

CTIA #143209-WTHF  
TAX ID #00-0020-7784

Ent 502781 Bk 1362 Pg 1068 - 1072  
MARCY M. MURRAY, Recorder  
WASATCH COUNTY CORPORATION  
2021 Jun 25 04:43PM Fee: \$40.00 TC  
For: Cottonwood Title Insurance Agency, In  
ELECTRONICALLY RECORDED

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

AJ Fireside Park City LLC  
c/o Holland + Hart LLP  
Attn: Brad Flynt  
PO Box 68  
Jackson, WY 83001

(Space above this line for Recorder's use only)

**PARTIAL ASSIGNMENT OF DECLARANT RIGHTS**

THIS PARTIAL ASSIGNMENT OF DECLARANT RIGHTS (this "Assignment"), is made and entered into effective as of June 25, 2021, by and between AJ FIRESIDE PARK CITY LLC, a Delaware limited liability company ("Declarant"), and CACHE PRIVATE CAPITAL DIVERSIFIED FUND, LLC, a ~~Utah~~ Nevada limited liability company ("Assignee").

RECITALS

A. Contemporaneously herewith, Declarant is conveying to Assignee the real property legally described on **Exhibit A** attached hereto (the "Property"), which is subject to that certain Master Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements for Benloch Ranch recorded in the real property records of Wasatch County, Utah on June 16, 2021 as Entry No. 502142 (the "Declaration").

B. Declarant now desires to partially and nonexclusively assign to Assignee, and Assignee desires to accept, certain rights of Declarant as Declarant under the Declaration.

C. Initially capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Declaration.

ASSIGNMENT AND AGREEMENT

1. Assignment of Special Declarant Rights. Declarant, as Declarant under the Declaration, hereby partially and nonexclusively assigns to Assignee the following Special Declarant Rights of Declarant under Section 15.3 of the Declaration (the "Assigned Rights"), to the extent such Assigned Rights relate, and exercisable only with respect, to the Property: (a) the right to maintain sales offices, model Dwellings, and signs advertising the Project or any Dwelling at any location in the Project (but not marketing any other property); and (b) the right to use easements throughout the Common Areas as set forth in the Declaration. The Assigned Rights shall only be exercised by Assignee with respect to Property owned by Assignee from time to time, and may not be exercised with respect to any other property not owned by Assignee, except that

Assignee shall have such access rights over the private roads within the Project as may be reasonably necessary for Assignee to access the Property.

2. Acceptance of Assigned Rights. Assignee hereby accepts the foregoing assignment of Assigned Rights and assumes all obligations with respect to the Assigned Rights first arising from and after the date of this Assignment.

3. Reserved and Retained Rights. Subject to the foregoing partial and nonexclusive assignment of the Assigned Rights, Declarant reserves and retains all rights as Declarant under the Declaration. Without limiting Assignees rights under Section 1, Declarant expressly reserves and retains all rights as Declarant, including, without limitation, the Special Declarant Rights set forth in Section 15.3 of the Declaration, with respect to the property now owned, or hereafter acquired, by Declarant.

4. Cooperation. Assignee and Declarant hereby agree to cooperate with regards to the development of the Project and Declarant agrees to grant Assignee such additional rights under the Declaration as Assignee reasonably requires to own and develop the Property.

5. Binding Effect. The terms and provisions of this Assignment shall be binding upon and inure to the benefit of Declarant and Assignee and their respective successors and assigns.

6. Further Assurances. From time to time following the date of this Assignment, each party shall perform such other acts and shall execute, deliver and furnish such other instruments, documents, materials and information as the other party may reasonably request in order to effectuate the transactions provided for in this Assignment.

7. Recitals. The foregoing Recitals are incorporated into and made a part of this Assignment.

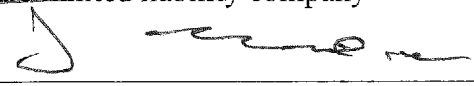
8. Counterparts. This Assignment may be executed in multiple counterparts, which taken together shall be deemed one original.

*[Signature pages follow]*

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date first set forth above.

**DECLARANT:**

**AJ Fireside Park City LLC,**  
a Delaware limited liability company

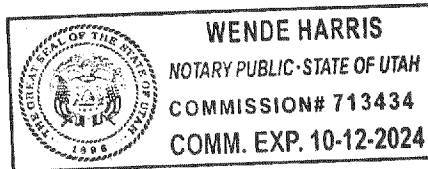
By:   
Name: Jamie Mackay  
Title: President

STATE OF UTAH                                 )  
  )§  
COUNTY OF SALT LAKE                     )

This instrument was acknowledged before me on this 25th day of May, 2021, by Jamie Mackay, the President of AJ Fireside Park City LLC, a Delaware limited liability company.

  
Notary Public  
Residing at: Salt Lake City, Utah

(Seal)



**ASSIGNEE:**

**Cache Private Capital Diversified Fund, LLC,**  
a Nevada limited liability company

By: Cache Private Capital Management, LLC  
Its: Manager

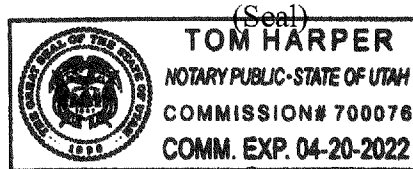
By: [Signature]  
Name: D. Sean Clark  
Title: Manager

By: [Signature]  
Name: Kellen Jones  
Title: Manager

STATE OF UTAH )  
  )§  
COUNTY OF Utah )

The foregoing instrument was acknowledged before me, a notary public, on this 21 day of June, 2021, by d. Sean Clark and Kellen Jones, Managers of Cache Private Capital Management, LLC, the Manager of Cache Private Capital Diversified Fund, LLC, a Nevada limited liability company.

[Signature]  
Notary Public  
Residing at: [Signature], UT



**EXHIBIT A**  
**to**  
**Partial Assignment of the Property**

Legal Description of Lots

**PART OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 5 EAST (SAID NORTHEAST CORNER OF SECTION 1 BEING N89°31'27"E 16027.88 FEET FROM THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 EAST AND BEING THE BASIS OF BEARINGS FOR THIS PROJECT); THENCE S01°18'39"E 2563.63 FEET; THENCE N62°48'28"W 354.89 FEET; THENCE N72°16'42"W 552.74 FEET; THENCE S64°46'26"W 220.52 FEET; THENCE S38°18'23"W 494.94 FEET; THENCE S67°20'38"W 1125.22 FEET; THENCE N90°00'00"W 227.79 FEET; THENCE N37°42'12"W 163.59 FEET; THENCE N01°06'44"E 404.26 FEET; THENCE N16°50'21"W 394.58 FEET; THENCE N52°14'52"W 346.35 FEET; THENCE N01°09'16"E 1673.29 FEET; THENCE N00°38'10"E 60.11 FEET; THENCE N05°05'03"E 269.83 FEET; THENCE N89°33'35"E 310.29 FEET; THENCE N89°33'13"E 2667.85 FEET TO THE POINT OF BEGINNING.**

**Tax Id No.: 00-0020-7784**