

Phillips 66 Company
1232 Park St, Suite 300
Paso Robles, CA 93446
Attn: Jeff Landon

Ent 130616 Bk 309 Pg 462
Contract 14-OCT-2013 12:47:01PM
Fee: \$44.00 Credit Card
Filed By: CB
BRENDA NELSON, Recorder
MORGAN COUNTY
For: PIONEER PIPE LINE

STATE OF UTAH §
COUNTY OF MORGAN § § KNOW ALL MEN BY THESE PRESENTS: §

WHEREAS, on the 3rd day of May, 1955, by Final Order of Condemnation, Civil No. 668, filed of record on May 10, 1955 in the office of the Morgan County Recorder in Book Misc. 3 at Page 540 of official records (referred to herein as the "Right-of-Way Contract"), a permanent right-of-way and easement over a 33 foot wide strip of land was awarded to Pioneer Pipe Line Company (hereinafter "Company"), said lands being hereinafter referred to as the "Existing Easement" and are further described in Exhibit "E".

WHEREAS, GAILEY RANCH LLC. owns an undivided 23/34 interest, and SINCLAIR REAL ESTATE COMPANY, a Wyoming Corporation, owns an undivided 11/34 interest (including successors and assigns, hereinafter "Landowner", whether one or more) in the following described real property in the County of Morgan, State of Utah, to wit:

PARCEL 1: 01-005-057
00-0002-6177

BEGINNING AT A POINT 11.50 CHAINS EAST FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26; RUNNING THENCE NORTH 5 DEG 30 MIN WEST 7.39 CHAINS TO UNION PACIFIC RAILROAD FENCE; THENCE FOLLOWING SAID FENCE SOUTH 83 DEG 30 MIN EAST 24.30 CHAINS; THENCE SOUTH 9 DEG 00 MIN EAST 4.66 CHAINS, MORE OR LESS, TO THE QUARTER, QUARTER LINE; THENCE WEST 24.50 CHAINS TO THE POINT OF BEGINNING.

PARCEL 2: 01-005-058
00-0002-6227

THE SOUTH HALF OF THE SOUTHWEST QUARTER, AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26. LESS AMOUNT DEED TO WEBER BASIN WATER CONSERVANCY DISTRICT IN BOOK 292 PAGE 1337 AND BOOK 297 PAGE 794.

PARCEL 3: 00-0002-6185
01-005-057-01

BEGINNING AT THE SOUTHEAST CORNER OF SETION 26, THENCE WEST 80 RODS; THENCE NORTH 30 RODS, MORE OR LESS, TO THE WEVER RIVER; THENCE UP SAID RIVER SOUTH 75 DEG 00 MIN EAST 20.86 CHAINS; THENCE SOUTH 8 RODS TO THE POINT OF BEGINNING; and

said real property described above being hereinafter referred to as the "Property", and upon which the Existing Easement is located; and

WHEREAS, Landowner and Company mutually desire to amend the Right-of-Way Contract in the manner hereinafter stated in this Amendment of Right-of-Way Contract (this "Amendment") insofar and only insofar as it affects the Property but no other lands that are subject to the Right-of-Way Contract.

NOW, THEREFORE, in consideration of the premises and the terms and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, Landowner and Company do hereby agree to amend the Right-of-Way Contract", INSOFAR AND ONLY INSOFAR AS IT AFFECTS THE PROPERTY BUT NO OTHER LANDS SUBJECT TO THE RIGHT-OF-WAY CONTRACT, IF ANY, as follows:

1. Landowner does hereby quit claim to Company a non-exclusive right-of-way, as defined in paragraph 3 below, from time to time to survey, construct, lay, maintain, inspect, erect, alter, operate, protect, repair, replace, and remove one pipeline for the transportation of petroleum

products in the depicted route identified in Exhibit "A", attached to this Amendment and made a part hereof, together with the right of reasonable access to said pipeline and right-of-way, and the right of reasonable ingress and egress on, over and through the existing access route, including any relocated access route, as identified in paragraph 6 below, for any and all purposes necessary and incident to the exercise of the above rights. The access, ingress and egress rights to said pipeline shall be exercised and enjoyed in a manner which reasonably minimizes interference with Landowner's use of the right-of-way and adjacent real property.

