

REC NO. 281037

ASSOCIATED TITLE CO.

87 DEC -8 PM 1:17

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

ALAN SPENCER
SUMMIT COUNTY RECORDER

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment") dated as of December 2, 1987, is from Rooney Engineering Company, a Colorado corporation, ("Assignor") to Anschutz Ranch East Pipeline, Inc., a Utah corporation ("Assignee").

For \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby transfers, grants, bargains, sells, conveys and assigns to Assignee all of Assignor's right, title and interest in and to the rights-of-way, easements and agreements described on Exhibit A attached hereto and made a part hereof (the "Easements"), and the land covered thereby, together with all property and rights incident thereto and all personal property, fixtures and improvements thereto, including but not limited to, the oil pipeline and related facilities constructed thereon, and the rights of ingress thereto and egress therefrom.

To have and to hold the Easements unto Assignee and its successors and assigns forever.

Assignor, for itself and its successors and assigns, represents, warrants and agrees to and with Assignee, its successors and assigns that Assignor has good and marketable title to the Easements free and clear of all liens, encumbrances, burdens and defects of title and Assignor and its successors and assigns shall warrant and forever defend the title of Assignee and its successors and assigns to the Easements.

Assignor also grants and transfers to Assignee, its successors and assigns, to the extent so transferable, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Easements against Assignor's predecessors in title to the Easements.

The references herein to liens, encumbrances, burdens, defects and other matters are for the purpose of defining the nature and extent of Assignor's warranty and shall not be deemed to ratify or create any rights of third parties.

Unless otherwise provided, all recording references on Exhibit A are to be official real property records of the county in which the Easements are located.

This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

Attest:

ROONEY ENGINEERING COMPANY

By [Signature]
Secretary

By [Signature]
President

ACKNOWLEDGEMENT

State of Colorado)
County of [Signature]) ss.

(Utah Form)

On the 1st day of December, A.D., 1987, personally appeared before me Norman L. Rooney, who by me duly sworn says that he is the President of Rooney Engineering Company, the corporation that executed the above and foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of its bylaws and said Norman L. Rooney acknowledged to me that said corporation executed the same.

(Wyoming/Colorado Form)

The foregoing instrument was acknowledged before me this 2nd day of December, 1987 by Norman L. Rooney President of Rooney Engineering Company, a Colorado corporation, on behalf of said corporation.

Witness my hand and official seal.



[Signature]
Notary Public

Residing at:
[Signature]

My commission expires: My Commission Expires Dec 21, 1993

EXHIBIT A

To Assignment dated as of December 2, 1987 from Rooney Engineering Company to Anschutz Ranch East Pipeline, Inc.

(Unless otherwise indicated, all property is located in, and all recording references are to the records of, Summit County, Utah)

1. Pipeline Right-of-Way Contract dated April 20, 1987, between Thousand Peaks Ranches, Inc. and Rooney Engineering Company recorded May 28, 1987 in Book 432 at Page 372 and such contract was revised with new legal description and corporate acknowledgment and re-recorded November 24, 1987 in Book 453 at Page 348 and covering the following property:

TOWNSHIP 4 NORTH, RANGE 8 EAST, S.L.M.

Section 32: E1/2E1/2
Section 33: NW1/4NW1/4

TOWNSHIP 3 NORTH, RANGE 8 EAST, S.L.M.

Section 5: E1/2E1/2
Section 8: E1/2, also SW1/4
Section 17: NW1/4, NW1/4SW1/4
Section 18: SE1/4
Section 19: W1/2NE1/4, SW1/4, SE1/4NW1/4
Section 30: NW Cor. (NW1/4NW1/4)

TOWNSHIP 3 NORTH, RANGE 7 EAST, S.L.M.

Section 25: NE1/4, SW1/4, NW1/4NW1/4SE1/4

together with the right of ingress and egress to and from said line.

2. Pipeline Right-of-Way Contract dated April 13, 1987, between Haynes Land and Livestock Company, a partnership, ("Haynes") and Rooney Engineering Company recorded August 7, 1987 in Book 440 at Page 378 and covering the following property:

TOWNSHIP 3 NORTH, RANGE 7 EAST, S.L.M.

