

CYNTHIA B FORTE
BERKELEY COUNTY
REGISTER OF DEEDS

Po Box 6122 ~ Moncks Corner, SC 29461 (843) 719-4084

*** THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE ***

*** ELECTRONICALLY RECORDED DOCUMENT ***

Instrument #:	2020046126	
Receipt Number:	188890	Return To:
Recorded As:	EREC-DEED	
Recorded On:	November 18, 2020	
Recorded At:	02:32:45 PM	Received From: SIMPLIFILE
Recorded By:	AMANDA WILKS	Parties:
Book/Page:	RB 3584: 615 - 622	Direct- LENNAR CAROLINAS LLC
Total Pages:	8	Indirect- AG ESSENTIAL HOUSING MULTI STATE 2 LLC

*** EXAMINED AND CHARGED AS FOLLOWS ***

Recording Fee:	\$15.00
Consideration:	\$6,337,450.00
County Tax:	\$6,971.25
State Tax:	\$16,477.50
Tax Charge:	\$23,448.75



RECEIVED

NOV 18, 2020

ASSESSOR
BERKELEY COUNTY SC
JANET B. JUROSKO
AUDITOR BERKELEY COUNTY SC

Cynthia B. Forte
Cynthia B Forte - Register of Deeds

AFTER RECORDING, RETURN TO:

Biskind, Hunt & Semro, PLC
 8901 E. Pima Center Pkwy., Suite 225
 Scottsdale, Arizona 85258
 Attn: Neil D. Biskind, Esq

STATE OF SOUTH CAROLINA)	TITLE TO REAL ESTATE
)	(LIMITED WARRANTY DEED)
COUNTY OF BERKELEY)	

KNOW ALL MEN BY THESE PRESENTS, that LENNAR CAROLINAS, LLC, a Delaware limited liability company (hereinafter whether singular or plural referred to as the “Grantor”), in the State aforesaid, for and in consideration of the sum of Six Million Three Hundred Thirty Seven Thousand Four Hundred Fifty and No/100 Dollars (\$6,337,450.00) and other good and valuable consideration to the Grantor in hand paid at or before the sealing and delivery of these presents by AG ESSENTIAL HOUSING MULTI STATE 2 LLC, a Delaware limited liability company (hereinafter referred to as the “Grantee”), in the State aforesaid, the receipt and sufficiency of whereof are hereby acknowledged, has granted, bargained, sold and released, and by these presents does hereby grant, bargain, sell and release unto the Grantee, its successors and assigns, forever, the following described property, to wit:

SEE EXHIBIT “A” ATTACHED HERETO AND
 INCORPORATED HEREIN BY REFERENCE FOR A FULL AND
 COMPLETE LEGAL DESCRIPTION OF THE PROPERTY
 BEING CONVEYED (THE “PREMISES”)

GRANTEE’S MAILING ADDRESS: For the purpose of this deed Grantee’s mailing address is:

AG Essential Housing Multi State 2 LLC
 c/o AGWIP Asset Management, LLC
 8585 E. Hartford Drive
 Suite 118
 Scottsdale, AZ 85255
 Attn: Steven S. Benson

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said Premises belonging or in any way incident or appertaining, including but not limited to all improvements of any nature located on the Premises and all easements and rights-of-way appurtenant to the Premises.

SUBJECT TO taxes for the current and all subsequent years, zoning ordinances and other similar government ordinances, regulations and restrictions and all matters of record.

TO HAVE AND TO HOLD all and singular the Premises unto the Grantee, its successors and assigns, forever.

AND the Grantor does hereby bind the Grantor and the Grantors' successors and assigns, to warrant and forever defend all and singular the Property unto the Grantee and the Grantee's successors and assigns against the Grantor and the Grantor's successors and against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, under or through the Grantor, but not otherwise.

The masculine singular pronouns used throughout this document shall be read as the masculine, feminine or neuter form of pronoun (in singular or plural) as the context shall require. In addition, the word "Heirs" shall be read as "Successors" in reference to any grantor or grantee which is not an individual.

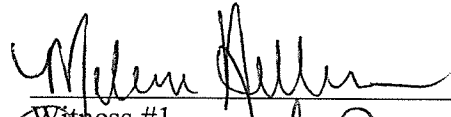
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed and has adopted as its seal the word "SEAL" appearing beside its name, this sealed instrument being executed and delivered on the date first above written.

