

Recorded at the request of
Kern River Gas Transmission Company

When Recorded Mail to:
Paragon Partners Ltd
5762 Bolsa Avenue, Suite 201
Attn: KRGT Title Supervisor

Huntington Beach, CA
92649

00668873 Bk01560 Pg01203-01205

ALAN SPRIGGS, SUMMIT CO RECORDER
2003 AUG 13 10:27 AM FEE \$16.00 BY DMG
REQUEST: PARAGON PARTNERS LTD

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION IN THAT CERTAIN DOCUMENT RECORDED JANUARY 23, 2002, AS DOCUMENT NO. 00609001 IN BOOK 1429, PAGE 1894, IN THE OFFICIAL RECORDS OF SUMMIT COUNTY, UTAH.

Assessor Parcel Number NS-350-A

AMENDMENT TO RIGHT-OF-WAY and EASEMENT CONTRACT

This Right-of-Way Contract Amendment ("Amendment") is dated this 11th day of August, 2003, by and between Kern River Gas Transmission Company, located at P.O. Box 58900, Salt Lake City, Utah 84158-0900 ("Grantee"), and Debra Ann Jones, Wendy Lou Spencer, Jenny Lin Fullwiley and Connie Evans, whose address is 1023 S. Hoytsville Road, Coalville, UT 84017 ("current Grantor").

RECITALS:

- A Whereas, by assignment, Kern River Gas Transmission Company is the record owner of that certain Right-of-Way Contract granted to Wyoming-California Pipeline Company, filed April 20, 1990, Land Number 153U-2-32, "The Contract", recorded in the records of Summit County, in Book 561, Page 564, from Edmond Dean Rees and Ivaloo Ann Rees, as Grantor, 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 5 EAST OF THE SALT LAKE BASE AND MERIDIAN

Section 8: Beginning North 1897.70 feet and west 922.07 feet from the South ¼ corner of Section 8, Township 2 North, Range 5 East, Salt Lake Base and Meridian; and running thence North 55°46' West 164.0 Feet, thence North 13° 33' East 119.28 feet, thence North 54°43' West 224.28 feet, thence South 76°40' West 216.50 feet, thence South 59°14' West 76.76 feet, thence South 71°42' West 247.35 feet, thence South 82°33' West 132.40 feet, thence South 72°43' West 123.43 feet, thence South 81°22' West 282.70 feet, thence North 75°46' West 372.75 feet to the Section line, thence South along said section line 1970.0 feet more or less to the section line common to sections 8 and 17, thence East along said Section line 1718 feet to a point 822.88 feet West of the ¼ section line, thence North 06°56' West 26.27 feet, thence North 12°47' West 319.0 feet, thence North 0° 39' East 193.6 feet, thence North 15°36' West 99.7 feet, thence North 29°02' West 126.0 feet, thence North 03°38' East 758.0 feet, thence North 20°18' East 198.0 feet, thence North 02°27' West 110.0 feet to the point of beginning. Containing 75.3 acres more or less.

Tract # K-UT-SU-040W

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.

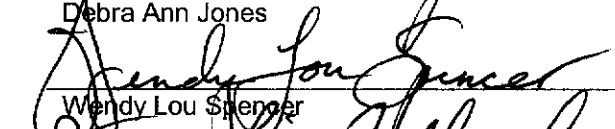
This Amendment will be binding upon and inure to the benefit of the heirs, successors and assigns of the parties to this Amendment.

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

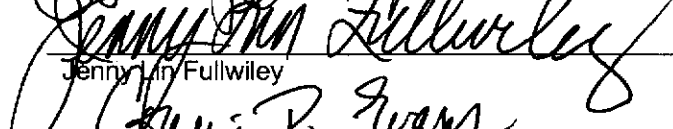
IN WITNESS WHEREOF, the parties have executed this Amendment as of this 11th day of August, 2003.



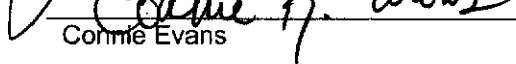
Debra Ann Jones



Wendy Lou Spencer



Jenny Lin Fullwiley



Connie Evans

Kern River Gas Transmission Company



Attorney-in-Fact

Tract # K-UT-SU-040W

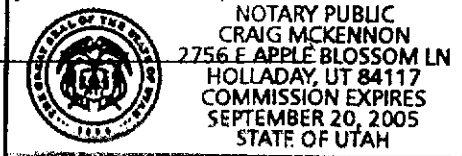
ACKNOWLEDGMENT

STATE OF Utah)

COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 5th day of August, 2003 by Debra Ann Jones

My Commission Expires:



Craig McKennon
Notary Public in and for Salt Lake County,

State of Utah

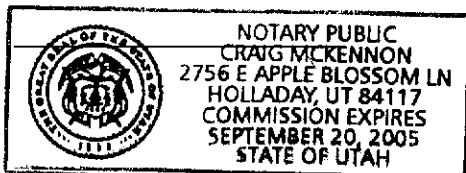
ACKNOWLEDGMENT

STATE OF Utah)

COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 9th day of August, 2003 by Wendy Lou Spencer, Jenny Lin Fullwiley, and Connie Evans

My Commission Expires:



Craig McKennon
Notary Public in and for Salt Lake County,

State of Utah

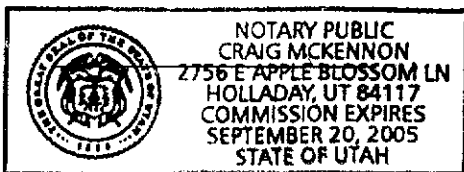
ACKNOWLEDGMENT--ATTORNEY-IN-FACT

STATE OF Utah)

COUNTY OF Salt Lake)

On this 11th day of August, 2003, Peter A. Porter, 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 Peter A. Porter acknowledged to me that ~~she~~ he as such Attorney-in-Fact executed the same.

My Commission Expires:



Craig McKennon
Notary Public in and for

Salt Lake County,

State of Utah

Tract # K-UT-SU-040W