

Tax ID Nos.: 00-0021-5556, 00-0021-5557,
00-0021-5558, 00-0021-5559,
00-0021-5719, 00-0021-6890

Ent 533959 Bk 1445 Pg 1887 - 1892
MARCY M. MURRAY, Recorder
WASATCH COUNTY CORPORATION
2023 Jun 27 03:21PM Fee: \$40.00 KM
For: Cottonwood Title Insurance Agency, In
ELECTRONICALLY RECORDED

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Benloch CPC LLC
2600 W. Executive Parkway, Suite 120
Lehi, Utah 84043
Attn: Sean Clark

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

PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT COVENANTS

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT COVENANTS (this "Assignment"), is made and entered into effective as of ~~March~~ June 23, 2023, by and between Benloch Ranch Land Company, LLC, a Utah limited liability company ("Assignor"), and Benloch CPC, LLC, a Utah limited liability company ("Assignee"), and is consented to by AJ FIRESIDE PARK CITY LLC, a Delaware limited liability company ("Master Developer").

RECITALS

Contemporaneously herewith, Assignor is conveying to Assignee the real property legally described on **Exhibit A** attached hereto (the "Property"), which is subject to those certain Development Covenants dated July 2, 2020, recorded in the real property records of Wasatch County, Utah (the "Recording Office") on July 6, 2020, as Entry No. 480404, as amended by that certain First Amendment to Development Covenants dated April 7, 2021, recorded in the Recording Office on April 7, 2021, as Entry No. 497614 (the "Development Covenants").

Assignor now desires to partially assign to Assignee, and Assignee desires to accept, the rights of Assignor as Developer under the Development Covenants solely as it relates to the Property.

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

ASSIGNMENT AND AGREEMENT

1. Partial Assignment of Development Covenants. Assignor, as Developer under the Development Covenants, hereby partially assigns to Assignee all rights under the Development Covenants in connection with 134 Density Units (the "Assigned Rights"), to the extent such Assigned Rights relate, and exercisable only with respect, to 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. Master Developer Consent. By its execution below, Master Developer hereby consents to this Assignment.

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

5. 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.

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


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

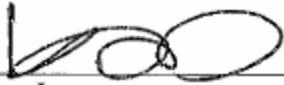
[Signature pages follow]

ASSIGNEE:

Benloch CPC, LLC, a Utah limited liability company

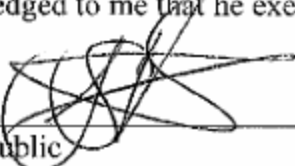
By: Cache Private Capital Management, LLC
Its: Manager

By: 
Name: D. Sean Clark _____
Title: Manager _____

By: 
Name: Kellen Jones _____
Title: Manager _____

STATE OF UTAH)
)§
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me, a notary public, on this 28th day of March, 2023, by D. Sean Clark, Manager of Cache Private Capital Management, LLC, the Manager of Benloch CPC LLC, a Utah limited liability company, who duly acknowledged to me that he executed the same..

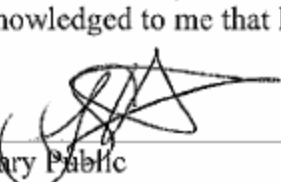

Notary Public



Residing at: Utah County

STATE OF UTAH)
)§
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me, a notary public, on this 28th day of March, 2023, by Kellen Jones, Manager of Cache Private Capital Management, LLC, the Manager of Benloch CPC LLC, a Utah limited liability company, who duly acknowledged to me that he executed the same..


Notary Public

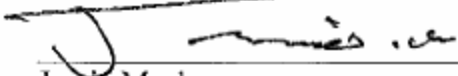


Residing at: Utah County

Consented To By:

MASTER DEVELOPER:

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 24 day of March, 2023, by Jamie Mackay, the President of AJ Fireside Park City LLC, a Delaware limited liability company.


