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ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
LIGHTEN INVESTMENTS LLC
13583 S LOVERS LANE
RIVERTON UT 84065
BY: KRA, DEPUTY - WI 3 P.

WHEN RECORDED MAIL TO:

Lighten Investments, LLC
Attn: Daniel A. Lighten, Manager
13583 S Lovers Lane
Riverton, Utah 84065

PARCEL I.D.# 27-35-353-016
GRANTOR: Lighten Investments, LLC
(Proposed The Creek at Lovers Lane Subdivision Phase 2 – Lot 6)
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EASEMENT

LIGHTEN INVESTMENTS, LLC, (Owner of parcel #27-35-353-016) as Grantor does hereby convey and grant to LIGHTEN INVESTMENTS, LLC, (Owner of the proposed Lot 6, The Creek at Lovers Lane Phase 2 Subdivision), as Grantee, his successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a non-exclusive easement to construct, lay, maintain and operate one sanitary sewer lateral (hereinafter called the “Lateral”) through and across the following described land and premises situated in the County of Salt Lake, State of Utah, to-wit:

See Exhibit “A” attached hereto and by this reference made a part hereof

TO HAVE AND HOLD the same unto the Grantee, his successors and assigns so long as such Lateral shall be maintained, with the right of access within said easement to construct, maintain and operate the Lateral. Grantor and his successors and assigns shall have the right to use the above-described property except for the purpose for which this easement is granted to Grantee.

Grantee, following the installation and/or maintenance of the Lateral, shall promptly restore all property through which the work traverses to as near its condition prior to the installation and/or maintenance as is reasonably possible.

Grantee hereby agrees to indemnify and hold the Grantor harmless from any and all claims, demands, loss, damage, liabilities, costs and expenses, including attorneys’ fees, in any manner arising out of Grantee’s use of the easement granted herein, or the ownership, construction, operation, use or maintenance of the Lateral by the Grantee over, under and through the easement herein granted and any portion thereof, including but not limited to, damages for injury to or death of persons and damage to property, real or personal, of others or the Grantee.

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



EXHIBIT A

SEWER LATERAL EASEMENT FOR SERVICE TO:
LOT 6 OF THE PROPOSED "THE CREEK AT LOVERS LANE PHASE 2" SUBDIVISION

A TEN FOOT WIDE SEWER LATERAL EASEMENT WITHIN THE EXISTING PARCEL WITH TAX ID # 27-35-353-016 OWNED BY LIGHTEN INVESTMENTS, LLC. SAID EASEMENT CROSSES THE PROPOSED LOT 5 OF THE PROPOSED "THE CREEK AT LOVERS LANE PHASE 2" SUBDIVISION (GRANTOR), IN FAVOR OF THE PROPOSED LOT 6 OF THE PROPOSED "THE CREEK AT LOVERS LANE PHASE 2" SUBDIVISION (GRANTEE). SAID PARCEL OF LAND LIES WITHIN THE SOUTHWEST ¼ OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, RIVERTON CITY, SALT LAKE COUNTY, UTAH.

COMMENCING AT THE SALT LAKE COUNTY BRASS CAP WELL MONUMENT MONUMENTALIZING THE SOUTHWEST CORNER OF SAID SECTION 35, THENCE NORTH 00° 07'10" EAST 1322.59 FEET COINCIDENT WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35 TO THE SALT LAKE COUNTY BRASS CAP WELL MONUMENT MONUMENTALIZING THE SOUTH SIXTEENTH CORNER OF SAID SECTION 35; THENCE NORTH 89° 45'25" EAST 1320.03 FEET COINCIDENT WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER TO THE SOUTHWEST SIXTEENTH CORNER THEREOF; THENCE SOUTH 00° 02'00" WEST 280.75 FEET COINCIDENT WITH THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE SOUTH 89° 45'12" WEST 12.52 FEET TO THE NORTHEAST CORNER OF SAID PROPOSED SUBDIVISION; THENCE SOUTH 89° 45'12" WEST 183.98 FEET COINCIDENT WITH THE NORTH LINE OF SAID SUBDIVISION TO THE NORTHEAST CORNER OF SAID LOT 5 AND THE TRUE POINT OF BEGINNING:

THENCE SOUTH 00° 02'00" WEST 10 FEET; THENCE SOUTH 89° 45'12" WEST 121.00 FEET; THENCE NORTH 00° 02'00" EAST 10 FEET TO THE NORTH LINE OF SAID LOT 5; THENCE NORTH 89° 45'12" EAST 121.00 FEET COINCIDENT WITH SAID NORTH LINE TO THE POINT OF BEGINNING;

NOTWITHSTANDING ANYTHING TO THE FOREGOING, IN RECOGNITION THAT THE SEWER LATERAL HAS BEEN CONSTRUCTED ACROSS A PORTION OF THE PROPOSED LOT 5 FOR THE EXPLICIT PURPOSE OF SERVING THE PROPOSED LOT 6, THIS EASEMENT EXTENDS FROM THE ACTUAL EAST BOUNDARY OF SAID PROPOSED LOT 5 TO THE ACTUAL SEWER MAIN LINE AND IS 10 WIDE CENTERED ON THE ACTUAL CONSTRUCTED SEWER LATERAL (FIVE FEET EACH SIDE OF THE LATERAL) AT THE LOCATION WHERE THE SEWER LATERAL AND SEWER MAIN LINE ARE ACTUALLY AND ORIGINALLY CONSTRUCTED TO SERVE SAID LOT 6 AND RUNS WITH THE LAND TO THE BENEFIT OF THE OWNER OF SAID LOT 6.