

ELECTRIC DISTRIBUTION EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That the undersigned, the **Town of Alpine** ("Grantor"), for a good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, convey and warrant unto Lower Valley Energy, a Cooperative Utility Corporation, of Afton and Jackson, Wyoming and to its successors and assigns, ("Grantees"), a perpetual easement and right of way for the construction and continued maintenance, repair, technological upgrades or alteration and replacement of the electric distribution circuits, lines and equipment of the Grantee to be constructed and maintained under, upon and across the premises of Grantor in **Lincoln County, State of Wyoming**, along a line described as follows, to wit:

BEING a portion of the Alpine West Addition to the Town of Alpine, within Section 29, T37N, R118W, in Lincoln County, Wyoming, more particularly described as follows:

COMMENCING at a point at the intersection of the Palisades Reservoir Take Line with the east line of the NW1/4 SE1/4 of Section 30, T37N, R118W which is 1353.32 feet South 76°18.8' East from the northwest corner of said SE1/4; thence 413.26 feet South 76°18.8' East along said Take Line to an angle corner; thence 1515.16 feet North 82°13.1' East along said Take Line to the northwest corner of the Palisades Heights Subdivision of record in the office of the Clerk of Lincoln County as Plat No. 249; thence 237 feet South 00°30' East to the point of beginning; thence 263 feet South 69° West; thence 60 feet North 19° West to a transformer location.

Easement to include 10 feet on each side of described line, together with all necessary and reasonable rights of ingress and egress and to excavate and refill ditches and trenches for the location and repair of said facilities and to cut, trim, spray herbicides, or remove trees, shrubbery, undergrowth or other obstructions interfering with the repair and maintenance of the facilities.

The Grantor acknowledges that Electric and Magnetic Fields (EMF) are naturally occurring in the transmission or distribution of electricity, and that the Grantee has here notified Grantor that EMF testing and information is available upon request from the Grantee. This Easement by Grantor is intended to include so much space as is necessary or appropriate to the presence of EMF and reasonable operation of the Grantee's distribution lines.

Grantor agrees that all poles, wires and other facilities, installed on or under the described lands shall remain the property of the Grantee removable in the sole discretion of the Grantee at the Grantee's expense. The rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the parties, their heirs, executors, administrators, successors and assigns. Grantor shall compensate Grantee for any damages to Grantee's facilities caused by Grantor, including payment of Grantee's attorney fees if action is undertaken by Grantee to enforce the commitments described in this easement. Grantor reserves the right to improve, occupy and use this easement for all purposes not inconsistent with the easement grant. Each party shall have the remedy of specific performance regarding this easement. The rights and obligations described in this easement shall run with the land. This easement is not exclusive, and Grantor retains all rights not specifically granted by this easement. This is the entire agreement of the parties regarding this easement, except as may be set forth in writing after the date of this easement and signed by the parties. Grantor hereby releases and waives all rights by virtue of the Homestead Exemption Laws of Wyoming.

WITNESS the Hand of the Grantor, this 16th day of May, 2008.

Victoria DeCora
Victoria DeCora, Mayor



STATE OF
Wyoming
COUNTY OF
Lincoln

The foregoing instrument was acknowledged before me by **Victoria DeCora**, affirming proper authority as Mayor of the **Town of Alpine**, this 16th day of May, 2008.

(Seal)
Witness my hand and official seal.
Whitney Heller
Notary Public

NOV. 12 2011
My commission expires: