

When Recorded Return to:

R4J Investments, LLC
6575 South Redwood Road, Suite 100
Salt Lake City, Utah 84123

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11/08/2013 02:55 PM \$0.00
Book - 10191 Pg - 4618-4623
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
WEST JORDAN CITY
8000 S REDWOOD RD
WEST JORDAN UT 84088
BY: ZJM, DEPUTY - WI 6 P.

EMERGENCY VEHICLE ACCESS AND PUBLIC TURNAROUND EASEMENT

THIS EMERGENCY VEHICLE ACCESS AND PUBLIC TURNAROUND EASEMENT (“**Easement**”) is executed this 8 day of NOV, 2013 by R4J Investments, LLC (“**R4J**”), a Utah limited liability company, in favor of City of West Jordan (“**West Jordan**”).

WHEREAS, 7200 REDWOOD, LLC, a Utah limited liability company, owns certain real property located in Salt Lake County, Utah and more particularly described on attached Exhibit “A” (the “**7200 Property**”); and

WHEREAS R4J owns certain real property adjacent to the 7200 Property and more particularly described on attached Exhibit “B” (the “**Easement Area**”); and

WHEREAS R4J desires to grant to West Jordan a non-exclusive, permanent easement for emergency vehicle (police, fire, ambulance, etc.) access, emergency evacuation and public turnaround over and across the Easement Area for access to and evacuation from the 7200 Property from Redwood Road; and

WHEREAS, R4J desires to grant to West Jordan a non-exclusive turnaround easement as required by West Jordan City Code for gated communities.

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties agree as follows:

1. Grant of Easement. R4J hereby grants West Jordan, its successors and assigns, a non-exclusive, permanent easement and right-of-way for ingress and egress by emergency vehicular traffic, including emergency vehicles and emergency evacuation traffic, and a public turnaround over, through and across the Easement Area.
2. No Barriers. R4J agrees that it shall not place any walls, fences or barriers of any kind whatsoever on the Easement Area which shall prevent or impair access and movement across the Easement Area.
3. Not a Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Easement Area to the general public or for the general public or for any public purposes, except as expressly defined herein.

4. Miscellaneous.

(a) Covenants Running with the Land. This Easement and all of the terms and conditions contained herein shall inure to the benefit of, and are binding upon the parties hereto and their respective successors and assigns, and shall be "covenants running with the land".

(b) No Waiver. A delay in enforcing or a failure to enforce any breach or violation of any restriction contained herein shall not be deemed to be a waiver or abandonment of any such restriction, or a waiver of the right to enforce any subsequent breach or violation of such restriction. The foregoing shall apply regardless of whether any person affected hereby (or having the right to enforce these restrictions) had knowledge of the breach or violation.

(c) Successors. This Easement shall be binding upon and shall insure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns.

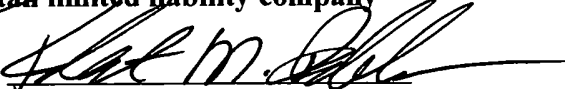
(d) Severability. If any one or more of the provisions of this Easement or the applicability of any such provision to a specific situation shall be held invalid or unenforceable by a court of competent jurisdiction, the validity and enforceability of all the provisions of this Easement and all other applications of such provisions shall not be affected thereby.

(e) Governing Law. This Easement shall be construed and enforced in accordance with the laws of the State of Utah.

(f) Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Easement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Easement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

IN WITNESS WHEREOF, the undersigned have executed this Easement as of the date set forth above.

R4J INVESTMENTS, LLC
a Utah limited liability company

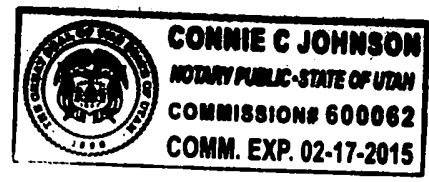
By: 
Its: manager

Limited Liability Company Acknowledgment

STATE OF Utah)
 :SS
COUNTY OF Salt Lake)

On this 7th day of November, 2013, personally appeared before me Robert M. Dahle who being by me duly sworn did say that he/she/they is/are the Nancy of R4J Investments, LLC, a Utah limited liability company, by authority of its members or its articles of organization, and he/she acknowledged to me that said limited liability company executed the same.

