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Rhonda Francis Summit County Recorder

03/21/2024 03:31:01 PM Fee \$114.00

By COTTONWOOD TITLE INSURANCE AGENCY, INC.

Electronically Recorded

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

American Homes 4 Rent TRS, LLC
c/o American Homes 4 Rent, L.P.
23975 Park Sorrento, Suite 300
Calabasas, CA 91302
Attention: Legal Department

File No.: 169719-CAP

EASEMENT AND ALLEY MAINTENANCE AGREEMENT

In Reference to Tax ID Number(s):

ESSCVC-1 through ESSCVC-11, ESSCVC-13 through ESSCVC-16, ESSCVC-109 through
ESSCVC-124, ESSCVC-42 through ESSCVC-48, ESSCVS-52 through ESSCVC-60

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EASEMENT AND ALLEY MAINTENANCE AGREEMENT

This Easement and Alley Maintenance Agreement (this “**Agreement**”) is entered into as of this 21 day of March, 2024 (the “**Effective Date**”) by and between **AMERICAN HOMES 4 RENT TRS, LLC**, a Delaware limited liability company (“**AMH**”), and **HILLWOOD HOMES AT SILVER CREEK, LLC**, a Utah limited liability company (“**Hillwood**”).

RECITALS

A. AMH owns fee title to (i) Lot 12 of Elk Springs at Silver Creek Village Center Subdivision, according to the final plat thereof (the “**Plat**”) on file as Entry No. 1172565 in Book 2690 of Plats, page 1667, Official Records of Summit County, Utah (the “**AMH Section 1 Property**”), and (ii) Lots 49, 50 and 51 of the Plat (collectively, the “**AMH Section 3 Property**” and together with the AMH Section 3 Property, the “**AMH Property**”).

B. Hillwood owns fee title to (i) Lots 1 through 11 and Lots 13 through 16 of the Plat (collectively, the “**Hillwood Section 1A Property**”) (ii) Lots 109 through 124 of the Plat (collectively, the “**Hillwood Section 1B Property**” and together with the Hillwood Section 1A Property, the “**Hillwood Section 1 Property**”), and (ii) Lots 42 through 48 and Lots 52 through 60 of the Plat (collectively, the “**Hillwood Section 3 Property**” and together with the Hillwood Section 1 Property, the “**Hillwood Property**”). The AMH Section 1 Property and Hillwood Sections 1 Property shall be collectively referred to herein as the “**Section 1 Property**”. The AMH Section 3 Property and the Hillwood Section 3 Property shall be collectively referred to herein as the “**Section 3 Property**”.

C. Certain portions of the AMH Property and Hillwood Property contain private alleyways benefitting only the AMH Property and Hillwood Property, which private alleyways are depicted on the Plat and as further depicted on Exhibit A attached hereto and incorporated herein (collectively, the “**Private Alleys**”).

D. To ensure proper access upon, over, and across the Private Alleys within the Section 1 Property and Section 3 Property, AMH and Hillwood desire to declare and establish reciprocal

easements upon, over and across the Private Alleys within the Section 1 Property and Section 3 Property, for the benefit of the Lots set forth in the Section 1 Property and Section 3 Property, in accordance with this Agreement.

F. In addition, subject to and in accordance with this Agreement, Hillwood has agreed to perform all snow and ice removal on the Private Alleys (the "**Private Alley Snow Removal Work**"), until such time the Private Alley Snow Removal Work is performed by the homeowners association governing the Section 1 Property and/or Section 3 Property, as applicable. Accordingly, AMH desires to grant Hillwood a temporary, non-exclusive easement upon, over and across the Private Alleys on the AMH Section 1 Property and AMH Section 3 Property, for the purposes of completing the Private Alley Snow Removal Work from time to time, together with a reasonable right of vehicular and pedestrian ingress and egress upon, over and across the Private Alleys as reasonably necessary to complete the Private Alley Snow Removal Work from time to time.

AGREEMENT

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

1. Incorporation of Recitals. The recitals set forth above are incorporated into and made a part of this Easement Agreement.

