

Recording Requested By And
When Recorded, Return and
Send Tax Statements To:

GPR Ventures, LLC
2323 South Bascom Avenue, Suite 100
Campbell, California 95008
Attention: Phil Rolla; Kristi Kuechler

13900213 B: 11311 P: 165 Total Pages: 6
02/28/2022 01:36 PM By: zhook Fees: \$40.00
SWD- SPECIAL WARRANTY DEED
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120 SALT LAKE CITY, UT 84121

CT-151232-CAT
TIN 16-05-104-016 to 16-05-104-017

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations, the receipt of which is hereby acknowledged, 150 APARTMENTS, LP, a Delaware limited partnership ("Grantor"), does hereby grant and convey to CENTRAL MULTIFAMILY GPRV PARTNERS 38, LLC, a California limited liability company, as to an undivided 91.56% tenants in common interest; CAPUTO ORANGE, LLC, a California Limited Liability Company, as to an undivided 6.14% tenants in common interest; and WYYYLD, LLC, a California limited liability company, as to an undivided 2.30% undivided tenants in common interest (collectively "Grantee"), their successors and assigns forever, the following real property situated in the County of Salt Lake, State of Utah, to wit:

see Exhibit A attached hereto and made a part hereof by this reference,

(the "Property") together with all right, title and interest (if any) that Grantor may have in and to (i) all improvements and fixtures located in, on or thereunder, and (ii) the tenements, hereditaments and appurtenances thereto belonging, and (iii) the rents, issues and profits thereof;

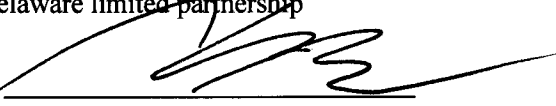
SUBJECT TO all liens, encumbrances, reservations in patents, covenants, conditions, restrictions, rights of way and easements of record, and those matters set forth on Exhibit B hereto.

Grantor does warrant the title as against all acts of Grantor and no other, subject to the matters above set forth.

[signature page follows]

IN WITNESS WHEREOF, Grantor has executed these presents as of February 8, 2022.

Grantor: 150 APARTMENTS, LP,
a Delaware limited partnership

By: 
Name: Chuck Bond
Title: Authorized Signatory

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

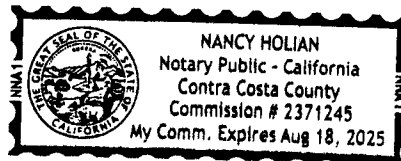
STATE OF CALIFORNIA)
) ss
COUNTY OF Contra Costa)

On February 8, 2022 before me, Nancy Holian, a Notary Public, personally appeared Chuck Bond, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.


WITNESS my hand and official seal.


Notary Public



IN WITNESS WHEREOF, Grantor has executed these presents as of February 8, 2022.

Grantor: 150 APARTMENTS, LP,
a Delaware limited partnership

By: 
Name: Chuck Bond
Title: Authorized Signatory

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STATE OF CALIFORNIA)
) ss
COUNTY OF Contra Costa)

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WITNESS my hand and official seal.


Notary Public

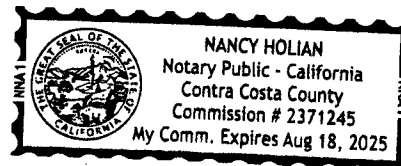


EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

The Land situated in the County of Salt Lake, State of Utah, and described as follows:

PARCEL 1:

Commencing at a point 3 rods South of the Northeast corner of Lot 1, Block 53, Plat "B", Salt Lake City Survey and running thence South 3 1/2 rods; thence West 10 rods; thence North 3 1/2 rods; thence East 10 rods to the place of beginning.

PARCEL 2:

Commencing at a point 6-1/2 rods South from the Northeast corner of Lot 1, Block 53, Plat "B", Salt Lake City Survey and running thence South 3-1/2 rods; thence West 10 rods; thence North 3-1/2 rods; thence East 10 rods to the place of beginning.

NOTE: Parcel Identification Numbers: 16-05-104-016 and 16-05-104-017 (for reference purposes only)

EXHIBIT B

LIST OF PERMITTED EXCEPTIONS

1. (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Any defect, lien, encumbrance, adverse claim, or other matter, that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
8. Any service, installation, connection, maintenance, or construction charges for sewer, water, electricity, or garbage collection or disposal, or other utilities unless shown as an existing lien by the Public Records.

