

MES07650

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT (STORM SEWER)
NAME OF PROPERTY OWNER OR GRANTOR:	SM MESA MALL, LLC.
PURPOSE:	RANCHMAN'S DITCH STORM SEWER EASEMENTS
ADDRESS:	2412 HIGHWAY 6 AND 50
TAX PARCEL NO.:	2945-092-10-025 2945-092-03-011 2945-043-06-001
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2007
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

WHEN RECORDED RETURN TO:
City of Grand Junction
Real Estate Division
250 North 5th Street
Grand Junction, CO 81501

GRANT OF STORM SEWER EASEMENTS

SM MESA MALL, LLC, a Delaware limited liability company, Grantor, as successor-in-interest to SDG Macerich Properties, L.P., whose address is 401 Wilshire Boulevard, Suite 700, Santa Monica, California 90401, for and in consideration of the sum of ten (\$10.00) dollars, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has sold, granted and conveyed, and by these presents does hereby sell, grant and convey to **The City of Grand Junction, a Colorado home rule municipality, Grantee,** whose address is 250 North 5th Street, Grand Junction, Colorado 81501, the following described Perpetual Easements for the installation, operation, maintenance, repair and replacement of storm water facilities, on, along, over, under, through and across the following described parcel of land, to wit:

Parcel 1

A certain perpetual storm sewer easement located in the Northwest Quarter (NW 1/4) of Section 9, Township One South, Range One West of the Ute Principal Meridian, County of Mesa, State of Colorado, and being more particularly described as follows:

Commencing at the Northeast corner of the (NW 1/4) of said Section 9 and assuming the North line of the of the NW 1/4 of said Section 9 to bear S89°48'22"W with all bearings contained herein relative thereto; thence from said Point of Commencement S89°48'22"W a distance of 2094.94 feet to the Northeast corner of Lot 2, Mesa Mall Minor Subdivision, recorded in Plat Book 14, Page 64 of the Mesa County, Colorado public records; thence S39°51'51"E along the Northeasterly line of said Lot 2 a distance of 32.01 feet to the Point of Beginning; thence S39°51'51"E continuing along the Northeasterly line of said Lot 2, a distance of 83.23 feet; thence S89°19'52"W a distance of 106.55 feet; thence S86°22'28"W a distance of 79.56 feet to a point on the Westerly line of said Lot 2; thence along the Westerly line of said Lot 2, 72.66 feet along the arc of a 308.00 foot radius curve concave West, having a central angle of 13°30'58" and a chord bearing N20°30'10"E a distance of 72.49 feet; thence N88°47'23"E a distance of 107.23 feet to the Point of Beginning.

Said parcel contains 9,395.00 square feet, more or less, as described herein and depicted on **Exhibit "A"**, attached hereto and incorporated herein by reference,

and also;

Parcel 2

A certain perpetual storm sewer easement located in the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of Section 9, Township One South, Range One West of the Ute Principal Meridian, County of Mesa, State of Colorado, and being more particularly described as follows:

Commencing at the most Southerly corner of Lot 3, Mesa Mall Subdivision, recorded in Plat Book 12, Page 233 of the Mesa County, Colorado public records and assuming the Southwesterly line of said Lot 3 to bear N45°07'51"W with all bearings contained herein relative thereto; thence N45°07'51"W along the Southwesterly line of said Lot 3 a distance of 84.03 feet to the Point of Beginning; thence S61°58'26"W a distance of 34.72 feet; thence N89°38'11"W a distance of 111.36 feet; thence N86°37'47"W a distance of 166.77 feet; thence N44°52'09"E a distance of 76.10; thence S86°37'47"E a distance of 114.85 feet; thence S89°38'11"E a distance of 95.44 feet; thence N61°58'26"E a distance of 2.77 feet to the Southwesterly line of said Lot 3; thence S45°07'51"E along the Southwesterly line of said Lot 3 a distance of 59.64 feet to the Point of Beginning.