2. Declaration of Reciprocal Easement. AMH and Hillwood hereby declare and establish a perpetual, nonexclusive access and use easement upon, over and across the Private Alleys, for the benefit of all Lots within the Section 1 Property and Section 3 Property (as applicable), reasonably necessary for vehicular and pedestrian ingress and egress to and from each Lot within the Section 1 Property and/or Section 3 Property (as applicable) (the "**Reciprocal Alley Access Easement**"). In connection with the Reciprocal Alley Access Easements granted herein, Hillwood and AMH (and any subsequent retail homebuyers) shall have the right to authorize and permit its licensees, invitees, employees, agents, engineers, surveyors, contractors, subcontractors and other representatives to use the Reciprocal Alley Access Easements in accordance with and subject to the terms and conditions herein.

3. Private Alley Snow Removal Work.

a. Grant of Private Alley Snow Removal Easement. AMH hereby grants to Hillwood a temporary, non-exclusive easement in gross upon, over and across the Private Alleys on the AMH Section 1 Property and AMH Section 3 Property, for the purposes of completing the Private Alley Snow Removal Work from time to time, together with a reasonable right of vehicular and pedestrian ingress and egress upon, over and across the Private Alleys as reasonably necessary to complete the Private Alley Snow Removal Work from time to time (the "**Private Alley Snow Removal Easement**"). In connection with the Private Alley Snow Removal Easement granted herein, Hillwood and AMH shall have the right to authorize and permit its licensees, invitees, employees, agents, engineers, surveyors, contractors, subcontractors and other representatives to

use the Private Alley Snow Removal Easement in accordance with and subject to the terms and conditions herein.

b. Performance of Private Alley Snow Removal Work. Hillwood hereby agrees to perform and complete the Private Alley Snow Removal Work routinely and periodically (the commencement and frequency of which shall be agreed upon and established by AMH and Hillwood) at its sole cost and expense and in a good and workmanlike manner, so as to not damage the AMH Section 1 Property and AMH Section 3 Property, including, without limitation the Private Alleys located thereon. Hillwood shall, at its sole cost and expense, shall promptly repair any damage to such AMH Section 1 Property and/or AMH Section 3 Property (as applicable) caused by the negligence or willful misconduct of Hillwood.

c. Payment of Private Alley Snow Removal Work. Upon completion of the Private Alley Snow Removal Work, Hillwood shall have the right to request and receive from AMH a sum in the amount of AMH's pro rata share per Lot for the actual, out of pocket costs for the performance of the Private Alley Snow Removal Work on the Section 1 Property and Section 3 Property (a "**Payment Request**"). To request a Payment Request, Hillwood shall submit to AMH a payment package that includes (i) a written payment request noting the payment amount requested, and (ii) supporting documents, including invoices from Hillwood and any of Hillwood's contractors, subcontractors or agents to whom payment is due for the performance of the Private Alley Snow Removal Work. AMH shall have five (5) business days from and after receipt of a complete Payment Request to review the same (the "**Payment Objection Notice Period**"), and to either (i) pay Hillwood the amount of the Payment Request, or (ii) deliver to Hillwood any written objections to such complete Payment Request (a "**Payment Objection Notice**"). If AMH fails to timely deliver a Payment Objection Notice following its receipt of a complete Payment Request, AMH waives any right to object to the Payment Request, and AMH shall promptly pay all sums requested in the Payment Request to Hillwood. If, however, AMH timely delivers a Payment Objection Notice to Hillwood, then AMH shall promptly disburse to Hillwood any undisputed amounts requested in the Payment Request, and AMH and Hillwood shall meet and attempt in good faith to resolve AMH's objection to the remainder of the amount under the Payment Request. Upon the resolution of any AMH objection as set forth in a Payment Objection Notice, AMH shall promptly pay those remaining unpaid sums requested in a Payment Request to Hillwood, within five (5) business days after AMH and Hillwood have reached a resolution. Notwithstanding anything to the contrary contained herein, any of AMH's successors and/or assigns, including, without limitation, any retail homebuyers of the Lots, shall be responsible for reimbursing Hillwood for the Lot's pro rata share of such Private Alley Snow Removal Work in accordance with this Section 3(c).

