

PARTIAL ASSIGNMENT OF RIGHT OF WAY AGREEMENT

This partial assignment, made this 4th day of November, 1977, by Champlin Petroleum Company, a Delaware corporation, hereinafter called Champlin, to Amoco Pipeline Company, a Maine corporation, hereinafter called Amoco.

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WITNESSETH THAT:

WHEREAS, Champlin has acquired a certain right of way from Flying Diamond Oil Corporation, a Utah corporation, for the installation of pipelines over and across the following described land situated in Summit County, Utah:

A strip of land 20 feet in width, being 10 feet on each side of the center line as shown highlighted in red on the plat marked Exhibit A, attached hereto and made a part hereof dated April 25, 1977, insofar as said plat relates to the southeast quarter of Section 4, Township 2 North, Range 7 East, Salt Lake Base and Meridian. The said Right of Way Agreement being recorded in Book M99 at Pages 695-698,
September 12, 1977,
for Summit County, Utah.

Entry No. 143568	Book 107
RECORDED 1.9.78 at 11:50 M Page 395.79	
REQUEST of <i>Champlin Petroleum Co.</i>	
WANDA Y. SPRIGGS, SUMMIT CO. RECORDER	
BY <i>Wanda Y. Spriggs</i>	
\$ 8.00	
INDEXED	

WHEREAS, the said agreement provides that it may be assigned in whole or in part, and whereas the construction schedule of both Champlin and Amoco was such that Champlin provided space for Amoco to install one oil pipeline in the trench provided by Champlin for its own lines.

NOW THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10) and other good and valuable considerations, receipt of which is

hereby acknowledged, Champlin does hereby grant, bargain, assign, set over, and convey without warranty of title to Amoco so much of its rights in the above-referred to right of way agreement with Flying Diamond Oil Corporation as is necessary and proper for Amoco to enjoy the use of the right of way agreement for its one oil pipeline previously referred to.

It is agreed between the parties, that Amoco shall assume all rights, liabilities, and obligations as are appropriate to the enjoyment of the rights conveyed to it hereby, and further agrees to be bound by all of the terms and conditions of the right of way agreement granted to Champlin by Flying Diamond Oil Corporation.

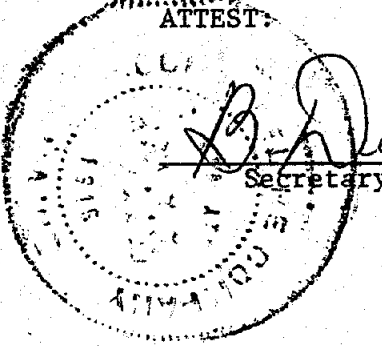
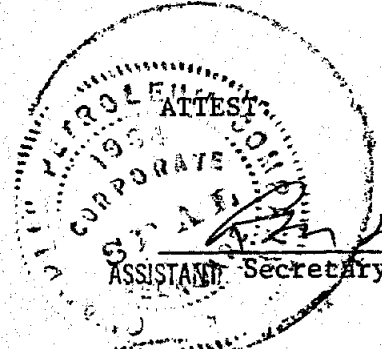
Amoco Pipeline Company shall hold Champlin Petroleum Company harmless from, and indemnify it against any and all claims, cost, expense, and liability arising out of or resulting from the construction, operation, maintenance, or use of the crude oil pipeline to be installed by Amoco on said right of way.

~~Each party shall assume all liability for its own damages, negligence, or other liabilities to Flying Diamond, under the terms of the grant, but if any liability shall be the responsibility of both, or if responsibility cannot be determined, then in such case Amoco and Champlin shall share the cost(s) equally.~~

*WDC
D.K. Jr.*

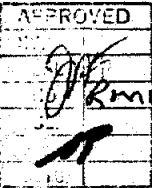
The location of Amoco's pipe within the right of way granted to Champlin is shown on the attached Exhibit B, which is hereby made a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officers effective as of the 17th day of November, 1977.



CHAMPLIN PETROLEUM CORPORATION

By *D. Churchill*
VICE PRESIDENT



AMOCO PIPELINE COMPANY

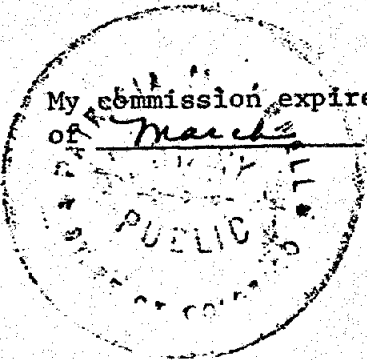
By *D. Lewis*

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STATE OF Colorado)
COUNTY OF Denver)

On the 4 day of November, 1977, personally appeared before me D.O. Churchill, who, being by me duly affirmed, did say that he is the Vice President of Champlin Petroleum Company, that said instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said D.O. Churchill acknowledged to me that said corporation executed the same.

Patricia M. Kerec
Notary Public

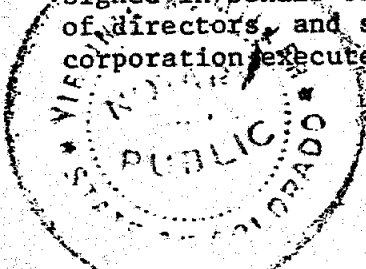


My commission expires on 1 day of March, 1981.

STATE OF COLORADO)
COUNTY OF DENVER)

On the 17th day of November, 1977, personally appears before me J. H. Keyes, Jr., who, being by me duly affirmed, did say that he is the Division Manager of Amoco Pipeline Company, that said instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said J. H. Keyes, Jr. acknowledged to me that said corporation executed the same.

