

When Recorded, Return to:
 John N. Brems
 Parsons Kinghorn Harris
 111 E. Broadway, 11th Fl.
 Salt Lake City, UT 84111

9505151
 09/28/2005 03:46 PM \$0.00
 Book - 9194 Pg - 8301-8306
 GARY W. DTT
 RECORDER, SALT LAKE COUNTY, UTAH
 TAYLORSVILLE CITY
 2600 TAYLORSVILLE BLVD
 TAYLORSVILLE UT 84118-2208
 BY: NCT, DEPUTY - M 6 P.

(Hermes)

Permanent/Perpetual Sidewalk and Utility Easement

Hermes Associates, Ltd., a Utah limited partnership, whose address is 3300 Enterprise Parkway, Beachwood, Ohio 44122, Att: Jerry Cyncynatus, Esq. ("Grantor"), hereby grants to the **CITY OF TAYLORSVILLE**, its successors and assigns, ("Grantee"), a nonexclusive easement for the construction, reconstruction, operation, maintenance, repair, replacement, and removal of irrigation, street improvements, sidewalks, and curb and gutter, as part of the improvements incidental to the Redwood Road (SR68), known as the Redwood Road Mobility and Beautification Enhancement Project ("Project"), and electric power distribution and communication lines and all necessary or desirable underground accessories and appurtenances thereto in connection with the Project, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets, provided all such electric power lines, accessories, and appurtenances are underground, on, over or under the surface of the real property of Grantor in Salt Lake County, State of Utah, as more particularly described and depicted on the exhibits attached hereto and by this reference made a part hereof.

Hermes Associates 6840022 (sidewalk easement # 1a description)

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 which is SOUTH 1,014.92 feet and WEST 58.06 feet from the North quarter corner of Section 15, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence South 07°16'30" West 7.65 feet; thence South 00°21'47" West 71.23 feet; thence South 02°23'46" West 12.18 feet to a point of curvature; thence southeasterly 2.07 feet along the arc of a 1.50 foot radius curve to the left, through a central angle of 78°53'15", the chord of which bears South 37°02'46" East 1.91 feet to a point of non-tangency; thence South 14°37'43" West 5.71 feet; thence South 02°23'46" West 148.85 feet; thence South 00°07'03" West 6.25 feet; thence South 44°59'32" West 9.05 feet; thence North 02°23'46" East 177.56 feet; thence North 00°22'29" East 74.45 feet; thence North 04°42'59" West 11.80 feet to a non-tangent point of curvature; thence southwesterly 9.02 feet along the arc of a 25.00 foot radius curve to the right, through a central angle of 20°40'13", the chord of which bears South 61°59'50" East 8.97 feet to the point of beginning.

Containing 536 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.

Hermes 2 Utility Easement

Commencing at a point which is SOUTH 1,289.54 feet and WEST 81.10 feet from the North quarter corner of Section 15, Township 2 South, Range 1 West, Salt Lake Base and Meridian, said point being the POINT OF BEGINNING; thence N 00°00'00" E 7.05 feet; thence N 44°59'48" E 11.56 feet; thence N 02°23'46" E 177.55 feet; thence N 00°22'29" E 85.83 feet; thence N 00°00'36" E 30.74 feet; thence S 90°00'00" W 10.00 feet; thence S 00°00'36" W 30.71 feet; thence S 00°22'29" W 85.62 feet; thence S 02°23'46" W 62.21 feet; thence S 00°25'55" W 104.34 feet; thence S 02°11'35" W 17.30 feet; thence N 90°00'00" W 13.09 feet; thence S 00°00'00" E 9.08 feet; thence N 90°00'00" E 11.54 feet to the POINT OF BEGINNING.

Containing 2,842 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 # 21-15-126059

Together with the right of access to said easement area from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the easement clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

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.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

This easement shall be binding upon Grantor, its successors, and assigns and shall inure to the benefit of the City of Taylorsville, its successors, and assigns, and may be assigned in whole or in part by the City of Taylorsville.

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

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.

Following the construction or installation of improvements or utilities by Grantee pursuant to this easement, Grantee shall regularly inspect and at all times maintain the same in good order and repair.

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.

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.

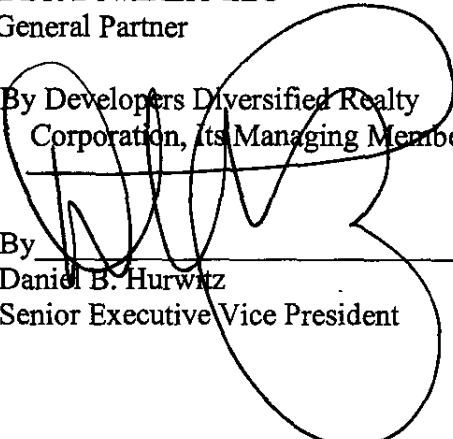
GRANTOR:

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.

[Handwritten Signature]
Notary Public

STATE OF OHIO

CONNIE S. OLSON
Notary Public, State of Ohio
My Commission Expires
December 6, 2009

Dated this 19 day of September, 2005.

