

RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT

Regarding Lots 3,4,5,6 in Phase 2 at

The Creek at Lovers Lane Subdivision in Riverton, UT

This Reciprocal Easement and Maintenance Agreement is made and entered into by and between owners on record on each of 4 lots that access Lovers Cove: Lot 3, Lot 4, Lot 5, Lot 6 of The Creek at Lovers Lane, Phase 2.

RECITALS

- A. The Lot Owners desire to grant non-exclusive easements to each other upon the portion of Lovers Cove owned by the respective Lot Owner.
- B. The Lot Owners also desire to establish an agreement for maintenance of Lovers Cove, as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Lot Owners hereby covenant and agree that the Lots and all present and future owners and occupants of the Lots shall be and hereby are subject to the easements and maintenance agreement set forth in this Agreement, and the parties hereto on behalf of themselves and their respective successors and assigns covenant and agree as follows:

- av 1. Recitals. The Recitals set forth above are incorporated into and made a part of this Reciprocal Easement and Maintenance Agreement.
- 2. Reciprocal Grant of Easements. The Lot Owners hereby grant, establish, covenant

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 05/17/2019 01:38 PM \$40.00
 Book - 10782 Pg - 1146-1150
 RASHELLE HOBSBS
 REORDER, SALT LAKE COUNTY, UTAH
 CHARITY LIGHTON
 13583 S LOVERS LANE
 RIVERTON UT 84065
 BY: PSA, DEPUTY - MT 5 P.

and agree that Lots 3, 4, 5, 6, and the respective Lot Owners, and all tenant(s) or occupant(s) of a Lot, and the respective employees, agents, contractors, customers, permittees, invitees and licensees of the Lot Owner or such tenant(s) or occupant(s) (the "**Permittees**") of Lots 3, 4, 5, 6, shall be benefited and burdened by a nonexclusive perpetual and reciprocal easement only for reasonable access, ingress and egress over Lovers Cove so as to provide for the passage of motor vehicles and pedestrians.

3. **Maintenance Obligations.** The Lot Owners hereby covenant and agree to maintain and repair Lovers Cove, at their sole cost and expense. In the event the Lot Owners agree certain maintenance improvements or repair work is necessary to maintain the standard of Lovers Cove, each Lot Owner shall be obligated to pay twenty percent (25%) of the cost of such improvements. This maintenance obligation, however, shall not extend to or cover any utility lines, roadways or improvements that are dedicated to and accepted by any governmental entity, special service district, or municipality.

4. **Term.** The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement, remaining in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, canceled or terminated by the written consent of all then record owners of Lots 3, 4, 5, 6 in accordance with paragraph 5.b hereof.

5.

Miscellaneous.

a. If any party shall seek to enforce or protect its rights under this Reciprocal Easement and Maintenance Agreement in any action, suit, or other proceeding, the prevailing party shall be entitled to receive from the other party payment all of its costs and expenses, including reasonable attorneys' fees incurred (whether such costs or fees are incurred before or after the commencement of the proceeding), including any and all appeals or petitions therefrom.

b. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record owners of Lots 3, 4, 5, 6, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded.

c. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties

and their successors, assigns, heirs, and personal representatives.

- d. The grantee of any Lot or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Lot, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein.
- e. This Reciprocal Easement and Maintenance Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
- f. Each person signing this Reciprocal Easement and Maintenance Agreement represents and warrants that he or she has been duly authorized to execute this Reciprocal Easement and Maintenance Agreement.

Lighten Investments LLC

By: C. Lighten
Its: _____
Dated _____

COUNTY OF SALT LAKE)
SS: STATE OF UTAH) On the 17th Day May 2019, before me, the undersigned Notary Public, personally appeared Charity Lighten, known to me to be the MANAGER OF Lighten Investments, LLC and designated agent of the limited liability company that executed the above and acknowledged to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and under oath stated that they are authorized to execute said instrument freely and voluntarily for the purposes and use herein mentioned on behalf of the limited liability company.

STATE OF UTAH)

: SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 17 day of May, 2019, by Charity Lighten, the owner of The Creek At Lovers Lane, Phase 2.

