

915036

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Page 00356

STATE OF WYOMING       )  
                                      )  
COUNTY OF CAMPBELL    )

TO THE PUBLIC:

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
WHISLER RANCH ONE**

THIS DECLARATION is made on the day hereinafter set forth by Philip Raymond Whisler 2000 Revocable Trust dated November 15, 2000, Joan B. Miller Revocable Trust and Ralph Romel and Eurith A Romel Revocable Living Trust, as the legal owners of the property situated in Campbell County Wyoming described as Township 50, Range 69W, 6<sup>th</sup> P.M., Section 2 NE ¼ SE ¼ and Section 2 S ½ SE ¼.

**ARTICLE 1  
DEFINITIONS**

1. The "Declarant" shall mean the Philip Raymond Whisler 2000 Revocable Trust dated November 15, 2000 as amended, Joan B. Miller Revocable Trust, and Ralph Romel and Eurith A. Romel Revocable Living Trust.
2. The "Land" or the "Property" shall mean the following described real property located in Campbell County Wyoming:  
  
Township 50, Range 69W, 6<sup>th</sup> P.M. Section 2 NE ¼ SE ¼ and Section 2 S ½ SE ¼ or such additions thereto as may hereafter be brought within the jurisdiction of these covenants, conditions and restrictions.  
  
The "land" is also collectively referred to as "WHISLER RANCH ONE".
3. "Tract or Tracts" shall mean any parcel or parcels of real estate contained within the land.
4. The "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title in any Tract which is part of the Land, including contract sellers, but excluding any of those having an interest merely as security for the performance of an obligation.
5. "Covenants" or Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions For Whisler Ranch contained in this document.

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## ARTICLE II DECLARATION

This Declaration is established in order to provide a general plan for the improvement and development of the Land. The Declarant desires to subject the Land, and any subdivisions thereof, to certain conditions, covenants and restrictions.

NOW THEREFORE, the Declarants hereby pronounces that all of the real property above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, and which are intended not to be merely personal; and

All of the Parcels of the property shall be held, transferred, sold, conveyed or contracted to be conveyed by Declarants subject to the conditions, restrictions, reservations and covenants now on record and upon the following express conditions, provisions, reservations, restrictions, servitude's and covenants (collectively, the "Covenants"). Each and every covenant is for the benefit and burden of the entire Property and the benefit and burden of every landowner therein. These Covenants shall be binding on all owners of the Property or any portion thereof and their successors in interest regardless of how that interest is acquired. This includes, among others, adverse possessors, lessees, and purchasers at mortgage foreclosure sales. These Covenants are imposed pursuant to a general plan for the improvement and benefit of the Property: and

All owners, each and every one, shall have the right to enforce these Covenants as they are imposed upon the owner(s). These Covenants are imposed on the Property as a whole.

## ARTICLE III NATURE AND PURPOSE OF COVENANTS

The Covenants set forth in this Declaration constitute a general scheme for the development, protection and maintenance of the Property to enhance the value, desirability and attractiveness of the land for the benefit of the owners. These Covenants are imposed upon Declarants and upon owners. Said Covenants shall bind all owners. Such Covenants shall be a burden upon and a benefit not only to the original owner, but also to their heirs, successors and assigns. All such Covenants are intended as and hereby declared to be Covenants running with the land or equitable servitudes upon the land, as the case may be.

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**ARTICLE IV  
EASEMENTS**

The land is subject to an underground non-income producing Salt Water Line Easement which expires July 28, 2013 (copy attached) and 3 income producing access easements to oil activity sites (copies attached). These minerals may be severed from the surface estate. The surface estate is servient to the dominant mineral estate, and is subject to any right of ingress and egress to explore for, mine, develop and remove minerals.

**ARTICLE V  
GENERAL RESTRICTIONS ON ALL TRACTS**

1. Use. The land shall be constructed upon, improved, used and occupied only for permanent private residential, agricultural or game preserve purposes. No dwelling or any part thereof shall be used as a boarding house.