The following affect Parcel 1 only:

9. Taxes for the year 2022 are accruing as a lien not yet due and payable under Parcel No. 16-05-104-016. Taxes for the year 2021 have been paid in the amount of \$16,795.96 under Parcel No. 16-05-104-016.
10. The herein described Land is located within the boundaries of Salt Lake City, Salt Lake Metropolitan Water District, Salt Lake City Mosquito Abatement District, Central Utah Water Conservancy District, and is subject to any and all charges and assessments levied thereunder.
11. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed herein. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
12. Claim, right, title or interest to water or water rights whether or not shown by the public records.

Special Warranty Deed
150 Apartments

Exhibit B-1

#2787258v8

13. Notice of Location Within an Historic District wherein said Land is located within the Salt Lake City Central City Historic District, dated August 8, 1995 and recorded August 8, 1995 as Entry No. 6137513 in Book 7202 at Page 1290.
14. Rights of tenant(s) in the Land, if any, and rights of all parties claiming by, through or under said tenant(s). The following affect Parcel 2 only:

The following affect Parcel 2 only:

15. Taxes for the year 2022 are accruing as a lien not yet due and payable under Parcel No. 16-05-104-017. Taxes for the year 2021 have been paid in the amount of \$3,765.65 under Parcel No. 16-05-104-017.
16. The herein described Land is located within the boundaries of Salt Lake City, Salt Lake Metropolitan Water District, Salt Lake City Mosquito Abatement District, Central Utah Water Conservancy District, and is subject to any and all charges and assessments levied thereunder.
17. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed herein. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
18. Claim, right, title or interest to water or water rights whether or not shown by the public records.
19. Notice of Location Within an Historic District wherein said Land is located within the Salt Lake City Central City Historic District, dated August 8, 1995 and recorded August 8, 1995 as Entry No. 6137513 in Book 7202 at Page 1290.
20. Rights of tenant(s) in the Land, if any, and rights of all parties claiming by, through or under said tenant(s).

The following affect Parcel 1 and 2:

21. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
22. Subject to the following matters disclosed on that certain survey prepared by Ensign Engineering, having been certified under the date of March 12, 2019, as Job No. 8784, by Patrick M. Harris, a Professional Land Surveyor holding License No. 286882:
 - a. Various utility lines and/or facilities lying outside of recorded easements
 - b. Fence lines do not coincide with record boundaries

Recording Requested By And
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GPR Ventures, LLC
2323 South Bascom Avenue, Suite 100
Campbell, California 95008
Attention: Phil Rolla; Kristi Kuechler

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02/28/2022 01:36 PM By: zhook Fees: \$40.00
SWD- SPECIAL WARRANTY DEED
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120 SALT LAKE CITY, UT 84121

CT-151240-CAF

TIN 16-05-104-012 & 16-05-104-013

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations, the receipt of which is hereby acknowledged, HEATHER ST. APARTMENTS, LP, a Delaware limited partnership ("Grantor"), does hereby grant and convey to CENTRAL MULTIFAMILY GPRV PARTNERS 38, LLC, a California limited liability company, as to an undivided 91.56% tenants in common interest; CAPUTO ORANGE, LLC, a California Limited Liability Company, as to an undivided 6.14% tenants in common interest; and WYYYLD, LLC, a California limited liability company, as to an undivided 2.30% undivided tenants in common interest (collectively "Grantee"), their successors and assigns forever, the following real property situated in the County of Salt Lake, State of Utah, to wit:

see Exhibit A attached hereto and made a part hereof by this reference,

(the "Property") together with all right, title and interest (if any) that Grantor may have in and to (i) all improvements and fixtures located in, on or thereunder, and (ii) the tenements, hereditaments and appurtenances thereto belonging, and (iii) the rents, issues and profits thereof;


SUBJECT TO all liens, encumbrances, reservations in patents, covenants, conditions, restrictions, rights of way and easements of record, and those matters set forth on Exhibit B hereto.

Grantor does warrant the title as against all acts of Grantor and no other, subject to the matters above set forth.

[signature page follows]

IN WITNESS WHEREOF, Grantor has executed these presents as of February 8, 2022.

Grantor: HEATHER ST. APARTMENTS, LP,
a Delaware limited partnership

By: 
Name: Chuck Bond
Title: Authorized Signatory

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

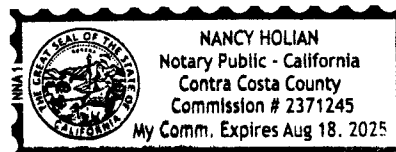
STATE OF CALIFORNIA)
COUNTY OF Contra Costa) SS

On February 8, 2022 before me, Nancy Holian, a Notary Public, personally appeared Chuck Bond, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.


WITNESS my hand and official seal.


Notary Public



IN WITNESS WHEREOF, Grantor has executed these presents as of February 8, 2022.