Said parcel contains 0.34 acres (14,989.00 square feet), more or less, as described herein and depicted on **Exhibit "B"**, attached hereto and incorporated herein by reference,

and also;

Parcel 3

A certain perpetual storm sewer easement located in the Northwest Quarter (NW 1/4) of Section 9, Township One South, Range One West of the Ute Principal Meridian, County of Mesa, State of Colorado, and being more particularly described as follows:

Commencing at the Northeast corner of the NW 1/4 of said Section 9 and assuming the North line of the of the NW 1/4 of said Section 9 to bear S89°48'22"W with all bearings contained herein relative thereto; thence from said Point of Commencement S89°48'22"W a distance of 2094.94 feet to the Northeast corner of Lot 2, Mesa Mall Minor Subdivision, recorded in Plat Book 14, Page 64 of the Mesa County, Colorado public records; thence S39°51'51"E along the Northeasterly line of said Lot 2 a distance of 32.01 feet to the Point of Beginning; thence N88°47'23"E a distance of 140.52 feet; thence S50°49'27"E a distance of 401.40 feet; thence S46°49'11"E a distance of 73.83 feet; thence S64°47'10"E a distance of 20.24 feet; thence S25°12'50"W a distance of 14.49 feet; thence S46°49'11"E a distance of 161.28 feet; thence S44°52'09"W a distance of 57.02 feet; thence N46°49'11"W a distance of 248.34 feet; thence N50°49'27"W a distance of 381.78 feet; thence S88°47'23"W a distance of 64.62 feet to the Northeasterly line of said Lot 2; thence N39°51'51"W along the Northeasterly line of said Lot 2, a distance of 83.23 feet to the Point of Beginning.

Said parcel contains 1.09 acres (47,334.00 square feet), more or less, as described herein and depicted on **Exhibit "C"**, attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, together with the right of ingress and egress for workers and equipment to survey, maintain, operate, repair, replace, control and use said Easements, and to remove objects interfering therewith, including the trimming of trees and bushes as may be required to permit the operation of standard construction and repair machinery, subject to the terms and conditions contained herein.

1. The interest conveyed is an easement for the limited purposes and uses and upon the terms stated herein. Grantor reserves the right to use and occupy the real property burdened by these Easements for any lawful purpose which is not inconsistent with and which will not substantially interfere with the full use and quiet enjoyment of the rights herein granted; provided, however, that Grantor hereby covenants with Grantee that the Easements shall not be burdened or overburdened by the installation, construction or placement of any improvements, structures or fixtures thereon which may be detrimental to the facilities of Grantee or which may act to prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easements. Nothing in this section shall be interpreted to prevent Grantor from installing landscaping features, curbs, gutters, utilities, signs, lighting, art, or similar improvements typically located in mall parking lots.

2. Grantee's work and act of installing, operating, maintaining, repairing and replacing said storm water facilities shall be performed with due care using commonly accepted standards and techniques without cost to Grantor. Grantee shall not install any permanent improvements that rise above the existing grade or are otherwise inconsistent with Grantor's use of the surface. Except in exigent circumstances, Grantee shall not perform any maintenance, repair, or replacement work that will limit public access to any part of the property, utilize more than four parking spaces, involve heavy equipment or large work crews, or otherwise be disruptive to Grantor's operations in May of any year, or between October 1 and February 1 of any successive years. When practical, Grantee shall provide at least 15 days notice prior to limiting public access to any part of the property or accessing these Easements with heavy equipment or large work crews. Grantee shall repair or replace at its expense any and all utilities,

improvements, landscaping, striping, signage, and surface material affected by the installation, operation, maintenance, repair, or replacement of the storm water facilities.

3. Grantor hereby covenants with Grantee that it has title to the described Property.

4. Grantee shall indemnify Grantor against and hold it harmless from any claim, demand, liability, loss, cost or expense (including reasonable attorneys' fees) made against or incurred by Grantor as a result of or in connection with Grantee's exercise of the Easements, as well as any unauthorized use of the Grantee's property by Grantee.

5. If the storm water facilities contemplated to be built with the Easements are not constructed or are abandoned, Grantor shall have the option, to request release of the Easements, which release shall not be unreasonably withheld or delayed.

Executed on the dates set forth below and delivered this 28th day of March, 2007.

City of Grand Junction,
A Colorado home rule municipality

SM MESA MALL, LLC,
a Delaware limited liability company

By: SDG Macerich Properties, L.P.,
A Delaware limited partnership,
its sole member

By: Macerich Property EQ GP Corp.,
a Delaware corporation,
its authorized general partner

By: David Varley
David Varley, Interim City Manager

By: [Signature]
Name: JOHN M. GENOVESE
Title: SUP-DEVELOPMENT

State of California)
)ss.
County of Los Angeles)

The foregoing instrument was acknowledged before me this _____ day of March, 2007 by _____, _____, of Macerich Property EQ GP Corp.

My commission expires SEE ATTACHED.

Witness my hand and official seal.

Notary Public

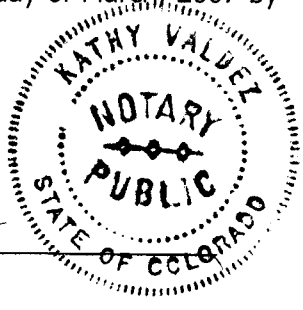
State of Colorado)
)ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 29 day of March, 2007 by DAVID VARLEY, City Manager, City of Grand Junction, Colorado.

