

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Brad Flint
Holland + Hart LLP
645 S Cache St # 100
PO Box 68
Jackson, WY 83001

CTIA # 149054. WHF

(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 December 16, 2021, by and between AJ FIRESIDE PARK CITY LLC, a Delaware limited liability company ("Declarant"), and R&D BENLOCH RANCH, LLC, a Utah limited liability company ("Assignee").

RECITALS

Contemporaneously herewith, an affiliate of Declarant, Benloch Ranch Land Company, LLC, a Utah limited liability company ("BRLC") 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 amended, 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 required 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.

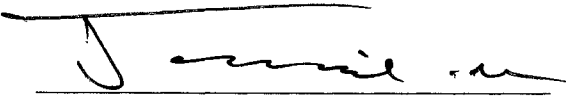
8. Counterparts. This Assignment may be executed in multiple counterparts, which taken together shall be deemed one original.

[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

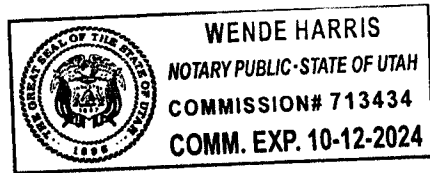
By: 
Name: Jamie Mackay
Title: President

STATE OF UTAH)
)§
COUNTY OF SALT LAKE)

This instrument was acknowledged before me on this 9 day of December, 2021, by Jamie Mackay, the President of AJ Fireside Park City LLC, a Delaware limited liability company.


Notary Public

(Seal)



ASSIGNEE:

R&D BENLOCH RANCH, LLC,
a Utah limited liability company

By: *Jeremy Ricks*
Name: & B Western States Development Group, Inc. - its Manager
Title: By: Jeremy Ricks, its President

STATE OF COLORADO)
)§
COUNTY OF MESA)

The foregoing instrument was acknowledged before me, a notary public, on this 13th day of
December, 2021, by Jeremy Ricks, Manager of **R&D BENLOCH RANCH, LLC**, a
Utah limited liability company.

Susan Cofano
Notary Public
Residing at: 574 Cobble Drive, Montrose, CO 81403

(Seal)

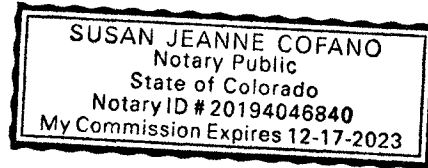


EXHIBIT A

LEGAL DESCRIPTION

PART OF THE NORTH HALF OF SECTION 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 N89°31'27"E 7546.18 FEET AND N00°28'33"W 332.51 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 S89°31'27"W 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 ALONG THE SOUTHERLY RIGHT OF WAY LINE OF S.R. 32 THE FOLLOWING FIVE (5) COURSES: (1) N69°06'21"E 582.54 FEET; (2) N69°12'39"E 422.32 FEET; (3) S88°26'59"E 300.00 FEET; (4) N89°39'42"E 324.08 FEET; (5) N82°24'02"E 125.85 FEET; THENCE SOUTH 281.62 FEET; THENCE S16°33'38"W 196.36 FEET; THENCE S73°26'22"E 300.00 FEET; THENCE S16°33'38"W 60.00 FEET; THENCE SOUTH 859.71 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF BENLOCH RANCH ROAD; THENCE ALONG SAID NORTHERLY RIGHT OF WAY THE FOLLOWING FIVE (5) COURSES: (1) N73°50'33"W 177.91 FEET; (2) ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 620.00 FEET, AN ARC LENGTH OF 377.39 FEET, A DELTA ANGLE OF 34°52'31", A CHORD BEARING OF S88°43'12"W, AND A CHORD LENGTH OF 371.59 FEET; (3) S71°16'56"W 805.33 FEET; (4) ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 1205.00 FEET, AN ARC LENGTH OF 591.33 FEET, A DELTA ANGLE OF 28°07'00", A CHORD BEARING OF S85°20'26"W, AND A CHORD LENGTH OF 585.41 FEET; AND (5) N80°36'04"W 388.71 FEET TO THE EASTERLY RIGHT OF WAY LINE OF FIRESIDEDRIVE; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING THIRTEEN (13) COURSES: (1) N09°23'56"E 13.88 FEET; (2) ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 95.00 FEET, AN ARC LENGTH OF 76.64 FEET, A DELTA ANGLE OF 46°13'13", A CHORD BEARING OF N32°30'33"E, AND A CHORD LENGTH OF 74.57 FEET; (3) N55°37'09"E 115.57 FEET; (4) ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 190.00 FEET, AN ARC LENGTH OF 317.88 FEET, A DELTA ANGLE OF 95°51'29", A CHORD BEARING OF N07°41'25"E, AND A CHORD LENGTH OF 282.08 FEET; (5) N40°14'20"W 81.39 FEET; (6) ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 120.00 FEET, AN ARC LENGTH OF 103.96 FEET, A DELTA ANGLE OF 49°38'16", A CHORD BEARING OF N15°25'12"W, AND A CHORD LENGTH OF 100.74 FEET; (7) N09°23'56"E 56.96 FEET; (8) ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 170.00 FEET, AN ARCLNGTH OF 188.66 FEET, A DELTA ANGLE OF 63°35'09", A CHORD BEARING OF N41°11'31"E, AND A CHORD LENGTH OF 179.13 FEET; (9) N72°52'40"E 359.41 FEET; (10) ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 155.00 FEET, AN ARC LENGTH OF 422.46 FEET, A DELTA ANGLE OF 156°09'47", A CHORD BEARING OF N05°03'41"W, AND A CHORD LENGTH OF 303.32 FEET; (11) N83°08'34"W 80.15 FEET; (12) ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 70.00 FEET, AN ARC LENGTH OF 71.15 FEET, A DELTA ANGLE OF 58°14'16", A CHORD BEARING OF N54°01'27"W, AND A CHORD LENGTH OF 68.13 FEET; AND (13) N24°54'19"W 84.46 FEET TO THE POINT OF BEGINNING.

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