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Filed By: CB
BRENDA NELSON, Recorder
MORGAN COUNTY
For: ROCKY MOUNTAIN PIPELINE

SECOND AMENDMENT OF RIGHT OF WAY CONTRACT

STATE OF UTAH §
 §
COUNTY OF MORGAN §

WHEREAS Gailey Ranch, L.L.C., a Utah Liability Company whose address is c/o Mark H. Anderson, Esq., Fabian VanCott, 215 South State Street, Suite 1200, Salt Lake City, Utah 84111-2323, and Sinclair Real Estate Company, a Wyoming Corporation, successor in interest to Sinclair Oil Corporation, a Wyoming Corporation having a mailing address of P.O. Box 30825, Salt Lake City, UT 84130-0825 hereinafter referred to as "Grantor" (whether one or more) are the owners of certain lands and improvements located in the South Half of Section 26, Township 5 North, Range 1 East, Salt Lake Base and Meridian, Morgan County, Utah (the "Property"); and,

WHEREAS, ROCKY MOUNTAIN PIPELINE SYSTEM LLC, a Delaware Limited Liability Company its successors and assigns, hereinafter referred to as "Grantee", is the successor in interest to Utah Oil Refining Company with respect to a pipeline right of way contract (the "Original ROW") granted by John R. Gailey to Grantee on 19 September 1939 recorded in Morgan County as Entry No. 19163, in Book Misc. 2 at Page 261; and,

WHEREAS, Grantor is the successor in interest to John R. Gailey as a property owner; and

WHEREAS, Grantor and Grantee are parties to that certain Amendment of Right of Way Contract dated July 20, 2011, recorded in Morgan County as Entry 123636, in Book 292, Page 839 (the "First Amendment of ROW"), whereby the Original ROW was amended to narrow and re-define right of way described therein (the Original ROW, as amended by the First Amendment of ROW, is hereinafter referred to as the "Existing ROW"); and,

WHEREAS, Grantee desires to replace and relocate a portion of one of the pipelines contemplated in the First Amendment of ROW using horizontal directional drilling (the "Replacement Pipeline"); and

WHEREAS, Grantor and Grantee desire to modify the Existing ROW in the manner hereinafter stated in this Second Amendment to Right of Way Contract (this "Amendment") in order to, among other things, provide for an additional easement for the Replacement Pipeline;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of the parties hereto and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged the PARTIES hereto agree to amend the Existing ROW as follows INsofar AND ONLY INsofar AS IT AFFECTS THE EASEMENT AREA DEFINED IN PARAGRAPH 3 AND THE AREA COVERED BY THE TEMPORARY CONSTRUCTION

EASEMENT AS DEFINED IN PARAGRAPH 2 BUT NO OTHER LANDS SUBJECT TO THE EXISTING ROW, as follows:

1. Grantor does hereby quit claim to Grantee a non-exclusive right-of-way, as defined in paragraph 3 below (the "Right-of-Way" and/or the "Easement Area"), 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, and all appurtenances, including cathodic protection, equipment and facilities necessary or incidental thereto, including without limitation telecommunications cable and equipment and minor above ground appurtenances such as valves, test lead posts and markers (the pipeline and all appurtenances hereinafter referred to as the "Replacement Pipeline"), 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 Grantor's use of the right-of-way and adjacent real property.
2. Grantor does hereby quit claim to Grantee the right for the temporary use of additional workspace as identified in Exhibit "B", attached to this Amendment and made a part hereof (the "Temporary Construction Easement"), that is outside of, and adjacent to a portion of, the Replacement Pipeline route depicted on Exhibit "A" to allow for the installation of the Replacement 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 twenty-five (25) feet in width, the approximate route of which is depicted in Exhibit "A" (with Grantee being entitled to choose, at its option, the route depicted by either of the two (2) red-colored dotted lines depicted on the attached Exhibit "A"), granting twelve and one-half (12.5) feet on the North side and twelve and one-half (12.5) feet on the South side of the centerline of the as-built pipeline, for a length of approximately two thousand six hundred (2,600) feet; provided, however, Grantor agrees that Grantee, at its option, shall have the right to extend the length of the Right-of-Way to the east (extending the eastern entry point further in an easterly direction generally along the same line as the existing Right-of-Way) by up to an additional approximately one thousand two hundred (1,200) feet for a total length of up to approximately three thousands and six hundred (3,600) feet. Grantor acknowledges and agrees that Grantee shall also have the right to adjust the location of the Easement Area and/or Temporary Construction Area as a result of various engineering factors or to correct the legal description of the Easement Area and/or Temporary Construction Area to conform with the actual location of the required Easement Area and/or Temporary Construction Area. Grantee may rerecord this Second Amendment of ROW by attaching a plat as a revised Exhibit "A" (incorporated herein by reference) reflecting the actual route of the Replacement Pipeline constructed and installed hereunder to correctly identify the locations of Easement Area and/or Temporary Construction Area. Grantor shall, if requested by Grantee, execute and deliver an instrument in recordable form granting an easement to GRANTEE in the locations described by the amended easement descriptions and surveys, on the same terms as this agreement.
4. A permanent landscape maintenance easement twenty five (25) feet in width centered on the centerline of Grantee's as-built pipe shall exist for Grantee's routine observation activities ("Landscape Maintenance Easement"). The Landscape Maintenance Easement shall be seeded and watered by Grantee, 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. Grantor agrees that trees shall not be planted within the twenty five (25) foot wide Landscape Maintenance Easement, and that Grantee 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, Grantee 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 twenty-five (25) foot wide Right-of-Way for recordation in the office the Morgan County Recorder, (c) prepare a release of record for the right-of-way route of existing pipeline that is being replaced, which shall be abandoned in place, subject to the terms of Paragraph 10 below. 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 Grantee intends to record in satisfaction of the requirements of this paragraph 5, shall be prepared for execution by both Grantee and Grantor and be submitted to Grantor for Grantor's review and reasonable approval. Upon receipt of Grantor's approval of such documents, Grantee 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 Exhibit "A" to this Amendment and shall describe the Right-of-Way referenced in this Amendment. If within two (2) years after the Effective Date of this Amendment Grantee has failed, through no fault of Grantor, to satisfy the requirements of (a) 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, Grantee has failed, through no fault of Grantor, to satisfy the requirements of (b) and (c) of the first sentence of this paragraph 5, then Grantor shall provide Grantee with written notice of such failure and, if Grantee does not remedy such failure within thirty (30) days after receipt of Grantor's notice, then Grantee shall be liable to, and shall pay Grantor for, all costs, expenses and liabilities incurred by Grantor 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, 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 Grantee, shall be restored by Grantee 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, Grantee shall in no way be responsible or liable for restoring the access route to the extent the route is damaged by the Grantor or any third party not acting on behalf of Grantee. Grantor reserves the right to relocate the access route at its sole discretion, provided that the relocated route continues to provide reasonable access to the Grantee's Right-of-Way, including ingress and egress to Grantee for the purposes stated in this Amendment. Grantee shall, be responsible to repair any damage to the existing access route or relocated access route to the extent caused by Grantee or those acting for or on behalf of Grantee. Grantee will provide notification, except in the case of an emergency, to the Grantor 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 Grantee will attempt to avoid using the access route when muddy or wet conditions exist. Grantor is aware that in certain circumstances Grantee will need to access the