Virginia M. Miller
Notary Public



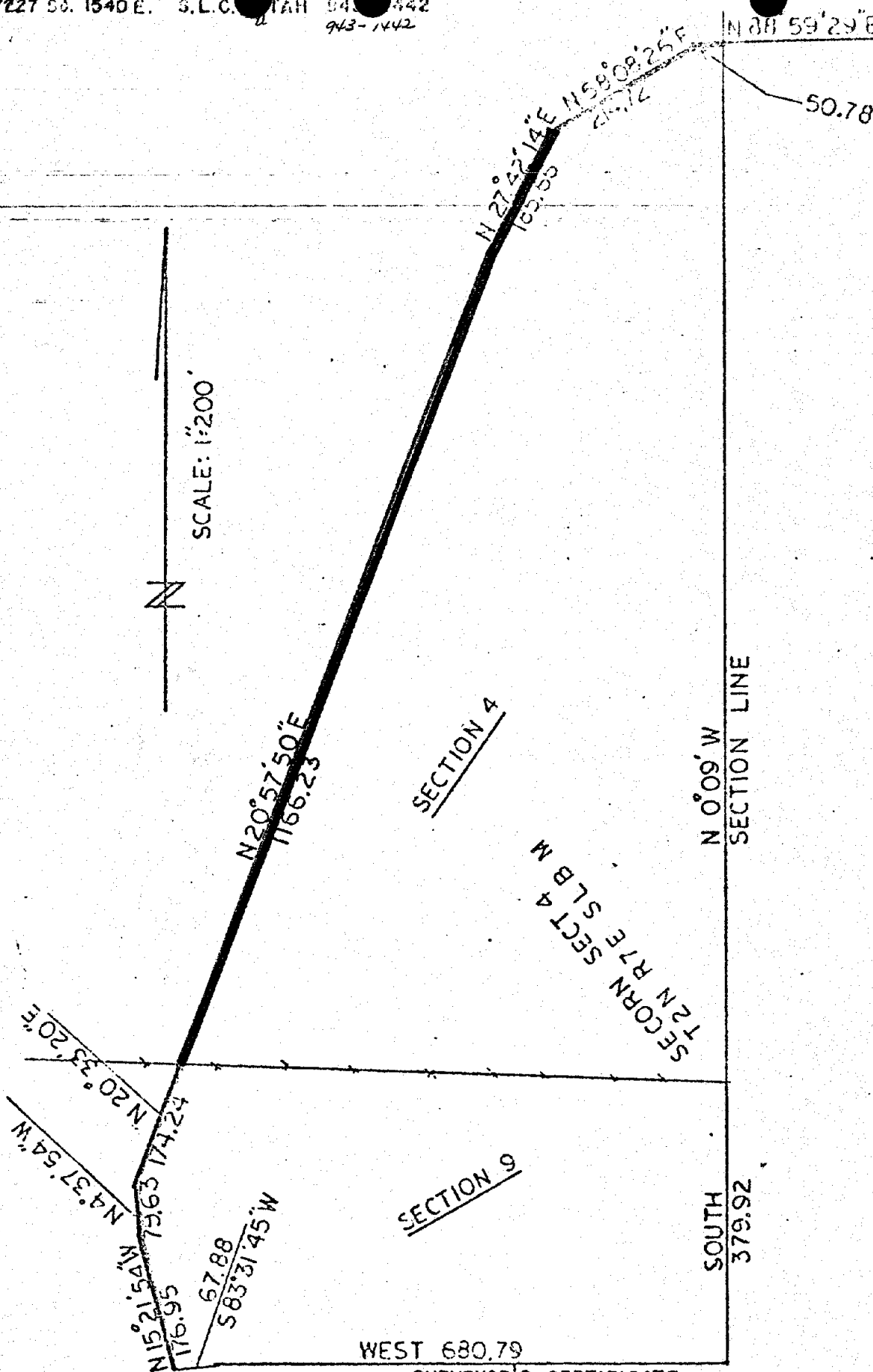
My commission expires on 14th day of February, 1980.

WHEN RECORDED RETURN TO:
GEORGE A. ABBEY
AMOCO PIPELINE COMPANY
300 SECURITY LIFE BLDG.
DENVER, CO. 80202

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FRANCE LAND SURVEYING

7227 S. 1340 E. S.L.C. T14N R7E SLB M 943-1442



SCALE: 1"=200'



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WEST 680.79

SURVEYOR'S CERTIFICATE

I, WALLACE C. FRANCE, do hereby certify that I am a Registered Land Surveyor, and that I hold Certificate No., 4095 as prescribed by the Laws of the State of Utah and I have made a survey of the following described property:

Right of Way Description

BEGINNING at a point located 379.92 feet South and 680.79 feet West from the Southeast corner of Section 4, Township 2 North, Range 7 East, Salt Lake Base and Meridian and running thence: S 83°31'45" W 67.88 feet, thence N 15°21'54" W 176.95 feet, thence N 4°37'54" W 79.63 feet, thence N 20°33'20" E 174.24 feet, more or less to the Section line, thence N 20°57'50" E 1166.23 feet, thence N 27°42'14" E 185.66 feet, thence N 58°08'26" E 214.72 feet, thence N 88°58'29" E 50.78 feet.

I further certify that the above plat correctly shows the true dimensions of the property surveyed and is free of encroachments unless shown on this plat.

4-25-77
DATE

Wallace C. France
Registered Land Surveyors — Certificate No. 4095

