



**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 14th day of October, 2016.

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

My commission expires: July 21, 2020

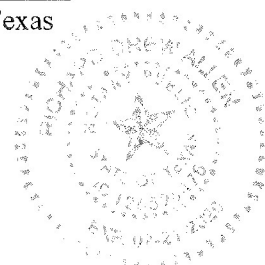
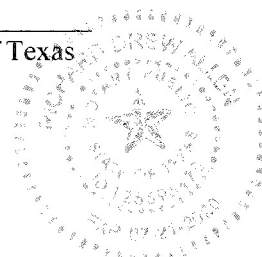
STATE OF TEXAS)
) SS
 COUNTY OF HARRIS)

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 14th 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
RW009917000	Sarah Paine Forbes	Continental Pipe Line Company	08/06/1963	481394	142	423	NW,SE,NE SEC 018 055N 084W SW SEC 007 055N 084W SWSW SEC 017 055N 084W
RW019795000	George F Harper	Conoco Pipe Line Company	12/17/1992	126674	355	265	N2NW SEC 004 053N 083W
RW023237000	Kirven Ranch Limited Liability Company	Conoco Pipe Line Company	03/26/1993	133704	357	192	SESE SEC 018 054N 083W
RW033689000	Gill Cattle Company of Arizona	Continental Pipe Line Company	08/06/1963	481385	142	380	E2SE,N2 SEC 028 058N 087W NENE SEC 020 058N 087W SEC 017 058N 087W SEC 021 058N 087W SEC 027 058N 087W SEC 034 058N 087W



Sheridan

Exhibit A Full Assignment

File	Grantor	Grantee	Date	Instrument	Book	Page	STR
RW033690000	Sheridan County Board of Commissioners	Continental Pipe Line Company	06/05/1963	Not Recorded			NENE SEC 013 057N 087W NENE SEC 020 058N 087W NENE SEC 029 055N 084W NENW SEC 034 057N 086W NE SEC 011 056N 086W NE SEC 012 054N 084W NESE SEC 034 055N 084W NW SEC 004 053N 083W SE SEC 018 054N 083W SE SEC 020 056N 085W SE SEC 034 058N 087W SW SEC 001 054N 084W



Sheridan

Exhibit A Full Assignment

File	Grantor	Grantee	Date	Instrument	Book	Page	STR
RW033691000	State of Wyoming	Continental Pipe Line Company	07/22/1965	507552	151	72	E2SW SEC 018 056N 085W N2SW,SWNW SEC 002 056N 086W NENE SEC 022 053N 083W NESE SEC 012 055N 085W NWNE,SENE SEC 020 058N 087W NWSE,NESW SEC 012 057N 087W SEC 017 058N 087W SENE,N2NE SEC 013 056N 086W SENE SEC 003 056N 086W SESW,SWSE SEC 012 056N 086W SWNW SEC 021 058N 087W
RW033693000	Glenn H Sheeley and Mary C Sheeley and	Continental Pipe Line Company	08/06/1963	481386	142	386	N2NE,NENW SEC 013 057N 087W S2S2,N2 SEC 012 057N 087W SENE,SE,W2,SWNE SEC 002 057N 087W SWSW,SESW,NWSW SEC 001 057N 087W
RW033694000	Glenn H Sheeley	Continental Pipe Line Company	10/31/1963	484584	143	463	SEC 013 057N 087W



Sheridan

Exhibit A Full Assignment

File	Grantor	Grantee	Date	Instrument	Book	Page	STR
RW033695000	George R Mock and Patty E Mock	Continental Pipe Line Company	08/05/1963	481387	142	392	W2 SE SEC 018 057N 086W
RW033696000	Geo R Mock	Continental Pipe Line Company	10/31/1963	484585	143	465	SEC 018 057N 086W
RW033697000	ODell Arney Ranch Corporation	Continental Pipe Line Company	08/06/1963	481406	142	455	SENE SEC 019 057N 086W
RW033698000	State of Wyoming Highway Commission	Continental Pipe Line Company	07/19/1963	Not Recorded			SEC 028 057N 086W
RW033700000	Alonzo E Adamson and Nina Adamson and Joe S	Continental Pipe Line Company	08/06/1963	481436	142	464	NWSW,SWSW SEC 027 057N 086W W2W2 SEC 034 057N 086W
RW033701000	Waldon R Adamson and Ethel Adamson	Continental Pipe Line Company	07/02/1963	480205	142	175	NENE,S2NE,SE,E2W2 SEC 034 057N 086W
RW033702000	Lucian H Robinson and Helen M Robinson	Continental Pipe Line Company	05/14/1963	478329	141	383	SW SEC 035 057N 086W
RW033703000	James W Gillis	Continental Pipe Line Company	07/02/1963	480206	142	178	SESW W2SE SEC 002 056N 086W



