

9346731

When Recorded, Mail To:  
Mr. James Hardy  
3586 West 900 South  
Salt Lake City, Utah 84104

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04/12/2005 01:56 PM \$47.00  
Book - 9117 Pg - 945-962  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
MR JAMES HARDY  
3586 W 900 S  
SLC UT 84104  
BY: SEM, DEPUTY - WI 18 P.

## AMENDED AND RESTATED ACCESS EASEMENT AGREEMENT

**THIS AMENDED AND RESTATED ACCESS EASEMENT AGREEMENT** (the "Agreement") is made and entered into as of the 23 day of February, 2005, by and among **DDR FAMILY CENTERS, LP, a Delaware limited partnership ("DDRFC")**, having an address at 3300 Enterprise Parkway, Beachwood, Ohio 44122, **HERMES ASSOCIATES, LTD., a Utah limited partnership ("Hermes")**, having an address at 455 East 500 South, Suite 400, Salt Lake City, Utah 84111 and **HARDY REDWOOD CENTER, LLC, a Utah limited liability company, dba SHOPS ON REDWOOD ("SOR")**, having an address at 3586 West 900 South, Salt Lake City, Utah 84104. DDRFC, Hermes and SOR shall sometimes be referred to herein individually as a "Party" and collectively as the "Parties."

### WITNESSETH:

**WHEREAS**, DDRFC and SOR entered into that certain Access Easement Agreement, dated August 3, 2004, and which is filed for record in the office of the County Recorder of Salt Lake County, Utah as Entry No. 9149644 in book 9027, pages 1254-67, and later as Entry No. 9149645 in book 9027, pages 1268-81 (the "Prior Agreement").

**WHEREAS**, unbeknownst to DDRFC and SOR, Hermes owned and owns a portion of the subject real property affected by the Prior Agreement, and DDRFC and SOR desire to amend and restate the Prior Agreement to add Hermes as a party, and Hermes desires to become a party thereto.

**WHEREAS**, DDRFC is the fee owner of certain tracts of land located in the City of Taylorsville, County of Salt Lake, and State of Utah, more particularly described in and depicted on Exhibit "A" attached hereto and made a part hereof and are part of a retail development more commonly known as the MidValley Family Center shopping center (the "DDRFC Parcel");

**WHEREAS**, Hermes is the fee owner of certain tracts of land located in the City of Taylorsville, County of Salt Lake, and State of Utah, more particularly described in and depicted on Exhibit "B" attached hereto and made a part hereof and are part of a retail development more commonly known as the MidValley Family Center shopping center (the "Hermes Parcel");

**WHEREAS**, SOR is the fee owner of a tract of land located in the City of Taylorsville, County of Salt Lake and State of Utah, more particularly described in and depicted on Exhibit "C" attached hereto and made a part hereof (the "SOR Parcel"). The SOR Parcel is

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contiguous with the DDRFC Parcel and the Hermes Parcel along the Southern boundary of the SOR Parcel;

**WHEREAS**, the DDRFC Parcel, the Hermes Parcel, and the SOR Parcel shall sometimes be referred to herein individually as a "Tract," and collectively as the "Tracts;" and

**WHEREAS**, SOR, Hermes and DDRFC desire to provide for certain reciprocal access to and across the SOR Parcel, the Hermes Parcel and the DDRFC Parcel for the mutual benefit of SOR, Hermes and DDRFC and other parties that have access rights to the DDRFC Parcel and the Hermes Parcel, as set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree and hereby amend and restate the Prior Agreement in its entirety as follows:

1. DDRFC Easement. DDRFC hereby grants to SOR, for the benefit of an appurtenance to the SOR Parcel, and its successors, assigns, employees, customers, licensees, tenants, invitees, and members of the general public having business on the SOR Parcel, a perpetual non-exclusive easement for pedestrian and vehicular passage and for pedestrian and vehicular ingress to and egress from, to, on, over, upon, across, through and around the DDRFC Parcel and to, from, and across all public streets accessing the DDRFC Parcel.

2. Hermes Easement. Hermes hereby grants to SOR, for the benefit of an appurtenance to the SOR Parcel, and its successors, assigns, employees, customers, licensees, tenants, invitees, and members of the general public having business on the SOR Parcel, a perpetual non-exclusive easement for pedestrian and vehicular passage and for pedestrian and vehicular ingress to and egress from, to, on, over, upon, across, through and around the Hermes Parcel and to, from, and across all public streets accessing the Hermes Parcel.

3. SOR Easement. SOR hereby grants to DDRFC and Hermes, for the benefit of an appurtenance to the DDRFC Parcel and the Hermes Parcel, and their respective successors, assigns, employees, customers, licensees, tenants, invitees, those parties with access rights to the DDRFC Parcel or the Hermes Parcel, and members of the general public having business on the DDRFC Parcel or the Hermes Parcel, a perpetual non-exclusive easement for pedestrian and vehicular passage and for pedestrian and vehicular ingress to and egress from, to, on, over, upon, across, through and around the SOR Parcel (but only from the southern boundary of the SOR Parcel in the access lanes constructed from time to time by SOR) and to, from, and across all public streets accessing the SOR Parcel.