Section 35: That portion of the NE1/4 of the NE1/4 lying north of Haynes' existing roadway

together with the right of ingress and egress to and from said line or lines, or any of them.

3. Pipeline Right-of-Way Contract dated August 6, 1987, between Utah Protestant Camps Foundation and Rooney Engineering Company recorded August 7, 1987 in Book 440 at Page 376 and such contract was revised with correct corporate execution and re-recorded November 24, 1987 in Book 453 at Page 350 and covering the following property:

TOWNSHIP 3 NORTH, RANGE 7 EAST, S.L.M.
Section 26: SE1/4SE1/4

together with the right of ingress and egress to and from said line or lines, or any of them.

4. Pipeline Right-of-Way Contract dated June 23, 1987, between B.A. Bingham & Sons, a Utah partnership, and Rooney Engineering Company recorded July 15, 1987 in Book 438 at Page 361 and covering the following property:

TOWNSHIP 3 NORTH, RANGE 7 EAST, S.L.M.
Section 35: NE1/4, W1/2SE1/4
E1/2SW1/4, NE1/4

TOWNSHIP 2 NORTH, RANGE 7 EAST, S.L.M.
Section 2: W1/2E1/2, E1/2W1/2
Section 11: E1/2W1/2, E1/2SW1/4SW1/4
NW1/4NW1/4NE1/4
Section 14: NW1/4NW1/4

Together with the right to construct, maintain, operate, protect, repair, replace, change the size of or remove a crude oil pipeline, and all appurtenances necessary for and incident to the operation and protection thereof and for the transportation of oil, gas, petroleum or any of its products; and together with the right of ingress and egress to and from said lands as may be required to construct, maintain and operate the crude oil pipeline.

5. Pipeline Right-of-Way Contract dated May 20, 1987, between Bow Valley Development Corporation and Rooney Engineering Company recorded June 9, 1987 in Book 434 at Page 277 and such contract was revised with correct corporate acknowledgment and re-recorded November 24, 1987 in Book 453 at Page 356 and covering the following property:

TOWNSHIP 2 NORTH, RANGE 7 EAST, S.L.M.

Section 15: S1/2NE1/4, SE1/4NE1/4NE1/4, W1/2

Section 16: SE1/4NE1/4, N1/2SE1/4, S1/2SW1/4
SE1/4NE1/4SW1/4

Section 20: N1/2SE1/4, SE1/4NE1/4, SW1/4SE1/4
SE1/4SW1/4

Section 21: W1/2NW1/4

Section 29: N1/2NW1/4, NW1/4SW1/4NW1/4

Section 30: S1/2NE1/4, NW1/4SE1/4
SE1/4NE1/4SW1/4, S1/2SW1/4

TOWNSHIP 2 NORTH, RANGE 6 EAST, S.L.M.

Section 25: S1/2SE1/4 (Property east of roadway)

together with the right of ingress and egress to and from said line or lines, or any of them.

6. Pipeline Right-of-Way Contract dated November 15, 1987, between Blonquist Ranches, a limited partnership, and Rooney Engineering Company recorded November 24, 1987 in Book 453 at Page 360 and covering the following property:

TOWNSHIP 2 NORTH, RANGE 6 EAST, S.L.M.

Section 25: SE1/4SW1/4, SW1/4SE1/4

Section 36: N1/2NW1/4

together with the right of ingress and egress to and from said line or lines, or any of them.

7. Pipeline Right-of-Way Contract dated May 12, 1987, between Leon M. Judd and Helen C. Judd and Rooney Engineering Company recorded June 24, 1987 in Book 435 at Page 697 and such contract was revised with correct legal description and re-recorded November 24, 1987 in Book 453 at Page 352 and covering the following property:

TOWNSHIP 2 NORTH, RANGE 6 EAST, S.L.M.

Section 35: N1/2

Section 34: N1/2SW1/4, NW1/4NE1/4, S1/2NE1/4

Section 32: SE1/4SW1/4

together with the right of ingress and egress to and from said line, or any of them.

