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

5099brian.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 to lay, maintain, operate, repair, inspect, protect, remove and replace natural gas pipelines, valves, valve boxes and other underground 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:

Land of Grantor located in the Southwest Quarter of Section 25, Northwest Quarter of Section 36, and the Northeast Quarter of Section 35, Township 35 South, Range 9 West, Salt Lake Base and Meridian;

Beginning at a point North 18.66 feet and East 898.79 feet from the East Quarter corner of Section 26, Township 35 South, Range 9 West, Salt Lake Base and Meridian; thence South 17°6'39" West, 105.14 feet; thence South 13°54'47" West, 65.8 feet; thence South 29°18'50" West, 63.67 feet; thence South 36°45'25" West, 66.75 feet; thence South 41°4'26" West, 87.81 feet; thence South 33°56'19" West, 65.58 feet; thence South 41°6'45" West, 57.4 feet; thence South 22°25'32" West, 46.57 feet; thence South 13°13'19" West, 156.35 feet; thence South 12°4'1" West, 134.97 feet; thence South 10°15'3" East, 109.11 feet; thence South 1°45'26" East, 76.67 feet; thence South 2°14'22" West, 68.28 feet; thence South 10°38'14" East, 162.79 feet; thence South 0°8'38" West, 47.42 feet; thence South 28°35'28" West, 255.47 feet; thence South 33°47'59" West, 72.06 feet; thence South 14°40'23" West, 54.91 feet; thence South 7°36'45" East, 165.06 feet; thence South 5°36'46" East, 90.25 feet; thence South 7°12'46" East, 116.57 feet; thence South 1°43'20" West, 49.71 feet; thence South 7°9'8" East, 65.69 feet; thence South 18°8'41" East, 132.29 feet; thence South 11°32'58" East, 40.91 feet; thence South 17°51'12" East, 68.89 feet; thence South 41°6'34" West, 133.82 feet; thence South 23°15'3" West, 64.01 feet; thence South 5°30'53" West, 54.81 feet; thence South 21°0'16" East, 217.48 feet; thence South 17°0'17" East, 114.56 feet; thence South 0°2'48" East, 120.54 feet; thence South 0°37'24" West, 106.7 feet; thence South 12°40'7" East, 195.3 feet; thence South 12°5'16" East, 83.61 feet; thence South 3°33'41" East, 86.82 feet; thence South 3°37'12" West, 116.15 feet; thence South 70°34'55" West, 131.57 feet; thence South 70°15'44" West, 138.96 feet; thence South 71°26'54" West, 130.7 feet; thence South 55°25'23" West, 120.6 feet; thence South 53°15'38" West, 91.61 feet; thence South 44°4'58"

West, 79.56 feet; thence South 26°26'55" West, 84.46 feet; thence South 50°48'19" West, 58.32 feet; thence South 62°31'13" West, 57.6 feet; thence South 73°41'4" West, 52.51 feet; thence North 58°36'26" West, 272.03 feet; thence South 88°7'55" West, 91.17 feet; thence South 58°36'27" East, 370.37 feet; thence North 73°41'7" East, 79.5 feet; thence North 62°31'14" East, 67.62 feet; thence North 50°48'14" East, 74.24 feet; thence North 26°26'59" East, 87.5 feet; thence North 44°4'53" East, 67.79 feet; thence North 53°15'42" East, 86.66 feet; thence North 55°25'22" East, 112.62 feet; thence North 71°26'53" East, 124.19 feet; thence North 70°15'45" East, 139.34 feet; thence North 70°34'54" East, 164.5 feet; thence North 3°37'13" East, 152.36 feet; thence North 3°33'42" West, 93.69 feet; thence North 12°5'16" West, 87.59 feet; thence North 12°40'7" West, 189.73 feet; thence North 0°37'25" East, 101.17 feet; thence North 0°2'47" West, 128.28 feet; thence North 17°0'18" West, 123.76 feet; thence North 21°0'16" West, 207.44 feet; thence North 5°30'53" East, 35.22 feet; thence North 23°15'3" East, 48.36 feet; thence North 41°6'34" East, 154.23 feet; thence North 17°51'12" West, 94.4 feet; thence North 11°32'55" West, 41.03 feet; thence North 18°8'41" West, 130.36 feet; thence North 7°9'8" West, 57 feet; thence North 1°43'17" East, 49.74 feet; thence North 7°12'44" West, 119.78 feet; thence North 5°36'49" West, 90.42 feet; thence North 7°36'44" West, 156.08 feet; thence North 14°40'25" East, 36.63 feet; thence North 33°47'56" East, 65.91 feet; thence North 28°35'29" East, 270.41 feet; thence North 0°8'42" East, 64.81 feet; thence North 10°38'13" West, 161.87 feet; thence North 2°14'19" East, 64.38 feet; thence North 1°45'25" West, 82.13 feet; thence North 10°15'4" West, 102.97 feet; thence North 12°4'1" East, 124.6 feet; thence North 13°13'18" East, 151.82 feet; thence North 22°25'31" East, 34.31 feet; thence North 41°6'47" East, 52.3 feet; thence North 33°56'16" East, 65.59 feet; thence North 41°4'27" East, 86.58 feet; thence North 36°45'28" East, 71.89 feet; thence North 29°18'45" East, 73.68 feet; thence North 13°54'48" East, 71.17 feet; thence North 17°6'42" East, 114.95 feet; thence North 27°46'16" East, 5.78 feet, thence South 88°48'41" West 53.79 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 along existing roads to and from said right-of-way to maintain, operate, repair, inspect, protect, remove and replace the same. Grantee's facilities shall be below ground except for occasional pipeline markers and cathodic test leads. Grantee shall reseed and otherwise 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.

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, 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.

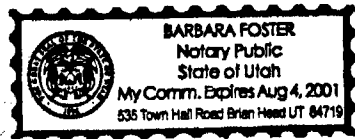
It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF, Grantor has caused its partnership name to be hereunto affixed this 12th day of July, 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 12th day of July, 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