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 Book - 9194 Pg - 8339-8343
GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 TAYLORSVILLE CITY
 2600 TAYLORSVILLE BLVD
 TAYLORSVILLE UT 84118-2203
 BY: NCT, DEPUTY - WI 5 P.

When Recorded, Return to:

John N. Brems
 PARSONS KINGHORN HARRIS, P.C.
 111 East Broadway, 11th Floor
 Salt Lake City, UT 84111

(Hermes)
Permanent/Perpetual Right-of-Way Easement

Hermes Associates, Ltd., a Utah limited partnership, whose address is 3300 Enterprise Parkway, Beachwood, Ohio 44122, Grantor, hereby grants and conveys to the **CITY OF TAYLORSVILLE**, a Utah municipality whose address is 2600 West Taylorsville Boulevard, Taylorsville, UT 84118, Grantee, for the sum of TEN DOLLARS and other good and valuable consideration, a nonexclusive permanent/perpetual right-of-way easement over, across, under and through the property described below for the purpose of access, construction, maintenance, repair, replacement and modification (provided that such modifications do not affect access to Grantor's adjacent property), and street improvements, sidewalks and curbs and gutters as part of the improvements incidental to Redwood Road (SR 68), known as Redwood Road Mobility and Beautification Enhancement Project ("Project"). The property is described and depicted on the attached exhibits and by this reference made a part hereof.

A portion of that certain parcel of land recorded as Entry 6840022, Book 7856, Pages 404-406 at the office of the Salt Lake County Recorder, said portion being described as follows:

Beginning at a point on the east line of said parcel, said point also being on the west line of Redwood Road, said point being SOUTH 870.51 feet and WEST 55.97 feet from the North quarter corner of Section 15, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence South 00°11'40" West 102.78 feet (South 00°02'55" East by record) along said line; thence WEST 30.12 feet to a non-tangent point of curvature; thence northeasterly 43.93 feet along the arc of a 27.75 foot radius curve to the left, through a central angle of 90°41'51", the chord of which bears North 44°07'59" East 39.49 feet; thence North 00°09'16" East 60.16 feet; thence North 11°06'01" East 14.55 feet to the point of beginning.

Containing 426 square feet more or less.

Basis of bearing: The section line between the North quarter corner of Section 15 and the Center quarter corner of said section bears South 00°11'40" West.

Subject to recorded or unrecorded easements or rights-of-way, if any, which have been established and now may exist by operation of law upon said land, or any portion thereof.

Parcel ID# 21-15-126059

Together with the right of ingress and egress from adjacent real property of Grantor to and from the easement area depicted in the attached exhibits.

Grantor reserves the right to use the property affected by this Easement for any and all purposes not inconsistent with the easement rights granted herein; provided, however, that Grantor shall not build or construct, nor permit to be built or constructed, any building or other similar improvements over, across or under said easement area nor change the contour thereof.

In the event that Grantee, in its exercise of the easement rights granted herein, disturbs landscaping, lawn, bushes, sprinkling systems, paving, sidewalks, or similar improvements on any of Grantor's property, or in the event that Grantee disturbs any monument or pylon sign belonging to Grantor or its tenant, Grantee agrees to restore such improvements to the condition they were in prior to such disturbance.

Grantee shall not repair, replace, remove, or otherwise take any action which would require the use of the surface area of any portion of the easement area during the period beginning November 1 and ending January 15 of the next year without first obtaining the written consent of Grantor.

This right-of-way easement shall be binding upon Grantor, its successor and assigns, and shall inure to the benefit of Grantee, its successors and assigns, and may be assigned in whole or in part by Grantee.

Grantee shall regularly inspect and at all times maintain any improvements or installations made by Grantee within the easement area depicted on the attached exhibits in good order and repair.

It is hereby understood that any party obtaining this right-of-way is without authority to make any representations, covenants or agreements not herein expressed.

