

9200502

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

James H. Kinney, Esq.
A.1. The Macerich Company
401 Wilshire Blvd., Suite 700
Santa Monica, CA 90401

9200502

10/18/2004 03:41 PM \$0.00

Book - 9049 Pg - 8267-8307

GARY W. OTT

RECORDER, SALT LAKE COUNTY, UTAH
SANDY CITY

10000 CENTENNIAL PARKWAY

SANDY UT 84070

BY: SBM, DEPUTY - WI 41 P.

Space above this line reserved for County Recorder's Use

REAL PROPERTY AGREEMENT

THIS REAL ESTATE AGREEMENT ("Agreement") is made this 16TH day of SEPTEMBER, 2004, by and between MACERICH ST MARKETPLACE LIMITED PARTNERSHIP, a California limited partnership ("Owner"), and SANDY CITY CORPORATION, a Utah municipal corporation ("City"), in acknowledgment of the recitals and in order to confirm the covenants set forth below.

Owner is the owner of certain real property located in Sandy City, Salt Lake County, State of Utah ("Neff's Grove"), which is described on Exhibit A-1 attached hereto and made a part of and depicted on Exhibit B attached hereto and made a part hereof. Neff's Grove consists of approximately 2.23 acres of wetland and open space under the jurisdiction of the US Army Corps of Engineers.

Owner is the owner of certain real property situated in Sandy City, Salt Lake County, State of Utah (the "Shopping Center Parcel"), which is described on Exhibit A-2 attached hereto and made a part hereof, which, together with other property, has been developed and improved as a shopping center known, as of the date hereof, as South Towne Marketplace (the "Shopping Center").

THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Dedication.** Pursuant to that certain Dedication Plat ("Dedication Plat") executed by Owner and to be recorded in the Salt Lake County Recorder's Office immediately prior to the recordation of this Agreement, Owner has dedicated Neff's Grove to the City. Notwithstanding the dedication of Neff's Grove to the City by the Dedication Plat, such dedication is subject to the terms, covenants and conditions of this Agreement. In the event of a conflict between the terms, covenants and conditions of the Dedication Plat and the terms, covenants and conditions of this Agreement, the terms, covenants and conditions of this Agreement shall prevail. Said dedication shall convey Neff's Grove subject to all title exceptions, including the preprinted "standard" exceptions contained in the Title Commitment, attached hereto as Exhibit C, all matters of record, all matters which an inspection or survey of Neff's Grove would disclose, and all applicable laws and ordinances.

2. **Access and Parking.** The term "Neff's Grove Parking Areas" means the fifteen (15) automobile parking spaces within the Shopping Center Parcel designated as "Neff's Grove Parking Spaces" on Exhibit B attached hereto. Owner hereby establishes for the benefit of the City and its invitees and employees:

- (i) a non-exclusive license and right-of-way for pedestrian and vehicular traffic over and upon the parking areas, sidewalks, walkways and roadways on the Shopping Center Parcel ("Access Areas") for access to and from and between Neff's Grove and the streets adjacent to and abutting the Shopping Center Parcel, and
- (ii) the non-exclusive right to park automobiles and other vehicles in and on individual parking places in the Neff's Grove Parking Areas.

City covenants and agrees to comply and direct its invitees to comply with any rules and regulations established by Owner pertaining to the use of Access Areas and Neff's Grove Parking Areas (e.g., speed limits, parking restrictions, etc.). City acknowledges that Owner, its successors and assigns, and the Shopping Center tenants, occupants and invitees will use the Access Areas and Neff's Grove Parking Areas for various purposes and covenants and agrees to cooperate with other users of the Access Areas and Neff's Grove Parking Areas. City further acknowledges that Owner may, from time to time, temporarily close the Access Areas and Neff's Grove Parking Areas for the purpose of repairs and maintenance, and City agrees that such closures are not in violation of the terms of this Agreement; provided, however, except in the case of an emergency, Owner shall give advance written notice to City of any such closure and shall use good faith efforts to perform any such work so as to not to unreasonably interfere with the use, occupancy or enjoyment of Neff's Grove.

The City agrees to indemnify, save harmless and defend Owner, its officers, agents, and employees, from and against all losses, claims, demands, actions, damages, costs, charges and causes of action of every kind or character, including attorney's fees, based upon or arising out of City's negligent performance or failure of performance of its services hereunder or failure of performance hereunder.

In the event that the Owner's tender of its defense, based upon the foregoing, is rejected by City, and City is later found by a court of competent jurisdiction to have been negligent as aforesaid, City agrees to pay Owner's reasonable costs, expenses and attorney's fees incurred in proving such negligence or failure of performance, defending itself, and enforcing this indemnity provision. This paragraph shall survive the cancellation or termination of this Agreement.

3. **Real Estate Taxes.** Owner shall be responsible for those real estate taxes that accrue on Neff's Grove prior to the date of the recordation of the Dedication Plat and of this Agreement. City is exempt from the payment of real estate taxes and City agrees to indemnify and hold harmless the Owner Partners with respect to any real estate taxes attributable to Neff's Grove that accrue after the date of the recordation of the Dedication Plat and of this Agreement.

4. **Maintenance and Improvements.** To the extent it has not heretofore done so, City at its cost may install, or cause to be installed, park improvements consistent with the Proposed Maintenance Plan prepared by Stantec Consulting Inc. (April 2002) attached hereto as Exhibit D. All of the park improvements shall be designed and constructed according to US Army Corp of Engineers standards or direction. City at its own cost and expense covenants and agrees to maintain Neff's Grove in a condition and state of repair that is comparable, at a minimum, to other open space parks for wildlife habitat that are owned by the City; provided, however, that the City may, from time to time, close Neff's Grove to public use or occupancy for the purpose of repairs and maintenance or because of public health or safety concerns.

5. **Use of Neff's Grove.** City covenants and agrees that Neff's Grove shall be used and maintained solely as a wetland and open space under the jurisdiction of the US Army Corps of Engineers and for no other use or purpose. In no event shall any portions of Neff's Grove be used for commercial purposes and no buildings or other similar structures shall be constructed or maintained on Neff's Grove; provided, however, the City shall have the right, but not the obligation, to install one (1) public restroom and a viewing structure on Neff's Grove. In no event shall the size of the viewing structure exceed ten feet in width or length or five feet above the surface of the ground (excluding handrails, if any).

6. **Neff's Grove "As-Is"**. City acknowledges that it has conducted its own investigation of Neff's Grove, made all inquiries, inspections, tests, studies and analyses that it deems necessary or desirable in connection with the dedication of Neff's Grove, and it shall be deemed to have approved the results of its investigations of Neff's Grove (including, without limitation, engineering, asbestos and hazardous waste and structural tests, soils and geological reports, and other documents obtained or prepared by or for City in connection with its review). City hereby acknowledges that it is relying solely on its own inspections, tests, studies and investigations conducted in connection with dedication of Neff's Grove. City is receiving Neff's Grove in an "AS-IS" condition without any representations or warranties, express, implied or statutory, or any kind whatsoever, by Owner, its agents, consultants, counsel, employees, partners, officers, directors or shareholders. Without limiting the generality of the foregoing, City acknowledges that Owner expressly disclaims and negates any implied or express warranty with respect to the condition of Neff's Grove, its suitability for City's intended use, its compliance with any zoning or other rules, regulations, laws or statutes applicable to Neff's Grove, or any other matter or thing relating to Neff's Grove.

7. **Representations and Warranties.**

(a) **Owner's Representations and Warranties.** Owner hereby represents and warrants to City that Owner is a partnership, duly formed, validly existing and in good standing under the laws of the State of California; Owner has full right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby; the person signing this Agreement and any of the other documents on behalf of Owner has full power and authority to bind Owner; and when executed by Owner, this Agreement shall be binding and enforceable against Owner in accordance with its terms, and upon Owner's execution of any other documents

contemplated herein, they shall be binding and enforceable against Owner in accordance with their terms.

(b) City's Representations and Warranties. City hereby represents and warrants to Owner that City is a municipal corporation, duly formed, validly existing and in good standing under the laws of the State of Utah; City has full right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby; the person signing this Agreement on behalf of City has full power and authority to bind City; and when executed by City, this Agreement shall be binding and enforceable against City in accordance with its terms, and upon City's execution of any other documents contemplated herein, they shall be binding and enforceable against City in accordance with their terms.

8. Other Conditions. City covenants and agrees that:

(a) All of the park improvements or other improvements on Neff's Grove shall be designed and constructed according to US Army Corp of Engineers standards or approval.

(b) Dedication of Neff's Grove shall not diminish any open space credits and other credits granted by the City to Owner and Owner retains all such open space credits and other credits that are attributable to Neff's Grove as if Neff's Grove was owned by Owner.

9. Hazardous Materials.

(a) City shall not use, or permit the use of Hazardous Materials in, on, about or under Neff's Grove or any improvements thereon, and any such use shall at all times be in compliance with all Environmental Laws. City shall indemnify, protect, defend and hold harmless Owner Parties and their respective successors and assigns from and against all claims, suits, actions, demands, costs, damages and losses of any kind, including but not limited to costs of investigation, litigation and remedial response, arising out of any Hazardous Material used or permitted to be used by City.

(b) For the purpose of this Section 9, the term (i) "Hazardous Materials" shall mean: petroleum products, asbestos, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any Environmental Law, and (ii) "Environmental Laws" shall mean: all federal, state, county, municipal, local and other statutes, laws, ordinances and regulations which relate to or deal with human health or the environment, all as may be amended from time to time.

10. Default. If any party defaults in the performance of any of the obligations of this Agreement, and such defaulting party fails to cure such default within thirty (30) days after written notice given by a nondefaulting party, unless such default cannot reasonably be cured within such thirty (30) day period, in which event such defaulting party fails within such thirty (30) day period to commence to cure and diligently thereafter prosecute such cure to completion, then the non-defaulting party shall have the right, but not the obligation, to cure such default for

the account of and at the expense of the defaulting party; provided, however, that in the event of emergency conditions posing an immediate threat to persons or property and constituting a default, the non-defaulting party acting in good faith shall have the right to cure such default upon such advance notice as is reasonably possible under the circumstances or, if necessary, without advance notice, so long as notice is given as soon as possible thereafter. Any notice hereunder shall specify with particularity the nature of the default claimed and shall set forth in detail the action which the party giving such notice proposes to take in order to cure the claimed default. To effectuate any such cure, the nondefaulting party shall have the right to enter upon the parcel of the defaulting party (but not any buildings contained within any building area of such parcel) to perform any necessary work or furnish any necessary materials or services to cure the default of the defaulting party consistent with US Army Corp of Engineers standards or approval.