2. Landowner does hereby quit claim to Company the right for the temporary use of additional workspace as identified in Exhibits "B-1" and "B-2", attached to this Amendment and made a part hereof (the "Temporary Construction Easement"), that is outside of, and adjacent to a portion of, the pipeline route depicted on Exhibit "A" to allow for the installation of said pipeline. The Temporary Construction Easement shall terminate and cease upon the earlier to occur of (a) two years from the execution of this Amendment or (b) upon the recordation of the release identified in paragraph 5 below.
3. The permanent right-of-way herein granted shall be thirty-three (33) feet in width and extend to a depth of ten (10) feet below the bottom of Company's pipe, the approximate route of which is depicted in Exhibit "A", granting twenty-five (25) feet on the North side and eight (8) feet on the South side of the centerline of the as-built pipeline, for a length of approximately two thousand five hundred (2,500) feet (the "Right-of-Way").
4. Company acknowledges that a Questar natural gas pipeline will roughly parallel Company's pipeline twenty-five (25) feet, more or less, to the north of Company's pipeline, situated at or near the center of Questar's fifty (50) foot wide easement and which will overlap twenty-five (25) feet onto the north side of Company's Right-of-Way. A permanent landscape maintenance easement twenty five (25) feet in width centered on the centerline of Company's as-built pipe shall exist for Company's routine observation activities ("Landscape Maintenance Easement"). The Landscape Maintenance Easement shall be seeded and watered by Company, beginning immediately after completion of the pipeline construction, to assure a fully planted and stable meadow condition, free of erosion or invasive weeds. The seed mix shall be comprised of native grasses and forbs, suitable to the climate, sun aspect, and soils of the site. Landowner agrees that trees shall not be planted within the twenty five (25) foot wide Landscape Maintenance Easement, and that Company shall have the right to prune or remove any tree saplings that may grow within the Landscape Maintenance Easement over time.
5. Within two years after the execution of this Amendment, Company shall (a) complete the installation of the pipeline in the depicted route identified in Exhibit "A", (b) prepare an "as built" description of the pipeline and the thirty-three (33) foot wide Right-of-Way for recordation in the office the Morgan County Recorder, (c) prepare a release of record for the current right-of-way route that is described in the Right-of-Way Contract, and (d) unless all Landowners in writing authorize the existing pipeline that is located in the current right-of-way route to be abandoned in place, remove, at Company's sole cost, risk and expense the pipeline, together with the removal of contaminated soil, if any, attributable to the pipeline, and reclaim and restore the affected area to the reasonable satisfaction of Landowner as specified in attached Exhibit "C". Prior to recordation, the as built Right-of-Way description and the release of record referenced in the immediately preceding sentence, and all documents which Company intends to record in satisfaction of the requirements of this paragraph 5, shall be prepared for execution by both Company and Landowner and be submitted to Landowner for Landowner's review and reasonable approval. Upon receipt of Landowner's approval of such documents, and Company's compliance with all of the requirements of (d) above, Company shall record the release and the as built Right-of-Way description as provided above. The as built Right-of-Way description shall supersede and replace both Exhibit "A" to this Amendment and the legal description of the right-of-way stated in the Right-of-Way Contract and shall describe the Right-of-Way referenced in this Amendment. If within two (2) years after the Effective Date of this Amendment Company has failed, through no fault of Landowner, to satisfy the requirements of (a) and (b) of the first sentence of this paragraph 5, then this Amendment shall be null and void. If,

within two (2) years after the Effective Date of this Amendment, Company has failed, through no fault of Landowner, to satisfy the requirements of (c) and (d) of the first sentence of this paragraph 5, then Landowner shall provide Company with written notice of such failure and, if Company does not remedy such failure within thirty (30) days after receipt of Landowner's notice, then Company shall be liable to, and shall pay Landowner for, all costs, expenses and liabilities incurred by Landowner attributable to such failure including, but not limited to, reasonable attorney's fees and costs of litigation to enforce such requirements.

6. At the completion of pipeline construction, the existing access route, as shown on the attached Exhibit "D", which roughly parallels and periodically crosses the Right-of-Way as it traverses the bulk of the length of the Property to the terminus of the route as it approaches the eastern boundary of the Property that is utilized by Company, shall be restored by Company to a condition that matches the current condition of the existing access route; with the addition of road mix appropriate to the specific portion of the route to areas such as steep portions of the route where added traction may be necessary or helpful and low or damp areas of the route to avoid muddy or deeply rutted conditions during wet periods; spread and till meadow grass seed along the edges of the route (consisting of the same seed mix and application used for the Landscape Maintenance Easement located directly over the pipeline as provided in paragraph 4 above); and install waterbars along the route wherever surface grades and surface water patterns suggest a risk of erosion. Notwithstanding anything to the contrary set forth above, Company shall in no way be responsible or liable for restoring the access route to the extent the route is damaged by the Landowner or any third party not acting on behalf of Company. Landowner reserves the right to relocate the access route at its sole discretion, provided that the relocated route continues to provide reasonable access to the Company's Right-of-Way, including ingress and egress to Company for the purposes stated in this Amendment. Company shall, be responsible to repair any damage to the existing access route or relocated access route to the extent caused by Company or those acting for or on behalf of Company. Company will provide notification, except in the case of an emergency, to the Landowner prior to using the access route. Such notice may be provided via written, or email communication. In order to limit damages to the access route Company will attempt to avoid using the access route when muddy or wet conditions exist. Landowner is aware that in certain circumstances Company will need to access the route when these conditions exist. Company will not make any alterations or replacement of road mix to the access route without giving prior notice to the Landowner. If Landowner does not approve of the alterations, or replacement of road mix, then Company will work with the Landowner to make a mutually agreeable resolution. Additionally, the Company will not dump, stage or store any material on the Landowner's property or the Right of Way without receiving prior Landowner consent. Company acknowledges that the width of the present access route, including related road materials, generally does not exceed twelve feet and agrees not to relocate, widen, or change the routing of the present access route without Landlord's prior written consent
7. Nothing in this Amendment shall be construed to prevent or inhibit Landowner or Landowner's successors in title from constructing any or all of the following: streets, sidewalks, phone and fiber optic lines, water lines, gas mains, sanitary storm sewers and other Landowner's improvements, along and across the Right-of-Way herein granted; provided that such installations are made in such a manner as not to unreasonably interfere with the safety, construction, maintenance or operation of Company's pipeline or appurtenances and further provided that no building may be constructed within the Right-of-Way area. Prior to Landowner proceeding with the construction of any of the improvements described in this paragraph 7, Landowner shall notify Company in writing of such improvements and allow Company 60 (sixty) days to review the proposed improvements to determine whether any or all of the proposed improvements unreasonably interfere with Company's pipeline, related facilities or appurtenances. Any unresolved disputes under this Amendment which cannot be resolved by direct communication between the parties will be referred to and resolved by final and binding arbitration. The neutral third party arbitrator shall be agreed upon by the parties. Arbitration shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and in accordance with the Federal Arbitration Act, 9 U.S.C. Section 1 et. seq., including any future amendment or modification of the Act, except that multiple arbitrators