Connie C. Johnson
NOTARY PUBLIC



My Commission Expires:
Residing in Salt Lake County, Utah

CITY OF WEST JORDAN
By: Melissa K. Johnson
Melissa K. Johnson, Mayor



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

On the 8 day of Nov, 2013 personally appeared before me Melissa K. Johnson, who duly acknowledged to me that she executed the same in her capacity as Mayor of the City of West Jordan, with full authority to do so.



Melanie Briggs
Notary Public

EXHIBIT "A"
Legal Description - 7200 Property

Parcel Identification No: 2127201097

Lot 2, VELARDE SUBDIVISION AMENDED, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder's office.

Beginning at a point South 0°03'25" East 824.70 feet along the center of section line and East 303 feet from the North Quarter Corner of Section 27, Township 2 South, Range 1 West, Salt Lake Base and Meridian, said point also being the Northwest corner of that certain property described as Parcel 2 in that certain Warranty Deed recorded February 10, 2010 as Entry No. 10895480; running thence North 89°56'35" East 258.18 feet; thence East 160.95 feet, more or less to the West line of The Compass Cove Condominium Phases 2 and 3; thence along said West line, South 99.00 feet, more or less, to the Southwest corner of said condominium project; thence running along the south boundary of said condominium project, East 303.51 feet, more or less to the West boundary line of the Velarde Subdivision Amended; thence South, along said West line, 96.41 feet, more or less to the North line of that certain property owned by the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a Utah Corporation Sole; thence along the boundaries of said property the following two (2) calls: West 191.16 feet, more or less to the Northwest corner of said property; thence South 297 feet along said Church property line; thence West 531 feet, more or less, to a point 250 feet East of the West boundary line of Redwood Road; thence North 495.86 feet, more or less, to the point of beginning.