4. Construction of Curb Cuts. SOR shall construct and install two (2) curb cuts on the southern boundary line of the SOR Parcel in the locations depicted on Exhibit "D" attached hereto and incorporated herein, and SOR shall do so at its sole cost and simultaneously with the construction of the parking lot improvements to be constructed on the SOR Parcel. DDRFC and Hermes each shall have a period of fifteen (15) days after receipt of the plans for the curb cuts (the "Plans") from SOR to review such plans and to either approve or disapprove of

the same by giving SOR written notice thereof, but neither DDRFC nor Hermes shall unreasonably withhold, delay, or condition such approval. Such rights are intended to permit DDRFC and Hermes to review the location of such curb cuts. Such notice shall specify the reasons for any disapproval and state those actions which if taken would result in an approval of such Plans. SOR shall not construct and install the curb cuts without first obtaining the written consent and approval of DDRFC and Hermes to such plans. SOR shall complete the installation and construction of such curb cuts by the earlier of: (a) the date on which SOR has completed construction of the Shops on Redwood on the SOR Parcel and such shops open for business to the public, or (b) June 30, 2005. Notwithstanding any other provision contained herein, the number and location of such curb cuts along the southern boundary of the SOR Parcel shall be subject to approval by the agencies that govern such decisions. SOR shall not permit any liens to attach to the Tracts for work performed or materials purchased for the curb cuts. In the event a lien shall be filed against a Tract as a result of the work performed by or on behalf of SOR pursuant to this Agreement, SOR shall cause such lien to be discharged within thirty (30) days from receipt of DDRFC's or Hermes' notice. If SOR shall fail to discharge said lien within such thirty (30) day period, DDRFC or Hermes shall have the right, but not the obligation, to cause such lien to be discharged and SOR shall, within fifteen (15) days following demand by DDRFC or Hermes, reimburse DDRFC or Hermes all costs and expenses incurred by DDRFC or Hermes to discharge said lien including, without limitation, reasonable attorneys' fees.

#### 5. Insurance.

(a) SOR Coverage. SOR shall carry in full force and effect during the term of this Agreement comprehensive public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about the SOR Parcel with respect to the easement granted hereunder by SOR over the SOR Parcel and resulting from the activities of SOR, its agents, customers, invitees, licensees, tenants, employees, or members of the public having business on the SOR Parcel. Such insurance shall have limits of not less than One Million Dollars (\$1,000,000.00) for personal injury to or death of any one person, Three Million Dollars (\$3,000,000.00) for personal injury to or death of any number of persons in any one accident and One Million Dollars (\$1,000,000.00) for property damage. All policies carried hereunder shall be carried with financially responsible insurance companies rated at least A+ X in Best Rating Guide. SOR shall provide DDRFC and Hermes with certificates of such insurance from time to time to evidence that such insurance is in force and shall name DDRFC and Hermes as additional insured's. Such insurance may be written by an additional premises endorsement on any master policy of insurance carried by SOR, which may cover other property in addition to the property covered by this Agreement. Such insurance shall provide that the same may not be cancelled or reduced in amount or coverage without at least thirty (30) days' prior written notice being given by the insurer to DDRFC and Hermes.

(b) DDRFC Coverage. DDRFC shall carry in full force and effect during the term of this Agreement comprehensive public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about the DDRFC Parcel with respect to the easement granted hereunder by DDRFC over the DDRFC Parcel and resulting from the activities of DDRFC, its agents, customers, invitees, licensees, tenants, employees, or members of the public having business on the DDRFC Parcel. Such

insurance shall have limits of not less than One Million Dollars (\$1,000,000.00) for personal injury to or death of any one person, Three Million Dollars (\$3,000,000.00) for personal injury to or death of any number of persons in any one accident and One Million Dollars (\$1,000,000.00) for property damage. All policies carried hereunder shall be carried with financially responsible insurance companies rated at least A+ X in Best Rating Guide. DDRFC shall provide SOR with certificates of such insurance from time to time to evidence that such insurance is in force and shall name SOR as additional insured's. Such insurance may be written by an additional premises endorsement on any master policy of insurance carried by DDRFC, which may cover other property in addition to the property covered by this Agreement. Such insurance shall provide that the same may not be cancelled or reduced in amount or coverage without at least thirty (30) days' prior written notice being given by the insurer to SOR.

(c) Hermes Coverage. Hermes shall carry in full force and effect during the term of this Agreement comprehensive public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about the Hermes Parcel with respect to the easement granted hereunder by Hermes over the Hermes Parcel and resulting from the activities of Hermes, its agents, customers, invitees, licensees, tenants, employees, or members of the public having business on the Hermes Parcel. Such insurance shall have limits of not less than One Million Dollars (\$1,000,000.00) for personal injury to or death of any one person, Three Million Dollars (\$3,000,000.00) for personal injury to or death of any number of persons in any one accident and One Million Dollars (\$1,000,000.00) for property damage. All policies carried hereunder shall be carried with financially responsible insurance companies rated at least A+ X in Best Rating Guide. Hermes shall provide SOR with certificates of such insurance from time to time to evidence that such insurance is in force and shall name SOR as additional insured's. Such insurance may be written by an additional premises endorsement on any master policy of insurance carried by Hermes, which may cover other property in addition to the property covered by this Agreement. Such insurance shall provide that the same may not be cancelled or reduced in amount or coverage without at least thirty (30) days' prior written notice being given by the insurer to SOR.

