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WHEN RECORDED, RETURN TO:

Pacific Premier Trust, Custodian,
FBO Michael Carl Hoffman IRA 100%
PO Box 173849
Denver, CO 80217

Page 1 of 12

Rhonda Francis Summit County Recorder
07/26/2022 01:57:49 PM Fee \$40.00

By US TITLE INSURANCE AGENCY
Electronically Recorded

DECLARATION OF UTILITY AND ACCESS EASEMENT

THIS DECLARATION OF UTILITY AND ACCESS EASEMENT (this "**Declaration**") is hereby made on this 7th day of July, 2022, by Pacific Premier Trust, Custodian, FBO Michael Carl Hoffman IRA 100% ("**Declarant**") and Michael Carl Hoffman, an individual, ("**Hoffman**"). Declarant and Hoffman shall collectively be referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

A. WHEREAS, Declarant is the fee simple owner of that certain parcel of real property located in Summit County, State of Utah, described on **Exhibit A** attached hereto (the "**Burdened Parcel**");

B. WHEREAS, Hoffman is the fee simple owner of that certain parcel of real property located in Summit County, State of Utah, described on **Exhibit B** attached hereto (the "**Benefited Parcel**"); and

C. WHEREAS, by this Declaration, Declarant intends to dedicate a permanent utility and access easement over those portions of the Burdened Parcel for the benefit of the Benefited Parcel on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarant hereby declares as follows:

DECLARATION

1. **Dedication of Easement.** Declarant hereby dedicates a permanent utility and access easement over, under, and across the Burdened Parcel in or on any portion thereof (the "**Easement Area**") as more particularly described on **Exhibit C** attached hereto, for the purposes hereinafter stated, subject to the terms, conditions, and limitations set forth in Section 2 below.

2. **Purpose of Easement.** The purpose of the Easement is for the use and maintenance of a private driveway to access the Benefited Property. The Easement Area may also be used for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground utilities and all necessary or desirable accessories and appurtenances thereto to the Benefited Parcel, including, without limitation, facilities the transmission of water, power, communications equipment, septic tank and/or leachfield, and/or natural gas lines to and from the Benefited Parcel over the Burdened Parcel. Declarant understands and agrees that the Easement granted herein is to be used solely by the owner(s) of the Benefited Property and their guests, contractors and invitees, but not the public at large.

ACCOMMODATION
RECORDING ONLY
U.S. TITLE

3. **Improvements and Maintenance.** The owner(s) of the Benefited Parcel will be solely responsible for all associated costs of the underground utilities and the installation, maintenance and reasonable repair to the surface area and all respective insurance liabilities thereof.

4. **Ingress and Egress.** The owner(s) of the Benefited Parcel, their successors and assigns and their employees, agents, contractors and representatives shall have the right of ingress and egress in, to, through, over, under, above and across the Burdened Parcel for access to and from the Easement Area for the specific purposes articulated in Section 2 above.

5. **Continuing Rights of Burdened Parcel Owner** The owner(s) of the Burdened Parcel shall have the right to use the Easement Area, as Declarant may determine in Declarant's reasonable discretion, provided that no such use shall interfere with or frustrate the purposes of the Easement set forth in Section 2 above.

6. **Non-Exclusive Easement.** The Easement granted herein is non-exclusive, and Declarant reserves unto Declarant and Declarant's successors and assigns in the Burdened Parcel, the right to grant additional rights to use and traverse the Easement Area in any manner that is consistent with, and does not frustrate, the purposes of the Easement granted herein.

7. **Indemnification.** The owner(s) of the Benefited Parcel, shall defend, indemnify and hold harmless the owner(s) of the Burdened Parcel from and against any and all claims, actions, causes of action, loss, damage, injury, liability, cost or expense, including without limitation, attorney fees, arising from the use of the Easement Area or from the exercise of any rights granted by this Agreement; excepting, however, that the owner(s) of the Benefited Parcel shall not be indemnified, saved, defended or kept free and harmless from any loss or liability resulting from their own negligence or the negligence of their contractors, employees, or agents.