8. Pipeline Right-of-Way Contract dated May 20, 1987, between Donald M. Judd and Louise B. Judd and Rooney Engineering Company recorded May 28, 1987 in Book 432 at Page 374 and covering the following property:

TOWNSHIP 1 NORTH, RANGE 6 EAST, S.L.M.

Section 4: Lots 3,4,5,6

Section 5: Lots 1,2,3,4,5,6,7,8

together with the right of ingress and egress to and from said line, or any of them.

9. Corrected Pipeline Easement Contract dated November 13, 1987, between East Hoytsville Range Company, a Utah corporation, and Rooney Engineering Company recorded November 24, 1987 in Book 453 at Page 362 and covering the following property:

TOWNSHIP 1 NORTH, RANGE 5 EAST, S.L.M.

Section 12: S1/2NE1/4, SE1/4SE1/4NW1/4
N1/2SW1/4

TOWNSHIP 1 NORTH, RANGE 6 EAST, S.L.M.

Section 7: W1/2NW1/4, NW1/4NE1/4NW1/4

together with the right of ingress and egress to and from said line for any reason.

10. Pipeline Right-of-Way Contract dated November 11, 1987, between William M. Judd and Gloria B. Judd, husband and wife, and Rooney Engineering Company recorded November 24, 1987 in Book 453 at Page 344 and covering the following property:

TOWNSHIP 2 NORTH, RANGE 6 EAST, S.L.M.

Section 33: S1/2NE1/4SW1/4, S1/2SE1/4
SE1/4SE1/4SW1/4

TOWNSHIP 1 NORTH, RANGE 6 EAST, S.L.M.

Section 6: Lot 1, Lot 2, Lot 7, W1/2NW1/4SE1/4
E1/2SW1/4

TOWNSHIP 1 NORTH, RANGE 5 EAST, S.L.M.

Section 10: SE1/4SE1/4SE1/4

together with the right of ingress and egress to and from said line or lines, or any of them.

11. Quit Claim Easement dated May 15, 1987, between the State of Utah, Department of Natural Resources, Division of Wildlife Resources and Rooney Engineering Company recorded May 28, 1987 in Book 432 at Page 355 and covering the following property:

TOWNSHIP 1 NORTH, RANGE 5 EAST, S.L.M.

Section 11: S1/2S1/2, SE1/4NE1/4SE1/4
Section 14: N1/2NW1/4NW1/4

together with the right of ingress and egress to and from said line or lines, or any of them.

12. Right-of-Way Contract dated November 23, 1987, between Harvey E. Pace, Family Partnership and H. Dean Pace and Joan F. Pace, husband and wife, and Rooney Engineering Company recorded November 24, 1987 in Book 453 at Page 366 and covering the following property:

TOWNSHIP 1 NORTH, RANGE 5 EAST, S.L.M.

Section 15: N1/2NE1/4, SE1/4NE1/4NW1/4
SE1/4NW1/4, NW1/4NE1/4SW1/4
NW1/4SW1/4, NW1/4SW1/4SW1/4

together with the right of ingress and egress to and from said line or lines, or any of them.

13. Pipeline Right-of-Way Contract dated November 16, 1987, between Rich-Co, Larene Ellis, Marlene Jones and LeGrand Richins and Rooney Engineering Company recorded November 24, 1987 in Book 453 at Page 364 and covering the following property:

TOWNSHIP 1 NORTH, RANGE 5 EAST, S.L.M.
Section 16: SE1/4

together with the right of ingress and egress to and from said line or lines, or any of them.

14. Pipeline Right-of-Way Contract dated July 8, 1987, between Frank L. Hicks, Jr. and Christine A. Hicks, husband and wife, and Rooney Engineering Company recorded July 10, 1987 in Book 437 at Page 795 and covering the following property:

TOWNSHIP 1 NORTH, RANGE 5 EAST, S.L.M.
Section 21: SE1/4NW1/4NE1/4

together with the right of ingress and egress to and from said line or lines, or any of them.