Grantee shall cause contractors that are performing construction or other work on the Project to carry and maintain or to cause to be carried and maintained comprehensive public liability insurance policy covering injuries to person and damage to property in, on, or about the property that is described on the attached exhibit in an amount not less than one million dollars (\$1,000,000) on account of bodily injury or death, two million dollars (\$2,000,000) on account of injuries or death arising from a single occurrence, and one million dollars (\$1,000,000) on account of damage to property.

All work performed with respect to the Project shall be performed in a first-class workmanlike manner consistent with Utah Department of Transportation, the Utah Chapter of the American Public Works Association, and applicable ASHTO standards.

DATED this 19 day of September, 2005.

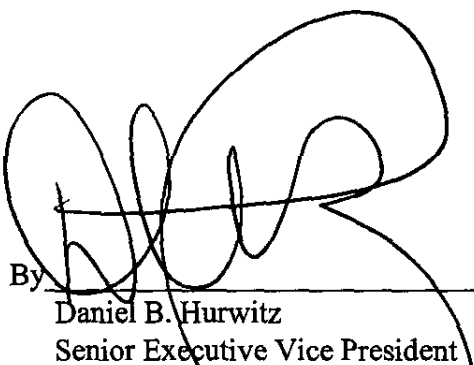
GRANTOR:

**HERMES ASSOCIATES, LTD.
A Utah Limited Partnership**

By DDR Family Centers LP
Its General Partner

By DDR DownREIT LLC
Its General Partner

By Developers Diversified Realty
Corporation, Its Managing Member


By _____
Daniel B. Hurwitz
Senior Executive Vice President

STATE OF OHIO)

ss.

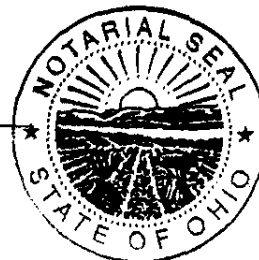
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared Daniel B. Hurwitz, Senior Executive Vice President of Developers Diversified Realty Corporation, the Managing Member of DDR DownREIT LLC, the General Partner of DDR Family Centers LP, the General Partner of Hermes Associates, Ltd., a Utah limited partnership, who acknowledged that he did sign the foregoing instrument on behalf of Developers Diversified Realty Corporation, and said entities and that the same is his free act and deed and the free act and deed of Hermes Associates, Ltd.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Beachwood, Ohio, this 19 day of September, 2005.



Notary Public



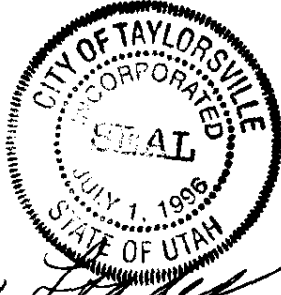
CONNIE S. OLSON
Notary Public, State of Ohio
My Commission Expires
December 5, 2009

Dated this 22 day of September, 2005.

GRANTEE:

CITY OF TAYLORSVILLE

By Janice Auger
Mayor Janice Auger



ATTEST:

Virginia Loader
Virginia Loader, City Recorder

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 22 day of September, 2005, by **JANICE AUGER** and **VIRGINIA LOADER** as the Mayor and the Recorder, respectively, of **CITY OF TAYLORSVILLE**, a Utah municipality.

