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Lake County Packet #1B
#15 MICHAEL A. BROWN
RECORDER

ASSIGNMENT OF RIGHTS OF WAY

THIS ASSIGNMENT is entered into and effective as of the 1ST day of December, 2005, by and between Buckeye Pipe Line Holdings, L.P., a Delaware limited partnership with offices at 5 Radnor Corporate Center, Suite 500, 100 Matsonford Road, Radnor, Pennsylvania 19087 ("Seller"), and Muskegon Pipeline LLC, a Delaware limited liability company with offices at 539 South Main Street, Findlay, Ohio 45840 ("Buyer").

RECITALS

WHEREAS, Seller and Marathon Pipe Line LLC, a Delaware limited liability company ("MPL") have entered into an "Asset Purchase Agreement" dated as of December 1, 2005 (the "Purchase Agreement") which provides for the sale and transfer by MPL to Seller of an undivided forty percent (40%) interest in that certain Pipeline System as more particularly described therein; and

WHEREAS, the Purchase Agreement also provides for the sale and transfer by MPL to Seller of an undivided forty percent (40%) interest in and to those certain rights of way, licenses, easements and grants which are more particularly described in Attachment 1 hereto pursuant to which the Pipeline System has been operated by MPL (collectively referred to hereinafter as the "Rights of Way"); and

WHEREAS, MPL, Seller and Buyer have entered into that certain "Contribution Agreement" dated as of December 1, 2005 ("Contribution Agreement") which provides for the contribution and transfer of MPL's and Seller's respective interests in the Pipeline System to Buyer; and

WHEREAS, the Contribution Agreement also provides for the contribution and transfer by Seller to Buyer of an undivided forty percent (40%) interest in and to the Rights of Way; and

WHEREAS, this Assignment is being made pursuant to and upon and is subject to the terms of the Contribution Agreement.

WITNESS

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller hereby grants, bargains, sells, transfers, conveys and assigns unto Buyer, to have and to hold, an undivided forty percent (40%) interest in and to the Rights of Way, subject to the agreements, restrictions, exceptions, reservations, conditions, and limitations contained in the Rights of Way.

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This Assignment is subject to and Buyer hereby accepts and assumes, in place and instead of Seller, full responsibility for and agrees to perform, pay, discharge and to comply with all of the express and implied covenants, obligations, conditions and liabilities set forth in or relating to the Rights of Way arising from and after the date first written above.

Buyer acknowledges that it has inspected the Rights of Way and accepts the same "AS IS, WHERE IS."

The terms and provisions of this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, this Assignment is executed and effective as of the date first written.

Buckeye Pipe Line Holdings, L.P.
by: **Buckeye GP LLC, its general partner**

By: [Signature]
Name: STOTTIN C. MOUTHER

Its: VP

Witnesses

[Signature]
Name: Terrence H. Link #

[Signature]
Name: Debbie Hagner

Muskegon Pipeline LLC

By: [Signature]
Name: CRAIG O. PIERSON

Its: VP

Witnesses:

[Signature]
Name: Terrence H. Link #

[Signature]
Name: Debbie Hagner



State of OHIO } ss
County of HANCOCK }

Before me, Cynthia Bayer, a notary public, this 8th day of December, 2005, personally appeared Stephen C. Muther, Vice President of Buckeye GP LLC, a Delaware limited liability company, the general partner of Buckeye Pipe Line Holdings, L. P., a Delaware limited partnership, and acknowledged the execution of the foregoing instrument on behalf of the partnership.

Notary Public Signature: Cynthia Bayer
My commission expires:



Cynthia Bayer, Attorney-At-Law
Notary Public - State of Ohio
My Commission has no expiration date
Sec. 147.03 R.C.

State of OHIO } ss
County of HANCOCK }

Before me, Cynthia Bayer, a notary public, this 8th day of December, 2005, personally appeared Craig O. Pierson, Vice President of Muskegon Pipe Line LLC, a Delaware limited liability company, and acknowledged the execution of the foregoing instrument on behalf of the company.

