



SUMMIT GAS RESOURCES, Inc.  
SHERIDAN WYOMING  
Right Of Way Easement

**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned Schauer Enterprises, LLC, (Landowner) for good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto Summit Gas Resources, Inc. (Operator), whose corporate headquarters address is 1 East Alger Street, Sheridan, Wyoming 82801 and to its successors and assigns an easement 30 feet in width along with the right to enter upon the hereinafter described lands and to construct thereon, operate, change framing and voltage and maintain electric lines and associated facilities and equipment and to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operations and maintenance of said lines, facilities and equipment, including the right of ingress and egress to and from said lands for the purposes described above, to wit:

**Legal Description**

T57N, R77W, 6<sup>th</sup> P.M., Sheridan County, Wyoming  
SECTIONS 6, 7, 16, 17, and 18

Beginning at a point on an East-West fence line, from which the SE corner of said Section 16 bears South 88°27'53" East, a distance of 3189.01 feet from the POINT OF BEGINNING; thence along the centerline of an easement, the bearings and distances of which are approximate, North 49°49'24" West, a distance of 137.24 feet; thence North 75°36'12" West, a distance of 899.78 feet; thence North 63°12'11" West, a distance of 894.91 feet; thence North 57°58'11" West, a distance of 1204.98 feet; thence North 60°03'55" West, a distance of 599.88 feet; thence North 49°55'13" West, a distance of 1725.43 feet; thence North 40°38'44" West, a distance of 225.06 feet to a point of intersection and beginning of a TAP A;

Thence continuing along said TAP A, South 24°20'17" West, a distance of 346.44 feet to an East-West fence line and approximate property boundary.

Thence continuing from said intersection with TAP A, North 40°38'44" West, a distance of 1149.52 feet; thence North 54°53'13" West, a distance of 3271.52 feet to a point of intersection and beginning of TAP B.

Thence continuing along said TAP B, thence North 88°21'23" West, a distance of 873.92 feet; thence South 58°36'43" West, a distance of 899.85 feet; thence South 58°36'43" West, a distance of 599.78 feet; thence South 51°42'05" West, a distance of 870.53 feet to the end of TAP B.

Thence continuing from said intersection with TAP B, North 54°53'13" West, a distance of 269.38 feet; thence North 49°54'46" West, a distance of 266.31 feet; thence North 28°24'24" West, a distance of 983.71 feet; thence North 05°25'02" East, a distance of 986.27 feet; thence North 37°51'03" West, a distance of 1531.43 feet; thence North 31°40'33" West, a distance of 767.42 feet; thence North 20°40'56" East, a distance of 1892.14 feet; thence North area 34°46'03" West, a distance of 2090.96 feet; thence North 09°00'32" West, a distance of 1769.05 feet to the POINT OF TERMINUS.

The above description is for a three-phase 24.9/14.4kV overhead power line "Right-of-Way", 30' in width, being 15' on either side of centerline extending an approximate total distance of 24255.55 feet, including but not limited to any and all meter poles, anchors and guy structures that are affixed to the power line and located by necessity outside of the herein described 30 foot right-of-way corridor.

as shown on the attached map marked "Exhibit A" that includes the metes and bounds description and incorporated into this document by this reference.

The above description is for an overhead power line "Right-of-Way", 30 feet in width, being 15 feet on either side of the described centerline, including but not limited to any and all meter poles, anchors and guy structures that are affixed to the power line and located by necessity outside of the herein described 30 foot right-of-way easement.

The undersigned agree that all poles, wire and other facilities and equipment installed at the Operator's expense on the above described lands shall be and remain the property of the Operator, removable at the option of the Operator upon the termination of services to, or through said lands. However, at such time as Operator may terminate its use of any or all portions of the constructed overhead power line, Landowner shall have the right to retain such portions in order to obtain electric power from Powder River Energy Corporation, its successors and assigns, for landowner's use. Should Operator terminate its use of the overhead power line for services on or through said lands, Landowner shall have the right to demand removal, in a timely manner, of all poles, wire, and other facilities as are no longer in use and this Right of Way Easement shall terminate at that time.

As compensation for the right of way described herein, Operator agrees to pay Landowner, prior to construction, a one time payment in an amount equal to \$10.50 per lineal rod (16.5 feet) of the centerline of the above described right of way. Payment shall be due upon signing of this right of way easement or October 31, 2011.

*ms*

The undersigned agree all new structures built after the construction of the described power line, within the right-of-way easement, will meet National Electric Safety Code guidelines, or Operator will have the right to request alteration and/or removal at Landowner's expense. Landowner shall not place any structure or store any material or crops within the Right of Way granted that might otherwise interfere with the operation of the power line constructed or create a risk of fire or injury. Subject to the foregoing limitations, the right-of-way may be used by Landowner for roads, pasture, agricultural crops, fencing, and other purposes not inconsistent with said easement.