My commission expires 11-17-08.

Witness my hand and official seal.

Kathy Valdez
Notary Public



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

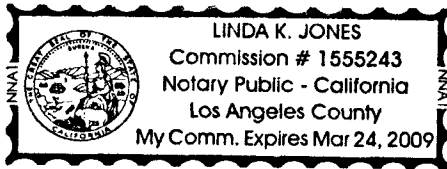
State of California }
County of Los Angeles }

On March 28, 2007 before me, Linda K. Jones, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared John M. Genovese ---
Name(s) of Signer(s)

- 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.



Place Notary Seal Above

WITNESS my hand and official seal.

Signature Linda K. Jones
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Grant of Storm Sewer Easements/City of Grand Junction

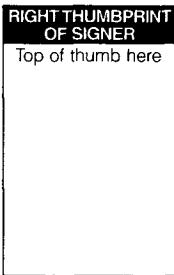
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

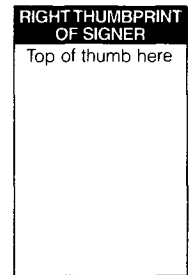
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



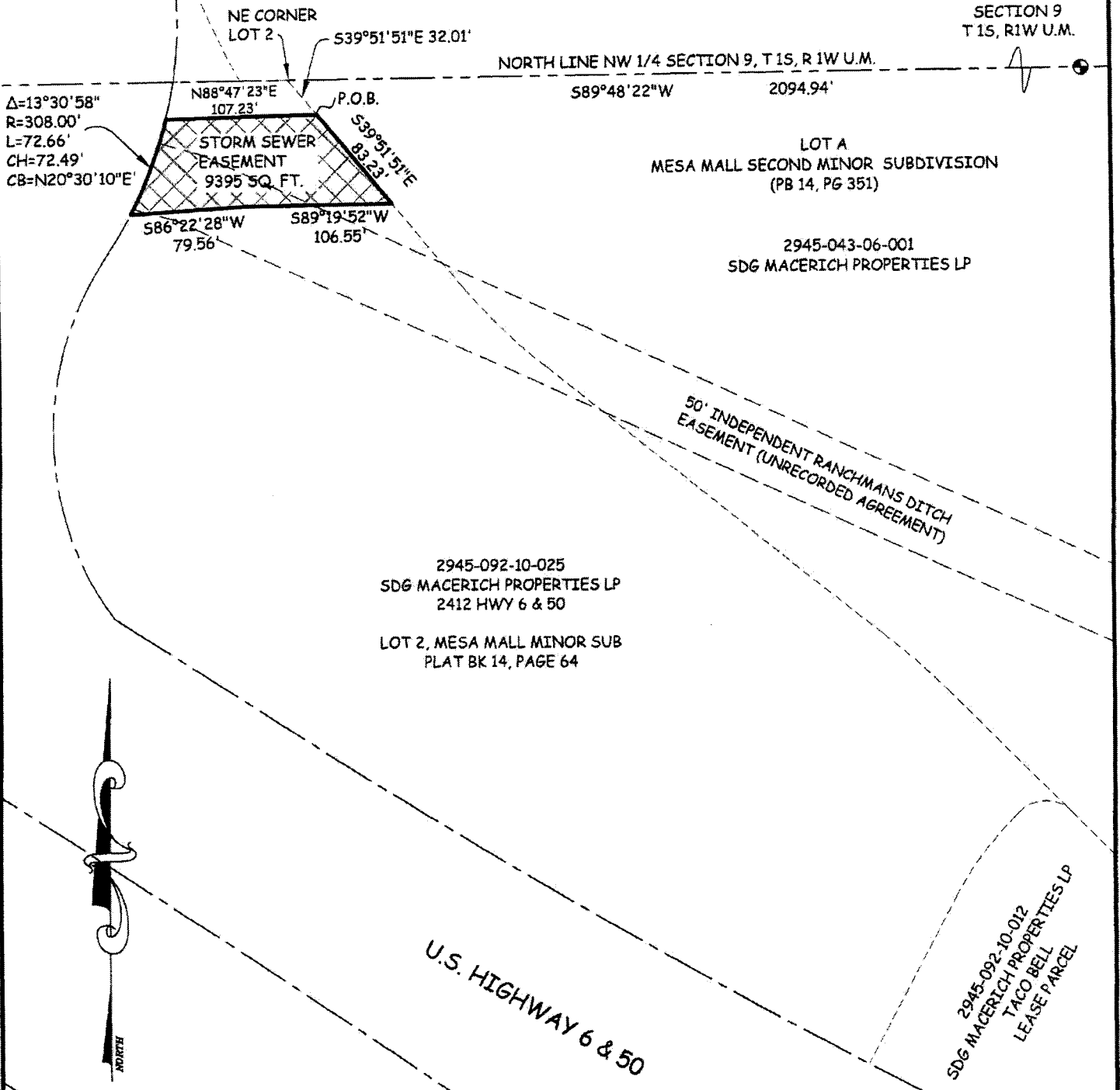
Signer Is Representing: _____

EXHIBIT "A"