2. Building Restrictions/Construction

A. All home construction shall be for permanent residential use.

B. All construction, including utilities, shall meet the building codes for Campbell County and any other governing agency on the date of commencement of said construction.

C. Outbuildings' exteriors shall be esthetically consistent with the residence and shall not be of tar paper, unpainted corrugated tin, or slab wood.

**ARTICLE VI  
MINIMUM SETBACK REQUIREMENTS**

Each structure shall have a fifty (50) foot minimum setback distance measured from any boundary line to the nearest wall of a structure.

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**ARTICLE VII  
SANITARY SYSTEMS**

All septic tanks or other sewage disposal systems must be designed, located, constructed and maintained in accordance with the regulations, requirements and standards of the Wyoming Department of Environmental Quality and any other State or County agency having jurisdiction over the Land.

**ARTICLE VIII  
UTILITY ACCESS**

Owners shall allow utility access for the reading of meters or other measuring devices, and for installation access or maintenance access of any and all utilities, whether public or private, installed in Whisler Ranch One.

**ARTICLE IX  
OFFENSIVE ACTIVITY**

No noxious or offensive activity shall be carried on upon the property.

**ARTICLE X  
AESTHETIC MAINTENANCE**

All property shall be maintained and kept in good repair so as to not detract from the aesthetics and general appearance of the Land.

**ARTICLE XI  
TEMPORARY OR GUEST QUARTERS**

With the exception of a motor home or travel trailer as allowed in this Article, no structure of a temporary character, such as a mobile home, travel trailer, motor home, basement, tent, shack, garage, or other building shall be used on the property at any time as a permanent residence, either temporarily or permanently. However;

a. An owner may locate and live in a motor home or travel trailer on the property for a period not to exceed (18) months during the term of construction of the permanent dwelling on the property.

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**ARTICLE XII****OWNER LIABLE FOR LESSEE**

Any Owner who leases or otherwise transfers any interest (other than by sale) shall be responsible for assuring compliance by the Lessee or assigned interest holder with all provisions of these Covenants. The Owner shall be jointly and severally responsible with the Lessee for any such violations.

**ARTICLE XIII****FENCES**

All fences constructed shall be rail or other suitable open wood construction or smooth wire, barbed wire or steel/wood gate construction. Fences shall be kept in good repair at all times.

**ARTICLE XIV****ANIMALS AND LIVESTOCK**

Livestock may be kept on the property.

**ARTICLE XV****RUBBISH AND TRASH COLLECTION**

The property shall not be used or maintained as a dumping ground for rubbish or trash.

**ARTICLE XVI****MISCELLANEOUS PROVISIONS**

1. Severability. In the event a court of competent jurisdiction declares any

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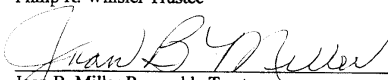
portion of these Covenants to be invalid or unenforceable, the remaining provisions of these Covenants shall remain in effect.

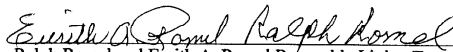
2. Effect and Duration. These Covenants shall run with the Land and shall be for the benefit of and binding on each Owner, and their respective heirs, assigns, agents, invitees, social guests, and successors in interest and shall continue to be of full force and effect perpetually unless these Covenants are terminated pursuant to the laws of the State of Wyoming.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands this 19TH day of June, 2008.

**WHISLER RANCH ONE**

  
Philip R. Whisler Revocable Trust 2000 as amended  
Philip R. Whisler Trustee

  
Joan B. Miller Revocable Trust  
Joan B. Miller Trustee

  
Ralph Romel and Eurith A. Romel Revocable Living Trust  
Ralph and Eurith A. Romel Trustees

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STATE OF CALIFORNIA )

)ss

COUNTY OF PLACER )

Subscribed and sworn to before me by Philip R. Whisler, Trustee this \_\_\_\_ day of  
\_\_\_\_ 200\_\_ .

WITNESS my hand and official seal.

