

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

5099bri3.pp

RIGHT-OF-WAY AND EASEMENT GRANT

UT 19594

BRIAN HEAD RESORT, LTD., a Utah Limited Partnership, Grantor, by and through BRIAN HEAD RESORT, INC., General Partner, does hereby convey 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 non-exclusive right-of-way and easement 15.0 feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace natural gas pipelines, valves, valve boxes and other gas transmission and distribution facilities (hereinafter collectively called "facilities"), said right-of-way being situated in the County of Iron, State of Utah, and more particularly described as follows, to-wit:

A right-of-way and easement 15.0 feet in width, 7.5 feet on each side of the following described centerline:

Beginning at a point which is situated N. 51°44'37" E. 6744.69 feet from the Southwest Corner of Section 35, Township 35 South, Range 9 West, SLB&M, thence S. 62°34'22" W. 32.35 feet, thence S. 75°23'09" W. 62.02 feet, thence N. 52°53'06" W. 182.82 feet to a point of curve, thence around the arc of a curve to the left with a radius of 247.50 feet a distance of 87.48 feet (the chord of said curve bears N. 63°00'37" W. 87.02 feet), thence S. 16°51'52" W. 45.00 feet to a point of curve, thence around the arc of a curve to the left with a radius of 202.50 feet a distance of 234.87 feet (the chord of said curve bears S. 73°38'14" W. 221.93 feet), thence S. 40°24'35" W. 256.53 feet to a point of curve, thence around the arc of a curve to the right with a radius of 227.50 feet a distance of 66.95 feet (the chord of said curve bears S. 48°50'25" W. 66.71 feet), thence S. 57°16'16" W. 248.00 feet to a point of curve, thence around the arc of a curve to the right with a radius of 227.50 feet a distance of 10.69 feet (the chord of said curve bears S. 58°37'04" W. 10.69 feet), thence S. 59°57'51" W. 151.34 feet to a point of curve, thence around the arc of a curve to the left with a radius of 172.50 feet a distance of 17.45 feet (the chord of said curve bears S. 57°04'00" W. 17.44 feet), thence S. 54°10'09" W. 157.89 feet to a point of curve, thence around the arc of a curve to the left with a radius of 172.50 feet a distance of 22.02 feet (the chord of said curve bears S. 50°30'42" W. 22.01 feet), thence S. 46°51'14" W. 587.21 feet, thence S. 47°24'20" W. 632.89 feet to a point of curve, thence around the arc of a curve to the right with a radius of 427.50 feet a distance of 10.16 feet (the chord of said curve bears S. 48°05'10" W. 10.16 feet), thence S. 48°46'00" W. 407.71 feet to a point of curve, thence around the arc of a curve to the right with a radius of 227.50 feet a distance of 52.73 feet (the chord of said curve bears S. 55°24'26" W. 52.62 feet), thence S. 62°02'51" W. 156.00 feet to a point of curve, thence around the arc of a curve to the left with a radius of 372.50 feet a distance of 9.70 feet (the chord of said curve bears S. 61°18'07" W. 9.70 feet), thence S. 60°33'22" W. 136.03 feet to a point of curve, thence around the arc of a curve to the right with a

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PATSY CUTLER - IRON COUNTY RECORDER
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 REQUEST: QUESTAR GAS

Grantor 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 Grantor shall be entitled to install asphalt paving, curb,

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 along existing roads 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 all the facilities. Grantee's facilities shall be below ground except for occasional pipeline markers and cathodic test leads. Grantee shall reseed and restore any property Grantee damages as near as practicable to the condition it was prior to Grantee's entry onto the property. Grantor 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.

