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7/22/2013 11:31:00 AM \$28.00  
Book - 10161 Pg - 4346-4354  
Gary W. Ott  
Recorder, Salt Lake County, UT  
METRO NATIONAL TITLE  
BY: eCASH, DEPUTY - EF 9 P.

When Recorded Return to:

7200 Redwood, LLC  
6575 South Redwood Road, Suite 100  
Salt Lake City, Utah 84123

*MNT-35925*

## ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT ("**Agreement**") is entered into this 18 day of July, 2013 by and between 7200 REDWOOD, LLC, a Utah limited liability company ("**7200**") and R4J Investments, LLC ("**R4J**").

WHEREAS, 7200 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 "**R4J Property**"); and

WHEREAS R4J desires to grant 7200 an easement over and across the R4J Property for access to the 7200 Property,

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

1. Grant of Easement. R4J hereby grants 7200, its successors and assigns, a perpetual non-exclusive easement and right-of-way for ingress and egress by vehicular and pedestrian traffic over, through and across that portion of the R4J Property described on attached Exhibit "C" (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 R4J Property.

3. Indemnification. 7200 hereby agrees to indemnify, defend and hold R4J harmless from and against any claims, liabilities, damages or costs (collectively, "**Claims**") arising out of or relating to the use of the Easement Area by 7200, its invitees, guests or customers unless and to the extent that such Claims are the result of the negligence of R4J, its invitees, guests or customers.

4. 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 whatsoever.

5. Miscellaneous.

(a) Covenants Running with the Land. This Agreement 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 Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assign

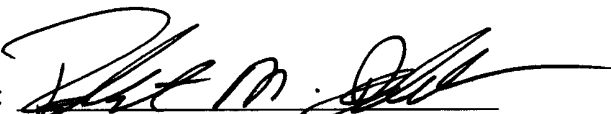
(d) Severability. If any one or more of the provisions of this Agreement or the applicability of any such provision to a specific situation shall be held invalid or unenforceable by a court of competent jurisdiction, the validity and enforceability of all the provisions of this Agreement and all other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

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

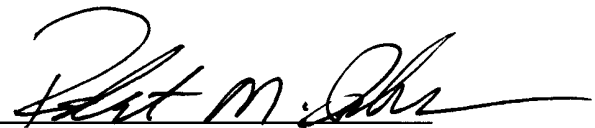
(f) Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled 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 parties have executed this Agreement as of the date set forth above.

**7200 REDWOOD, LLC**


By:   
Its: manager

**R4J INVESTMENTS, LLC**

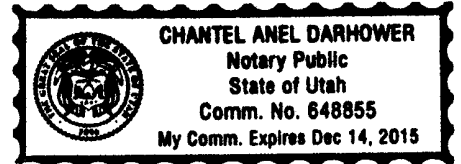
By:   
Its: manager

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

On the 18 day of July, 2013 personally appeared before me  
Robert M. Dahlke, who duly acknowledged to me that he executed the same in his capacity as  
Manager of 7200 Redwood, LLC, a Utah limited liability company, with full authority to do so..

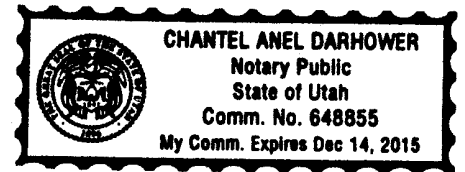
  
\_\_\_\_\_  
Notary Public

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



On the 18 day of July, 2013 personally appeared before me  
Robert M. Dahlke, who duly acknowledged to me that he executed the same in his capacity as  
Manager of R4J Investments, LLC, a Utah limited liability company, with full authority to do so..

  
\_\_\_\_\_  
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 – R4J Property**

Parcel Identification No. 21-27-201-096.

Beginning at a point South 0°11'27" West 1023 feet and South 89°53'25" East feet from the North Quarter Corner of Section 27, Township 2 South, Range 1 West, Salt Lake Base and Meridian; said point being the Southwest corner of property owned by Dora A. Velarde and Larry Velarde; thence South 0°11'27" West 297.08 feet along the East line of Redwood Road; thence North 89°56'35" East 255.3 feet; thence North 297 feet, more or less, to the South property line of the Dora A. Velarde and Larry Velarde Property referred to above, said point also being East 254.3 feet from the point of beginning; thence West 254.3 feet to the point of beginning.

**EXHIBIT "C"**  
**Legal Description of Easement Area**

## ACCESS EASEMENT DESCRIPTION

A PERPETUAL CROSS ACCESS EASEMENT BETWEEN R4J AND THE LOT OWNERS OF THE LOTS LOCATED IN SOMERSET VILLAS PHASE 1 AND 2 SUBDIVISIONS. SAID EASEMENT IS SITUATE IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, IN SALT LAKE COUNTY, UTAH. SAID EASEMENT IS ALSO KNOWN AS "PARCEL B" OF THE SOMERSET VILLAS PHASE 1 SUBDIVISION PLAT AND MORE PARTICULARLY 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°06'36"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°06'36"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 80.65 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 31.95 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.



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 BASE 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° 06'36"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° 06'36"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 80.65 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 31.95 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

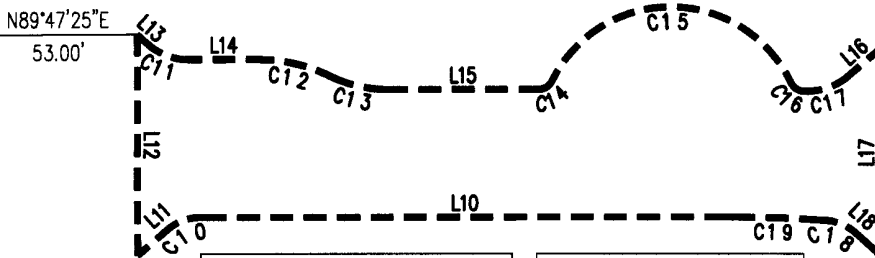
N 00°03'25" W (ARP & M) 2652.32' (M) 2652.13' (ARP)

22  
27

1,120.30'

1,532.02'

27  
27



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

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OR BY ANY INFORMATION  
SYSTEM.



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, SLB&M

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