6. Indemnity. SOR agrees to defend, indemnify and save DDRFC and Hermes, and their respective successors and assigns, officers, directors, and owners harmless from any and all liabilities, losses, damages, demands, claims, suits, causes of action, judgments, costs and expenses incurred by DDRFC or Hermes, and their respective successors and assigns, relating to any injury to person, loss of life or damage to property occurring in connection with SOR's breach of this Agreement, except if caused by the negligent or willful act or omission of DDRFC or Hermes. DDRFC and Hermes agree to defend, indemnify and save SOR and its successors and assigns, officers, directors, and owners harmless from any and all liabilities, losses, damages, demands, claims, suits, causes of action, judgments, costs and expenses incurred by SOR and its successors and assigns, relating to any injury to person, loss of life or damage to property occurring in connection with DDRFC's or Hermes' breach of this Agreement, except if caused by the negligent or willful act or omission of SOR. In addition, DDRFC and Hermes hereby agree to defend, indemnify and save SOR and its successors and assigns, officers, directors, and owners harmless from any and all liabilities, losses, damages, demands, claims, suits, causes of action, judgments, costs and expenses incurred by SOR relating, arising in connection with, or suffered in connection with any dispute between DDRFC or Hermes and any party or parties

having access and/or other rights over, in, and/or to the DDRFC Parcel or the Hermes Parcel. If, like DDRFC's contractual arrangement with Hermes, SOR at some point enters into a reciprocal access arrangement, SOR shall at that time agree to defend, indemnify and save DDRFC or Hermes and their respective successors and assigns, officers, directors, and owners harmless from any and all liabilities, losses, damages, demands, claims, suits, causes of action, judgments, costs and expenses incurred by DDRFC or Hermes relating, arising in connection with, or suffered in connection with any dispute between SOR and any party or parties having access and/or other rights over, in, and/or to the SOR Parcel.

7. Unimpeded Easement. With respect to the curb cuts located on the southern boundary of the SOR Parcel, as described in and required hereunder, SOR, Hermes and DDRFC agree not to construct or install any improvements or barriers along the common boundaries that will impede or interfere with the free and uninterrupted access easements granted hereunder.

8. Maintenance. DDRFC shall operate, maintain in good condition, repair, replace, light, and keep free of snow and ice all parking areas, sidewalks, walkways, and roadways located on the DDRFC Parcel to permit free use of the easements referred to herein. Hermes shall operate, maintain in good condition, repair, replace, light, and keep free of snow and ice all parking areas, sidewalks, walkways, and roadways located on the Hermes Parcel to permit free use of the easements referred to herein. SOR shall operate, maintain in good condition, repair, replace, light and keep free of snow and ice all parking areas, sidewalks, walkways, roadways located on the SOR Parcel, along with the curb cuts referred to herein, to permit free use of the easements referred to herein.

9. Covenants Running With the Land/Governing Law. This Agreement, the easements granted hereunder, and all of the provisions contained herein: (a) are made for the direct, mutual and reciprocal benefit of the Tracts and those who have a right to use them; (b) shall create mutual equitable servitudes upon the DDRFC Parcel for the benefit of the SOR Parcel, upon the Hermes Parcel for the benefit of the SOR Parcel, and upon the SOR Parcel and for the benefit of the DDRFC Parcel and the Hermes Parcel; and (c) shall constitute covenants that run with the land, and the covenants shall bind and benefit the Parties to this Agreement, any other party which at anytime acquires any interest in, or occupies any portion of, the DDRFC Parcel, the Hermes Parcel and/or the SOR Parcel, and their respective grantees, transferees, heirs, devisees, personal representatives, successors and assigns. This Agreement and all of the provisions contained herein shall also bind and benefit the DDRFC Parcel, the Hermes Parcel and the SOR Parcel, and all interests in all or any portion of such properties shall be subject to the terms of this Agreement. By acquiring any interest in, or by occupying the DDRFC Parcel, the Hermes Parcel and/or the SOR Parcel, the party so acquiring or occupying hereby agrees to be bound by the terms of this Agreement. This Agreement shall be construed and governed in accordance with the laws of the State of Utah.

10. No Termination for Breach. No breach or violation of any provision of this Agreement will entitle any person or entity to cancel, rescind or otherwise terminate this Agreement, but this limitation will not affect, in any manner, any other rights or remedies to which the Parties, and their respective successors and assigns may be entitled by reason of a breach of this Agreement.

11. Priority of Agreement. The rights of any holder of a lien on all or any part of the Tracts and any assignee or successor in interest of such lien holder, created from and after the date hereof shall at all times be subject and subordinate to the terms and conditions of this Agreement.

