

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

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

Ent 533960 Bk 1445 Pg 1893 - 1897
MARCY M. MURRAY, Recorder
WASATCH COUNTY CORPORATION
2023 Jun 27 03:21PM Fee: \$40.00 KM
For: Cottonwood Title Insurance Agency, In
ELECTRONICALLY RECORDED

146987-WTF

(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 ~~March~~ June 23, 2023, by and between AJ FIRESIDE PARK CITY LLC, a Delaware limited liability company ("Declarant"), and Benloch CPC, LLC, a Utah limited liability company ("Assignee").

RECITALS

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 (as at any time amended or assigned, the "Declaration").

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

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.

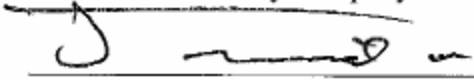
8. Counterparts. This Assignment may be executed in multiple counterparts, which taken together shall be deemed one original.

[Remainder of Page Intentionally Left Blank. Signature Pages Follow.]

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

DECLARANT:

AJ FIRESIDE PARK CITY LLC,
a Delaware limited liability company

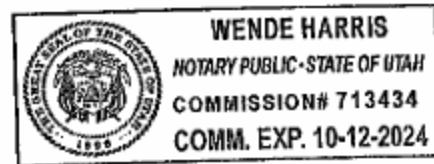
By: 
Name: Jamie Mackay
Title: President

STATE OF UTAH)
)§
COUNTY OF SALT LAKE)

This instrument was acknowledged before me on this 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)



ASSIGNEE:

Benloch CPC LLC, a Utah limited liability company

By: Cache Private Capital Management, LLC
Its: Manager

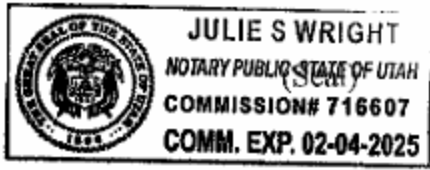
By: [Signature]
Name: D. Sean Clark
Title: Manager

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 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.

[Signature]
Notary Public
Residing at: ~~XXXXXX~~ Salt Lake



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.

[Signature]
Notary Public
Residing at: Salt Lake

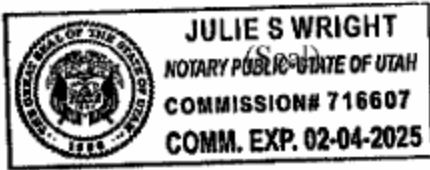


EXHIBIT A PROPERTY DESCRIPTION

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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