

Ent 164287 Bk 0403 Pg 0510
Date: 9/21/2023 3:59 PM
Fee: \$40.00 ACH
File By: JP
BRENDA NELSON, Recorder
MORGAN COUNTY
For: The Process Server
Recorded electronically by Ingeo Systems, Inc.

After Recording Return To:

NWNAL 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 NWNAL LLC, a Delaware limited liability company ("*Assignee*"). Each of Assignor and Assignee are a "*Party*" and collectively, the "*Parties*".

WHEREAS, Rocky Mountain Pipeline 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*"); and

WHEREAS, in accordance with Sections 8(a)(i)(2) and 8(c)(vi)(1) of the *MIPA*, Assignor 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 Easements*").

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 Easements and all other servitudes, grants, prescriptive rights and all other forms of legal and equitable rights to use the Pipeline Easements, 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 Easements 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 EASEMENTS, ALL IN THEIR 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 EASEMENTS "AS-IS", "WHERE-IS" IN THEIR 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 THEIR TITLE, QUALITY, MERCHANTABILITY OR THEIR 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 Easements, 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 Easements 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 Easements or violating any law) provide Assignee with the equivalent benefits of the Pipeline Easements, 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 Easements, 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 Easements 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 PIPELINE, L.P.

By: Plains GP LLC, its general partner

By: _____

Name: George N. Polydoros, Jr. *G.N. Polydoros*
Title: Vice President *Vice President*

STATE OF TEXAS

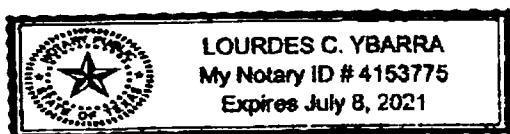
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COUNTY OF HARRIS

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



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

ASSIGNEE:

NWNAL LLC

By: _____

Name: George N. Polydoros, Jr. *UDR*
Title: Vice President *HNB*

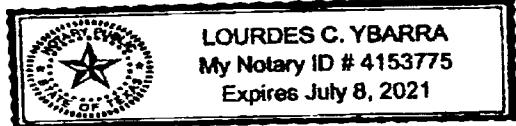
STATE OF TEXAS

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COUNTY OF HARRIS

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This instrument was acknowledged before me on this 31st day of October 2017,
by George N. Polydoros, Jr., Vice President of NWNAL 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	9005-0266	Plains Pipeline LP	Potter Ranches	PRL	5/31/2011	123579	292	551	00-0001-8356	IN SECS 22,23,26,27- T4N-R2E. See Item No. 1
2	9005-0252	Plains Pipeline LP	Morgan County	ENCROACH	3/12/2014				00-0005-2363	SW/4 NW/4 SEC 31-T4N-R3E. See Item No. 2
3	9005-0263	Plains Pipeline LP	NA Morgan Development LLC	ENCROACH	4/8/2013				00-0073-7652 00-0073-7653 00-0073-7654 00-0073-7655 00-0073-7656	SE/4 NE/4 SEC 26-T4N-R2E. See Item No. 3
4	9005-0000	Morgan County Fire Department; Morgan County	Plains Pipeline LP	AGRMT	4/9/2015				00-0001-9024	NW/4 SEC 23-T4N-R2E. See Item No. 4
5	07-0138	Plains Pipeline LP	Questar Pipeline Company	ENCROACH	7/7/2015				00-0002-6284 00-0080-6129	SEC 26-T5N-R1E. See Item No. 5

Exhibit A
Item No.

1. 00-0001-8356

IN SECS 22,23,26,27-T4N-R2E. BEG AT A PT S 614 FT & W 1637 .2 FT FRM THE NE COR OF THE SE 1/4SE1/4 OF SEC22, T4N, R2E, SLB&M. SD PT OF BEG BEING ALSO ON THE W' LY R. OF W LN OF THE U.P.R.R. & RUN THE S 52*58' W 349 .6 FT; THE S 49*50' W 690.2 FT; THE S 0*38' W 1324 FT; THE S 89*13' W 515 FT; THE S 56*17' E 1920 FT; TH N 1*10' E 567 FT; TH N 62*55'30" E 1831 FT TO THE W'LY R. OF W OF THE U.P.R.R; TH N 49*02' W 2520 FT ALG THE W'LY R. OF W TO THE POB. CONT 107.62 AC.