2945-043-06-003
SDG MACERICH PROPERTIES LP

SEARS PARCEL

POINT OF
COMMENCEMENT
NE CORNER NW1/4
SECTION 9
T 1S, R1W U.M.



The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This sketch does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

DRAWN BY: T.L.P.
DATE: 4-17-06
SCALE: 1" = 100'
APPR. BY: P.T.K.

**RANCHMANS DITCH DIVERSION
STORM SEWER EASEMENT**

SDG MACERICH
(2945-092-10-025)

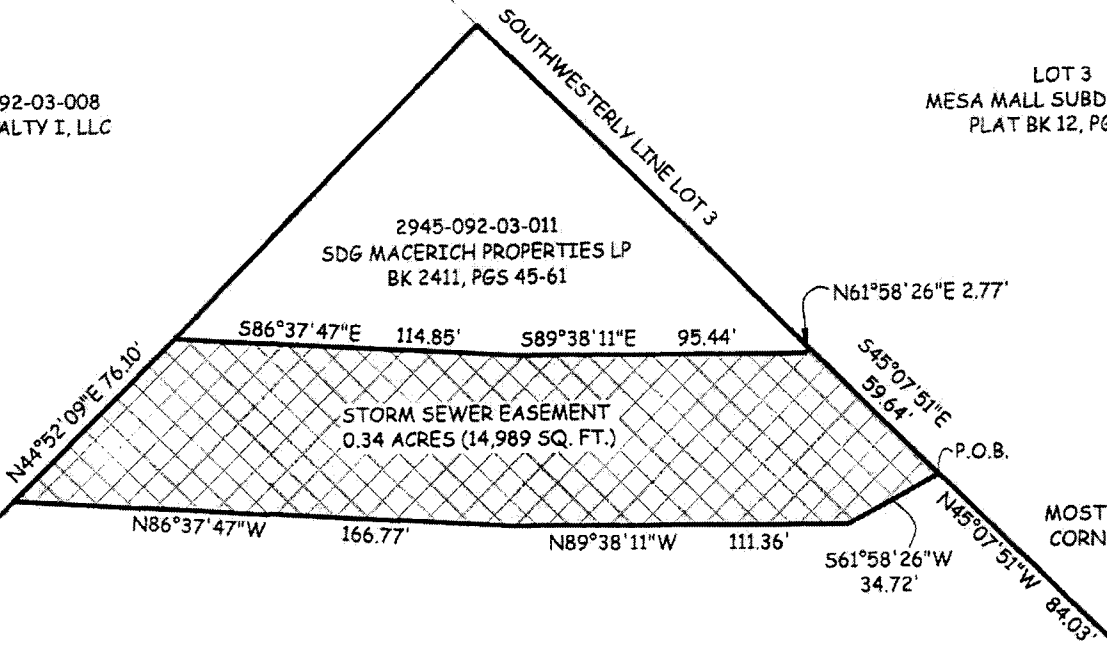


EXHIBIT "B"

2945-092-03-008
MDS REALTY I, LLC

LOT 3
MESA MALL SUBDIVISION
PLAT BK 12, PG 233

2945-092-03-011
SDG MACERICH PROPERTIES LP
BK 2411, PGS 45-61



STORM SEWER EASEMENT
0.34 ACRES (14,989 SQ. FT.)

2945-092-10-012
SDG MACERICH PROPERTIES LP
WENDYS
LEASE PARCEL

2945-092-10-023
SDG MACERICH PROPERTIES LP

2945-092-10-013
SDG MACERICH PROPERTIES LP
MCDONALDS
LEASE PARCEL

MALL ACCESS ROAD

U.S. HIGHWAY 6 & 50



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DRAWN BY: T.L.P.
DATE: 4-14-06
SCALE: 1" = 100'
APPR. BY: P.T.K.

