

WHEN RECORDED MAIL TO:  
Mountain Fuel Supply company  
P.O. Box 45360, Right-of-wy  
Salt Lake City, UT 84145-0360

3104Sout.pc  
1/23/96

6298399

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

UT 18351

6298399  
03/08/96 08:03 AM 16.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
MOUNTAIN FUEL  
REC BY: Z JOHANSON DEPUTY - WI

ZML-SOUTH TOWNE MARKETPLACE LIMITED PARTNERSHIP,  
Grantor, by and through ZML-SOUTH TOWNE MARKETPLACE, 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 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 Southeast Quarter of Section 12, Township 3  
South, Range 1 West, Salt Lake Base and Meridian; Beginning at a point West  
1027.18 feet and North 131.56 feet from the Northeast Corner of Section 13,  
Township 3 South, Range 1 West, Salt Lake Base and Meridian, said point being  
on the East line of Centennial Boulevard, thence East 282.00 feet, thence North  
16.00 feet, thence West 282.00 feet, thence South 16.00 feet to the point of  
beginning, as further identified on the attached Exhibit A.

Such work shall  
be performed as  
expeditiously as  
possible.

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. Provided, however, no building or other improvement shall be built or  
constructed over or across said easement which would interfere with Grantees maintenance  
obligations under the Natural Gas Pipeline Safety Act, 49 U.S.C. Sec. 1671 et seq., as amended,  
nor change the contour thereof without written consent of Grantee. Additional utilities may be  
subsequently located within such easement provided their lines and facilities are located no closer  
than 36 inches from the outside diameter of Grantees pipeline(s) and provided such other utilities  
comply with the provision of the Damages to Underground Utility Facilities Act, Utah Code Ann.  
Sec. 54-8a-1, et seq, as it may be amended. Additionally, Grantee acknowledges and agrees that  
other utilities may currently be located within this easement, therefore, Grantee shall be  
or easement rights

BK 7347PG0121

and other parties benefitted by such easements responsible for damages to existing utilities proximately caused by Grantee's negligence.

If Grantor so requests, the Grantee shall move and relocate any or all of the facilities herein referred to, provided, however, that Grantor will reimburse the Grantee for any actual expense incurred in such relocation and provided further that Grantor will provide a suitable alternate location for such facilities and will grant or cause to be granted the necessary easement rights at the new location upon the same terms and conditions herein provided, and in such event, Grantee will execute a Quitclaim of this easement in the name of the current owner of record.

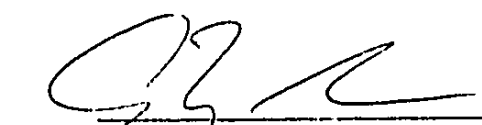
Nothing herein shall prohibit Grantor from building or constructing, or permitting to be built or constructed curb and gutter, sidewalks, pavement, landscaping or similar improvements over and across said right-of-way, so long as said improvements do not damage said facilities. Grantee, following the 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 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.

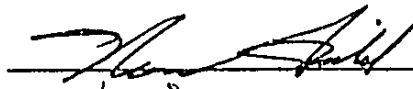
It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF, Grantor has caused its partnership name to be hereunto affixed this 23<sup>rd</sup> day of January, 1996.

ZML-SOUTH TOWNE MARKETPLACE  
LIMITED PARTNERSHIP, an Illinois Limited Partnership

By: ZML- SOUTH TOWNE MARKETPLACE, INC.  
An Illinois Corporation, its General Partner

  
Asst Secretary (attest)