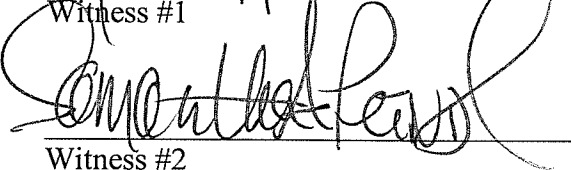
**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

GRANTOR:

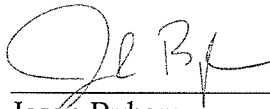
LENNAR CAROLINAS, LLC,
a Delaware limited liability company



Witness #1



Witness #2

By:  (SEAL)
Name: Jason Byham
Title: Vice President

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

I, the undersigned Notary Public for Charleston County, do hereby certify that Jason Byham, the Vice President of Lennar Carolinas, LLC, who is personally known to me, or who was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument, appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this 17 day of November, 2020.

(affix notarial stamp below)



Notary Public

Cassidy J Bozzelli

Print Name

My Commission Expires: 10/28/24

EXHIBIT "A"

BEING all of those certain lots, parcels or tracts of land being depicted and described as “**TRACT A-1 139.92 ACRES (INCLUSIVE OF 60’ ACCESS EASEMENT)**” and “**TRACT A-4 3.22 ACRES**” on that certain map or plat entitled “**A PLAT OF THE SUBDIVISION OF NORTH FAIRMONT TRACT – TMS# 211-00-02-009 (342.36 AC.) TO CREATE TRACT A-1 (139.92 AC., TRACT A-2 (61.42 AC.), TRACT A-3 (137.80 AC.), TRACT A-4 (3.22 AC.) & 60’ ACCESS EASEMENT**” dated 08/24/2020, prepared by Philip P. Gerard, PLS License No. 26596 of Thomas & Hutton Engineering Co. and recorded in the ROD Office for Berkeley County, South Carolina on 08-26-2020 as Plat/Instrument 2020032587.

DERIVATION: Being a portion of the same property conveyed to Lennar Carolinas, LLC by deed from Fairmont Pines, LLC dated December 4, 2019 and recorded December 6, 2019 in Deed Book 3212, Page 351 of the ROD Office for Berkeley County, South Carolina.

TMS/PARCEL ID NUMBER: Portion of TMS #211-00-02-009

STATE OF SOUTH CAROLINA

)

AFFIDAVIT

COUNTY OF BERKELEY

)

)

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The Property being transferred is located in Berkeley County, South Carolina and being a portion of TMS#: 211-00-02-00912 as more particularly described on **Exhibit "A"** attached hereto and incorporated herein.
3. Check one of the following: The deed is:
 - (a) ☒ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) ☐ exempt from the deed recording fee because (see #___ on Information section of Affidavit):
(If exempt, please skip items 4, 6, and 7, and go to item 8 of this affidavit)
 If exempt under exemption #14 as described in the information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ☐ or No ☐
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - (a) ☒ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of **\$6,337,450.00**
 - (b) ☐ The fee is computed on the fair market value of the realty which is \$_____
 - (c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is: \$_____
5. Check Yes ☐ or No ☒ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), and lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract between the lienholder and the buyer existing before the transfer) If "Yes," the amount of the outstanding balance of this lien or encumbrance is: \$_____
6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here:	\$6,337,450.00
(b) Place the amount listed in item 5 above here (if no amount place zero)	\$0
(c) Subtract Line 6(b) from Line 6(a) and place result here:	\$6,337,450.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: **\$23,448.75.**

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: **Grantor**
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SUBSCRIBED AND SWORN to before me this

17 day of November, 2020.

Cassidy J. Boxell
Notary Public

My Commission Expires: 10/28/24

[affix notarial stamp below]

GRANTOR:

LENNAR CAROLINAS, LLC,
a Delaware limited liability company

By: Jason Byham
Name: Jason Byham
Title: Vice President

INFORMATION

Except as provided in this paragraph, the term “value” means “the consideration paid or to be paid in money or money’s worth for the realty.” Consideration paid or to be paid in money’s worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money’s worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, “value” means the realty’s fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee’s interest in the partnership or trust. A “family partnership” is a partnership whose partners are all members of the same family. A “family trust” is a trust in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. “Family” means the grantor and the grantor’s spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A “charitable entity” means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed;
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagee or deed pursuant to foreclosure proceedings;
- (14) transferring realty from an agent to the agent’s principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty; and
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.