Notary Public

*See California All Purpose Acknowledgement  
Attached*

STATE OF MONTANA )

)ss

COUNTY OF YELLOWSTONE )

Subscribed and sworn to before me by Joan B. Miller, Trustee this 23 day of  
June 2008 .

WITNESS my hand and official seal.

Sabrina Yates  
Notarial Seal - State of Montana  
Notary Public for the State of Montana  
Residing in Laurel  
My Commission Expires September 15, 2010

Notary Public

STATE OF SOUTH DAKOTA )

)ss

COUNTY OF PENNINGTON )

Subscribed and sworn to before me by Ralph Romel and Eurith A. Romel,  
Trustees this 30 day of June 2008 .

WITNESS my hand and official seal.

SEAL CATHY EVANS SEAL  
NOTARY PUBLIC  
State of South Dakota

Notary Public

*Cathy Evans*  
My Commission Expires  
July 11, 2010

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of PlacerOn 10-19-08

Date

before me

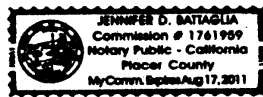
Jennifer D Battaglia Notary Public

Here Insert Name and Title of the Officer

personally appeared

Philip R. Whisler

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~; and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Jennifer D Battaglia

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**Title or Type of Document: Declaration of CovenantsDocument Date: \_\_\_\_\_ Number of Pages: 7

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**Signer's Name: Philip Whisler☒ Individual☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

☐ Individual☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

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JUN 11 1985  
Section 2 NE 1/4 SE 1/4 13220

SURFACE AND DAMAGE AGREEMENT

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RUTH B. WHISLER, hereinafter referred to as "Owner, and SUNDANCE OIL EXPLORATION COMPANY, hereinafter referred to as "Operator", agree as follows:

(1) Owner has represented to Operator that it is the owner of the surface estate in NE SE Section 2, Township 50 North, Range 69 West, 6th P.M., Campbell County, Wyoming (hereinafter called "the subject land").

(2) Operator owns a valid and subsisting oil and gas lease or leases covering part of the subject land and has expressed its intention to drill a well for oil and/or gas on said lands known as the Ruth Whisler No. 4.

(3) In order to compensate Owner for damage which may be occasioned by Operator's activities on the subject land, Operator agrees as follows:

(a) To pay Owner for the well site and tank battery selected by Operator, the sum of \$8,000.00. The well sites and tank batteries shall be limited to approximately three (3) acres in size, and Operator agrees to pay an annual rental of \$1,000.00 for said well site and tank battery so long as production is obtained therefrom.

(b) To pay Owner as a first year payment for any road used or constructed upon the subject land the sum of \$5.00 per rod. It is agreed that the road for the initial well to be drilled will extend approximately for 40 rods across the subject lands for a total payment of 200.00. If additional roads are constructed, relocated or extended, additional compensation will be paid by Operator at the rate per rod and in the manner shown above. All roads will be limited to 30 feet in width.

(c) To pay Owner as annual rental the sum of \$1.50 per rod for access road based on roddage as provided for in subparagraph (3b).

(4) Payments herein provided are acknowledged by Owner as sufficient and in full satisfaction for damages, caused or created by reason of the reasonable and customary entry, drilling and subsequent operation of the well, site, tank battery and related operations by Operator, but not for extraordinary damages or loss of livestock.

(5) Operator agrees to keep its roads and well site free of weeds, debris, and litter. If Operator does not discover oil, gas or other hydrocarbons of commercial quantity and determines it to be a "dry hole", Operator shall restore and reseed area with alfalfa crested wheat grass after replacing the top soil. "Above ground" dry hole markers shall be installed when necessary unless otherwise agreed or required by law. All clean-up and restoration requirements shall be completed by Operator within twelve (12) months after termination of drilling or production activities at the well site.

(6) No fences, cattleguards or other improvements of Owner shall be cut or damaged by Operator except with a prior consent of Owner and the imposition of other safeguards to protect the rights and property of Owner and its surface lessee, if any. Operator agrees to install cattle guards at all fences cut by Operator for production purposes only upon the request of Owner.