None of Operator's employees or authorized agents or any other person under the direction or control of Operator shall be permitted to carry firearms or any weapon while crossing Landowner's property and such persons shall not hunt or fish on Landowner's property and shall not trespass on Landowner's property for the purposes of hunting or fishing or recreational uses. No dogs will be permitted on Landowner's property at any time. Operator will notify all of its contractors, agents and employees that no dogs, firearms, weapons, hunting, fishing, or recreational activities will be allowed on Landowner's property. None of Operator's employees or authorized agents or any other person under the direction or control of Operator shall possess or be under the influence of alcohol or illegal drugs while on Landowner's land. Smoking shall not be permitted at any time on Landowner's Lands outside of a vehicle and no ashes or waste from any smoking device shall be deposited on Landowner's Lands.

The undersigned agree reasonable access to above described right-of-way easement be granted, in the event ingress/egress via designated easement access is obstructed and that such access shall be only for the purposes described above.

It is understood by Landowner that it is the intention of Operator to assign this right of way easement to Powder River Energy Corporation upon completion of construction of the overhead power line.

This agreement will terminate if construction of the overhead power line has not commenced within two years of the date executed by the undersigned below.

IN WITNESS WHEREOF, the undersigned have executed and endorsed this Right of Way Easement this

16<sup>th</sup> day of May, 2012

Michael Schauer  
Schauer Enterprises, LLC

State of Wyoming )  
County of Sheridan )ss

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of May, 2012

by Michael Schauer - Schauer Enterprises, LLC

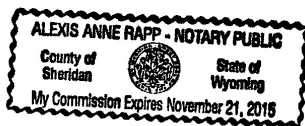
Witness my hand official seal

Alexis Anne Rapp

Notary Public

My commission expires: 11-21-15

SEAL

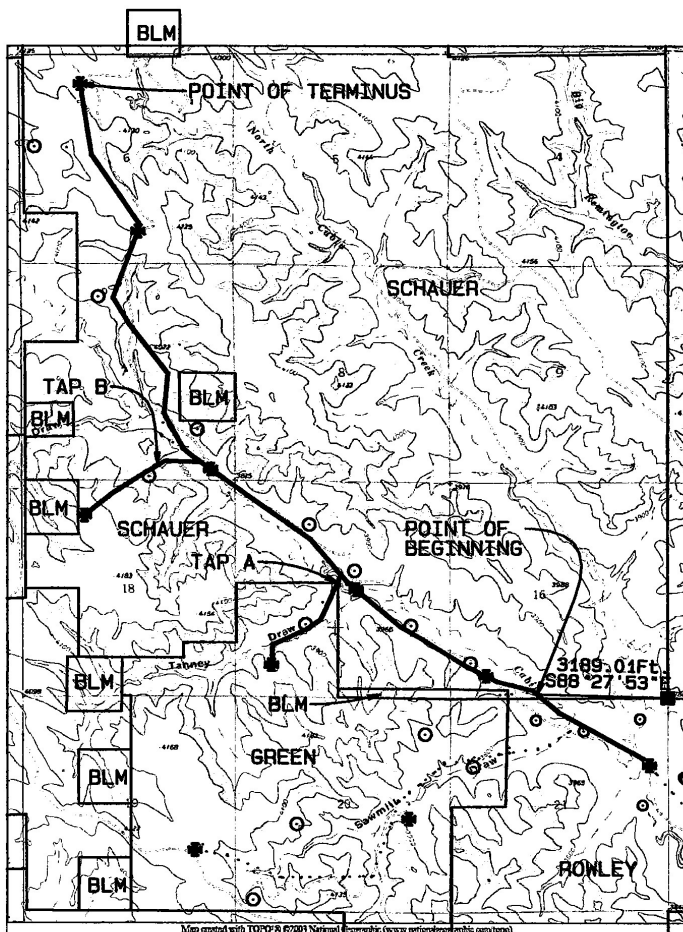


[Signature] 5/16/12  
Acknowledged by: Summit Gas Resources, Inc. Date  
Right of Way Agent or Project Supervisor

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## EXHIBIT A



### LEGEND

- ☒ TAP @ EXISTING THREE PHASE
- POWER DROP
- FOUND SECTION CORNER
- WELL



Basis of Bearings: ASTRONOMIC  
(using Static/RTK GPS methods)

### POWER LINE EASEMENT PLAN SUMMIT GAS PHASE 3

SECTIONS: 21, 22, 26, 27, 35, 36  
ALL IN T37N, R77W, 6TH PM

NORTH PARK ENGINEERING &  
CONSULTING, INC.

P.O. BOX 305  
GARDEN, CO 80440  
(870) 722-3725

DRAWING FILE: SUMMIT PH 3  
DATE: 5/14/12

MEAS'D BY: R. MILLER  
DRAWN BY: R. MILLER  
CHECKED BY: R. MILLER

NO: #'s 110449, 110450, 110451,  
& 110452  
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SCALE: 1" = 3000'

ms