

POWDER RIVER ENERGY CORPORATION
SUNDANCE, WYOMING
Right Of Way Easement

KNOW ALL MEN BY THESE PRESENTS:

That (I) (We) the undersigned: Christine A. Carter & Kathryn A. Brown

831 Badger Creek Rd., Sheridan WY 82801

for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Powder River Energy Corporation, a Wyoming cooperative corporation utility (hereinafter called the Cooperative) whose corporate headquarters post office address is P.O. Box 930, Sundance, Wyoming 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, to wit:

T57N, R81W, 6th P.M., Sheridan County, Wyoming

SECTION 09: SW¼ SW¼

as shown on the attached map marked "Exhibit A" 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 agrees that all poles, wire and other facilities and equipment installed at the Cooperative's expense on the above said described lands shall be and remain the property of the cooperative, removable at the option of the cooperative upon the termination of services to, or through said lands.

The undersigned warrants it/they are the owner(s) of the above described land and have proper authority to execute this easement on behalf of Grantor.

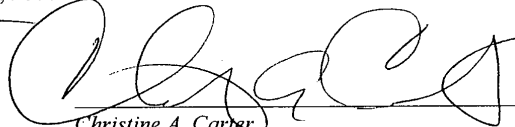
Abandonment. In the event PRECorp should abandon the facilities constructed within the boundaries of this easement for a period of one year or more the landowner shall have the right to request PRECorp remove all improvements within the easement and file a release. Upon such notification PRECorp shall file a release and remove all improvements unless PRECorp can legitimately characterize the facilities constructed within this easement as necessary for future development or for members other than the landowners.

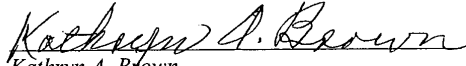
Indemnification. The Cooperative agrees to keep the property free and clear from all liens and encumbrances of any kind whatsoever and to protect, indemnify, hold harmless and defend Grantor, it/their successors and assigns, against any claims, demands, costs, liability, loss or damage suffered by Grantor, it/their successors and assigns, including reasonable attorney fees and litigation costs, arising out of Cooperative's activities conducted upon the Grantor's property. Cooperative's obligation of indemnity shall not include any obligation whatsoever of any kind or nature to protect, indemnify, hold harmless and defend Grantor, it/their successors and assigns, against any claims, demands, costs, liability, loss or damage suffered by Grantor, it/their successors and assigns, including reasonable attorney's fees and litigation costs, resulting from or associated in any way with any activities whatsoever conducted by persons or entities not related to or in any way connected with the Cooperative or Cooperative's activities.

Damages. In addition to the consideration paid for this easement, Grantee shall pay for any damages to Grantor's growing crops, grasses, trees, shrubbery, or fences caused by the maintenance or operation of Grantee's facilities; provided, however, that the Grantee shall have the right from time to time to cut or clear trees, brush and other obstructions on said right of way that might interfere with the operation or maintenance of Grantee's electric lines.

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

19th day of February, 2008


 Christine A. Carter


 Kathryn A. Brown

State of WYOMING)
 County of SHERIDAN) ss

The foregoing instrument was acknowledged before me this 19th day of FEBRUARY, 2008

by Christine A. Carter and Kathryn A. Brown

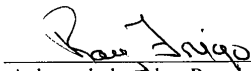
Witness my hand official seal


 Notary Public

My commission expires: 12/07/2008

SEAL



 2-19-08
 Acknowledged by: Powder River Energy Corp. Date
 Right of Way Agent or Project Supervisor

Initialed for Identification _____

Exhibit "A"

Christine A. Carter and
Kathryn A. Brown

T57N,R81W, 6th P.M., Sheridan County, Wyoming

Section 09: SW $\frac{1}{4}$ SW $\frac{1}{4}$

Bearings and distances are approximate, based on GPS gathered data and projected in NAD 83 WYO East Central, U.S. Foot.

Commencing at the Southwest corner of Section 09, thence N.21°05'E., for a distance of 487 feet, more or less, to POB (Point of Beginning) in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 09. Thence S.65°09'E., a distance of 604 feet, more or less; thence S.67°56'E., a distance of 533 feet, more or less, to POE (Point of Ending) and the end of said easement at a point on the South line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 09.

The above description is for a power line "Right-of-Way", extending a total distance of 1,137 feet, more or less.

