



**RIGHT-OF-WAY CONTRACT
 (For Cathodic Unit)**

STATE OF WYOMING
 COUNTY OF SHERIDAN

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KNOW ALL MEN BY THESE PRESENTS:

FOR AND IN CONSIDERATION OF Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, JOSEPH GILBERT FRAKE & JANINE FRAKE, husband and wife & STEVEN D. FOWLE & CAROLYN F. FOWLE, husband and wife, hereinafter referred to as "Grantor" whether one or more, does hereby grant unto Phillips 66 Pipeline LLC, and all subsidiary and affiliated companies, their successors and assigns, hereinafter referred to as "Grantee", a right-of-way from time to time to survey, construct, lay, maintain, inspect, erect, alter, operate, protect, repair, replace, relay, mark and remove a cathodic protection unit consisting of generators, rectifiers, cables, conduits, pipelines, ground beds and/or deepwells, electric lines and poles, towers, and other equipment and apparatus (herein being collectively, referred to as the "Equipment"). Any such Equipment shall be underground, or if above ground shall not exceed a height of five feet (5') from natural grade, and shall be for the use in servicing and operating any pipeline which may cross or pass over, through, upon, under or across the following described land situated in Sheridan County, State of Wyoming, to wit:

A tract of land situated in Lots 1 and 2 of Section 2, Township 55 North, Range 85 West, 6th Principal Meridian, Sheridan County, Wyoming; said Tract being more particularly described as follows:

BEGINNING at the north quarter corner of said Section 2 (monumented with a 3-1/4" aluminum cap per PLS 2615); thence N89°39'04"E, 995.79 feet to a 2" aluminum cap per PLS 2615 lying on the southerly right of way line of a sixty foot wide roadway; thence, along said right of way line through a curve to the left, a radius of 125.49 feet, a delta of 86°21'35", an arc length of 189.15 feet, a chord bearing of N86°11'45"E and a chord length of 171.74 feet to a 2" aluminum cap per PLS 2165; thence S43°00'35"E, 324.02 feet to a 2" aluminum cap per PLS 2615; thence S04°53'07"E, 1,045.02 feet to a 1-1/2" aluminum cap per PE&LS 3864 lying on the north line of Pierce Subdivision; thence S89°36'32"W, 1,205.00 feet along said north line to a 1- 1/2" aluminum cap per PE&LS 3864; thence S89°27'00"W, 255.21 feet, along said north line to a 1-1/2" aluminum cap per PE&LS 3864; thence N00°45'55"W, 1,271.50 feet to the **POINT OF BEGINNING**.

, as shown on the map attached hereto and incorporated herein as **Exhibit A**.

Grantor further grants and conveys unto Grantee the right of ingress and egress on, over, across and through the above-described lands including lands owned, leased or claimed by Grantor which are adjacent or contiguous thereto, including the right to use existing roads on the above described lands, for all purposes necessary or incidental to the exercise of the rights herein granted,. Grantor shall not impound water or build, construct, create or install, nor permit others to impound water or build, construct, create or install, any buildings, structures, trees, fences that run parallel to the right-of-way, or any obstructions on the herein granted right-of-way which will interfere with Grantee's rights herein. Grantor will not lower the grade of the surface within the right-of-way without the express written consent of Grantee; provided, however, notwithstanding anything to the contrary set forth herein, Grantor may, in their discretion and after written notice to Grantee, develop only that portion of the right-of-way depicted by hatchmarks in Exhibit A, including construction of roads, streets, utilities and other improvements should Grantor's adjacent property be developed, across such portion of the right-of-way.



Grantor agrees that any payment made hereunder by Grantee for the right-of-way includes full payment for all construction damages, except damages to growing crops. Grantee agrees to pay a reasonable sum for any actual damage which may be done by Grantee to Grantor's growing crops, if any, located outside of the boundaries of the right-of-way, and to fences of Grantor caused by Grantee's maintenance operations; provided, however, that Grantee shall not be liable to Grantor for any damages caused on the right-of-way by keeping that portion of the right-of-way that is not shown by hatchmarks on Exhibit A clear of trees, undergrowth, brush or obstructions, or that portion of the right-of-way shown by hatchmarks in Exhibit A clear of unauthorized obstructions in the exercise of the rights herein granted. Any payment due under this Right-of-Way Contract may be made directly to any Grantor if there be more than one.

Grantee shall restore the contour and surface vegetation of the right-of-way, as near as reasonably practical to do so, upon completion of all construction, maintenance, replacement or removal operations.

Grantor shall have the right to fully use and enjoy said premises to the extent such use and enjoyment does not unreasonably interfere with the rights herein before granted and subject to the restrictions set forth herein.

When said right-of-way is no longer useful, necessary or convenient to Grantee Grantee shall execute and record a release of this Right-of-Way Contract. Upon termination of this Right-of-Way Contract, Grantee shall have no obligation to remove any of the underground Equipment, but shall have the option, at Grantee's sole discretion, to do so with respect to all or any of the Equipment, and Grantee shall remove the above-ground Equipment from the above described premises and restore the surface, as near as reasonably practical, to its condition prior to the Equipment being placed on said premises. Any Equipment remaining on the premises after the expiration of 180 days following the filing of such release shall become the property of Grantor.

The provisions of this Right-of-Way Contract are to be considered a covenant that runs with the land herein described, and the terms, conditions, and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto. The right-of-way and rights herein granted may be transferred, leased or assigned, from time to time, in whole or in part, and the rights herein granted, or any one of them, may be exercised by any or all of the Grantees, their successors and/or assigns, either jointly or separately.

This Right-of-Way Contract may be signed in counterparts with the same effect as if each executing party signed one instrument.

EXECUTED on the dates set forth in the acknowledgments, but effective for all purposes as of the 15th day of July, 2011 (the "Effective Date").

GRANTOR
JOSEPH GILBERT FRAKE

GRANTOR
JANINE FRAKE

*Please see Attached
Acknowledgment*



2012-700488 11/1/2012 11:44 AM PAGE: **3** OF **6**
BOOK: 537 PAGE: 191 FEES: \$23.00 KA RIGHT OF WAY EASEM
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

GRANTOR
STEVEN D. FOWLE

GRANTOR
CAROLYN F. FOWLE



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Ventura

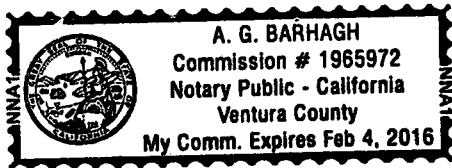
On Oct 17th 2012 before me, A. G. Barhagh, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Joseph Gilbert Frake and
Name(s) of Signer(s)
Janine Frake

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.



A-G. Barhagh

Signature A. G. Barhagh
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Right-of-way-Contract (for Catholic unit)

Document Date: OCT 17th 2012 Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☒ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here



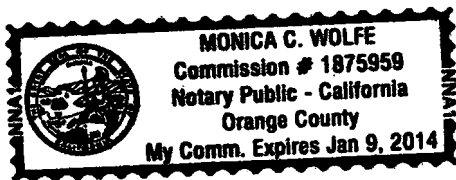
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange }

On Oct 15, 2012 before me, Monica C. Wolfe Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Steven D Fowle and Carolyn F. Fowle
Name(s) of Signer(s)



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.

Signature Monica C. Wolfe
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Right-of-way Contract

Document Date: July 15, 2011 Number of Pages: 2

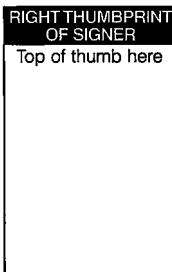
Signer(s) Other Than Named Above: Joseph Gilbert Franke and Jamine Franke

Capacity(ies) Claimed by Signer(s)