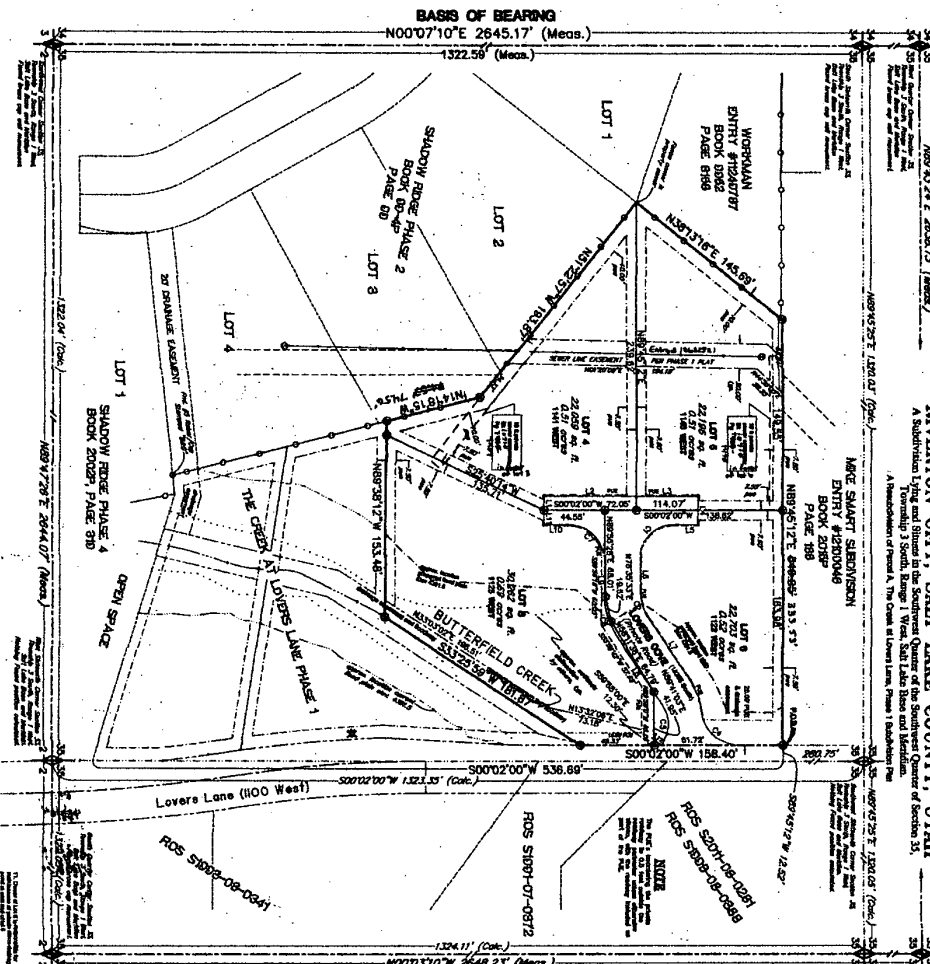
SEAL:




Notary Public

THE CREEK AT LOVERS LANE, PHASE 2

RIVERTON CITY, SALT LAKE COUNTY, UTAH
 A Subdivision of Lots and Shares in the Southeast Quarter of the Southeast Quarter of Section 35,
 Township 3 South, Range 1 West, Salt Lake Base and Meridian
 A Subdivision of Parcel A, The State of Utah Land Trust, Parcel A



- 1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
- 2. ALL BEARINGS ARE TRUE BEARINGS.
- 3. ALL DISTANCES ARE TO THE CENTER OF THE LINE UNLESS OTHERWISE NOTED.
- 4. ALL DISTANCES ARE TO THE CENTER OF THE LINE UNLESS OTHERWISE NOTED.
- 5. ALL DISTANCES ARE TO THE CENTER OF THE LINE UNLESS OTHERWISE NOTED.
- 6. ALL DISTANCES ARE TO THE CENTER OF THE LINE UNLESS OTHERWISE NOTED.
- 7. ALL DISTANCES ARE TO THE CENTER OF THE LINE UNLESS OTHERWISE NOTED.
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- 9. ALL DISTANCES ARE TO THE CENTER OF THE LINE UNLESS OTHERWISE NOTED.
- 10. ALL DISTANCES ARE TO THE CENTER OF THE LINE UNLESS OTHERWISE NOTED.

LOT	AREA (SQ. FT.)	AREA (ACRES)
LOT 1	11,407.00	0.260
LOT 2	11,407.00	0.260
LOT 3	11,407.00	0.260
LOT 4	11,407.00	0.260
LOT 5	11,407.00	0.260
LOT 6	11,407.00	0.260
LOT 7	11,407.00	0.260
LOT 8	11,407.00	0.260
TOTAL	91,256.00	2.080

DEED NOTES
 1. The State of Utah Land Trust, Parcel A, is a trust created by the Utah State Office of Public Lands, and the State of Utah is the trustee of the trust. The trust is for the benefit of the State of Utah and its people, and the trust is to be managed in accordance with the provisions of the Utah State Office of Public Lands Act, Chapter 10, Section 10-1-1, Utah Code Annotated, 1993.

PLANNING AND DESIGN
 The site plan was prepared by the Utah State Office of Public Lands, and the site plan was approved by the Utah State Office of Public Lands. The site plan was prepared in accordance with the provisions of the Utah State Office of Public Lands Act, Chapter 10, Section 10-1-1, Utah Code Annotated, 1993.

BOUNDARY CONSULTEANTS	BOUNDARY CITY ENGINEERS	BOUNDARY CITY ENGINEERS	BOUNDARY CITY ENGINEERS	BOUNDARY CITY ENGINEERS	BOUNDARY CITY ENGINEERS	BOUNDARY CITY ENGINEERS	BOUNDARY CITY ENGINEERS
APPROVED THIS 21st DAY OF SEPTEMBER, 2018	APPROVED THIS 21st DAY OF SEPTEMBER, 2018	APPROVED THIS 21st DAY OF SEPTEMBER, 2018	APPROVED THIS 21st DAY OF SEPTEMBER, 2018	APPROVED THIS 21st DAY OF SEPTEMBER, 2018	APPROVED THIS 21st DAY OF SEPTEMBER, 2018	APPROVED THIS 21st DAY OF SEPTEMBER, 2018	APPROVED THIS 21st DAY OF SEPTEMBER, 2018
<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

THE CREEK AT LOVERS LANE, PHASE 2
 RIVERTON CITY, SALT LAKE COUNTY, UTAH
 RECORDED IN BOOK 1897, PAGE 1897
 BY CLERK OF COURSE
 3/5/20