Each party shall have the right to prosecute any proceedings at law or in equity against any other party, or any other person, violating, attempting to violate, threatening to violate, or defaulting upon any of the provisions contained in this Agreement, in order to prevent the violating or defaulting party or any such person from violating, attempting to violate, threatening to violate or defaulting upon the provisions of this Agreement and to recover damages for any such violation or default. The remedies available under this Section 10 shall include, by way of illustration but not limitation, ex parte applications for temporary restraining orders, preliminary injunctions and permanent injunctions enjoining any such violation or attempted violation or default, actions for declaratory relief and actions for specific performance of this Agreement.

All costs and expenses reasonably incurred by any party to cure a default of a defaulting party under the provisions of this Article VI, together with interest thereon, at the lower of five percent (5%) above the discount rate charged by the San Francisco Federal Reserve Bank to its member banks, or the maximum rate allowed by applicable usury law, and all costs and expenses of any proceedings at law or in equity, including reasonable attorneys' fees awarded to any party by an order of court, shall be assessed against and paid by the defaulting or violating party.

No default under this Agreement shall entitle any party to cancel, rescind, or otherwise terminate this Agreement, provided, however, that this limitation shall not affect, in any manner, any other rights or remedies that the parties may have by reason of any default under this Agreement.

11. **Amendments.** This Agreement and all documents and instruments executed in connection herewith may be amended, modified or supplemented only by a written instrument, executed by the City and Owner.

12. **Binding upon Assigns.** This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and to their respective transferees, successors, and assigns; provided, however, that without the prior written consent of Owner (which may be granted or withheld in Owner's sole and absolute discretion), City shall not (a) sell, assign, transfer, encumber or convey Neff's Grove, or (b) transfer or assign any of its rights or obligations under this Agreement.

13. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

14. **Time of the Essence.** Time is of the essence with respect to all aspects of this Agreement. In the event the provisions of this Agreement require any act to be done or action to be taken hereunder on a date which is a Saturday, Sunday or legal holiday, such act or action shall be deemed to have been validly been done or taken if done or taken on the next succeeding day which is not a Saturday, Sunday or legal holiday.

15. **Entire Agreement.** This Agreement and the Exhibits which are attached hereto and the Dedication Plat, when executed and recorded, contain the entire understanding of the parties and supersede any and all other written or oral understandings.

16. **Notice.** Any notice or communication required or permitted in connection with this Agreement shall be in writing and transmitted by United States registered or certified mail, postage prepaid, return receipt requested, or by personal delivery (including an overnight courier service), addressed to the respective party at the location specified for Owner and City below. Notices or communications shall be deemed received forty-eight (48) hours after posting in the United States Mail or upon receipt or refusal of receipt if by personal delivery.

If to City:
Director
Sandy City Parks and Recreation Department
440 East 8680 South
Sandy, Utah 84070

If to Owner:
Macerich ST Marketplace Limited Partnership
c/o The Macerich Company
401 Wilshire Blvd.
Suite 700
Santa Monica, California 90401
Attn: General Counsel

17. **Waiver.** The waiver by Owner of City of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or of another provision hereof.

18. **Recording.** This Agreement and the Neff's Grove Dedication Plat shall be recorded and filed in the Office of the Salt Lake County Recorder.

19. **Fair Construction.** The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the parties hereto for any reason (including, without limitation, by virtue of the fact that this Agreement may

have been drafted or prepared by counsel for one of the parties, it being recognized that both Owner and City, and their respective counsel, contributed materially and substantially to the preparation of this Agreement).

20. **No Third Party Beneficiaries.** The parties do not intend that any provision of this Agreement confer rights or benefits upon any third person not a party to this Agreement, nor shall any provision herein be construed to confer a cause of action upon any person not a party to the Agreement.

21. **Severability.** It is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision invalid and the other which would render the provision valid, then the provision shall have the meaning which renders it valid. If any term or provision, or any portion thereof, of this Agreement, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

22. **Litigation Expenses.** If any party hereto shall bring an action or proceeding (including, without limitation, any cross-complaint, counterclaim or third party claim) against any other party by reason of the breach or alleged violation of any covenant, term or obligation hereof, or for the enforcement or interpretation of any provision of this Agreement, the prevailing party in such action or proceeding shall be entitled to its costs and expenses of suit, including but not limited to reasonable attorneys' fees, which shall be payable whether or not such action is prosecuted to judgment.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which together constitute one and the same instrument.


IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

[Signatures on following page]

OWNER:

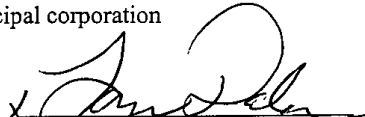
MACERICH ST MARKETPLACE LIMITED PARTNERSHIP,
a California limited partnership

By: Macerich ST Marketplace GP Corp.,
a Delaware corporation,
Its General Partner

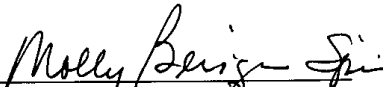
By: 
Name: James H. Kinney
Its: Senior Vice President

CITY:

SANDY CITY CORPORATION,
a Utah municipal corporation

By: 
Name: Tom Dolan
Its: Mayor

ATTEST:


A.2. City Recorder *Dep.*



STATE OF CALIFORNIA)

) ss.

COUNTY OF Ventura)

On September 23, 2004, before me,

Christine M Miner, a Notary Public in and for said State, personally appeared James H. Kinney, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Christine M Miner



STATE OF Utah)

ss.

COUNTY OF Salt Lake)

On March 22, 2004, before me,

Tom Dolan, a Notary Public in and for said State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Dianne H. Aubrey

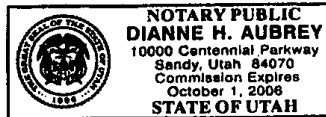


EXHIBIT A-1

LEGAL DESCRIPTION OF NEFF'S GROVE

[ATTACHED]

**LEGAL DESCRIPTION
MARKETPLACE SUBDIVISION
NEFF'S GROVE**

BEGINNING at a point which is North 89°50'56" East, 41.33 feet to the Westerly right-of-way line of State Street; and South 00°01'50" East, 636.68 feet, and South 89°58'10" West, 23.29 feet from the Northeast corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian (Basis of Bearing being South 00°01'50" East 2599.11 feet along the monument line of State Street between the monuments found marking the intersections of 10600 South and 10200 South Streets), said Northeast corner of Section 13 being South 89°53'20" West, 92.33 feet from the monument at the intersection of 10200 south and State Streets, and running thence South 03°38'48" East for 1.76 feet; thence South 35°57'05" West for 26.35 feet; thence South 58°10'14" West for 20.20 feet; thence South 76°58'16" West for 45.34 feet; thence South 89°55'55" West for 99.46 feet; thence North 84°05'25" West for 56.86 feet; thence South 83°38'40" West for 40.99 feet; thence South 88°52'31" West for 26.90 feet; thence North 87°26'41" West for 103.98 feet; thence North 84°18'58" West for 53.81 feet; thence North 75°03'27" West for 42.70 feet; thence North 62°25'53" West for 44.51 feet; thence North 54°37'35" West for 36.59 feet; thence North 55°51'09" West for 51.92 feet; thence North 53°19'05" West for 68.09 feet; thence North 63°20'16" West for 36.94 feet; thence North 30°00'00" East for 125.53 feet; thence North 60°00'00" East for 50.00 feet, thence North 90°00'00" East for 218.89 feet, thence South 45°00'00" East for 70.71 feet, thence South 00°00'00" West for 158.33 feet, thence South 45°00'00" East for 35.36 feet, thence South 89°59'47" East for 222.21 feet, thence with a curve to the left having a radius of 25.00 feet, a central angle of 82°58'40" (chord bearing and distance of North 48°31'41" East – 33.12 feet) and for an arc distance of 36.21 feet, thence South 61°30'58" East for 59.07 feet to the POINT OF BEGINNING.

Contains 96,927.512 square feet or 2.2251 acres

BK 9049 PG 8277

EXHIBIT A-2
LEGAL DESCRIPTION OF SHOPPING CENTER PARCEL
[ATTACHED]

**LEGAL DESCRIPTION
MARKETPLACE SUBDIVISION**

BEGINNING at a point on the westerly right of way line of State Street, which point is North 89°50'56" East, 41.33 feet from the Northeast corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian (Basis of Bearing being South 00°01'50" East 2599.11 feet along the monument line of State Street between the monuments found marking the intersections of 10600 South and 10200 South Streets), said Northeast corner of Section 13 being South 89°53'20" West, 92.33 feet from the monument at the intersection of 10200 south and State Streets, and running thence South 00°01'50" East along said westerly right of way line for 583.24 feet; thence South 00°50'43" East along said line for 70.31 feet; thence South 00°01'50" East along said line for 53.16 feet to the northerly line of an access road and a point on a 25.00 foot radius curve to the right; thence running along said northerly line the next five courses, Southwesterly 21.60 feet along the arc of said curve through a central angle of 49°30'41" (chord bearing and distance of South 65°15'40" West - 20.94 feet); thence North 89°59'00" West for 192.15 feet to the point of tangency with a 306.00 foot radius curve to the left; thence southwesterly 162.31 feet along the arc of said curve through a central angle of 30°23'31" (chord bearing and distance of South 74°49'14" West - 160.42 feet); thence South 59°37'30" West for 74.04 feet to the point of tangency with a 25.00 foot radius curve to the right; thence northwesterly 37.15 feet along the arc of said curve through a central angle of 85°08'19" (chord bearing and distance of North 77°48'20" West - 33.82 feet) to the point of tangency with a 758.00 foot radius curve to the left and being the north line of the South Towne Mall Ring Road; thence northwesterly 712.45 feet along the arc of said curve through a central angle of 53°51'11" along said line (chord bearing and distance of North 62°09'46" West - 686.52 feet); thence North 00°00'36" East for 1300.81 feet; thence South 89°57'20" East for 519.88 feet; thence North 86°50'50" East for 266.48 feet; thence South 89°59'01" East for 280.57 feet to the west right of way line of State Street; thence South 00°07'35" East along said line for 847.85 feet to the POINT OF BEGINNING.