15. Pipeline Right-of-Way Contract dated April 9, 1987, between R.J. Hollberg a/k/a Ronald J. Hollberg and Lois Hollberg, husband and wife, and Rooney Engineering Company recorded May 28, 1987 in Book 432 at Page 364 and such contract was revised with new legal description and re-recorded November 24, 1987 in Book 453 at Page 354 and covering the following property:

TOWNSHIP 1 NORTH, RANGE 5 EAST, S.L.M.
Section 21: E1/2NE1/4, SW1/4NE1/4, SE1/4NW1/4
SE1/4SW1/4NW1/4, N1/2SW1/4
Section 15: SW1/4SW1/4

together with the right of ingress and egress to and from said line or lines, or any of them.

16. Pipeline Right-of-Way Contract dated May 19, 1987, between Hope Williams, a widow, and Rooney Engineering Company recorded May 28, 1987 in Book 432 at Page 386 and re-recorded on June 10, 1987 in Book 434 at Page 343 and covering the following property:

TOWNSHIP 1 NORTH, RANGE 5 EAST, S.L.M.
Section 20: NE1/4SE1/4
Section 21: W1/2W1/2NW1/4SW1/4

together with the right of ingress and egress to and from said line or lines, or any of them.

17. Right-of-Way and Easement Grant dated May 15, 1987, between Don F. Robertson and Glenna S. Robertson, his wife, and Rooney Engineering Company recorded May 28, 1987 in Book 432 at Page 388 and covering the following property:

TOWNSHIP 1 NORTH, RANGE 5 EAST, S.L.M.
Section 20: SE1/4

The Right-of-Way shall be twenty feet in width and shall extend through and across the Lands.

18. Pipeline Right-of-Way Contract dated June 11, 1987, between Ernest Allen Bates and Sandra S. Bates and Rooney Engineering Company recorded June 24, 1987 in Book 435 at Page 701 and covering the following property:

TOWNSHIP 1 NORTH, RANGE 5 EAST, S.L.M.
Section 20: SE1/4SW1/4

together with the right of ingress and egress to and from said line, or any of them.

19. Pipeline Right-of-Way Contract dated June 10, 1987, between Mae P. Bates and Rooney Engineering Company recorded June 24, 1987 in Book 435 at Page 699 and covering the following property:

TOWNSHIP 1 NORTH, RANGE 5 EAST, S.L.M.
Section 20: SE1/4SW1/4

together with the right of ingress and egress to and from said line, or any of them.

20. Pipeline Right-of-Way Contract dated July 2, 1987, between Research Industries Corporation and Rooney Engineering Company recorded July 7, 1987 in Book 437 at Page 58 and covering the following property:

TOWNSHIP 1 NORTH, RANGE 5 EAST, S.L.M.
Section 19: SE1/4SE1/4

together with the right of ingress and egress to and from said line or lines, or any of them.

21. Pipeline Right-of-Way Contract dated June 23, 1987, between Research Industries Corporation and Rooney Engineering Company recorded June 24, 1987 in Book 435 at Page 695 and such contract was revised with correct execution and re-recorded November 24, 1987 in Book 453 at Page 358 and covering the following property:

TOWNSHIP 1 NORTH, RANGE 5 EAST, S.L.M.
Section 30: NE1/4, SW1/4, NW1/4SE1/4
Section 20: S1/2SW1/4 - (West of U.S.
Highway 189)

together with the right of ingress and egress to and from said line or lines, or any of them.

22. Pipeline Right-of-Way Contract dated June __, 1987, between H&M Properties, a Utah partnership, and Rooney Engineering Company recorded July 7, 1987 in Book 437 at Page 60 and covering the following property:

TOWNSHIP 1 NORTH, RANGE 4 EAST, S.L.M.
Section 36: Lot 9 - Rock Port Ranches
Subdivision

together with the right of ingress and egress to and from said line or lines, or any of them.

23. Pipeline Right-of-Way Contract dated June 8, 1987, between Ellen P. Hayes, Personal Representative of the Estate of Calvin Ray Hayes, and Rooney Engineering Company recorded June 24, 1987 in Book 435 at Page 692 and covering the following property:

TOWNSHIP 1 NORTH, RANGE 4 EAST, S.L.M.
Section 36: Rockport Ranches - Lot 19

together with the right of ingress and egress to and from said line or lines, or any of them.

