

12905944
12/19/2018 11:56:00 AM \$24.00
Book - 10739 Pg - 7746-7753
ADAM GARDINER
Recorder, Salt Lake County, UT
OLD REPUBLIC TITLE DRAPER/OREM
BY: eCASH, DEPUTY - EF 8 P.

When recorded mail to:

Board of Education of Jordan School District
7387 South Campus View Drive
West Jordan, UT 84084
Attn: Janice Voorhies, Board President

26 · 34 · 300 · 011

(Above Space for Record's Use Only)

ACCESS EASEMENT

This ACCESS EASEMENT (the "**Agreement**") is entered into this 18th day of Dec, 2018, by and between RICHARD P. DANSIE, SUCCESSOR TRUSTEE OF THE IRREVOCABLE LIVING TRUST DATED MARCH 20, 1982 ALSO KNOWN AS THE JESSE H. DANSIE TRUST (consisting of two trusts: The Home Trust (87-610190) and the Ranch Trust (87-6190191)), as disclosed by a Declaration of Trust recorded March 15, 1990, in the official records of Salt Lake County, Utah as Entry Number 4893091 in Book 6205 at page 696, RICHARD P. DANSIE, AS SPECIAL TRUSTEE OF THE JESSE RODNEY DANSIE LIVING TRUST dated September 29, 2009, RICHARD P. DANSIE AND DIXIE M. DANSIE, husband and wife, and DANSIE LAND, LLC, a Utah limited liability company (collectively, "**Dansie**"), and BOARD OF EDUCATION OF JORDAN SCHOOL DISTRICT, a body corporate and politic of the State of Utah ("**JSD**"). Dansie and JSD are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Concurrent with this Agreement, JSD will acquire from Dansie and become the owner of approximately thirty-four and one-hundredths (34.01) acres of real property located in Herriman City, Salt Lake County, Utah, as more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the "**JSD Property**").

B. Dansie is currently the owner of certain real property located adjacent to the JSD Property (the "**Dansie Property**").

C. As part of the sale of the JSD Property to JSD from Dansie, Dansie has agreed to grant a non-exclusive access easement (the "**Easement**") on, over and across a portion of the Dansie Property (the "**Easement Area**") as more particularly described on Exhibit B, attached hereto and incorporated herein by this reference, for the benefit of the JSD Property.

D. The Parties desire to provide non-exclusive access via the Easement on, over, and across the Dansie Property for the benefit of the JSD Property and Dansie is willing to allow for such Easement, subject to the following terms and conditions.

TERMS AND CONDITIONS

NOW THEREFORE, for and in consideration of the above recitals, the covenants and promises contained in this Agreement, and other good and valuable consideration, Dansie and JSD hereby agree as follows:

4823-1079-3602

Ent 12905944 BK 10739 PG 7746

1. Grant of Easement. Dansie hereby grants to JSD, for the benefit of the JSD Property, a permanent, non-exclusive access easement on, over and across the Dansie Property specifically upon the Easement Area, for the purpose of vehicular and pedestrian ingress and egress to and from the JSD Property. This Agreement and the Easement granted herein shall automatically terminate upon, and only upon, the earlier to occur of one of the following: (i) JSD decides that it will no longer use the Easement Area and gives Dansie written notice thereof, or (ii) any portion of the Easement Area is dedicated, taken or condemned by any governmental authority and used for a public roadway.

2. Access. JSD and its successors and assigns, contractors, guests, and invitees (collectively, the “**JSD Parties**”), shall have the right to enter upon the Easement Area for the purposes permitted by this Agreement.

3. Reservation. Dansie reserves the right to use the Easement Area for any use not inconsistent with JSD’s permitted use of the Easement Area.

4. Condemnation/Public Dedication. If at any time any portion of the Easement Area or interest therein shall be taken or condemned by any governmental authority, all compensation and damages payable, if any, for or on account of such portion of the Easement Area and any adjoining property of Dansie so taken or condemned, shall be paid to and be the property of Dansie; provided that JSD shall be entitled to recover from the condemning authority full compensation for any severance or other damages to its easement rights, including the cost of obtaining and moving to a substitute location, if necessary. Upon such taking or condemnation and replacement with an alternative easement, JSD will peaceably surrender and deliver up to Dansie possession of the Easement Area so taken or condemned. The Parties anticipate that the Easement Area will be dedicated to the public as a public roadway and at such time this Agreement and the Easement will automatically terminate.

5. Condition of Property. JSD hereby accepts the Easement Area in its “AS IS”, “WHERE IS” condition, without warranties, either express or implied, “WITH ALL FAULTS”, including but not limited to both latent and patent defects.

6. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

[signatures follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

JSD: BOARD OF EDUCATION OF JORDAN SCHOOL DISTRICT, a body corporate and politic of the State of Utah

By: Janice L Voorhies

Name (Print): Janice L Voorhies

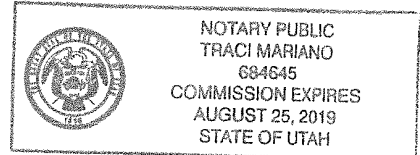
Its: President, Jordan Board of Education

STATE OF _____)
:ss.