LESS AND EXCEPTING the following:

EXCEPTION 1

BEGINNING at a point on the westerly right of way line of State Street, which point is North 89°50'56" East, 41.33 feet from the Northeast corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian (Basis of Bearing being South 00°01'50" East 2599.11 feet along the monument line of State Street between the monuments found marking the intersections of 10600 South and 10200 South Streets), said Northeast corner of Section 13 being South 89°53'20" West, 92.33 feet from the monument at the intersection of 10200 south and State Streets, and running thence South 00°01'50" East along said westerly right of way line for 142.94 feet; thence North 45°00'00" West for 32.77 feet to a point on a 116.00 foot radius curve to the right; thence southwesterly 38.99 feet along the arc of said curve through a central angle of 19°15'29" (chord bearing and distance of South 39°19'27" West - 38.81 feet); thence South 41°02'50" East for 28.93 feet; thence South 50°28'54" West for 7.88 feet to a point of curvature with a 102.00 foot radius curve to the left; thence southwesterly 89.92 feet along the arc of said curve through a central angle of 50°30'43" (chord bearing and distance of South 25°13'33" West - 87.04 feet); thence South 13°14'00 West for 71.92 feet; thence South 00°01'50" East for 190.71 feet to a point of curvature with a 17.00 foot radius curve to the left; thence southeasterly 18.24 feet along said curve through a central angle of 61°29'08" (chord bearing and distance of

BK 9049 PG 8279

South 30°46'24" East – 17.38 feet); thence South 61°30'58" East for 67.84 feet; thence North 00°01'50" West for 308.03 feet to a point of curvature with a 50.00 foot radius curve to the right; thence northeasterly 44.08 feet along the arc of said curve through a central angle of 50°30'43" (chord bearing and distance of North 25°13'33" East – 42.67 feet); thence North 50°28'54" East for 2.33 feet to said westerly right of way line of State Street; thence South 00°01'50" East along said line for 367.99 feet; thence South 00°50'43" East along said line for 66.61 feet; thence North 61°30'58" West for 86.65 feet to a point on a 25.00 foot radius curve to the right; thence southwesterly 36.21 feet along the arc of said curve through a central angle of 82°58'40" (chord bearing and distance of South 48°31'41" West – 33.12 feet); thence North 89°59'14" West for 63.53 feet; thence North 00°01'50" West for 590.56 feet; thence North 89°52'57" East for 89.62 feet; thence North 00°07'35" West for 469.81 feet to a point of curvature with a 113.00 foot radius curve to the right; thence northeasterly 89.42 feet along the arc of said curve through a central angle of 45°20'24" (chord bearing and distance of North 22°32'37" East – 87.11 feet); thence North 45°12'48" East for 56.83 feet to said westerly right of way; thence South 00°07'35" East for 550.60 feet to the POINT OF BEGINNING.

ALSO:

EXCEPTION 2

Commencing at the southeast corner of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian (Basis of Bearing being South 00°01'50" East 2599.11 feet along the monument line of State Street between the monuments found marking the intersections of 10600 South and 10200 South Streets), said southeast corner of Section 12 being South 89°53'20" West, 92.33 feet from the monument at the intersection of 10200 south and State Streets, thence North 89°50'56" East for 41.33 feet to a point on the western right of way of State Street; thence North 00°07'35" West along said west right of way line for 847.85 feet; thence leaving said right of way North 89°59'01" West for 280.57 feet; thence South 86°50'50" West for 266.48 feet; thence North 89°57'20" West for 519.88 feet to a point on the east right of way of Centennial Parkway; thence South 00°00'36" West along said east right of way line for 90.98 feet to the POINT OF BEGINNING; said point being a point on the arc of a 45.00-foot radius curve to the right whose center bears South 19°44'10" East; thence Easterly 16.18 feet along the arc of said curve through a central angle of 20°35'49"; thence South 89°08'21" East for 11.58 feet to the beginning of a 70.00-foot radius curve to the left; thence Northeasterly 30.93 feet along the arc of said curve through a central angle of 25°18'45"; thence North 65°32'54" East 58.01 feet; thence South 00°00'00" East for 585.21 feet to a point on the arc of a 33.00-foot radius curve to the right whose center bears North 43°21'20" West; thence Southwesterly 25.07 feet along the arc of said curve through a central angle of 43°31'06"; thence North 89°50'14" West for 72.06 feet to the beginning of a 45.00-foot radius curve to the right; thence Northwesterly 15.90 feet along the arc of said curve through a central angle of 20°14'42"; thence North 00°00'36" East for 558.44 feet to the POINT OF BEGINNING.

ALSO:

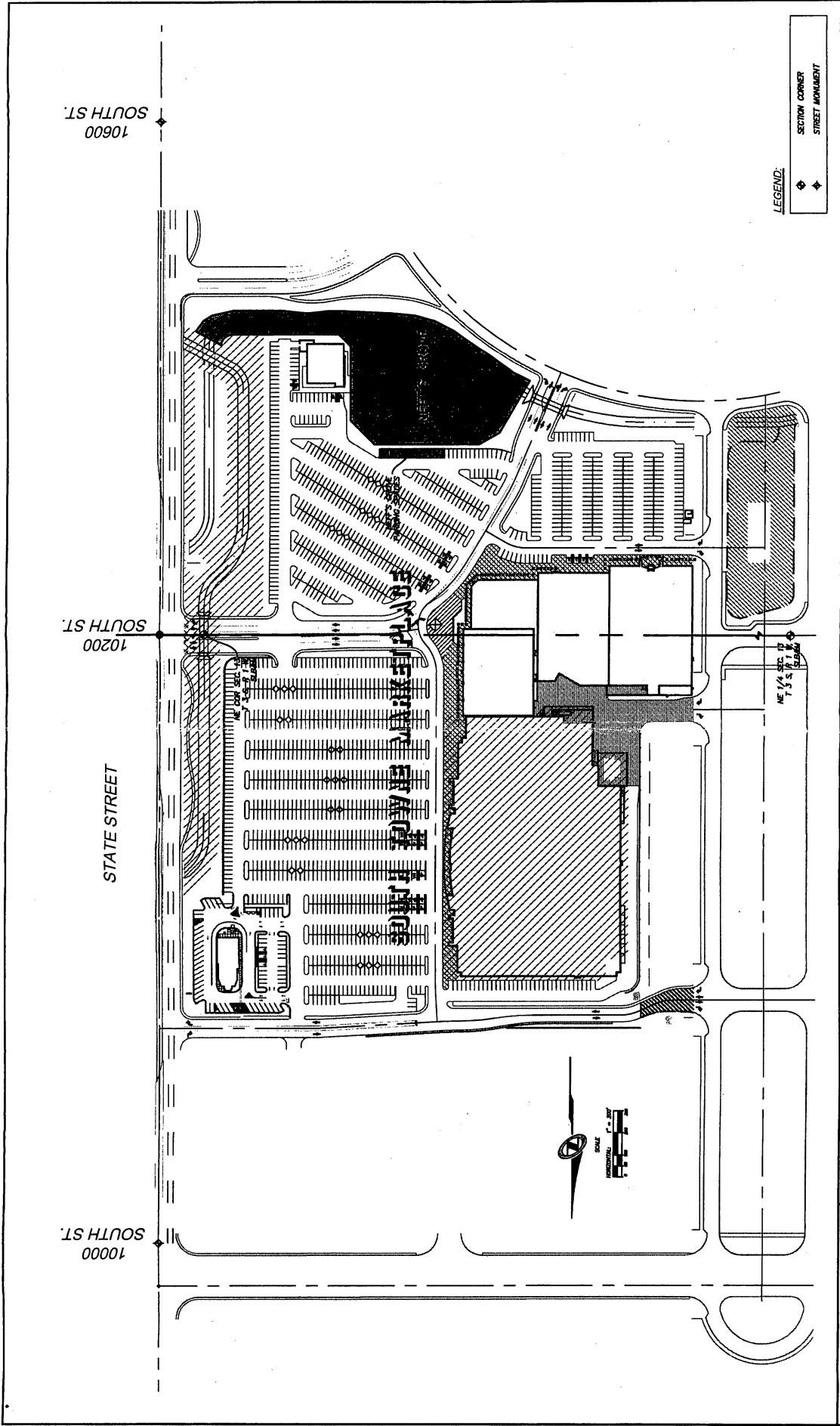
EXCEPTION 3

Beginning at a point North 89°49'53" West 502.72 feet along the Section line and North 00°10'07" East 167.73 feet from the Southeast corner of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian (Basis of bearing being South 00°01'50" East 2599.11 feet

along the monument line of State Street between monuments found marking the intersections of 10200 South and 10600 South Streets), said Southeast corner of Section 12 being South 89°53'20" West 92.33 feet from the monument at the intersection of 10200 South and State Streets, and running thence West 188.61 feet; thence South 19.27 feet; thence West 124.61 feet; thence North 98.33 feet; thence West 74.33 feet; thence North 433.09 feet; thence East 47.48 feet; thence North 46.09 feet; thence East 339.78 feet; thence South 558.23 feet to the point of beginning.

EXHIBIT B
DRAWING OF NEFF'S GROVE PARKING SPACES

[ATTACHED]



DATE: 12/05/03 TIME: 2:15 P.M.	SHEET NUMBER
SERVICES: SURVEY	1
PATH: N:\S\0009\07A\Card\Survey\Map3\	OF 1 SHEETS
DRAWING NAME: MARKETPLACE.DWG	JOB NUMBER
PLOTTING VIEW:	S10008.00
DESIGNER: BAW PROJ. MGR: JMB	DATE SUBMITTED: Oct. 2003
<p align="center">NOTTE BEYOND ENGINEERING 6871 SOUTH REDWOOD ROAD, SUITE 101 WEST JORDAN, UT 84088 801.431.1300 (TX. 801.433.0800) FAX WWW.NOTTE.COM</p>	
<p align="center">South Towne Marketplace Real Property Agreement - Exhibit B</p>	
<p align="center">PREPARED FOR: Maccerich Company</p>	

EXHIBIT C
TITLE COMMITMENT
[ATTACHED



FOUNDERS

T I T L E C O M P A N Y

UTAH LOCATIONS

SUMMIT COUNTY
Park City
(435) 649-1945

WASATCH COUNTY
Heber City
(435) 654-4322

DAVIS COUNTY
Layton
(801) 773-3747

COMMITMENT FOR TITLE INSURANCE

Issued by:

FOUNDERS TITLE COMPANY

Agent for

COMMONWEALTH LAND TITLE INSURANCE COMPANY

LANDAMERICA
888 WEST 6TH STREET
LOS ANGELES, CA 90017
Attn: Amy Strait-Musselman

Order No. F-00062188

RE: SANDY CITY CORPORATION
03-6238

**Thank you for giving us the opportunity
to serve you. We look forward to working
with you on this transaction.**

BK 9049 PG 8285

Founders Title Company
746 East Winchester Street
Suite 100
Salt Lake City UT 84107
(801) 261-5505
FAX: (801) 268-4256

Commonwealth Land Title Insurance Company

Title Insurance Commitment

Order No: SL007306UT
Reference No: F62188
Effective Date: September 3, 2003 at 8:00 a.m.