24. Right-of-Way Contract dated May 14, 1987, between Kenneth A. Wade and Mary D. Wade and Rooney Engineering Company recorded July 10, 1987 in Book 437 at Page 793 and covering the following property:

TOWNSHIP 1 NORTH, RANGE 4 EAST, S.L.M.
Section 36: Rockport Ranches - Lot 18

together with the right of ingress and egress to and from said line or lines, or any of them.

25. Pipeline Right-of-Way Contract dated May 20, 1987, between Dale Staley and Rooney Engineering Company recorded May 28, 1987 in Book 432 at Page 353 and covering the following property:

TOWNSHIP 1 NORTH, RANGE 4 EAST, S.L.M.
Section 36: Rock Port Ranches - Lot 16

together with the right of ingress and egress to and from said line or lines, or any of them.

26. Pipeline Right-of-Way Contract dated June 1, 1987, between Warren Lundberg and Betty R. Lundberg, husband and wife, and Rooney Engineering Company recorded June 24, 1987 in Book 435 at Page 687 and covering the following property:

TOWNSHIP 1 NORTH, RANGE 4 EAST, S.L.M.
Section 36: Rock Port Ranches - Lot 17

together with the right of ingress and egress to and from said line or lines, or any of them.

27. Pipeline Right-of-Way Contract dated May 16, 1987, between Ground Hog Investment and Rooney Engineering Company recorded June 10, 1987 in Book 434 at Page 345 and covering the following property:

TOWNSHIP 1 NORTH, RANGE 4 EAST, S.L.M.

Section 36: Rock Port Ranches subdivision Lot 13

together with the right of ingress and egress to and from said line or lines, or any of them.

28. Pipeline Right-of-Way Contract dated July 3, 1987, between Stanley D. Malstrom and Margie C. Malstrom, husband and wife, and Margene M. Boren and Rooney Engineering Company recorded July 7, 1987 in Book 437 at Page 62 and covering the following property:

TOWNSHIP 1 NORTH, RANGE 4 EAST, S.L.M.

Section 36: Lot 12 - Rock Port Ranches
Subdivision

together with the right of ingress and egress to and from said line or lines, or any of them.

29. Pipeline Right-of-Way Contract dated March 30, 1987, between John B. Prince, Ten-Power Diversified, a Utah partnership, W. Adrian Wright, Wallace A. Wright, Jr. and Rooney Engineering Company recorded June 24, 1987 in Book 435 at Page 689 and covering the following property:

TOWNSHIP 1 SOUTH, RANGE 4 EAST, S.L.M.

Section 1: Lot 3,5,6,7, SE1/4NW1/4

TOWNSHIP 1 NORTH, RANGE 4 EAST, S.L.M.

Section 36: N1/2NE1/4

Section 25: SE1/4SE1/4SE1/4

together with the right of ingress and egress to and from said line or lines, or any of them.

30. Pipeline Right-of-Way Contract dated March 18, 1987, between Bertagnole Properties Limited Partnership and Rooney Engineering Company recorded May 28, 1987 in Book 432 at Page 366 and covering the following property:

TOWNSHIP 1 SOUTH, RANGE 4 EAST, S.L.M.

Section 11: SW1/4, NW1/4SE1/4, SE1/4NE1/4
SE1/4SW1/4NE1/4

Section 12: W1/2NW1/4

together with the right of ingress and egress to and from said line or lines, or any of them.

31. Pipeline Right-of-Way Contract dated May 29, 1987, between Standley B. Pace and Beverly F. Pace, husband and wife, and Arvill B. Pace and Arlene Pace, husband and wife ("Grantors"), and Rooney Engineering Company recorded June 24, 1987 in Book 435 at Page 703 and covering the following property:

TOWNSHIP 1 SOUTH, RANGE 4 EAST, S.L.M.

Section 10: SE1/4SE1/4SE1/4

Line to cross beginning at the railroad right-of-way running East between dairy barn and hay barn or hillside, line to be just North of brown tank

together with a reasonable right of ingress and egress to and from said line or lines, or any of them, to be designated by Grantors.