(7) In the event Operator discovers water during its drilling operations, and said water is not to be used by Operator or is abandoned by Operator, Operator agrees to advise Owner of the location, quantity and quality thereof, to the best of Operator's knowledge.

(8) Either party may give written notice to the other party with respect to any matter covered by this agreement at the following addresses:

OWNER:	Ruth B. Whisler Box 55 Rozet, Wyoming 82727
OPERATOR:	Sundance Oil Exploration Company 2305 Oxford Lane Casper, Wyoming 82604

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(9) This Agreement shall not be placed of record without the prior written consent of both parties.

The provisions hereof shall insure to the benefit of and shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 5th day of May, 1985.

True

OWNER: RUTH B. WHISLER

BY: Ruth B. Whisler

OPERATOR: SUNDANCE OIL EXPLOATION COMPANY

BY: Ken Newman

*Section 2-SE 1/4 SE 1/4* WELL FILE

**SURFACE AND DAMAGE AGREEMENT**

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RUTH B. WHISLER, hereinafter referred to as "Owner", and  
HARPER OIL COMPANY, hereinafter referred to as "Operator", agree  
as follows:

1) Owner has represented to Operator that it is the  
owner of the surface estate in SE $\frac{1}{4}$ SE $\frac{1}{4}$ , Section 2, Township 50,  
Range 69 West, 6th P.M., Campbell County, Wyoming (hereinafter  
called "the subject land").

2) Operator owns a valid and subsisting oil and gas  
lease or leases covering part of the subject land and has  
expressed its intention to drill a well for oil and/or gas on  
said lands known as the Whisler No. 16-2.

3) In order to compensate Owner for damage which may  
be occasioned by Operator's activities on the subject land,  
Operator agrees as follows:

- a) To pay Owner for the well site and tank battery  
selected by Operator, the sum of \$8,000.00. The  
well sites and tank batteries shall be limited to  
approximately three acres in size, and Operator  
agrees to pay an annual rental of \$1,000.00 for  
said well site and tank battery so long as  
production is obtained therefrom.
- b) To pay Owner as a first year payment for any road  
used or constructed upon the subject land the sum  
of \$5.00 per rod. It is agreed that the road for  
the initial well to be drilled will extend  
approximately for 80 rods across the subject lands  
for a total payment of \$400.00. If additional  
roads are constructed, relocated or extended,  
additional compensation will be paid by Operator  
at the rate per rod and in the manner shown  
above. All roads will be limited to 30 feet in  
width.
- c) To pay Owner as annual rental the sum of \$1.50 per  
rod for access road based on roddage as provided  
for in subparagraph (3b).

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4) Payments herein provided are acknowledged by Owner as sufficient and in full satisfaction for damages, caused or created by reason of the reasonable and customary entry, drilling and subsequent operation of the well, site, tank battery and related operations by Operator, but not for extraordinary damages or loss of livestock.

5) Operator agrees to keep its roads and well site free of weeds, debris, and litter. If Operator does not discover oil, gas or other hydro-carbons of commercial quantity and determines it to be a "dry hole", Operator shall either restore and reseed said area after replacing the top soil, or shall pay Owner a sum of money sufficient to allow Owner to reseed and restore the same. "Above ground" dry hole markers shall be installed when necessary unless otherwise agreed or required by law. All clean-up and restoration requirements shall be completed by Operator within six months after termination of drilling or production activities at the well site.

6) No fences, cattle guards or other improvements of Owner shall be cut or damaged by Operator except with a prior consent of Owner and the imposition of other safeguards to protect the rights and property of Owner and its surface lessee, if any. Operator agrees to install cattle guards at all fences cut by Operator for production purposes only upon the request of Owner.

7) In the event Operator discovers water during its drilling operations, and said water is not to be used by Operator or is abandoned by Operator, Operator agrees to advise Owner of the location, quantity and quality thereof, to the best of Operator's knowledge.

