

Ent 163160 Bk 0399 Pg 0367
Date: 3/31/2023 1:18 PM
Fee: \$40.00 ACH
File By: SM
BRENDA NELSON, Recorder
MORGAN COUNTY
For: The Process Server
Recorded electronically by Ingeo Systems, Inc.

After Recording Return To:
SLC Pipeline, LLC
Attention: Diane Pinkert
2828 North Harwood, Suite 1300
Dallas, Texas 75201

ASSIGNMENT OF RIGHTS OF WAY AND EASEMENTS
(Morgan County, Utah)

THIS ASSIGNMENT OF RIGHTS OF WAY AND EASEMENTS (this "*Assignment*") is dated October 31, 2017 ("*Effective Date*"), by and between Plains Pipeline, L.P., a Texas limited partnership ("*Assignor*"), and SLC Pipeline LLC, a Delaware limited liability company ("*Assignee*"). Each of Assignor and Assignee are a "*Party*" and collectively, the "*Parties*".

WHEREAS, Rocky Mountain Pipeline System LLC, an affiliate of Assignor ("*Seller*") and HEP SLC LLC ("*Buyer*") are parties to that certain Membership Interest Purchase Agreement dated August 7, 2017, as amended (the "*MIPA*"), pursuant to which Seller agreed to sell and Buyer (a 25% owner) agreed to purchase Seller's 75% limited liability company interest in Assignee; and

WHEREAS, in accordance with Sections 8(a)(i)(3) and 8(c)(vi)(1) of the MIPA, Seller desires to assign and convey to Assignee those certain rights of way and easements more particularly described on Exhibit A attached hereto and made a part hereof for all purposes (the "*Pipeline Easement*").

NOW, THEREFORE, for and in consideration of the payment by Assignee to Assignor of the sum of One Hundred Dollars (\$100.00), and other good and valuable consideration, including the mutual promises and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. Assignor has GRANTED, TRANSFERRED AND ASSIGNED, and by these presents does GRANT, TRANSFER AND ASSIGN, unto Assignee and its successors and assigns the Pipeline Easement and all other servitudes, grants, prescriptive rights and all other forms of legal and equitable rights to use the Pipeline Easement, of every kind and character, to have and to hold the same forever, together with all and singular the rights and appurtenances thereto in anywise belonging unto Assignee, its successors and assigns forever.

2. Assignee hereby accepts the terms of this Assignment and agrees to assume all of the terms, covenants and conditions of, and to pay, perform, comply with and discharge all of the Assignor's obligations in connection with the Pipeline Easement accruing, or arising from events occurring, from and after the Effective Date.

3. Subject to terms and conditions set forth herein, Assignor represents and warrants to Assignee that (i) it has not sold, transferred, conveyed, leased, encumbered or assigned any portion of the Pipeline Easements; and (ii) as of the Effective Date, each of the Pipeline Easements is free from any monetary encumbrances. Other than the representations set forth in this Section 3, it is the intention of Assignor and Assignee to expressly revoke, release, negate and exclude all representations and warranties of every type and description, express or implied whether arising by contract, statute or the common law.

4. ASSIGNOR HEREBY GRANTS, TRANSFERS AND ASSIGNS TO ASSIGNEE THE PIPELINE EASEMENT, ALL IN ITS PRESENT CONDITION AND STATE OF REPAIR, WITH ALL FAULTS, LIMITATIONS AND DEFECTS (HIDDEN AND APPARENT) AND, EXCEPT AS EXPRESSLY PROVIDED HEREIN, WITHOUT ANY GUARANTEES OR WARRANTIES (EXPRESS OR IMPLIED), AS TO THEIR TITLE, QUALITY, MERCHANTABILITY OR THEIR FITNESS FOR ASSIGNEE'S INTENDED USE OR A PARTICULAR PURPOSE OR ANY USE OR PURPOSE WHATSOEVER. ASSIGNEE HEREBY ACCEPTS THE PIPELINE EASEMENT "AS-IS", "WHERE-IS" IN ITS PRESENT CONDITION AND STATE OF REPAIR, WITH ALL FAULTS, LIMITATIONS AND DEFECTS (HIDDEN AND APPARENT) AND WITHOUT ANY GUARANTEES OR WARRANTIES (EXPRESS OR IMPLIED), AS TO ITS TITLE, QUALITY, MERCHANTABILITY OR ITS FITNESS FOR ASSIGNEE'S INTENDED USE OR A PARTICULAR PURPOSE OR ANY USE OR PURPOSE WHATSOEVER. EXCEPT AS EXPRESSLY SET FORTH HEREIN, ALL REPRESENTATIONS AND WARRANTIES ARE EXCLUDED.

