

Initialed For Identification _____

POWDER RIVER ENERGY CORPORATION
SUNDANCE, WYOMING
Right Of Way Easement

KNOW ALL MEN BY THESE PRESENTS:

That (I) (We) the undersigned: Whitney Holding Corp.
(Formerly Peter Kiewit Sons' Co.)

With an address of: 1000 Kiewit Plaza, Mining Division, Omaha NE 68131

do hereby grant unto Powder River Energy Corporation, a cooperative corporation (hereinafter called the Cooperative) whose corporate headquarters post office address is 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, R84W, 6th P.M., Sheridan County, Wyoming

SECTION 24: SESW, NESW, SENW, NENW, NWNE, NENE

SECTION 25: NWNE, NENW

The description is for a three-phase 24.9/14.4 kV 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 corridor, as shown on the attached map marked "Exhibit A".

The undersigned agree that all poles, wire and other facilities and equipment installed at the Cooperative's expense on 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 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, its successors and assigns, against any claims, demands, costs liability, loss or damage suffered by Grantor, its successors and assigns, including reasonable attorney fees and litigation costs, arising out of Cooperative's activities conducted upon the Grantor's property

The Cooperative shall procure and maintain in full force during the term of this Easement, at Cooperative's sole cost and expense, such General Liability Insurance, Worker's Compensation Insurance and Automobile Liability Insurance in amounts and with coverages reasonably acceptable to Grantor.

The undersigned covenant that they are the owners above described land and that said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following described persons:

Hereby releasing and waiving all rights under and by virtue of any applicable homestead exemption laws.
IN WITNESS WHEREOF,

the undersigned have set their hands this 20 day of January, 2005

Whitney Holding Corp.

State of COLORADO
County of Broomfield ^{SS}

The foregoing instrument was acknowledged before me
this 20 day of January, 2005

by Thomas A. Stortz
Shelley B. Macdonald

Witness my hand official seal Shelley B. Macdonald
Notary Public

My commission expires: 9/1/06

State of Wyoming
County of Sheridan ^{SS}

The foregoing instrument was acknowledged before me
this 1 day of February, 2005

by RAY FRIGO

Witness my hand official seal Teresa R. Nelson
Notary Public

My commission expires: 5/26/06

Ray Frigo
Powder River Energy Corporation

2-1-05
Date



"EXHIBIT A"

Whitney Holding Corp.

T57N,R84W, 6th P.M., Sheridan County, Wyoming

Section 24: SE $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$

Section 25: NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$

Beginning at a point on the South line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 25, from which the North $\frac{1}{4}$ corner of Section 25, T.57N., R.84W., 6th P.M., Sheridan County, Wyoming, bears approximately N.11°W., for an approximate distance of 1,371 feet. Thence along the centerline of an easment, the bearings and distances of which are approximate. N.44°W., a distance of 3,004 feet; thence N.10°E., a distance of 658 feet; thence N.22°E., a distance of 4,071 feet; thence S.58°E., a distance of 2,063 feet; thence S.84°E., a distance of 413 feet, to the end of said easment in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 24.

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 also allowing for any guying, anchoring, and metering, extending an approximate total distance of 10,209 feet.