Signer's Name: Steven D. Fowle

- ☒ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

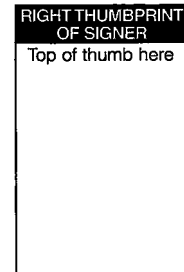
Signer Is Representing: _____



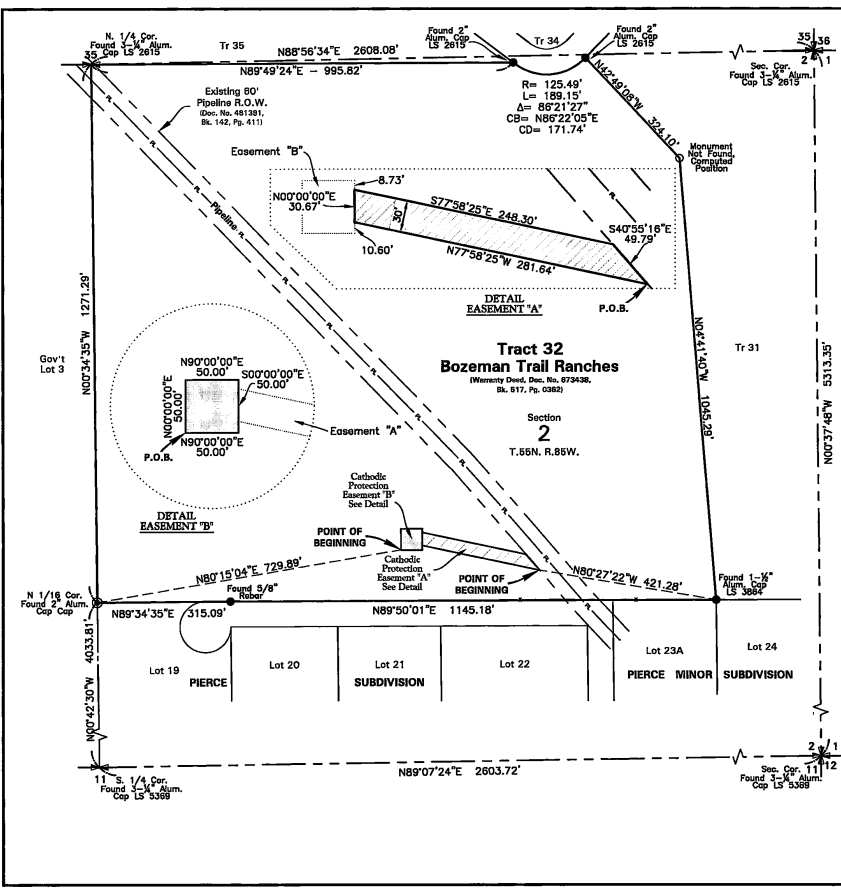
Signer's Name: Carolyn F. Fowle

- ☒ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____



2012-700488 11/1/2012 11:44 AM PAGE: 6 OF 6
BOOK: 537 PAGE: 194 FEES: \$23.00 KA RIGHT OF WAY EASEM
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
NO. 2012-700488 RIGHT OF WAY EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
JANNA OPH PHILLIPS 66
2626 ILLIAN AVE BILLINGS MT 59101



Legal Descriptions:

Catholic Protection Site Easement "A"; being a parcel of land for the access, construction and maintenance of said protection site over, across and through the described property located in Tract 32 Bozeman Trail Ranches per warranty deed, document number 873438 as recorded in Sheridan County records, situated in Government Lots 1 & 2 of section 2, T.55N., R.85W Sixth Principal Meridian, Sheridan County, Wyoming and being more particularly described as follows:
Commencing from the Southwest Corner of Said Tract 32, thence N.80°27'22"W., a distance of 421.28' to **POINT OF BEGINNING** which is located on the westerly line of an existing Phillips 66 pipeline right-of-way per right of way agreement, document number 481391, as recorded in Sheridan County records, thence N.77°58'25"W., a distance of 281.64 feet; thence N.00°00'00"E., a distance of 30.67 feet; thence S.77°58'25"E., a distance of 248.30 feet; thence S.40°55'16"E., a distance of 49.79 feet to the **POINT OF BEGINNING**.
Containing 7,849.17 square feet or 0.182 acres, more or less.
Said Catholic Protection Site Easement "A" being graphically shown on this page.

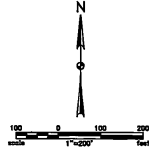
Catholic Protection Site Easement "B"; being a parcel of land for the access, construction and maintenance of said protection site over, across and through the described property located in Tract 32 Bozeman Trail Ranches, per warranty deed, document number 873438 as recorded in Sheridan County records, situated in Government Lots 1 & 2 of section 2, T.55N., R.85W Sixth Principal Meridian, Sheridan County, Wyoming and being more particularly described as follows:
Commencing from the Southwest Corner of Said Tract 32, thence N.80°15'04"E., a distance of 729.89' feet to the **POINT OF BEGINNING**; thence N.00°00'00"E., a distance of 50.00 feet; thence N.90°00'00"E., a distance of 50.00 feet; thence S.00°00'00"E., a distance of 50.00 feet; thence N.90°00'00"E., 50.00 feet to the **POINT OF BEGINNING**.
Containing 2,500 square feet or 0.057 acres, more or less.
Said Catholic Protection Site Easement "B" being graphically shown on this page.



I, Kevin M. Anderson, Professional Land Surveyor, WY, No. 12173 LS, do hereby certify that the easement survey shown hereon was made by me, or under my direction, from notes made in the field, and the same is true and correct to the best of my knowledge and belief.

Kevin M. Anderson, Professional Land Surveyor WY No. 12173

Date _____



Basis Of Bearing:
True meridian determined at KL&J control point CP1 located near the SW corner of Gov't Lot 2, Section 2, T.55N., R.85W.
Lot: 44°46'24.45235" N.
Lon: 107°03'49.78755" W.
NAD-83 (2011)

Confidentiality Notice: The information contained on this plat is legally privileged and confidential information intended only for the use of recipients. If you are not the intended recipient, you are hereby notified that any use, dissemination, distribution or copying of this information is strictly prohibited.

Sheet 1 of 1		Sheet No.	1
Catholic Protection Right-of-Way		Phillips 66 Pipeline LLC	
Kadmas		Tract 32 Bozeman Trail Ranch, Sec. 2	
Lee & Jackson		T.55N., R.85W., 6th P.M., Sheridan County, WY	
Engine Surveyed		Drawn By	DAVE
Checked By		Reviewed By	W. Schuck
Cadastral/Professional/Title/Insurance/Other/Other		DTG/123	08/14/12