

7045047

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

7045047  
08/04/98 08:28 AM 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

**RIGHT-OF-WAY AND EASEMENT GRANT**  
UT 19081

CPI/West Jordan, LLC, a limited liability company of the State of Idaho, 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 30.0 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 the Southwest Quarter of 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 625.10 feet and North 48.45 feet from the South Quarter Corner of Section 22, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence North 89° 35' 58" West 90.84 feet; thence North 0° 01' 13" West 493.50 feet; thence 223.39 feet along the arc of a 2915.00 foot radius curve to the right, the chord of which bears North 1° 44' 22" East 223.33 feet;

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 the 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 above ground structures or other improvements 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.

Additional terms are set forth on the Easement Addendum.

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 6 day of May, 1998.

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

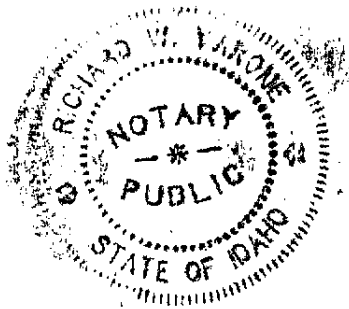
CB

By: [Signature]  
Roger D. Cantlon, Manager

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 6<sup>th</sup> day of May, in the year 1998, before me, a Notary Public in and for the State of Idaho, personally appeared Roger D. Cantlon, known or identified to me to be the manager of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



[Signature]  
NOTARY PUBLIC for Idaho  
Residing at Boise, Idaho  
My commission expires: 10/01/03

**EXHIBIT A**

**UTILITY EASEMENT ADDENDUM**

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

Grantee: Questar Gas Company

Instrument Date: May 6<sup>th</sup>, 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.

BK 8054 PG 2603