

ENT 17459 : 2025 PG 1 of 9
ANDREA ALLEN
UTAH COUNTY RECORDER
2025 Mar 11 03:50 PM FEE 40.00 BY MG
RECORDED FOR Cottonwood Title Insurance
ELECTRONICALLY RECORDED

WHEN RECORDED, RETURN TO:

Century Land Holdings of Utah, LLC
c/o Century Communities, Inc.
8390 E. Crescent Parkway, Suite 650
Greenwood Village, CO 80111
Attn: Legal Dept.

Tax ID Nos. 59-007-0116, 59-007-0113, 59-007-0115, 59-007-0121, and 59-007-0079 and 59-007-0077
File 175619-LMP

**PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPER RIGHTS
UNDER THE MASTER DEVELOPMENT AGREEMENT FOR
THE SUNSET FLATS DEVELOPMENT**

This PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPER RIGHTS UNDER THE MASTER DEVELOPMENT AGREEMENT FOR THE SUNSET FLATS DEVELOPMENT (this "Assignment") is made this 5 day of March, 2025, by and between CEDAR CORNERS MANAGEMENT, LLC, a Utah limited liability company ("Assignor"), and CENTURY LAND HOLDINGS OF UTAH, LLC, a Utah limited liability company ("Assignee")

RECITALS

A. Eagle Mountain City, a political subdivision of the State of Utah (the "City") and Cedar Corners Management Group, LLC, a Utah limited liability company, as predecessor in interest to Assignor, entered into that certain unrecorded Eagle Mountain City Master Development Agreement for the Sunset Flats Development dated as of February 21, 2018 (as the same may be amended from time to time, the "MDA"). Initially capitalized terms used in this Assignment and not otherwise defined in this Assignment shall have the respective meanings assigned to them in the MDA.

B. Assignor and Assignee entered into that certain Amended and Restated Contract for Purchase and Sale and Escrow Instructions effective as of April 5, 2024 (as the same may be amended from time to time, the "Purchase Agreement"), pursuant to which Assignor agreed to sell and convey to Assignee certain real property located in the City, which is subject to the MDA and more particularly described in Exhibit A (the "Property"), attached hereto and incorporated herein by this reference.

C. In connection with Assignee's acquisition of the Property and pursuant to Section 7.c. of the Purchase Agreement, Assignor, as "Developer" under the MDA, desires to assign, and Assignee desires to assume, certain rights and obligations of Developer under the MDA with respect to the Property, as further outlined below.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals and mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. With respect to the Property, Assignor hereby transfers and assigns to Assignee the following rights, title, interests, duties, and obligations of Developer under the MDA: (i) the installation of the 6-foot-high privacy fencing along the backs and sides of the lots within the Property that are located along Bobby Wren Boulevard and the future arterial road contemplated in Section 5 of the MDA; and (ii) the obligation to complete any unfinished portion of Bobby Wren Boulevard located directly adjacent to the Property. For the avoidance of doubt, only the foregoing obligations set forth in (i) and (ii) in the immediately preceding sentence are being assigned to Assignee and no other obligations.

2. Acceptance. With respect to the Property, Assignee hereby assumes the following rights, title, interests, duties, and obligations of Developer under the MDA: (i) the installation of the 6-foot-high privacy fencing along the backs and sides of the lots within the Property that are located along Bobby Wren Boulevard and the future arterial road contemplated in Section 5 of the MDA; and (ii) the obligation to complete any unfinished portion of Bobby Wren Boulevard located directly adjacent to the Property. For the avoidance of doubt, only the foregoing obligations set forth in (i) and (ii) in the immediately preceding sentence are being assumed by Assignee and no other obligations. The foregoing assignment and acceptance shall be applicable only with respect to the Property and not for any other property that is subject to the MDA.

3. Parks. In addition to the MDA, upon the recordation of the Subdivision Plat (as defined in the Parks Escrow Agreement which is defined below) as required by the City, Assignor, Assignee and City will enter into a Cash Escrow Agreement for Completion of Landscaping Improvements with the City (the “**Parks Escrow Agreement**”) which, among other things, obligates the Assignor to complete the Improvements (as defined therein) with respect to the Parks and provides that Assignee shall deposit with the City the Escrow Funds (in the amount of \$551,250.00) as required by the City. The form of the Parks Escrow Agreement is attached hereto as Exhibit B. With respect to the Parks Escrow Agreement, Assignor hereby represents and warrants that it shall construct the Improvements in accordance with the Parks Escrow Agreement. In addition (i) Assignor shall construct the Improvements (at no cost to Assignee) and Assignor agrees and understands that the City shall not release to Assignor any portion of the Escrow Funds until such time that the City inspects and accepts/approves the Improvements constructed by Assignor and Assignee approves such release; and (ii) Assignor shall be responsible for any and all cost overruns with respect to the Improvements and that in no event shall Assignee be responsible or liable for any additional costs, expenses, fees, etc., of any kind with respect to the Improvements. In addition, in no event shall Assignor permit the City to withhold any permits or approvals (including, without limitation, building permits or certificates of occupancy) with respect to any real property owned by Assignee within the Project as a result of a failure or deficiency by Assignor under the MDA or the Parks Escrow Agreement or any related agreements; it being understood that in such event, Assignee shall have all rights and remedies in law and equity and, in addition, Assignor shall immediately reimburse Assignee for all out of pocket costs and damages it incurs related to same.

