

When Recorded, Return to:

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09/28/2005 03:48 PM \$0.00  
Book - 9194 Pg - 8374-8378  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
TAYLORSVILLE CITY  
2600 TAYLORSVILLE BLVD  
TAYLORSVILLE UT 84118-2208  
BY: NCT, DEPUTY - WI 5 P.

(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 the southeast corner of said parcel, said corner also being on the west line of Redwood Road and the north line of 5600 South Street, said corner being SOUTH 1,327.11 feet and WEST 57.51 feet from the North quarter corner of Section 15, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°50'21" West 100.26 feet (South 89°55'04" West by record) along the south line of said parcel and the north line of 5600 South Street; thence North 00°11'40" East 0.87 feet; thence North 85°35'20" East 20.39 feet; thence South 89°45'52" East 34.92 feet; thence North 01°25'27" East 35.00 feet; thence EAST 20.55 feet; thence NORTH 7.05 feet; thence North 44°59'48" East 20.61 feet; thence North 00°07'54" East 6.20 feet; thence North 02°23'46" East 148.68 feet; thence North 17°31'22" East 11.80 feet to the east line of said parcel and the west line of Redwood Road; thence South 00°11'40" West 225.18 feet (South 00°02'55" East by record) along said line to the point of beginning.*

Containing 3,226 square feet more or less.

Parcel ID# 21-15-176017

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.

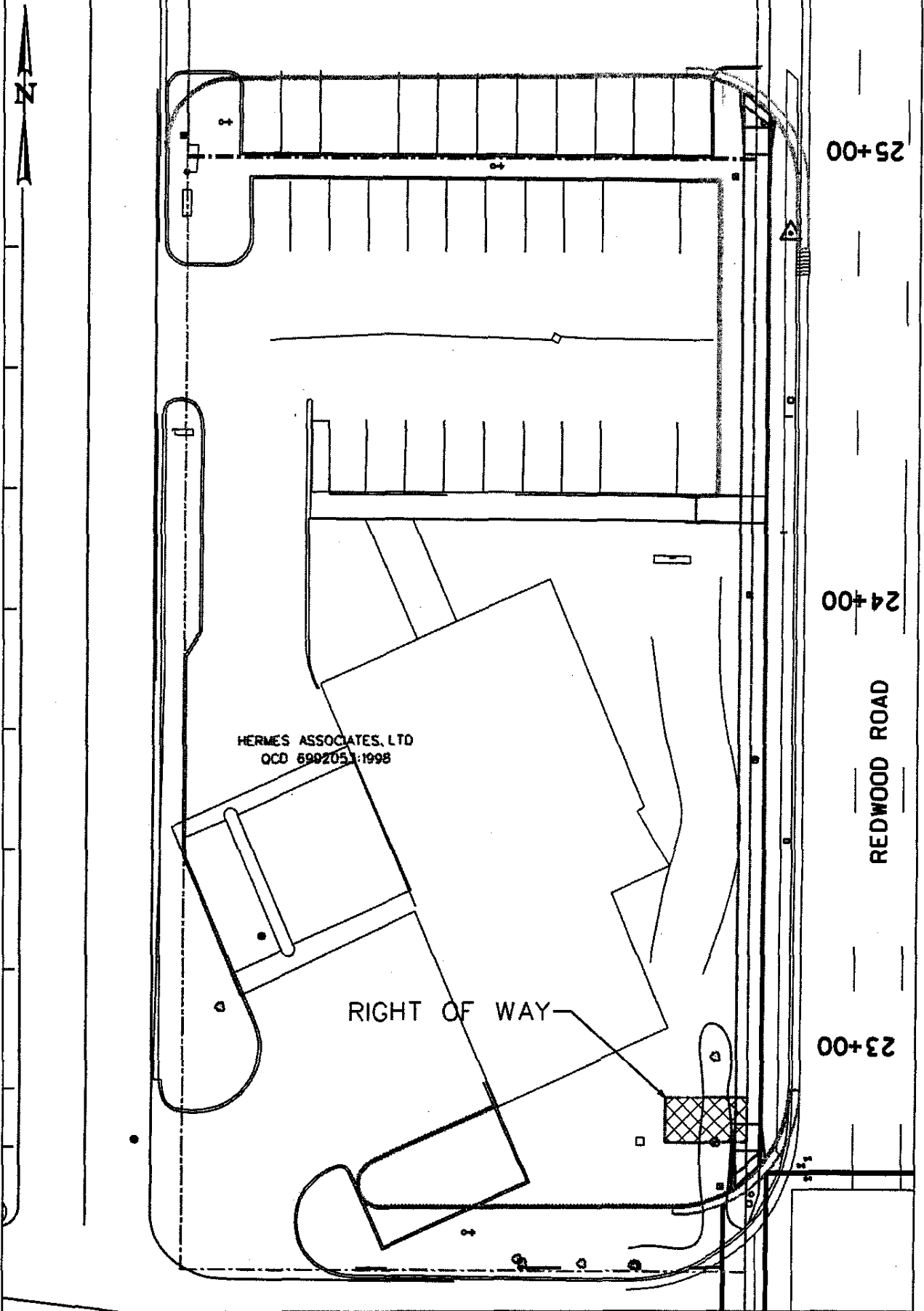
Grantee shall cause contractors that are performing construction or other work on the Project to carry and maintain or to cause to be carried and maintained comprehensive public liability insurance policy covering injuries to person and damage to property in, on, or about the property that is described 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.





# EXHIBIT A



 REDWOOD ROAD BEAUTIFICATION - TAYLORSVILLE CITY SCALE 1:30