

WHEN RECORDED MAIL TO:

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RHONDA FRANCIS, SUMMIT COUNTY RECORDER
FEE 40.00 BY STRONG & HANNI



**GRANT OF BLANKET
PUBLIC UTILITY EASEMENT**

THIS GRANT OF BLANKET PUBLIC UTILITY EASEMENT (this "Agreement"), is made and entered into this 13 day of February, 2023, by American Homes 4 Rent TRS, LLC ("Grantor") and various Public Utility Companies (defined below) as set forth in this Agreement (collectively the "Public Utility Grantees").

RECITALS

WHEREAS, Grantor is the owner of real property identified as Parcel Nos. ESSCVC-70 & ESSCVC-71, located in Summit County, State of Utah (herein the Grantor Property"); and

WHEREAS, Grantor desires to grant a blanket public utility easement for ingress, egress, access and reasonable use over and through a portion of the Grantor Property to the public utility companies supplying public utility facilities to the Grantor Property and other parcels real property of the Silver Creek Village Subdivision. This easement will permit utility companies which are subject to the jurisdiction of the Utah State Public Service Commission, or any mutual corporation providing gas, electricity, water, sewer, telephone, or other utility product or services for use by the general public ("Public Utility Companies").

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, the parties agree as follows:

- 1. Grant of Utility Easement.** Grantor hereby grants to the Public Utility Grantees, a perpetual, nonexclusive right-of-way and easement for the laying, construction, installation, operation, inspection, servicing, maintenance, repair, removal, alteration, enlargement, relocation and replacement of underground, surface or above ground utility pipes, lines, wires, conduits and related facilities for electricity, natural gas, other fuels or power sources, telephone, data, video, telecommunication and similar uses, sewer, storm drainage (including retention ponds) and all types of water that are intended, designed and used for the benefit of the Grantor Property under,

through and across the Easement Property (described below) from time to time reasonably necessary or convenient to the use of the Grantor Property and any buildings, improvements, landscaping thereon ("Easement").

2. Easement Property. The Easement Property is defined and described as follows:

A 10.00 FOOT EASEMENT BEING 5.00 FEET PERPENDICULARLY DISTANT ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, IN THE WEST HALF OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN, SUMMIT COUNTY, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH COMMON CORNER OF LOTS 70 AND 71 OF ELK SPRINGS AT SILVER CREEK VILLAGE CENTER SUBDIVISION FINAL PLAT PER ENTRY NO. J1172565, AND RUNNING THENCE SOUTH 19°58'17" EAST 125.00 FEET TO THE POINT OF TERMINUS.

CONTAINING 1,250 SQUARE FEET OR 0.03 ACRES, MORE OR LESS.

LESS AND EXCEPTING ANY PORTION THAT LIES WITHIN ANY EXISTING/PROPOSED BUILDINGS.

3. Grantor's Use. It is acknowledged that Grantor, or its successors, intends to construct buildings and other improvements upon the Grantor Property and nothing contained herein shall be deemed to prohibit or restrict Grantor or its successors from construction of any buildings or improvements upon the Grantor Property, subject to the reasonable requirements of the Public Utility Grantee, and upon the construction of any building or improvements upon the Grantor Property, the Public Utility Easement created hereby shall be subject to such improvements as are constructed and shall be used by the Public Utility Grantee in a manner which is consistent with the buildings and improvements constructed upon the Grantor Property and which, to the extent possible, will minimize interference with and will be compatible with the construction and use of said buildings and improvements. Grantor reserves unto itself, its successors and assigns, the right to continue to use the Easement Property for the use of Grantor and any other individuals, entities or the like that have or will have access to the Easement Property, so long as such use by Grantor, its successors and assigns, does not unreasonably interfere with Grantee's permitted uses of the Easement Property.

4. Covenants to Run with Land. Each provision of this Agreement shall constitute a covenant running with the land and shall be binding on and shall inure to the benefit of Public Utility Grantees and their respective successors and assigns, all of which persons may enforce any obligation and right created by this Agreement. This Agreement shall be binding on Grantor, the Easement Property and Grantor Property and all interests in the Easement Property and Grantor Property shall be subject and subordinate to this Agreement and this Agreement shall be prior and superior to such interests and rights. Any person acquiring any interest in or

occupying any part of the Grantor Property, the Easement Property, or either of them, shall, upon and by virtue of such interest or occupancy, agrees to be bound by this Agreement.

5. Obligations of Grantees. Notwithstanding anything in this Agreement to the contrary, a Public Utility Grantee shall restore or repair, to a condition reasonably acceptable to Grantor, at the expense of the Public Utility Grantee, any fence, grass, soil, shrubbery, bushes, flowers, other low-level vegetation, sprinkler system, irrigation system, gravel, concrete, or asphalt damaged or displaced from the exercise of the easement rights described in this Agreement. Each Public Utility Grantee shall defend, indemnify and hold harmless the Grantor from any damages, claims, suits, actions, or expenses, brought against Grantor by any third-party for personal injury or property damage arising from the acts or omissions of a Public Utility Grantee while exercising the easement right described in this Agreement.

6. Binding on Successors. The grantee of any interest in the Grantor Property, or any portion thereof, by acceptance of such conveyance or entering into any contract for such interest, whether from Grantor or any of its successors in interest, shall accept such interest or enter into such contract subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for him and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

7. Separability. If any portion of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable under applicable law, the remainder of this Agreement, or the application of such provision to other persons or circumstances, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8. Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby. The Recitals are integral part of this Agreement and are hereby incorporated by reference into this Agreement.

9. Amendment. This Agreement and the Easement may be amended or terminated only by a written instrument signed by the then current owner(s) of the Easement Property and the Public Utility Grantees at the time of execution of such written instrument and duly recorded in the records of the County Recorder of Weber Summit County, Utah.

10. No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

11. Enforcement. The owner(s) of the Easement Property and the Public Utility Grantees shall have the right to enforce, through any appropriate proceeding at law or in equity, the terms, provisions, restrictions, and requirements of this Agreement. Such right shall include, without limitation, the right to specific performance and injunction.

12. No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default. Any failure to insist upon the performance of or compliance with any of such terms, provisions, restrictions, and requirements or lack of use of the Easement shall not result in or be construed to be an abandonment, termination or waiver of any right or interest under the Easement or Agreement or the right to insist upon performance or compliance in the future.

13. Disputes. If any action is brought to enforce or interpret any of the covenants, provisions, or requirements of the Easement or this Agreement, the prevailing party shall be entitled to recover from the unsuccessful party reasonable attorney's fees and related costs (including those incurred in connection with any appeal), the amount of which shall be determined by the court and made part of any judgment rendered.

14. Interpretation. This Agreement and the Easement shall be governed by and construed in accordance with the laws of the State of Utah. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders.

15. Affect of Breach. No breach of this Agreement shall entitle any owner of the effected real property to cancel, rescind, or otherwise terminate this Agreement, but such limitation shall not affect in any manner any rights or remedies which such owner of real property may have under this Agreement or at law or in equity by reason of any such breach.

16. Governing Law and Jurisdiction. The laws of the State of Utah shall govern the interpretation, validity, performance, and enforcement of this Agreement. Jurisdiction and venue of any such action relating to the Easement or this Agreement shall be in the Second Judicial District Court, Weber Summit County, State of Utah.

