

MOUNTAIN FUEL SUPPLY COMPANY
P.O. BOX 11300
SALT LAKE CITY, UT 84139
ATTENTION: RIGHT-OF-WAY
GO 308

EASEMENT

900

4996998
04 DECEMBER 90 10:20 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
MOUNTAIN FUEL
REC BY: REBECCA GRAY, DEPUTY

4996998

KNOW ALL PEOPLE BY THESE PRESENTS, that South Towne Investors Limited Partnership, an Illinois limited partnership (hereinafter called "Grantor"), by and through its partners, ZM, Inc., for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, grants and conveys with ~~out~~ warranty unto Mountain Fuel Supply Company (hereinafter called "Grantee"), a Utah corporation, upon and subject to the terms and conditions of this Easement, a right-of-way and a non-exclusive easement to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities (hereinafter the "Facilities"), said right-of-way situated in the County of Salt Lake, State of Utah, and more particularly described as follows, to-wit:

Beginning at a point on an existing Mountain Fuel Supply Company right-of-way, South 920.00 feet and West 1678.00 feet from the Northeast Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence South 89° 56' 25" West 196.12 feet; thence South 79° 45' 44" West 204.69 feet to a point on Grantor's West property line; thence along said property line North 07° 18' 09" West 977.25 feet to a point on Grantor's North property line; thence along said property line South 89° 49' 53" East 15.13 feet; thence South 07° 18' 09" East 959.50 feet; thence North 79° 45' 44" East 190.23 feet; thence North 89° 56' 25" East 197.46 feet; thence South 00° 03' 35" East 15.00 feet to the point of beginning.

TO HAVE AND TO HOLD the same unto said Mountain Fuel Supply Company, its successors and assigns, so long as such facilities shall be needed by it, 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.

This easement is granted and accepted upon the following terms and conditions:

1. Grantee shall be responsible for the construction, installation, repair and maintenance of the Facilities and shall install the same in accordance with sound and generally accepted engineering and construction practices and procedures. All such installation shall be at the sole cost and expense of Grantee. Immediately upon completion of construction, Grantee, at its cost and expense, shall restore Grantor's property as near as practicable to its original grade and shall restore the condition of Grantor's property, including any landscaping and paving displaced by such construction, as near as practicable to the condition in which it existed prior to Grantee's construction.

FOUR COPY
SQ. RECORDER

BK 6273FC0805

2. The Facilities shall be installed underground in the easement area. Grantor may continue to use the surface thereof so long as Grantor's use does not interfere with Grantee's rights hereunder.

3. Grantee hereby acknowledges its understanding that the easement herein granted may cross, at one or more points, water piping, storm and sanitary sewers, and other utility systems or easement rights now in existence. Grantee hereby expressly agrees to exercise a reasonable degree of care in order to avoid any damage to or interference with such utilities or any other utilities; however, Grantee expressly agrees that in the event of any damage to or interference with any such or other utilities or easement rights, such damage or interference shall be at Grantee's sole cost and expense.

4. Grantor shall also have the right to pave, landscape, construct a berm, install rip-rap in or change the contour of the easement area or relocate dry creek to a point adjacent to the easement area in its sole discretion, except no structures shall be constructed thereon.

5. This easement 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.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Easement to be executed as of this 16th day of November, 1990.

GRANTOR:

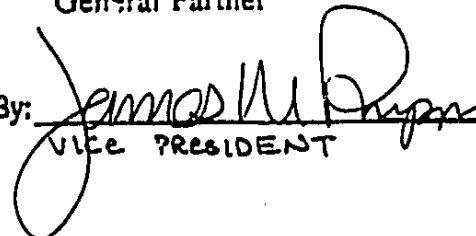
SOUTH TOWNE INVESTORS LTD PARTNERSHIP,
an Illinois Limited Partnership

By: ZELL/MERRILL LYNCH REAL ESTATE
OPPORTUNITY PARTNERS LIMITED
PARTNERSHIP, an Illinois Limited
Partnership

By: ZML Partners Limited Partnership, an Illinois
limited partnership, by general partner

By: ZM INVESTORS LTD PARTNERSHIP, an
Illinois Limited Partnership,
General Partner

By: ZM, INC., an Illinois Corporation,
General Partner

By: 
VICE PRESIDENT

RETURN TO:
MOUNTAIN FUEL SUPPLY COMPANY
P.O. BOX 11369
SALT LAKE CITY, UT 84130
ATTENTION: RIGHT-OF-WAY
GO 306

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On the 16th day of November, 19 90, personally appeared before me James M. Phipps, who, being duly sworn, did say that he/she is a Vice President of ZM, Inc., General Partner of SOUTH TOWNE INVESTORS LIMITED PARTNERSHIP, and that the foregoing instrument was signed on behalf of said partnership by authority of the articles of partnership, and said Vice President of ZM, Inc. acknowledged to me that said partnership duly executed the same.

Marc E. Bercoon
Notary Public

Residing at 844 S. MORGAN
CHICAGO, ILLINOIS 60607

My Commission Expires:

