

RETURN TO:
MOUNTAIN FUEL SUPPLY COMPANY
P.O. BOX 11388
SALT LAKE CITY, UT 84147
ATTENTION: RIGHT-OF-WAY
GO 208

8662

RIGHT-OF-WAY AND EASEMENT GRANT

TWIN LAKES RESORT, INC.

a corporation of the State of Utah, Grantor, does hereby convey and warrant to MOUNTAIN FUEL SUPPLY COMPANY, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement 20 feet in width 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 Washington, State of Utah, to-wit:

Land of the Grantor located in Section 21, Township 42 South, Range 15 West, Salt Lake Base and Meridian;

the centerline of 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 South 1888.05 feet and East 857.72 feet from the Northeast corner of Section 21, Township 42 South, Range 15 West, Salt Lake Base and Meridian; thence South 83°56'07" West 18.62 feet, thence South 77°38'38" West 122.07 feet, thence North 69°20'34" West 54.96 feet, thence North 3°22'11" West 128.52 feet, thence North 21°28'49" West 148.16 feet, thence South 8°00'28" West 56.97 feet, thence South 41°35'22" West 40.46 feet to the easterly boundary of Twin Lakes Resort Phase 1.

TO HAVE AND TO HOLD the same unto said Mountain Fuel Supply 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 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 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 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.

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RUSSELL SHIRTS * WASHINGTON CO RECORDER
1994 MAY 26 11:45 AM FEE \$12.00 BY CB
FOR MOUNTAIN FUEL SUPPLY COMPANY

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 corporate name and seal to be hereunto affixed this 30 day of March, 1994.

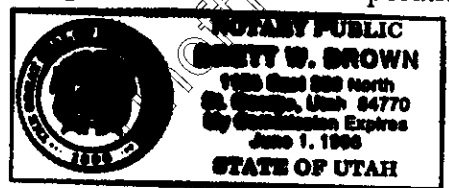
ATTEST:

[Signature]
James L. Haslem, Secretary

By: [Signature]
Jeffery A. Lee, President

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On the 30th day of March, 1994, personally appeared before me James L. Haslem, and Jeffery A. Lee who, being duly sworn, did say that they are the Secretary and President respectively, of Twin Lakes Resort, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors (or)* its Bylaws, and said James L. Haslem and Jeffery A. Lee acknowledged to me that said corporation duly executed the same.



[Signature]
Notary Public

Residing at St. George

My Commission Expires:
6-1-96