Notary Public Signature: Cynthia Bayer
My commission expires:

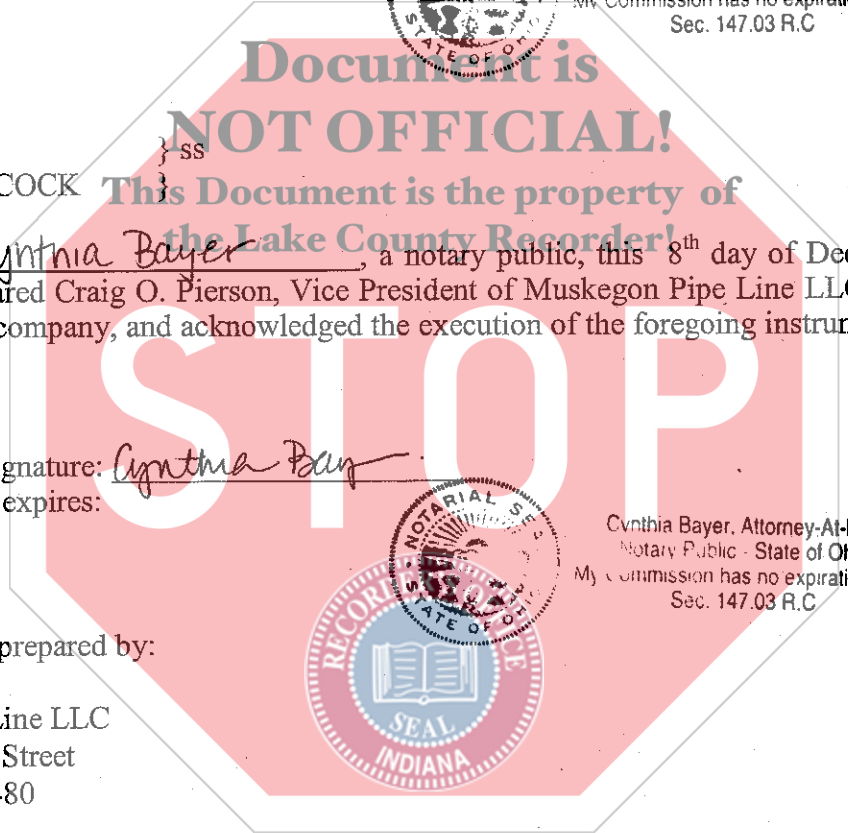


Cynthia Bayer, Attorney-At-Law
Notary Public - State of Ohio
My Commission has no expiration date
Sec. 147.03 R.C.

This instrument prepared by:
Jeff L. Benson
Marathon Pipe Line LLC
539 South Main Street
Findlay, OH 45480

After recording, please return to:
LandAmerica Commercial Services (SRG)
4111 Executive Parkway, Suite # 304
Westerville, OH 43081-3862

IN
Recorded



ATTACHMENT 1

RIGHTS OF WAY

Contract Date	Conveyor	Book Page		Recording Reference						
		Book	Page	Number	Twp	Dir	Rng	Dir	Sec	
8/3/1957	MICHL, SIMON S	700	23	50373	35	N	8	W	11	

situated in Lake County, State of Indiana, to-wit:

Part of the Northeast Quarter of the Northeast Quarter ($NE\frac{1}{4}$ $NE\frac{1}{4}$) of Section 11, Township 35 North, Range 8 West of the 2nd P.M., more particularly described as:

Beginning at the Northeast corner of said Section 11; thence South along the East line of said Section a distance of 25 feet; thence West, parallel to and 25 feet South of the North line of said Section 11, a distance of 294 feet; thence South a distance of 35 feet; thence West, parallel to and 60 feet South of the North line of said Section 11, a distance of 115 feet; thence North a distance of 60 feet to the North line of said Section 11; thence East along said North line, a distance of 409 feet to the point of beginning.

Document is

NOT OFFICIAL!

Section 11 Township 35 Range 8W

This Document is the property of
the Lake County Recorder!

STOP



Prescribed by the
State Board of Accounts
(2005)

County form 170


Declaration

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers in attached document.
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.


Signature of Declarant

Jeff L. Benson
Printed Name of Declarant