4. Retention of Obligations. Assignor hereby retains all remaining obligations of Developer under the MDA not expressly assigned to Assignee hereunder.

5. No Prior Assignment. Assignor represents and warrants to Assignee that Assignor has not previously assigned any of Assignor's rights, title or interest as a Developer under the MDA with respect to the Property.

6. Authority. Assignor represents and warrants to Assignee that Assignor has the full right, power, and authority to enter into and execute this Assignment and that no third-party consent or approval is necessary to effectuate such Assignment. Assignee represents and warrants to Assignor that Assignee has the full right, power, and authority to enter into and execute this Assignment.

7. General Provisions.

7.1 No Implied Waiver. No failure by either party to insist upon the strict performance of any provision contained in this Assignment shall constitute a waiver of any such provision.

7.2 No Oral Amendment or Modifications. No amendments, waivers or modifications of the terms and provisions contained in this Assignment, and no approvals, consents or waivers by either party under this Assignment, shall be valid or binding unless in writing and executed by the party to be bound thereby. No such termination, extension, modification or amendment shall be effective unless and until a proper instrument in writing has been executed and recorded in the official records of Salt Lake County, Utah.

7.3 Severability. If any provision of this Assignment shall be held invalid, illegal or unenforceable, it shall not affect or impair the validity, legality or enforceability of any other provision of this Assignment, and there shall be substituted for the affected provision a valid and enforceable provision as similar as possible to the affected provision.

7.4 Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The provisions contained in this Assignment shall be construed as covenants running with the Property.

7.5 Construction; Captions for Convenience. The parties acknowledge and agree that both they and their counsel have reviewed this Assignment, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Assignment. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Assignment.

7.6 Costs of Legal Proceedings. In the event either party institutes legal proceedings with respect to this Assignment, the prevailing party shall be entitled to recover, in addition to any other relief to which it is entitled, its costs and expenses incurred in connection with such legal proceedings, including, without limitation, reasonable attorneys' fees.

7.7 No Third-Party Beneficiaries. None of the terms, conditions or covenants contained in this Assignment shall be deemed to be for the benefit of any person other than

Assignee, its successors and assigns specifically designated as such in writing, and no other person shall be entitled to rely hereon in any manner.

7.8 Relationship of Parties. Nothing in this Assignment shall be construed or deemed to make or constitute the parties as partners, joint venturers or any other form of joint participants in the development of the Project.

7.9 Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original but together shall constitute one agreement.

7.10 Governing Law. This Assignment shall be governed by and construed under the laws of the State of Utah without giving effect to the principles of conflict of laws thereof.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

ASSIGNOR:

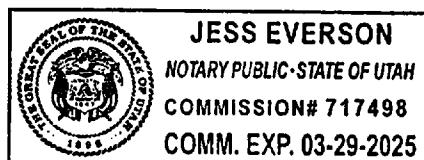
CEDAR CORNERS MANAGEMENT, LLC,
a Utah limited liability company

By: 
Name: HEATH JOHNSTON
Title: MANAGER

STATE OF UTAH)
)
COUNTY OF UTAH)
)ss.

The foregoing instrument was acknowledged before me this 5 day of MARCH, 2025, by HEATH JOHNSTON as MANAGER of Cedar Corners Management, LLC, a Utah limited liability company.

Witness my hand and official seal.




NOTARY PUBLIC

My commission expires: 3-29-25

ASSIGNEE:

CENTURY LAND HOLDINGS OF UTAH, LLC,
a Utah limited liability company

By: 
Name: Chase Turner
Title: Vice President

STATE OF UTAH)
)
)ss.
COUNTY OF SALT LAKE)

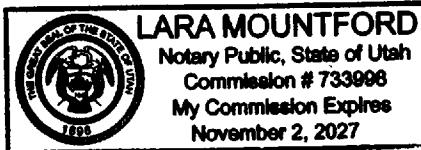
The foregoing instrument was acknowledged before me this 10 day of MARCH,
2025, by Chase Turner as Vice President of Century Land Holdings of Utah, LLC, a Utah limited
liability company.

Witness my hand and official seal.



NOTARY PUBLIC

My commission expires: 11/2/2027



[Signatures continued on next page.]

