

Recorded at the request of
Kern River Gas Transmission Company

When Recorded Mail to:
Kern River Gas Transmission Company
1615 West 2200 South, Suite C
Salt Lake City, UT 84119
Attn: Cynthia Lowrey

00602230 BK01407 Pg00259-00261
ALAN SPRIGGS, SUMMIT CO RECORDER
2001 NOV 01 12:03 PM FEE \$18.00 BY GGB
REQUEST: KERN RIVER GAS TRANSMISSION COMP

AMENDMENT TO RIGHT-OF-WAY and EASEMENT CONTRACT

This Right-of-Way Contract Amendment ("Amendment") is dated this 18th day of October, 2001, by and between Kern River Gas Transmission Company, located at P.O. Box 58900, Salt Lake City, Utah 84158-0900 ("Grantee"), and B. A. Bingham & Sons, LLC, whose address is c/o Boyd Bingham ~~8005 North~~ 3525 West ~~3000 West~~, Honeyville, UT 84314 ("current Grantor").

RECITALS:

A. Whereas, by that certain Right-of-Way Contract dated 10/21/1990, the "Contract", Land Number 12 & 1W, recorded in the records of Summit County, Book 585, Page 25-31, B.A. Bingham & Son, a Utah LLC as Grantors, granted and conveyed unto Grantee a right-of-way on, over and through certain real property situated in Summit County, State of Utah, as described and identified in the Contract.

B. Whereas, the undersigned Grantor warrants that it is now the owner in fee simple of the following described property:

Tracts situated in Township 2 North, Range 7 East, Salt Lake Base and Meridian.
All of Sections 2, 10, 11 and 35
The Southeast quarter of Section 3.

AGREEMENT:

NOW THEREFORE, for and in consideration of the mutual promises contained in this Amendment, Grantor grants to Grantee an amendment as described below:

1. The parties desire and agree to amend the Contract to allow construction of an additional pipeline and appurtenances. The additional pipeline will be located approximately 25-feet from the existing pipeline and the right-of-way configuration will be 25-feet from the edge of the right-of-way to each pipeline and 25-feet between pipelines. The total width of the right-of-way easement for the pipelines is 75-feet.
2. The parties agree that in the event that Grantee determines that its pipeline is in need of repair, maintenance or replacement, Grantee will use its best efforts not to disturb Grantors improvements within the 75-foot easement area.

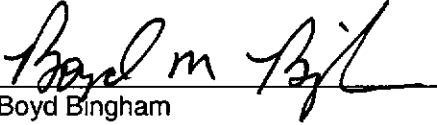
This Amendment will be binding upon and inure to the benefit of the heirs, successors and assigns of the parties to this Amendment.

Except as amended, all terms, conditions and provisions of the existing Right-of-Way Contract will remain and continue in full force and effect.

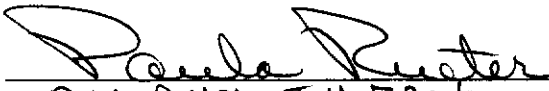
IN WITNESS WHEREOF, the parties have executed this Amendment as of this 18th day of October, 2001.

GRANTOR:

B.A. Bingham & Sons, LLC


Boyd Bingham

KERN RIVER GAS TRANSMISSION COMPANY:



ATTORNEY-IN-FACT

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ACKNOWLEDGMENT

STATE OF Utah

COUNTY OF Box Elder

The foregoing instrument was acknowledged before me this 18th day of October, 2001 by

Boyd Bughan

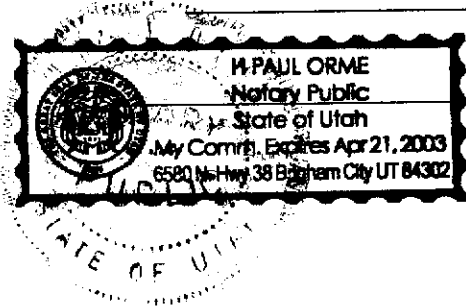
My Commission Expires:

H Paul Orme

Notary Public in and for

Box Elder County,

State of Utah



ACKNOWLEDGMENT---ATTORNEY-IN-FACT

STATE OF Utah

COUNTY OF Salt Lake

On this 22 day of October, 2001, Paula Reuter

, personally appeared before me and being by me duly sworn, did say that she/he is the Attorney-in-Fact of Kern River Gas Transmission Company, and that the Agreement was signed on behalf of Kern River Gas Transmission Company and said

Paula Reuter acknowledged to me that she/he as such Attorney-in-Fact executed the same.

My Commission Expires:

Stephen M. Rohwer

Notary Public in and for

Salt Lake

State of Utah

Dec 2, 2003

