

Prepared By and Return to:

DHI Title of Florida, Inc.

Heather Andrews

1430 Culver Dr.

Palm Bay, FL 32907

106-202601118

Sales Price: \$1,335,000.00

Documentary Stamps: \$9,345.00

(Space Above This Line For Recording Data)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made and entered into this **2nd** day of **September 2020**, by **Indian River Preserve Estates Corp., a Nevada corporation, f/k/a Florida Land & Cattle Corporation, a Nevada corporation** (hereinafter referred to as "Grantor"), whose address is 7 Corporate Plaza Drive., Newport Beach, CA 92660, to **D.R. Horton, Inc., a Delaware corporation**, whose address is 1430 Culver Drive, NE, Palm Bay, FL 32907 (hereinafter referred to as "Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt of which is acknowledged, conveys to Grantee, Grantee's successors and assigns forever, the following described land, situate, lying and being in **Brevard** County, Florida:

Lots 1 through 7, Block A and Lots 1-26, Block B, THE LAKES AT INDIAN RIVER PRESERVE (PODS 12 AND 13), according to the map or plat thereof, recorded in Plat Book 68, Page 30, Public Records of Brevard County, Florida.

SUBJECT TO those matters identified on Exhibit "A" attached hereto and by this reference incorporated herein.

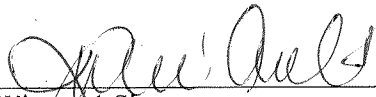
TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, to have and to hold the same in Fee Simple forever.

The Grantor hereby covenants with Grantee that, except as set forth herein, at the time of the delivery of this deed, the land was free from all encumbrances made by Grantor, and that Grantor will warrant and defend the title of the land against the lawful claims of all persons claiming by, through, or under Grantor, but against none other.

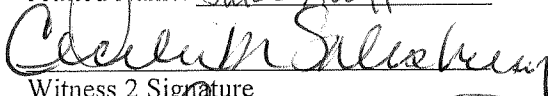
Signatures Continued Next Page

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed as of the day and year first above written.

Signed, Sealed and Delivered
In the Presence of:

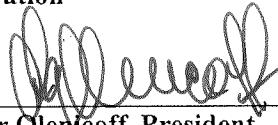


Witness 1 Signature
Printed Name: Julie Ault



Witness 2 Signature
Printed Name: Cecilia M. Salas

Indian River Preserve Estates Corp.,
a Nevada corporation, f/k/a Florida
Land & Cattle Corporation, a Nevada
corporation

By: 

Igor Olenicoff, President

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020, by Igor Olenicoff as President of Indian River Preserve Estates Corp., a Nevada corporation, f/k/a Florida Land & Cattle Corporation, a Nevada corporation, on behalf of the company. He/she is () personally known to me or () has produced _____ as identification.

TYPED NAME: _____

[Place Stamp Here]

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

See attached
Jurat

ACKNOWLEDGMENT

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.

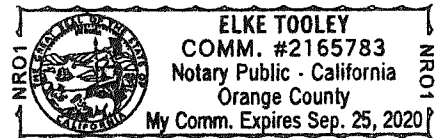
State of California
County of Orange

On August 28, 2020 before me, Elke Tooley, Notary Public
(insert name and title of the officer)

personally appeared Igor Olenicoff,
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.



Signature *Elke Tooley* (Seal)

Exhibit "A" to Special Warranty Deed

1. Taxes for the year 2020, which are not yet due and payable.
2. Restrictions, reservations, covenants, easements, conditions and all other matters as shown on Plat of the Lakes at Indian River Preserve (Pods 12 and 13) recorded in Plat Book 68, Page 30, of the Public Records of Brevard County, Florida.
3. Restrictions, covenants, conditions, dedication for Folsom Road, easements and other matters as contained on the Plat of Walkabout P.U.D., recorded in Plat Book 49, Page 27, of the Public Records of Brevard County, Florida. wherein the Dedication Note on said plat states the following: "No right-of-way, open space or other interest in the Platted lands is being dedicated to the Public or the County."
4. Restrictive covenants, conditions, easements, stipulations, reservations, associations and other provisions, as contained in instrument recorded in Official Records Book 8767, Page 2875, of the Public Records of Brevard County, Florida, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
5. Restrictive covenants, conditions, easements, stipulations, reservations, associations and other provisions for Walkabout Golf and Country Club, as contained in instrument recorded in Official Records Book 5522, Page 7854, as amended in Official Records Book 6930, Page 2738; Official Records Book 7410, Page 2729; Official Records Book 7573, Page 1211; as assigned in Official Records Book 6823, Page 2540 and further amended in Official Records Book 8399, Page 1187; Supplemental Declaration recorded in Official Records Book 8680, Page 2144, further Supplemented in Official Records Book 8767, Page 2970, of the Public Records of Brevard County, Florida, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).