

05/12/2009 12:00 PM \$22.00

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GARY W. OTT

RECORDER, SALT LAKE COUNTY, UTAH

JOHN MILLER

2621 S HEMPSTEAD

WEST VALLEY UT 84119

BY: TMW, DEPUTY - WI 7 P.

**When Recorded, Mail To:**

John Miller

2621 S. HEMPSTEAD

WEST VALLEY, UT 84119

(Space above for Recorder's use only)

**ACCESS EASEMENT AGREEMENT**

THIS ACCESS EASEMENT AGREEMENT (this "**Agreement**") is entered into this 6<sup>th</sup> day of May, 2009, by and between UTAH CHARTER ACADEMIES, a Utah non-profit corporation ("**Grantor**"), and JOHN MILLER, an individual ("**Grantee**").

**RECITALS**

A. Grantor owns certain real property located in Salt Lake County, Utah, commonly referred to as the American Preparatory Academy and the School for New Americans (the "**Grantor's Property**").

B. Grantee owns real property located adjacent to the Grantor's Property, which real property is specifically described on Exhibit A, attached hereto and incorporated herein by this reference (the "**Grantee's Property**").

C. Grantee desires to obtain a ten foot (10') wide non-exclusive access easement (the "**Easement**"), for the benefit of the Grantee's Property, on, over, and across the portion of the Grantor's Property more particularly described in Exhibit B, attached hereto and incorporated herein by this reference (the "**Easement Area**"). Grantor is willing to convey the Easement to Grantee, subject to the terms and conditions set forth herein.

**TERMS AND CONDITIONS**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Easement.** Grantor hereby conveys to Grantee for the benefit of Grantee's Property only, and without warranty, a ten foot (10') wide, non-exclusive easement, over and across the Easement Area, for the purposes of: (i) providing ingress and egress to and from the Grantee's Property; and (ii) constructing, installing, designing, maintaining, and repairing an access route (the "**Access Route**").

2. **Access.** Grantee and its guests, invitees, agents, servants, employees, consultants, contractors and subcontractors (collectively, "**Grantee's Agents**") will have the right to enter upon the Easement Area for the purposes permitted by this Agreement. Grantee's Agents will enter upon the Easement Area at their sole risk and hazard.

3. **Reservation by Grantor.** Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area. Without limiting the above, Grantor reserves the right to use the Access Route for emergency vehicle ingress and egress, and Grantee agrees to keep the Access Route in a condition that will permit said emergency vehicle ingress and egress.

4. **Condition of the Easement Area.** Grantee accepts the Easement Area and all aspects thereof in "AS IS", "WHERE IS" condition, without warranties, either express or implied, "with all faults", including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Area, including, but not limited to any warranty of merchantability, title, or fitness for a particular purpose.

5. **No Additional Interest or Estate.** Grantee expressly agrees that, other than the Easement, it does not have any other title, interest, or estate in the Grantor's Property.

6. **Miscellaneous.** The Easement shall run with the land, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns. If any action, suit, or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement or if a party finds it necessary to retain an attorney to enforce its rights under this Agreement, all costs and expenses of the prevailing party incident to such proceeding or retention, including reasonable attorneys' fees, shall be paid by the non-prevailing party.

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

**Grantor:**

UTAH CHARTER ACADEMIES,  
a Utah non-profit corporation

By: 

Name (Print): HOWARD M. HENDRICK

Its: BOARD PRESIDENT

**Grantee:**

JOHN MILLER,  
an individual

By: \_\_\_\_\_

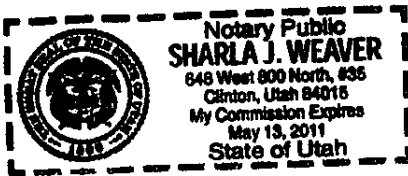
Name (Print): \_\_\_\_\_

Its: \_\_\_\_\_

*[acknowledgments are on the following page]*

STATE OF UTAH                    )  
  ) ss.  
COUNTY OF Salt Lake        )

The foregoing instrument was acknowledged before me on May 4 \_\_\_\_, 2009, by Howard M. Headlee, the Board President of UTAH CHARTER ACADEMIES, a Utah non-profit corporation.



Sharla J. Weaver  
Notary Public

STATE OF UTAH                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on \_\_\_\_\_ \_\_\_\_, 2009, by JOHN MILLER, an individual.

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

3. **Reservation by Grantor.** Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area. Without limiting the above, Grantor reserves the right to use the Access Route for emergency vehicle ingress and egress, and Grantee agrees to keep the Access Route in a condition that will permit said emergency vehicle ingress and egress.

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

**Grantor:**

UTAH CHARTER ACADEMIES,  
a Utah non-profit corporation

By: 

Name (Print): HOWARD M. HERDICK

Its: BOARD PRESIDENT

**Grantee:**

JOHN MILLER,  
an individual

By: 

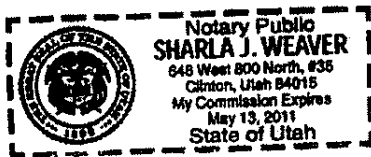
Name (Print): JOHN MILLER

Its: \_\_\_\_\_

*[acknowledgments are on the following page]*

STATE OF UTAH )  
 ) ss.  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me on May 4, 2009, by  
Howard M. Headlee, the Board President of UTAH CHARTER ACADEMIES,  
a Utah non-profit corporation.



Sharla J. Weaver  
Notary Public

STATE OF UTAH )  
 ) ss.  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me on May 11, 2009, by  
JOHN MILLER, an individual.



Tamara P. King  
Notary Public

**EXHIBIT A**

(Legal Description of the Grantee's Property)

That certain real property located in Salt Lake County, Utah, specifically described as:

Lot 12, Block 8, Chesterfield Plat "A", according to the official plat thereof recorded in the office of the Salt Lake County Recorder.

**EXHIBIT B**

(Legal Description of the Easement Area)

That certain real property located in Salt Lake County, Utah, specifically described as:

10.0' Access Easement.  
In favor of Parcel No. 15-23-352-003  
Affects Parcel No. 15-23-351-001.

Beginning at a point on the south line of Crystal Avenue said point being East 265.00 feet along the south line of Crystal Avenue from the Northwest Corner of Lot 15 Block 9, CHESTERFIELD PLAT "A" said Corner being North 00°04'43" East 1,077.28 feet along the section line to a point on the north line of said Block 9 and East 97.49 feet along said north line from the Southwest Corner of Section 23, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running;

thence East 10.00 feet along the south line of said Crystal Avenue;  
thence South 0°07'00" East 270.00 feet;  
thence West 10.00 feet;  
thence North 0°07'00" West 270.00 feet to the point of beginning.

Contains 2,700 square feet. 0.062 acres.