will not be required unless the parties are unable to agree on a single arbitrator. The arbitration shall take place either in Weber County or Salt Lake County, Utah. The order of the arbitrator may only be vacated on the grounds and as provided in 9 U.S.C. Section 10 or elsewhere in the Federal Arbitration Act.

8. Company shall defend, indemnify and hold harmless each Landowner, its affiliates, officers, members, managers, shareholders, employees, agents and invitees (the "Indemnified Parties") from any and all liabilities, damages, injuries, costs (including without limitation the reasonable cost of litigation) and claims to the extent arising directly or indirectly from Company's activities on or relating to the Property or adjacent or nearby land, including those arising from spills, leaks or other releases from Company's pipeline, its maintenance or operation whether at law or in equity, except to the extent any such liabilities, damages, injuries, costs or claims are attributable to or arise as a result of the sole or gross negligence or willful misconduct of the Indemnified Parties.
9. The Company shall perform construction, restoration, reclamation, remediation and related activities consistent with this Amendment and in accordance with the requirements of attached Exhibit "C".
10. Company shall be solely responsible for the payment of property taxes attributable to the Company's pipeline, related facilities and appurtenances located upon Landowner's Property.

All Exhibits referenced herein and attached to this Amendment shall be incorporated by reference as part of this Amendment. Except as otherwise provided herein, this Amendment shall not be construed as releasing any rights or privileges under the Right-of-Way Contract. All non-conflicting terms and conditions contained in the Right-of-Way Contract applicable to the easement rights granted herein shall apply with equal force and effect to the easement rights granted in this Amendment. In the event of a conflict or inconsistency between the Right-of-Way Contract and this Amendment, this Amendment shall control.

Except as specifically modified or amended herein, all terms and conditions in the Right-of-Way Contract shall remain in full force and effect. The provisions of this Amendment shall extend to, be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and references herein to Landowner and to Company shall, as appropriate, refer to their successors in title in and to the subject real property and the pipeline, respectively. The parties acknowledge that neither Landowner shall be liable or responsible for any obligation of the other Landowner arising hereunder or otherwise, that neither Landowner has the authority to bind the other, and that any authorization, approval or the like of Landowner shall require action by each of the Landowners and shall not be complete or satisfied until each Landowner has acted.

At EXECUTED on the dates set forth in the acknowledgments, but effective for all purposes as of the day of Sept, 2013 (the "Effective Date").

Landowner

GAILEY RANCH LLC.

By: Peter Hicks
Peter Hicks

Title: Manager

Landowner

SINCLAIR REAL ESTATE COMPANY

By: S. Holey

Title: President

Company

PIONEER PIPE LINE COMPANY

Signature: Bill A. Hallett

Title: Bill A. Hallett
Attorney-In-Fact

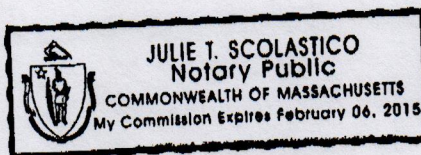
STATE OF Massachusetts
COUNTY OF Norfolk

On this 11th day of September, 2013, before me Julie T. Scolastico, the undersigned officer, personally appeared Peter Hicks, known to me (or satisfactorily proven) to be the person whose name is subscribed as Manager of Gailey Ranch, LLC, and acknowledged that he/she, as such Manager, being authorized so to do, executed the foregoing instrument as the act of his principal for the purposes therein contained, by signing the name of the said LLC by himself as Manager.

Julie T. Scolastico
NOTARY PUBLIC

Notary Public in and for Norfolk County

My commission expires:
2/6/15



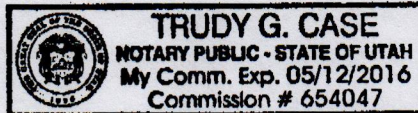
STATE OF Utah §
COUNTY OF Salt Lake §

On this 24th day of September, 2013, before me Trudy G. Case, the undersigned officer, personally appeared Stephen Holding, known to me (or satisfactorily proven) to be the person whose name is subscribed as President of Sinclair Real Estate Company and acknowledged that he/she, as such President, being authorized so to do, executed the foregoing instrument as the act of his principal for the purposes therein contained, by signing the name of the said Corporation by himself as President.

