

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

8067630
11/21/2001 11:40 AM 18.00
Book - 8529 Pg - 3768-3770
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
KERN RIVER GAS TRANSMISSION CO
1615 W 2200 S STE. C
SLC UT 84119
BY: RDJ, DEPUTY - WI 3 P.

8067630

Assessor Parcel Number 33-21-200-001, 33-22-100-001, 26-25-200-006 & 26-25-400-023

AMENDMENT TO RIGHT-OF-WAY and EASEMENT CONTRACT

This Right-of-Way Contract Amendment ("Amendment") is dated this 20th day of November, 2001, by and between Kern River Gas Transmission Company, located at P.O. Box 58900, Salt Lake City, Utah 84158-0900 ("Grantee"), and Shirley C. Butterfield, Trustees of the BUTTERFIELD FAMILY TRUST, dated the 20th day of March, 1990, whose address is 265 West Main, Herriman, Utah 84065 ("current Grantor").

RECITALS:

- A. Whereas, by that certain Right-of-Way Contract filed 1/31/91, "The Contract", Land Number 251W, 287W, & 289W, recorded in the records of Salt Lake County, Book, 6287, Page 2, James Eldon Butterfield, Trustee of the BUTTERFIELD FAMILY TRUST and Shirley C. Butterfield, Trustee of the BUTTERFIELD FAMILY TRUST, as Grantors, granted and conveyed unto Grantee a right-of-way on, over and through certain real property situated in Salt Lake 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 3 SOUTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN

Section 25: Beginning at a point at the East quarter corner of Section 25, and running thence North 89°33'26" West along the quarter section line 654.84 feet; thence North 0°05'38" East 1323.40 feet more or less to the 40-acre line; thence South 89°54'27" East along the 40-acre line 656.04 feet to the section line; thence South 0°08'45" West along the section line 1323.75 feet more or less to the point of beginning, less tract deeded to Utah Power & Light Company. Together with a right-of-way over the following described tract: Beginning at a point on the 40-acre line 654.84 feet West of the East quarter corner of Section 25, and running thence North 89°33'26" West 681.68 feet; thence North 0°05'38" East 25 feet; thence South 89°33'26" East 681.68 feet; thence South 0°05'38" West 25 feet to the point of beginning.

Also, Commencing at a point which is located North 90°53'36" West 224.67 feet from the East quarter corner of Section 25, said point also being located on the Southwesterly boundary of a 110.0 foot right-of-way owned by Utah Power & Light Company; thence South 37°20'36" East 268.31 feet along the boundary of said right-of-way; thence South 2385.49 feet to a point on the North boundary of State Highway 111; thence North 89°22'26" West 425.14 feet along the boundary of said highway; thence North 2594.64

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BK 8529 PG 3768

feet; thence South 89°53'36" East 262.36 feet to the point of beginning, containing 24.93 acres, more or less.

TOWNSHIP 4 SOUTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN

Section 21: Lot 1

Section 22: The North half of the Northwest quarter of the Northwest quarter and South half of the Southwest quarter of Northwest quarter less tract deeded to State Road Commission.

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 20th day of November, 2001.

Grantor:
BUTTERFIELD FAMILY TRUST, dated the 20th day of
March, 1990.

Shirley C. Butterfield Trust
Shirley C. Butterfield, Trustee

KERN RIVER GAS TRANSMISSION COMPANY

Paula Kuster
Attorney-in-Fact

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ACKNOWLEDGMENT

STATE OF UTAH

COUNTY OF SALT LAKE



The foregoing instrument was acknowledged before me this 20th day of NOVEMBER, 2001, by

SHIRLEY C BUTTERFIELD BL
Marilyn E Goodrich

My Commission Expires: 8-15-02

Notary Public in and for
SALT LAKE County,
State of UTAH

ACKNOWLEDGMENT--ATTORNEY-IN-FACT

STATE OF UTAH

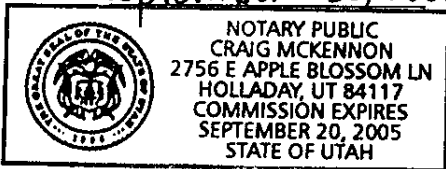
COUNTY OF SALT LAKE

On this 20 day of November, 2001, PAULA Rueter, 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 Rueter 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

September 20, 2005



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