d. Term of Private Alley Snow Removal Easement. The Private Alley Snow Removal Easement granted hereunder and Hillwood's obligation to perform and complete the Private Alley Snow Removal Work shall commence on the Effective Date and continue in full force and effect until such time the Private Alleys are maintained by the homeowners association governing the Section 1 Property and/or Section 3 Property, as applicable, or otherwise terminated in writing by both AMH and Hillwood (the "**Private Alley Maintenance Term**").

e. Indemnification. Hillwood hereby agrees to indemnify, defend and hold harmless AMH for, from and against any and all claims, demands, losses, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) for personal injury, bodily injury and/or property damages (collectively, "Claims") caused by Hillwood's activities or the activities of its licensees, invitees, employees, agents, engineers, surveyors, contractors, subcontractors and other representatives in or on the Private Alleys while performing and completing the Private Alley Snow Removal Work, excluding, however, any Claims arising from or relating to the gross negligence or willful misconduct of AMH.

f. Insurance. During Private Alley Maintenance Term, Hillwood shall obtain and maintain (or shall cause its contractors to obtain and to maintain) in full force and effect a policy of commercial general liability insurance which will include AMH as an additional insured, insuring against liability for injury to persons and/or property and death of any person or persons occurring in, on or about the Private Alleys arising from the conduct of Hillwood or its licensees, invitees, employees, agents, engineers, surveyors, contractors, subcontractors and other representatives (with limits of liability for bodily injury and property damage of not less than Three Million and No/100 Dollars (\$3,000,000.00), which policy shall contain waivers of subrogation in favor of AMH. The foregoing insurance policy(ies) shall not be cancellable except after thirty (30) days written notice to AMH. Upon AMH's request, Hillwood shall furnish AMH with copies of the policy issued by the appropriate insurance carrier(s) demonstrating compliance with the terms of this Section 3(e).

g. Maintenance and Repair of Private Alleys. Notwithstanding the foregoing or anything to the contrary contained in this Agreement, unless any claims arise out of, relate to or are in connection with the negligence or willful misconduct of Hillwood, Hillwood shall not be liable or responsible for the maintenance and/or repair of any improvements on the Private Alleys (other than the Private Alley Snow Removal Work), and such maintenance and/or repair shall be the responsibility of AMH and its successors and/or assigns including, without limitation, any retail homebuyers of the Lots.

4. No Obstructions. AMH reserves the right to utilize the AMH Property in a manner not inconsistent with the rights of Hillwood hereunder, and Hillwood reserves the right to utilize the Hillwood Property in a manner not inconsistent with the rights of AMH hereunder. Notwithstanding the foregoing, AMH and Hillwood hereby agree not to block in any way, restrict, obstruct or impede access to or from, or full use of, the Private Alleys by AMH or Hillwood (as applicable), or convey to a third party any easement, or other interest or right of use of the Private Alleys, that would impair or limit any of the easement rights granted herein, including, without limitation, the construction and/or placement of any fence, wall or other barrier or structure of any kind within the Private Alleys that would prevent, obstruct or impair pedestrian or vehicular access across the Private Alleys to a Lot. The parties hereby agree that in the event of any encroachment upon the Private Alleys by the other party, such non-encroaching party shall have the right to require removal of such encroachment, and the same shall be accomplished within a reasonable period of time by the encroaching party, at the encroaching party's sole cost and expense. Failure of the non-encroaching party to so exercise its right to require removal of any such encroachment shall neither constitute waiver of this right, nor preclude other remedies available to the non-encroaching party.

5. Term. Except as set forth in Section 3 above with respect to the Private Alley Snow Removal Work and Private Alley Snow Removal Easement, the easements granted hereunder shall be perpetual in nature and shall continue in full force and effect until otherwise terminated in writing by AMH and Hillwood.

6. Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be given by personal delivery, overnight courier, electronic mail (e-mail) or sent by registered or certified mail, postage prepaid, correctly addressed to the intended recipient at the address set forth below:

If to AMH: American Homes 4 Rent TRS, LLC
Attn: Helen Cho
23975 Park Sorrento, Suite 300
Calabasas, California 91302
Email: hcho@amh.com

With a copy to: Snell & Wilmer, LLP
15 West South Temple, Suite 1200
Salt Lake City, UT 84101
Attn: Bart Page
Email: bpage@swlaw.com

Snell & Wilmer, LLP
One East Washington Street, Suite 2700
Phoenix, AZ 85004
Attn: Anthony Eulano
Email: aeulano@swlaw.com

If to Hillwood: Hillwood Homes at Silver Creek, LLC
4931 N. Hillwood Drive
Heber City, UT 84032
Attn: Sidney Allsop
Email: sidneyallsop@gmail.com

7. No Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the AMH Property and/or Hillwood Property to or for the general public or for any public purpose whatsoever, and this Agreement shall be strictly limited to and for the purposes expressed herein.

8. Covenants Running With Land. All provisions of this Agreement shall run with the land and shall be binding upon and inure to the benefit of AMH, Hillwood and their respective successors and assigns for the term of this Agreement; provided, however, the terms and provisions of Section 3 above shall not run with the land and shall not be binding upon and inure to the benefit of any retail homebuyers of the Hillwood Property, except for Section 3(g) above. For the avoidance of doubt, any retail homebuyers shall not be responsible for the performance of the

Private Alley Snow Removal Work, or the indemnification and/or insurance obligations set forth in Section 3 above.

9. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah, without giving any effect to the principles of the conflicts of law.

10. Descriptive Headings. The descriptive headings of the paragraphs, subparagraphs and other portions of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provisions herein.

11. Severability. If any terms, provisions or covenants contained in this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term, provision and condition hereof shall be valid and enforceable to the fullest extent permitted by law.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement.

13. Exhibits. All exhibits attached to this Agreement are hereby incorporated herein by reference and are made a part of this Agreement.

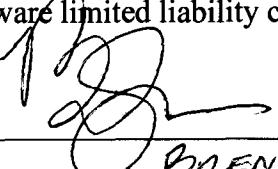
14. Non-Waiver. No delay or failure by either AMH or Hillwood to exercise any right under this Agreement and no partial or single exercise of that right shall constitute a waiver of that or any other right.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the AMH and Hillwood have caused this Agreement to be executed this 11th day of March, 2024.

“AMH”

AMERICAN HOMES 4 RENT TRS, LLC,
a Delaware limited liability company

By: 
Name: Brent Johnson
Its: VICE PRESIDENT

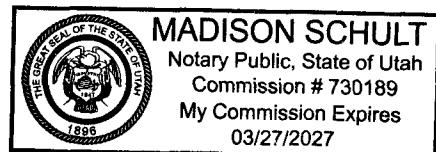
STATE OF Utah)
)
County of Salt Lake)
)ss.

The foregoing instrument was acknowledged before me this 11th day of March, 2024, by Madison Schult, the Public Notary of American Homes 4 Rent TRS, LLC, a Delaware limited liability company, for and on behalf of the company.

Madison Schult
Notary Public

My Commission Expires:

03/27/2027



“HILLWOOD”

HILLWOOD HOMES AT SILVER CREEK,
LLC, a Utah limited liability company

By: SA _____

Name: Sidney Allsop _____

Its: Partner / MEMBER _____

STATE OF UTAH)
)ss.
County of SALT LAKE)

The foregoing instrument was acknowledged before me this 10 day of MARCH,
2024, by SIDNEY ALLSOP, the PARTNER / MEMBER of Hillwood Homes at Silver Creek,
LLC, a Utah limited liability company, for and on behalf of the company.

