



MISC 2003172728

RICHARD H. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

mr



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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made as of this 22 day of May, 2003, to be effective February 1, 2003, by and between MAPCO Inc., a Delaware corporation (hereinafter referred to as "Williams"), and Mid-America Pipeline Company, LLC, a Delaware limited liability company (hereinafter referred to as "MAPL").

WHEREAS, portions of the easements described on Exhibit "A", attached hereto and made a part hereof (the "Easements") owned by Williams are beneficially owned by MAPL but in some instances documents evidencing such beneficial ownership were unintentionally not recorded in the appropriate records by Williams; and

WHEREAS, through various prior name changes, assignments and conveyances (many of which are unrecorded) since creation of the Easements both parties when combined together, are the current owners of the easement interests contained within the Easements LESS AND EXCEPT any interest in the Easements conveyed to Williams Ammonia Pipeline Inc., a Delaware corporation; and

WHEREAS, Williams, to the extent they are legally and contractually able to do so, wishes to assign to MAPL all of the rights and obligations in, under and pursuant to the Easements (along with any valid amendments to said agreements and contracts)

Return to: Cindy Cherrington
Mid-America Pipeline Co
P O Box 4324
Houston, TX 77210-4324

Assignment Outside Conway

D. *misc*
FEE 39.00 FB DI-6000
7 BKP _____ C/O _____ COMP _____
8 DEL _____ SCAN _____ FB _____

insofar as the Easements are applicable to MAPL's pipelines, and MAPL is willing to accept from Williams all such rights and assume all such obligations.

NOW, THEREFORE, for and in consideration of the mutual covenants, and subject to the terms and conditions contained herein, the parties hereto agree as follows:

1. Assignment and Assumption To MAPL

(a) Insofar as Williams is legally and contractually able to do so, Williams hereby quitclaims, sells, transfers, sets over and assigns unto MAPL all of Williams' rights and obligations in, under and pursuant to the Easements on Exhibit "A", to the extent they are in force and effect, together with any and all valid existing amendments or modifications to the Easements (whether listed or not on Exhibit "A") INSO FAR AND INSO FAR ONLY as the Easements are applicable to MAPL's pipelines.

(b) MAPL hereby accepts the assignment by Williams set forth in paragraph (a) above, and assumes and agrees to perform all of Williams' obligations arising on or after the date hereof, in, under and pursuant to the Easements and any valid amendments or modifications to the extent they are in force and effect and ONLY INSO FAR as the Easements are applicable to the pipelines described in paragraph (a) above.

(c) Williams and MAPL agree to execute such other documents, in addition to this Agreement, as may be required to effectuate the terms of this Agreement.

(d) Nothing contained herein shall (i) be construed to defeat, impair or limit in any way any rights or remedies of MAPL against any third party to contest or dispute the validity or amount of any assumed liability or obligation, or (ii) reduce or otherwise affect MAPL's rights as set forth in the Easements

2. Binding Effect

All covenants and agreements contained herein shall be binding upon and inure to the benefit of the respective heirs, successors and permitted assigns of the parties, whether expressed or implied.

3. Law

This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Delaware, without regard to choice of law principles thereof.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

WILLIAMS:

MAPCO Inc., a Delaware corporation

By:  _____

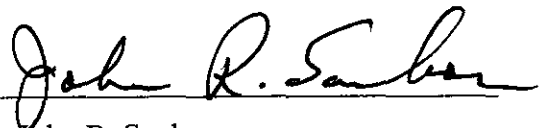
Clayton J. Harris

Title: Attorney in Fact

MAPL:

Mid-America Pipeline Company, LLC,

a Delaware limited liability company

By:  _____

John R. Sanborn


Title: Attorney in Fact

STATE OF OKLAHOMA)

COUNTY OF TULSA)

BE IT REMEMBERED, that on the 20 day of May, 2003, before me the undersigned, a Notary Public in and for said County and State, came Clayton J. Harris, Attorney in Fact of MAPCO, Inc., a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who is personally known to me to be the same person who executed the within instrument on behalf of said corporation and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.