Sheridan

Exhibit A Full Assignment

File	Grantor	Grantee	Date	Instrument	Book	Page	STR
RW033704000	Roger R and Alice M Rochford	Continental Pipe Line Company	08/06/1963	481388	142	397	N2 E2SE SEC 011 056N 085W W2W2 SEC 012 056N 085W
RW033705000	Charles H Kane and Lillian M Kane	Continental Pipe Line Company	08/06/1963	481389	142	401	SE SEC 018 056N 085W SWNE, SENW, NWSE, N2NE SEC 019 056N 085W
RW033706000	PK Ranch Company	Continental Pipe Line Company	08/06/1963	481390	142	405	N2NW SEC 028 056N 085W S2NW, N2N2 SEC 029 056N 085W SEC 020 056N 085W SENE, E2SE SEC 019 056N 085W
RW033707000	Harvey N Fryberger et al	Continental Pipe Line Company	04/24/1963	477630	141	235	S2NW, SW SEC 028 056N 085W SEC 034 056N 085W
RW033708000	Ezra Wollen	Continental Pipe Line Company	04/19/1963	477434	141	207	E2 SEC 028 056N 085W
RW033709000	Ella Kusel	Continental Pipe Line Company	05/14/1963	478328	141	381	SEC 027 056N 085W
RW033710000	Donald H Roberts and Erma M Roberts	Continental Pipe Line Company	08/06/1963	481391	142	411	SEC 001 056N 085W SEC 002 056N 085W SEC 035 056N 085W



Sheridan

Exhibit A Full Assignment

File	Grantor	Grantee	Date	Instrument	Book	Page	STR
RW033711000	Carl A Rott and Dorothe E Rott	Continental Pipe Line Company	05/14/1963	478327	141	379	N2NW SEC 002 055N 085W
RW033712000	Frank W Rawlings and Nora V Rawlings	Continental Pipe Line Company	08/06/1963	481392	142	417	S2NE N2SE SEC 002 055N 085W
RW033713000	State Highway Commission	Continental Pipe Line Company	07/19/1963	Not Recorded			SEC 002 055N 085W
RW033714000	W K Poulson and Archie M Barney and Louise	Continental Pipe Line Company	08/06/1963	481393	142	420	NW SEC 012 055N 085W SESE SEC 002 055N 085W
RW033715000	Charles T Grubbs and Goldie G Grubbs	Continental Pipe Line Company	06/25/1963	479947	142	126	SW S2NW SEC 001 055N 085W NE SEC 012 055N 085W S2SE SEC 001 055N 085W
RW033716000	Lester G Fox and Vendeta M Fox	Continental Pipe Line Company	05/07/1963	478089	141	328	N2 SEC 020 055N 084W
RW033717000	Gerald D Willey and Edith H Willey et al	Continental Pipe Line Company	05/14/1963	478326	141	377	S2 SEC 020 055N 084W
RW033718000	Harry Johns and Dorothy Nell Johns	Continental Pipe Line Company	06/25/1963	479949	142	130	N2NE SEC 029 055N 084W