12. Modification. This Agreement and any easement, covenant, restriction or undertaking contained herein may only be terminated, extended, modified or amended as to all or any portion of the DDRFC Parcel, the Hermes Parcel or the SOR Parcel with the unanimous consent of the parties hereto.

13. Not A Public Dedication. Nothing contained in this Agreement will be deemed to be a gift or dedication of any portion of either the DDRFC Parcel, the Hermes Parcel or the SOR Parcel to the general public or for the general public or for any public purpose whatsoever, it being the intention of the Parties hereto that this Agreement will be strictly limited to and for the purpose expressed here.

14. Property Tax. Nothing contained in this Agreement is intended to relieve the fee owner of the DDRFC Parcel, the Hermes Parcel or the SOR Parcel, or any portion thereof, from timely satisfying all property and other taxes assessed against all or any portion of the DDRFC Parcel, the Hermes Parcel or the SOR Parcel.

15. Miscellaneous Provisions.

(a) The Parties do not by this Agreement, in any way or for any purposes, become partners or joint venturers of each other in the conduct of their respective businesses or otherwise;

(b) Failure of any Party hereto to insist upon the strict performance of any provision of this Agreement shall not be construed as a waiver for the future of any such provision;

(c) If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law;

(d) All provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, heirs, successors and assigns;

(e) Each person executing this Agreement individually and personally represents and warrants that he is duly authorized to execute and deliver the same on behalf of the entity for which he is signing, and that this Agreement is binding upon said entity in accordance with its terms;

(f) If any action is brought to enforce or interpret any of the provisions, covenants or requirements of this Agreement, the party prevailing in such action, whether in suit or otherwise, shall be entitled to recover from the unsuccessful party reasonably attorney's fees, including appeals and costs.

**IN WITNESS WHEREOF**, the Parties have executed this Amended and Restated Access Easement Agreement as of the day and year first above written.

**DDRFC:**

DDR FAMILY CENTERS, LP, a Delaware limited partnership

By: DDR DownREIT, LLC, its General Partner

By: Developers Diversified Realty Corporation, its Managing Member

By: Joan U. Allgood  
Joan U. Allgood, Senior Vice President

**HERMES:**

HERMES ASSOCIATES, LTD., a Utah limited partnership  
DDR Family Centers LP

By: \_\_\_\_\_, its General Partner

By: DDR DownREIT LLC, Its General Partner  
Developers Diversified Realty Corporation

By: \_\_\_\_\_, its Managing Member

By: Joan U. Allgood  
Joan U. Allgood, Senior Vice President

**SHOPS ON REDWOOD:**

HARDY REDWOOD CENTER, LLC, a Utah limited liability company

By: James L. Hardy  
James L. Hardy, Manager

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF CUYAHOGA        )

BEFORE ME, a Notary Public, in and for said County and State, personally appeared Joan U. Allgood, Senior Vice President of Developers Diversified Realty Corporation, Managing Member of DDR DownREIT LLC, General Partner of DDR Family Centers LP, the limited partnership which executed the foregoing instrument, who acknowledged that she did execute the foregoing instrument on behalf of said limited partnership and the same is her free and voluntary act and deed as Senior Vice President and is the free act and deed of said limited partnership for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal Beachwood, Ohio, this 21 day of March, 2005.

Deborah Koch  
Notary Public



**DEBORAH KOCH**  
Notary Public, State of Ohio  
Portage County  
My Commission Expires  
October 29, 2008



STATE OF Ohio )  
 ) SS:  
COUNTY OF Cuyahoga

The foregoing instrument was acknowledged before me this 21 day of March 2005, by Joan V. Allgood, Sr. Vice President of DDE Family Centers LP, General Partner of Hermes Associates, Ltd., a Utah limited partnership.

Deborah C Koch

Notary Public

Residing at: \_\_\_\_\_

My commission expires \_\_\_\_\_



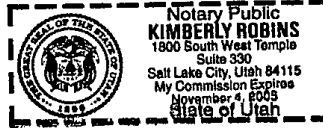
DEBORAH KOCH  
Notary Public, State of Ohio  
Portage County  
My Commission Expires  
October 29, 2008

STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 24 day of February 2005, by James L. Hardy, manager of Hardy Redwood Center, LLC, a Utah limited liability company.

Kimberly Robins  
Notary Public  
Residing at: Salt Lake

My commission expires:  
Nov 4, 2005



**EXHIBIT A**

**Legal Description of the DDRFC Parcel**

See attached document

**EXHIBIT B**

**Legal Description of the Hermes Parcel**

See attached document

## **EXHIBIT C**

### **Legal Description of the SOR Parcel**

#### **Location and Legal Description of the Shops on Redwood and the Curb Cut**

Beginning at a point which is South 0 deg. 02'55" East 660.0 feet and South 89 deg. 54'35" West 53.0 feet from the North quarter corner of Section 15, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 0 deg. 02'55" East 114.0 feet; thence South 89 deg. 54'35" West 200.50 feet; thence North 0 deg. 02'55" West 114.0 feet; thence North 89 deg. 54'35" East 200.50 feet to the point of beginning.

