



**AFTER RECORDING  
RETURN TO:**

Phillips Texas Pipeline Company  
Eagle 2 LLC  
Attn: Real Estate  
P.O. Box 4428  
Houston, TX 77210

(Save for Recorder's Information)

**ASSIGNMENT AND ASSUMPTION AND BILL OF SALE AGREEMENT**

STATE OF WYOMING                   §  
COUNTY OF SHERIDAN           §  
   §

KNOW ALL PERSONS BY THESE PRESENTS:

**THIS ASSIGNMENT AND ASSUMPTION AND BILL OF SALE AGREEMENT** (this "Assignment") is made and entered into as of the 14th day of October, 2016 ( the "Effective Date"), by and between PHILLIPS 66 PIPELINE LLC, a Delaware limited liability company whose mailing address is 2331 Citywest Boulevard, Houston, Texas 77042, as holder of the Subject Assets (as hereinafter defined) in its own name ("Assignor"), and PHILLIPS TEXAS PIPELINE COMPANY EAGLE 2 LLC, a Delaware Limited Liability Company whose mailing address is 2331 Citywest Boulevard, Houston, Texas 77042 ("Assignee").

1. For good and valuable consideration, Assignor hereby grants, sells, conveys, assigns, transfers, bargains, delivers, sets over to, and vests in Assignee, its successors and assigns, without any warranties, express or implied, all of such Assignor's right, title and interest, legal and equitable, in and to the following, if any:

(a) the easements, rights of way, servitudes, leases, surface rights, interests in land, permits, licenses and grants, and all amendments to each thereof, if any, described in Exhibit A, together with all prescriptive rights and all franchises, privileges, permits, grants, leases, and consents in favor of Assignor, or Assignor's predecessors in title, in, on, over and under lands, roads, highways, railroads, rivers, canals, ditches, bridges, state and national parks, forests, reservations and wilderness areas, public grounds or



structures, or elsewhere, and all rights incident thereto, rights under condemnation judgments, judgments on declaration of taking, and permits and grants for the installation, maintenance, repair, removal and operation of the Pipeline (as hereinafter defined) (collectively, the "Easements");

(b) the presently existing pipeline located in, on, over, under or adjacent to the property described in (a) above, together with all buildings, structures, improvements, equipment and appurtenances of every kind or nature that are a part of, affixed to or used in connection therewith, including, without limitation, all stations, substations, pumping stations, metering stations, meter houses, ponds, regulator houses, storage tanks, scrapers and scraper traps, fittings, valves, connections, cathodic or electric protection units, bypasses, regulators, drips, meters, pumps, engines, pipes, gates, telephone and telegraph lines, poles, wires, casings and fixtures, headers, aerial suspension river crossings, appliances, electric power lines, radio towers, terminals, docks, piers, truck racks, and all appurtenances and fixtures of every kind or nature whatsoever forming a part of said pipeline (collectively, together with additions or replacements, the "Pipeline");

(c) to the extent assignable to Assignee, any and all operating licenses, permits and applications and agreements for utilities and related services to which the Easements and Pipeline are subject (the "Other Agreements"); and

(d) with respect to the Easements and Pipeline, all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to such property, or any part thereof, including, without limitation, all reversionary interests and reversions, remainders, and all the right, title, interest, estate and claim whatsoever, at law as well as in equity, of Assignor in and to the Easements and Pipeline (the "Appurtenances"; the Appurtenances, the Easements, the Pipeline, and the Other Agreements, collectively, the "Subject Assets").

TO HAVE AND TO HOLD the Subject Assets, together with all and singular the rights and appurtenances thereunto and in anywise belonging, unto Assignee, its successors and assigns forever, and Assignor does hereby bind itself, and its successors and assigns, to WARRANT and FOREVER DEFEND all and singular the title to the Subject Assets unto Assignee, its successors and assigns, against every person whomsoever lawfully claiming or claim the same any part thereof, by, through, or under Assignor, but not otherwise.

2. Assignee hereby accepts the Subject Assets as a capital contribution and assumes the Subject Assets and all of Assignor's duties and obligations under or relating to the Subject Assets.

3. Notwithstanding anything to the contrary set forth in this Assignment:

(a) If and to the extent that the valid, complete and perfected transfer or assignment to Assignee of the Subject Assets by Assignor or assumption by Assignee of any Assignor liabilities would be a violation of applicable law, or require any consents, approvals or notifications in connection with this Assignment that have not been obtained or made as of the date hereof, then, unless the parties hereto shall otherwise mutually determine, the transfer or assignment to Assignee of such Subject Assets or the assumption by Assignee of such Assignor liabilities, as the case may be, shall be automatically deemed deferred and any such purported transfer, assignment or assumption shall not be effective until such time as all legal impediments are removed or such consents, approvals and notifications have been obtained or made. Notwithstanding the foregoing, any such Subject Assets shall continue to constitute Subject Assets for all other purposes of this Assignment.