Sheridan

Exhibit A Full Assignment

File	Grantor	Grantee	Date	Instrument	Book	Page	STR
RW033719000	Viola M Barrett and HR Barrett	Continental Pipe Line Company	08/06/1963	481407	142	459	N2NW SEC 028 055N 084W
RW033720000	Earle R Watt and Annie Watt	Continental Pipe Line Company	04/24/1963	477628	141	233	NESW, S2NW SEC 028 055N 084W
RW033721000	Earle R Watt and Annie Watt	Continental Pipe Line Company	07/16/1963	480704	142	259	SW, S2NW SEC 028 055N 084W
RW033722000	Robert C Moller and Beatrice T Moller	Continental Pipe Line Company	04/30/1963	477828	141	286	E2SE, SWSE SEC 028 055N 084W
RW033723000	Wyoming State Highway Commission	Continental Pipe Line Company	07/19/1963	Not Recorded			SEC 028 055N 084W SEC 030 055N 084W
RW033724000	Richard S Hosford and Lorraine R Hosford	Continental Pipe Line Company	08/06/1963	481395	142	430	NENE SEC 033 055N 084W
RW033725000	Continental Pipe Line Company	Ralph H Knode Jr and Judith O Knode	02/13/1979	757234	238	68	W2NE, NWSE NW SEC 034 055N 084W
	Edgar F Rhoads and Mary Grace Rhoads and	Continental Pipe Line Company	05/14/1963	478325	141	375	
RW033726000	Continental Pipe Line Company	Ralph H Knode Jr and Judith O Knode	02/13/1979	757234	238	68	NESE SEC 034 055N 084W
	William F Dobrenz and Hattie M Dobrenz	Continental Pipe Line Company	05/14/1963	478324	141	373	



Sheridan

Exhibit A Full Assignment

File	Grantor	Grantee	Date	Instrument	Book	Page	STR
RW033727000	Earl R Hanslip and Mary Pauline Hanslip	Continental Pipe Line Company	05/07/1963	478090	141	330	NESE SESE SEC 034 055N 084W S2SW,SWSE SEC 035 055N 084W SEC 002 054N 084W
RW033728000	Gary G Rice and June E Rice and Leroy Black and	Continental Pipe Line Company	04/30/1963	477827	141	284	NW SEC 002 054N 084W
RW033729000	Charles F McCoy and Inga O McCoy	Continental Pipe Line Company	06/25/1963	479945	142	124	SWNE SEC 002 054N 084W
RW033730000	Angeline L Eixenberger	Continental Pipe Line Company	05/07/1963	478091	141	332	SENE SEC 002 054N 084W SW,SWNW SEC 001 054N 084W
RW033731000	Clarence W Temple and Olive F Temple	Continental Pipe Line Company	05/07/1963	478092	141	334	NENE,NWNE,SENE SEC 012 054N 084W SWSE SEC 001 054N 084W
RW033732000	Byron William Shackelford and Margaret	Continental Pipe Line Company	07/02/1963	480208	142	184	NENE SEC 012 054N 084W SWSE SEC 001 054N 084W
RW033733000	B W Shackelford and Margaret E Shackelford	Continental Pipe Line Company	08/21/1963	481991	142	573	NENE SEC 012 054N 084W
RW033734000	William A Springer and Lena M Springer	Continental Pipe Line Company	08/06/1963	481396	142	434	W2SW,SENE,SWNW SEC 007 054N 083W



Sheridan

Exhibit A Full Assignment

File	Grantor	Grantee	Date	Instrument	Book	Page	STR
RW033736000	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

Sheridan

Exhibit A Full Assignment

File	Grantor	Grantee	Date	Instrument	Book	Page	STP
RW033745000	Betty Watson	Continental Pipe Line Company	05/14/1963	478322	141	369	N2S2SW N2SW SENW SEC 029 054N 083W
RW033746000	William W Williams and Hazel K Williams	Continental Pipe Line Company	09/21/1963	483249	143	179	SE SEC 029 054N 083W
RW033747000	Merlin Swearngin and Virginia N Swearngin	Continental Pipe Line Company	08/06/1963	481399	142	446	NESE N2 SEC 032 054N 083W NWSW SEC 033 054N 083W S2S2SW SEC 029 054N 083W
RW033748000	Eva K Olson	Continental Pipe Line Company	06/25/1963	479950	142	132	NWNW SEC 004 053N 083W SESE SEC 032 054N 083W
RW033749000	Addie Harper	Continental Pipe Line Company	08/06/1963	481405	142	450	NWSW W2NW SEC 004 053N 083W SENE SWNE SEC 005 053N 083W SESE SWSE SEC 032 054N 083W SWSW SEC 033 054N 083W
RW033750000	Wyoming State Highway Commission	Continental Pipe Line Company	07/19/1963	Not Recorded			SEC 004 053N 083W
RW033751000	David Donald Huff and Thelma C Huff and	Continental Pipe Line Company	07/16/1963	480703	142	257	N2SE NENW SEC 004 053N 083W



Sheridan

Exhibit A Full Assignment

File	Grantor	Grantee	Date	Instrument	Book	Page	STR
RW033752000	David Donald Huff and Robert Donald Huff and	Continental Pipe Line Company	05/07/1963	478094	141	338	NESW SENW SEC 004 054N 083W
RW033753000	D Orrel Geier and Vera Mae Geier	Continental Pipe Line Company	05/23/1963	478718	141	466	SENW SEC 015 053N 083W
RW033754000	D Orrel Geier and Vera Mae Geier	Continental Pipe Line Company	05/11/1963	478259	141	363	SE SEC 015 053N 083W
RW034041000	Grace M Foster	Continental Pipe Line Company	05/07/1963	478093	141	336	W2SE SEC 007 054N 083W
RW034044000	Texaco Inc	Continental Pipe Line Company	05/15/1983	871960	275	117	NENE SEC 009 053N 083W
	Walter Brewer and Margaret C Brewer	Continental Pipe Line Company	07/02/1963	480204	142	173	SEC 010 053N 083W
							SESE SEC 004 053N 083W
RW034152000	Padlock Rach Company	Continental Pipeline Company	08/03/1964	494485	146	395	SWNE SEC 015 053N 083W
							N2NE SEC 019 057N 086W
							NENE SEC 029 057N 086W
							NW,SWNE,SE SEC 028 057N 086W
							SESE,E2SW,SWNW,W2SE SEC 020 057N 086W



Sheridan

Exhibit A Full Assignment

File	Grantor	Grantee	Date	Instrument	Book	Page	STR
RW036301000	C T Powers and Daphne G Powers	Continental Pipe Line Company	08/20/1970	578347	178	98	SWSW SEC 021 055N 084W
RW036302000	H R Barrett Nola Mae and Peter J Stephano William	Continental Pipe Line Company	08/07/1970	Not Recorded			W2NWNW SEC 028 055N 084W
RW037975000	Alice M Rochford	Continental Pipe Line Company	09/10/1979	773755	242	535	NWNE SEC 011 056N 086W
RW039303000	Pioneer Pipe Line Company	Continental Pipe Line Company	05/14/1984	901293	285	59	NE SEC 029 056N 085W
	P K Ranch Company	Pioneer Pipe Line Company	01/19/1984	891696	282	97	
RW040663000	Padlock Ranch Company	Conoco Pipe Line Company	10/20/1988	18383	322	564	SE SEC 028 057N 086W
RW049147000	City of Dayton	Conoco Pipe Line Company	09/02/1997	264882	387	663	NESE,SESE SEC 028 057N 086W
RW049148000	City of Dayton	Conoco Pipe Line Company	09/02/1997	264883	387	665	SESE,NESE SEC 028 057N 086W
RW050144000	Padlock Ranch Company	Conoco Pipe Line Company	02/13/1998	276954	390	446	NW SEC 034 057N 086W
							S2 SEC 028 057N 086W
							SW SEC 027 057N 086W



Sheridan

Exhibit A Full Assignment

File	Grantor	Grantee	Date	Instrument	Book	Page	STR
RW050145000	Padlock Ranch Company	Conoco Pipe Line Company	02/13/1998	276953	390	444	SE SEC 028 057N 086W
RW052978000	Texaco Inc	Conoco Pipe Line Company	03/31/2000	342836	413	495	SE,NW,NE SEC 010 053N 083W SWNE,SENE,NENE SEC 015 053N 083W
RW070386000	Bruce D and Laurie J Sheeley, Trustees	Phillips 66 Pipeline LLC	12/20/2013	2013-709630	544	613	N2N2 SEC 013 057N 087W
RW154512000	Sunlight Ranch Company	Phillips 66 Pipeline LLC	11/01/2012	2012-700486	537	185	NE SEC 020 058N 087W
RW154523000	Joseph Gilbert Frake et al	Phillips 66 Pipeline LLC	11/01/2012	2012-700488	537	189	SEC 002 055N 085W