Less and excepting any portions lying within the bounds of Redwood Road.

See attached document.

**EXHIBIT D**

**Depiction of location of Curb Cuts**

See attached document.

3304419\_5.DOC

DDR FAMILY CENTERS LP  
THE FOLLOWING PROPERTY IS OWNED BY DDR FAMILY CENTERS LP

A PART OF THE NW QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, INCLUDING THE FOLLOWING PARCELS 21-151-260-61, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHICH LIES S00°02'55"E, 660.00 FEET AND S89°53'41"W, 253.50 FEET FROM THE N 1/4 CORNER OF SAID SECTION 15, THENCE S00°02'55"E, 114.00 FEET; THENCE N89°53'41"E, 88.33 FEET; THENCE S00°11'05"E, 64.11 FEET; THENCE S89°53'41"W, 201.09 FEET; THENCE N00°02'55"W, 178.11 FEET; THENCE N89°53'41"E, 112.61 FEET TO THE POINT OF BEGINNING. CONTAINING 0.59 ACRES.

THE FOLLOWING PROPERTY IS OWNED BY DDR FAMILY CENTERS LP

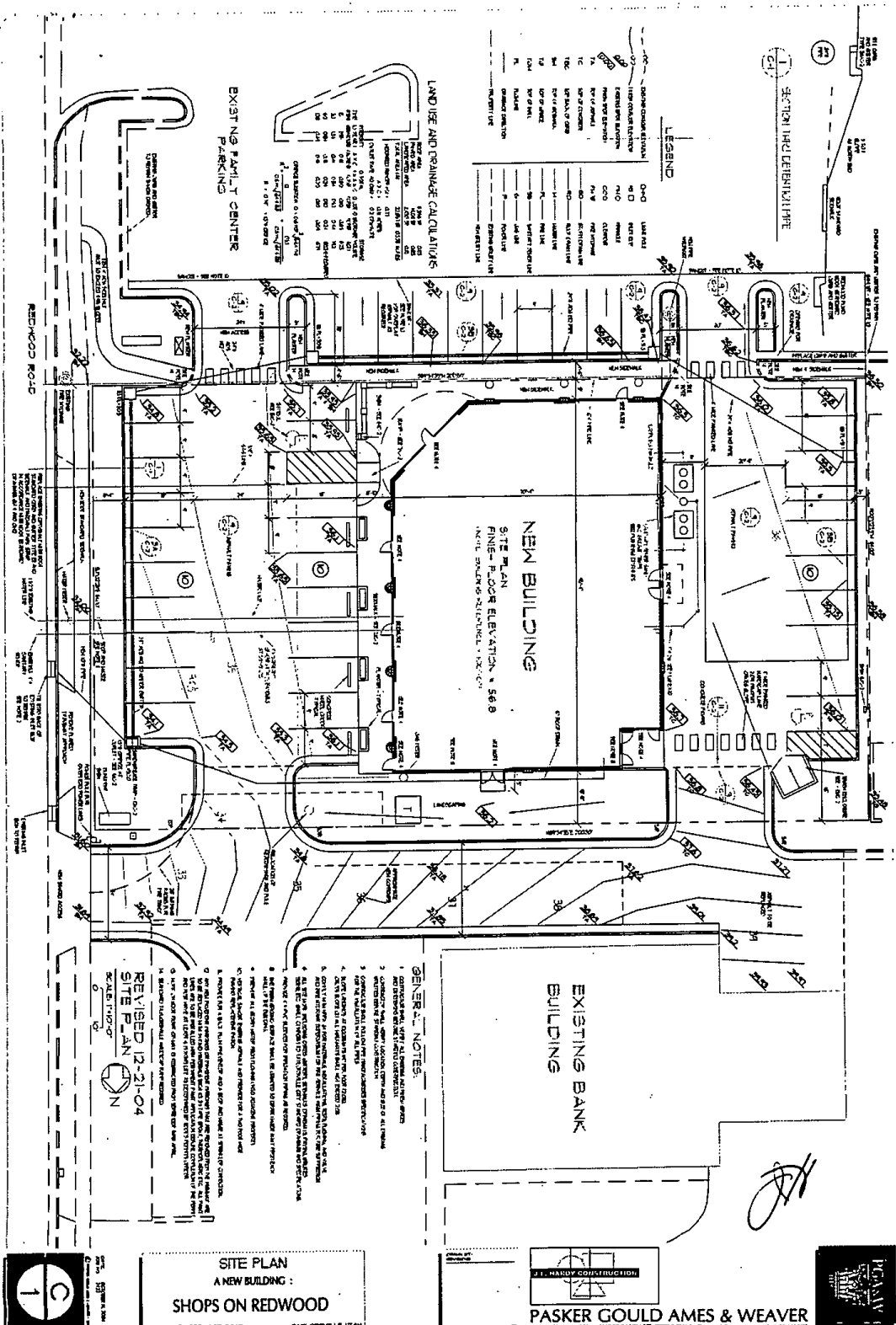
A PART OF THE NW QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, INCLUDING THE FOLLOWING PARCELS 21-151-260-63 DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHICH LIES S00°02'55"E, 1327.26 AND S89°53'41"W, 153.26 FEET FROM THE N 1/4 CORNER OF SAID SECTION 15 THENCE S89°55'04"W, 146.32 FEET; THENCE N00°06'57"W, 163.41 FEET; THENCE N89°55'04"E, 146.32 FEET; THENCE S00°06'57"E, 163.41 FEET TO THE POINT OF BEGINNING. CONTAINING 0.55 ACRES, .