GRANTEE:

CITY OF TAYLORSVILLE

By *[Signature]*
Mayor Janice Auger



ATTEST:

[Signature]
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

[Signature]
Notary Public
Residing in: Salt Lake County

JNB\1147-1

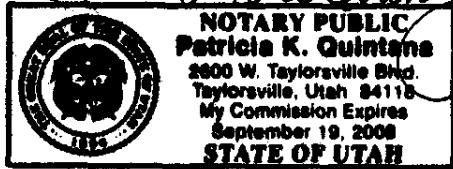
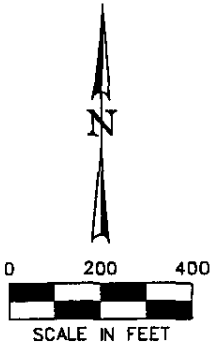
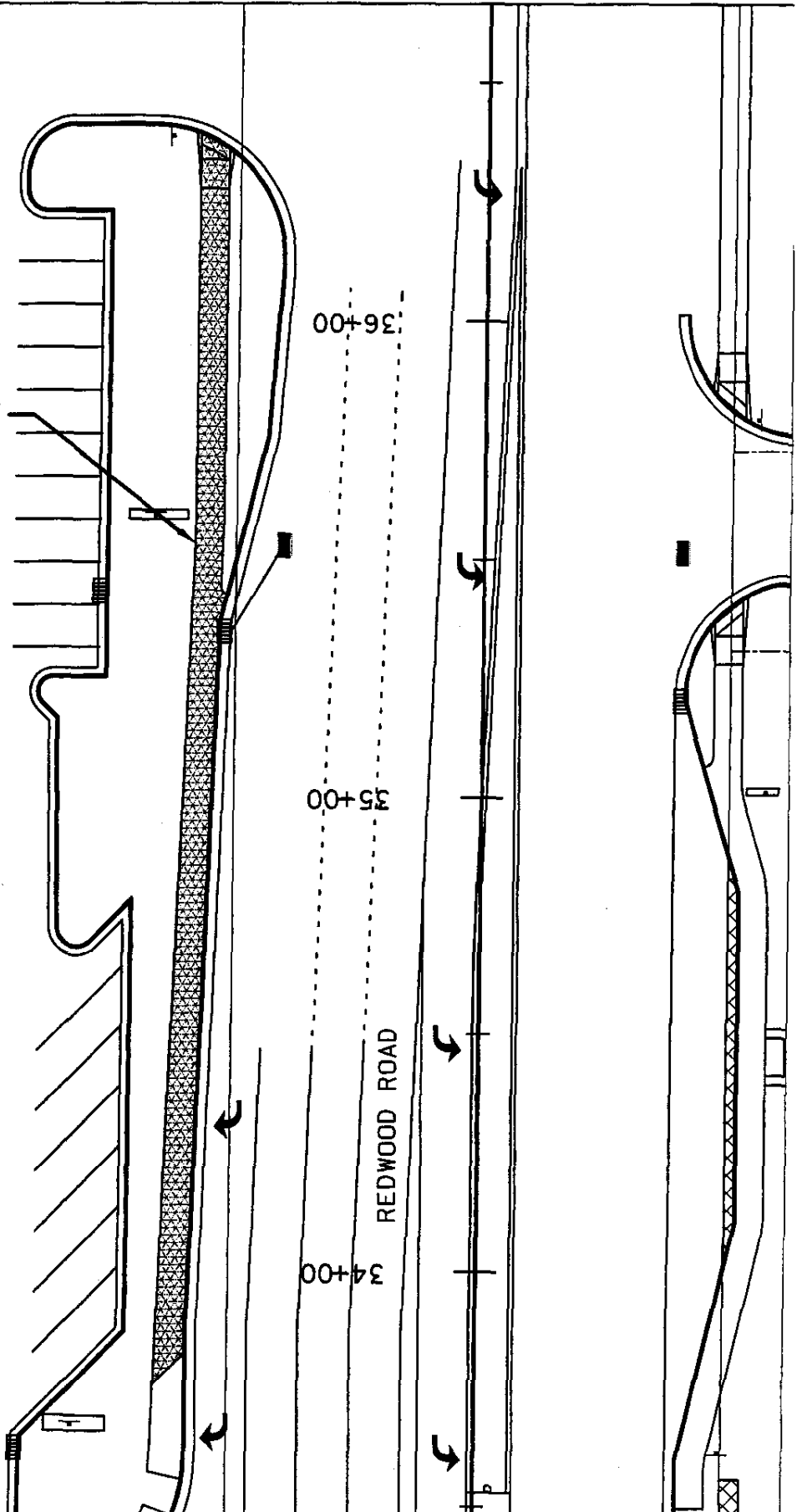


EXHIBIT A

HERMES ASSOCIATES, LTD
QCD 6840022:1997



SIDEWALK EASEMENT

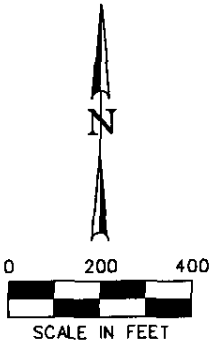


HERMES ASSOCIATES, LTD
QCD 6840022:1997

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EXHIBIT B



HERMES ASSOCIATES, LTD
QCD 6840022:1997

UTILITY EASEMENT 2

HERMES ASSOCIATES, LTD
QCD 6840022:1997

36+00

35+00

REDWOOD ROAD

34+00



REDWOOD ROAD BEAUTIFICATION - TAYLORSVILLE CITY

SCALE 1:400

BK 9194 PG 8306