leg B (CTH P & Hwy 23) **1.12 miles (0.56 miles per fiber)**;

Two (2) fibers on Leg A from Courthouse to Lake Delton Tower **31.16 miles (15.58 miles per fiber)**;

Two (2) fibers on Leg I from the Tower Road Tower to Vault #43 **4.98 miles (2.49 miles per fiber)**;

Two (2) fibers on Leg J from the Tower Road Tower to Law Enforcement Center **19.28 miles (9.64 miles per fiber)**;

Two (2) fibers on Leg K from the Law Enforcement Center to Courthouse **3.88 miles (1.94 miles per fiber)**;

Fiber duct space Lease vault at Whitlock & Delevan Street to vault at S Burritt Street & Hwy 23 **1,546 feet**

Total Fiber Distance as describe = 62.9 miles (31.45 miles per fiber)

Total Duct Space Distance as described = 1,546 feet

5. Fees.

For the Term of this agreement the County shall receive from the Lessee the monthly lease fee as defined within Attachment D – Amendment #3 in addition to the fees in Attachment D – Amendments #1, Attachment D – Amendment #2 and Attachment D of the original agreement. This fee will automatically increase annually on January 1st of each calendar year regardless of the effective date of this agreement. Annual costs are noted within Attachment C of the original agreement. This additional Lease fee may be paid either monthly or annually. There will be a one-time Lease application fee, a one-time restoration fee and splicing costs as outlined within Attachment D – Amendment #3 attached hereto. The one-time cost will be invoiced upon completion of the work and signature of the agreement and must be paid within thirty (30) of the invoice.

All other portions, conditions and requirements of the original lease agreement will remain in full effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature below.

SAUK COUNTY

Wisconsin Independent Network, LLC

(Signature)

(Signature)

Marty Krueger, County Board Chair
(Name & Title)

(Name & Title)

(Date)

(Date)

39-6005740

(Tax ID #)

(Tax ID #)

(Signature)

Becky Evert, County Clerk

(Name & Title)

(Date)

ATTACHMENT D AMENDMENT #3 - WIN

(Estimated cost)

	NUMBER OF STRANDS	DISTANCE	COST PER STRAND - PER MILE - PER MONTH	MONTHLY COST	ONETIME COST
Dark Fiber, two strands - CTH DL Splice point to Merrimac Splice Point (Vault #43 Leg I)	2	31.45	\$20.76	\$1,305.80	
Duct space lease	1	1546	\$0.02	\$30.92	
Lease Application Fee - ONE TIME FEE	1	n/a	\$1,500.00		\$1,500.00
Restoration Fee - ONE TIME FEE	1	n/a	\$2,000.00		\$2,000.00
Splicing Costs (Estimate Only Actual cost to be billed)	1		\$1,375.00		\$1,375.00
Oversight/testing costs (Estimate Only Actual cost to be billed)	1		\$1,600.00		\$1,600.00
TOTALS				\$1,336.72	\$4,897.5.00

NOTES

Updated 5-25-16

- 1- These fees show the first year cost only.
- 2 - Annual Increases take affect on January 1st of each calendar year, regardless of when the Lease agreement started.
- 3 - Duct space lease is calculated at \$.028 per foot annually or .02 per foot monthly.