32. Pipeline Right-of-Way Contract dated June 15, 1987, between Angus Pace and Ella M. Pace, husband and wife, DeWayne M. Pace, Dennis D. Pace, Loyal J. Pace, Trustees for the DeWayne M. Pace Revocable Trust dated August 3, 1979, Joan J. Pace, Dennis D. Pace, Loyal J. Pace, Trustees for the Joan J. Pace Revocable Trust dated August 3, 1979, Gale W. Pace and Kathleen D. Pace and Rooney Engineering Company recorded July 7, 1987 in Book 437 at Page 64 and covering the following property:

TOWNSHIP 1 SOUTH, RANGE 4 EAST, S.L.M.
Section 15: NE1/4NE1/4

Pipeline right a way shall be from railroad right-of-way to frontage road-about 300 feet more or less

together with the right of ingress and egress to and from said line or lines, or any of them.

33. Pipeline Encroachment Contract dated May 5, 1987, between Summit County, a body corporate and politic of the State of Utah, and Rooney Engineering Company recorded May 28, 1987 in Book 432 at Page 370 and covering the following property:

TOWNSHIP 1 SOUTH, RANGE 4 EAST, S.L.M.

- Section 16: Encroachment will be East of Highway 40 and East side of frontage road, next to fenceline.
Section 15: Encroachment will be South of I-80 Highway and South of frontage road next to fenceline.
Section 20: South of I-80 Interstate Highway in the S1/2N1/2 of this Section.
Section 21: South of I-80 Interstate Highway in the NW1/4NW1/4 of this Section. This encroachment for the proposed pipeline will be on the North side of the frontage road

together with the right of ingress and egress to and from said line or lines, or any of them.

34. Pipeline Right-of-Way Contract dated May 22, 1987, between L.A. DeWeese and Rooney Engineering Company recorded June 9, 1987 in Book 434 at Page 275 and covering the following property:

TOWNSHIP 1 SOUTH, RANGE 4 EAST, S.L.M.

Section 16: S1/2S1/2, South of Interstate 80 and West of Hiway U.S. 40

together with the right of ingress and egress to and from said line or lines, or any of them.

35. Easement Right-of-Way dated June 12, 1987, between Donald L. Hoffman; Donald L. Hoffman as Personal Representative of the Estate of Patricia Hoffman; and Donald L. Hoffman as Personal Representative of the Estate of John H. Welsh, and Rooney Engineering Company recorded June 24, 1987 in Book 435 at Page 705 and covering the following property:

TOWNSHIP 1 SOUTH, RANGE 4 EAST, S.L.M.

Section 16: S1/2S1/2, South of Interstate 80 and West of Hiway U.S. 40

Pipeline to be buried 25 feet north of the base of the power poles along South property described as follows:

Beginning at a point of 29-1/2 feet North and at the U.S. Highway 40 West Line right-of-way in the SE1/4SE1/4 of Section 16: T1S, R4E, S.L.M., thence North 89 degrees 35' West 78.1 rods, more or less, to the West line of the property

together with the right of ingress and egress to and from said line.

36. Pipeline Right-of-Way Contract dated May 26, 1987, between Henry A. Faure and Flourence Faure, husband and wife, and Rooney Engineering Company recorded June 9, 1987 in Book 434 at Page 273 and covering the following property:

TOWNSHIP 1 SOUTH, RANGE 4 EAST, S.L.M.
Section 16: S1/2S1/2, South of Interstate 80 and
West of Hiway U.S. 40

Pipeline to be buried 25 feet north of the base
of the power poles along South property line
West of Highway 40

together with the right of ingress and egress to and
from said line or lines, or any of them.

37. Pipeline Right-of-Way Contract dated May 14, 1987, between Spring Creek Angus Ranch Partnership and Rooney Engineering Company recorded June 9, 1987 in Book 434 at Page 270 and covering the following property:

TOWNSHIP 1 SOUTH, RANGE 4 EAST, S.L.M.
Section 19: NE1/4, South of I-80 Freeway

together with the right of ingress and egress to and
from said line or lines, or any of them.