2. 00-0005-2363

A TRACT OF LAND SIT IN THE NW 1/4 & THE NE 1/4 OF SEC 31 T4N R3E SLB&M DESC AS FOLS: COM AT THE NW COR OF SD SEC 31; TH S 00 * 25'20" E 2460.577 FT ALG THE SEC LN; THE E 869.502 FT TO A PT ON THE NE'LY LN OF FAIRGROUNDS ROAD THE T.POBO; TH N 53 * 13'19" W 907.965 FT ALG SD NE'LY LN OF FAIRGROUNDS ROAD; (THE FOL 3 COURS ADJOIN THE QUESTAR PARCEL) TH N 36 * 46'41" E 25.000 FT; TH N 53 * 13'19" W 40.000 FT; TH S 56 * 34'41" W 26.571 FT TO A PT ON SD NE'LY LN OF FAIRGROUNDS ROAD: TH N 53 * 13'19" W 49.261 FT TO A PT ON THE S'LY R. OF W OF THE U.P.R.R; TH 1103.537 FT NE'LY ALG A CUR TO THE L HV A RAD OF 2022. 184 FT A DELTA ANG OF 31 * 16'02" & A L.C. BEAR N 68 * 37'30" E 1089.896 FT; TH N 52 * 59'29" E 841.656 FT ALG SD S'LY LN OF U.R.R.R; TH 523.147

3. 00-0073-7652

ALL OF LOT 25-R MAHOGANY RIDGE SUBDIVISION PHASE THREE, MORGAN CITY, MORGAN COUNTY, UTAH ACCORDING TO THE OFFICIAL PLAT THEREOF, AS RECORDED DEC. 1, 2006, AS ENTRY #105484, IN BK. 239 PG 237, IN THE OFFICE OF THE MORGAN COUNTY RECORDER. CONT 12,296 SQ FT=0.282/0.28 AC, M. OR L. SUBJ TO THOSE RESTRICTIONS ASSOCIATED WITH THIS LOT, & DESC ON DED PLAT. TOG/W THAT 1/14TH INT IN THE COMMON AREA AS DESIGNATED ON DED PLAT.

00-0073-7653

ALL OF LOT 26-R MAHOGANY RIDGE SUBDIVISION PHASE THREE MORGAN CITY MORGAN COUNTY UTAH ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED DEC. 1 2006 AS ENTRY #105484 IN BK 239 PG 237 IN THE OFFICE OF THE MORGAN COUNTY RECORDER. CONT 12 393 SQ FT=0.285/0.29 AC M. OR L. SUBJ TO THOSE RESTRICTIONS ASSOCIATED WITH THIS LOT & DESC ON DED PLAT. TOG/W THAT 1/4TH INT IN THE COMMON AREA AS DESIGNATED ON DED PLAT.

00-0073-7654

ALL OF LOT 27-R MAHOGANY RIDGE SUBDIVISION PHASE THREE MORGAN CITY MORGAN COUNTY UTAH ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED DEC. 1 2006 AS ENTRY #105484 IN BK 239 PG 237 IN THE OFFICE OF THE MORGAN COUNTY RECORDER. CONT 16 126 SQ FT=0.37 AC M. OR L. SUBJ TO THOSE RESTRICTIONS ASSOCIATED WITH THIS LOT & DESC ON DED PLAT. TOG/W THAT 1/14TH INT IN THE COMMON AREA AS DESIGNATED ON DED PLAT.

00-0073-7655

ALL OF LOT 28-R MAHOGANY RIDGE SUBDIVISION PHASE THREE MORGAN CITY MORGAN COUNTY UTAH ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED DEC. 1 2006 AS ENTRY # 105484 IN BK 239 PG 237 IN THE OFFICE OF THE MORGAN COUNTY RECORDER. CONT 14 672 SQ FT=0.337 / 0.34 AC M. OR L. SUBJ TO THOSE RESTRICTIONS ASSOCIATED WITH THIS LOT & DESC ON DED PLAT. TOG/W THAT 1/14TH INT IN THE COMMON AREA AS DESIGNATED ON DED PLAT.

