

**When Recorded, Mail To:**

Kirton McConkie, P.C.  
50 East South Temple Street, Suite 400  
Salt Lake City, Utah 84111  
Attn: Loyal Hulme

**Tax Notices for New Parcel, Mail To:**

Benloch CPC, LLC  
1633 W Innovation Way, Suite 100  
Lehi, UT 84043  
Attn: Property Management

APNs 00-0021-6497  
00-0020-2698  
A portion of 00-0020-4218  
A portion of 00-0020-9040

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

**BOUNDARY LINE AGREEMENT**

THIS BOUNDARY LINE AGREEMENT (this "**Agreement**") is entered into this 10<sup>th</sup> day of January, 2025 (the "**Effective Date**"), by and between Benloch CPC, LLC, a Utah limited liability company, in its capacity as owner of each Acquired Parcel (as defined below) (the "**Acquired Parcel Owner**"), and Benloch CPC, LLC, a Utah limited liability company, in its capacity as owner of the Owned Parcel (as defined below) (collectively, "**Owned Parcel Owner**"). Acquired Parcel Owner and Owned Parcel Owner are at times referred to herein collectively as the "**Parties**" and individually as "**Party**."

**RECITALS**

A. Acquired Parcel Owner is the owner in fee simple of each of those certain parcels of real property located in the County of Wasatch, State of Utah ("**Acquired Parcel**"), each acquired pursuant to that certain Special Warranty Deed recorded in the official records of Wasatch County on September 15, 2021 as Entry No. 507435 at Book 1375, Page 1456 (collectively, the "**Deed**") and known as tax parcels 00-0020-2698; a portion of 00-0020-4218, and a portion of 00-0020-9040, such Acquired Parcel being depicted on Exhibit A, attached hereto and incorporated herein by this reference.

B. Owned Parcel Owner is the owner in fee simple of that certain real property located adjacent to the Acquired Parcel (the "**Owned Parcel**") and known as tax parcel 00-0020-6497, such Owned Parcel being depicted on Exhibit A, attached hereto and incorporated herein by this reference. The Acquired Parcel and the Owned Parcel are at times referred to herein collectively as the "**Existing Parcels**."

C. Without effectuating a subdivision or creating any new tax parcels, the Parties agree to adjust the common boundary lines between the Existing Parcels, as set forth herein.

## TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The recitals set forth above are hereby incorporated into and made a part of this Agreement.

2. **Reconfiguration of the Existing Parcels.** The Parties hereby reconfigure the Existing Parcels to the configuration legally described on Exhibit B attached hereto and incorporated herein by this reference (the "**New Parcel**"), such New Parcel being depicted on Exhibit C attached hereto and incorporated herein by this reference, provided that if there are any discrepancies between Exhibit B and Exhibit C, Exhibit B shall control.

3. **Conveyance of Title.**

3.1. Title to each Acquired Parcel was acquired by the Acquired Parcel Owner pursuant to the Deed(s). For the purposes of consolidating the Existing Parcels into a single tax parcel separate from any other tax parcel, Acquired Parcel Owner hereby quitclaims to Owned Parcel Owner, for the sum of Ten Dollars and other good and valuable consideration, any of its interest in fee simple title to the New Parcel.

4. **No Subdivision.** The Parties hereto acknowledge that the purpose of this Agreement is to adjust the common boundary lines between the Existing Parcels and not to undertake a subdivision or the creation of additional tax parcels. Further, the Existing Parcels collectively and the New Parcel collectively cover the same area.

5. **Condition of the New Parcels.** Owned Parcel Owner accepts the New Parcel and all aspects thereof in "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects.

6. **Government Approvals.** In the event any governmental or municipal approval is required or necessary to effectuate the intent of this Agreement, such as the preparation, filing and approval of a Lot Line Adjustment or a Plat Amendment, the Parties agree to reasonably cooperate to obtain such approval, including signing any necessary or required applications or instruments. The Parties agree to bear such costs relating to such approvals evenly.

7. **Recording.** This Agreement shall be recorded with the Recorder's office of Wasatch County, State of Utah.