8. **Insurance.** The owner(s) of the Benefited Parcel shall ensure that each of their contractors, consultants, or agents performing work on behalf of said owners procure and maintain insurance coverage sufficient to protect the interests of the owner(s) of the Burdened Parcel. The Owner(s) of the Burdened Parcel shall be listed as additional insureds on all liability policies issued to the owner(s) of the Benefited Parcel.

9. **Liens.** The Easement Area shall remain free and clear of all liens and encumbrances arising from the exercise by the owner(s) of the Benefited Parcel's rights under this Agreement.

10. **Amendment.** This Agreement may be modified or amended only upon the mutual written consent of the owner(s) of the Benefited Parcel and the Burdened Parcel or their respective legal representatives, successors or assigns, and any such amendment shall become effective only upon the recording of the same in the Public Records of Summit County, Utah.

11. **Benefits, Burdens and Parties.** All benefits and burdens arising under this Agreement shall run in favor of the owners of the Benefited Parcel and the Burdened Parcel, and their respective successors and assigns, and shall run with title to the Benefited Parcel and the Burdened Parcel.

12. **Governing Law; Venue.** The Parties acknowledge that this Agreement was entered into in the State of Utah. This Agreement shall be construed and governed in accordance

with the laws of the State of Utah without giving effect to any choice of laws or rules thereof that may direct the application of laws of another jurisdiction. Venue for any legal action arising under this Agreement shall be in the district court in Summit County, Utah.

13. **Paragraph Headings and Severability of Terms.** The paragraph and subparagraph captions included herein are for reference only and shall not amend, modify or be used to interpret or construe the meaning or intent of the parties as to any of the terms and provisions hereof. If any provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable in a court of law, the remainder of this Agreement shall otherwise remain valid and enforceable to the fullest extent permitted by law.

14. **Enforcement.** If the owner(s) of the Burdened Parcel or the Benefited Parcel fail to perform or breach any obligation, requirement, duty or covenant contained herein, the other non-defaulting party shall have the right, at its own option, in addition to any of its other rights, privileges or remedies otherwise stated elsewhere herein to bring an action for specific performance in a court of competent jurisdiction.

15. **Effective Date.** The Effective Date of this Declaration shall be the date on which this Declaration is executed and recorded in the office of the Summit County Recorder.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective written Date.

DECLARANT:

MICHAEL CARL HOFFMAN IRA 100%

By: Pacific Premier Trust, Custodian



By: _____ Pacific Premier Trust

Its: _____ A Division of Pacific Premier Bank

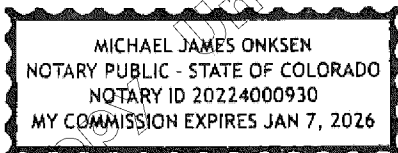
By: Breanda Malonson

It's: Authorized Signatory

State of ~~Utah~~ Colorado

County of ~~Summit~~ Denver :ss)

On this 8 day of ~~March~~ July, 2022, personally appeared before me Breanda Malonson, whose identity is personally known to me or proven on the basis of satisfactory evidence, did affirm that he/she the executed the foregoing document as the authorized signer of Pacific Premier Trust, Custodian FBO Michael Carl Hoffman IRA 100% for its stated purpose.



Notary Public

EXHIBIT A
BURDENED PARCEL

COMMENCING AT THE NORTHEAST CORNER OF LOT 78, PLAT A, PINE MEADOWS RANCH; AND RUNNING THENCE EAST 438.91 FEET; THENCE SOUTH 12°31' WEST 437.12 FEET; THENCE SOUTH 73°19'08" WEST TO A POINT ON THE EASTERN BOUNDARY OF SS-143-3-B (BOOK 502 PAGE 479); THENCE NORTH 3°17'15" WEST 150.05 FEET ALONG THE EASTERN BOUNDARY OF SS-143-3-B; THENCE NORTH 48°45'11" WEST 245.45 FEET ALONG THE NORTHERN BOUNDARY OF SS-143-3-B TO THE EASTERN BOUNDARY OF LOT 78, PINE MEADOWS RANCH, PLAT "A"; THENCE NORTH 162.35 FEET ALONG THE EASTERN BOUNDARY OF LOT 78, PINE MEADOW RANCH, PLAT "A" TO THE POINT OF BEGINNING.

