

WHEN RECORDED, RETURN TO:

Michael Carl Hoffman
5420 Bobsled Blvd, #203
Park City, UT 84098

**ACCOMMODATION
RECORDING ONLY
U.S. TITLE**

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 Michael Carl Hoffman, an individual ("**Declarant**") and Pacific Premier Trust, Custodian: FBO Michael Carl Hoffman IRA 100% ("**Hoffman Trust**"). Declarant and Hoffman Trust 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 Trust 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.

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

EXHIBIT A

BURDENED 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 B

BENEFITED 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 C

EASEMENT AREA

A 25-FOOT-WIDE ACCESS EASEMENT LOCATED IN LOCATED IN THE SOUTH HALF OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF A PARCEL 2 AS DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY NO. 1147563 IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, SAID POINT ALSO BEING ON THE EASTERN 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, AND SAID POINT ALSO BEING SOUTH 89°30'17" EAST 97.77 FEET AND NORTH 47.70 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 69°31'26" WEST 70.97 FEET TO THE SOUTH BOUNDARY OF THE LAND DESCRIBED IN ENTRY NO. 1147572; THENCE COINCIDENT WITH SAID SOUTH BOUNDARY NORTH 76°42'17" WEST 44.97 FEET; THENCE NORTH 69°31'26" EAST 116.15 FEET TO SAID EASTERN BOUNDARY DESCRIBED IN ENTRY NO. 1147572; THENCE COINCIDENT WITH SAID EASTERN BOUNDARY SOUTH 3°09'54" EAST 26.19 FEET TO THE SOUTHWEST CORNER SAID LAND DESCRIBED AS PARCEL 2 IN ENTRY NO. 1147563 AND THE POINT OF BEGINNING.