COUNTY OF _____)

On this 18th day of 2018, 2018, personally appeared before me Janice L Voorhies personally known to me to be the President of BOARD OF EDUCATION OF JORDAN SCHOOL DISTRICT, a body corporate and politic of the State of Utah, who acknowledged before me that he/she signed the foregoing instrument and that said instrument is the free and voluntary act of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company and that said company executed the same.

Traci Mariano
Notary Public for the
State of Utah



[signature and acknowledgement to follow]

DANSIE: **DANSIE LAND, LLC,**
a Utah limited liability company

By: Richard P. Dansie

Name (Print): RICHARD P. Dansie

Its: Manager

**RICHARD P. DANSIE, SUCCESSOR TRUSTEE
OF THAT CERTAIN IRREVOCABLE LIVING
TRUST DATED MARCH 20, 1982, also known as
the Jesse H. Dansie Trust**

Richard P. Dansie
Richard P. Dansie, Successor Trustee

**RICHARD P. DANSIE, SPECIAL TRUSTEE OF THE
JESSEE RODNEY DANSIE LIVING TRUST DATED
OCTOBER 29, 2009**

Richard P. Dansie
Richard P. Dansie, Special Trustee

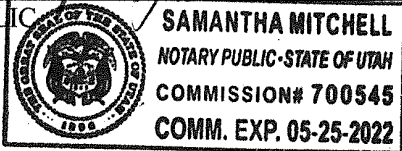
Richard P. Dansie
RICHARD P. DANSIE

Dixie M. Dansie
DIXIE M. DANSIE

[acknowledgments follow]

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

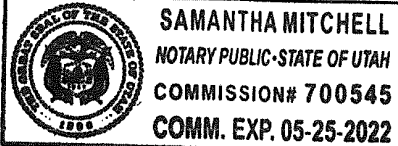
On this 14 day of December, 2018, personally appeared before me Sam Mitchell, a notary public, personally appeared RICHARD P. DANSIE, the Manager of DANSIE LAND LLC, a Utah limited liability company, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document and who acknowledged before me that he signed the foregoing instrument and that said instrument is the free and voluntary act of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company and that said company executed the same

Samantha Mitchell
NOTARY PUBLIC


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

On this 14 day of December, 2018, before me Sam Mitchell, a notary public, personally appeared RICHARD P. DANSIE proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same as Successor Trustee of said IRREVOCABLE LIVING TRUST DATED MARCH 20, 1982, also known as the Jesse H. Dansie Trust.

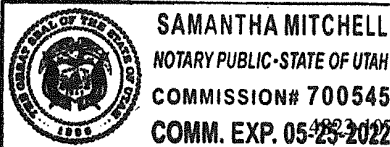
Samantha Mitchell
NOTARY PUBLIC



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

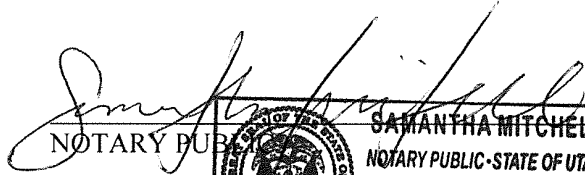

On this 14 day of December, 2018, before me Sam Mitchell, a notary public, personally appeared RICHARD P. DANSIE proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same as Special Trustee of said JESSEE RODNEY DANSIE LIVING TRUST DATED OCTOBER 29, 2009.

Samantha Mitchell
NOTARY PUBLIC



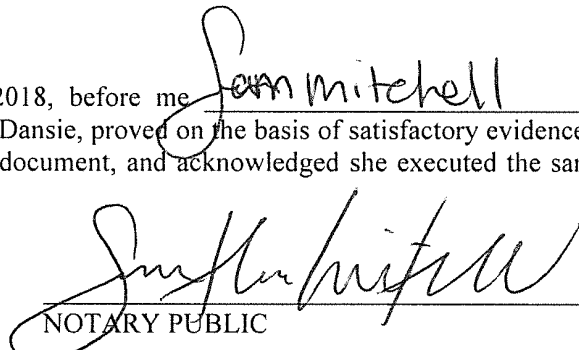
STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 14 day of December, 2018, before me Sam Mitchell, a notary public, personally appeared Richard P. Dansie, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same on his own behalf.


NOTARY PUBLIC

SAMANTHA MITCHELL
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 700545
COMM. EXP. 05-25-2022

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 14 day of December, 2018, before me Sam Mitchell, a notary public, personally appeared Dixie M. Dansie, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged she executed the same on her own behalf.


