

Right of Way Easement for Overhead Power Line

David A. Miller and Dale Ann Miller, husband and wife, whose address is P. O. Box 84, Wyrarno, WY 82845 hereinafter referred to as ("Owner") hereby grants to Powder River Energy Corporation, hereinafter referred to as ("Cooperative") whose address is P. O. Box 930, Sundance, WY 82729-0930 and to its successors and assigns an easement 30 feet in width, being 15 feet on each side of the centerline shown on attached Exhibit "A" to construct, operate, change framing and voltage and maintain an overhead electric line and associated facilities and equipment.

The easement affects the following described land:

T55N, R82W, 6th P.M., Sheridan County, Wyoming

Section 29: N1/2SE1/4, S1/2SW1/4, NW1/4SW1/4

Section 30: NE1/4SE1/4

As shown on the attached map marked "Exhibit A".

All poles, wires 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 by the Cooperative upon termination of services to or through said lands.

Before construction of the power line, Cooperative shall consult with and obtain the consent of Owner prior to removing or damaging any trees that are within the right-of-way; however once the power line is constructed the Cooperative reserves the right to cut and trim trees and shrubberies that may interfere with or threaten the operation and maintenance of said lines, facilities and equipment without consulting or obtaining permission of Owner.

Unless otherwise agreed by Owner, access to the easement shall be limited to the above-described right of way.

Cooperative will restore, reseed, and rehabilitate any areas disturbed by Cooperative's activities on the easement within 6 months after the date the surface disturbing activities occur, weather permitting.

Cooperative will not allow any debris to be discarded on the easement, and Cooperative will be responsible to clean up debris along the easement for which Cooperative or Cooperative's invitees are responsible.

"Owner" does not warrant title to the property, and this easement is granted subject to all existing rights, mortgages, and liens.

If any portion of the easement area is included within the area covered by any pipeline easement or other right of way granted by Owner, Cooperative will not unreasonably interfere with the easement holder's rights under that easement or right of way.

To the maximum extent permitted by law, Cooperative shall indemnify, defend, and hold harmless Owner, its officer, directors, shareholders, and tenants from any and all claims, demands, or causes of action arising out of the use of the easement by Cooperative.

None of Cooperative's employees, authorized agents, invitees, or any other person under the direction or control of Cooperative shall be permitted to smoke (except while inside a vehicle) or carry firearms or any weapon while on the easement. No hunting, camping, or open fires by Cooperative or its employees, authorized agents, invitees or other persons under the direction or control of Cooperative shall be permitted on the easement at any time. Cooperative shall not use explosives on the easement. Cooperative will notify all of its contractors, agents, employees, and invitees that no dogs, firearms, weapons, hunting, camping, or open fires are permitted on the easement.

Abandonment of electric line by Cooperative for a period of twelve (12) consecutive months will result in rights granted herein reverting to Owner. In the event Cooperative should abandon the facilities constructed within the boundaries of the easement for a period of one year or more, Owner shall have the right to request Cooperative to remove all improvements within

the easement and file a release. Upon such notification, Cooperative shall file a release and remove all improvements unless Cooperative can legitimately characterize the facilities constructed within this easement as necessary for future development or for members other than Owner.

Dated this 9 day of Oct, 2008.

By: David A. Miller
David A. Miller

By: Dale Ann Miller
Dale Ann Miller

Powder River Energy Corporation

By: Cmdy Saules

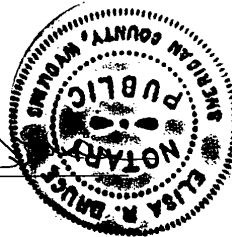
Title: Right of Way Agent

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by David A. Miller and Dale Ann Miller this 9th day of September, 2008.

Witness my hand and official seal.

Elisa R. Bauer
Notary Public

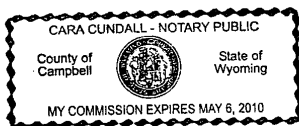


My Commission Expires: 2-28-2009

STATE OF Wyoming)
) ss.
COUNTY OF Campbell)

The foregoing instrument was acknowledged before me by Cmdy Saules the Right of Way Agent of Powder River Energy Corporation this 9 day of Oct, 2008.

Witness my hand and official seal.



Cara Cundall
Notary Public

My Commission Expires:

Miller Easement

T55N, R82W, 6th P.M., Sheridan County, Wyoming

Section 29: N1/2SE1/4, S1/2SW1/4, NW1/4SW1/4

Section 30: NE1/4SE1/4

Beginning at a point on Powder River Energy Corporation's overhead power line, from which the South ¼ corner of Section 29, T55N, R82W bears South 34°48'07" West, a distance of 3192.07 feet from the POINT OF BEGINNING #1; thence along the centerline of an easement, the bearings and distances of which are approximate, South 01°21'07" East, a distance of 35.29 feet; thence South 33°10'19" West, a distance of 1220.81 feet; thence South 80°13'25" West, a distance of 754.05 feet; thence South 30°11'22" West, a distance of 94.70 feet to the POINT OF TERMINUS #1.