Trudy G. Case
NOTARY PUBLIC

Notary Public in and for Salt Lake County

My commission expires:
May 12, 2016



STATE OF CALIFORNIA §
COUNTY OF _____ §

On this _____ day of _____, 20____, before me _____, the undersigned officer, personally appeared Bill A. Hallett, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-in-Fact, of Pioneer Pipe Line Company, and acknowledged that he/she, as such Attorney-in-Fact, being authorized so to do, executed the foregoing instrument as the act of his principal for the purposes therein contained, by signing the name of the said Corporation by himself as Attorney-in-Fact.

NOTARY PUBLIC _____ SEE ATTACHED
Certificate
Notary Public in and for _____ County

My commission expires:

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On Oct. 4, 2013 before me, Terri L. James, NOTARY PUBLIC
(Here insert name and title of the officer)

personally appeared BILL A. HALLETT

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.

Terri L. James
Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Amend of Right of Way
(Title or description of attached document)

Contract
(Title or description of attached document continued)

Number of Pages 4 + Notary Pages Document Date Oct 4, 2013

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

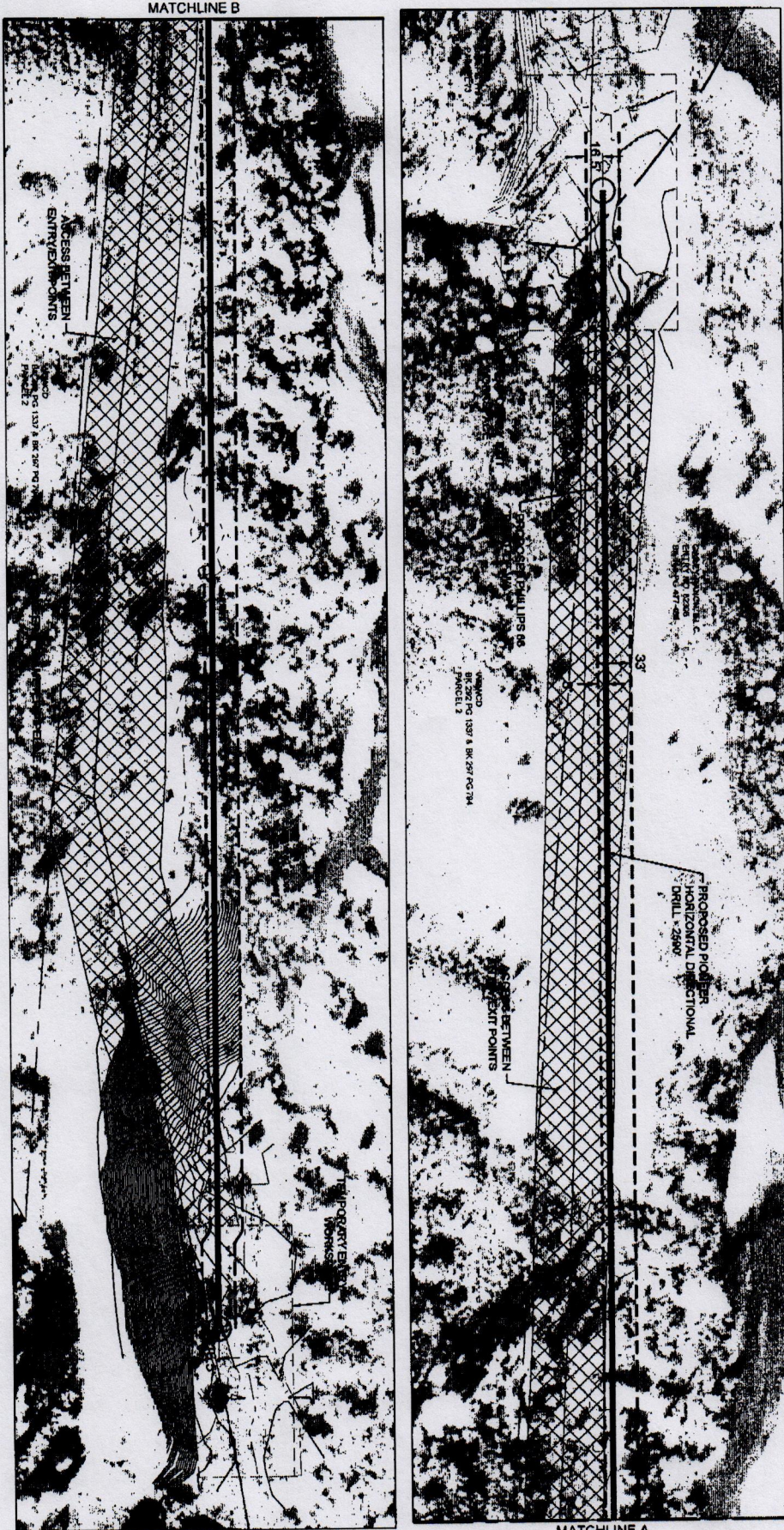
(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other for Pioneer Pipeline Co.