HERMES ASSOC. LTD

THE FOLLOWING PROPERTY IS OWNED BY HERMES ASSOCIATES LTD.  
A PART OF THE NW QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, INCLUDING THE FOLLOWING PARCELS 21-151-260-48, 21-151-260-49, 21-151-260-50, 21-151-260-56, 21-151-260-57, 21-151-260-58, 21-151-260-59, 21-151-260-60, 21-151-260-62 WHICH IS DESCRIBED AS FOLLOWS:  
COMMENCING A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF 5400 SOUTH STREET IN TAYLORSVILLE, SALT LAKE COUNTY, UTAH, WHICH LIES S89°53'41"W ALONG THE SECTION LINE, 660.00 FEET; AND S00°02'55"E, 39.90 FEET FROM THE N 1/4 CORNER OF SAID SECTION 15, THENCE S00°02'55"E, 620.10 FEET; THENCE N89°53'41"E, 294.00 FEET; THENCE S00°02'55"E, 178.11 FEET; THENCE N89°53'41"E, 201.09 FEET; THENCE N00°16'52"W, 64.11 FEET; THENCE N89°54'36"E, 112.16 FEET TO THE WESTERLY RIGHT OF WAY LINE OF REDWOOD ROAD ( 1700 WEST STREET); THENCE ALONG SAID RIGHT OF WAY S00°02'55"E, 553.24 FEET; THENCE S89°55'04"W, 100.26 FEET; THENCE N00°06'52"W, 163.38 FEET; THENCE S89°55'48"W, 146.13 FEET; THENCE S00°07'53"E, 163.41 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF 5600 SOUTH STREET; THENCE S89°55'04"W, 876.66 FEET ALONG SAID RIGHT OF WAY TO THE EASTERLY RIGHT OF WAY LINE OF 1900 WEST STREET; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING SIX ( 6) COURSES: (1)N00°02'55"W, 327.38 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE; (2) NORTHERLY, 163.04 FEET ALONG THE CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 18°40'59" TO A POINT OF REVERSE CURVATURE; (3) NORTHERLY A DISTANCE OF 184.19 FEET ALONG THE ARC OF SAID CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 566.00 FEET AND A CENTRAL ANGLE OF 18°38'44"; (4) N00°00'03"E, 480.39 FEET; (5)N04°04'27"E, 70.18 FEET; (6) N00°00'39"W, 55.06 FEET TO THE SOUTHERLY RIGHT OF WAY OF 15400 SOUTH STREET AND THE BEGINNING OF A LEFT CURVE FROM WHICH THE RADIUS POINT BEARS N00°50'43"W, THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING (4) COURSES: (1) EASTERLY 316.43 FEET ALONG THE CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 11512.16 FEET AND A CENTRAL ANGLE OF 1°34'30"; (2) N87°59'13"E, 110.47 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 11406.16 FEET AND A CENTRAL ANGLE OF 0°08'20" AND BEING SUBTENDED BY A CHORD WHICH BEARS N87°57'26"E 27.65 FEET; (3) EASTERLY ALONG SAID CURVE, 27.65 FEET TO A POINT OF CUSP BEING THE POINT OF BEGINNING.  
CONTAINING 20.07 ACRES.





**LEGEND**

○	LAND USE
□	EXISTING BUILDING
□	NEW BUILDING
□	EXISTING DRIVE
□	NEW DRIVE
□	EXISTING SIDEWALK
□	NEW SIDEWALK
□	EXISTING CURB
□	NEW CURB
□	EXISTING DRIVEWAY
□	NEW DRIVEWAY
□	EXISTING CONCRETION
□	NEW CONCRETION
□	EXISTING ASPHALT
□	NEW ASPHALT
□	EXISTING GRAVEL
□	NEW GRAVEL
□	EXISTING SOFTENED ASPHALT
□	NEW SOFTENED ASPHALT
□	EXISTING SOFTENED GRAVEL
□	NEW SOFTENED GRAVEL
□	EXISTING SOFTENED CONCRETION
□	NEW SOFTENED CONCRETION
□	EXISTING SOFTENED ASPHALT/CONCRETION
□	NEW SOFTENED ASPHALT/CONCRETION
□	EXISTING SOFTENED GRAVEL/CONCRETION
□	NEW SOFTENED GRAVEL/CONCRETION
□	EXISTING SOFTENED ASPHALT/CONCRETION/GRAVEL
□	NEW SOFTENED ASPHALT/CONCRETION/GRAVEL
□	EXISTING SOFTENED ASPHALT/CONCRETION/GRAVEL/CONCRETION
□	NEW SOFTENED ASPHALT/CONCRETION/GRAVEL/CONCRETION