Tax Parcel No.: SS-143-3-C

EXHIBIT B

BENEFITED PARCEL

COMMENCING NORTH 89°26' WEST ALONG THE SECTION LINE 2,564.58 FEET AND NORTH 2.97 FEET FROM THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 76°38' WEST 200.0 FEET TO THE EAST BOUNDARY OF LOT 78, PLAT "A", PINE MEADOWS RANCH SUBDIVISION; THENCE NORTH ALONG SAID LOT LINE 290.35 FEET; THENCE SOUTH 48°45'11" EAST 245.45 FEET; THENCE SOUTH 3°17'15" EAST 175.05 FEET TO THE POINT OF BEGINNING.

Tax ID No.: SS-143-3-B

EXHIBIT C

EASEMENT AREA

A 20-FOOT-WIDE ACCESS EASEMENT LOCATED IN LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, THE CENTERLINE OF WHICH IS COINCIDENT WITH AN EXISTING DIRT DRIVEWAY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERN BOUNDARY OF A PARCEL OF LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY NO. 1147572 IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, SAID POINT ALSO BEING ON THE EASTERN BOUNDARY OF LOT 78 PINE MEADOWS PLAT "A" ACCORDING TO SAID PLAT RECORDED AS ENTRY NO. 121011 IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, AND SAID POINT BEING NORTH 89°29'45" WEST 94.29 FEET AND NORTH 109.51 FEET FROM A 3" ALUMINUM CAP MONUMENT STAMPED "SUMMIT COUNTY T1NR4E LS368352 2019 21/28" AT THE QUARTER CORNER FOR SECTIONS 21 AND 28, TOWNSHIP 1 NORTH, RANGE 4 EAST (BASIS OF BEARING BEING SOUTH 89°30'17" EAST 2681.06 FEET BETWEEN SAID MONUMENT AND A 3" ALUMINUM CAP MONUMENT STAMPED "SUMMIT COUNTY T1NR4E LS368352 2019 21/22/28/27" AT THE NORTHEAST CORNER FOR SAID SECTIONS 21); AND RUNNING THENCE SOUTH 70°09'28" WEST 69.82; THENCE SOUTH 52°17'52" WEST 5.41 FEET TO THE RIGHT-OF-WAY OF LOT 78 PINE MEADOWS PLAT "A"; THENCE COINCIDENT WITH SAID RIGHT-OF-WAY NORTH 68°02'39" WEST 23.17 FEET; THENCE NORTH 52°17'52" EAST 20.26 FEET; THENCE NORTH 70°09'28" EAST 80.22 FEET TO THE EASTERN BOUNDARY OF LOT 78 PINE MEADOWS PLAT "A"; THENCE COINCIDENT WITH SAID EASTERN BOUNDARY SOUTH 0°07'21" WEST 21.28 FEET TO THE POINT OF BEGINNING.

PACIFIC PREMIER BANK	
Pacific Premier Trust	Tier B Authority Approved: April 22, 2022

Pacific Premier Trust, a Division of Pacific Premier Bank

Effective April 22, 2022

WHEREAS, the Board of Directors of the Bank have previously authorized the Chief Operating Officer of Pacific Premier Trust and the President and Chief Operating Officer of the Bank, acting jointly, to approve any revisions and updates to the Pacific Premier Trust signing authorities constituting "Tier B" authority;

WHEREAS, the signing authorities of Pacific Premier Trust below constitute "Tier B" Authorities in their entirety.