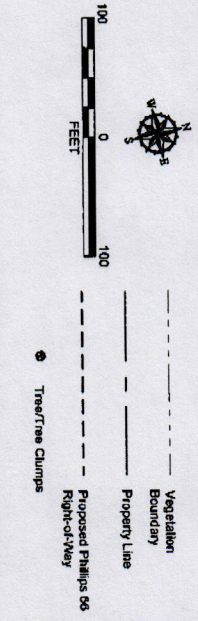
INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

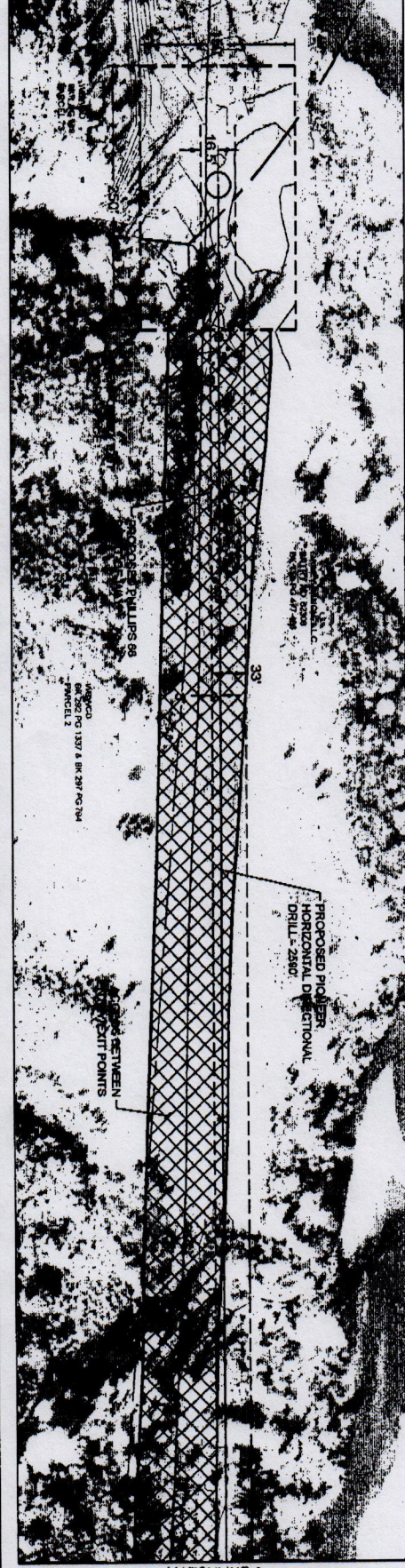
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they-, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document



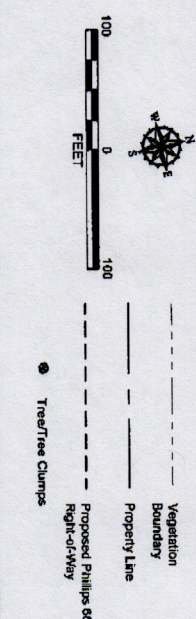
- Notes:**
1. The locations of all features shown are approximate.
 2. This drawing is for information purposes. GeoEngineers, Inc. can not guarantee the accuracy and content of electronic files. The master file is stored by GeoEngineers, Inc. and will serve as the official record of the communication.
 3. The utility shown in this drawing are based on survey data provided by Phillips 66 Pipeline LLC, Plains All-American Pipeline, L.P., and Questar Pipeline Company. GeoEngineers has not verified the field location of the existing utilities.
- Reference: Image and elevation data downloaded from <http://seamless.usgs.gov>.
 Property, topography, and vegetation lines based on survey by Universal Pegasus, Inc.



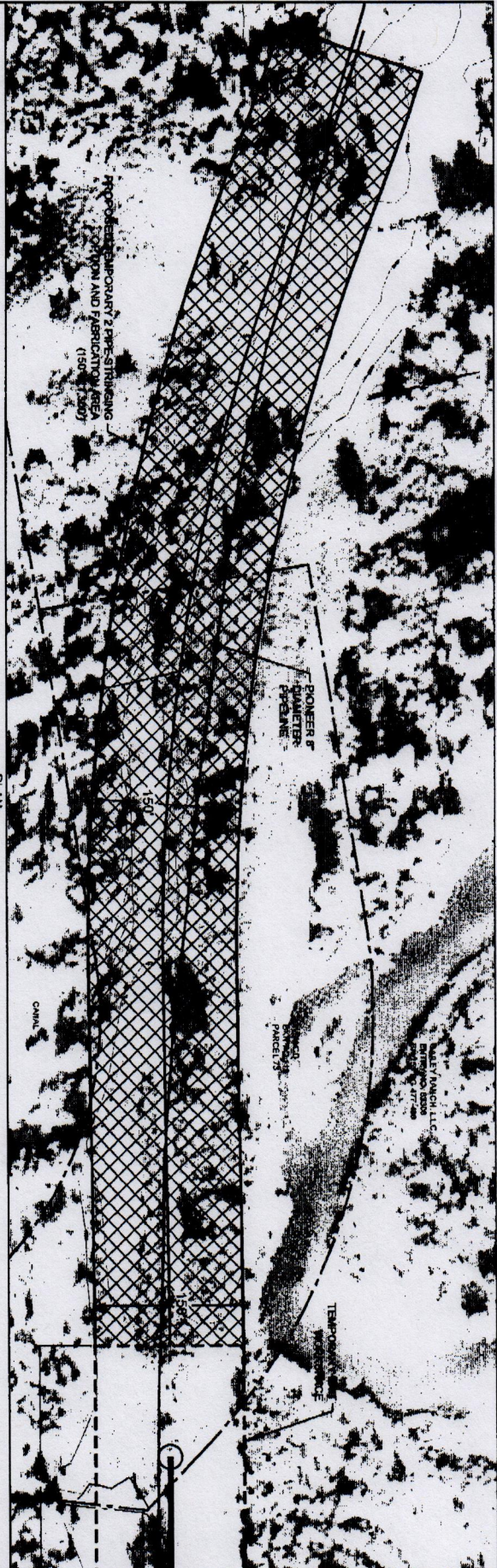
| | |
|---|--------------------|
| Right-of-Way Route | |
| PHILLIPS 66 PIPELINE LLC MORGAN COUNTY, UTAH | |
| GEOENGINEERS | EXHIBIT "A" |



