

interests. Lessee, following such execution, shall furnish lessor with a copy of such unit agreement by mail to lessor's last known address as shown by lessee's records and shall give lessor written notice of approval of the same in the same manner within a reasonable time after lessee is notified of such approval.

Lessee shall have the right to use, free of cost, oil, gas and water produced on said land for its operations thereon except water from wells of lessor. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. No part of the surface of the leased premises shall, without the written consent of lessee, be let, granted or licensed by lessor to any other party for the location, construction or maintenance of structures, tanks, pits, reservoirs, equipment, or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil, gas or other minerals.

Lessee shall bury below plow depth its pipe lines on the leased premises when requested by a lessor owning an interest in the surface. No well shall be drilled nearer than 200 feet to any house or barn now on said premises without the written consent of the owner of the surface on which such house or barn is located. Lessee shall pay for damages to growing crops caused by its operations on said lands.

Lessor hereby warrants and agrees to defend the title to the lands herein described, but if the interest of lessor covered by this lease is expressly stated to be less than the entire fee or mineral estate, lessor's warranty shall be limited to the interest so stated. Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby but lessee shall not suffer any forfeiture nor incur any liability to lessor by reason thereof. Lessee shall have the right at any time to pay for lessor, any mortgage, taxes or other lien on said lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and any such payments made by lessee for lessor may be deducted from any amounts of money which may become due lessor under this lease.

All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations. This lease shall not be terminated in whole or in part, nor lessee held liable in damages, because of a temporary cessation of production or of drilling operations due to breakdown of equipment or due to the repairing of a well or wells, or because of failure to comply with any of the express or implied covenants of this lease if such failure is the result of the exercise of governmental authority, war, lack of market, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of lessee.

This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to lessor and lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

Lessor hereby releases and waives all rights in the leased premises under and by virtue of the homestead exemption laws of the State of Wyoming insofar as the same may in any way affect the purposes for which this lease is made.

**This lease is expressly subject to Warranty Deed dated October 4, 1967, recorded in Book 13 of Deeds at Page 538 and Warranty Deed dated January 20, 1968, recorded in Book 13 of Deeds at Page 549 as the term mineral reservations contained in said Warranty Deeds shall be applicable to provisions herein.**

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

ATTEST:

By:

Secretary

MILLER LAND AND LIVESTOCK COMPANY

By:

President

STATE OF \_\_\_\_\_ } SS.  
COUNTY OF \_\_\_\_\_

(Individual—Wyo.)

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires: \_\_\_\_\_

Notary Public

STATE OF \_\_\_\_\_ } SS.  
COUNTY OF \_\_\_\_\_

(Individual—Wyo.)

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or she or they) executed the same as his (or her or their) free act and deed.

My commission expires: \_\_\_\_\_

Notary Public

STATE OF Wyoming } SS.  
COUNTY OF Sublette

(Corporation—Wyo.)

On this 15th day of October, 1970, before me appeared Robert L. Miller, the President of Miller Land and Livestock Company, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said Robert L. Miller acknowledged said instrument to be the free act and deed of said corporation.

My commission expires: \_\_\_\_\_

Donna E. Sievers - Notary Public  
County of \_\_\_\_\_ State of \_\_\_\_\_  
Sublette Wyoming  
My Commission Expires April 22, 1974

Donna E. Sievers  
Notary Public

STATE OF Wyoming } SS.  
COUNTY OF Sublette

123733

(Certificate of Recording)

This instrument was filed for record on the 23 day of November, 1970 at 9:00 o'clock AM and recorded in Book 46014 at Page 312 of the records of this office.

Robert W. Evans  
Register of Deeds

By E. Faler  
Deputy

AFTER RECORDING, RETURN TO: \_\_\_\_\_