

9092394

When Recorded Return to:
Mr. Craig L. White
South Valley Sewer District
P.O. Box 908
Draper, Utah 84020

9092394
06/16/2004 02:56 PM NO FEE
Book - 9001 Pg - 8495-8496
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH VALLEY SEWER DISTRICT
PO BOX 908
874 E 12400 S
DRAPER UT 84020
BY: EHE, DEPUTY - WI 2 P.

PARCEL I.D.# 27-13-227-010
GRANTOR: Macerich South Towne
Limited Partnership
Page 1 of 2

EASEMENT

A twenty (20) foot wide sanitary sewer easement located in the Northeast Quarter of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey.

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned as GRANTORS hereby grant, convey, sell, and set over unto South Valley Sewer District, a body politic of the State of Utah, hereinafter referred to as GRANTEE, its successors and assigns, a perpetual right-of-way and easement to construct, maintain, operate, repair, inspect, protect, install, remove and replace sewer pipelines, valves, valve boxes and other sewer transmission and distribution structures and facilities, hereinafter called the FACILITIES, said right-of-way and easement, being situate in Salt Lake County, State of Utah, over and through a parcel of the GRANTORS' land lying within a strip twenty (20) feet wide, said strip extending ten (10) feet on each side of and lying parallel and adjacent to a line of reference and projection thereof, more particularly described as follows:

Beginning at the East $\frac{1}{4}$ Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base & Meridian; thence South $87^{\circ}49'05''$ East for 134.930 feet to a monument in the intersection of 10600 South Street and State Street; thence along the monument line of State Street North $00^{\circ}01'50''$ West for 246.697 feet; thence South $89^{\circ}58'10''$ West for 56.504 feet to a point on the West right-of-way line of State Street and the POINT OF BEGINNING; thence along the centerline of said easement North $90^{\circ}00'00''$ West for 197.585 feet; thence North $00^{\circ}00'00''$ West for 257.398 feet to the end of said centerline and easement, said point lying North $13^{\circ}27'24''$ West for 513.011 feet from the East $\frac{1}{4}$ Corner of said Section 13.

Contains: 0.209 acres (approx. 454.983 l.f.)

TO HAVE AND HOLD the same unto the GRANTEE, its successors and assigns, with the right of ingress and egress in the GRANTEE, its officers, employees, agents and assigns to enter upon the above-described property with such equipment as is necessary to construct, install, maintain, operate, repair, inspect, protect, remove and replace the FACILITIES. During construction periods, GRANTEE and its contractors may use such portion of GRANTORS' property along and adjacent to the right-of-way and easement as may be reasonably necessary in connection with the construction or repair of the FACILITIES. The contractor performing the work shall restore all property, through which the work traverses, to as near its original condition as is reasonably possible. GRANTORS shall have the right to use the above-described property except for the purposes for which this right-of-way and easement is granted to the GRANTEE, provided such use shall not interfere with the FACILITIES or with the discharge and conveyance of sewage through the FACILITIES, or any other rights granted to the GRANTEE hereunder.

GRANTORS shall not build or construct, or permit to be built or constructed, any building or other improvement over or across this right-of-way and easement nor change the contour thereof without the written consent of GRANTEE. This right-of-way and easement grant shall be binding upon, and inure to the benefit of, the successors and assigns of the GRANTORS and the successors and assigns of the GRANTEE, and may be assigned in whole or in part by GRANTEE.

Notwithstanding that the easement is "perpetual," if the use of the FACILITIES is abandoned, or the same are not used for a period of five consecutive years, then GRANTOR shall have the option, upon written notice to GRANTEE, to terminate such easement, and upon expiration of 90 days after such notice, such easement shall terminate, unless within such 90-day period, GRANTEE in good faith notifies GRANTOR that it intends to utilize the easement again within a period of one year.

IN WITNESS WHEREOF, the GRANTORS have executed this right-of-way and Easement this 1st day of June, 2004.

<u>County Parcel No.</u>	<u>Acreage</u>	<u>GRANTOR(S)</u>
27-13-227-010	0.209 (approx. 454.983 l.f.)	

Macerich South Towne Limited Partnership
By: Macerich Property Management Company, LLC,
its managing agent

STATE OF CALIFORNIA)
:ss
COUNTY OF LOS ANGELES)

On the 1st day of June, 2004, personally appeared before me Stephen L. Spector who being by me duly sworn did say that (s)he is the senior Vice President of Macerich Property Management Company, LLC, a limited liability company, managing agent of Macerich South Towne Limited Partnership, and that the within and foregoing instrument was duly authorized by the limited partnership at a lawful meeting held by authority of its operating agreement; and duly acknowledged to me that said limited partnership executed the same.

Elaine M. Trovato
Notary Public

My Commission Expires: October 28, 2007
Residing in: Los Angeles, California