route when these conditions exist. Grantee will not make any alterations or replacement of road mix to the access route without giving prior notice to the Grantor. If Grantor does not approve of the alterations, or replacement of road mix, then Grantee will work with the Grantor to make a mutually agreeable resolution. Additionally, the Grantee will not dump, stage or store any material on the Grantor's property or the Right of Way without receiving prior Grantor consent. Grantee 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 Grantor or Grantor'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 Grantor'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 Grantee's pipeline or appurtenances and further provided that no building may be constructed within the Right-of-Way area. Prior to Grantor proceeding with the construction of any of the improvements described in this paragraph 7, Grantor shall notify Grantee in writing of such improvements and allow Grantee 60 (sixty) days to review the proposed improvements to determine whether any or all of the proposed improvements unreasonably interfere with Grantee's pipeline, related facilities or appurtenances.
8. Grantor understands that Grantee may install all or a substantial portion of the Replacement Pipeline through means of a horizontal directional drill ("HDD"). Grantee shall have the right to conduct geotechnical studies in and around the Right-of-Way, to include geotechnical borings of up to one hundred and twenty (120) feet deep, to develop and finalize the HDD profile for the Replacement Pipeline, as the same is contemplated hereunder. Grantor acknowledges and agrees that Grantee shall be entitled to access the Right-of-Way along and from the existing right-of-way under the Existing ROW and from adjacent properties, and, in so doing, shall be permitted to cut fences and install temporary fences in accordance with normal and customary industry practices, and, upon completion of the construction and installation, Grantee shall restore all fences cut or damages by Grantee to at least as good as a condition as the same existed immediately prior to being cut or otherwise damaged by Grantee.
9. Grantee shall defend, indemnify and hold harmless each Grantor, 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 Grantee's activities on or relating to the Property or adjacent or nearby land or from any portion of the existing pipeline that is being replaced with the Replacement Pipe which is left abandoned in place (but only for so long as such abandoned pipe remains on the Property), including those arising from spills, leaks or other releases from Grantee'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.
10. Notwithstanding anything herein to the contrary, Grantee, at Grantee's sole cost, risk and expense, shall at all times and from time to time while the Existing ROW, as amended hereby and may hereafter be further amended, remains in effect, have the right to access and remove all or any portion of the existing pipeline that is being replaced with the Replacement Pipe which may be left abandoned in place provided that Grantee delivers to Grantor (i) not less than thirty (30)

days prior written notice thereof, or, in the event Grantor reasonably deems it to be an emergency then with such advance notice as is reasonably practicable under the circumstances, and (ii) a reasonably sufficient work plan and schedule for the removal operation and the subsequent restoration work. At the same time as any such removal, Grantee, at Grantee's sole cost, risk and expense, shall also remove contaminated soil, if any, attributable to the portion of such existing pipeline then being removed, and reclaim and restore the affected area to the reasonable satisfaction of Grantee as specified in attached Exhibit "C".

11. The Grantee shall perform construction, restoration, reclamation, remediation and related activities consistent with this Amendment and in accordance with the requirements of attached Exhibit "C".
12. Grantee agrees to conduct all operations hereunder in accordance will all applicable governmental laws, orders, rules, and regulations. Grantee further warrants that it has or will obtain, and keep in place throughout the term of easements granted to Grantee hereunder any and all federal, state and local permits that may pertain to its work with respect to the Replacement Pipeline or the presence, operation or maintenance of the Replacement Pipeline, and upon request shall provide Grantor with copies of same.
13. Grantee, its successors and assigns, shall maintain substantially the same types and levels of insurance with respect to Replacement Pipeline and the easements granted herein as it generally maintains for its other similar facilities.
14. Grantee shall be solely responsible for the payment of property taxes attributable to the Grantee's pipeline, related facilities and appurtenances located upon Grantor's Property.
15. All Exhibits referenced herein and attached to this Amendment shall be incorporated by reference as part of this Amendment.
16. This Amendment shall not be construed as releasing any rights or privileges under the Existing ROW. All non-conflicting terms and conditions contained in the Existing ROW 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 Existing ROW and this Amendment, this Amendment shall control.
17. Except as specifically modified or amended herein, all terms and conditions in the Existing ROW 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 Grantor and to Grantee 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 Grantor shall be liable or responsible for any obligation of the other Grantor arising hereunder or otherwise, that neither Grantor has the authority to bind the other, and that any authorization, approval or the like of Grantor shall require action by each of the Grantors and shall riot be complete or satisfied until each Grantor has acted.
18. This Second Amended ROW may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.
19. Grantor is executing this Amendment under threat of condemnation.

