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RETURN TO:
MOUNTAIN FUEL SUPPLY COMPANY
P.O. BOX 11000
SALT LAKE CITY, UT 84107
ATTENTION: RIGHT-OF-WAY
OO 208

B5B1

RIGHT-OF-WAY AND EASEMENT GRANT

5777492

SOUTH TOWNE INVESTORS LIMITED PARTNERSHIP

Grantor, by and through ZM, Inc., a Partner, does hereby convey and quit claim to MOUNTAIN FUEL SUPPLY 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 16 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 Salt Lake County, State of Utah, to-wit:

Land of the Grantor located in the Northeast Quarter of Section 13, Township 3 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 on an existing Mountain Fuel Supply Company right-of-way which is South 912.00 feet and West 1560.00 feet from the Northeast corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence East 315.00 feet; thence North 125.00 feet; thence East 280.00 feet;

TO HAVE AND TO HOLD the same unto said Mountain Fuel Supply 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 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 nothing herein shall prohibit Grantor from building or constructing, or permitting to be built or constructed curb and gutter, sidewalks, pavement, landscaping or similar improvements over and across said right-of-way, so long as said improvements do not damage said facilities. Grantee, following the installation or maintenance of the facilities, shall restore the surface of the right-of-way and any constructed improvements to, as near as practicable, the condition of the surface and the constructed

806904PC0708

NOT RECORDED
RECORDING FEE \$150.00
100 BOX 1132
SALT LAKE CITY, UTAH 84111
ATTENTION: RIGHT-OF-WAY
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improvements prior to said installation or maintenance.

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 17th day of MARCH, 1994.

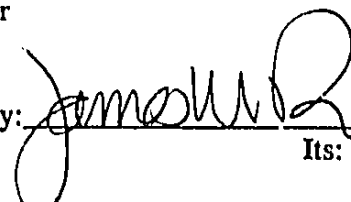
SOUTH TOWNE INVESTORS LIMITED PARTNERSHIP,
an Illinois limited partnership

By: ZELL/MERRILL LYNCH REAL ESTATE
OPPORTUNITY PARTNERS LIMITED PARTNERSHIP,
an Illinois limited partnership

By: ZML PARTNERS LIMITED PARTNERSHIP,
an Illinois Limited Partnership

By: ZM INVESTORS LIMITED PARTNERSHIP,
an Illinois limited partnership,
General Partner

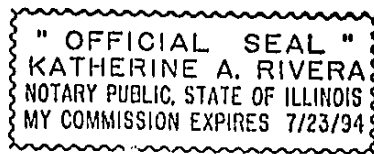
By: ZM, INC., an Illinois corporation,
General Partner

By: 
Its: Vice President

BK6904 PG0709

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On the 17th day of MARCH, 1994, personally appeared before me
JAMES M. PHIPPS, who, being duly sworn, did say that he/she is a
VICE PRESIDENT OF ZM, INC., and that the foregoing instrument
was signed on behalf of said partnership by authority of the articles of partnership, and said
_____ acknowledged to me that said partnership duly executed
the same.



Katherine A. Rivera
Notary Public

Residing at 7244 N. CLAREMONT
CHICAGO, IL 60645

My Commission Expires:

5777492
03/29/94 10:51 AM 14.00
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
MOUNTAIN FUEL
REC BY: B GRAY ,DEPUTY - WI