

AMENDMENT OF RIGHT-OF-WAY AGREEMENT

STATE OF MONTANA §
 § KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF YELLOWSTONE §

WHEREAS, on the 15TH day OF September, 1967, COUNTY OF YELLOWSTONE, executed and delivered to CONTINENTAL PIPE LINE COMPANY, its successors and assigns, a grant of a right-of-way specified in an instrument titled RIGHT OF WAY AGREEMENT covering the following described lands in YELLOWSTONE COUNTY, MONTANA, to wit:

The land over which the pipeline is to extend, and the location of the line are shown on Exhibits "A" and "B", consisting of plats attached hereto and made a part hereof, Said instrument being filed of record in Book 870 at Page 21 of the official records of YELLOWSTONE COUNTY, MONTANA, (the "Right-of-Way Agreement"); and

WHEREAS, PHILLIPS 66 CARRIER LLC, ("Company") is the successor in interest to CONTINENTAL PIPE LINE COMPANY as the grantee under said Right-of-Way Agreement; and

WHEREAS, COUNTY OF YELLOWSTONE (hereinafter "Landowner", whether one or more), that Landowner is the present owner of the above described land that is subject to the Right-of-Way Agreement represents; and

WHEREAS, Landowner and Company mutually desire to amend the Right-of-Way Agreement in the manner hereinafter stated.

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 Agreement as follows:

1. In addition to the existing pipeline (the "Existing Pipeline"), Company shall be permitted to install a new twelve-inch (12-inch) diameter pipeline (the "Replacement Pipeline") which will be laid within a separate fifty (50) foot wide right of way, being twenty-five (25) feet on either side of the center line of the Replacement Pipeline, (the "Replacement Pipeline Corridor"), and permitted to lay, maintain, inspect, alter, repair, operate, protect, remove and relay such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operation (collectively, with the Replacement Pipeline, the "Facilities") within said Replacement Pipeline Corridor. The approximate route of the Replacement Pipeline Corridor is more generally depicted on the attached "Exhibit A", in portions of Sections 26 and 34, Township 1 North, Range 26 East, Yellowstone County, Montana.
2. Landowner and Company acknowledge there will be two pipelines on Landowner's property, (i.e. the Existing Pipeline and the Replacement Pipeline), and that Company shall have the right to abandon either or both pipelines in place, in accordance with applicable laws, rules, and regulations.
3. Company shall have the right to utilize temporary construction workspace (and extra/additional temporary workspace, if any) (collectively, the "temporary workspace"), as more particularly described in Exhibit A, as needed for the initial construction of the Facilities and restoration of Landowner's property for a period to extend twenty-four (24) months from the date of construction commencement on Landowner's property; provided, however, if Company has completed its use of such temporary workspace for construction of the Facilities prior to the expiration of said period, then such temporary workspace shall immediately terminate.

Nothing contained in this Amendment of Right-of-Way Agreement (“Amendment”) shall be construed as releasing any rights or privileges under said Right-of-Way Agreement. All terms and conditions contained in the Right-of-Way Agreement applicable to the easement rights granted therein shall apply with equal force and effect to the easement rights granted in this Amendment.

Company shall have the right from time to time to assign the rights granted under the Right-of-Way Agreement, as amended by this Amendment, in whole or in part.

Except as specifically amended herein, all terms and conditions in the Right-of-Way Agreement shall remain in full force and effect. The provisions hereof shall extend to, be binding upon, and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same agreement.

EXECUTED on the dates set forth in the acknowledgments, but effective for all purposes as of _____ (the “Effective Date”).

LANDOWNER

COUNTY OF YELLOWSTONE

By: _____

Printed Name: _____

Title: _____

COMPANY

PHILLIPS 66 CARRIER LLC

By: _____

Printed Name: _____

Title: _____