Schedule A

1. Policies

ALTA Owner's Policy (10/17/1992)
Proposed Insured: Sandy City Corporation
Amount of Insurance: \$ TBD
Premium Amount: \$
Endorsements:
Endorsement Amount: \$

ALTA Loan Policy (10/17/1992)
Proposed Insured: TBD
Amount of Insurance: \$ TBD
Premium Amount: \$
Endorsements:
Endorsement Amount: \$

2. The estate or interest in the land described or referred to in this Commitment and covered herein is Fee Simple and is at the effective date hereof vested in:

Macerich St Marketplace Limited Partnership, a California Limited Partnership

3. The land referred to in this Commitment is situated in the County of Salt Lake, State of Utah, and described as follows:

See Exhibit "A" attached hereto, and by this reference made a part hereof.

The mailing address of said property is: , , UT

Countersigned:

BY: 
Authorized Officer or Agent

This Commitment is invalid unless Schedules B and Cover are attached.

BK 9049 PG 8286

Order No: SL007306UT
Reference No: F62188

**Schedule B - Section I
Requirements**

THE FOLLOWING ARE THE REQUIREMENTS TO BE COMPLIED WITH:

1. Instrument creating the estate or interest to be insured must be executed and filed for record, to wit:
 - A. Warranty Deed from Macerich St Marketplace Limited Partnership, a California Limited Partnership to Sandy City Corporation.
 - B. Deed of Trust from Sandy City Corporation to TBD.
2. Pay the full consideration to, or for the account of, the grantors or mortgagors.
3. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed, that contractor, sub-contractors, labor and materialmen are all paid, and have released of record all liens or notice of intent to perfect a lien for labor or material.
5. Pay all premiums, fees and charges for this report, and any Policy issued hereunder.
6. Provide the Company, in writing, with instructions as to the full nature of the transaction, including but not limited to: Names of any party not referred to in this commitment who will receive an interest in the land, or who will be named as a proposed insured (Owner and/or Lender) and amounts (Owners and/or Lenders) of policies to be issued. Additional requirements or exceptions may then be made.

NOTICE TO APPLICANT: The land covered herein may be served by districts or service companies and/or municipalities which assess charges for water, sewer, electricity and other utilities, etc., which are not covered by this report or insured under a Title Insurance Policy issued hereunder.

7. Payment of any fees due to Sandy City, as shown in Schedule B-Section II herein.
8. Payment of any fees due to South Valley Sewer District, as shown in Schedule B-Section II herein.
9. Partial Reconveyance of that certain Deed of Trust, Entry No. 6731824, as shown in Schedule B-Section II herein.
10. Partial Termination of that certain Financing Statement shown as Entry No. 6731825 in Schedule B-Section II herein.

**Schedule B - Section II
Exceptions**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession, thereof.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey of the land would disclose, and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency, which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
7. Any Service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.
8. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

Exception Numbers 1 through 8 will not appear in any Extended Coverage Mortgage Policy to be issued hereunder.

9. Taxes for the year 2003 are now a lien, but not yet due.
Tax ID No. Part of 27-13-226-007. (2002 taxes were paid in the amount of \$ 254,258.64)
Taxing District No.36D
10. Said property is included within the boundaries of Sandy City, and is subject to the charges and assessments thereof. (Phone No. 568-7100)

Said property is included within the boundaries of South Valley Sewer District, and is subject to the charges and assessments thereof. (Phone No. 571-1166)
11. EASEMENT AND CONDITIONS CONTAINED THEREIN:
Grantor: John B. Neff
Grantee: MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY
Dated: October 5, 1917
Recorded: October 5, 1917
Entry No.: 384843
Book/Page: 2w of Liens and Leases/452
12. EASEMENT AND CONDITIONS CONTAINED THEREIN: **BK 9049 PG 8288**

Grantor: South Towne Partners, a Colorado General Partnership
Grantee: UTAH POWER AND LIGHT COMPANY
Dated: October 16, 1985
Recorded: October 30, 1985
Entry No.: 4157033
Book/Page: 5704/2119

13. EASEMENT AND CONDITIONS CONTAINED THEREIN:

Grantor: Zions Co-Operative Mercantile Institution
Grantee: MOUNTAIN FUEL SUPPLY COMPANY
Dated: December 10, 1985
Recorded: February 27, 1986
Entry No.: 4207308
Book/Page: 5739/2276

14. EASEMENT AND CONDITIONS CONTAINED THEREIN:

Grantor: South Towne Partners, a Colorado General Partnership
Grantee: MOUNTAIN FUEL SUPPLY COMPANY
Dated: December 10, 1985
Recorded: February 27, 1986
Entry No.: 4207309
Book/Page: 5739/2278

15. EASEMENT AND CONDITIONS CONTAINED THEREIN:

Grantor: South Towne Partners, a Colorado General Partnership
Grantee: Salt Lake County Sewerage Improvement District No. 1
Dated: March 3, 1986
Recorded: March 7, 1986
Entry No.: 4211899
Book/Page: 5742/2849

16. EASEMENT AND CONDITIONS CONTAINED THEREIN:

Grantor: South Towne Partners, a Colorado General Partnership
Grantee: UTAH POWER AND LIGHT COMPANY
Dated: May 8, 1986
Recorded: August 13, 1986
Entry No.: 4294288
Book/Page: 5802/1040

17. No Barricade Agreement by and between ZML-South Towne Marketplace Limited Partnership (formerly known as ZML- South Towne Vacant Limited Partnership), an Illinois Limited Partnership, South Towne Investors Limited Partnership, an Illinois Limited Partnership, Canadian Imperial Bank of Commerce, a Canadian Chartered Bank and First American Title Company of Utah , a Utah Corporation, dated September 22, 1995 and recorded September 26, 1995 as Entry No. 6175088, in Book 7235 at Page 1011 of Official Records.
(Affects the subject property and other property)

18. Special Warranty Deed (Conveying Relocated Canal Strip, and Reserving Certain Easement and Rights), dated October 26, 1995 and recorded November 7, 1995 as Entry No. 6208148, in Book 7256 at Page 2716 of Official Records.
(Affects the subject property and other property)

19. Operation and Easement Agreement by and between Dayton Hudson Corporation and Equity Properties and Development Limited Partnership, D/B/A Equity Properties and Development (Illinois) Limited Partnership, as Agent for Owner, dated October 24, 1995 and recorded May 14, 1996 as Entry No. 6356932, in Book 7399 at Page 1503 of Official Records.

First Amendment to Operation and Easement Agreement, dated August 29, 1996 as Entry No. 6449607, in Book 7484 at Page 918 of Official Records.

Assignment and Assumption of Operating Agreement by and between ZML-South Towne Marketplace, L.L.C., a Delaware Limited Liability Company (Assignor) and Macerich St Marketplace Limited Partnership, a California Limited Partnership, dated March 27, 1997 and recorded March 28, 1997 as Entry No. 6605601, in Book 7630

BK 9049 PG 8289

at Page 185 of Official Records.

Second Amendment to Operation and Easement Agreement, dated May 16, 2001 as Entry No. 7900120, in Book 8458 at Page 7513 of Official Records.
(Affects the subject property and other property)

20. Assignment and Assumption of Lessor's Interest in Leases by and between ZML-South Towne Marketplace, L.L.C., a Delaware Limited Liability Company (Assignor), in favor of Macerich St Marketplace Limited Partnership, a California Limited Partnership (Assignee), dated March 27, 1997 and recorded March 28, 1997 as Entry No. 6605600, in Book 7630 at Page 176 of Official Records.
(Affects the subject property and other property)
21. Declaration of Restrictions and Grant of Easements by and between Macerich St Marketplace Limited Partnership, a California Limited Partnership and Sandy City Corporation, a Utah Municipal Corporation, dated May 17, 2001 and recorded May 18, 2001 as Entry No. 7900119, in Book 8458 at Page 7489 of Official Records.
(Affects the subject property and other property)
22. A Right of Way and Easement for Dry Creek and all Facilities Appurtenant to the Maintenance thereof.
23. Rights of tenants as tenants only.
24. Rights or claims of parties in possession.
25. DEED OF TRUST, SECURITY AGREEMENT, FIXTURE FILING AND ASSIGNMENT OF RENTS
Trustor: Macerich South Towne Limited Partnership and Macerich St Marketplace Limited Partnership
Trustee: Merrill Title Company
Beneficiary: Lehman Brothers Holdings Inc., D/B/A Lehman Capital, a Division of Lehman Brothers Holdings Inc.
Amount: \$65,000,000.00, plus interest
Dated: September 3, 1997
Recorded: September 4, 1997
Entry No.: 6731824
Book/Page: 7751/96

Amended, Restated and Extended Blanket Deed Of Trust, Assignment of Leases and Rents and Security Agreement, dated July 24, 1998 as Entry No. 7037749, in Book 8046 at Page 1666 of Official Records.
(Affects the subject property and other Property)
26. FINANCING STATEMENT
Debtor: Macerich South Towne Limited Partnership, a California Limited Partnership and Macerich St Marketplace Limited Partnership, a California Limited Partnership
Creditor: Lehman Brothers Holdings Inc., D/B/A Lehman Capital, a Division of Lehman Brothers Holdings Inc
For: Collateral
Recorded: September 4, 1997
Entry No.: 6731825
Book/Page: 7751/186

Amendment of Financing Statement recorded July 27, 1998 as Entry No. 7037750, in Book 8046 at Page 1783 of Official Records.