**RANCHMANS DITCH DIVERSION
STORM SEWER EASEMENT**
SDG MACERICH PROPERTIES L.P.
(2945-092-03-011)

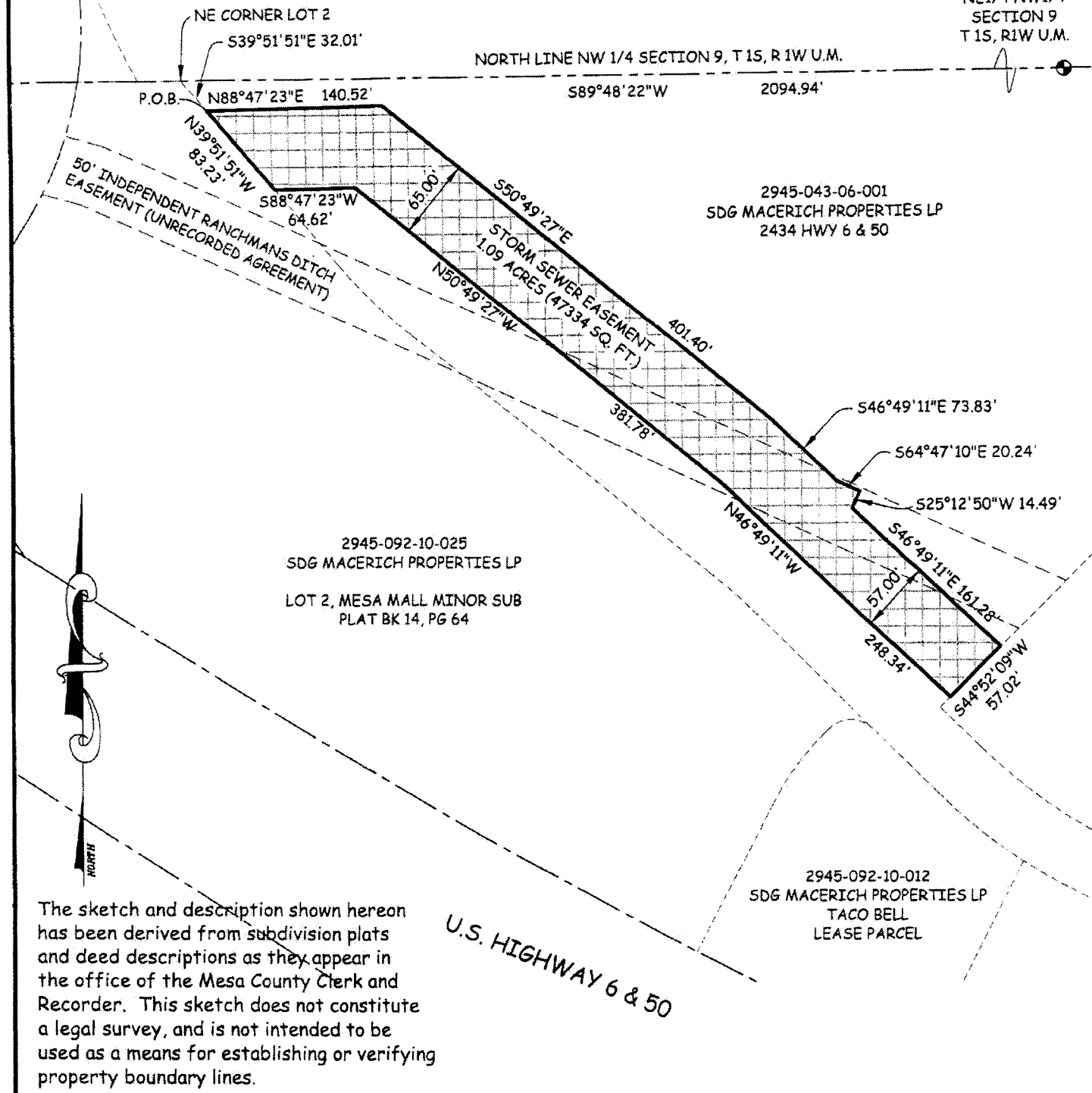
CITY OF
Grand Junction
COLORADO

EXHIBIT "C"

2945-043-06-003
SDG MACERICH PROPERTIES LP
SEARS PARCEL

LOT A
MESA MALL SECOND MINOR SUBDIVISION
(PB 14, PG 351)

POINT OF COMMENCEMENT
NE CORNER
NE 1/4 NW 1/4
SECTION 9
T 1S, R 1W U.M.



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DRAWN BY: T.L.P.
DATE: 5-16-06
SCALE: 1" = 100'
APPR. BY: P.T.K.

**RANCHMANS DITCH DIVERSION
STORM SEWER EASEMENT**

SDG MACERICH
(2945-043-06-001)

