

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
2510como.lc; RW01

E 100686 B 221 P 0693
Date 30-SEP-2005 3:13pm
Fee: 14.00 Check
BRENDA NELSON, Recorder
Filed By LRH
For QUESTAR GAS COMPANY
MORGAN COUNTY

Space above for County Recorder's use
PARCEL I.D.# 00-0002-3526

RIGHT-OF-WAY AND EASEMENT GRANT
UT 21359

COMO SPRINGS RESORT, L.L.C. a Utah Limited Liability Company

"Grantor", does hereby convey and warrant to QUESTAR GAS COMPANY, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities (hereinafter collectively called "facilities") through and across the following-described land and premises situated in the County of Morgan, State of Utah, to-wit:

Land of the Grantor located in Section 31, Township 4 North, Range 3 East, Salt Lake Base and Meridian;

The said right-of-way and easement shall extend through and across the above-described land and premises as follows, to-wit:

Beginning at a point East 206.88 feet and North 1,848.03 feet from the Southwest corner of said Section 31, said point being on the North line of 100 S. Street; running thence West 40.20 feet; thence North 60°09'46" East 272.30 feet; thence North 61°19'36" East 117.55 feet; thence North 79°47'53" East 142.05 feet; thence North 86°42'43" East 23.23 feet; thence North 75°13'04" East 94.12 feet; thence North 64°12'08" East 68.85 feet; thence North 57°54'38" East 61.81 feet; thence North 54°30'01" East 277.29 feet; thence North 49°50'08" East 150.08 feet to the edge of an existing Questar Gas Company right of way; thence South 40°09'52" East 20.00 feet; thence South 49°50'08" West 150.89 feet; thence South 54°30'01" West 278.70 feet; thence South 57°54'38" West 63.50 feet; thence South 64°12'08" West 71.88 feet; thence South 75°13'04" West 98.06 feet; thence South 86°42'43" West 24.03 feet; thence South 79°47'53" West 137.59 feet; thence South 61°19'36" West 114.09 feet; thence South 60°09'46" West 237.22 feet to the point of beginning.

TO HAVE AND TO HOLD the same unto said QUESTAR GAS COMPANY, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right-of-way to maintain, operate, repair, inspect, protect, remove and replace the same. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction,

maintenance, repair, removal or replacement of the facilities. Grantor(s) shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the facilities or any other rights granted to Grantee hereunder.

Grantor(s) shall not build or construct, nor permit to be built or constructed, any building or other improvement over or across said right-of-way, nor change the contour thereof, without written consent of Grantee; provided, however, that nothing contained herein shall prohibit Grantor from building or constructing, or permitting to be built or constructed curb and gutter, sidewalks, pavement, landscaping or similar improvements over and across said right-of-way, so long as said improvements do not damage said facilities.

Grantor retains the right to cause Grantee to relocate the Facilities one time, within five years of the date of this Right-of-Way and Easement Grant, to a location mutually acceptable to Grantor and Grantee. Should Grantor exercise such right, Grantee shall pay all actual costs associated with the relocation of the Facilities, except that Grantor will provide, free of charge, a right-of-way satisfactory to Grantee for the new location. Upon completion of the relocation of the Facilities and other improvements, Grantee will convey, via quit-claim deed, the rights granted herein back to Grantor or its successor. Grantor shall have no further right to cause Grantee to relocate the Facilities including, but not limited to, any right to cause relocation of the facilities more than one time or to cause relocation of the facilities any time after the five-year anniversary of the date of this Right-of-Way and Easement Grant.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor(s) and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

WITNESS the execution hereof this 15th day of September, 2005.

COMO SPRINGS RESORT, L.L.C.

By-

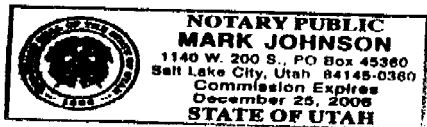

BRUCE BOLINDER, MEMBER

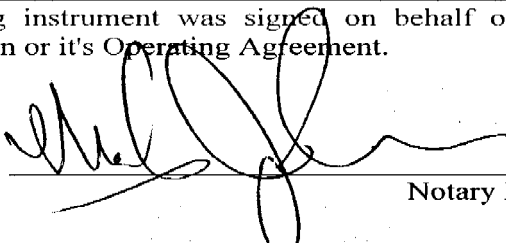
By-


GARRY BOLINDER, MEMBER

STATE OF UTAH)
) ss.
COUNTY OF Salt Lake)

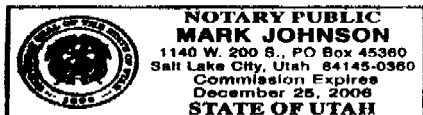
On the 21st day of September, 2005, personally appeared before me
BRUCE BOLINDER who, being duly sworn,
did say that he is a MEMBER of COMO SPRINGS RESORT, LLC A UTAH LIMITED
LIABILITY COMPANY, and that the foregoing instrument was signed on behalf of said
company by authority of it's Articles of Organization or it's Operating Agreement.

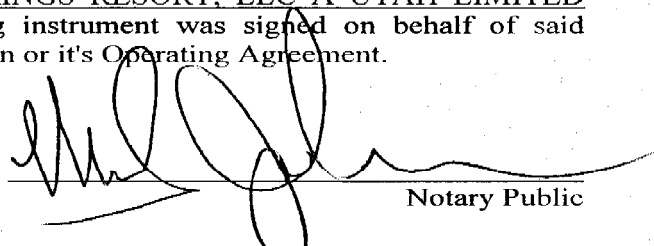



Notary Public

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) ss.
COUNTY OF Salt Lake)

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