AND

Beginning at a point on Powder River Energy Corporation's overhead power line, from which the South ¼ corner of Section 29, T55N, R82W bears South 42°00'50" East, a distance of 1678.95 feet from the POINT OF BEGINNING #2; thence along the centerline of an easement, the bearings and distances of which are approximate, North 85°03'07" West, a distance of 515.34 feet to the beginning of TAP C.

From the point of intersection with Tap C, the tap continues South 54°06'33" East, a distance of 36.02 feet; thence South 15°53'00" East, a distance of 314.39 feet to the end of TAP C.

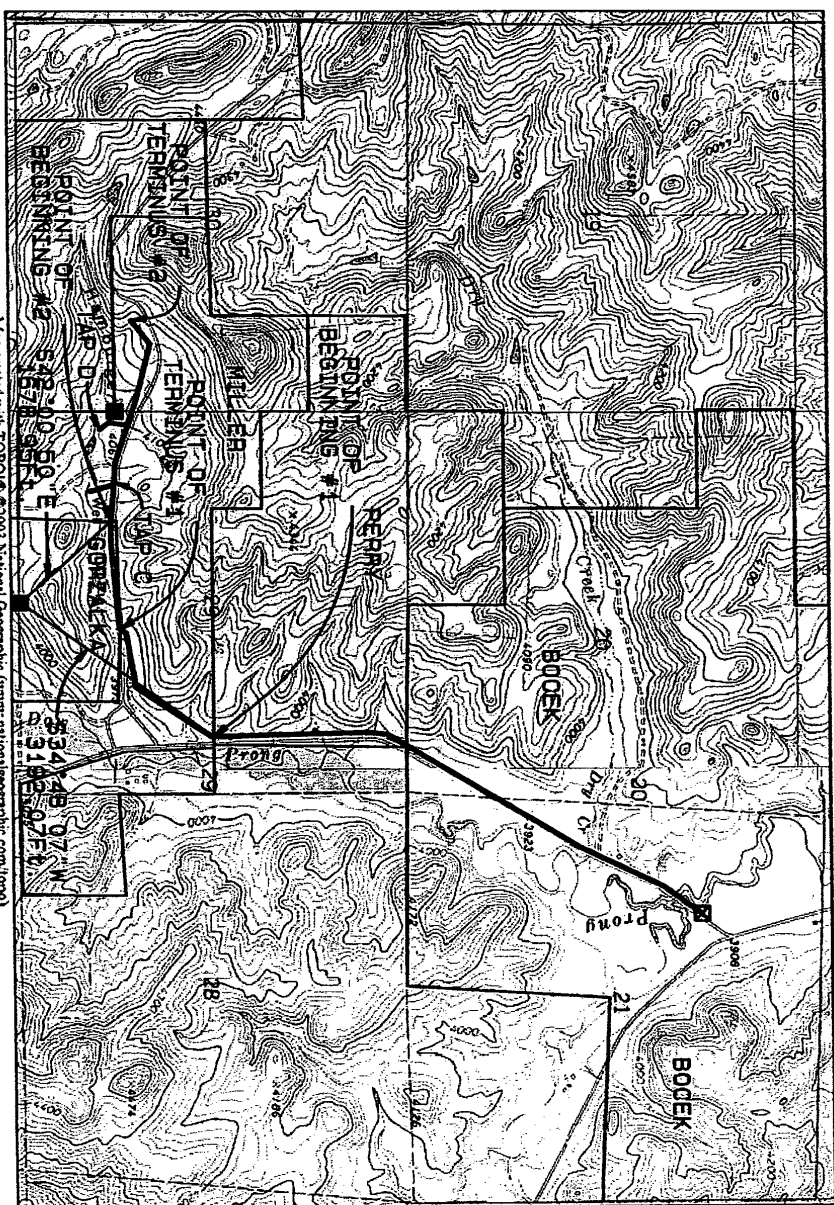
From the point of intersection with Tap C, the main power line continues North 85°03'07" West, a distance of 269.78 feet; thence North 71°31'13" West, a distance of 539.52 feet to the beginning of TAP D.

From the point of intersection with Tap D, the tap continues South 07°03'33" West, a distance of 259.52 feet; thence South 37°21'01" East, a distance of 154.29 feet to the end of TAP D.

From the point of intersection with Tap D, the main power line continues North 71°31'13" West, a distance of 400.11 feet; thence North 75°41'53" West, a distance of 763.55 feet; thence South 51°57'36" West, a distance of 417.12 feet to the POINT OF TERMINUS #2.

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 5774.53 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.

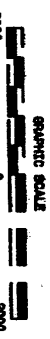
EXHIBIT A



Map created with TOPO!® ©2003 National Geographic (www.nationalgeographic.com/topo)

LEGEND

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



Base of Bearings, ASTRONOMIC
(using static/RTK GPS methods)

POWER LINE BASEMENT PLAN

STATE 9 POD

MILLER

SBC 20, 21, 29, 30 TSSN, REZY ALL IN 6TH PM

NORTH PARK ENGINEERING &
CONSULTING, INC.

P.O. BOX 300
BIRMINGHAM, AL 35202

DRAWING FILE: STATE 9	DESIGNED BY: S. STONE	NO. 71444	NOT TO SCALE
DATE: 4/24/08	CHECKED BY: R. MILLER	PAGE 3 of 3	