5. If there are prohibitions against, or conditions to, the assignment of any Pipeline Easement, without the prior written consent of third parties either as a result of the provisions thereof or the requirements of applicable law, and such written consents have not been obtained on or prior to the date hereof, then, (i) any provision contained in this Assignment or any agreement executed in connection therewith to the contrary notwithstanding, the transfer of title to, or interest in, such Pipeline Easement pursuant to this Assignment shall not become effective unless and until such consent requirement is satisfied, waived or no longer applies, and (ii) until such consent requirement is satisfied, waived or no longer applies, Assignor shall (without infringing on the legal rights of any third party, breaching any such Pipeline Easement or violating any law) provide Assignee with the equivalent benefits of the Pipeline Easement, by subcontract, sublease or otherwise, on the condition that Assignee shall cooperate and assist in such efforts and shall bear all economic burdens and other obligations and liabilities of Assignor regarding such period under such Pipeline Easement, notwithstanding the fact that the same has not been transferred to Assignee. When and if such consent requirement is so satisfied, waived or no longer applies, to the extent permitted by applicable law, the assignment of such Pipeline Easement shall become effective automatically as of the date hereof, without further action on the part of Assignor or Assignee and without payment of further consideration.

6. From time to time, as and when reasonably requested by Assignor or Assignee, the Parties shall execute and deliver such documents and instruments, and shall take such further

actions (including corrective actions) as may be reasonably necessary to carry out the purposes of this Assignment.

7. None of the provisions herein are intended by the Parties, nor will they be deemed, to confer any benefit on any person not a Party to this Assignment.

8. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, and any of the obligations of Buyer or Seller set forth in the MIPA nor shall this agreement expand or enlarge any remedies under the MIPA. To the extent the terms and provisions of this Assignment are in conflict, or inconsistent, with the terms and provisions of the MIPA, the terms and provisions of the MIPA shall control.

9. The laws of the State of Texas shall govern the interpretation and performance of this Assignment, without regard to conflict of law principles.

10. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

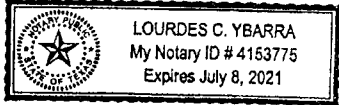
ASSIGNOR:

PLAINS ALL AMERICAN PIPELINE, L.P.
By: PAA GP LLC, its general partner
By: Plains AAP, L.P., its sole member
By: Plains All American GP-LLC, its general partner

By: _____
Name: George N. Polydoros, Jr. *GNP*
Title: Vice President *LVB*

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 31st day of October 2017, by George N. Polydoros, Jr., Vice President of PAA GP LLC, a Delaware limited liability company, as general partner of Plains All American Pipeline, L.P.

 *Lourdes C. Ybarra*
Notary Public in and for the State of Texas

(Signature Page to Assignment of Right of Way and Easement (PAA to SLC) - (Morgan County, Utah)

ASSIGNEE:

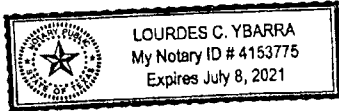
SLC PIPELINE LLC

By: _____
Name: George N. Polydoros, Jr.
Title: Attorney in Fact

DR
KKS

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 31st day of October 2017, by George N. Polydoros, Jr., Attorney in Fact of SLC Pipeline LLC, a Delaware limited liability company, on behalf of said limited liability company.



Lourdes C. Ybarra
Notary Public in and for the State of Texas
My commission expires: 8 July 2021

EXHIBIT A
Pipeline Easement

Item No.	File No.	Grantor	Grantee	Instrument	Doc. Date	Doc. No.	Book	Page	Parcel No.	Legal
1	9025-0103	Gailey Ranch LLC and Sinclair Realestate Company	Plains Pipeline LP	ROW	2/15/2017				00-0002-6185	BEG AT THE SE COR OF SEC 26 T5N R1E SLB&M TH W 80 RDS TH N 30 RDS M. OR L TO THE WEBER RIVER TH UP SD RIVER S 7500 E 20.86 CH

(Morgan County, Utah)