WHEN RECORDED MAIL TO: Questar Regulated Services Company P.O. Box 45360, Right-of-way Salt Lake City, UT 84145-0360 1825zerm.pe; RW01

Ent 249608 Bk 0581 Pg 0815-0818
ELIZABETH PARCELL, Recorder
WASATCH COUNTY CORPORATION
2002 OCT 11 3:35pm Fee 16.00 MWC
FOR QUESTAR

Space above for County Recorder's use PARCEL I.D.#

## RIGHT-OF-WAY AND EASEMENT GRANT UT 20531

ZERMATT RESORT, LTD., a Utah Limited Partnership

"Grantor(s)", by and through MATTERHORN DEVELOPMENT, INC., General Partner, do(es) 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 (referred to in this Grant as the "Easement") to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities (referred to in this Grant collectively as "Facilities") as follows: Eight feet on each side of the centerlines shown on the attached plat, designated Exhibit "A", and by reference made a part of this Grant, which centerlines are within that certain development known as ZERMATT RESORT, in Midway, Wasatch County, Utah, which development is more particularly described as:

Land of Grantor located in Section 27, Township 3 South, Range 4 East, SLB&M;

Beginning at a point which is East 119.99 feet and North 588.58 feet from the 1996 Wasatch County Surveyor's brass cap of the Southwest Corner of Section 27, Township 3 South, Range 4 East, Salt Lake Base and Meridian:

Thence N 15'30'00" E 235.81 feet; Thence N 02'07'18" W 447.43 feet; Thence N 74'38'54" W 117.73 feet; Thence N 18'53'27" W 84.66 feet; Thence N 46'39'06" W 10.05 feet; Thence N 40'37'04" E 103.38 feet; Thence N 49'11'44" E 193.12 feet; Thence N 75'46'56" E 257.89 feet; Thence N 25'22'29" E 43.87 feet; Thence N 27'00'00" E 33.37 feet; Thence S 63'15'36" E 93.67 feet; Thence along the arc of a 190.00 foot radius curve to the left 76.60 feet ( Curve has a central angle of 27'06'00" and a chord bearing S 74'48'36" E 76.09 feet); Thence S 86'21'37" E 55.78 feet; Thence along the arc of a 140.00 foot radius curve to the left 91.56 feet ( Curve has a central angle of 37'28'14" and a chord bearing N 74'54'16" E 89.94 feet); Thence N 56'10'09" E 16.96 feet; Thence along the arc of a 110.00 foot radius curve to the right 62.98 feet ( Curve has a central angle of 37'48'19" and a chord bearing N 72'34'18" E 62.12 feet ); Thence N 88'58'28" E 4.34 feet; Thence along the arc of a 90.00 foot radius curve to the right 56.45 feet ( Curve has a central angle of 35'56'11" and a chord bearing S 73'03'27" E 55.53 feet ); Thence S 55'05'21" E 3.01 feet; Thence along the arc of a 160.00 foot radius curve to the left 39.23 feet ( Curve has a central angle of 14'02'49" and a chord bearing S 62'06'46" E 39.13 feet ); Thence S 69'08'11" E 54.59 feet; Thence S 00'50'57" W 783.33 feet; Thence N 72'46'42" W 146.52 feet; Thence S 01'07'57" W 47.20 feet; Thence S 07'00'00" W 114.66 feet; Thence West 46.77 feet; Thence S 45'00'00" W 94.21 feet; Thence West 219.92 feet; Thence S 07'00'00" W 119.78 feet; Thence S 07'18'31" E 165.70 feet; Thence S 00th 10.00 feet; Thence N 89'05'00" W 353.74 feet to the point of beginning.

TO HAVE AND TO HOLD the same unto its successors and assigns, so long as Grantee shall require with the right of ingress and egress to and from the Easement to maintain, operate, repair,

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inspect, protect, remove and replace the Facilities. During temporary periods, Grantee may use such portion of the property along and adjacent to the Easement 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 the surface of the Easement except for the purposes for which this Easement is granted provided such use does not interfere with the Facilities or any other rights granted to Grantee by this Grant.

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. This Grant shall be binding upon the successors and assigns of Grantor(s) and may be assigned in whole or in part by Grantee without further consideration.

It is hereby understood that any person(s) securing this Grant on behalf of Grantee are without authority to make any representations, covenants or agreements not expressed in this Grant.

WITNESS the execution hereof this 30 day of September , 2002.

ZERMATT RESORTS, LTD.

By- Matterhorn Development, Inc., General Partner

By: Thut & Miller

Robert L. Fuller, President

STATE OF UTAH

ss.

COUNTY OF UTAH

On the day of da

Notary Public

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State of Utah My Comm. Expires Jul 6,3000 1219 South 800 East Orem UT 64007

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