Cortlund G. Ashton
Notary Public

My Commission Expires:

7/25/27

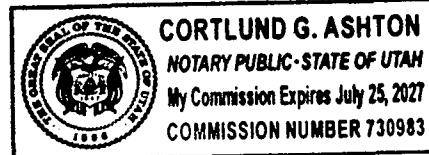
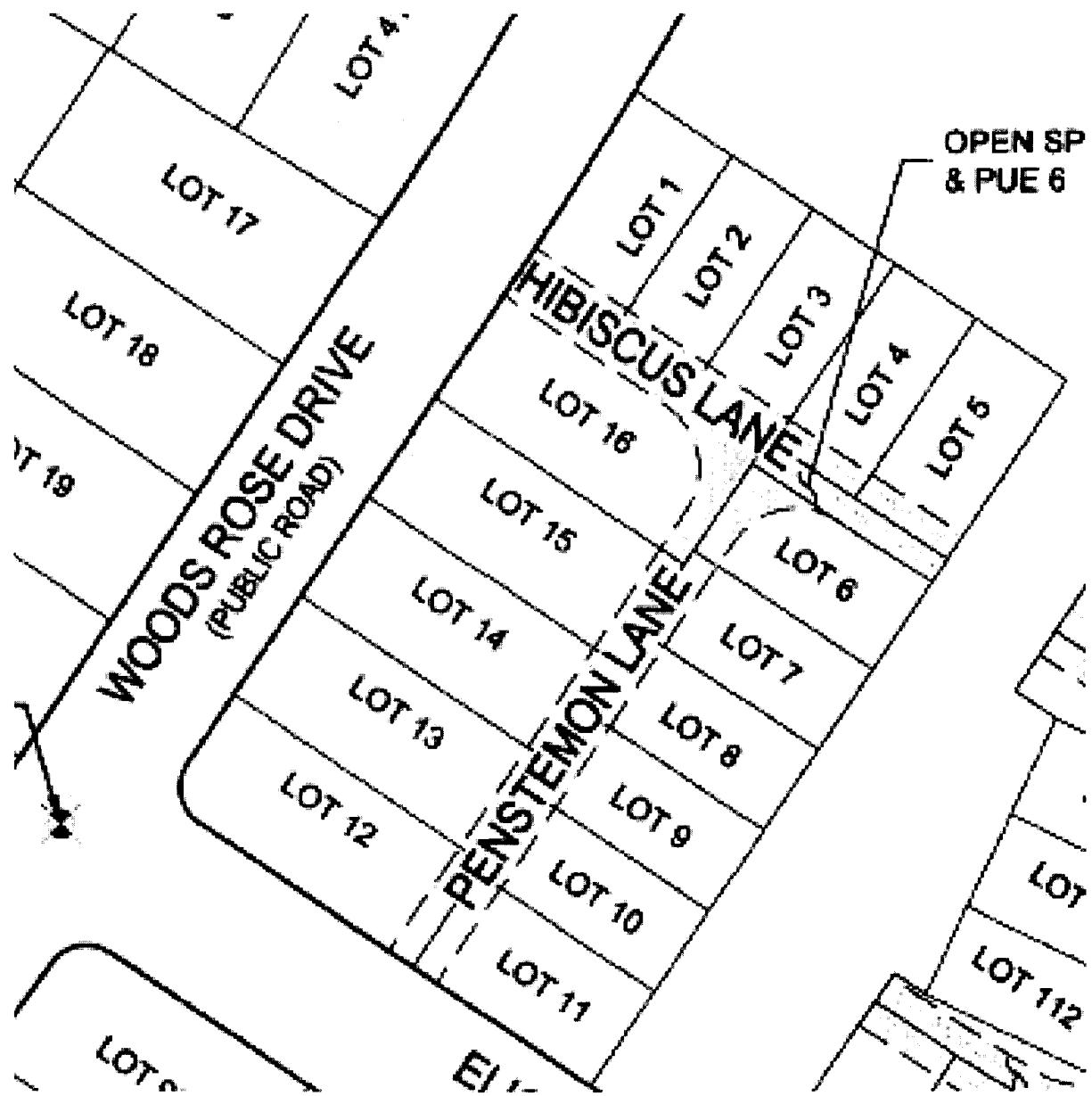


