STREET LIGHTING AGREEMENT **Company Owned System**

This STREET LIGHTING AGREEMENT ("Agreement") made by and between City of Lander ("Customer") in Fremont County, State of Wyoming and Rocky Mountain Power, an unincorporated division of PacifiCorp ("Company"). wherein Customer agrees to pay for street lighting service and Company agrees to install, maintain and operate street lighting facilities at those locations listed and described herein under the terms and conditions of Schedule No. 51 or any effective superseding schedule filed with the Wyoming Public Service Commission. This Agreement shall be subject to the Company's electric service regulations, copies of which are available on the Company's web page.

| Said service shall be furnished as soon as practicable after the date hereof, by Company-owned streetlights specified |
|---|
| as follows: |
| □ Listed Below. |
| Listed on Exhibit "A", attached hereto and by this reference made a part hereof. |
| |
| |

| Location | Pole # | Light Type | Watts |
|------------------|--------|------------|-------|
| 1. Wood & 6th ST | 074011 | LED | 50 |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |

Company will furnish street lighting service, as shown on the attached sketch, at the Company's regularly filed rate. provided the Customer provides and installs trenching, conduit, back fill, bedding material, concrete bases for metal poles, site restoration and rights-of-way acceptable to the Company. All requirements shall meet the Company's specifications, including trench and conduit, on and off the Customer's property, beginning at the Company's existing facilities. Company's responsibilities and obligations hereunder with respect to the operation and maintenance of the street lighting service shall be limited to those set forth in the applicable rate schedule of the Company's Wyoming Tariff.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Company may at any time assign its rights and delegate its obligations under this Contract to any: affiliate; successor in interest; corporation; or any other business entity in conjunction with a merger, consolidation or other business

reorganization to which Company is a party. The total non-refundable advance is \$2,872.00.

| Opecial Fiovisions. Notice | |
|----------------------------|----------------------|
| City of Lander | Rocky Mountain Power |
| Signature | Signature |
| Date | Date |

Special Provinces: Mana