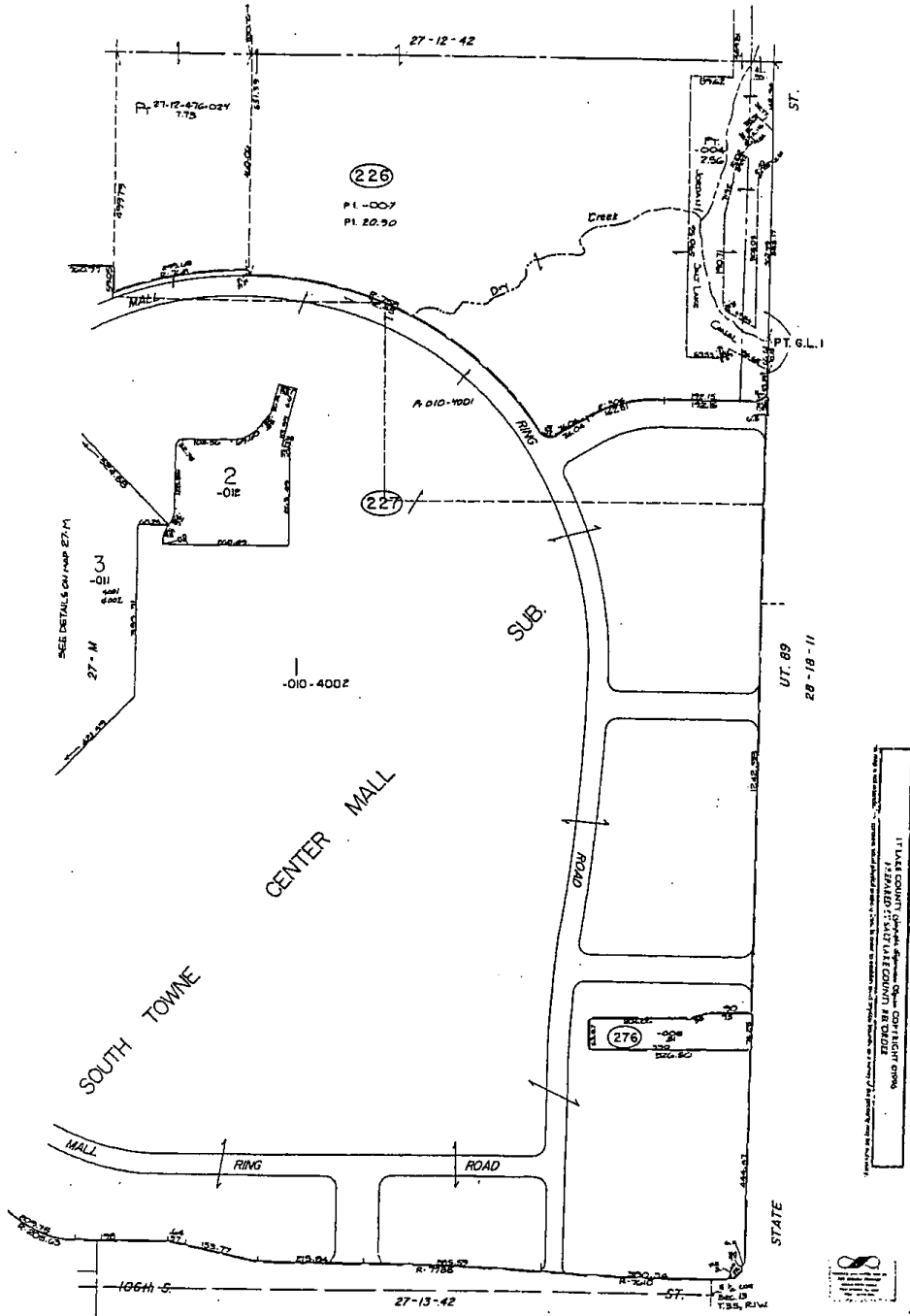
Continuation of Financing Statement recorded August 28, 2002 as Entry No. 8335293, in Book 8639 at Page 2014 of Official Records.

Assignment of Financing Statement to LaSalle National Bank as Trustee for the Registered Holders of GMAC Commercial Securities, Inc. Mortgage pass through Certificates, Series 1998-C2, recorded February 5, 2003 as Entry No. 8520207, in Book 8734 at Page 32 of Official Records.
(Affects the subject property and other property)
27. NOTE: Sandy City Corporation and Macerich St Marketplace Limited Partnership, a California Limited Partnership have been checked for judgments and none appear of record, except as shown herein.

Exhibit "A"
(Legal Description)

Beginning at a point on the Westerly right of way line of State Street, which point is North 89°50'56" East, 41.33 feet; and South 00°01'50" East along said line, 583.24 feet along said line, and South 00°50'43" East along said line, 66.61 feet along said line from the Northeast Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian (basis of bearing being South 00°01'50" East 2599.11 feet along the monument line of State Street between the monuments found marking the intersections of 10600 South and 10200 South Streets), said Northeast Corner of Section 13 being South 89°53'20" West, 92.33 feet from the monument at the intersection of 10200 South and State Streets, and running thence South 00°50'43" East along said line for 3.70 feet; thence South 00°01'50" East along said line for 44.47 feet; thence with a curve to the right having a radius of 20.00 feet, a central angle of 67° 44'26" (chord bearing and distance of South 56°08'47" West-22.29 feet) and for an arc distance of 23.65 feet; thence North 89°59'00" West for 192.65 feet; thence with a curve to the left having a radius of 311.04 feet, a central angle of 31°04'00" (chord bearing and distance of South 74°29'00" West-166.59 feet) and for an arc distance of 168.65 feet; thence South 59°37'30" West for 70.37 feet; thence with a curve to the right having a radius of 20.00 feet, a central angle of 85°08'19" (chord bearing and distance of North 77°48'21" West-27.06 feet) and for an arc distance of 29.72 feet; thence with a curve to the left having a radius of 763.00 feet, a central angle of 27°29'39" (chord bearing and distance of North 48°59'01" West-362.63 feet) and for an arc distance of 366.14 feet; thence North 30°00'00" East for 143.99 feet; thence North 60°00'00" East for 50.00 feet; thence North 90°00'00" East for 218.89 feet; thence South 45°00'00" East for 70.71 feet; thence South 00°00'00" West for 158.33 feet; thence South 45°00'00" East for 35.36 feet; thence South 89°59'47" East for 222.21 feet; thence with a curve to the left having a radius of 25.00 feet, a central angle of 82°58'40" (chord bearing and distance of North 48°31'41" East-33.12 feet) and for an arc distance of 36.21 feet; thence South 61°30'58" East for 86.65 feet to the point of beginning.

The following is shown for information purposes only: Tax ID No. Part of 27-13-226-007



SALT LAKE CO.
 E. 1/2 NE. 1/4 SEC. 13 T.3S. R.1W.

SCALE: 1" = 100'
 27-13-22

BK 9049 PG 8292

I HAVE EXAMINED THE ORIGINAL RECORDS OF THE SALT LAKE COUNTY RECORDS OFFICE AND HAVE FOUND THE INFORMATION CONTAINED HEREIN TO BE TRUE AND CORRECT.

COMMITMENT FOR TITLE INSURANCE

Issued by **Commonwealth Land Title Insurance Company**



Commonwealth Land Title Insurance Company is a member of the LandAmerica family of title insurance underwriters.

Commonwealth Land Title Insurance Company, a Pennsylvania corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate 120 days after the effective date hereof or when the policy or policies committed for shall be issued, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the company.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Commitment to become valid when countersigned by an authorized officer or agent of the Company.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest:

Wm. Chadwick Perrine

Secretary



By:

Janet A. Albert

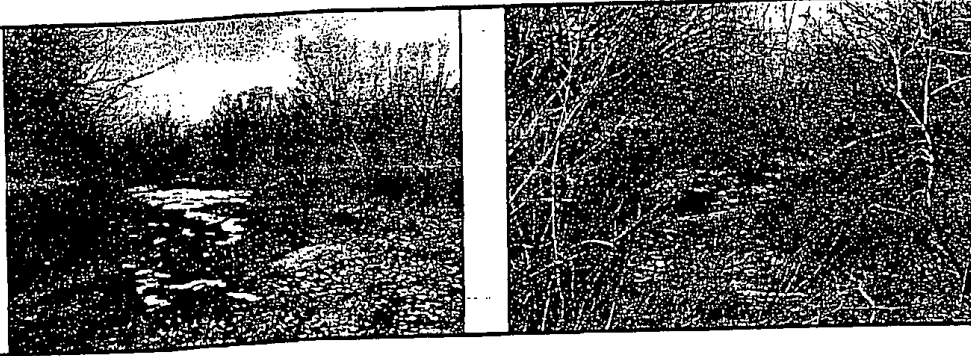
President

Conditions and Stipulations

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

EXHIBIT D
PROPOSED MAINTENANCE PLAN
[ATTACHED

Sandy City



Proposed Maintenance Plan Neff's Grove and Dry Creek April 2002

Prepared for:
Sandy City

Prepared by:
Stantec Consulting Inc.



BK 9049 PG 8295

**SANDY CITY
 MAINTENANCE PLAN
 NEFF'S GROVE and DRY CREEK
 SOUTH TOWNE MALL, SANDY**

TABLE OF CONTENTS

SITE DESCRIPTION..... 1
 DRY CREEK CORRIDOR..... 1
 NEFF'S GROVE..... 4
 MAINTENANCE PLAN / IMPROVEMENTS..... 4
 DRY CREEK CORRIDOR..... 4
 Vegetation..... 4
 NEFF'S GROVE..... 5
 Public Safety..... 5
 Flow Improvements..... 5
 Vegetation..... 5
 Trail System..... 8
 SUMMARY..... 8

LIST OF FIGURES

Figure 1 – Site Location..... 2
 Figure 2 – Existing Conditions..... 3
 Figure 3 – Plan View Dry Creek..... 6
 Figure 4 – Cross-section Dry Creek..... 7
 Figure 5 – Plan View Neff's Grove..... 9
 Figure 6 – Cross-section Neff's Grove..... 10

**SANDY CITY
MAINTENANCE PLAN
NEFF'S GROVE and DRY CREEK
SOUTH TOWNE MALL, SANDY**

Neff's Grove is an existing open space located west of the Black Angus restaurant and just North of Dry Creek near the South Towne Mall in Sandy. Please refer to Figure 1 for site location. Neff's Grove is approximately 2.3 acres in size. Portions of Neff's Grove and Dry Creek were designed and constructed as part of compensatory mitigation for the South Towne Mall Project in 1990. A Department of the Army (DOA) permit number was assigned to the 1990 wetland mitigation work (DOA #199000957). These areas are under the jurisdiction of the US Army Corps of Engineers (USACE). Currently the site is overgrown with invasive and undesirable plants and trees. Trash and debris has accumulated in Dry Creek and Neff's Grove. Neff's Grove receives intermittent water flow via Dry Creek, but due to excessive deposition, the diversion structure feeding Neff's grove has filled in with silt. Neff's Grove lacks sufficient water to sustain a wetland environment. Sandy City has raised a public safety issue due to the presence of vagrants, inability to conduct a visual inspection of the area and other questionable activities in the area. Please refer to Figure 2 for an Existing Conditions Map.

~~This Maintenance Plan for Neff's Grove and Dry Creek is proposed to assist Sandy City in maintaining an aesthetically pleasing open space that may be enjoyed by local business employees and visitors. The city may wish to pursue enhancement of the area by establishing a trail system that includes an interpretive center and other amenities.~~

Sandy City would like to request letters from all appropriate regulatory agencies stating no permits are required based on the maintenance activities outlined in this plan.