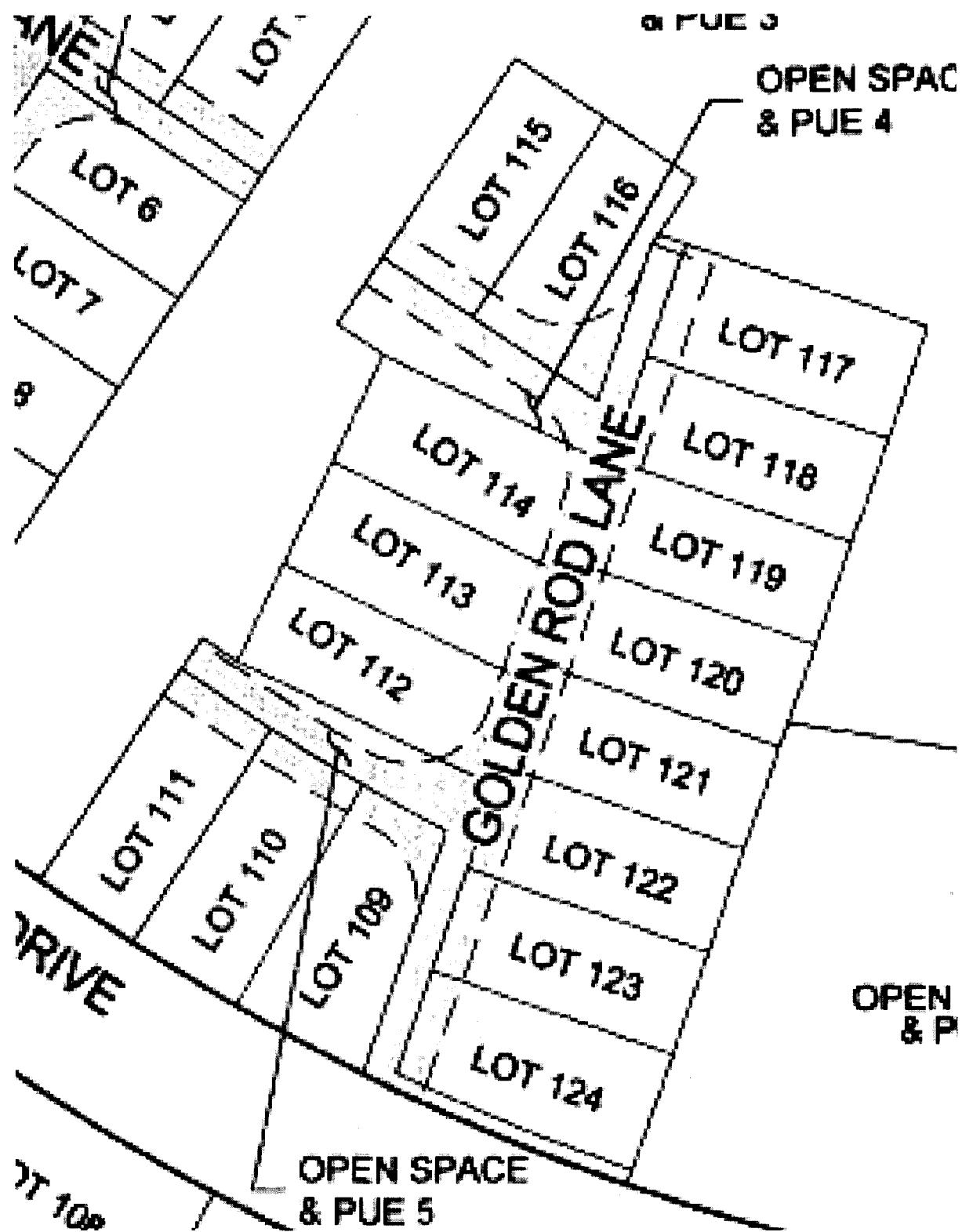
EXHIBIT A

DEPICTIONS OF PRIVATE ALLEYS

Section 1A Property Private Alleys Depicted as Hibiscus Lane and Penstemon Lane



Section 1B Property Private Alley Depicted as Golden Rod Lane



Section 3 Property Private Alley Depicted as Indigo Lane