EXECUTED THIS 3rd day of March, 2017.

GRANTOR:

GAILEY RANCH, L.L.C.

By: Peter Hicks

Name: Peter Hicks

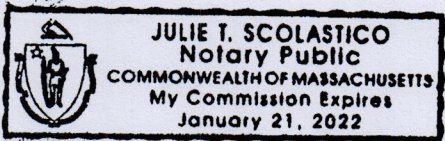
Title: Managing Member

STATE OF Massachusetts)
COUNTY OF Norfolk)

On March 3, 2017, before me, Julie T. Scolastico, personally appeared Peter Hicks, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and seal.

Signature Julie Scolastico



EXECUTED THIS 3rd day of March, 2017.

SINCLAIR REAL ESTATE COMPANY

By: [Signature]
Name: Stephen Holding
Title: President

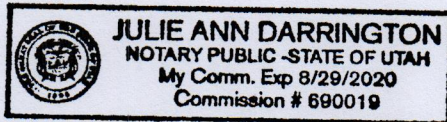
STATE OF Utah)

COUNTY OF Salt Lake)

On March 3, 2017, before me, Julie Ann Darrington, personally appeared Stephen Holding, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and seal.

Signature [Signature]



EXECUTED THIS 3rd day of March, 2017.

GRANTEE:

ROCKY MOUNTAIN PIPELINE SYSTEM LLC

By: *D. J. Nerbonne*

Name: Daniel J. Nerbonne

Title: Executive Vice President

STATE OF TEXAS)

COUNTY OF HARRIS)

On March 3, 2017, before me, *D. K. Reed*, personally appeared *Daniel J. Nerbonne*, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and seal.

Signature *D. K. Reed*

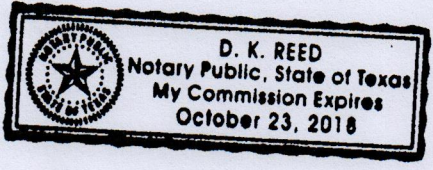
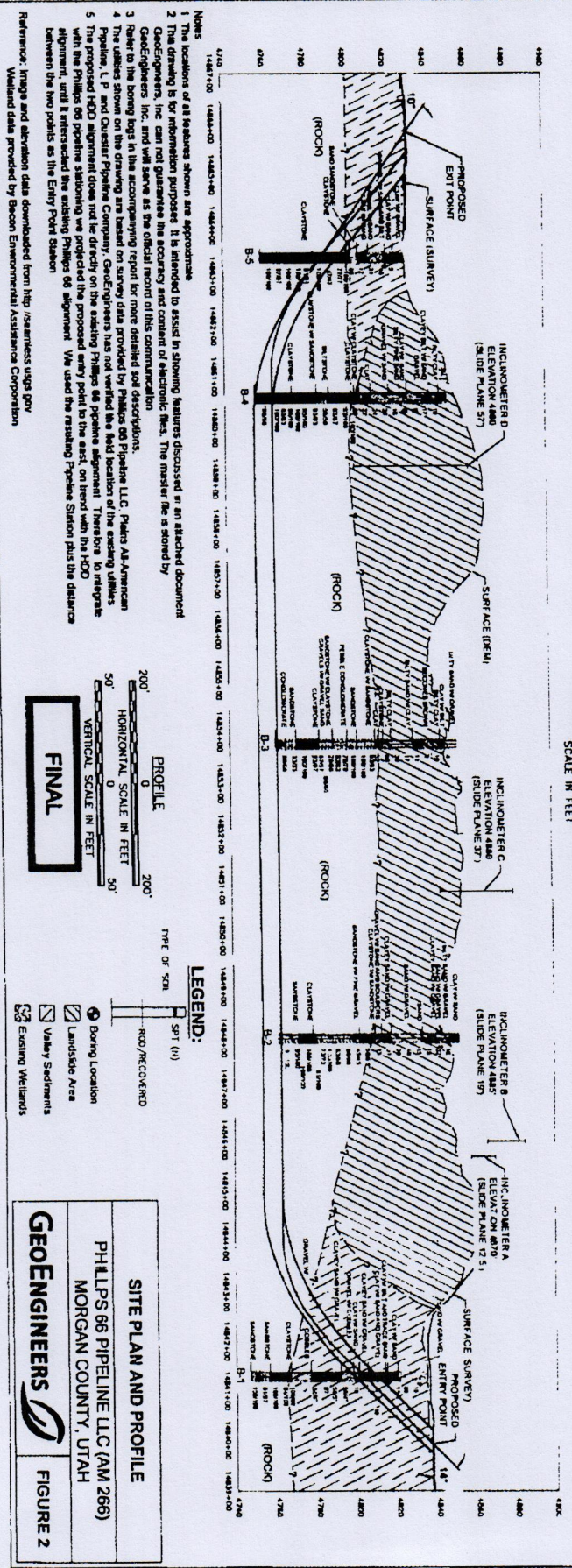
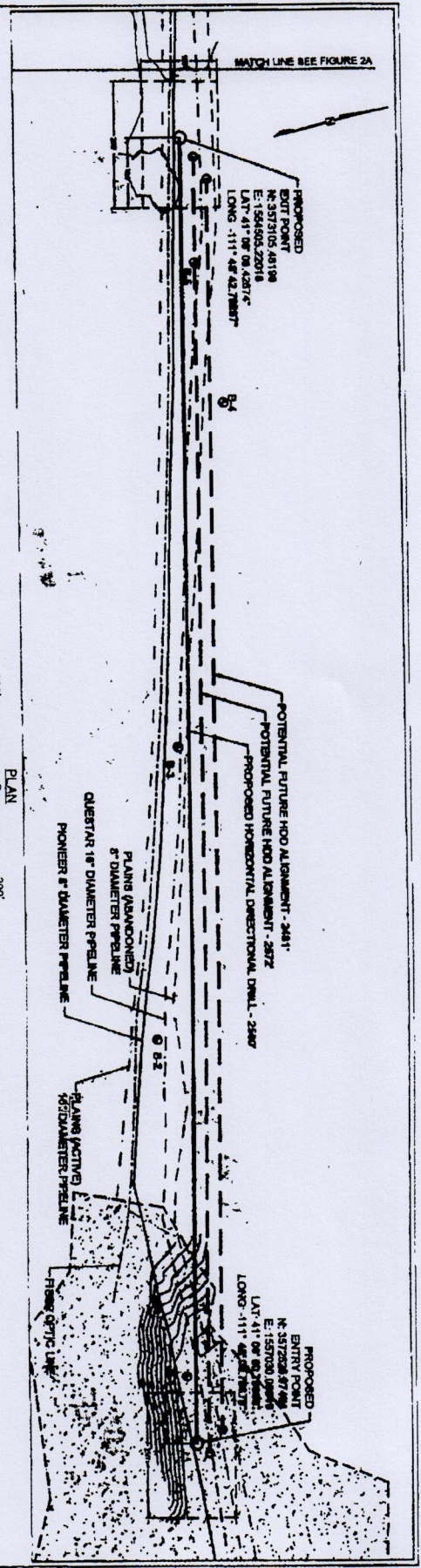


Exhibit A
Easement Area
[Attached]



Notes:

- The locations of all features shown are approximate.
- This drawing is for information purposes. It is intended to assist in showing features discussed in an attached document. 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.
- Refer to the boring logs in the accompanying report for more detailed soil descriptions.
- The utilities shown on the drawing are based on survey data provided by Phillips 66 Pipeline LLC, Plains AB-American Pipeline, L.P. and Quanter Pipeline Company. GeoEngineers has not verified the field location of the existing utilities with the Phillips 66 adjacent stationing, we projected the proposed entry point to the east, on trend with the HDD alignment, until it intersected the existing Phillips 66 alignment. We used the resulting Pipeline Station plus the distance between the two points as the Entry Point Station.

