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Page 1 of 4

Rhonda Francis Summit County Recorder

04/25/2024 04:25:57 PM Fee \$40.00

By ANDERSON BUSINESS ADVISORS, PLLC
Electronically Recorded

Recording Requested By:

When Recorded Return to:

Anderson Business Advisors, PLLC
732 Broadway, Suite 201
Tacoma, Washington 98402

Mail Tax Notice To:

Silver Creek Trust
3225 McLeod Drive, Suite 777
Las Vegas, Nevada 89121

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Warranty Deed

Xander Phoenix and Ileana Phoenix, as joint tenants, Grantor(s), of the City of Park City, County of Summit and State of Utah, hereby convey(s) and warrant(s) to

Silver Creek Trust, dated April 2, 2024, Carter Coons, Esq., his successor or successors in interest, as Trustee, whose address is 3225 McLeod Drive, Suite 777, Las Vegas, Nevada, County of Clark and State of Nevada, Grantee(s)

for the sum of TEN DOLLARS and other good and valuable consideration the following described tract of land in Summit County, State of Utah:

Lot 11, Silver Creek Village Center Lot 13 & Lot 16 Subdivision, according to the plat thereof as recorded in the office of the Summit County Recorder.

Parcel No. SCVC-13-16-11

Subject to current general taxes, easements, restrictions, and rights of way of record.

Full power and authority is hereby granted to said trustee to improve, subdivide, protect, conserve, sell, lease, encumber and otherwise manage and dispose of said property or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said property or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property or any part thereof, from time to time, in possession or reversion, by leases to commence praisenti or futuro, and upon any terms and for any period of time, not exceeding in the case of any single demise the term of 99 years, and renew or extend leases upon any terms and for any periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or in any part of the reversion and to

contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to submit said property to condominium, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

Any contract, obligation, indebtedness, or other incurred or entered into by the Trustee under the terms of the aforesaid Trust in connection with said property shall be as Trustee of an express trust and not individually and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property in the actual possession of the Trustee shall be applicable for the payment and discharge thereof; and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereinafter made on the part of the Trustee, while in form purporting to be representations, warranties, covenants, undertakings, promises, and agreements by the Trustee, are nevertheless made and intended not as personal representations, warranties, covenants, undertakings, and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only the trust property specifically described herein, and that no personal liability of personal responsibility is assumed by nor shall at any time be asserted or enforceable against the trustee individually or on account of any instrument executed by or on account of any representation, warranty, covenant, undertaking or agreement of the said Trustee, either released and all persons, corporations and other legal entities whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record for this Deed.

In no case shall any party dealing with said Trustee in relation to said property, or to whom said property or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said property, or be obliged to see that the terms of this trust have been complied with, or obliged to inquire into the necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee in relation to said property shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this Indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was binding upon all beneficiaries thereunder, (c) that the Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and (d) if the conveyance is made to a successor or successors in trust, that such are fully vested with all the title estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each beneficiary under the trust agreement hereunder and of all persons claiming under them or any of them shall be only in possession, earnings, avails and proceeds arising from the sale or other disposition of said property, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said property as such, but only an interest in the possession, earnings, avails and proceeds thereof as aforesaid. The situs of the domicile of the Beneficiary shall be the governing jurisdiction for any legal action undertaken pursuant to the interests of any Beneficiary hereunder. The Power(s)

of Direction over the actions of the Trustee shall be held by those holding a majority of Beneficial shares unless otherwise granted herein.

The initial Trustee holding title to the aforesaid property for the aforesaid trust under the terms of the aforesaid trust agreement shall be Carter Coons, Esq. The situs of the domicile of said trust shall be the domicile of the Trustee and of any successor Trustee who shall henceforth act in that capacity. The said situs of the Trust shall be the governing jurisdiction for any legal action undertaken pursuant to the assets of the aforesaid trust. In the event of the said Trustee's death, incapacity, disappearances, bankruptcy, resignation or unwillingness to act in accordance with directions given by the filing of a death certificate or notice of dismissal of the initial Trustee or of any successor Trustee hereafter named in the Public Records of the county in which any trust property is held, along with an Affidavit attesting to the appointment and acceptance by any of the following successor Trustees, without regard to the order in which listed, shall be effective to vest title to said successor Trustee or Trustees.

IN WITNESS WHEREOF, the grantor has executed this deed on the 12th day of April, 2024.

Xander Phoenix
Xander Phoenix, Grantor

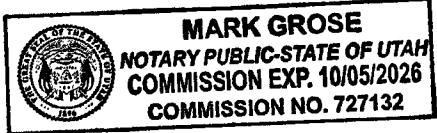
Ileana Phoenix
Ileana Phoenix, Grantor

Acknowledgement

State of Utah)
County of Summit)ss.

On April 12, 2024, before me, Mark Grose, a Notary Public, personally appeared, Xander Phoenix and Ileana Phoenix, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, sworn to and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Mark Grose
Notary Public