Exhibit A

Legal Description of the Property

EXHIBIT A
PROPERTY DESCRIPTION

PARCEL 1:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, IN THE CITY OF EAGLE MOUNTAIN, UTAH COUNTY, UTAH. THE BASIS OF BEARINGS FOR SAID PARCEL IS N89°46'17"W BETWEEN THE NORTH QUARTER CORNER AND THE NORTHWEST CORNER OF SAID SECTION 7, SAID PARCEL, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT N89°46'17"W 456.32 FEET ALONG THE SECTION LINE AND SOUTH 842.63 FEET FROM THE NORTH QUARTER CORNER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE EAST 301.28 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1100.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A LENGTH OF 123.46 FEET, PASSING THROUGH A CENTRAL ANGLE OF 6°25'50", CHORD BEARS S29°22'55"E 123.39 FEET; THENCE S32°35'49"E 165.48 FEET; THENCE S0°16'52"W 36.43 FEET; THENCE S65°25'11"W 283.52 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET; THENCE ALONG SAID CURVE A LENGTH OF 183.57 FEET, PASSING THROUGH A CENTRAL ANGLE OF 24°44'51", CHORD BEARS S77°47'37"W 182.15 FEET; THENCE N89°49'58"W 18.16 FEET; THENCE N0°25'07"E 439.77 FEET TO THE POINT OF BEGINNING.

Parcel Identification Number: 59-007-0079 (NOTE: For reference purposes only)

PARCEL 2:

BEGINNING AT A POINT WHICH IS NORTH 89°31'31" WEST 250.70 FEET FROM THE NORTH QUARTER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00°33'30" WEST 350.88 FEET TO THE POINT OF A TANGENT 1085.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 355.60 FEET THROUGH A CENTRAL ANGLE OF 18°46'43" (CHORD BEARS SOUTH 08°49'52" EAST 354.02 FEET); THENCE SOUTH 71°46'47" WEST 170.50 FEET TO THE POINT OF A NON-TANGENT 1255.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 177.54 FEET THROUGH A CENTRAL ANGLE OF 08°06'08" (CHORD BEARS NORTH 14°10'09" WEST 177.39 FEET); THENCE SOUTH 79°52'55" WEST 29.07 FEET TO THE POINT OF A TANGENT 500.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 90.09 FEET THROUGH A CENTRAL ANGLE OF 10°19'25" (CHORD BEARS SOUTH 85°02'37" WEST 89.97 FEET); THENCE NORTH 89°47'40" WEST 401.52 FEET TO THE POINT OF A NON-TANGENT 1771.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 249.93 FEET THROUGH A CENTRAL ANGLE OF 08°05'08" (CHORD BEARS NORTH 03°29'05" WEST 249.72 FEET); THENCE NORTH 00°33'30" EAST 349.88 FEET TO THE SECTION LINE; THENCE SOUTH 89°31'31" EAST ALONG THE SECTION LINE A DISTANCE OF 686.00 FEET TO THE POINT OF BEGINNING.

Parcel Identification Number: 59-007-0113 (NOTE: For reference purposes only)

PARCEL 3:

COMMENCING NORTH 8.21 FEET AND WEST 989.75 FEET FROM THE NORTH QUARTER CORNER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°31'31" EAST 53.07 FEET; THENCE SOUTH 0°33'30" WEST 349.89 FEET; THENCE ALONG A CURVE TO THE LEFT (CHORD BEARS: SOUTH 3°29'05" EAST 249.72 FEET, RADIUS = 1771 FEET); THENCE SOUTH 89°47'40" EAST 256.8 FEET; THENCE SOUTH 0°19'22" WEST 734.64 FEET; THENCE NORTH 89°35'05" WEST 223.2 FEET; THENCE ALONG A CURVE TO THE RIGHT (CHORD BEARS: NORTH 22°38'27" WEST 15.62 FEET, RADIUS = 20 FEET); THENCE NORTH 0°20'39" EAST 298.01 FEET; THENCE SOUTH 87°21'54"

File No. 175619-LMP.

WEST 53.07 FEET; THENCE NORTH $0^{\circ}20'39''$ EAST 169.57 FEET; THENCE ALONG A CURVE TO THE LEFT (CHORD BEARS: NORTH $4^{\circ}46'21''$ WEST 168.92 FEET, RADIUS = 947 FEET); THENCE ALONG A CURVE TO THE RIGHT (CHORD BEARS: NORTH $4^{\circ}39'56''$ WEST 336.96 FEET, RADIUS = 1850.5 FEET); THENCE NORTH $0^{\circ}33'30''$ EAST 349.77 FEET TO THE BEGINNING.