APPROVAL OF "TIER B" SIGNING AUTHORITIES

NOW THEREFORE, BE IT APPROVED, that each of the individuals with the titled positions as set forth in "Exhibit A" are hereby authorized and empowered to purchase, transfer, endorse, sell, assign, borrow, set over and deliver any and all shares of stocks, bonds, debentures, proxies, annuities, certificate of deposits, limited partnerships or other securities, and real-estate holdings now or hereafter standing in the name of the Company for the benefit of clients or their beneficiaries in its name, a dba or any nominee name, to take such other actions set forth under Exhibit A, and to make, execute and deliver any and all written instruments necessary or proper to effectuate the authority hereby conferred. Assets held on behalf of account owners of the Company have historically been, and may currently remain, registered in one or more of the following names:

- | | | |
|---------------------------|-----------------|---------------------------|
| PENSCO Pension Services | NTC & Co | CRS & Co. |
| PENSCO Trust Company | FTC & Co | Retirement Accounts & Co. |
| PENSCO Trust Company, LLC | 1st & Co | Retirement Accounts, Inc. |
| Lincoln Trust Company | Fiserv ISS & Co | Resources Trust Company |
| IMS & Co | FI & Co | |
| Trustlynx & Co | FIACO & Co. | |

Assets newly purchased on behalf of account owners of the Company may be registered in the name of Pacific Premier Bank; Pacific Premier Trust; Pacific Premier Trust, a division of Pacific Premier Bank; or in the nominee name of NTC & Co.

* * * * *

PACIFIC PREMIER BANK	
Pacific Premier Trust	Tier B Authority Approved: April 22, 2022

Date updated: April 22, 2022

Exhibit A – Selected Officers and Employees of Pacific Premier Trust

- Executive Vice President / Chief Operating Officer**
- Senior Vice President, Director of Treasury Management Operations**
- First Vice President, Director of Account Operations**
- First Vice President, Director of Security Operations**
- First Vice President, Director of Client Services**
- First Vice President, Tax Director**
- First Vice President, Director of Risk Operations**
- Vice President, Asset Onboarding Manager**
- Vice President, Asset Maintenance Manager**
- Vice President, Trading Operations Manager**
- Assistant Vice President, Billing and Statements Manager**
- Assistant Vice President, Distributions Manager**
- Assistant Vice President, Onboarding Manager**
- Assistant Vice President, Resignations Manager**
- Assistant Vice President, Securities Operations Consultant**
- Asset Maintenance Supervisor**
- Asset Maintenance Lead**
- Senior Asset Maintenance Specialist**
- Asset Onboarding Lead**
- Asset Onboarding Supervisor**
- Senior Asset Onboarding Specialist**
- Business Ops Specialist**
- Corporate Actions & Trading Lead**
- Distributions Supervisor**
- Distributions Lead**
- Senior Distributions Specialist**
- Re-Registration Supervisor**
- Resignations Lead**
- Resignations Specialist**
- Senior Tax Specialist**
- Trading Operations Supervisor**

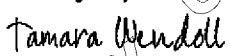
SPECIFIC AUTHORITIES

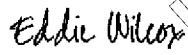
Wire Transfers (eWire)	
<p>I. Approval Authority. Approve wire transfers on the SEI Wealth Platform for the benefit of clients in accordance with approved policies and procedures.</p>	
Pacific Premier Trust	Positions
Tier 3 (authorized to approve wires of \$500,000 and above)	EVP/COO; SVP, Dir of Treasury Management Ops; FVP, Dir Of Account Ops; FVP, Dir of Securities Ops; FVP, Tax Dir; FVP, Dir of Risk Ops; VP, Asset Onboarding Mgr; VP, Asset Maintenance Mgr; VP, Trading Ops Mgr
Tier 2 (authorized to approve wires less than \$500,000)	AVP, Billing & Statements Mgr; AVP, Distributions Mgr; AVP, Onboarding Mgr; AVP, Resignations Mgr; Asset Maintenance Supervisor; Asset Onboarding Supervisor; Distributions Supervisor; Re-Registration Supervisor; Trading Operations Supervisor

PACIFIC PREMIER BANK	
Pacific Premier Trust	Tier B Authority Approved: April 22, 2022
Tier 1 (authorized to approve wires less than \$100,000)	Asset Maintenance Lead; Senior Asset Maintenance Specialist; Asset Onboarding Lead; Senior Asset Onboarding Specialist; Corporate Actions & Trading Lead; Distributions Lead; Senior Distributions Specialist; Resignations Lead; Resignations Specialist

APPROVAL OF TIER B SIGNING AUTHORITY

All Tier B authorizations and Signing Authorities set forth above, are hereby adopted and approved.