(b) If any transfer or assignment of any Subject Asset or any assumption of any liability intended to be transferred, assigned or assumed hereunder, as the case may be, is not consummated on the date hereof



pursuant to clause (a) above, then, insofar as reasonably possible, Assignor shall thereafter hold such Subject Asset or liability for the use and benefit of Assignee (at the expense of Assignee).

4. This Assignment is made and accepted expressly subject to (a) all recorded liens, charges, encumbrances, contracts, agreements, instruments, obligations, defects, irregularities, mortgages, pledges, restrictions, security interests, options or preferential rights to purchase, adverse claims and all laws, rules, regulations, ordinances, judgments and orders of governmental authorities or tribunals having or asserting jurisdiction over the Subject Assets or the business and operations conducted thereon, in each case to the extent the same are valid, enforceable and affect the Subject Assets; and (b) and to all matters that a current survey or visual inspection would reflect.

5. This Assignment is solely for the benefit of the parties hereto, and no one else shall be considered a third party beneficiary to this Assignment. This Assignment is binding upon Assignor and Assignee and their respective successors and assigns.

[THIS SPACE INTENTIONALLY LEFT BLANK]



SIGNED AND DELIVERED this 14th day of October, 2016 but effective as of Effective Date.

**ASSIGNOR:**

PHILLIPS 66 PIPELINE LLC, a Delaware limited liability company

By: Bill A. Hallett  
Name: Bill A. Hallett  
Title: Attorney-in-Fact

**ASSIGNEE:**

PHILLIPS TEXAS PIPELINE COMPANY EAGLE 2 LLC, a Delaware limited liability company

By: Greg L. Cardwell  
Name: Greg L. Cardwell  
Title: Attorney-in-Fact

STATE OF TEXAS )  
 ) SS  
COUNTY OF HARRIS )

On the 14th day of October in the year 2016 before me, the undersigned, personally appeared Bill A. Hallett, as Attorney-in-Fact for Phillips 66 Pipeline LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the entity upon behalf of which the individual acted, executed the instrument.

GIVEN under my hand and seal of office, this 14<sup>th</sup> day of October, 2016.

Kim D. Allen  
Notary Public in and for the State of Texas

My commission expires: July 21, 2020

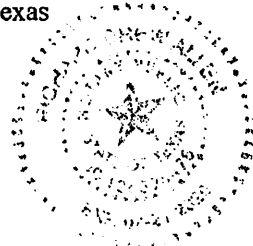
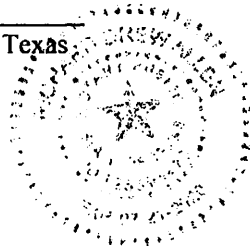
STATE OF TEXAS )  
 ) SS  
COUNTY OF HARRIS )

On the 14th day of October in the year 2016 before me, the undersigned, personally appeared Greg L. Cardwell, as Attorney-in-Fact for Phillips Texas Pipeline Company Eagle 2 LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her capacity, and that by his signature on the instrument, the individual, or the entity upon behalf of which the individual acted, executed the instrument.

GIVEN under my hand and seal of office, this 14<sup>th</sup> day of October, 2016.

Kim D. Allen  
Notary Public in and for the State of Texas

My commission expires: July 21, 2020





Sheridan

Exhibit A Full Assignment

File	Grantor	Grantee	Date	Instrument	Book	Page	STR
RW033738000	Clinton G Babione and Ivy Stella Babione	Continental Pipe Line Company	06/25/1963	479945	142	122	E2SW SEC 007 054N 083W N2NW NWNE SEC 018 054N 083W
RW033738000	William J Kirven	Continental Pipe Line Company	08/06/1963	481397	142	438	E2NE, SWNE, N2SE, SESE SEC 018 054N 083W SW SEC 017 054N 083W
RW033739000	SJ Houston Duncan and Lottie C Duncan	Continental Pipe Line Company	11/12/1963	484900	143	515	NENE SEC 019 054N 083W
RW033740000	Fred P Harper	Continental Pipe Line Company	05/21/1963	478621	141	452	NENE, NESE, SENE SEC 019 054N 083W SWNE SEC 020 054N 083W SWSE SEC 018 054N 083W
RW033741000	W Sherman Burns and Dorothy A Burns	Continental Pipe Line Company	08/06/1963	481398	142	442	NWSW, SWSW, SWNW SEC 020 054N 083W
RW033742000	Keith R Beach and Mary Elizabeth Beach	Continental Pipe Line Company	06/05/1963	479199	141	550	N2NW SEC 029 054N 083W SWSW SEC 020 054N 083W
RW033743000	Walter Lee Olson	Continental Pipe Line Company	06/25/1963	479948	142	128	N2NW SEC 029 054N 083W
RW033744000	John Gorman et ux	Continental Pipe Line Company	05/21/1963	478620	141	450	E2NW SEC 029 054N 083W