

SDG03HW6

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	EASEMENT (SEWER)
NAME OF PROPERTY OWNER OR GRANTOR:	SDG MACERICH PROPERTIES, L.P. AND DELAWARE LIMITED PARTNERSHIP AND TARGET CORPORATION (FORMERLY KNOWN AS DAYTON HUDSON CORPORATION)
PURPOSE:	INGRESS AND EGRESS FOR THE BENEFIT OF PERSIGO 201 SEWER SYSTEM FOR SEWER EASEMENT
ADDRESS:	2422 HIGHWAY 6 & 50 UNIT C, LOT 5 MESA MALL SUBDIVISION
PARCEL NO:	2945-043-03-006
CITY DEPARTMENT:	PUBLIC WORKS
YEAR:	2003
EXPIRATION:	NONE
DESTRUCTION:	NONE

WHEN RECORDED RETURN TO: 5 PAGE DOCUMENT

City of Grand Junction
Real Estate Division
250 North 5th Street
Grand Junction, CO 81501

2171093 BK 3365 PG 305-309
01/07/2004 04:21 PM
Janice Ward CLK/REC Mesa County, CO
RecFee \$25.00 SurChg \$1.00
DocFee EXEMPT

GRANT OF SANITARY SEWER EASEMENT

SDG MACERICH PROPERTIES, L.P., a Delaware limited partnership and **TARGET CORPORATION**, a Minnesota corporation (formerly known as Dayton Hudson Corporation), collectively the "**Grantors**", for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have granted and conveyed, and by these presents do hereby grant and convey to the City of Grand Junction, a Colorado home rule municipality, **Grantee**, for the use and benefit of the Persigo 201 Sewer System, whose address is 250 North 5th Street, Grand Junction, Colorado 81501, a Perpetual Easement for the installation, operation, maintenance, repair and replacement of sanitary sewer facilities and appurtenances related thereto, on, along, over, under, through and across the following described premises, to wit:

A twenty (20.0) foot wide Easement within Lot 4 and Lot 5 of Mesa Mall Subdivision, situate in the Southwest 1/4 of Section 4, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado, as recorded in Plat Book 12 at Page 233 in the office of the Mesa County Clerk and Recorder, the side lines of said Easement being 10.0 feet on either side of and parallel with the following described centerline, to wit:

Beginning at a point on the centerline of an existing Sanitary Sewer Easement as described by instrument recorded in Book 1311 at Page 824 in the office of the Mesa County Clerk and Recorder, from whence the South ¼ Corner of said Section 4 bears S 49°30'08" E a distance of 1201.93 feet;

thence along said centerline the following two (2) courses:

1. S 80°07'35" E a distance of 293.90 feet;
2. S 46°19'32" E a distance of 78.86 feet to an angle point on the centerline of said existing Sanitary Sewer Easement, said point being the Point of Terminus of the easement herein described.

The sidelines of said easement are to be shortened or lengthened, as depicted on the attached **Exhibit A**, to intersect with the sidelines of that existing Sanitary Sewer Easement described by instrument recorded in Book 1311 at Page 824 in the office of the Mesa County Clerk and Recorder.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, together with the right of perpetual ingress and egress for workers and equipment to survey, improve, maintain, operate, repair, replace, control and use said Easement, and to remove objects interfering therewith, including the trimming of trees and bushes as may be required to permit the operation of standard utility construction and repair machinery, together with the terms, covenants and conditions and restrictions contained both herein and in the **Addendum to Easement Deed** attached hereto and made a part hereof.

1. Grantors' use and occupancy of the real property burdened by this Easement shall not be inconsistent with and shall not interfere with the full use and quiet enjoyment of the rights herein granted; Grantors hereby covenant with Grantee that the Easement area shall not be burdened or overburdened by the installation, construction or placement of any structure or any other item or fixture which may be detrimental to the facilities of Grantee or which may act to impede or prevent reasonable ingress and egress for workers and equipment on, along, over, under, through and across the Easement area.
2. Grantors hereby covenant with Grantee that they have good title to the aforescribed premises; that they have good and lawful right to grant this Easement; that they will warrant and forever defend the title and quiet possession thereof against the lawful claims and demands of all persons whomsoever.
3. The covenants by Grantors in this Easement are not joint and several, but are made as separate and independent covenants by each Grantor with respect to the portion of the Easement area owned by each Grantor, respectively.

4. This Easement shall be binding on Grantors and their respective successors and assigns as owners of the Easement area, but Grantors and any successor owner shall only be liable hereunder for matters that arise during their respective periods of ownership.

This Grant of Sanitary Sewer Easement may be executed in counterparts, each of which shall be considered an original and all of which shall constitute one and the same instrument.