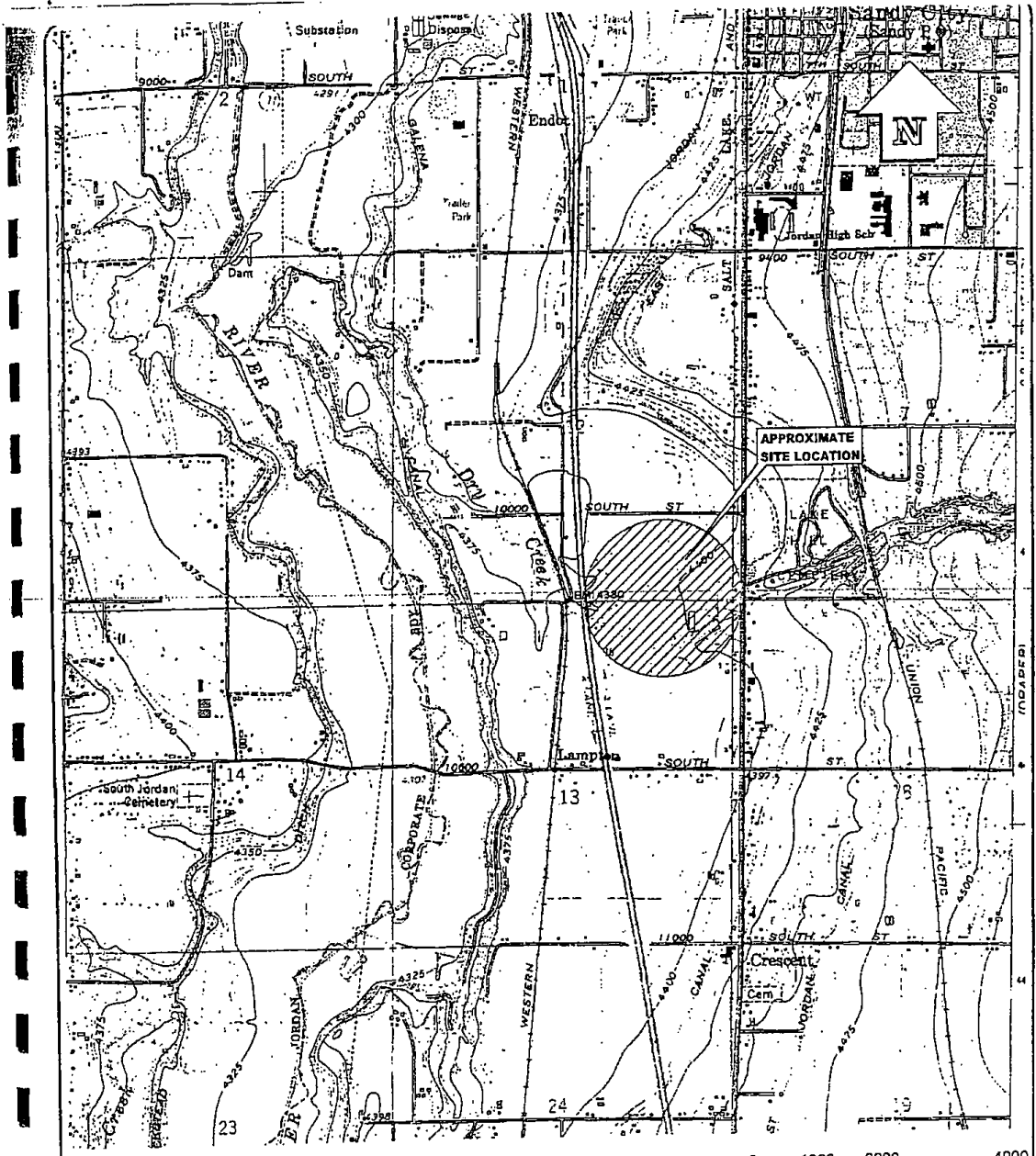
SITE DESCRIPTION

Dry Creek Corridor

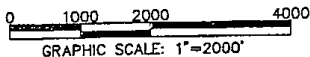
The Dry Creek Corridor is defined as the corridor along Dry Creek extending from each top of bank, approximately 30-50 feet. The corridor extends approximately 2,200 feet from State Street to the I-15 crossing. Dry Creek is an intermittent stream that flows along the south side of the site. While some of the flow from Dry Creek is diverted through Neff's Grove via a small channel, the site receives minimal water flow.



Two existing drop structures in Dry Creek were originally built to control the water flow. These structures are constructed of timber and are potentially in need of repair and maintenance.



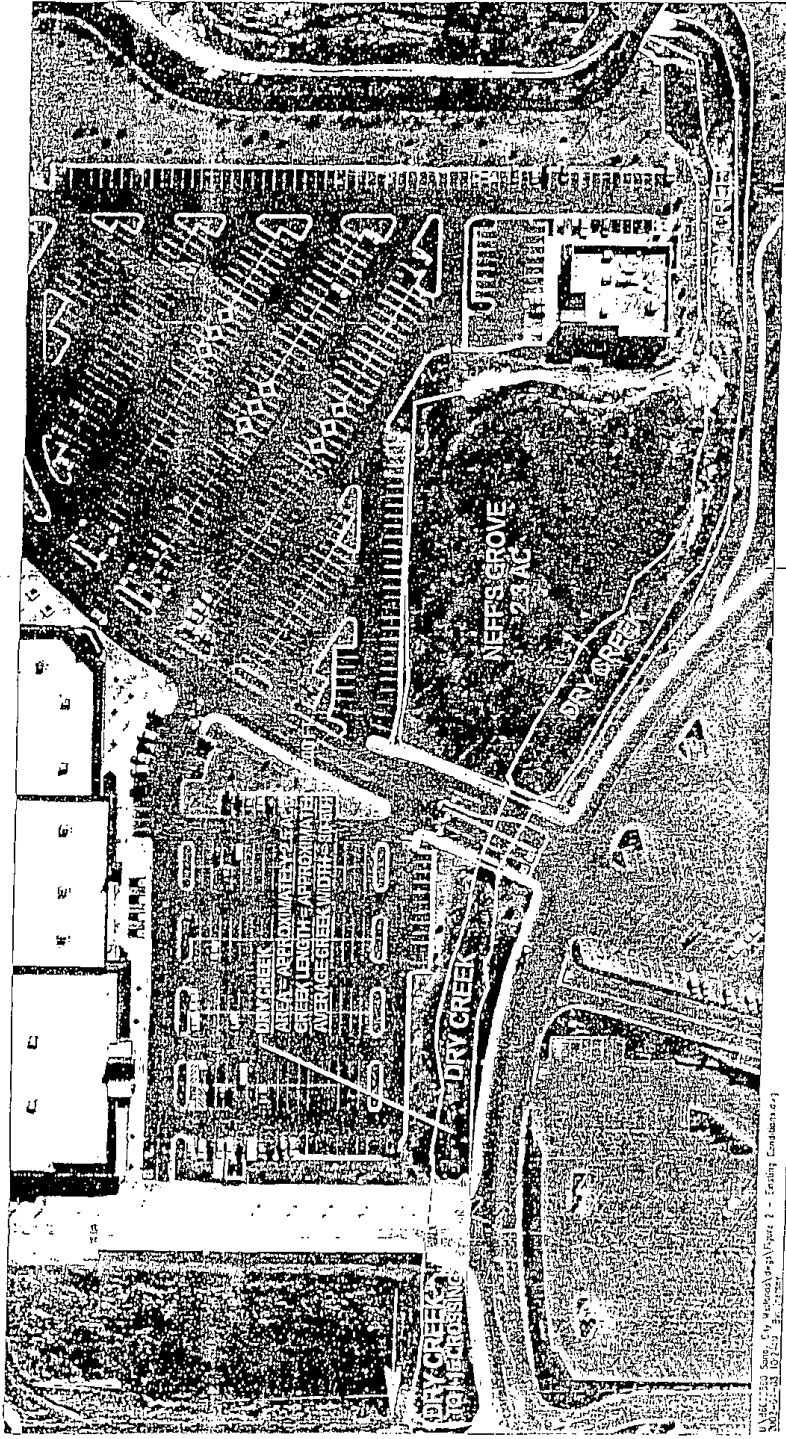
MAP SOURCE: 7.5 MINUTE SERIES TOPOGRAPHIC MAPS
 MIDVALE UTAH, 1963, PHOTOREVISED 1969 & 1975



SITE LOCATION MAP
SANDY CITY MAINTENANCE PLAN
FOR NEFF'S GROVE AND DRY CREEK
SALT LAKE COUNTY, UTAH



FIGURE NUMBER
 1



SHEET NO. 1
 SHEET TOTAL 20
 DATE 11/11/00
 PROJECT NAME
 SHEET NO. 1
 SHEET TOTAL 20

NEFF'S GROVE BOUNDARY
 DP - CREEK BOUNDARY
 APPROXIMATE SCALE: 1"=80'
 EXISTING CONDITIONS

Stanlec Consulting Inc.
 3000 S. 19th St. Suite 100
 Scottsdale, AZ 85261
 Tel: 480.345.2090
 Fax: 480.345.1571
 www.stanlec.com



Neff's Grove

The area known as Neff's grove is bounded by Dry Creek on the south and parking and business to the north, east and west. The area is overgrown with invasive and undesirable plant species, particularly Russian Olives. Dense vegetation restricts visibility across the site. The low visibility in the area has probably contributed to the site becoming an area for transient people to reside.



Neff's Grove has some historical importance; during the pioneer era, it was used as a campground and a picnic site. The Andrus House, previously located in this area, has been relocated to Pioneer Trails State Park. In 1985 the site was considered to be ineligible for listing by the Utah State Historic Preservation Office due to significant alterations of the site. However, recommendations were made at the time to set aside a small area for historical and educational interpretation.

MAINTENANCE PLAN / IMPROVEMENTS

Dry Creek Corridor

The existing flow control structures should be cleared of silt deposition and repaired as needed.

Annual maintenance of these structures is recommended to prevent flow impedance of Dry Creek. An annual spring clean-up should be conducted to remove silt and debris collected at the flow structures. A backhoe may be necessary for this clean-up. Access points near the flow structures would be provided to allow maintenance vehicles room to remove deposited material and debris.