Christie Hill
Notary Public

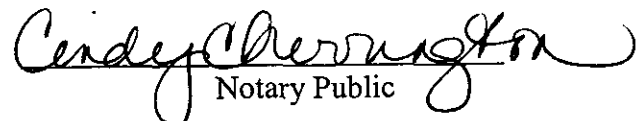
My Commission Expires: 8/19/2006

STATE OF TEXAS)

COUNTY OF HARRIS)

BE IT REMEMBERED, that on the 22 day of May, 2003, before me the undersigned, a Notary Public in and for said County and State, came John R. Sanborn, Attorney in Fact of Mid-America Pipeline Company, LLC, a limited liability company duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, who is personally known to me to be the same person who executed the within instrument on behalf of said company and such persons duly acknowledged the execution of the same to be the act and deed of said company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.


Cindy Cherrington
Notary Public

My Commission Expires:

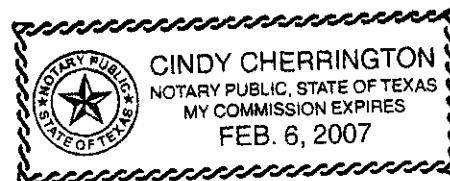


EXHIBIT "A"
DOUGLAS COUNTY, NEBRASKA

TRACT NO.	GRANTOR	GRANTEE	T/R/S	LEGAL DESCRIPTION	RECORDED	BOOK	PAGE
3-NE-DO-17	JEAN F. MCCARTNEY AND LOIS M. MCCARTNEY	MID-AMERICA PIPELINE CO.	16N 9E 1	NW/4 SEC 1, T16N, R9E	6/3/1960	354	25
3-NE-DO-12	ANDREZ P. AKERLUND AND FRANCES J. AKERLUND	MID-AMERICA PIPELINE CO.	16N 9E 11	S/2 NW/4 SEC 11, T16N, R9E	7/1/1960	MISC 354	711
3-NE-DO-13	HARRY BERGSTROM	MID-AMERICA PIPELINE CO.	16N 9E 11	S/2 NE/4 SEC 11, T16N, R9E	6/3/1960	MISC 354	17
3-NE-DO-14	ADOLF MARSH	MID-AMERICA PIPELINE CO.	16N 9E 11	N/2 NE/4 SEC 11, T16N, R9E	6/3/1960	MISC 354	19
3-NE-DO-10	VERNON J. WICKLUND AND MARIE E. WICKLUND	MID-AMERICA PIPELINE CO.	16N 9E 14	W/2 SW/4 NE/4 & N/2 SE/4 NW/4 SEC 14, T16N, R9E	6/3/1960	MISC 354	15
3-NE-DO-11	EDNA E. WICKLUND	MID-AMERICA PIPELINE CO.	16N 9E 14	NE/4 NW/4 SEC 14, T16N, R9E	6/3/1960	MISC 354	23
3-NE-DO-8	MARIE PARSON AND M.H. PARSON	MID-AMERICA PIPELINE CO.	16N 9E 14	PART OF SE/4 SW/4 SEC 14, T16N, R9E	7/28/1960	MISC 356	45
3-NE-DO-9	ALVIN L. WICKLUND	MID-AMERICA PIPELINE CO.	16N 9E 14	NE/4 SW/4, PART OF SE/4 SW/4; S/2 SE/4 NW/4 SEC 14, T16N, R9E	6/3/1960	MISC 354	13
564-NE-DO-8	MYRA T. PARSON	MID-AMERICA PIPELINE CO.	16N 9E 14	A PART OF SE/4 SW/4 OF SEC 14, T16N, R9E	8/24/1998	1260	244
564-NE-DO-8	MYRA T. PARSON	MID-AMERICA PIPELINE CO.	16N 9E 14	A PART OF SE/4 SW/4 OF SEC 14, T16N, R9E	1/19/1999	1278	327
3-NE-DO-15	WILLIAM H. KEARNS AND IRVING WARSHAW, TRUSTEES	MID-AMERICA PIPELINE CO.	16N 9E 2	SE/4 SEC 2, T16N, R9E	7/1/1960	MISC 354	713
3-NE-DO-16	RICHARD N. JOHNSON AND MARIE W. JOHNSON	MID-AMERICA PIPELINE CO.	16N 9E 2	SE/4 SEC 2, T16N, R9E	7/1/1960	MISC 354	715
3-NE-DO-4	THEODORE O. PARSONS AND BESSIE PARSONS	MID-AMERICA PIPELINE CO.	16N 9E 22	W/2 SE/4 SEC 22, T16N, R9E	5/3/1960	MISC 353	7
3-NE-DO-5	JACK F. PAULSON AND LEONA C. PAULSON	MID-AMERICA PIPELINE CO.	16N 9E 22	E/2 SE/4 SEC 22, T16N, R9E	5/3/1960	MISC 353	9
43-NE-DO-5	JACK F. PAULSON AND LEONA C. PAULSON	MID-AMERICA PIPELINE CO.	16N 9E 22	E/2 SE/4 OF SEC 22, T16N, R9E	5/3/1960	MISC 353	9
3-NE-DO-6	FLORENCE ENNIS AND FRANK B. ENNIS	MID-AMERICA PIPELINE CO.	16N 9E 23	NW/4 SW/4 SEC 23, T16N, R9E	6/3/1960	MISC 354	9
3-NE-DO-6	FLORENCE ENNIS AND FRANK B. ENNIS	MID-AMERICA PIPELINE CO.	16N 9E 23	PART OF SW/4 SEC 23, T16N, R9E	6/4/1968	464	249
3-NE-DO-7	ARTHER KENT SNIDE	MID-AMERICA PIPELINE CO.	16N 9E 23	NW/4 SEC 23, T16N, R9E	6/3/1960	MISC 354	11
3-NE-DO-2	RENA H. MCCLENEGHAN	MID-AMERICA PIPELINE CO.	16N 9E 27	W/2 SE/4 SEC 27, T16N, R9E	7/1/1960	354	707

