

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

1018cpi.lc
RW01

RIGHT-OF-WAY AND EASEMENT GRANT

UT 19349

7457840

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09/02/1999 08:30 AM 14.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
QUESTAR GAS COMPANY
P.O. BOX 45360
S.L.C. UT 84145-0360~~

CPI/WEST JORDAN, LLC, an Idaho Limited Liability Company in cooperation 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 20.0 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 North 1,324.963 feet and West 54.980 feet from the South Quarter Corner of said Section 22, said point being on Grantor's North property line; thence South 0°01'25" East 775.718 feet; thence South 3°47'25" West 274.994 feet, to Grantor's South 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 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.

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

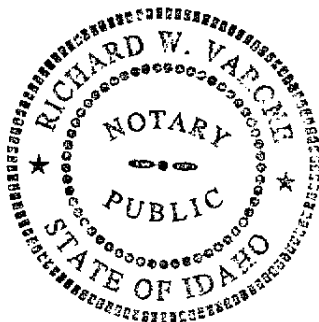
It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

WITNESS the execution hereof this 2nd day of June, 1999.

CPI/WEST JORDAN, LLC
An Idaho Limited Liability Company
By: [Signature]
Roger D. Cantlon, Manager

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On the 2nd day of June, 1999, 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

BK0K 8306P08152

EXHIBIT A

UTILITY EASEMENT ADDENDUM

Grantor: CPI/WEST JORDAN, LLC

Grantee: Questar Gas Company

Instrument Date: June 2, 1999

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 and 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.

1018CPI.ADD

7457840
09/02/1999 08:30 AM 14.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
QUESTAR GAS COMPANY
PO BOX 45360
SLC UT 84145-0360
BY: RDJ, DEPUTY - WI 3 P.

BOOK 8306 P 8154

09/02/1999 12:23