EXECUTED TO BE EFFECTIVE AS OF THE 19th DAY OF December 2003

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the said Grantors have caused their duly authorized representatives to execute this Grant of Sanitary Sewer Easement as of the date first above written.

SDG MACERICH PROPERTIES, L.P.,
a Delaware limited partnership

By: Macerich Property EQGP Corp.,
a Delaware corporation,
its general partner

By: [Signature]
Its: Senior Vice President

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

On December 19, 2003, before me, CHRISTINE M. MINER, a Notary Public in and for said State, personally appeared JAMES B. KINNEY known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity on behalf of which the person acted, executed this instrument.

My commission expires: 10-4-07
Witness my hand and official seal.



[Signature]
Notary Public

TARGET CORPORATION,
a Minnesota corporation

By: [Signature]
Its: Mike Bell
Vice President
Target Stores

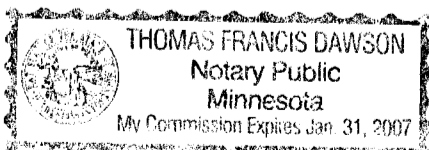
State of Minnesota)
)ss.
County of Hennepin)

On December 17, 2003, before me, Thomas Francis Dawson, a Notary Public in and for said State, personally appeared Mike Bell, V.P. of Target Corp. known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed this instrument.

My commission expires: 1/31/07
Witness my hand and official seal.

[Signature]
Notary Public

M1:1044354.02



ADDENDUM TO EASEMENT DEED

The following provisions constitute a part of and are incorporated within that certain Easement Deed dated December 19, 2003 executed by SDG Macerich Properties, L.P., a Delaware limited partnership, and Target Corporation, a Minnesota corporation, (collectively, the "Grantor") in favor of the city of Grand Junction, a Colorado home rule municipality ("Grantee"), for underground sanitary sewer facilities (the "Facilities"), to which this Addendum is attached:

1. The interest conveyed by the instrument to which this Addendum is attached is an easement for the limited purposes and uses and upon the terms stated herein, and the Grantor expressly reserves all other rights and interests in the property described in "Exhibit A" (the "Property"). The use of the Property granted by this instrument is limited to that portion necessary for the installation and maintenance of underground Facilities and such temporary use of the surface of the land as is hereinafter provided. Grantor expressly reserves the right to use the surface of the land for landscaping, vehicular parking and vehicular and pedestrian access, and Grantee shall not exercise its easement rights in any way which would permanently impair Grantor's use of the surface of the land. All facilities covered by this easement shall be located underground except such items as may be approved by Grantor to be located above ground.
2. The installation of the Facilities shall be performed in accordance with a schedule which shall be submitted in advance to Grantor for approval, and no work shall be performed upon the surface of the land except in accordance with the approved schedule.
3. Grantee shall install, maintain and repair the Facilities without cost to Grantor. Any installation, maintenance or repair which requires work upon the surface of the land shall be performed only after not less than 15 days' notice to Grantor, except in the case of emergency, and any such work shall be done so as to cause as little interference with the use of the surface of the land as is practicable. Except in case of emergency, no such work shall be done during the period from November 1 through January 15 of any year. Without limitation of the foregoing, to the extent feasible, any such work shall be performed during hours that Grantor's business adjacent to the easement area is not open to the public, and the surface of the land shall be restored in an expeditious manner so that there is minimum disruption of traffic flow and parking availability. Upon completion of the work, the surface of the land shall be repaved and restriped as necessary and such other restoration performed so that there is no damage to or reduction in the utilization of the surface of the land. Not in limitation of the foregoing, in conjunction with the installation of the Facilities, Grantee shall provide appropriate temporary detour routes around the work area to provide mall customers with a logical and safe means of access through the shopping center. Upon completion of the Facilities installation, Grantee shall at a minimum provide a full overlay pavement section of the affected drive aisle to ensure a smooth, seamless road section along the edges of the construction area. This overlay shall extend the full length of the said area, with smooth transitions to avoid the appearance of "spot patching" or repair. Grantee shall replace all striping within the drive aisle section to reinstate traffic flow control.
4. Grantor shall have the right at any time to relocate the easement and the Facilities, provided that such relocation shall be performed only after at least 30 days' notice to Grantee of Grantor's intention to relocate the same, and such relocation (a) shall not reduce or unreasonably impair the usefulness or function of such service, and (b) shall be performed without cost to Grantee. Notwithstanding such relocation, maintenance and repair of the Facilities shall remain the obligation of Grantee.
5. 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 the Grantee's exercise of the easement in accordance herewith, as well as any unauthorized use of the Property by Grantee. Grantee shall maintain adequate insurance coverage to protect Grantor against Grantee's acts and to secure the foregoing covenant of indemnity.
6. Notwithstanding that the easement is "perpetual", if the use of the Facilities is abandoned, or the same are not used for a period of two 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.

