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MICHAEL A. BROWN

Lake County Packet #TB

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: STEPHEN C. MUTHIZ

Its: VP

Witnesses

[Signature]
Name: Terrence H. Linker

[Signature]
Name: Debbie Hagner

[Signature]
Name: Debbie Hagner

Muskegon Pipeline LLC

By: [Signature]

Name: CRAIG O. PIERSON

Its: VP

Witnesses:

[Signature]
Name: Terrence H. Linker

[Signature]
Name: Debbie Hagner

[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

<i>Contract Date</i>	<i>Conveyor</i>	<i>Book</i>	<i>Page</i>	<i>Recording Reference Number</i>	<i>Twp</i>	<i>Dir</i>	<i>Rng</i>	<i>Dir</i>	<i>Sec</i>
11/21/1957	CHESAPEAKE & OHIO RAILWAY CO			98006250	35	N	9	W	1

Situated in the County of Lake, State of Indiana:

Crossing railroad at railroad station 7894+44 in the Southeast ¼ of Section 1, T35N, R9W.



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.

