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QUITCLAIM

Please Return To:
 Damson Oil Corporation
 P.O. Box 4391
 Houston, Texas 77210
 Attn: Legal Department

STATE OF KANSAS
 COUNTY OF WOODSON

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KNOW ALL MEN BY THESE PRESENTS:

THAT TESORO PETROLEUM CORPORATION of 8700 Tesoro Drive, San Antonio, Texas 78286 (hereinafter referred to as "Assignor") for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, has quitclaimed and by these presents does QUITCLAIM unto DAMSON OIL CORPORATION, a Delaware corporation, whose address is 396 West Greens Road, P. O. Box 4391, Houston, Texas 77210 (hereinafter referred to as "Assignee"), all of Assignor's right, title and interest in, to and under that certain pipeline and pipeline rights-of-way located in Woodson County, Kansas and which pipeline and pipeline rights-of-way are more particularly described in Exhibit "A" annexed hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD all of Assignor's right, title and interest in, to and under the pipeline and pipeline rights-of-way unto Assignee, his successors and assigns so that neither Assignor nor its successors and assigns shall have, claim or demand any right, title or interest to the pipeline or pipeline rights-of-way or any part thereof.

Executed this 20th day of June, 1984.

ASSIGNORS:

TESORO PETROLEUM CORPORATION

By: Conrad S. Preston

Conrad S. Preston
 Group Vice-President

ATTEST:

William W. Haley
 Assistant Secretary

ACKNOWLEDGEMENTS

STATE OF TEXAS
 COUNTY OF Bexar

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This instrument was acknowledged before me on June 20th, 1984, by Conrad S. Preston, Group Vice-President of TESORO PETROLEUM CORPORATION, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

ASSIGN

all of his working interest subject to the overriding royalty reservation hereinafter set out in and to oil and gas lease dated April 15, 1964, from Minnie Letts Guthrie, a widow, Catherine Letts Jones and F. Henry Jones, her husband, lessors, to George P. Pyeatte, lessee, recorded Book 27, page 129 in so far as lease covers SE $\frac{1}{4}$ of Section 19, Township 25 South, Range 15 East.

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Book B

STATE OF KANSAS

RIGHT OF WAY EASEMENT

COUNTY OF WOODSON

KNOW ALL MEN BY THESE PRESENTS, That Minnie Letts Guthrie, a widow; and Catharine Letts Jones and husband, F. Henry Jones whose address is c/o Geo. Pyeatt, Yates Center, Kansas, hereinafter referred to as "Grantor" (whether one or more), in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, in hand paid, receipt of which is hereby acknowledged, hereby grants and conveys unto Tesoro Petroleum Corporation, a Delaware corporation, hereinafter referred to as "Grantee", and its successors and assigns, an easement and right-of-way to law, construct, maintain, inspect, operate, protect, repair, replace and remove a pipeline of not more than 3 inches in diameter, and all appurtenances convenient for the maintenance and operation of said pipeline, for the transportation of oil, gas, or other substances therein, over and through the hereinafter described land, and the Grantee is granted the right of ingress and egress to, on, from and over the following described premises for the purposes aforementioned in the County of Woodson, State of Kansas, to wit:

The S $\frac{1}{2}$ of Section 19 and the S $\frac{1}{2}$ of Section 20, all in Twp. 25 South, Rge. 15 East

Grantee agrees to lay said pipeline as near to the fence along the South line of said premises as is reasonably possible.

TO HAVE AND TO HOLD said easements, rights, and right-of-way unto the said Grantee, its successors and assigns, so long as a pipeline is maintained hereon, and upon removal of this pipeline, this easement will terminate.

Grantor shall not place anything or so close to any pipeline or other facility of Grantee as will be likely to interfere with Grantee's access thereto by use of equipment or means customarily employed in the maintenance of pipelines.