Vegetation

A selective cut of invasive and undesirable plant species along with replacement of native plant species is recommended for vegetation enhancement. Native plant species includes cottonwoods and willows. Existing native willows and cottonwoods should not be removed, particularly on the banks of Dry Creek, as these trees are important for bank stabilization. Specific details including the timing of this work will be done in accordance with recommendations made by the U.S. Fish and Wildlife Service.

by

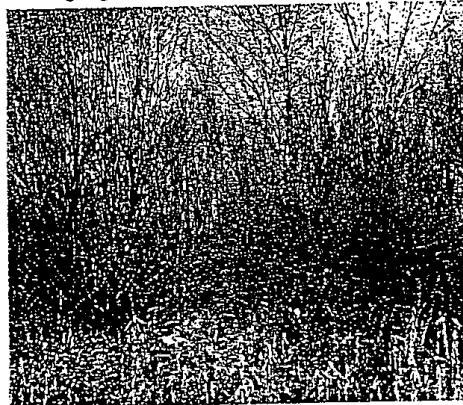
For liability reasons, dead wood pruning and downed dead wood removal should be conducted on an annual basis.

Annual maintenance of the vegetation is recommended. Control of invasive species and weeds will help to ensure a more diverse system. Hand-pulling and pruning may be all that is required. Please refer to Figure 3 – Plan View of Dry Creek and Figure 4 – Typical Cross-section of Dry Creek for a representation of Maintenance Activities.

Neff's Grove

Public Safety

Thinning the existing dense vegetation will contribute to increasing the visibility by creating sight-lines in the area, thereby providing for public safety. These sight-lines are proposed to run in a north-south direction. Establishment of these lines may require vegetation removal and/or pruning depending on the specific circumstances. These sight-lines should be maintained on an annual basis and may be coordinated with the annual spring clean-up recommended above.



Retaining the native trees and shrubs along Dry Creek, as recommended above, will also provide some degree of public safety by discouraging children from entering the creek.

Flow Improvements

Routine clean-out of sediment and debris around the diversion structure will restore water conveyance to Neff's Grove. An access point for maintenance vehicles should be provided to allow for this activity. A backhoe equipped with rubber tires may be necessary for this clean-out. The use of rubber-tired maintenance vehicles will minimize impacts to the area. Annual maintenance of the diversion structure should be coordinated with other maintenance activities recommended in this Plan.

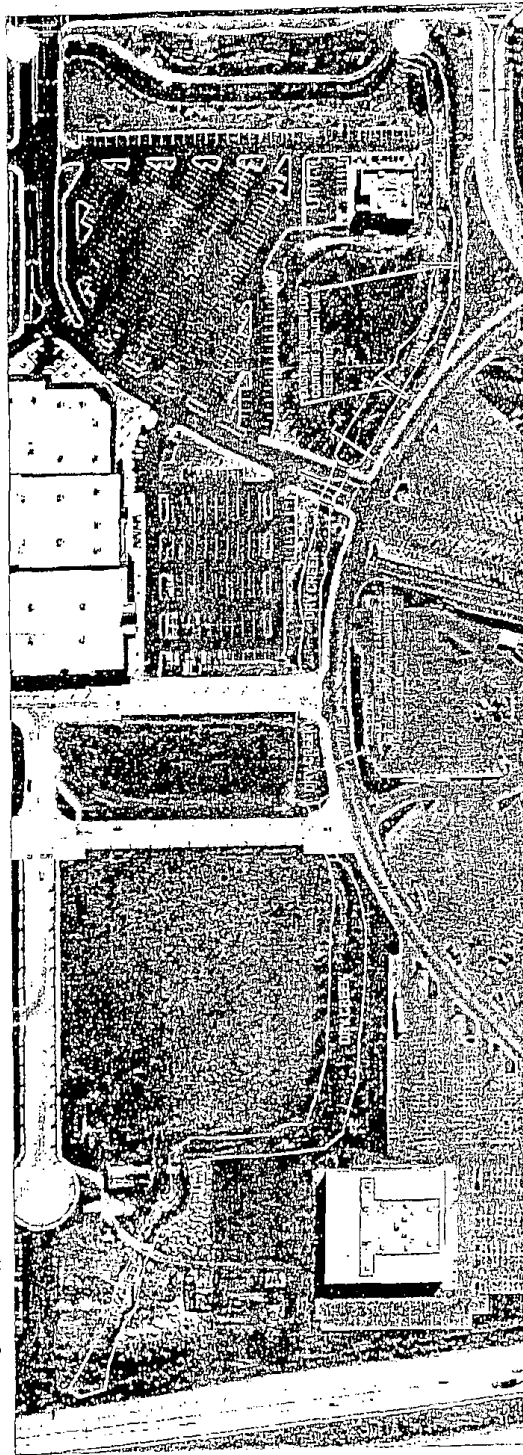
Vegetation

A selective cut and replacement as recommended for the Dry Creek Corridor is also recommended for Neff's Grove. Native trees, shrubs and plant species are specified for enhancing Neff's Grove. For liability reasons, dead wood pruning and downed dead wood removal should be conducted on an annual basis. Annual maintenance of the vegetation is recommended. Control of invasive species and weeds will help to ensure a more diverse system. Thinning and selective cutting would be performed with saws and small mechanized equipment. Stumps and other tree material would be chipped onsite and potential spread out on the underneath the remaining trees. Hand-pulling and pruning may also be required in certain areas close to Dry Creek.

NOTES:

DRY CREEK MAINTENANCE ACTIVITIES

1. Remove trash and debris along entire creek segment.
2. Remove sediment deposits at upstream flow control structure to restore conveyance of water to Neff's Grove.
3. Remove invasive or undesirable tree species (e.g. Russian Olive) and replace with native willows to ensure sight lines for public safety.
4. Sandy City will facilitate maintenance activities along top of bank.
5. See Figure 4 for typical cross-section A-A.



MASSACHUSETTS STATE COLLEGE OF AQUACULTURE
2002-2003 10/23/03 3P 4/22/03

DATE: 2003
REVISED:

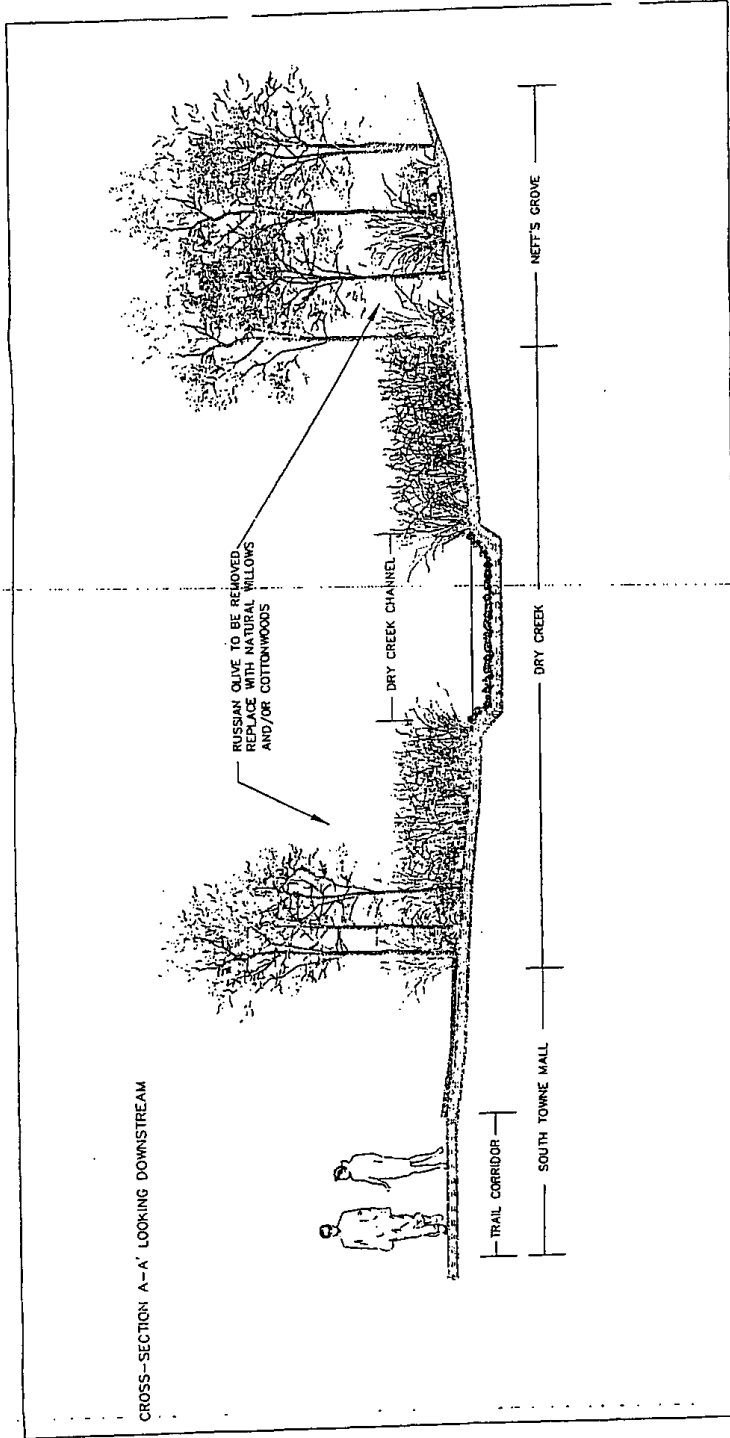
Legend

- DRY CREEK BOUNDARY
- APPROXIMATE SCALE: 1"=150'

DRY CREEK
SANDY CITY
MAINTENANCE PLAN FOR
NEFF'S GROVE AND DRY CREEK
Figure No. 30
DATE: 2003
PLAN VIEW
DRY CREEK

Stanec Consulting Inc.
Suite 306, 3965 South 780 East
Salt Lake City UT U.S.A.
81107
Ph: 801 261 0023
Fax: 801 266 1271
www.stanec.com





CROSS-SECTION A-A' LOOKING DOWNSTREAM

RUSSIAN OLIVE TO BE REMOVED,
REPLACE WITH NATURAL WILLOWS
AND/OR COTTONWOODS

DRY CREEK CHANNEL

TRAIL CORRIDOR

SOUTH TOWNE MALL

DRY CREEK

NETT'S GROVE

APRIL 2002
DATE

Client/Project
SANDY CITY
MAINTENANCE PLAN FOR
NETT'S GROVE AND DRY CREEK

Figure No. 4.0
Title CROSS SECTION
DRY CREEK

Notes
DRAWINGS NOT TO SCALE

USA 00000560 South City Wetlands.dwg/Project 4 - Dry Creek Cross Section.dwg
2007-04-08 10:47:30 By: J.B.W.

Legend

Slantec Consulting Inc.
Suite 300, 3895 South 700 East
Salt Lake City UT U.S.A.
84107
Tel. 801.261.0080
Fax. 801.266.1671
www.slantec.com



Slantec

Trail System

Developing a soft-surface trail system through the site will enhance the area. This system could be connected to the existing trail along State Street. Interpretive and historic signage may be considered, as well as a bird viewing area. Such signs may include:

HELP PROTECT
WETLANDS
STAY ON TRAIL

PLEASE DON'T
LITTER

NEFF'S GROVE
HISTORICAL SITE

The local historical society should be contacted for details regarding a historical marker. Trash receptacles will be placed in the area to facilitate litter removal.