Title and Rank

(Seal)

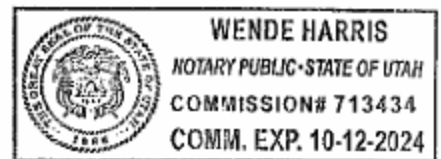


EXHIBIT A PROPERTY DESCRIPTION

Part of the North half of Sections 1 and 2, Township 3 South, Range 5 East, and part of the South half of Section 35, Township 2 South, Range 5 East, Salt Lake Base and Meridian, U.S. Survey, described as follows:

Beginning at a point on the Southerly right of way line of S.R. 32, said point being North 89°31'27" East, 10691.70 feet and North 00°06'29" West, 1347.19 feet from a found brass cap monument at the Southwest corner of Section 34, Township 2 South, Range 5 East, (said Southwest corner of Section 34, Township 2 South, Range 5 East being South 89°31'27" West, 16027.88 feet from the Northeast corner of Section 1, Township 3 South, Range 5 East and being the basis of bearings for this project); thence South 00°06'29" East, 1344.16 feet; thence North 89°33'35" East, 2357.76 feet; thence South 05°05'03" West, 269.83 feet; thence South 00°38'10" West, 60.11 feet; thence South 01°09'16" West, 1673.29 feet; thence North 89°58'21" West, 1945.68 feet; thence North 54°21'57" East, 686.89 feet; thence North 69°48'35" West, 137.49 feet to the beginning of a tangent curve concave to the Southeast with a radius of 220.00 feet; thence along said curve an arc length of 184.93 feet, a delta angle of 48°09'46", a chord bearing of South 86°06'32" West, and a chord length of 179.53 feet; thence South 62°01'39" West, 66.71 feet to the beginning of a tangent curve concave to the Northwest with a radius of 180.00 feet; thence along said curve an arc length of 172.65 feet, a delta angle of 54°57'24", a chord bearing of South 89°30'21" West, and a chord length of 166.11 feet; thence North 63°00'57" West, 7.45 feet; thence South 51°59'03" West, 183.86 feet to the beginning of a tangent curve concave to the Northwest with a radius of 170.00 feet; thence along said curve an arc length of 473.28 feet, a delta angle of 159°30'44", a chord bearing of North 48°15'35" West, and a chord length of 334.48 feet; thence North 31°29'48" East, 255.07 feet to the beginning of a tangent curve concave to the Northwest with a radius of 440.00 feet; thence along said curve an arc length of 448.73 feet, a delta angle of 58°25'59", a chord bearing of North 02°16'48" East, and a chord length of 429.54 feet, to the beginning of a tangent curve concave to the Northeast with a radius of 500.00 feet; thence along said curve an arc length of 290.07 feet, a delta angle of 33°14'22", a chord bearing of North 10°19'00" West, and a chord length of 286.02 feet, to the beginning of a tangent curve concave to the Southwest with a radius of 270.00 feet; thence along said curve an arc length of 356.42 feet, a delta angle of 75°38'03", a chord bearing of North 31°30'51" West, and a chord length of 331.10 feet; thence North 69°19'52" West, 432.73 feet to the beginning of a tangent curve concave to the Southwest with a radius of 440.00 feet; thence along said curve an arc length of 187.68 feet, a delta angle of 24°26'22", a chord bearing of North 81°33'03" West, and a chord length of 186.26 feet; thence South 06°22'33" East, 20.00 feet; thence South 83°37'27" West, 40.00 feet; thence North 06°22'33" West, 20.00 feet to the beginning of a tangent curve concave to the Southeast with a radius of 440.00 feet; thence along said curve an arc length of 45.39 feet, a delta angle of 05°54'40", a chord bearing of South 78°03'48" West, and a chord length of 45.37 feet, to the beginning of a tangent curve concave to the Northeast with a radius of 330.00 feet; thence along said curve an arc length of 134.56 feet, a delta angle of 23°21'43", a chord bearing of South 86°47'19" West, and a chord length of 133.63 feet; thence South 901.85 feet to the beginning of a non-tangent curve concave to the Southwest with a radius of 355.00 feet; thence along said curve an arc length of 266.54 feet, a delta angle of 43°01'08", a chord bearing of North 52°19'59" West, and a chord length of 260.32 feet; thence North 73°50'34" West, 142.53 feet; thence North 859.71 feet; thence North 16°33'38" East, 60.00 feet; thence North 73°26'22" West, 300.00 feet; thence North 16°33'38" East, 196.36 feet; thence North 281.62 feet; thence North 82°24'02" East, 207.34 feet; thence North 59°39'18" East, 336.67 feet; thence North 41°13'03" East, 300.01 feet; thence North 71°55'29" East, 195.18 feet; thence North 71°56'08" East, 237.32 feet; thence North 71°53'17" East, 347.09 feet; thence North 72°01'10" East, 24.25 feet to the point of beginning.

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