8. **Governing Law.** This Agreement and all matters relating hereto shall be governed by, construed and interpreted in accordance with the laws of the State of Utah.

9. **Attorneys' Fees.** In the event it becomes necessary for either party hereto to employ the services of an attorney to enforce this Agreement or any provision hereof, whether by suit or otherwise, the non-prevailing party of such controversy shall pay to the prevailing party

reasonable attorneys' fees and, in addition, such costs and expenses as are incurred in enforcing this Agreement, including fees and costs incurred upon appeal or in bankruptcy court.

**10. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

**11. Knowledge, Review and Interpretation.** Acquired Parcel Owner and Owned Parcel Owner each acknowledges, declares and agrees that: (i) it has consulted legal counsel about this Agreement, or has had the opportunity to do so and has elected not to do so; (ii) it has had adequate time and opportunity to review the terms of this Agreement and has carefully read it; (iii) it is a sophisticated party that has negotiated this Agreement at arm's length, and accordingly, expressly waives any rule of law or any legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it; and (iv) it intends to be legally bound to the provisions of this Agreement, which shall be interpreted in a reasonable manner to effect the purposes of this Agreement and the intent of the parties as outlined herein.

*[signatures and acknowledgments to follow]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

**Acquired Parcel Owner:**

Benloch CPC, LLC,  
a Utah limited liability company

By: Cache Private Capital Diversified Fund, LLC,  
a Nevada limited liability company,  
its sole member

By: Cache Private Capital Management, LLC,  
Its manager

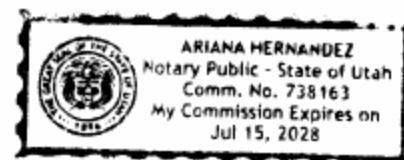
By:   
Name: D. Sean Clark  
Its: Manager

STATE OF UTAH                    )  
  :SS  
COUNTY OF UTAH )

On this 10 day of January, 2025, before me Ariana Hernandez,  
a notary public, personally appeared D. Sean Clark, proved on the basis of satisfactory evidence  
to be the persons whose names are subscribed to in this document, and acknowledged he  
executed the same as the Manager of Cache Private Capital Management, LLC, the manager of  
Cache Private Capital Diversified Fund, LLC, the sole member of Benloch CPC, LLC, a Utah  
limited liability company, on behalf of such company.

  
NOTARY PUBLIC

*[signatures and acknowledgments to follow]*



**OWNED PARCEL OWNER:**


**Acquired Parcel Owner:**

Benloch CPC, LLC,  
a Utah limited liability company

By: Cache Private Capital Diversified Fund,  
LLC,  
a Nevada limited liability company,  
its sole member

By: Cache Private Capital  
Management, LLC,  
Its manager

By:

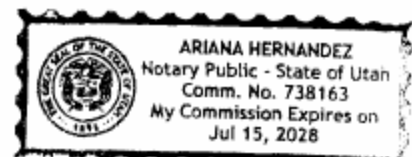
  
Name: D. Sean Clark  
Its: Manager

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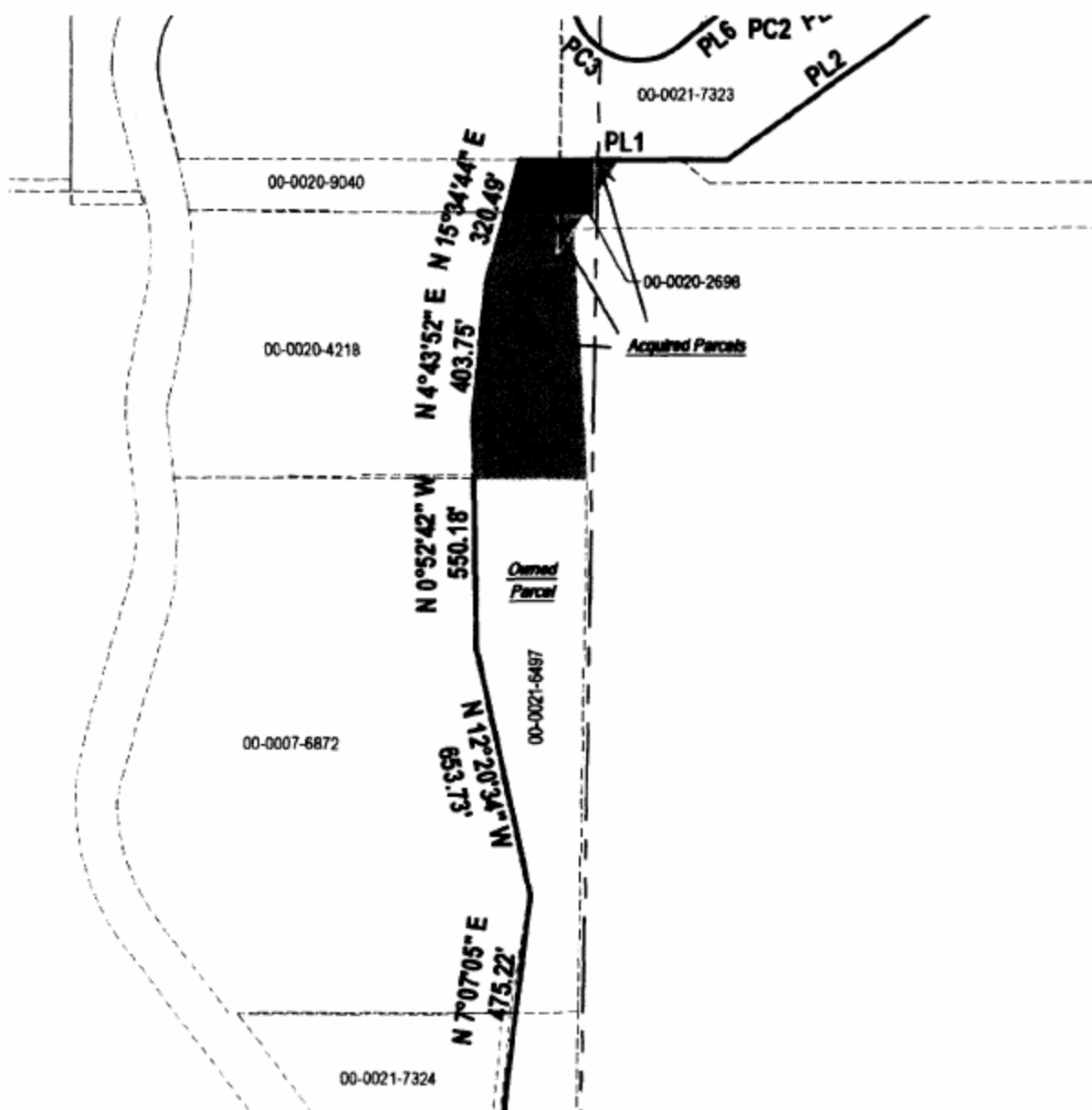
  
\_\_\_\_\_  
NOTARY PUBLIC

*[end of signatures and acknowledgments]*



## Exhibit A

(Depiction of each Acquired Parcel and Owned Parcel)



**Exhibit B****(Legal Description of the New Parcel)**

A parcel of land situate in the Northeast and Southeast Quarters of Section 2, Township 3 South, Range 5 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point South 0°59'23" West 1983.33 feet along the section line and South 89°58'21" East 47.61 feet from the Northeast Corner of Section 2, Township 3 South, Range 5 East, Salt Lake Base and Meridian, and running;

thence South 32°25'21" West 222.37 feet;

thence South 3°53'36" East 634.24 feet;

thence South 0°53'59" West 1384.55 feet;

thence South 89°43'43" West 160.69 feet to the west line of the Benloch CPC, LLC property as described in that Special Warranty Deed recorded September 15, 2021 as Entry No. 507435 at Book 1375, Page 1456;

thence the following (6) calls along said west line of the Benloch CPC, LLC property;

(1) North 7°07'05" East 308.30 feet;

(2) North 12°20'34" West 653.73 feet;

(3) North 0°52'42" West 550.18 feet;

(4) North 4°43'52" East 403.75 feet;

(5) North 15°34'44" East 320.49 feet;

(6) South 89°58'21" East 249.18 feet to the point of beginning.

Contains 497,232 square feet. 11.414 acres

