### WHEN RECORDED, RETURN TO:

Quarles & Brady, LLP One Renaissance Square Two North Central Avenue Phoenix, Arizona 85004

Attn: Jason Wood

101e-990-01105

Tax Parcel No: UL -990-0001 through

181381-CAP

### SPECIAL WARRANTY DEED

ENT 79495:2024 PG 1 of 4

**UTAH COUNTY RECORDER** 2024 Nov 12 04:45 PM FEE 350.00 BY AC

**RECORDED FOR Cottonwood Title Insurance** 

ANDREA ALLEN

**ELECTRONICALLY RECORDED** 

(Silver Oaks THs, Santaquin, Utah)

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned LENNAR HOMES OF UTAH, LLC, a Delaware limited liability company, successor by statutory conversion from LENNAR HOMES OF UTAH, INC., a Delaware corporation ("Grantor"), hereby grants and conveys to TPG AG EHC III (LEN) MULTI STATE 4, LLC, a Delaware limited liability company ("Grantee"), whose address is c/o AG Essential Housing Asset Management, LLC, 8585 E. Hartford Drive, Suite 118, Scottsdale, AZ, Attn: Steven Benson, that certain real property situated in Utah County, Utah described as follows (the "Property"):

#### SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

EXCEPT all oil, gas and other minerals as reserved in Patents from the United States of America or any other applicable governing authority.

TOGETHER WITH all improvements, easements, rights, liberties, privileges, tenements, hereditaments, appurtenances, remainders, rents, issues, profits and royalties therefrom in anywise belonging to Grantor, subject to the matters and rights noted herein.

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns, forever. Grantor does hereby covenant to and with Grantee that, previous to the execution of this conveyance, Grantor has not conveyed the same estate to any person other than the Grantee, and that the Property is free from encumbrances done, made or suffered by Grantor, or any person claiming under Grantor, except (a) real property taxes and assessments (including all subsequent assessments for prior years due to changes in the use or ownership, or both), (b) all applicable zoning ordinances, building codes, laws and regulations, (c) reservations in patents, water rights, claims or titles to water (d) easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities of public record as of the date of this instrument, (e) all documents establishing or relating to the project of which the Property is a portion, (f) any matter arising in connection with any action or omission of Grantee or its employees, contractors, agents, or representatives, and any other matter not caused by the act or authorization of Grantor, and (g) any matter or circumstance that would be disclosed by an

accurate ALTA/NSPS survey or physical inspection of the Property; and that Grantor shall warrant the same against any other liens, claims or encumbrances done, made or suffered by Grantor, or any person claiming by, through or under Grantor, but none other.

[Signature on Next Page]

EXECUTED this Wat day of November, 2024.

## **Grantor:**

LENNAR HOMES OF UTAH, LLC, a Delaware limited liability company

Bryson Fish, Vice President

STATE OF UTAH

ss.

COUNTY OF SATING

The foregoing instrument was acknowledged before me this day of John 2024, by Bryson Fish, the Vice President of LENNAR HOMES OF UTAH, LLC, a Delaware limited liability company.

Notary Public

Residing at:

My Commission Expires:

1/2024

EMILY J. MUGLESTON
Notary Public State of Utah
My Commission Expires on:
December 3, 2024
Comm. Number: 715585

# **EXHIBIT A**

(Silver Oaks THs, Santaquin, Utah)

## LEGAL DESCRIPTION OF THE PROPERTY

The following land situated in Utah County, State of Utah, and described as follows:

All of Lots 1 through 165, inclusive, contained within SILVER OAKS PHASE 1 PLAT "A", according to the official plat thereof recorded April 29, 2024 as Entry No. 27164:2024 in the Utah County Recorder's Office.