Grantor: HEATHER ST. APARTMENTS, LP,
a Delaware limited partnership

By: 
Name: Chuck Bond
Title: Authorized Signatory

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COUNTY OF Contra Costa) ss

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Notary Public

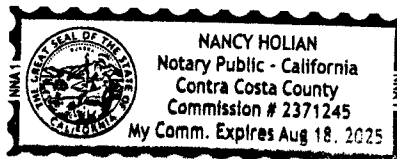


EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

The Land situated in the County of Salt Lake, State of Utah, and described as follows:

PARCEL 1:

Beginning 97 feet South from the Northeast corner of Lot 2, Block 53, Plat "B", Salt Lake City Survey and running thence South 68 feet; thence West 82.5 feet; thence North 68 feet; thence East 82.5 feet to the place of beginning.

PARCEL 1A:

A right of way over the West 9 feet of the East 1/2 of said Lot 2.

PARCEL 2:

Beginning at a point 35.17 feet West of the Southeast corner of Lot 2, Block 53, Plat "B", Salt Lake City Survey and running North 165 feet; thence West 39.08 feet; thence South 165 feet; thence East 39.08 feet to the place of beginning.

PARCEL 2A:

A non-exclusive right of way described as follows: The West 9 feet of the South one-half of the East one-half of Lot 2, Block 53, aforesaid.

PARCEL 2B:

A right of way over the following: Beginning 35.36 feet West and 36 feet North of the said Southeast corner of Lot 2, Block 53 and running thence North 54 feet; thence West 3.29 feet; thence South 54 feet; thence East 3.29 feet to the place of beginning.

NOTE: Parcel Identification Numbers: 16-05-104-012 and 16-05-104-013 (for reference purposes only)

EXHIBIT B

LIST OF PERMITTED EXCEPTIONS

1. (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Any defect, lien, encumbrance, adverse claim, or other matter, that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
8. Any service, installation, connection, maintenance, or construction charges for sewer, water, electricity, or garbage collection or disposal, or other utilities unless shown as an existing lien by the Public Records.
9. Taxes for the year 2022 are accruing as a lien not yet due and payable under Parcel No. 16-05-104-012. Taxes for the year 2021 have been paid in the amount of \$2,148.78 under Parcel No. 16-05-104-012. (affects Parcel 1)
10. Taxes for the year 2022 are accruing as a lien not yet due and payable under Parcel No. 16-05-104-013. Taxes for the year 2021 have been paid in the amount of \$2,212.15 under Parcel No. 16-05-104-013.(affects Parcel 2)
11. The herein described Land is located within the boundaries of Salt Lake City, Salt Lake Metropolitan Water District, Salt Lake City Mosquito Abatement District, Central Utah Water Conservancy District, and is subject to any and all charges and assessments levied thereunder.
12. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed herein. The Company makes no representation as to the present

ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

13. Claim, right, title or interest to water or water rights whether or not shown by the public records.
14. Notice of Location Within An Historic District wherein said Land is located within the Salt Lake City Central City Historic District, dated August 8, 1995 and recorded August 8, 1995 as Entry No. 6137513 in Book 7202 at Page 1290.
15. Right of Way Easement in favor of the Mountain States Telephone and Telegraph Company, to construct, operate, maintain and remove communication equipment and other facilities, from time to time, upon, over, under and across a portion of the subject Land, recorded October 10, 1916, as Entry No. 367280, in Book 3F, at Page 252. (exact location not disclosed)
16. A right of way for ingress and egress as disclosed in that certain Warranty Deed recorded April 5, 1990 as Entry No. 4901440 in Book 6210 at Page 2186, as shown on the ALTA/NSPS Survey prepared by Ensign Engineering, Project No. 8784, dated March 12, 2019.
17. Rights of tenants in possession, as tenants only, under unrecorded leases.
18. Subject to the following matters disclosed on that certain survey prepared by Ensign Engineering, having been certified under the date of March 12, 2019, as Job No. 8784, by Patrick M. Harris, a Professional Land Surveyor holding License No. 286882:
 - a. Fence lines do not coincide with record boundaries

Recording Requested By And
When Recorded, Return and
Send Tax Statements To:

GPR Ventures, LLC
2323 South Bascom Avenue, Suite 100
Campbell, California 95008
Attention: Phil Rolla; Kristie Kuechler

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Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120 SALT LAKE CITY, UT 84121