**LAND USE AND DRAINAGE CALCULATIONS**

LAND USE	AREA (SQ. FT.)	COEFFICIENT	DRAINAGE AREA (SQ. FT.)
EXISTING ASPHALT	1,200	0.80	960
EXISTING CONCRETE	1,200	0.80	960
EXISTING GRAVEL	1,200	0.80	960
EXISTING SOFTENED ASPHALT	1,200	0.80	960
EXISTING SOFTENED CONCRETE	1,200	0.80	960
EXISTING SOFTENED GRAVEL	1,200	0.80	960
EXISTING SOFTENED ASPHALT/CONCRETE	1,200	0.80	960
EXISTING SOFTENED ASPHALT/CONCRETE/GRAVEL	1,200	0.80	960
EXISTING SOFTENED ASPHALT/CONCRETE/GRAVEL/CONCRETE	1,200	0.80	960
NEW ASPHALT	1,200	0.80	960
NEW CONCRETE	1,200	0.80	960
NEW GRAVEL	1,200	0.80	960
NEW SOFTENED ASPHALT	1,200	0.80	960
NEW SOFTENED CONCRETE	1,200	0.80	960
NEW SOFTENED GRAVEL	1,200	0.80	960
NEW SOFTENED ASPHALT/CONCRETE	1,200	0.80	960
NEW SOFTENED ASPHALT/CONCRETE/GRAVEL	1,200	0.80	960
NEW SOFTENED ASPHALT/CONCRETE/GRAVEL/CONCRETE	1,200	0.80	960
<b>TOTAL</b>	<b>12,000</b>	<b>0.80</b>	<b>9,600</b>

**GENERAL NOTES:**

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. EXISTING UTILITIES ARE SHOWN FOR INFORMATION ONLY. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND SIZE OF ALL UTILITIES PRIOR TO CONSTRUCTION.
3. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TAYLORVILLE, ILL. SPECIFICATIONS.
4. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" BELOW FINISHED GRADE.
5. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF CONCRETE OR 24" OF ASPHALT.
6. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF CONCRETE OR 24" OF ASPHALT.
7. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF CONCRETE OR 24" OF ASPHALT.
8. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF CONCRETE OR 24" OF ASPHALT.
9. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF CONCRETE OR 24" OF ASPHALT.
10. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF CONCRETE OR 24" OF ASPHALT.

REVISED 12-21-04  
 SITE PLAN  
 SCALE: 1/8" = 1'-0"

