

8716

RETURN TO:
MOUNTAIN FUEL SUPPLY COMPANY
P.O. BOX 11868
SALT LAKE CITY, UT 84147
ATTENTION: RIGHT-OF-WAY
OO 203

RIGHT-OF-WAY AND EASEMENT GRANT

5845171
06/08/94 3:04 PM 14.00
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
MOUNTAIN FUEL
REC BY: B GRAY DEPUTY - MI

5845171

SOUTH TOWNE INVESTORS LIMITED PARTNERSHIP

Grantor, by and through ZM, Inc., General 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 16.00 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 Salt Lake County, State of Utah, to-wit:

Land of the Grantor located in the East Half of 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 on the West right-of-way line of State Street at a point North 1194.01 Feet and East 77.70 Feet from the East Quarter Corner of said Section 13; running thence West 220.00 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

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RETURN TO:
MOUNTAIN FUEL SUPPLY COMPANY
P.O. BOX 11508
SALT LAKE CITY, UTAH 84111
ATTENTION: RIGHT-OF-WAY
805 00

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 31st day of MAY, 1994.

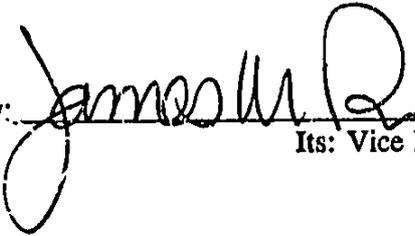
SOUTH TOWNE INVESTORS LIMITED PARTNERSHIP,
an Illinois limited partnership

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

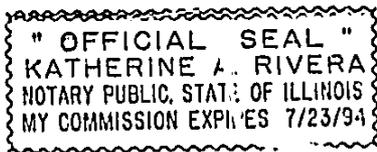
By: ZM, INC., an Illinois corporation,
General Partner

By: 
Its: Vice President

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On the 31st day of MAY, 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, ILLINOIS

My Commission Expires:

7/23/94