

Recorded at the request of
Kern River Gas Transmission Company

When Recorded Mail to:
Kern River Gas Transmission Company
3683 West 2270 South, Suite C
Salt Lake City, UT 84120
Attn: Cynthia Lowrey

00631023 Bk01470 Pg01582-01586

ALAN SPRIGGS, SUMMIT CO RECORDER
2002 SEP 05 08:21 AM FEE \$19.00 BY DMG
REQUEST: KERN RIVER GAS TRANSMISSION CO

Assessor Parcel Number SS-283, NS-690

AMENDMENT TO RIGHT-OF-WAY and EASEMENT CONTRACT

This Right-of-Way Contract Amendment ("Amendment") is dated this 4 day of Sept, 2002, by and between Kern River Gas Transmission Company, located at P.O. Box 58900, Salt Lake City, Utah 84158-0900 ("Grantee"), 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

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 as shown in Exhibit "A" attached hereto and made a part hereof.
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 easement area.

Tract # K-UT-SU-012

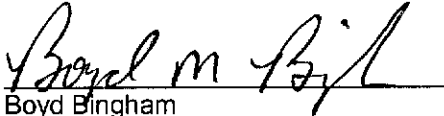
This Amendment will be binding upon and inure to the benefit of the heirs, successors and assigns of the parties to this Amendment.

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 4 day of September, 2002.

GRANTOR:

B.A. Bingham & Sons, LLC


Boyd Bingham

KERN RIVER GAS TRANSMISSION COMPANY:


Attorney-in-fact

00631023 Bk01470 Pg01583

Tract # K-UT-SU-012

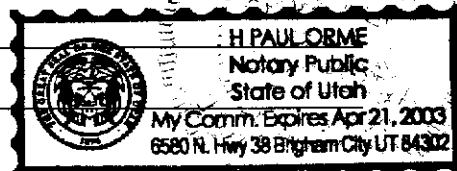
ACKNOWLEDGMENT

STATE OF Utah)

COUNTY OF Box Elder)

The foregoing instrument was acknowledged before me this 4th day of September, 2002 by

Boyd Brigham



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)

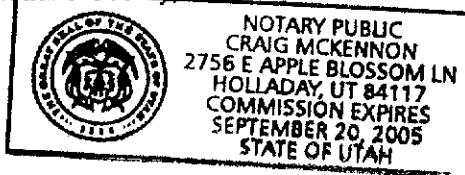
On this 4th day of September, 2002, Paula Rueter, personally appeared before me and being by me duly sworn, did say that she is the Attorney-in-Fact of Kern River Gas Transmission Company, and that the Agreement was signed on behalf of Kern River Gas Transmission Company and said Paula Rueter acknowledged to me that she as such Attorney-in-Fact executed the same.

My Commission Expires:

Craig McKinnon
Notary Public in and for

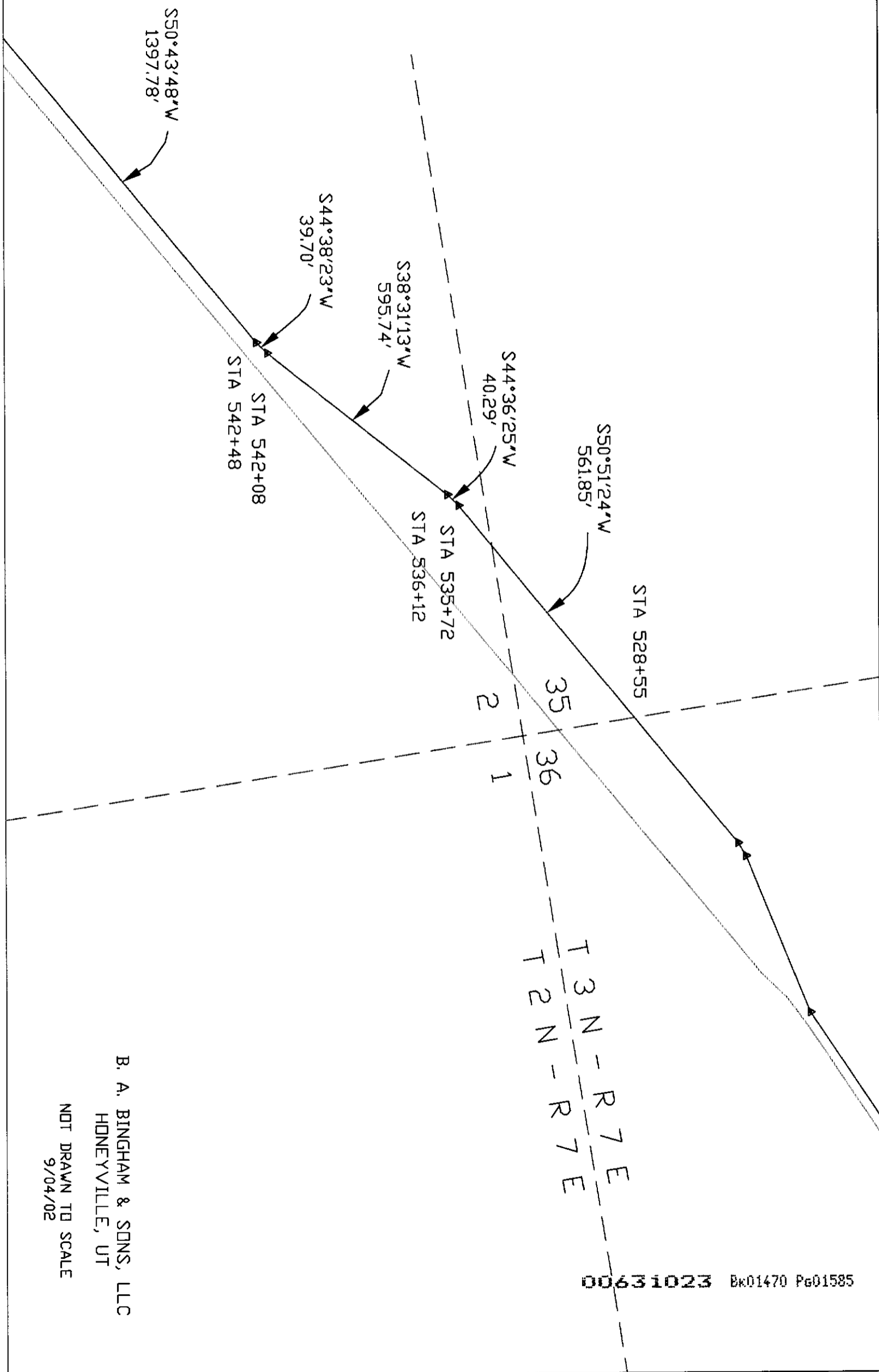
9-20-2005

Salt Lake County, State of Utah



Tract # K-UT-SU-012

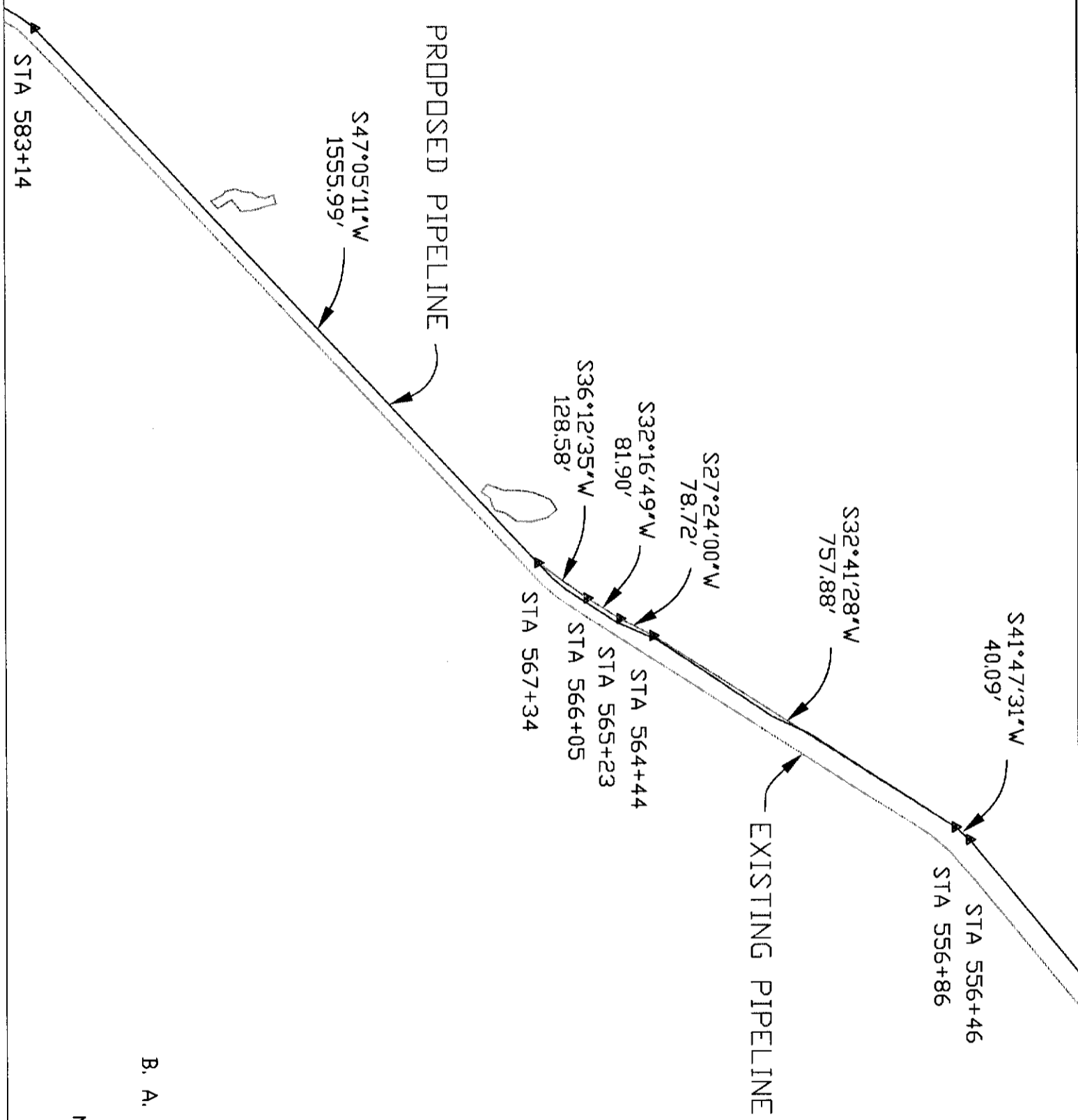
EXHIBIT " A-1 "



B. A. BINGHAM & SONS, LLC
 HONEYVILLE, UT

NOT DRAWN TO SCALE
 9/04/02

EXHIBIT " A-2 "



B. A. BINGHAM & SONS, LLC
HONEYVILLE, UT

NOT DRAWN TO SCALE
9/04/02