2017-738073 10/13/2017 10:39 AM PAGE: 18 OF 24
BOOK: 569 PAGE: 703 FEES: \$132.00 SM ASSIGNMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

EXHIBIT B
POWER OF ATTORNEY

2
PA
T



20150031534
01/23/2015 RPT \$20.00

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that PHILLIPS 66 PIPELINE LLC a limited liability company organized and existing under and by virtue of the laws of the State of Delaware, United States of America (the "Company"), acting herein through the undersigned duly authorized officer, does hereby empower **Bill A. Hallett** as its true and lawful attorney-in-fact, to exercise the following powers for it and in its name, place and stead, from the date hereof, until canceled or terminated:

- (1) to purchase, lease or otherwise acquire; to hold, maintain, improve, operate, or otherwise use; to sell, exchange, let, sublet, convey, surrender or otherwise dispose of or turn to account: any and all kinds of real and personal property and any and all rights and interests therein (including, without limiting the generality of the foregoing, oil, gas and/or other mineral leases, options, permits, royalties and other mineral rights);
- (2) to impose, establish, acquire, surrender or release servitudes or easements;
- (3) to make application for governmental franchises or permits of every kind and nature;
- (4) to enter into any instruments relating to claims for and against the Company arising out of contract, alleged negligence or any other basis, including but not restricted to compromises, settlement agreements, releases, covenants not to sue, surety bonds, indemnity bonds and hold harmless agreements, and any and all instruments relating to applications and reports for workers' compensation, including but not limited to applications, financial statements; report of employers' qualifications, injury and accident reports;
- (5) to enter into any and all instruments relating to ad valorem tax matters and in connection therewith to file for and accept refunds and to give notices to any agencies and bodies on behalf of the Company; and
- (6) to do such things, perform such acts and to execute, acknowledge and deliver such instruments as may be necessary or convenient in connection with any of the foregoing.

The powers herein conferred shall extend to all acts and transactions in any state of the United States or in any county or parish thereof or in the District of Columbia or within the limits of the Continental Shelf appertaining to the United States of America.

The Company hereby declares that each and every thing done, act performed and instrument executed and delivered by its said attorney-in-fact, in connection with the exercise of any or all of the powers hereinabove enumerated, shall be good, valid and effectual to all intents and purposes as if the same had been done, performed, executed or delivered by the said Company in its corporate presence as the case may be; and it hereby ratifies whatsoever said attorney-in-fact shall lawfully do by virtue hereof.

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy
Attest: 8/4/2017
Stan Stanart, County Clerk
Harris County, Texas

Doris A. Ashby
Doris A. Ashby

Deputy



CON 214366/RP093822822



IN WITNESS WHEREOF, Company has caused these presents to be subscribed and its corporate seal to be affixed this 1st day of June 2013.

Attest:

PHILLIPS 66 PIPELINE LLC

By: Jennifer M. Garcia
Jennifer M. Garcia
Assistant Secretary

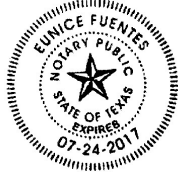
By: Cynthia R. Bond
Cynthia R. Bond
Vice President



STATE OF TEXAS §
COUNTY OF HARRIS §

Before me, the undersigned Notary Public in and for the State of Texas, County of Harris, the United States of America, on this day personally appeared Cynthia R. Bond, Vice President, Phillips 66 Pipeline LLC, known by me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of Phillips 66 Pipeline LLC for the purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal in the City of Houston, County of Harris, State of Texas, the United States of America, this 1st day of June, 2013.



Eunice Fuentes
Notary Public

After Recording return to:
Maureen Gilliard
Phillips 66 Company
3010 Briarpark
PWC-01-1360-14
Houston, TX 77042

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy
Attest: 8/4/2017
Stan Stanart, County Clerk
Harris County, Texas

Doris A. Ashby
Doris A. Ashby Deputy

CON:214366|RP093822822



HP 993-82-2824

FILED
2015 JAN 23 PM 2:37
Stan Stanart
COUNTY CLERK
HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in the Public Records on the date and at the time
designated herein by me and was duly RECORDED in the Public Records of Real Property of Harris
County, Texas.

