

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

3832cpi.l
RWC
revised 12/14/5

RIGHT-OF-WAY AND EASEMENT GRANT

UT 19349

7234277

01/26/99 2:16 PM 14.00

NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
QUESTAR GAS COMPANY
PO BOX 45360
SLC, UT 84145-0360
REC BY: R JORDAN , DEPUTY - WI

7234277

CPI/WEST JORDAN, LLC, 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 20.00 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 Salt Lake, State of Utah, to-wit:

Land of the Grantor located in Section 22, Township 2 South, Range 1 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 West 717.98 feet and North 746.262 feet from the South Quarter Corner of said Section 22, said point being on the centerline of an existing Questar Gas Company easement; thence South 85°43'06" East 24.04 feet; thence 592.53 feet along the arc of a 2,886.00 foot radius curve to the right (chord bears North 11°45'49" East 591.49 feet, said arc is offset 29.00 feet east of Grantor's westerly property line arc); thence North 0°01'25" West 105.29 feet, to Grantor's north property line;

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. This right-of-way shall be binding upon and inure to the benefit of

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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.

Additional terms are set forth on the attached Utility Easement Addendum, designated as Exhibit "B", and by reference made a part of this Grant.

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.

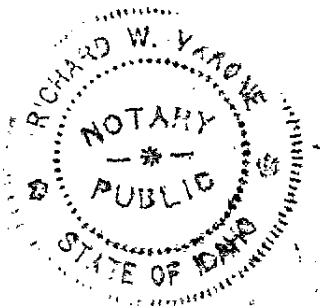
WITNESS the execution hereof this 16th day of December, 1998.

CPI/WEST JORDAN, LLC
An Idaho Limited Liability Company

CB By: [Signature]
Roger D. Cantlon, Manager

STATE OF IDAHO)
) ss.
COUNTY OF Ada)

On the 16th day of December, 1998, personally appeared before me Roger D. Cantlon who, being duly sworn, did say that he/she is a Manager of CPI/West Jordan, LLC, 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.



[Signature]
Notary Public

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CB

EXHIBIT B

UTILITY EASEMENT ADDENDUM

Grantor: CPI/West Jordan, LLC, an Idaho limited liability company

Grantee: Questar Gas Company

Instrument Date: DEC. 16, 1998

Anything in this instrument to the contrary notwithstanding, Grantee, by recording this instrument and/or exercising the rights herein granted, agrees to the following conditions:

- (a) The easement(s) herein granted are subject to all easements and encumbrances of record and are non-exclusive, provided later granted easements shall be subject to Grantee's rights and uses.
- (b) All lines, equipment and their related components and supports placed within the described easement area(s) by Grantee, or Grantee's agents or contractors, pursuant to this instrument ("Grantee's Property") shall remain the property of Grantee.
- (c) Grantor and its successors and assigns retain the right to full use of the surface and subsurface of the described easement area(s) except where Grantee has placed Grantee's Property, provided, however, Grantor will not erect any building or major structure within the described easement area(s).
- (d) Grantee shall maintain Grantee's Property in good order and repair and in a proper operating condition. Grantee shall bear the entire cost and expense of installation, inspection, repair and maintenance of Grantee's Property, including excavating and back fill, and shall restore as near as practicable any paving, parking lot striping, curbing, or other improvements, except buildings and other major structures, existing within the described easement area(s) which are disturbed by the construction or maintenance of Grantee's Property by Grantee, or Grantee's agents or contractors.
- (e) Grantee agrees that all work within the easement area(s) or in connection with this easement shall be done in a manner so as to minimize interference with the operations of, and public access to, the adjacent shopping center
- (f) After recording this instrument, Grantee shall provide Grantor with the date, instrument number, book and page of recording.

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