

9916398

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
3128mace.pc; RW01

9916398
11/21/2006 02:40 PM \$16.00
Book - 9383 Pg - 8830-8833
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
QUESTAR GAS COMPANY
PO BOX 45360
SLC UT 84145-0360
BY: ZJM, DEPUTY - WI 4 P.

Space above for County Recorder's use
PARCEL I.D.# 27-13-227-013-4002

RIGHT-OF-WAY AND EASEMENT GRANT
UT 22285

MACERICH SOUTH TOWNE LIMITED PARTNERSHIP

Grantor, by and through MACERICH SOUTH TOWNE GP CORP., General Partner, does hereby convey and warrant to QUESTAR GAS 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 20.00 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 depicted on Exhibit A attached hereto and incorporated herein, situated in Salt Lake County, State of Utah, to-wit:

A twenty (20) foot wide easement for the purpose of a gas line, lying ten (10) feet on each side and being parallel to the following described centerline:

Beginning at a point on the Northerly right of way line of 10600 South Street, which point lies North 00°01'50" West for 134.562 feet along the monument line of State Street; and North 90°00'00" West for 1437.925 feet from the centerline intersection monument in the intersection of 10600 South Street and State Street, said monument lying South 87°49'05" East for 134.93 feet from the East ¼ corner of section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian (Basis of Bearing being North 00°01'50" West for 2599.11 feet along the monument line of State Street between the monuments found marking the intersections of 10600 South and 10200 South Streets), thence North 00°17'23" East for 236.381 feet to the end of said centerline.

TO HAVE AND TO HOLD the same unto said QUESTAR GAS 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. Should Grantee cease maintaining and operating the facilities, Grantee agrees to execute, within a commercially reasonable period of time after Grantor's request therefor, a quitclaim deed or such other recordable instrument as is sufficient to satisfy a reasonable title company that this Right-of-Way and Easement Grant is terminated. However, Grantee shall not be obligated to provide such termination instrument if Grantee in good faith notifies Grantor that it intends to maintain, operate or otherwise utilize the facilities again within a period of one year. During temporary periods, Grantee shall have the right, in connection with construction, maintenance, repair, removal or replacement of the facilities, to use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary. 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.

Except as otherwise provided in this Right of Way and Easement Grant, 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, nor allow the planting of trees within the right-of-way, without the written consent of Grantee, which consent shall not be unreasonably withheld or delayed. Lawns, landscaping (but excluding trees and other landscaping that could have any adverse impact on the facilities), concrete curbs, gutters and sidewalks, and asphalt are permitted within the right-of-way area, provided that their installation does not necessitate any excavation or other change in the grade of the right of way. 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.

Grantee shall indemnify Grantor against and hold it harmless from any claim, demand, liability, loss, cost or expense (including reasonable attorneys' fees) resulting from the negligence, or the intentional or willful acts of Grantee and/or its agents and/or contractors. Grantor shall indemnify Grantee and hold it harmless from any claim, demand, liability, loss, cost or expense (including reasonable attorneys' fees) resulting from the negligence, or the intentional or willful acts of Grantor and/or its agents and/or contractors.

Except as set forth herein, Grantee shall maintain and repair its facilities without cost to Grantor, and in such manner as to cause as little interference with use of the surface of the land as is reasonably practicable. Following completion of Grantee's work, Grantee shall repair and restore the surface of the land to its prior condition as much as is reasonably practicable, unless it has reached some other agreement with Grantor. Nothing in this Right of Way and Easement

[CONTINUED ON PAGE 3]

Grant shall require Grantee to repair or replace any improvements that may be placed in the easement area in violation of this Agreement.

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 October, 2006.