EXHIBIT "B"
Legal Description – Easement Area

EASEMENT DESCRIPTION

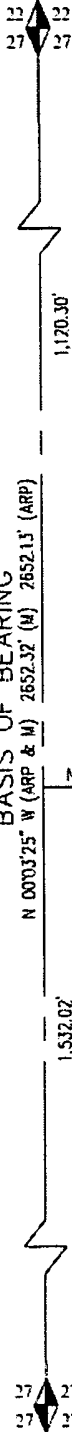
A PERPETUAL ACCESS EASEMENT SITUATE IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASIN AND MERIDIAN, IN SALT LAKE COUNTY, UTAH. THE BOUNDARIES OF SAID EASEMENT ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY RIGHT OF WAY LINE OF STATE ROUTE 68 (REDWOOD ROAD) 1,532.02 FEET N.0° 03'25" W. ALONG THE QUARTER SECTION LINE AND 53.00 FEET N.89° 47'25" E. FROM THE CENTER QUARTER CORNER OF SAID SECTION 27, (NOTE: THE BASIS OF BEARING FOR THIS EASEMENT IS N.00° 03'25" W. 2,652.32 FEET ALONG THE CENTER QUARTER LINE BETWEEN THE FOUND MONUMENTS REPRESENTING THE CENTER QUARTER CORNER AND THE NORTH QUARTER CORNER OF SAID SECTION 27, AND RUNNING THENCE S.48° 15'19" E. 4.47 FEET TO THE BEGINNING OF A 21-FOOT RADIUS CURVE TO THE LEFT, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 15.31 FEET THROUGH A DELTA OF 41° 46'32" (NOTE: CHORD TO SAID CURVE BEARS S.69° 08'35" E. FOR A DISTANCE OF 14.98 FEET); THENCE N.89° 58'09" E. 23.41 FEET, TO THE BEGINNING OF A 55.5-FOOT RADIUS CURVE TO THE RIGHT, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 25.03 FEET THROUGH A DELTA OF 25° 50'31" (NOTE: CHORD TO SAID CURVE BEARS S.77° 06'38" E. FOR A DISTANCE OF 24.82 FEET), TO THE BEGINNING OF A 44.5-FOOT RADIUS CURVE TO THE LEFT, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 20.07 FEET THROUGH A DELTA OF 25° 50'31" (NOTE: CHORD TO SAID CURVE BEARS S.77° 06'38" E. FOR A DISTANCE OF 19.90 FEET); THENCE N.89° 58'09" E. 50.75 FEET, TO THE BEGINNING OF A 5-FOOT RADIUS CURVE TO THE LEFT, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 5.52 FEET THROUGH A DELTA OF 63° 15'22" (NOTE: CHORD TO SAID CURVE BEARS N.58° 20'28" E. FOR A DISTANCE OF 5.24 FEET), TO THE BEGINNING OF A 45-FOOT RADIUS REVERSE CURVE TO THE RIGHT, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 99.99 FEET THROUGH A DELTA OF 127° 18'30" (NOTE: CHORD TO SAID CURVE BEARS S.89° 37'58" E. FOR A DISTANCE OF 80.85 FEET), TO THE BEGINNING OF A 5-FOOT RADIUS REVERSE CURVE TO THE LEFT, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 5.38 FEET THROUGH A DELTA OF 61° 38'29" (NOTE: CHORD TO SAID CURVE BEARS S.56° 47'57" E. FOR A DISTANCE OF 5.12 FEET), TO THE BEGINNING OF A 21-FOOT RADIUS CURVE TO THE LEFT, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 15.61 FEET THROUGH A DELTA OF 42° 35'49" (NOTE: CHORD TO SAID CURVE BEARS N.71° 04'54" E. FOR A DISTANCE OF 15.26 FEET); THENCE N.49° 47'00" E. 14.35 FEET; THENCE SOUTH 69.56 FEET; THENCE N.47° 34'55" W. 11.08 FEET; TO THE BEGINNING OF A 17-FOOT RADIUS CURVE TO THE LEFT, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 11.45 FEET THROUGH A DELTA OF 38° 34'27" (NOTE: CHORD TO SAID CURVE BEARS N.66° 52'08" W. FOR A DISTANCE OF 11.23 FEET), TO THE BEGINNING OF A 476.50-FOOT RADIUS CURVE TO THE LEFT, THENCE WESTERLY ALONG THE ARC OF SAID CURVE 31.96 FEET THROUGH A DELTA OF 03° 50'34" (NOTE: CHORD TO SAID CURVE BEARS N.88° 04'38" W. FOR A DISTANCE OF 31.96 FEET); THENCE S.89° 58'09" W. 178.21 FEET, TO THE BEGINNING OF A 17-FOOT RADIUS CURVE TO THE LEFT, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 12.18 FEET THROUGH A DELTA OF 41° 03'09" (NOTE: CHORD TO SAID CURVE BEARS S.69° 26'34" W. FOR A DISTANCE OF 11.92 FEET); THENCE S.48° 55'00" W. 13.24 FEET TO A POINT IN SAID EASTERLY RIGHT OF WAY LINE OF STATE ROUTE 68 (REDWOOD ROAD); THENCE ALONG SAID RIGHT OF WAY LINE N.00° 03'25" W. 74.19 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED EASEMENT CONTAINS 13,394 SQUARE FEET OR 0.307 ACRES.

REDWOOD ROAD (1700 WEST STREET)

BASIS OF BEARING
 N 00°03'25" W (APP & M) 2652.32' (A) 2652.15' (APP)



LINE TABLE		
LINE	LENGTH	BEARING
L10	178.21	S89°58'09"W
L11	13.24	S48°55'00"W
L12	74.19	N00°03'25"W
L13	4.47	S48°15'19"E
L14	23.41	N89°58'09"E
L15	50.75	N89°58'09"E
L16	14.35	N49°47'00"E
L17	69.56	S00°00'00"E
L18	11.08	N47°34'55"W

CURVE TABLE		
CURVE	LENGTH	RADIUS
C10	12.18	17.00
C11	15.31	21.00
C12	25.03	55.50
C13	20.07	44.50
C14	5.52	5.00
C15	99.99	45.00
C16	5.38	5.00
C17	15.61	21.00
C18	11.45	17.00
C19	31.96	476.50

CONTRACT NO. 12007
 PROJECT NO. 12007
 SHEET NO. 1 OF 1



7200 SO. REDWOOD, LLC / CLAYTON HOMES
 6575 S. REDWOOD RD., SUITE 100
 TAYLORSVILLE, UT 84123

SOMERSET VILLAS
 ACCESS EASEMENT
 NW1/4 NE1/4 SECTION 27, T2S, R1W, SL&M

COMP. FILE
 EXHIBIT
 PROJECT NO.
 12007
 SHEET NO.
 1 OF 1