

When recorded, return to:

Snell & Wilmer, L.L.P.
15 W. South Temple, Suite 1200
Salt Lake City, UT 84101
Attention: Bart Page

TAX ID: 59-034-0003

ENT 197010:2021 PG 1 of 7
Andrea Allen
Utah County Recorder
2021 Nov 24 08:43 AM FEE 40.00 BY KR
RECORDED FOR US Title Insurance Agency
ELECTRONICALLY RECORDED

ASSIGNMENT OF PLAN APPROVAL AND DEVELOPMENT AGREEMENT

This Assignment of Master Development Plan and Development Agreement (this “**Assignment**”) is made as of November 23, 2021 (the “**Effective Date**”), by and between B&H LAND HOLDINGS, LLC, a Utah limited liability company (“**Assignor**”), and CENTURY LAND HOLDINGS OF UTAH, LLC, a Utah limited liability company (“**Assignee**”).

RECITALS

A. Assignor (i) obtained approval of a rezone and general plan amendment from Eagle Mountain City, a Utah municipal corporation (“**City**”) on or about April 6, 2021 (collectively, the “**Plan Amendment**”) and (ii) entered into that certain Master Development Agreement for The Pinnacles with an effective date of November 16, 2021 with City, which was recorded on November 22, 2021 as Instrument No. 196262:2021 in the Official Records of the County Recorder, Utah County, Utah (the “**Master Development Agreement**”), and collectively with the Plan Amendment, the “**Plan Amendment and Development Agreement**”).

B. Assignor, as the seller, and Assignee, as the buyer, have entered into that certain Contract for Purchase and Sale and Escrow Instructions dated June 30, 2021 (as amended from time to time, the “**Purchase Agreement**”). Pursuant to the Purchase Agreement and simultaneously with this Assignment, Assignee is acquiring from Assignor the real property described in **Exhibit A** attached hereto and incorporated herein by this reference (the “**Property**”).

C. Assignor, as owner of the Property, may assign its rights under the Plan Amendment and Development Agreement to a person or entity that has acquired the Property or a portion thereof by a written instrument that is recorded in the Official Records of the County Recorder, Utah County, Utah, with the consent of City.

D. It is the intention and desire of the parties that upon the recordation of the conveyance deed from Assignor to Assignee of the Property, Assignee will succeed to all rights and obligations of Assignor, if any, under the Plan Amendment and Development Agreement, provided that such assignment of rights is (1) on a non-exclusive basis, and (2) made only insofar as such Plan Amendment and Development Agreement pertain to the Property.

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

E. Assignor now desires to assign to Assignee, and Assignee desires to accept the assignment of, all of the rights and obligations of Assignor, as "Developer" under the Plan Amendment and Development Agreement.

ASSIGNMENT

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

1. Assignment of Rights. Assignor hereby assigns, sets over and transfers unto Assignee on a non-exclusive basis all of Assignor's rights under the Plan Amendment and Development Agreement, but only to the extent such rights pertain to the Property.

2. Assumption of Obligations. Assignor hereby assigns, sets over, transfers and delegates to Assignee, and Assignee hereby accepts the foregoing assignment and transfer and does hereby assume, all obligations of Assignor under the Plan Amendment and Development Agreement, but only to the extent applicable to the Property. Assignee acknowledges that in accordance with Section 4.2 of the Master Development Agreement, recording of subdivision plats and development of the Property is contingent upon completion of improvements to and dedication of a portion of Aviator Avenue. Nothing in this Assignment shall be construed to waive or release the City's right to withhold approvals for the Property subject to Section 4.2 of the Master Development Agreement.

3. Indemnity. Assignor shall indemnify, defend and hold harmless Assignee for, from and against any and all actions, suits, proceedings, liability, loss or damage, including without limitation actual attorneys' fees and costs arising out of or relating to any alleged breach of or obligation under the Plan Amendment and Development Agreement accruing or occurring or alleged to have accrued or occurred prior to the Effective Date of this Assignment. Assignee shall indemnify, defend and hold harmless Assignor for, from and against any and all actions, suits, proceedings, liability, loss or damage, including without limitation actual attorneys' fees and costs arising out of or relating to any alleged breach of or obligation under the Plan Amendment and Development Agreement, insofar as the same relates to the Property, accruing or occurring or alleged to have accrued or occurred following the Effective Date of this Assignment.

4. Further Assurances. Each party shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances, consents and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the respective parties hereto. The term "successor", as used herein, includes, without limitation, any successors in interest, successors in title and/or any successors by merger or acquisition, as applicable.

6. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

ASSIGNOR:

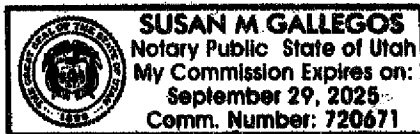
B&H LAND HOLDINGS, LLC,
a Utah limited liability company

By: [Signature]
Name: Brandon Harrison
Title: Principle

By: [Signature]
Name: Rob Beeson
Title: Partner

State of Utah)
) ss
County of Salt Lake)

The foregoing instrument was acknowledged before me this 19 day of November, 2021, by Brandon Harrison, the Principle of B&H Land Holdings, LLC, a Utah limited liability company.



[Signature]
Notary Public
Residing at: SALT LAKE CITY, UT

State of Missouri)
) ss
County of Platte)

The foregoing instrument was acknowledged before me this 17 day of November, 2021, by Rob Beeson, the Partner of B&H Land Holdings, LLC, a Utah limited liability company.

[Signature]
Notary Public

Residing at: Platte City, Mo.



DELLA A. SOENDKER
My Commission Expires
August 14, 2022
Platte County
Commission #11498086

ASSIGNEE:

**CENTURY LAND HOLDINGS OF UTAH,
LLC**

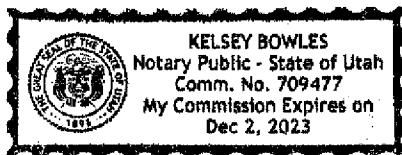
a Utah limited liability company

By: [Signature]
Name: Jason Pote
Title: VP Finance

State of Utah)
County of Salt Lake)^{SS}

The foregoing instrument was acknowledged before me this 17th day of November 2021, by Jason Pote, the VP Finance of CENTURY LAND HOLDINGS OF UTAH, LLC, a Utah limited liability company.

[Signature]
Notary Public

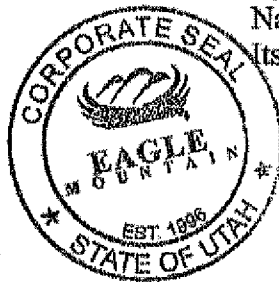


CITY ACKNOWLEDGMENT AND CONSENT

EAGLE MOUNTAIN CITY, a Utah municipal corporation ("City") hereby consents to the foregoing Assignment between Assignor and Assignee and further agrees to recognize Assignee as the holder of all the rights, titles, interests, and obligations of the "Developer" under the Master Development Agreement as and only to the extent applicable to the Property, as set forth above.

EAGLE MOUNTAIN CITY,
a Utah municipal corporation

By: [Signature]
Name: Tony Westmeland
Its: Mayor



ATTEST:

By: [Signature]
Its: Chief Deputy Recorder

EXHIBIT "A"

Legal Description of the Property

The Property located in Eagle Mountain City, Utah County, Utah is more particularly described as follows:

PROPOSED SINGLE FAMILY RESIDENTIAL PARCEL:

Beginning at a point located along the Quarter Section line N00°51'42"E 275.02 feet from the South 1/4 Corner of Section 2, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence N89°49'55"W 2,185.05 feet; thence N00°10'05"E 1,298.14 feet; thence N89°42'57"E 2,201.04 feet to the Quarter Section line; thence along the Quarter Section line S00°51'42"W 1,315.62 feet to the point of beginning.

Contains: 2,865,815 square feet or 65.79 acres+/-

PROPOSED MULTI FAMILY RESIDENTIAL PARCEL (SOUTH):

Beginning at a point located along the Section line N89°49'57"W 2,180.91 feet and North 275.03 feet from the South 1/4 Corner of Section 2, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence N89°49'55"W 456.34 feet to the west line of said Section 2; thence along the Section line N00°21'37"E 763.06 feet; thence S89°49'54"E 453.78 feet; thence S00°10'05"W 763.06 feet to the point of beginning.

Contains: 347,236 square feet or 7.97 acres+/-

PROPOSED MULTI FAMILY RESIDENTIAL PARCEL (NORTH):

Beginning at a point located along the Section line N89°49'57"W 2,178.67 feet and North 1,038.09 feet from the South 1/4 Corner of Section 2, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence N89°49'54"W 453.78 feet to the west line of said Section 2; thence along the Section line N00°21'37"E 341.66 feet; thence N37°49'41"E 241.28 feet; thence N89°42'57"E 305.23 feet; thence S00°10'05"W 535.08 feet to the point of beginning.

Contains: 227,587 square feet or 5.22 acres+/-