8) Either party may give written notice to the other party with respect to any matter covered by this agreement at the following addresses:

OWNER: Ruth B. Whisler  
Box 55  
Rozet, Wyoming 82727

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OPERATOR: Harper Oil Company  
Dome Tower Building  
Box 5928 T.A.  
Suite 1200  
1625 South Broadway  
Denver, Colorado 80217

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9) This Agreement shall not be placed of record  
without the prior written consent of both parties.

The provisions hereof shall inure to the benefit of and  
shall be binding upon the parties hereto and their successors  
and assigns.

IN WITNESS WHEREOF, the parties have executed this  
Agreement as of the 23rd day of January, 1985.

OWNER: RUTH B. WHISLER

BY: Ruth B. Whisler

OPERATOR: HARPER OIL COMPANY

BY: Don Campbell

Section 2 SW 1/4 SE 1/4

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RUTH B. WHISLER, hereinafter referred to as "Owner, and SUNDANCE OIL EXPLORATION COMPANY, hereinafter referred to as "Operator", agree as follows:

- (1) Owner has represented to Operator that it is the owner of the surface estate in SW SE Section 2, Township 50 North, Range 69 West, 6th P.M., Campbell County, Wyoming (hereinafter called "the subject land").
- (2) Operator owns a valid and subsisting oil and gas lease or leases covering part of the subject land and has expressed its intention to drill a well for oil and/or gas on said lands known as the Ruth Whisler No. 11-A.
- (3) In order to compensate Owner for damage which may be occasioned by Operator's activities on the subject land, Operator agrees as follows:
  - (a) To pay Owner for the well site and tank battery selected by Operator, the sum of \$8,000.00. The well sites and tank batteries shall be limited to approximately three (3) acres in size, and Operator agrees to pay an annual rental of \$1,000.00 for said well site and tank battery so long as production is obtained therefrom.
  - (b) To pay Owner as a first year payment for any road used or constructed upon the subject land the sum of \$5.00 per rod. It is agreed that the road for the initial well to be drilled will extend approximately for 430 rods across the subject lands for a total payment of \$2,150.00. If additional roads are constructed, relocated or extended, additional compensation will be paid by Operator at the rate per rod and in the manner shown above. All roads will be limited to 30 feet in width.
  - (c) To pay Owner as annual rental the sum of \$1.50 per rod for access road based on roddage as provided for in subparagraph (3b). 150 rods
  - (d) To fence the entire location with at least a 4 strand barbed wire fence.
- (4) Payments herein provided are acknowledged by Owner as sufficient and in full satisfaction for damages, caused or created by reason of the reasonable and customary entry, drilling and subsequent operation of the well, site, tank battery and related operations by Operator, but not for extraordinary damages or loss of livestock.
- (5) Operator agrees to keep its roads and well site free of weeds, debris, and litters. If Operator does not discover oil, gas or other hydro-carbons of commercial quantity and determines it to be a "dry hole", Operator shall restore and reseed area with alfalfa crested wheat grass after replacing the top soil. "Above ground" dry hole markers shall be installed when necessary unless otherwise agreed or required by law. All clean-up and restoration requirements shall be completed by Operator within twelve (12) months after termination of drilling or production activities at the well site.
- (6) No fences, cattle guards or other improvements of Owner shall be cut or damaged by Operator except with a prior consent of Owner and the imposition of other safeguards to protect the rights and property of Owner and its surface lessee, if any. Operator agrees to install cattle guards at all fences cut by Operator for production purposes only upon the request of Owner.
- (7) In the event Operator discovers water during its drilling operations, and said water is not to be used by Operator or is abandoned by Operator, Operator agrees to advise Owner of the location, quantity and quality thereof, to the best of Operator's knowledge.
- (8) Either party may give written notice to the other party with respect to any matter covered by this agreement at the following addresses:

OWNER: Ruth B. Whisler  
Box 55  
Rozet, Wyoming 82727

OPERATOR: Sundance Oil Exploration Company  
2305 Oxford Lane  
Casper, Wyoming 82604

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(9) This Agreement shall not be placed of record without the prior written consent of both parties.