JAN 23 2015



Stan Stanart
COUNTY CLERK
HARRIS COUNTY, TEXAS

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy
Attest: 8/4/2017
Stan Stanart, County Clerk
Harris County, Texas


Doris A. Ashby

Deputy



CON 214366|RP093822822



2
PA
2



RP-2017-28477
01/20/2017 RP1 \$20.00

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that **PHILLIPS TEXAS PIPELINE COMPANY EAGLE 2 LLC** a limited liability company organized and existing under and by virtue of the laws of the State of Delaware, United States of America (the "Company"), acting herein through the undersigned duly authorized officer, does hereby empower **Greg L. Cardwell** as its true and lawful attorney-in-fact, to exercise the following powers for it and in its name, place and stead, from the date hereof, until canceled or terminated:

for

me

- (1) to purchase, lease or otherwise acquire; to hold, maintain, improve, operate, or otherwise use; to sell, exchange, let, sublet, convey, surrender or otherwise dispose of or turn to account: any and all kinds of real and personal property and any and all rights and interests therein (including, without limiting the generality of the foregoing, oil, gas and/or other mineral leases, options, permits, royalties and other mineral rights);
- (2) to impose, establish, acquire, surrender or release servitudes or easements;
- (3) to make application for governmental franchises or permits of every kind and nature;
- (4) to enter into any instruments relating to claims for and against the Company arising out of contract, alleged negligence or any other basis, including but not restricted to compromises, settlement agreements, releases, covenants not to sue, surety bonds, indemnity bonds and hold harmless agreements, and any and all instruments relating to applications and reports for workers' compensation, including but not limited to applications, financial statements; report of employers' qualifications, injury and accident reports;
- (5) to enter into any and all instruments relating to ad valorem tax matters and in connection therewith to file for and accept refunds and to give notices to any agencies and bodies on behalf of the Company; and
- (6) to do such things, perform such acts and to execute, acknowledge and deliver such instruments as may be necessary or convenient in connection with any of the foregoing.

The powers herein conferred shall extend to all acts and transactions in any state of the United States or in any county or parish thereof or in the District of Columbia or within the limits of the Continental Shelf appertaining to the United States of America.

The Company hereby declares that each and every thing done, act performed and instrument executed and delivered by its said attorney-in-fact, in connection with the exercise of any or all of the powers hereinabove enumerated, shall be good, valid and effectual to all intents and purposes as if the same had been done, performed, executed or delivered by the said Company in its corporate presence as the case may be; and it hereby ratifies whatsoever said attorney-in-fact shall lawfully do by virtue hereof.

IN WITNESS WHEREOF, Company has caused these presents to be subscribed this 29th day of August 2016.

Attest:

PHILLIPS TEXAS PIPELINE COMPANY
EAGLE 2 LLC

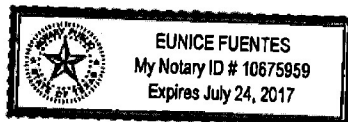
By: Karen R. Serwan
Karen R. Serwan
Assistant Secretary

By: C. Todd Denton
C. Todd Denton
President

STATE OF TEXAS §
COUNTY OF HARRIS §

Before me, the undersigned Notary Public in and for the State of Texas, County of Harris, the United States of America, on this day personally appeared C. Todd Denton, President, Phillips Texas Pipeline Company Eagle 2 LLC, known by me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of Phillips Texas Pipeline Company Eagle 2 LLC for the purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal in the City of Houston, County of Harris, State of Texas, the United States of America, this 29th day of August 2016.



Eunice Fuentes
Notary Public

AFTER RECORDING PLEASE RETURN TO:

PHILLIPS 66 COMPANY
ANNA BERGERON, S230-03
1075 W. SAM HOUSTON PKWY N., SUITE 200
HOUSTON, TX 77043

FILED FOR RECORD

2:54:01 PM

Friday, January 20, 2017

Stan Stewart

COUNTY CLERK, HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE RENTAL, OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time
stamped hereon by me; and was duly RECORDED; in the Official Public Records of Real Property of Harris
County Texas

Friday, January 20, 2017



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

NO. 2017-738073 ASSIGNMENT

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
PHILLIPS 66 COMPANY 1075 W SAM HOUSTON PKWY N STE
HOUSTON TX 77043