

WHEN RECORDED, RETURN TO:
Carlos Alberto Gutierrez and Jamie
Lynn Hartman
7343 N. Evans Ranch Drive
Eagle Mountain, UT 84005

Tax Parcel ID No.:
38-615-0008
PLEASE MAIL TAX NOTICE TO
GRANTEE AT ITS ADDRESS LISTED
BELOW

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "**Deed**") is made as of the 23rd day of June, 2020, between Lennar Homes of Utah, Inc., a Delaware corporation, ("**Grantor**") having a mailing address of 111 E. Sejo Lily Drive, Ste. 150, Sandy, UT 84070, and Carlos Alberto Gutierrez and Jaime Lynn Hartman, ("**Grantee**"), whose mailing address is 7343 N. Evans Ranch Drive, Eagle Mountain, UT 84005.

WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, by these presents does hereby convey and warrant against all who claim by, through, or under Grantor unto Grantee, and Grantee's heirs, successors and assigns forever, the following described real property (the "**Property**") located and situated in the County of Utah, State of Utah, to wit:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

The Property is conveyed subject to the following:

- A. Conditions, restrictions, limitations, reservations, easements and other agreements of record affecting the Property but this provision shall not operate to reimpose the same.
- B. Property, ad valorem and non ad valorem taxes and all assessments by any community development, recreation, water control, water conservation, watershed improvement or special taxing districts (including, without limitation, the obligation to pay maintenance assessments and capital assessments) affecting the Property, for this and subsequent years not yet due and payable.
- C. All covenants, conditions and restrictions contained in this Deed are equitable servitudes, perpetual and run with the land, including, without limitation, Sections D, E, and F.
- D. Grantor and Grantee specifically agree that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. "**Disputes**" (whether contract, warranty, tort, statutory or otherwise) shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Deed, the underlying purchase agreement for the sale and conveyance of the Property, the Property, the community in which the Property is located, or any dealings between Grantee and Grantor; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Grantor or Grantor's representative; (3) relating to personal injury or property damage alleged to have been sustained by Grantee, Grantee's children or other occupants of the Property, or in the community in which the Property is located; or (4) issues of formation, validity or enforceability of this

the community in which the Property is located; or (4) issues of formation, validity or enforceability of this Section. Grantee has accepted this Deed on behalf of his or her children and other occupants of the Property with the intent that all such parties be bound hereby. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

(1) Any and all mediations commenced by Grantor or Grantee shall be filed with and administered by the American Arbitration Association or any successor thereto ("**AAA**") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the Grantor and Grantee, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

(2) If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds \$250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the parties, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Grantor and Grantee.

(3) The waiver or invalidity of any portion of this Section D shall not affect the validity or enforceability of the remaining portions of Section D of the Deed. Grantee and Grantor further agree (1) that any Dispute involving Grantor's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Grantor may, at its sole election, include Grantor's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

(4) To the fullest extent permitted by applicable law, Grantor and Grantee agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, Grantor and Grantee further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

E. Notwithstanding the Grantor and Grantee's obligation to submit any Dispute to mediation and arbitration, in the event that a particular dispute is not subject to the mediation or the arbitration provisions of Section D of this Deed, then the Grantor and Grantee agree to the following provisions: **GRANTEE ACKNOWLEDGES THAT JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS DEED ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. GRANTEE AND GRANTOR AGREE THAT ANY DISPUTE, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. GRANTEE AND GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL.**


F. All provisions of that certain Covenants, Conditions and Restrictions recorded as Entry No. 29104-2014, 14297-2016, 52421-2016, 14310-2016, 57749-2017, 71342-2017, 77432-2016 and 77433-2019 of the Official Records of Utah County, Utah as amended from time to time, which may include, without limitation, restrictions, covenants, conditions, easements, lien rights, obligations to pay assessments and architectural restrictions and which are incorporated by reference in their entirety into this Deed.

Grantee, by acceptance of this Deed, automatically agrees for itself, and all subsequent owners of the Property, to observe and to be bound by all of the terms and conditions set forth in this Deed and in the documents identified above, all exhibits attached thereto, and all future amendments thereof including, without limitation, the provisions of any declarations or other covenants and restrictions applicable to the Property. The term Grantee used in this Deed shall include Grantee's heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed the day and year first above written.

GRANTOR:

Lennar Homes of Utah, Inc., formally known as CalAtlantic Homes of Utah, Inc


BY: BOBBY PEAVLEY
Its: VP SALES

STATE OF Utah

COUNTY OF Salt Lake

On the June 23, 2020, personally appeared before me, Bobby Peavley, who being by me duly sworn, did say that he/she, the said VP of Sales, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said VP of Sales duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of the said corporation.


Notary Public

My Commission Expires: 10/19/2020



EXHIBIT A

Lot 8, of PLAT "J-1", EVANS RANCH SUBDIVISION, according to the official plat thereof on file and of record in the office of the Utah County Recorder, Utah.

For identification Purposes Only: 38-615-0008