The provisions hereof shall insure to the benefit of and shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 12<sup>th</sup> day of September, 1985.

OWNER: RUTH B. WHISLER

BY: Ruth B. Whisler

OPERATOR: SUNDANCE OIL EXPLORATION COMPANY

BY: V.P. Proctor

COPY

PIPELINE EASEMENT  
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KNOW ALL BY THESE PRESENT:

That Ruth Whisler, Philip Whisler, Eurith A. Romel and Joan B. Miller, hereafter referred to as Grantor, (whether one or more), for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged does hereby grant, convey and warrant unto National Pride Exploration, having its address at P.O. Box 876, Gillette, Wyoming 82717, and to its successors and assigns, hereinafter referred to as Grantee, the exclusive right, privilege and easement to construct, maintain and operate a pipeline, and appurtenances thereto on, over, under, across and through a strip of land twenty five (25) feet in width across the following described land situated in the County of Campbell and State of Wyoming, to wit:

Township 50 North, Randy 69 West, 6<sup>th</sup> P.M.

§2: SE¼

§11: SE¼, NE¼

§14: SE¼NE¼NE¼

covering a distance of approximately 640 rods, more or less as shown on the attached Exhibit "A".

TO HAVE AND TO HOLD for the period herein granted, together with the right of ingress to and egress from said land across the adjacent property of the Grantor, for the purpose of constructing, operating, inspecting, repairing, maintaining, replacing, re-sizing or removing the pipeline and appurtenances of the Grantee located thereon, in whole or in part, at the will of the Grantee subject to notice to the Grantor as provided below; it being the intention of the parties hereto that the Grantor may continue to use the surface of the easement strip granted hereby for all agricultural purposes, pasturage or other similar purposes; provided, however, that Grantor shall not construct or permit to be constructed any improvement upon the easement strip which would interfere with Grantee's exercise of the rights hereby conveyed and the safe operation of its pipelines.

ATTACHMENT C  
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Pipeline Easement  
National Pride/Whisler  
Page 2

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1. This easement will terminate ten years from the date of execution hereof unless extended by the parties hereto by mutual agreement.
2. The pipeline for transport of saltwater constructed by Grantee shall, at the time of construction thereof, be buried to such depth as will not interfere with ordinary cultivation, except that at the option of Grantee, such line may be placed above the channel of any stream, ravine, ditch or other water courses.
3. Grantee will pay for any damages to Grantor's growing crops, grasses, trees, shrubbery, fences, gates or other structures caused by the maintenance or operation of Grantee's pipeline; provided, however, that the Grantee shall have the right from time to time to cut or clear trees, brush and other obstructions on the right-of-way that might interfere with the operation or maintenance of Grantee's facilities. Grantee shall not construct any new pipeline facilities on Grantor's property other than the pipeline.
4. Grantee will restore the surface to its original contour as nearly as practicable, the disturbance to which shall be occasioned by the construction, maintenance or operation of said pipeline under and through the above described land. Said reclamation shall be at Grantee's sole cost and expense. All reclaimed areas shall be reseeded with plant species approved by the Grantor during the appropriate seeding season following the reclamation work. Appropriate seeding season is defined as April 1 - May 15 or October 1 - November 15. Seeding shall not be done in frozen ground nor in snow cover in excess of one (1) inch.
5. Grantee shall be responsible for all pipeline repair and/or maintenance.
6. The right-of-way as granted hereunder to the Grantee shall be non-exclusive.
7. The compensation to be paid by the Grantee to the Grantor hereunder shall be for the right-of-way to cross the Grantor's lands and in payment of damages caused by the reasonable and customary entry to install and operate a pipeline, but do not include damages to livestock, wildlife, buildings, improvements of any type,

ATTACHMENT C  
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Pipeline Easement  
National Pride/Whisler  
Page 4

so that said pipeline are suitable for transportation of any liquids, including irrigation water, notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, of renewing said pipeline easement at the end of twelve (12) consecutive months of non-use by paying to the Grantor the sum of \$5.00/rod.