Add damage to growing crops, drainage title, fences and buildings, or pollution of stockwater or damage to livestock of Grantor occasioned by the construction, operation, or repair of any of the facilities herein authorized to be maintained and operated by Grantee shall be paid by Grantee after the damage is done, said damage, if not mutually agreed upon, to be ascertained and determined by three (3) disinterested persons, one to be appointed by the Grantor, one to be appointed by the Grantee, and the third to be chosen by the two so appointed. The written award of such three persons shall be final and conclusive.

The rights herein granted and conveyed unto Grantee may be assigned by Grantee in whole or in part.

This grant shall be binding upon the heirs, executors, administrators, successors, and assigns, of the parties hereto.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals on this 30th day of January 1967.

Book E

January 7, 1971 Inventory and Appraisement filed showing the decedent to be owner of real estate and personal property (other oil and gas leases and) 33,154.3 feet of 2-3/8" O.D. 3.65 # A.P.I. steel pipeline together with all valves, meters, fittings, casing pipe and appurtenances thereto presently located and used as a petroleum products pipeline from the Yates Center Field, Woodson County, Kansas, to the Arapahoe Pipeline system at or near Batesville, Kansas; and all right of way grants incident thereto. Appraised value \$90,000.00

(CAPTION OMITTED)

REPORT OF SALE

Come now Harold G. Forbes and Vernon Day, co-executors of the estate of Bert Young, deceased, and for their report of sale state:

1- Pursuant to the authority vested in said executors under the last will and testament of Bert Young, deceased, they have sold to Tesoro Petroleum Corporation at private sale the undivided one-fourth (1/4) interest of Bert Young in and to:
(other leases and)

the undivided one-fourth (1/4) interest of Bert Young in and to:

33,154.3 feet of 2-3/8" O.D. 3.65 # A.P.I. steel pipeline together with all

valves, meters, fittings, casing pipe and appurtenances thereto presently

The Southwest Quarter (SW $\frac{1}{4}$) of Section 21,
Township 25 South, Range 15 East, Woodson
County, Kansas, less 10 acres in a square form in the
Northwest corner of the East Half of the Southwest
Quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$) of said Section 21;

Toedman - Oil and gas lease from Pauline Toedman,
widow, et al., lessors, to L. M. McCormick, lessee,
dated June 15, 1942, and recorded in Book 11, page
373, insofar as said lease covers:

The Northwest Quarter (NW $\frac{1}{4}$) and the North Half
of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$) of Section 22,
Township 25 South, Range 15 East, Woodson County,
Kansas; (Known as Harder Heirs Lease)

Lauber - Oil and gas lease from W. H. Lauber and Augusta
Lauber, lessors, to Wm. Hemme, lessee, dated September
27, 1918, recorded in Book N, page 234, covering

The East Half of Section 21, Township
25 South, Range 15 East, Woodson County,
Kansas;

Book E

Steeby - Oil and gas lease from Roy K. Steeby and
Donna C. Steeby, lessors, to Tesoro Petroleum Corporation,
lessee, dated July 14, 1965, recorded in Book 27, page
200, re-recorded in Book 27, page 201, and extension of
oil and gas lease from Roy K. Steeby and Donna C. Steeby,
lessors, to Tesoro Petroleum Corporation, lessee, dated
October 4, 1966, recorded in Book 37, page 615, covering

The Northwest Quarter (NW $\frac{1}{4}$) of Section 28, Township
25 South, Range 15 East, Woodson County, Kansas;

33,154.3 feet of 2-3/8" O.D. 3.65 #A.P.I. steel pipeline
together with all valves, meters, fittings, casing pipe
and appurtenances thereto presently located and used as
a petroleum products pipeline from the Yates Center
Field, Woodson County, Kansas, to the Arapahoe Pipeline
system at or near Batesville, Kansas; and all right of
way grants incident thereto.

(All the above described leases and pipeline are
operated under operating contract dated Nov. 25, 1963,
between Texstar Petroleum Company and Bert Young,
recorded in Book 36 of Misc., page 638)

\$ 90,