- Notes:**
1. The locations of all features shown are approximate.
 2. This drawing is for information purposes. GeoEngineers, Inc. can not guarantee the accuracy and content of electronic files. The master file is stored by GeoEngineers, Inc. and will serve as the official record of this communication.
 3. The utilities shown on the drawing are based on survey data provided by Phillips 66 Pipeline LLC, Plains American Pipeline, L.P., and Quasar Pipeline Company. GeoEngineers has not verified the field location of the existing utilities.
- Reference: Image and elevation data downloaded from <http://samspace.usgs.gov>.
 Property, topography, and vegetation lines based on survey by Universal Pegasus, Inc.



| | |
|---|----------------------|
| Temporary Construction Easement | |
| PHILLIPS 66 PIPELINE LLC MORGAN COUNTY, UTAH | |
| GEOENGINEERS | EXHIBIT "B-1" |



PLAN
SCALE IN FEET

Property Line

- Notes:
1. The locations of all features shown are approximate.
 2. This drawing is for information purposes. GeoEngineers, Inc. can not guarantee the accuracy and content of electronic files. The master file is stored by GeoEngineers, Inc. and will serve as the official record of this communication.
 3. The utilities shown on this drawing are based on survey data provided by Phillips 66 Pipeline LLC, Plains American Pipeline, L.P., and Caswell Pipeline Company. GeoEngineers has not verified the field location of the existing utilities.
- Reference: Image and elevation data downloaded from <http://seamless.usgs.gov>
 Property, topography, and vegetation lines based on survey by Universal Pegasus, Inc.

| | |
|---|---------------|
| Temporary Construction Easement | |
| PHILLIPS 66 PIPELINE LLC MORGAN COUNTY, UTAH | |
| GEOENGINEERS | EXHIBIT "B-2" |

Exhibit "C"

1. CONDITIONS AND REQUIREMENTS AND THE PROJECT DOCUMENTS. This Exhibit C sets forth conditions and requirements for all construction, restoration, reclamation, remediation, maintenance, repair, removal, replacement and related activities of Company set forth in the Amendment of which this Exhibit is a part.

The proposed staging, construction, installation, maintenance, repair, removal and replacement of Company's pipeline, including removal from the Existing Easement of the portion of the original pipeline on the Property that is to be abandoned, will be implemented by Company or independent contractors employed by Company; provided, however, Company shall be ultimately responsible for the activities of any such contractors and others utilized by Company in connection with such staging, construction, installation maintenance, repair, removal and replacement of the pipeline or removal of the portion of Company's current pipeline that is to be abandoned.

Company shall place a steel pipe within a drilled segment of the Right-of-Way for a distance of approximately 2,500 feet (the entire length of the Right-of-Way), in accordance with the requirements set forth in the Project Documents. The Project Documents include: (1) the *Stormwater Pollution Prevention Plan* (SWPPP) prepared by Environmental Assistance Corporation as part of the Notice of Intent UTR361143 submitted by Company to the U.S. Army Corps of Engineers (Pioneer Pipeline 2012) on August 7, 2012; (2) the requirements, construction descriptions, Best Management Practices, and mitigation actions associated with a Nationwide Wetland Permit 12 (NWP 12) including the general, specific and special conditions described therein; and (3) the Specifically Noted Conditions set forth below in this Exhibit "C". All of the requirements found in the SWPPP(as amended) and the NWP 12 (as supplemented) shall be applicable to the Temporary Construction Easement and the Right-of-Way described in the Amendment

Specifically Noted Conditions:

- a. Pursuant to Paragraph 5 of the Amendment, Company will either abandon or remove the existing pipeline that is located in the existing right-of-way route that runs through the Property. In the event Company removes the pipe, the surface areas disturbed during its removal will be reclaimed by Company using a seed mix and other plants, including containerized sagebrush, hawthorn or trees such as narrow-leaf cottonwood to the condition prior to the pipe removal;
- b. The Right-of-Way outside of the Landscape Maintenance Easement will not be clear-cut, bladed or contoured without a prior written agreement between Landowner and Company;
- c. The Landscape Maintenance Easement may be mowed to a level of not less than 3-inches, and large trees and dense willows, hawthorn or other vegetation may be removed to allow for aerial and ground inspection;
- d. The Temporary Construction Easement may be mowed to a height of not less than 2-inches, re-contoured as necessary, and revegetated using a seed mix and other plants, including containerized plants, as agreed to by Landowner or its designated representative and Company;
- e. A mitigation/reclamation plan for the Right-of-Way, Landscape Maintenance Easement and Temporary Construction Easement will be submitted by Company to Landowner for Landowner's agreement prior to its implementation, which agreement shall not be unreasonably withheld, delayed or conditioned; and

f. Neither Company nor any of its subcontractors will have or allow access to any portion of the Property, the Temporary Construction Easement or the Right-of-Way other than as noted in this Amendment, the Project Documents or as specifically agreed to by Landowner.

2. RECLAMATION STANDARDS

a. All foreign material, such as bentonite, lubricating soil, matting (not specifically intended for long-term erosion control), and similar materials, will be removed from the Property, the Right-of-Way and the Temporary Construction Easement and disposed of in accordance with acceptable government standards; provided, however, Company shall not be responsible for disposing of any bentonite material that Landowner notifies Company that Landowner elects to use. For any bentonite material that Landowner elects to use, Company shall be relieved of any further obligations or liabilities hereunder, including disposal thereof, with respect to such material.

b. There is a zero tolerance of runoff from the Temporary Construction Easement, the Right-of-Way or the Property into the Weber River of any water, soil, contaminants or other material. This means that no material (including bentonite, if used), soil from the drilling operations, or other contaminated liquid will be allowed to travel from such areas, including both the west and east drilling or laydown areas, into the Weber River either directly or via one of several existing channels. This requirement shall apply to all construction, installation, maintenance, repair, removal and replacement activities performed by Company or a third-party hired by Company including the removal of the portion of the existing pipe that will be abandoned by Company.

c. Any brush and small trees removed by Company shall be cut no lower than 2-inches above ground level and will be finely chopped and either left onsite as mulch as directed by Landowner or, if preferred by Landowner, will be hauled away and disposed of by Company. Large trees removed by Company shall be hauled away and disposed of by Company unless Landowner directs otherwise, in which event the trees may be cut to cordwood size and stacked on site as directed by Landowner.

3. POST-CONSTRUCTION

a. **Site Drainage.** If drainage patterns and discharge quantities within the Temporary Construction Easement or any pipeline construction site are changed from existing conditions, appropriate measures will be taken to restore drainage to the conditions that existed prior to such construction but within the provisions and requirements of the SWPPP.

b. **Grading and Fill.** Existing grades shall be restored to match the original grade if changed during construction, compacted and finished as necessary, and appropriate soil mix shall be provided if required to replicate grades or stabilize sub-grade conditions.

c. **Slope Retention.** If cuts and fills during construction of the pipeline adversely affect the stability of soils in such a manner that existing grades cannot be replicated to their original grade, retaining structures shall be installed to provide stability of adjusted grades.

d. **Topsoil.** Topsoil disturbed during construction of the pipeline shall be returned to as near original locations as reasonably possible (top soil not to be buried), even if topsoil must be imported. Topsoil shall be reserved onsite and piled during such construction, and it shall be fully spread over the appropriate areas.

e. **Groundcover (Herbaceous).** Groundcovers and grasses shall be planted on all disturbed land surfaces except roads to match natural conditions and be supported by appropriate organic soils and drainage for replanting.

f. **Understory Planting (Shrubs).** Replacement understory planting, outside of the Landscape Maintenance Easement, shall be planted to match natural conditions and be supported by appropriate organic soils, sub-surface soil structure, and drainage for replanting. Containerized stock will be used to supplement the understory and facilitate the objectives of eliminating erosion and sedimentation using species that correspond to existing conditions. At a minimum, high quality ten (10) gallon specimens will be planted by Company on a 1:1 ratio for shrubs that extend above (6) six feet in height (number of shrubs planted: number of shrubs removed).

g. **Trees.** All trees with 6" caliper diameter (at 8" above grade) that are removed by Company outside of the Landscape Maintenance Easement shall be replaced with the same species and at the same general location where they were removed. The replace trees will not be permitted within the 25 foot Landscape Maintenance Easement. At a minimum, 2" caliper diameter specimens of high quality will be planted by Company on a 2:1 ratio (number of trees planted: number of trees removed).

h. **Notifications to Landowner.** Company shall periodically notify Landowner concerning progress in satisfying the requirements of the Amendment and, in particular, of this Exhibit C.

i. **Inspection.** On or about September 1st of the year after Company completes construction of the pipeline, representatives of Company and of Landowner will jointly inspect the area to confirm that the requirements of this Exhibit C have been satisfied and to identify remediation efforts to be undertaken by Company. In particular, the representatives will identify trees, shrubs and other vegetation planted by Company as part of Company's obligations hereunder that appear to be inadequate, dead or dying, and Company shall timely correct inadequate plantings and replace dead and dying vegetation until 75% of the vegetation is fully established.

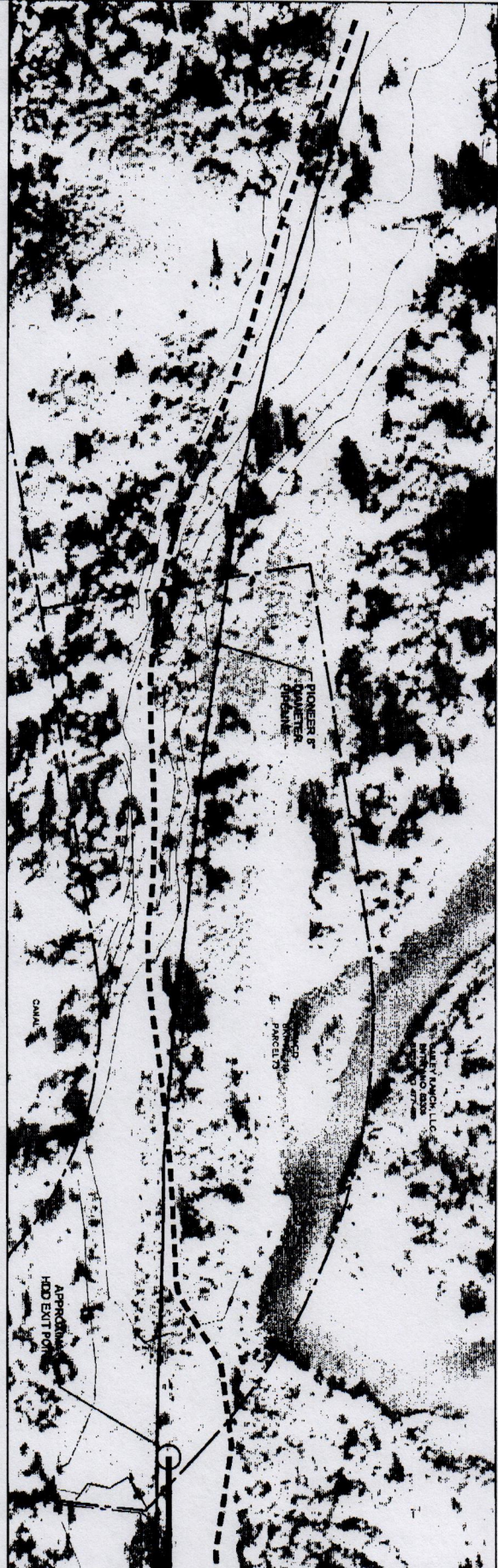
MATCHLINE B



MATCHLINE A

- Note:
1. The locations of all features shown are approximate.
 2. This drawing is for information purposes. GeoEngineers, Inc. can not guarantee the accuracy and content of electronic files. The master file is stored by GeoEngineers, Inc. and will serve as the official record of this communication.
 3. The utilities shown on the drawing are based on survey data provided by Phillips 66 Pipeline LLC. GeoEngineers has not verified the field location of the existing utilities.
- Reference: Image and elevation data downloaded from <http://seamless.usgs.gov/>.
Property, topography, and vegetation lines based on survey by Universal Pipeline, Inc.

| | |
|---|----------------------|
| Access Road | |
| PHILLIPS 66 PIPELINE LLC MORGAN COUNTY, UTAH | |
| GEOENGINEERS | EXHIBIT "D-1" |



- Notes:
1. The locations of all features shown are approximate.
 2. This drawing is for information purposes. GeoEngineers, Inc. can not guarantee the accuracy and content of electronic files. The master file is stored by GeoEngineers, Inc. and will serve as the official record of this communication.
 3. The utilities shown on the drawing are based on survey data provided by Phillips 66 Pipeline LLC. GeoEngineers has not verified the field location of the existing utilities.

Reference: Image and elevation data downloaded from <http://seamless.usgs.gov>.
 Property, topography, and vegetation lines based on survey by Universal Pegasus, Inc.

----- Property Line
 - - - - - Access Road

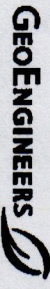
| |
|---|
| Access Road |
| PHILLIPS 66 PIPELINE LLC MORGAN COUNTY, UTAH |
|  GEOENGINEERS |
| EXHIBIT "D-2" |

Exhibit "E"

Beginning at a point 329 feet South of the Northeast corner of Section 35, Township 5 North, Range 1 East, Salt Lake Base and Meridian; thence North 84 deg. 44' West 1123 feet; thence North 73 deg. 26' West 972 feet; thence North 70 deg. 48' West 767 feet; thence North 74 deg. 17' West 264 feet; thence North 76 deg. 30' West 412 feet; thence North 73 deg. 30' West 101 feet; thence North 75 deg. 24' West 980 feet; thence North 70 deg. 07' West 667 feet, thence North 59 deg. 45' West 692 feet; thence North 71 deg. 24' West 227 feet; thence North 85 deg. 24' West 81 feet; thence South 78 deg. 20' West 210 feet; thence South 84 deg. 54' West 1358 feet; thence South 87 deg. 06' West 234 feet; thence South 79 deg. 55' West 216 feet to the point of exit; said point being 1146 feet North of the Southwest corner of the Southeast Quarter of Section 27, Township 5 North, Range 1 East, Salt Lake Base and Meridian, Morgan County, Utah, said easement containing approximately 15.19 acres.