Routine maintenance of this trail system would include litter removal, vegetation pruning, trail improvements as necessary, and should be conducted on an annual basis. No fill material would be placed in drainages or Dry Creek to complete the proposed trail. If necessary bridge crossings would be used. Please refer to Figure 5 - Plan View of Neff's Grove and Figure 6 - Typical Cross-section for a representation of proposed maintenance activities and trail system.

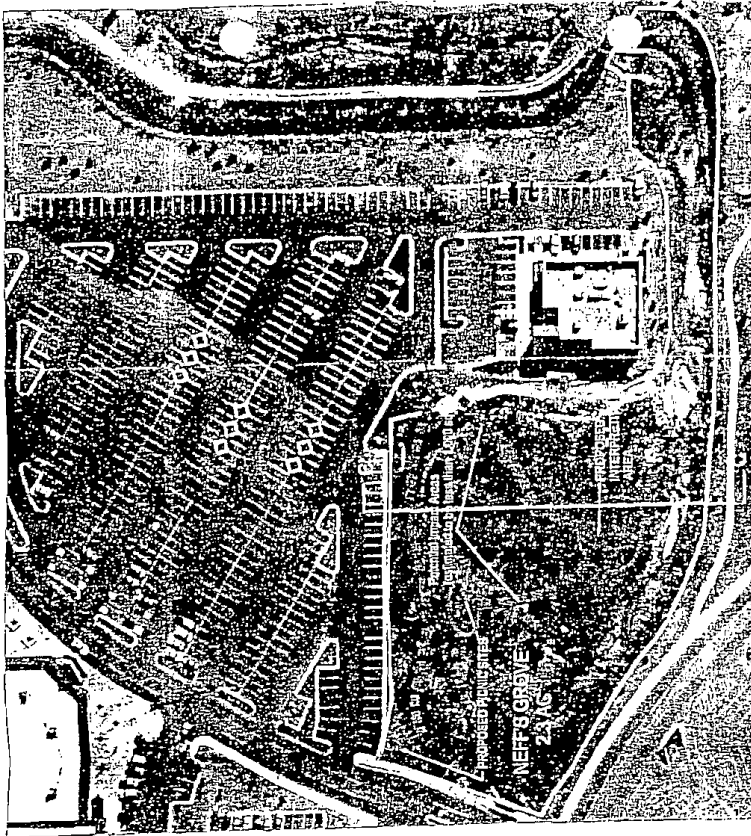
SUMMARY

The Neff's Grove area remains as a natural site amidst a large commercial development. Improvements and maintenance of this site would serve as an enhancement of the development as well as providing green, open space to be used by patrons and employees in the area. Neff's Grove and portions of Dry Creek are currently under the jurisdiction of the USACE from previous compensatory wetland mitigation related to the South Towne Mall project in 1990.

Flow control improvements, vegetation enhancement, increased site visibility and development of a trail system is recommended for site improvement. Specific maintenance activities are recommended to maintain water flow to the site, to provide for public safety and to enhance the aesthetic value of the area. The following tasks are recommended for an annual maintenance program:

- Debris and silt removal from Dry Creek flow control structures
- Debris and litter removal from area
- Vegetation maintenance to reduce invasive species and to increase visibility
- Trail system maintenance

The proposed trail system and interpretive center would be designed to avoid fragile wetland areas. A soft trail system would be used to handle foot traffic in and around the Neff's Grove area. Any fill material to be placed in jurisdictional wetlands is estimated to be minimal. If a creek and/or drainage crossing is necessary a bridge would be used. Potential impacts to jurisdictional waters are estimated to be less than 1,000 square feet. Any impacts to jurisdictional waters will be offset by vegetative enhancement in Neff's Grove.



- NOTES:**
1. Remove trash and debris throughout Neff's Grove.
 2. Remove sediment deposits within wetland feed creek to restore conveyance to wetlands.
 3. Remove invasive or undesirable tree species (e.g. Russian Olive) and replace with desirable plant species (see list below).
 4. Sandy City will facilitate maintenance activities in wetland area of Neff's Grove.
 5. Soit trail system, picnic areas, and interpretive center through upland areas (except where shown as impacts).
 6. Width of trail is approximately 10 feet.
 7. Potential impacts to jurisdictional waters (drainage crossings) due to trail system construction estimated to be less than 1,000 sq ft.
 8. Impacts to jurisdictional waters offset with vegetative enhancement using native species in Neff's Grove (see recommended plant list)
 9. See Figure 6 for cross-section C-C.

NEFF'S GROVE RECOMMENDED PLANT LIST

PLANT NAME	PLANT SPECIES
COYOTE WILLOW	<i>Salix exigna</i>
COTTONWOOD	<i>Populus angustifolia</i>
WESTERN RIVER BIRCH	<i>Betula occidentalis</i>
CHOKECHERRY	<i>Prunus virginiana</i>
RED-OSIER DOGWOOD	<i>Cornus stolonifera</i>
WOODS ROSE	<i>Rosa woodsii</i>

W:\05030608_Sandy_City_Wetland_Veg_Figure 5 - Neff's Grove Plant Vending
2007-01-28 11:23:44 AM J222

Stanlec Consulting Inc.
 Suite 300, 3995 South 700 East
 Salt Lake City UT U.S.A.
 84107
 Tel. 801.261.0090
 Fax. 801.266.1671
 www.stanlec.com

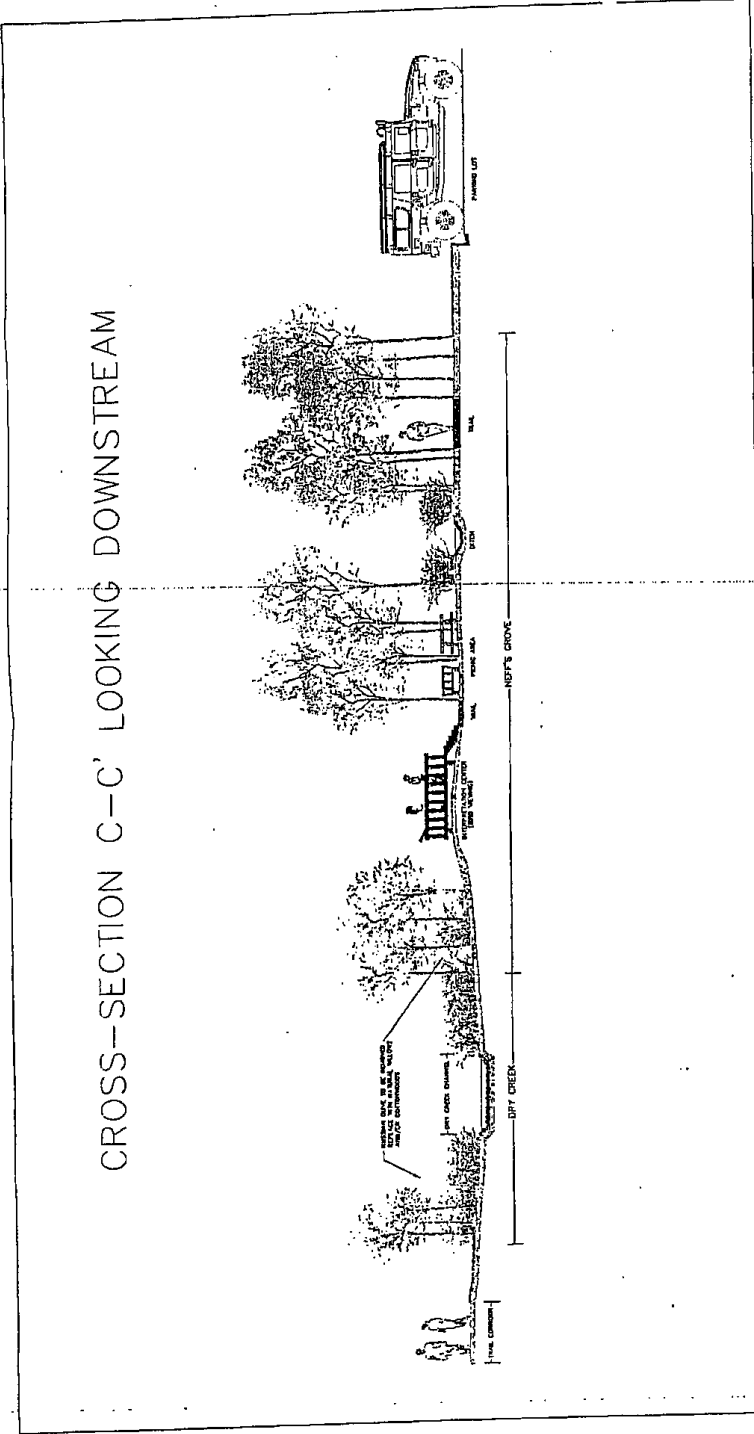


Legend

- NEFF'S GROVE BOUNDARY
- APPROXIMATE SCALE: 1"=80'
- APPROXIMATE LOCATION OF TRAIL SYSTEM
- POTENTIAL IMPACT AREAS (DRAINAGE CROSSINGS)

Client/Project
 SANDY CITY
 MAINTENANCE PLAN FOR
 NEFF'S GROVE AND DRY CREEK
 Figure No. 5.0
 Date PLAN VIEW
 NEFF'S GROVE

CROSS-SECTION C-C' LOOKING DOWNSTREAM



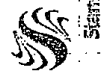
APRIL 2008
 810000150 Sandy, UT, WeldonA.dwg \Figures 6 - Rail's Grove Cross Section.dwg
 2007-01-08 11:27AM Dr. Jerry

Client/Project
 SANDY CITY
 MAINTENANCE PLAN FOR
 NEFF'S GROVE AND DRY CREEK
 Figure No.
 Title
 CROSS SECTION
 NEFF'S GROVE

Notes
 NOT TO SCALE

Legend

Slantec Consulting, Inc.
 Suite 300, 3895 South, 700 East
 Salt Lake City UT U.S.A.
 84107
 Tel: 801.261.0090
 Fax: 801.266.1671
 www.slantec.com



ORIGINAL SHEET - AM 11

Sandy City wishes to conduct work in Neff's Grove and Dry Creek with no new permits required based on the maintenance activities outlined in this plan. Sandy City requests that all work in this plan be completed as a permit modification under the existing DOA permit #199000957. All work is scheduled to begin in the spring of 2002.