TIN 14-08-106-009
CT-151245-CAP

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations, the receipt of which is hereby acknowledged, 7TH AND 7TH APARTMENTS, LP, a Delaware limited partnership ("Grantor"), does hereby grant and convey to CENTRAL MULTIFAMILY GPRV PARTNERS 38, LLC, a California limited liability company, as to an undivided 91.56% tenants in common interest; CAPUTO ORANGE, LLC, a California Limited Liability Company, as to an undivided 6.14% tenants in common interest; and WYYYLD, LLC, a California limited liability company, as to an undivided 2.30% undivided tenants in common interest (collectively "Grantee"), their successors and assigns forever, the following real property situated in the County of Salt Lake, State of Utah, to wit:

see Exhibit A attached hereto and made a part hereof by this reference,

(the "Property") together with all right, title and interest (if any) that Grantor may have in and to (i) all improvements and fixtures located in, on or thereunder, and (ii) the tenements, hereditaments and appurtenances thereto belonging, and (iii) the rents, issues and profits thereof;

SUBJECT TO all liens, encumbrances, reservations in patents, covenants, conditions, restrictions, rights of way and easements of record, and those matters set forth on Exhibit B hereto.

Grantor does warrant the title as against all acts of Grantor and no other, subject to the matters above set forth.

[signature page follows]

IN WITNESS WHEREOF, Grantor has executed these presents as of February 8, 2022.

Grantor: 7TH AND 7TH APARTMENTS, LP,
a Delaware limited partnership

By: 

Name: Chuck Bond

Title: Authorized Signatory

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STATE OF CALIFORNIA)

COUNTY OF Contra Costa)

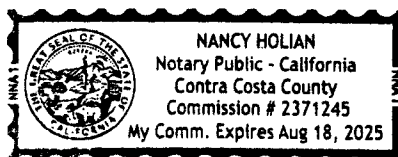
SS

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public



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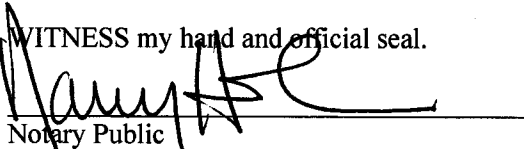
STATE OF CALIFORNIA)

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WITNESS my hand and official seal.


Notary Public

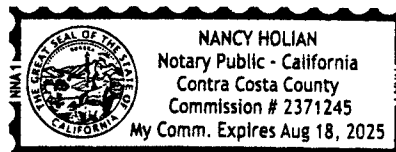


EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

The Land situated in the County of Salt Lake, State of Utah, and described as follows:

Commencing at the Northwest corner of Lot 4, Block 12, Plat "B", Salt Lake City Survey; thence South 169 feet; thence East 165 feet; thence North 169 feet; thence West 165 feet to the place of beginning.

NOTE: Parcel Identification Number: 16-08-106-009 (for reference purposes only)

EXHIBIT B

LIST OF PERMITTED EXCEPTIONS

1. (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Any defect, lien, encumbrance, adverse claim, or other matter, that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
8. Any service, installation, connection, maintenance, or construction charges for sewer, water, electricity, or garbage collection or disposal, or other utilities unless shown as an existing lien by the Public Records.
9. Taxes for the year 2022 are accruing as a lien not yet due and payable under Parcel No. 16-08-106-009. Taxes for the year 2021 have been paid in the amount of \$9,887.47 under Parcel No. 16-08-106-009.
10. The herein described Land is located within the boundaries of Salt Lake City, Salt Lake Metropolitan Water District, Salt Lake City Mosquito Abatement District, Central Utah Water Conservancy District, and is subject to any and all charges and assessments levied thereunder.
11. Ordinance No. 70 of 2005 Adopting the Central Community Master Plan, recorded November 22, 2005 as Entry No. 9560336 in Book 9220 at Page 4101.
12. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation

as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

13. Claim, right, title or interest to water or water rights whether or not shown by the public records.
14. A right of way as described in that certain Warranty Deed recorded May 28, 1999 as Entry No. 7370016 in Book 8281 at Page 8555 and Warranty Deed recorded May 1, 2013 as Entry No. 11632072 in Book 10134 at Page 2177.

The effects of that certain Declaration of Abandonment of Right of Way recorded August 3, 2005 as Entry No. 9451414 in Book 9169 at Page 2496.

15. Rights of tenant(s) in the Land, if any, and rights of all parties claiming by, through or under said tenant(s).
16. Subject to the following matters disclosed on that certain survey prepared by Ensign Engineering, having been certified under the date of March 7, 2019, as Job No. 8784, by Patrick M. Harris, a Professional Land Surveyor holding License No. 286882:
 - a. Various utility lines and/or facilities lying outside of recorded easements
 - b. Fence lines do not coincide with record boundaries

Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.