MACERICH SOUTH TOWNE LIMITED PARTNERSHIP,
a California limited partnership

By: MACERICH SOUTH TOWNE GP CORP.,
a Delaware corporation, its general partner

By: Stephen Spector

Name: Stephen Spector

Its: Senior Vice President

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

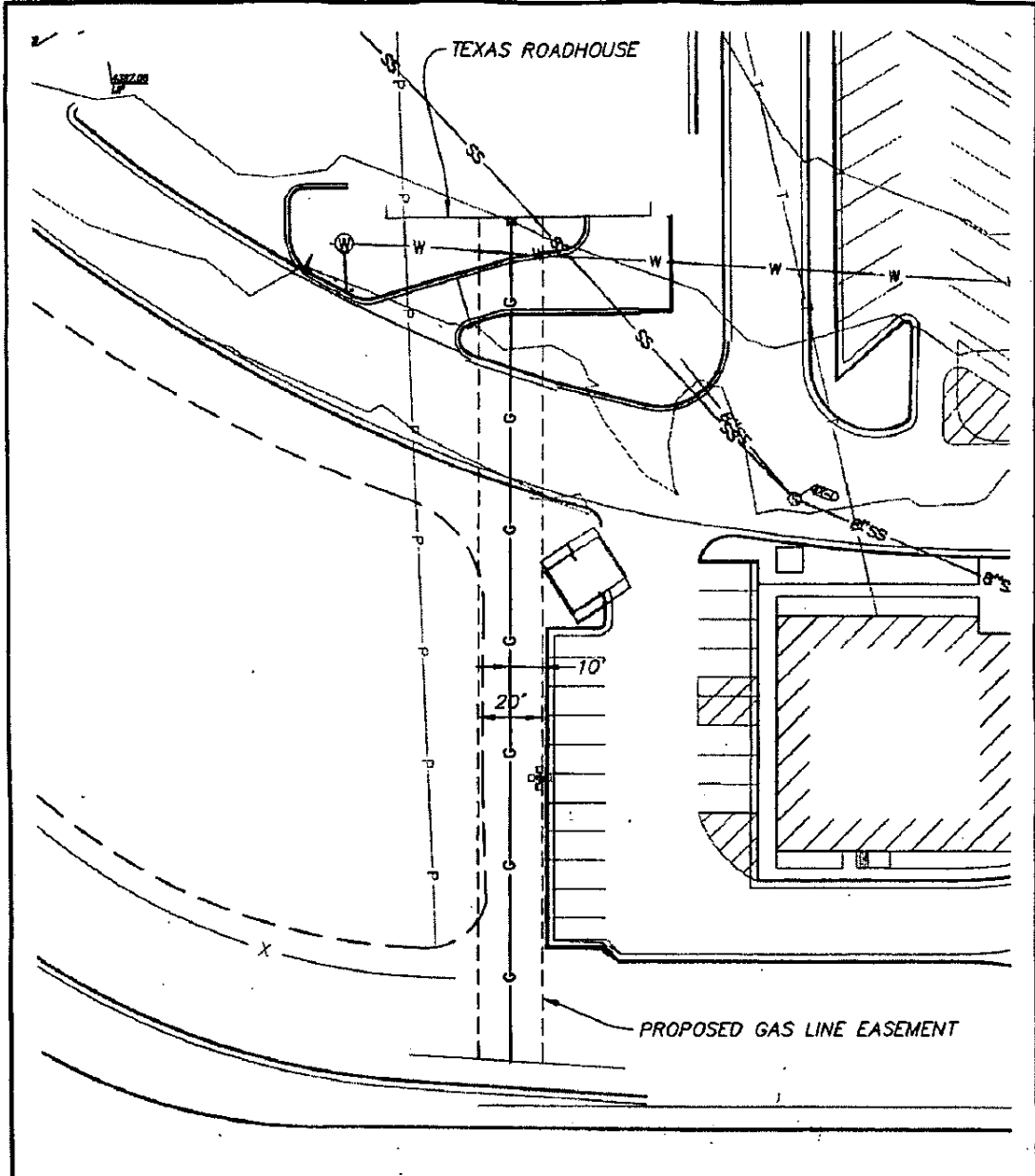
On October 31, 2006 before me, Lisa Rene Pena personally appeared, Stephen Spector, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.

Signature [Signature]
Lisa Rene Pena
My commission expires November 17, 2007



THIS AREA FOR OFFICIAL NOTARIAL SEAL



NOLTE BEYOND ENGINEERING <small>1007 SHELBY STREET, SUITE 100 OKLAHOMA CITY, OKLAHOMA 73106 (405) 241-8888 TEL. (405) 241-8888 FAX</small>	SOUTH TOWNE CENTER QUESTAR GAS LINE EASEMENT FOR TEXAS ROADHOUSE		SHEET NUMBER
	<small>MEMBER OF BENT ENGINEERS</small>	PREPARED FOR: MACERICH COMPANY	DATE SUBMITTED: OCT 2008

Exhibit A to Right-of-Way and Easement Grant