**SITE PLAN**  
 A NEW BUILDING :  
**SHOPS ON REDWOOD**  
 3300 SOUTH REDWOOD ROAD TAYLORVILLE, ILL. 62458



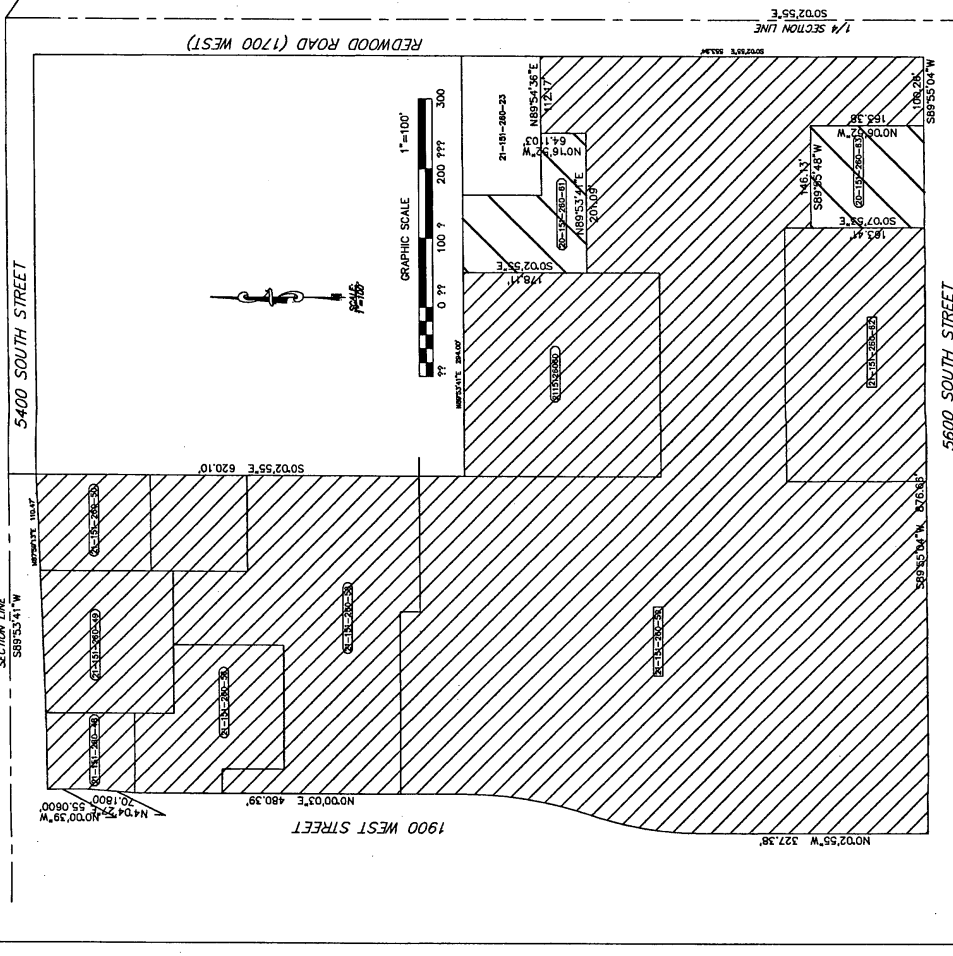
**PASKER GOULD AMES & WEAVER**



1/4 SECTION LINE  
5072.55'E

### EASEMENT AGREEMENT BOUNDARIES

THE FOLLOWING PROPERTY IS OWNED BY HERMES ASSOCIATES LTD, RANGE 1 A PART OF THE NW QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASIN AND MERIDIAN, U.S. SURVEY, INCLUDING THE FOLLOWING PARCELS 21-151-260-48, 21-151-260-49, 21-151-260-50, 21-151-260-51, 21-151-260-52, 21-151-260-53, 21-151-260-54, 21-151-260-55, 21-151-260-56, 21-151-260-57, 21-151-260-58, 21-151-260-59, 21-151-260-60, 21-151-260-61, 21-151-260-62, 21-151-260-63, 21-151-260-64, 21-151-260-65, 21-151-260-66, 21-151-260-67, 21-151-260-68, 21-151-260-69, 21-151-260-70, 21-151-260-71, 21-151-260-72, 21-151-260-73, 21-151-260-74, 21-151-260-75, 21-151-260-76, 21-151-260-77, 21-151-260-78, 21-151-260-79, 21-151-260-80, 21-151-260-81, 21-151-260-82, 21-151-260-83, 21-151-260-84, 21-151-260-85, 21-151-260-86, 21-151-260-87, 21-151-260-88, 21-151-260-89, 21-151-260-90, 21-151-260-91, 21-151-260-92, 21-151-260-93, 21-151-260-94, 21-151-260-95, 21-151-260-96, 21-151-260-97, 21-151-260-98, 21-151-260-99, 21-151-260-100, 21-151-260-101, 21-151-260-102, 21-151-260-103, 21-151-260-104, 21-151-260-105, 21-151-260-106, 21-151-260-107, 21-151-260-108, 21-151-260-109, 21-151-260-110, 21-151-260-111, 21-151-260-112, 21-151-260-113, 21-151-260-114, 21-151-260-115, 21-151-260-116, 21-151-260-117, 21-151-260-118, 21-151-260-119, 21-151-260-120, 21-151-260-121, 21-151-260-122, 21-151-260-123, 21-151-260-124, 21-151-260-125, 21-151-260-126, 21-151-260-127, 21-151-260-128, 21-151-260-129, 21-151-260-130, 21-151-260-131, 21-151-260-132, 21-151-260-133, 21-151-260-134, 21-151-260-135, 21-151-260-136, 21-151-260-137, 21-151-260-138, 21-151-260-139, 21-151-260-140, 21-151-260-141, 21-151-260-142, 21-151-260-143, 21-151-260-144, 21-151-260-145, 21-151-260-146, 21-151-260-147, 21-151-260-148, 21-151-260-149, 21-151-260-150, 21-151-260-151, 21-151-260-152, 21-151-260-153, 21-151-260-154, 21-151-260-155, 21-151-260-156, 21-151-260-157, 21-151-260-158, 21-151-260-159, 21-151-260-160, 21-151-260-161, 21-151-260-162, 21-151-260-163, 21-151-260-164, 21-151-260-165, 21-151-260-166, 21-151-260-167, 21-151-260-168, 21-151-260-169, 21-151-260-170, 21-151-260-171, 21-151-260-172, 21-151-260-173, 21-151-260-174, 21-151-260-175, 21-151-260-176, 21-151-260-177, 21-151-260-178, 21-151-260-179, 21-151-260-180, 21-151-260-181, 21-151-260-182, 21-151-260-183, 21-151-260-184, 21-151-260-185, 21-151-260-186, 21-151-260-187, 21-151-260-188, 21-151-260-189, 21-151-260-190, 21-151-260-191, 21-151-260-192, 21-151-260-193, 21-151-260-194, 21-151-260-195, 21-151-260-196, 21-151-260-197, 21-151-260-198, 21-151-260-199, 21-151-260-200.



**REEVE & ASSOCIATES, INC.**  
 Civil Surveying & Boundary Engineering  
 Surveying & Land Planning  
 EXECUTIVE BLDG. 4155 S. HARRISON BLVD., #110, CORONA, UT 84403  
 (801) 621-7100 FAX (801) 621-2666

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