Parcel Identification Number: 59-007-0115 (NOTE: For reference purposes only)

PARCEL 4:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE WEST 10 CHAINS; THENCE SOUTH 20 CHAINS; THENCE EAST 10 CHAINS; THENCE NORTH 20 CHAINS TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THE FOLLOWING:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, IN THE CITY OF EAGLE MOUNTAIN, UTAH COUNTY, UTAH. THE BASIS OF BEARINGS FOR SAID PARCEL IS N $89^{\circ}46'17''$ W BETWEEN THE NORTH QUARTER CORNER AND THE NORTHWEST CORNER OF SAID SECTION 7, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT N $89^{\circ}46'17''$ W 456.32 FEET ALONG THE SECTION LINE AND SOUTH 842.63 FEET FROM THE NORTH QUARTER CORNER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE EAST 301.28 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1100.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A LENGTH OF 123.46 FEET, PASSING THROUGH A CENTRAL ANGLE OF $6^{\circ}25'50''$, CHORD BEARS S $29^{\circ}22'55''$ E 123.39 FEET; THENCE S $32^{\circ}35'49''$ E 165.48 FEET; THENCE S $0^{\circ}16'52''$ W 36.43 FEET; THENCE S $65^{\circ}25'11''$ W 283.52 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET; THENCE ALONG SAID CURVE A LENGTH OF 183.57 FEET, PASSING THROUGH A CENTRAL ANGLE OF $24^{\circ}44'51''$, CHORD BEARS S $77^{\circ}47'37''$ W 182.15 FEET; THENCE N $89^{\circ}49'58''$ W 18.16 FEET; THENCE N $0^{\circ}25'07''$ E 439.77 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM THE FOLLOWING:

BEGINNING AT A POINT WHICH IS NORTH $89^{\circ}31'31''$ WEST 250.70 FEET FROM THE NORTH QUARTER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH $00^{\circ}33'30''$ WEST 350.88 FEET TO THE POINT OF A TANGENT 1085.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 355.60 FEET THROUGH A CENTRAL ANGLE OF $18^{\circ}46'43''$ (CHORD BEARS SOUTH $08^{\circ}49'52''$ EAST 354.02 FEET); THENCE SOUTH $71^{\circ}46'47''$ WEST 170.50 FEET TO THE POINT OF A NON-TANGENT 1255.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 177.54 FEET THROUGH A CENTRAL ANGLE OF $08^{\circ}06'08''$ (CHORD BEARS NORTH $14^{\circ}10'09''$ WEST 177.39 FEET); THENCE SOUTH $79^{\circ}52'55''$ WEST 29.07 FEET TO THE POINT OF A TANGENT 500.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 90.09 FEET THROUGH A CENTRAL ANGLE OF $10^{\circ}19'25''$ (CHORD BEARS SOUTH $85^{\circ}02'37''$ WEST 89.97 FEET); THENCE NORTH $89^{\circ}47'40''$ WEST 401.52 FEET TO THE POINT OF A NON-TANGENT 1771.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 249.93 FEET THROUGH A CENTRAL ANGLE OF $08^{\circ}05'08''$ (CHORD BEARS NORTH $03^{\circ}29'05''$ WEST 249.72 FEET); THENCE NORTH $00^{\circ}33'30''$ EAST 349.88 FEET TO THE SECTION LINE; THENCE SOUTH $89^{\circ}31'31''$ EAST ALONG THE SECTION LINE A DISTANCE OF 686.00 FEET TO THE POINT OF BEGINNING.

Parcel Identification Number: 59-007-0116 (NOTE: For reference purposes only)

PARCEL 5:

COMMENCING SOUTH 36.74 FEET AND EAST 1228.75 FEET FROM THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°31'31" EAST 420.32 FEET; THENCE ALONG A CURVE TO THE RIGHT (CHORD BEARS: SOUTH 44°29'01" EAST 28.3 FEET, RADIUS = 20 FEET); THENCE SOUTH 0°33'30" WEST 111.47 FEET; THENCE NORTH 88°02'01" WEST 440.17 FEET; THENCE NORTH 0°24'42" EAST 120.03 FEET TO THE BEGINNING.

Parcel Identification Number: 59-007-0121 (NOTE: For reference purposes only)

PARCEL 6:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 1 WEST; SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING SOUTH 00°16'21" WEST A DISTANCE OF 1,067.34 FEET FROM THE NORTH QUARTER CORNER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 32°21'00" EAST 269.76 FEET; THENCE SOUTHEASTERLY 44.26 FEET ALONG THE ARC OF A 915.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT (CHORD BEARS SOUTH 30°57'51" EAST 44.26 FEET; THENCE NORTH 89°32'16" WEST 168.38 FEET; THENCE NORTH 00°16'21" EAST 264.48 FEET TO THE POINT OF BEGINNING.

Parcel Identification Number: 59-007-0077 (NOTE: For reference purposes only)

Tax Id No.: 59-007-0079, 59-007-0113, 59-007-0115, 59-007-0116, 59-007-0121 and 59-007-0077