EXHIBIT "A"
DOUGLAS COUNTY, NEBRASKA

TRACT NO.	GRANTOR	GRANTEE	T/R/S	LEGAL DESCRIPTION	RECORDED	BOOK	PAGE
3-NE-DO-3	JOHN H. PLETTNER AND NEILLIE PLETTNER	MID-AMERICA PIPELINE CO.	16N 9E 27	NE/4; E/2 NW/4; LOTS 2 & 3 IN S/2 NW/4 OF SEC 27, T16N, R9E	5/3/1960	MISC 353	5
43-NE-DO-2	RENA H. MCCLENEGHAN	MID-AMERICA PIPELINE CO.	16N 9E 27	W/2 SE/4 OF SEC 27, T16N, R9E	9/19/1968	MISC 468	393
3-NE-DO-1	VALLEY FEED YARDS, INC.	MID-AMERICA PIPELINE CO.	16N 9E 34	SE/4 & N/2 SEC 34, T16N, R9E	5/3/1960	MISC 353	1
3-NE-DO-1	VALLEY FEED YARDS, INC.	MID-AMERICA PIPELINE CO.	16N 9E 34	N/2 AND GOVT. LOT 4 SEC 34, T16N, R9E	7/28/1960	MISC 356	49
3-NE-DO-1	VALLEY FEED YARDS, INC.	MID-AMERICA PIPELINE CO.	16N 9E 34	SE/4 & N/2 SEC 34, T16N, R9E	7/29/1960	MISC 356	116
43-NE-DO-1	VALLEY FEED YARDS, INC.	MID-AMERICA PIPELINE CO.	16N 9E 34	W3/4 N/2 & GOV. LOT 4 IN SEC 34, T16N, R9E	5/29/1968	MISC 464	157
52-NE-DO-1	VALLEY FEED YARDS, INC.	MAPCO, INC.	16N 9E 34	GOV. LOTS 2, 3, & 4 IN SEC 34, T16N, R9E	7/11/1969	MISC 478	283