DocuSigned by:

 By _____
75053F9367D24F6...
 Name: Tamara Wendoll
 Title: EVP/Chief Operating Officer of Pacific Premier Trust
 Pacific Premier Bank
 Date: April 22, 2022

DocuSigned by:

 By _____
D764779B5061436...
 Name: Edward Wilcox
 Title: President/Chief Operating Officer
 Pacific Premier Bank
 Date: April 22, 2022

PACIFIC PREMIER BANK	
Pacific Premier Trust	Tier B Authority Approved: April 22, 2022


SECRETARY'S CERTIFICATE

I, Lance McKinlay, Assistant Corporate Secretary of Pacific Premier Bank, hereby certify as follows:

1. The Board of Directors of Pacific Premier Bank delegated to both Tamara Wendoll, Chief Operating Officer of Pacific Premier Trust, and Eddie Wilcox, President and Chief Operating Officer of the Bank, acting jointly, the authority to approve changes to Tier B authorizations contained in Signing Authorities, and the duly approved resolutions delegating such Tier B approval authority remain in full force and effect.

2. Attached is a true and complete copy of Tier B signing authority related to Pacific Premier Trust, a division of Pacific Premier Bank, as of the date hereof.

Date: April 22, 2022

DocuSigned by:

 By _____
 CSC62BA3100F4A8...
 Name: Lance McKinlay
 Title: Assistant Corporate Secretary
 Pacific Premier Bank

PACIFIC PREMIER BANK

Pacific Premier Trust

Tier B Authority Approved: April 12, 2022


Exhibit B

 Tamara Wendoll Chief Operations Officer	 Alyssa Tropper Director of Account Operations	 Brett Davis Director of Securities Operations	 Cody Alford Director of Client Services
 Mary Wilson Tax Director	 Nick Motter Director of Risk Operations	 Omar Dunlap Director of Treasury Management Operations	 Marcey Nardine Securities Operations Consultant
 Ben Sboto Onboarding Manager	 Dan Shaw Distributions Manager	 Elpidia "Liz" Anderson Asset Maintenance Manager	 Mark Wane Billing and Statements Manager
 Nic Miller Distributions Manager	 Nicholas Roman Asset Onboarding Manager	 Sean Irions Trading Operations Manager	 Allison Vandenberg Asset Onboarding Supervisor
 Abigahi Becerra Trillo Asset Maintenance Supervisor	 Aly Cox Re-registration Supervisor	 Audrey Beggs Distributions Supervisor	 Breanda Malonson Asset Maintenance Supervisor
 Hailey Such Asset Maintenance Supervisor	 Nick McCallister Asset Onboarding Supervisor	 Petal Young Trading Operations Supervisor	 Amy Euler Corporate Actions Lead
 Chris Rains Asset Maintenance Lead	 Francis Novella Asset Onboarding Lead	 Jackie Coles Distributions Lead	 Joey Muckler Corporate Actions & Trading Lead
 Michelle Fausett Asset Onboarding Lead	 Sarah Middleton Asset Onboarding Lead	 Barbara Ngiralmu Senior Asset Maintenance Specialist	 Becky Fichter Senior Asset Maintenance Specialist
 Cathleen Adcock Business Ops Specialist	 Craig Stevens Senior Tax Specialist	 Greg Wade Senior Asset Onboarding Specialist	 Jensen Bergman Senior Distributions Specialist


PACIFIC PREMIER BANK

Pacific Premier Trust

Tier B Authority Approved: April 12, 2022



Stephen Willoughby
Senior Asset Maintenance
Specialist



Sean Cuscaden
Asset Maintenance Lead