12. The Grantee acknowledges that there may be other pipelines or other parties located in and upon the surface of the Grantor which is the subject of this agreement.

13. This right-of-way and easement shall not be assigned by the Grantee without the written consent of the Grantor, whose consent shall not be unreasonably withheld.

14. This instrument may be executed in counterparts and Grantor shall receive payment hereunder in such proportion as their respective interests bear to the fee simple title. No payment shall be made to Ruth Whisler. Any interest she may have shall be distributed equally to her children or their heirs.

15. There are no other or different agreements or understandings between Grantor and Grantee or its agents, and Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of Grantee or its agents or employees, except as such as are set forth herein.

16. This instrument and the rights, easements and agreements herein contained shall be covenants running with the land and shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto.

17. The Grantee shall pay to the Grantor the sum of Three Thousand Dollars (\$3,000.00) per year for three years, for a total of Nine Thousand Dollars (\$9,000.00) for installation and operation of the pipeline. Additionally, Grantee shall install a pipeline in order to transport and provide reasonable quantities of fresh water, for livestock use, from a water well located in the SWNE/4 of Section 2, T50N-R69W to the pasture located in the SWSE/4 of Section 2, T50N-R69W, 6<sup>th</sup> P.M., for as long as the water well is capable of producing.

ATTACHMENT C  
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Pipeline Easement  
National Pride/Whisler  
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Dated this 29 day of July, 2003.

Ruth B. Whisler  
Ruth Whisler

Philip Whisler 7/14/03  
Philip Whisler

Eurith A. Romel 7/23/03  
Eurith A. Romel

Joan B. Miller 7/17/03  
Joan B. Miller

## NATIONAL PRIDE EXPLORATION

By: D - CEE  
Dan Coolidge  
Title: President

STATE OF WYOMING )  
 ) ss.  
COUNTY OF CAMPBELL )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of July, 2003, by  
Ruth Whisler.

Witness my hand and official seal.

Rina Russell  
Notary Public

My commission expires: 4-24-06

ATTACHMENT C  
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Pipeline Easement  
National Pride/Whisler  
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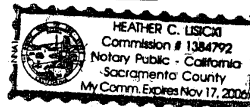
STATE OF CALIFORNIA )  
COUNTY OF Sacramento ) ss.

The foregoing instrument was acknowledged before me this 14 day of July, 2003, by Philip Whisler.

Witness my hand and official seal.

Heather C. Lisicki  
Notary Public

My commission expires: November 17, 2006



STATE OF SOUTH DAKOTA )  
COUNTY OF PENNINGTON ) ss.

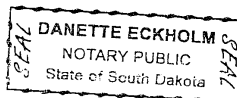
The foregoing instrument was acknowledged before me this 23 day of July, 2003, by Eurith A. Romel.

Witness my hand and official seal.

Danette Eckholm  
Notary Public

My commission expires: April 12, 2008

STATE OF MONTANA )  
COUNTY OF Yellowstone ) ss.



The foregoing instrument was acknowledged before me this 17 day of July, 2003, by Joan B. Miller.

Witness my hand and official seal.

Larae Fritzer  
Notary Public  
LARA E Fritzer

My commission expires: June 1, 2007

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Pipeline Easement  
National Pride/Whisler  
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STATE OF WYOMING )  
 ) ss.  
COUNTY OF CAMPBELL )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of July, 2003, by Dan Coolidge, President of National Pride Exploration.

Witness my hand and official seal.

*Dan Russell*  
Notary Public

My commission expires: 4-24-06



915036 Recorded on 8/01/2008 at 11:08:00 Fee 68.00  
Book 2381 of PHOTOS Pages 356 to 376  
Susan F. Saunders, Campbell County Clerk by: A. SNIDER

RECORDED ✓  
ABSTRACTED ✓  
INDEXED ✓  
CHECKED ✓

ATTACHMENT C  
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