GRANTOR

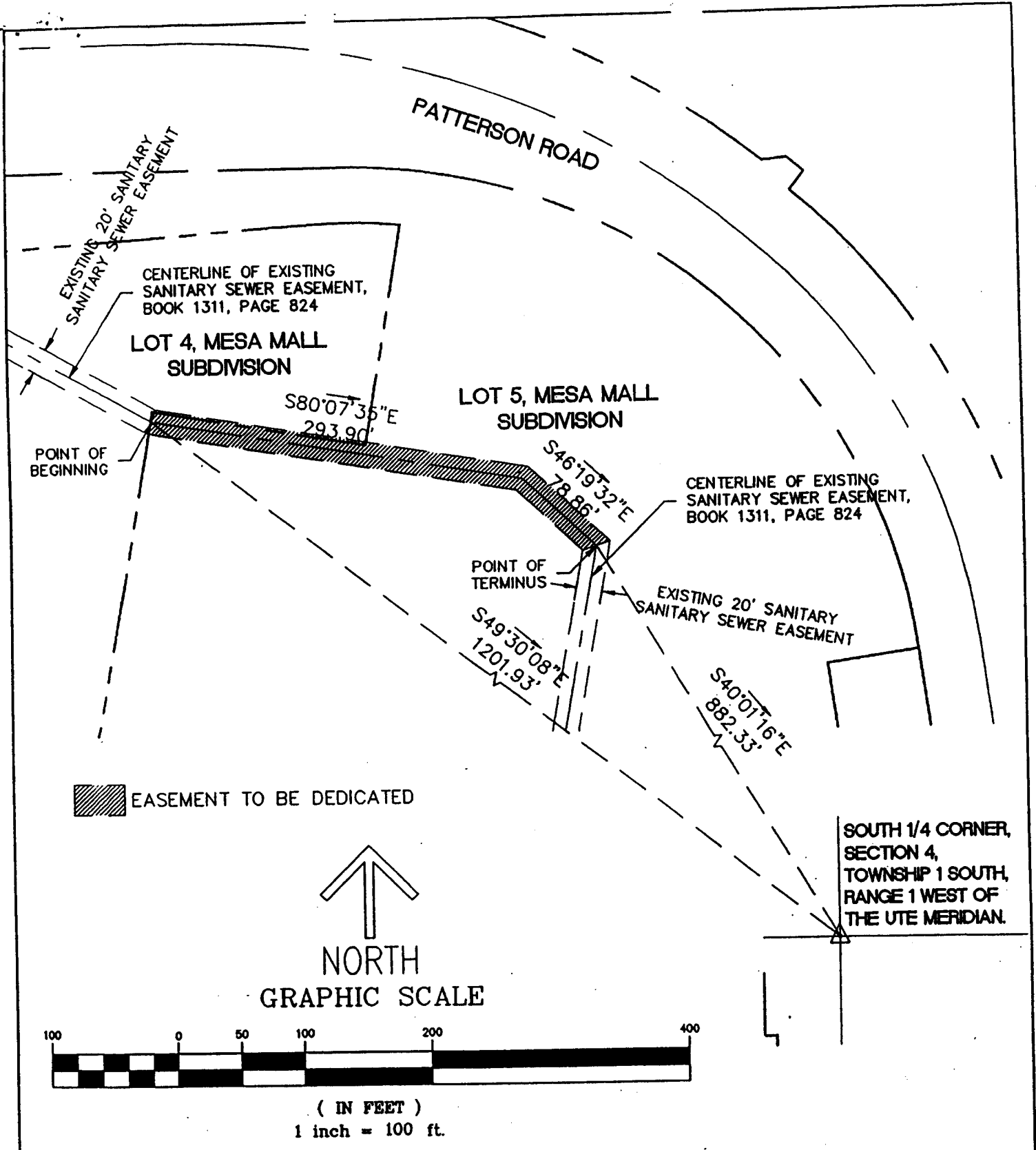

Macerich Initials


Target Initials


GRANTEE


Initials

EXHIBIT A



THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY BY OLSSON ASSOCIATES. IT IS INTENDED ONLY TO DEPICT THE LEGAL DESCRIPTION HERETO.

 OLSSON ASSOCIATES ENGINEERS - PLANNERS - SCHEMATS - SURVEYORS 140 WEST 53RD, SUITE 700 - DENVER, COLORADO 80202 PHONE 720-462-8875 - FAX 720-462-0560 MOBILE 303-444-1122 - TOLL FREE 800-444-1122	SANITARY SEWER EASEMENT DEDICATION		drawn by: WCB checked by: GL approved by: GL project no.: 2001-0601 dwg name: date: 02/06/03
	TARGET STORE T-0093		SHEET
	GRAND JUNCTION, CO		EASE1 1 of 1 SHEETS