00-0073-7656

ALL OF LOT 29-R MAHOGANY RIDGE SUBDIVISION PHASE THREE MORGAN CITY MORGAN COUNTY UTAH ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED DEC. 1 2006 AS ENTRY #105484 IN BK 239 PG 237 IN THE OFFICE OF THE MORGAN COUNTY RECORDER. CONT 32 791 SQ FT=0.753 AC / 0.75 AC M. OR L. SUBJ TO THOSE RESTRICTIONS ASSOCIATED WITH THIS LOT & DESC ON DED PLAT. TOG/W THAT 1/14TH INTEREST IN THE COMMON AREA AS DESIGNATED ON DED PLAT. *(LOC IN SEC 26 T4N R2E NE 1/4)*

4. 00-0001-9024

A PT OF THE N1/2 NW1/4 OF SEC 25 T4N R2E SLB&M. BEG AT THE NW COR OF SD SEC 25 & RUN TH E 1381.1 FT; TH S 32 * 00' W 1568.3 FT TO 40 AC LN; TH ALG SD LN W 550.0 FT TO THE SEC LN; TH N ON THE SEC LN 1330.0 FT TO POB. CONT 29.48 AC. LESS ANY PORT RECORDED IN Q.C.D ENTRY NO. 89493 IN BK 184 AT PG 232.

5. 00-0002-6284

A TRACT OF LAND (#73) IN SW 1/4 OF SW 1/4 OF SEC 26 T5N R1E SLB&M DESC AS FOL: BEG AT PT ON SW'LY LINE OF VENDORS PROP ALSO BEING PT ON NE'LY R/W LINE OF GATEWAY CANAL OPPOSITE STA 390+50.0 FROM WHICH PT THE SW COR OF SD SEC 26 BEARS S 72 * 47' W 1219.8 FT & RUN TH ALG 4 COURSES OF SD NE'LY R/W LINE N 70 * 37' W 132.1 FT; TH N 33 * 31' W 125.2 FT; TH ALG A REG CURVE TO LEFT WITH A RADIUS OF 350 FT FOR ARC DISTANCE OF 323.5 FT; TH N 86 * 28' W 346.1 FT; TH LEAVING SD NE'LY R/W LINE N 3 * 32' E 275.0 FT; TH S 86 * 28' E 346.1 FT; TH ALG REG CURVE TO RIGHT WITH RADIUS OF 625 FT FOR ARC DISTANCE OF 577.6 FT; TH S 33 * 31' E 82.8 FT; TH S 19 * 23' W 244.9 FT TO POB. CONT 6.07 AC M/L. A TRACT (#76) OF LAND IN N 1/2 OF NE 1/4 SEC 35 T5N R1E

00-0080-6129

A PT OF THE S 1/2 OF SEC 26 AND THE N 1/2 OF SEC 35 T5N R1E SLB&M U.S. SUR DESC AS FOLS: BEG AT A PT IN THE EXIST GATEWAY CANAL PROP SD PT LIES S 89 * 40'41" E ALG THE SEC LN COMMON TO SEC 26 & 35 1164.93 FT AND N 00 * 19'17" E 364.40 FT; FRM THE SW COR OF SEC 26 TH ALG SD BDY N 18 * 56'09" E 244.91 FT; TH LEAV SD BDY AND PROCEEDING ALG THE FOL 2 COUR: (1) S 78 * 32'32" E 252.06 FT; (2) S 72 * 51'48" E 2181.51 FT TO THE EXIST GATEWAY CANAL R. OF W LN; TH ALG SD R. OF W LN THE FOL 10 (11) COUR: (1) ALG A NON TNGT CUR TO THE L WHOSE ARC IS 32.05 FT WITH A RAD OF 370.00 FT WHOSE CHORD BEARS S 74 * 03'04" W 32.04 FT; (2) S 18 * 25'19" E 20.00 FT; (3) S 71 * 34'41" W 569.50 FT; (4) ALG A NON TNGT CUR TO THE L WHOSE ARC IS 432.16 FT WITHA RAD OF