radius of 227.50 feet a distance of 28.43 feet (the chord of said curve bears S. 64°08'12" W. 28.41 feet), thence S. 67°43'02" W. 79.05 feet to a point of curve, thence around the arc of a curve to the right with a radius of 227.50 feet a distance of 20.86 feet (the chord of said curve bears S. 70°20'39" W. 20.85 feet), thence S. 72°58'15" W. 228.27 feet to a point of curve, thence around the arc of a curve to the left with a radius of 448.50 feet a distance of 402.76 feet (the chord of said curve bears S. 47°14'40" W. 389.36 feet), thence S. 21°31'05" W. 240.35 feet to a point of curve, thence around the arc of a curve to the right with a radius of 227.50 feet a distance of 25.96 feet (the chord of said curve bears S. 24°47'13" W. 25.94 feet), thence S. 28°03'21" W. 479.21 feet, thence S. 27°50'29" W. 538.78 feet to a point of curve, thence around the arc of a curve to the right with a radius of 355.00 feet a distance of 134.37 feet (the chord of said curve bears S. 38°41'06" W. 133.57 feet), thence S. 49°31'43" W. 251.09 feet to a point of curve, thence around the arc of a curve to the left with a radius of 498.50 feet a distance of 331.95 feet, (the chord of said curve bears S. 30°27'08" W. 325.85 feet), thence S. 11°22'32" W. 294.64 feet to a point of curve, thence around the arc of a curve to the right with a radius of 498.50 feet a distance of 34.04 feet (the chord of said curve bears S. 27°47'54" W. 34.04 feet), thence S. 25°50'31" W. 474.38 feet to a point of curve, thence around the arc of a curve to the left with a radius of 246.50 feet a distance of 156.53 feet (the chord of said curve bears S. 7°39'03" W. 153.91 feet), thence S. 10°32'26" E. 697.41 feet, thence S. 15°55'39" E. 206.98 feet to a point of curve, thence around the arc of a curve to the right with a radius of 89.00 feet a distance of 80.02 feet (the chord of said curve bears S. 7°45'17" W. 77.36 feet), more or less to a point on the northeasterly right-of-way line of State Highway U-143 which is situated S. 11°17'24" E. 2276.05 feet from the Southwest Corner of Section 35, Township 35 South, Range 9 West, SLB&M, said point being the end of the easement.

gutter, sidewalk and other typical road improvements on and over said easement without the consent of Grantee. Other utilities may be installed within the Right-of-Way by the Grantor, or any other entity to whom Grantor has given an easement, or other right within the property described herein. Such utilities must maintain a minimum of three feet parallel clearance (five feet preferred) from the gas pipeline. A minimum of 12 inches clearance must be maintained at the crossing point between other utilities and the gas pipeline, and such utilities must comply with the Damage to Underground Facilities Act, Utah Code Ann. §§ 54-82-1 et seq. Grantee will work with Grantor to minimize the number of trees removed from the Right-of-Way and will not clear cut anything wider than 35 feet during construction. Clearing will only occur in the green staked boundaries as staked and approved by Grantor on June 22, 2000. This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor 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.

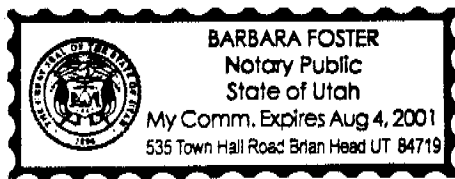
IN WITNESS WHEREOF, Grantor has caused its partnership name to be hereunto affixed this 26 day of June, 2000.

BRIAN HEAD RESORT, LTD.
 BY: BRIAN HEAD RESORT, INC., General Partner

By: [Signature]
 Henry Hornberger, Vice President

STATE OF UTAH)
) ss.
 COUNTY OF)

On the 26th day of June, 2000, personally appeared before me Henry Hornberger, Vice President of Brian Head Resort, Inc., who, being duly sworn, did say that Brian Head Resort, Inc is General Partner of Brian Head Resort, Ltd., and that the foregoing instrument was signed on behalf of said partnership by authority of the articles of partnership, and said Henry Hornberger, Vice President of Brian Head Resort, Inc. acknowledged to me that said partnership duly executed the same.



[Signature]
 Notary Public