NOTARY PUBLIC

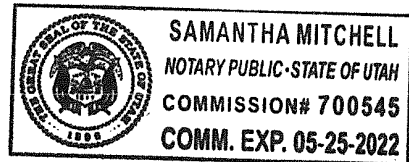

SAMANTHA MITCHELL
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 700545
COMM. EXP. 05-25-2022

EXHIBIT A

(Legal Description of the JSD Property)

ELEMENTARY SCHOOL

A portion of the NW1/4 of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Herriman, Utah, more particularly described as follows:

Beginning at a point located S89°53'28"E along the Section line 1,441.21 feet and North 2,926.28 feet from the Southwest Corner of Section 34, T4S, R2W, SLB&M; thence N00°14'07"W 794.10 feet; thence S89°50'23"E 655.58 feet; thence S00°19'35"E 792.27 feet; thence West 656.83 feet to the point of beginning.

Contains: 11.95 acres+/-

MIDDLE SCHOOL

A portion of the NW1/4 & NE1/4 of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Herriman, Utah, more particularly described as follows:

Beginning at a point located S89°53'28"E along the Section line 2,404.05 feet and North 2,928.11 feet from the Southwest Corner of Section 34, T4S, R2W, SLB&M; thence N00°19'35"W 1,044.34 feet to the Section line; thence S89°49'23"E along the Section line 924.26 feet; thence South 1,041.47 feet; thence West 918.30 feet to the point of beginning.

Contains: 22.06 acres+/-

EXHIBIT B

(Legal Description of the Easement)

An access easement across a portion of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Herriman, Utah, more particularly described as follows:

Beginning at a point located N89°53'28"W along the Section line 823.42 feet and North 1,035.82 feet from the South ¼ Corner of Section 34, T3S, R2W, SLB&M; thence S75°27'00"W 135.00 feet; thence Northeasterly along the arc of a non-tangent curve to the left having a radius of 20.00 feet (radius bears: N14°33'00"W) a distance of 31.42 feet through a central angle of 90°00'00" Chord: N30°27'00"E 28.28 feet; thence N14°33'00"W 129.32 feet; thence along the arc of a curve to the right with a radius of 647.50 feet a distance of 113.75 feet through a central angle of 10°03'56" Chord: N09°31'02"W 113.60 feet to a point of compound curvature; thence along the arc of a curve to the right with a radius of 400.00 feet a distance of 77.34 feet through a central angle of 11°04'43" Chord: N01°03'18"E 77.22 feet; thence N06°35'39"E 59.80 feet; thence along the arc of a curve to the left with a radius of 400.00 feet a distance of 47.77 feet through a central angle of 06°50'34" Chord: N03°10'22"E 47.74 feet; thence N00°14'55"W 113.18 feet; thence along the arc of a curve to the right with a radius of 634.00 feet a distance of 472.80 feet through a central angle of 42°43'41" Chord: N21°06'55"E 461.92 feet; thence N42°28'46"E 487.83 feet; thence along the arc of a curve to the left with a radius of 766.00 feet a distance of 572.09 feet through a central angle of 42°47'29" Chord: N21°05'01"E 558.88 feet to a point of compound curvature; thence along the arc of a curve to the left with a radius of 20.00 feet a distance of 31.31 feet through a central angle of 89°41'17" Chord: N45°09'22"W 28.21 feet; thence West 935.51 feet; thence N00°14'07"W 828.18 feet; thence S89°50'23"E 26.50 feet; thence S00°14'07"E 794.10 feet; thence East 656.83 feet; thence N00°19'35"W 34.00 feet; thence East 306.01 feet; thence S00°19'35"E 34.00 feet; thence S89°59'55"E 918.30 feet; thence South 33.98 feet; thence West 863.99 feet; thence along the arc of a curve to the left with a radius of 20.00 feet a distance of 31.51 feet through a central angle of 90°15'27" Chord: S44°52'16"W 28.35 feet to a point of reverse curvature; thence along the arc of a curve to the right having a radius of 834.00 feet a distance of 622.30 feet through a central angle of 42°45'09" Chord: S21°06'11"W 607.97 feet; thence S42°28'46"W 487.83 feet; thence along the arc of a curve to the left with a radius of 566.00 feet a distance of 422.09 feet through a central angle of 42°43'41" Chord: S21°06'55"W 412.38 feet; thence S00°14'55"E 113.18 feet; thence along the arc of a curve to the left with a radius of 400.00 feet a distance of 47.77 feet through a central angle of 06°50'34" Chord: S03°40'12"E 47.74 feet; thence S07°05'29"E 68.72 feet; thence along the arc of a curve to the right with a radius of 400.00 feet a distance of 36.37 feet through a central angle of 05°12'37" Chord: S04°29'11"E 36.36 feet to a point of reverse curvature; thence along the arc of a curve to the left having a radius of 552.50 feet a distance of 122.16 feet through a central angle of 12°40'08" Chord: S08°12'56"E 121.92 feet; thence S14°33'00"E 129.32 feet; thence along the arc of a curve to the left with a radius of 20.00 feet a distance of 31.42 feet through a central angle of 90°00'00" Chord: S59°33'00"E 28.28 feet to the point of beginning.

Contains: 5.72 acres+/-