My Commission Expires:
09-19-2008

Patricia K. Quintana
Notary Public
Residing in: Salt Lake County

JNB/T/1146-1

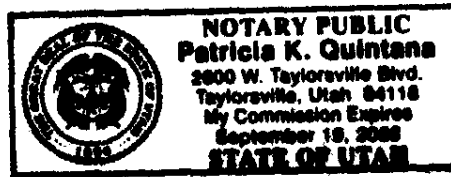
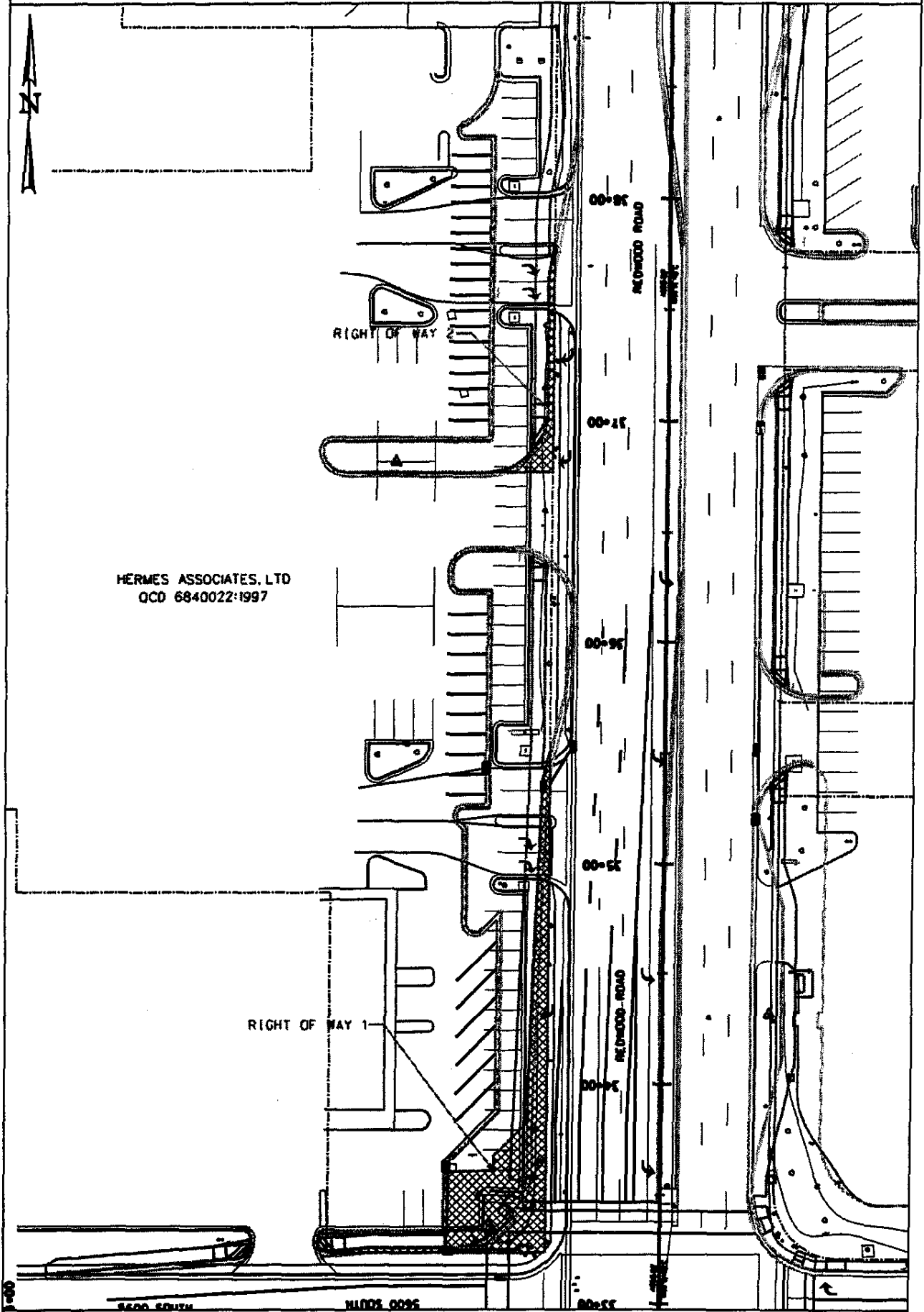


EXHIBIT A



HERMES ASSOCIATES, LTD
QCD 6840022:1997

RIGHT OF WAY 1