

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

00621060 Bk01453 Pg00813-00815

ALAN SPRIGGS, SUMMIT CO RECORDER
2002 JUN 05 10:47 AM FEE \$18.00 BY MAT
REQUEST: KERN RIVER GAS TRANSMISSION CO

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION IN THAT
CERTAIN DOCUMENT RECORDED NOVEMBER 1, 2001, AS DOCUMENT NO. 00602230, IN BOOK
1407, PAGE 259, IN THE OFFICIAL RECORDS OF SUMMIT COUNTY, UTAH.

AMENDMENT TO RIGHT-OF-WAY and EASEMENT CONTRACT

This Right-of-Way Contract Amendment ("Amendment") is dated this 27th day of May, 2002, 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
3600 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:

TOWNSHIP 2 NORTH, RANGE 7 EAST OF THE SALT LAKE BASE AND MERIDIAN

Section 2: All
Section 3: Southeast Quarter
Section 10: All
Section 11: All

TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE SALT LAKE BASE AND MERIDIAN

Section 35: All

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.

APN SS-256, NS-693, SS-257, NS-690, SS-293

Tract # K-UT-SU-012 & K-UT-SU-001W

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.

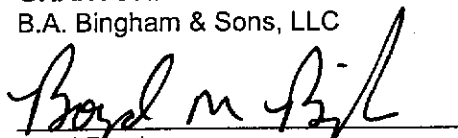
This Amendment will be binding upon and inure to the benefit of the heirs, successors and assigns of the parties to this Amendment.

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 27th day of May, 2002.

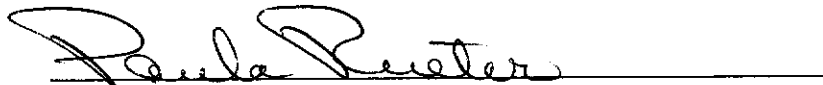
GRANTOR:

B.A. Bingham & Sons, LLC



Boyd Bingham

KERN RIVER GAS TRANSMISSION COMPANY:



Attorney-in-Fact

00621060 Bk01453 Pg00814

ACKNOWLEDGMENT

STATE OF Utah)

COUNTY OF Box Elder)

The foregoing instrument was acknowledged before me this 27th day of May, 2002, by

Boyd Bingham

My Commission Expires:

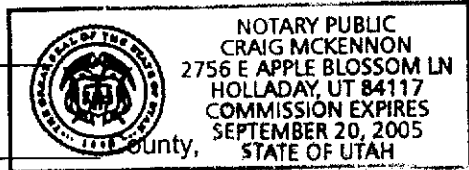
9-20-2005

Craig McKennon

Notary Public in and for

Salt Lake

State of Utah



ACKNOWLEDGMENT--ATTORNEY-IN-FACT

STATE OF UTAH

COUNTY OF SALT LAKE

On this 4th day of June, 2002, Paula Rueter, personally appeared before me and being by me duly sworn, did say that she 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 Rueter acknowledged to me that she as such Attorney-in-Fact executed the same.

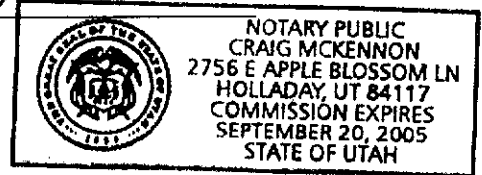
My Commission Expires:

9-20-2005

Craig McKennon

Notary Public in and for

Salt Lake County, State of Utah



00621060 Bk01453 Pg00815