By:   
Its: Vice President

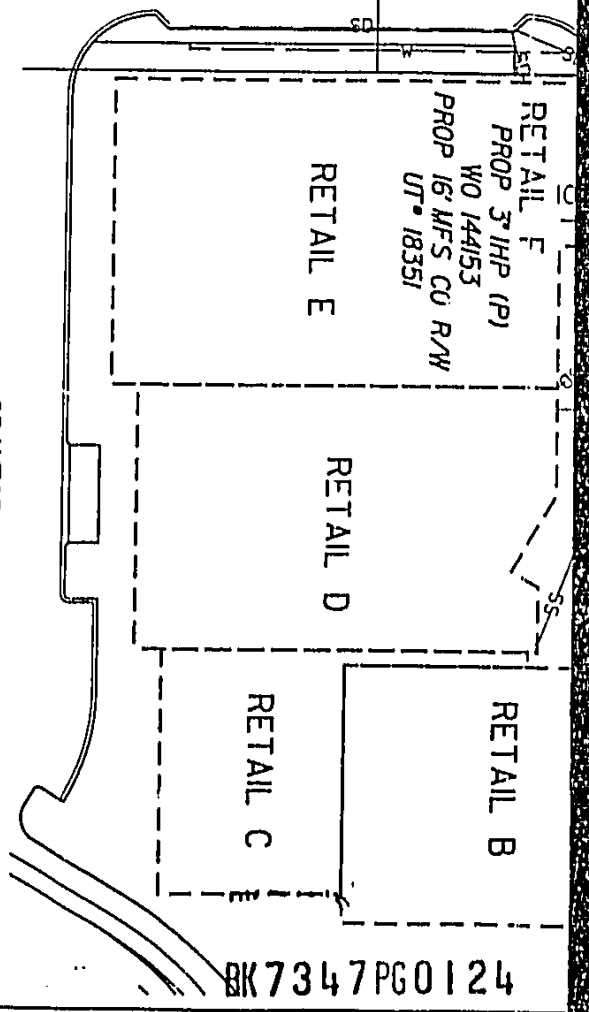
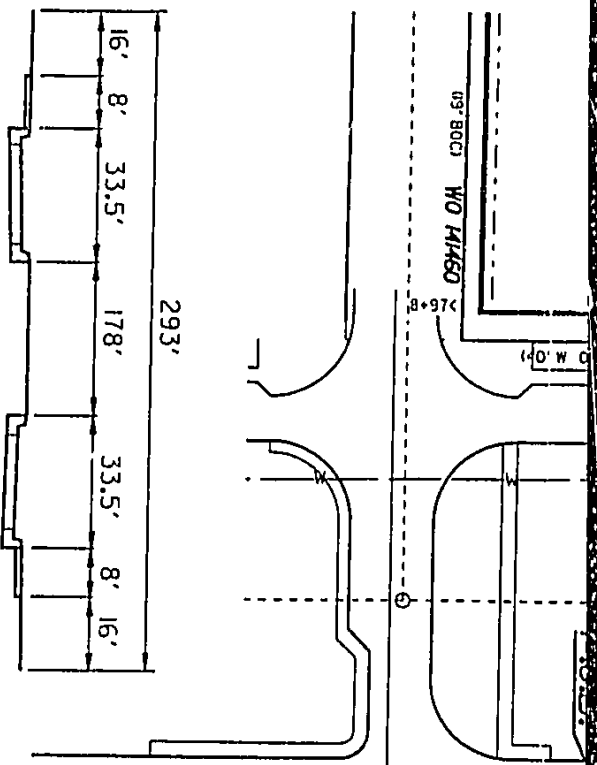
STATE OF ILLINOIS            )  
  ) ss.  
COUNTY OF COOK            )

On the 23rd day of January, 1996, personally appeared before me  
Norm Field, who, being duly  
sworn, did say that he is Vice President  
~~respectively~~ of ZML-SOUTH TOWNE MARKETPLACE, INC., General Partner of ZML - SOUTH  
TOWNE MARKETPLACE LIMITED PARTNERSHIP, and that the  
foregoing instrument was signed on behalf of said partnership by authority of the articles of  
partnership, and acknowledged to me that said partnership duly executed the same.



Katherine A. Rivera  
Notary Public

FUTURE WALK & UTILITY CORRIDOR  
WALK  
STREET PLAN  
CENTENNIAL BLVD  
WALK  
FUTURE WALK & UTILITY CORRIDOR



BK 7347 PGO 124

**PROPOSED MAIN LOCATION**

\*RUN PROPOSED GAS ON CENTENNIAL BLVD 15' BOC AND IN A PROP MFS CO RIGHT-OF-WAY 1' NORTH OF GUTTER.  
UNLESS OTHERWISE SPECIFIED BY MFS CO INSPECTOR.

**NOTES:**

1. CALL BLUE STAKES FOR LOCATION OF UNDERGROUND UTILITIES 532-5000 OR 1-800-562-4111
2. LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.
3. CROSS CENTENNIAL BLVD WITH 3" IHP (P) IN EXISTING CASINGS

PROJECT CONTACT: \_\_\_\_\_  
PHONE NO.: \_\_\_\_\_

CHECKED BY: \_\_\_\_\_ DRAWN BY: LEE C  
DATE: 95-09-19 MAP(S) 1890-2084

APPROVED BY CORROSION ENGINEER: \_\_\_\_\_

**Proposed Mountain Fuel IHP Main Extension**

**RIGHT-OF-WAY APPLICATION**

DRAWING NO. \_\_\_\_\_ UTAH NO. 18351  
CLEARED BY PROPERTY SECTION  
DATE \_\_\_\_\_ BY \_\_\_\_\_

CHECKED BY \_\_\_\_\_ DRAWN BY \_\_\_\_\_

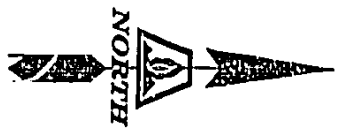
CITY/CO SANDY AREA SALT LAKE  
SUBDIVISION SOUTH TOWNE MARKET PLACE  
JOB LOCATION 10140 SO CENTENNIAL BLVD (100 W)

**PERMITS**

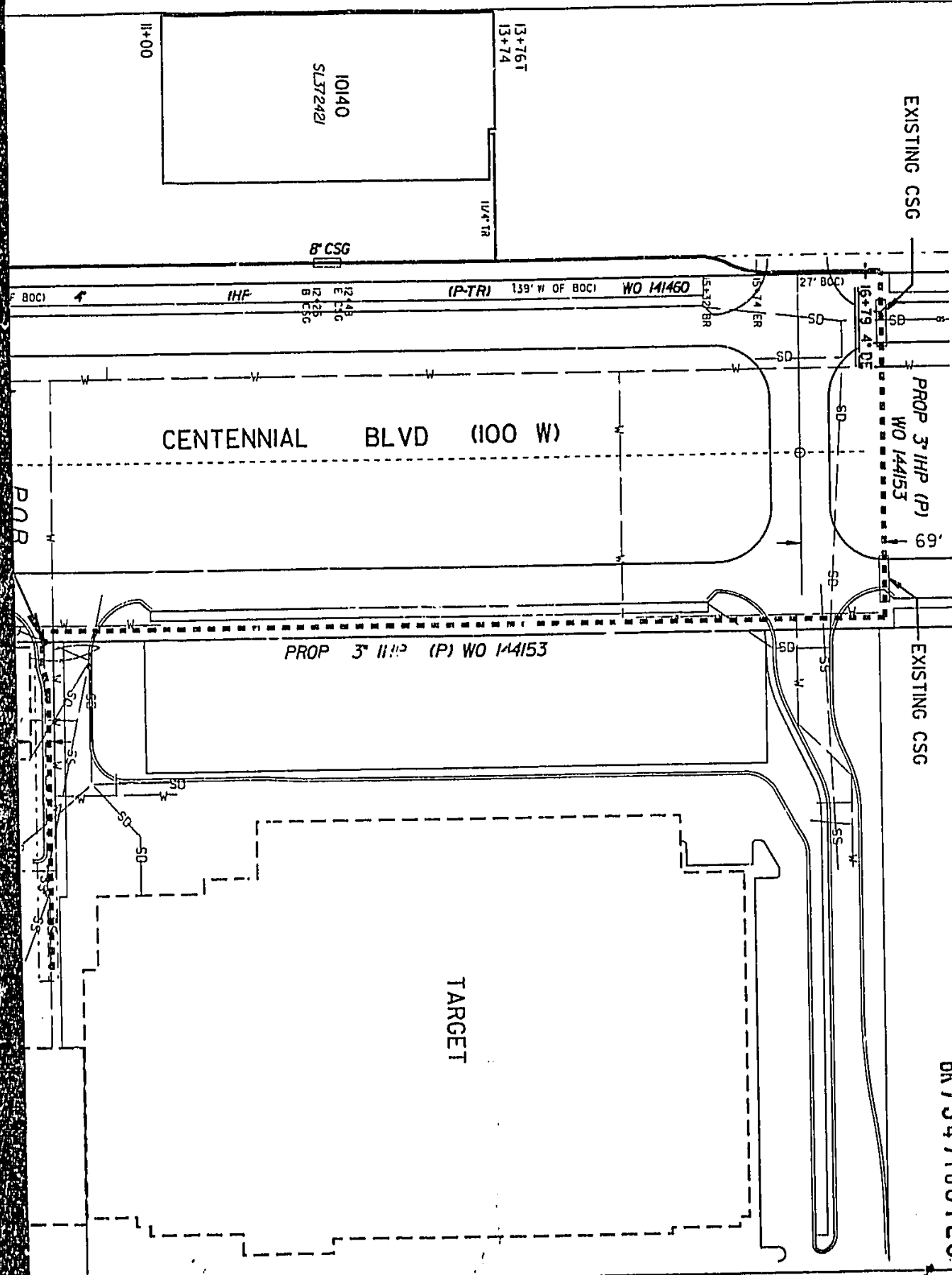
HIGHWAY \_\_\_\_\_ FT  CITY 1010 FT  
 COUNTY \_\_\_\_\_ FT  NONE  
PERMIT CODE 029 RAC 721 SERVICES 00

PROP APPROX 1285 FT OF 3" PLASTIC PIPE  
PROP APPROX \_\_\_\_\_ FT OF \_\_\_\_\_ PIPE  
PROP APPROX \_\_\_\_\_ FT OF \_\_\_\_\_ PIPE  
TOTAL JOB FOOTAGE 1285 FT

**WO 144153**



SCALE 1" = 300'



BK 734 7 PG 0125