Reference: Ings and elevation data downloaded from <http://saramms.uga.gov>
 Wetland data provided by Becon Environmental Assistance Corporation

SITE PLAN AND PROFILE

PHILLIPS 66 PIPELINE LLC (AM 266)
 MORGAN COUNTY, UTAH

GEOENGINEERS

FIGURE 2

Exhibit B

Temporary Workspace

At the Entry Point and the Exit Point of the Horizontal Directional Drill, Grantee shall be entitled to use up to one (1) acre of land at both locations (for a total of up to two (2) acres) for the Temporary Work Space. The final configuration of the Temporary workspace will be determined after the HDD design is complete. In addition, Grantor acknowledges and agrees that Grantee will be permitted to string and stage the Replacement Pipeline down the existing right of way under the Existing ROW, which will extend to the West from the Exit Point.

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 Grantee set forth in the Amendment of which this Exhibit is a part.

The proposed staging, construction, installation, maintenance, repair, removal and replacement of Grantee's pipeline, will be implemented by Grantee or independent contractors employed by Grantee; provided, however, Grantee shall be ultimately responsible for the activities of any such contractors and others utilized by Grantee in connection with such staging, construction, installation maintenance, repair, removal and replacement of the pipeline.

Grantee shall place a steel pipe within a drilled segment of the Right-of-Way for a distance of approximately 2,600-3,600 feet (the entire length of the Right-of-Way, as the same may be extended at Grantee's option as provided in the Amendment), in accordance with the requirements set forth in the Project Documents. The Project Documents include: (1) Construction Best Management Practices Plan (BMP) prepared by SWCA Environmental Consultants; and (2) the Specifically Noted Conditions set forth below in this Exhibit "C". All of the recommendations found in the BMP shall be applicable to the Temporary Construction Easement and Right-of-Way described in the Amendment.

Specifically Noted Conditions:

- a. Pursuant to Paragraph 5 of the Amendment, Grantee will abandon the existing pipeline that is located in the existing right of way route that runs through the Property. In the event Grantee removes any of the existing pipe left abandoned in place as provided in Paragraph 10 in the Amendment to which this Exhibit is attached, the surface areas disturbed during such removal will be reclaimed by Grantee using a seed mix and other plants, including containerized sagebrush, hawthorn or trees such as narrow-leaf cottonwood to the condition prior to 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 Grantor and Grantee;
- 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 Grantor or its designated representative and Grantee;
- e. A mitigation/reclamation plan for the Right-of-Way, Landscape Maintenance Easement and Temporary Construction Easement will be submitted by Grantee to Grantor for Grantor's agreement prior to its implementation, which agreement shall not be unreasonably withheld, delayed or conditioned; and

e. Neither Grantee 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 or provided for in the Existing ROW, this Amendment, the Project Documents or as specifically agreed to by Grantor.

2. RECLAMATION STANDARDS

a. All foreign material, such as bentonite, lubricating soil, matting (not specifically intended for longterm 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, Grantee shall not be responsible for disposing of any bentonite material that Grantor notifies Grantee that Grantor elects to use. For any bentonite material that Grantor elects to use, Grantee 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 Grantee or a third-party hired by Grantee.

c. Any brush and small trees removed by Grantee 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 Grantor or, if preferred by Grantor, will be hauled away and disposed of by Grantee. Large trees removed by Grantee shall be hauled away and disposed of by Grantee unless Grantor directs otherwise, in which event the trees may be cut to cordwood size and stacked on site as directed by Grantor.

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 Grantee 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 Grantee 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 Grantee on a 2:1 ratio (number of trees planted: number of trees removed).

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

Inspection. On or about September 1st of the year after Grantee completes construction of the pipeline, representatives of Grantee and of Grantor 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 Grantee. In particular, the representatives will identify trees, shrubs and other vegetation planted by Grantee as part of Grantee's obligations hereunder that appear to be inadequate, dead or dying, and Grantee shall timely correct inadequate plantings and replace dead and dying vegetation until 75% of the vegetation is fully established.