

Prepared by and return to:
Stephen E. Spira
Spira Law Group, PA
4865 N. Wickham Road, #106
Melbourne, FL 32940

Parcel ID: 28-36-12-04-* -73
Our File #: 21-6030

Special Warranty Deed

This Indenture, Made this 30 day of July, 2021, A.D., Between LS-VEH LLC, a Delaware Limited Liability Company, whose address is 4885 N. Wickham Road, Melbourne, Florida 32940, Grantor, and Franklin Mitchell Utter and Christina Nichole Utter, Husband and Wife, whose address is: 2921 Bobby Jones Street, West Melbourne, FL 32904, Grantee.

Witnesseth that the GRANTOR for and in consideration of the sum of TEN DOLLARS (\$10) DOLLARS, and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Brevard State of Florida to wit:

Lot 73, Palm Garden Lakes, according to the plat thereof as recorded in Plat Book 66, Pages 63 through 66, Public Records of Brevard County, Florida.

Subject to:

1. Taxes for the year 2021 and subsequent thereto.
2. Easements, Restrictions and Limitations of Record.
3. Zoning and other regulatory ordinances, if any.

The Property Is conveyed subject to the following, which are equitable servitudes, perpetual and run with the land including, without limitation:

- A. Grantor and Grantee specifically agree that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall first 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.
- B. Any and all claims, disputes and controversies between Grantee and Grantor or Grantor's affiliates, shall be submitted to final and binding arbitration in Brevard County, Florida, and not to a court for determination, including without limitation those arising from or related to (a) this Agreement, (b) the deposit, (c) the land and/or Property, (d) misrepresentation or nondisclosure, (e) breach of any alleged duty of good faith or fair dealing, (f) violation of any law, rule or regulation, or (g) negligence or willful misconduct. Arbitration shall be conducted either (I) by an arbitrator mutually acceptable to You and Us in accordance with rules approved in writing by You, Us and the arbitrator; or (ii) if You and We do not mutually agree in writing upon an acceptable arbitrator within ten (10) days after the request of either party to the other, the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration and Mediation Rules that are In effect at the commencement of the arbitration proceedings. This agreement to arbitrate is governed by the Federal Arbitration Act (9 U.S.C. §1, at seq.), and the arbitrability of any issue will be decided by the arbitrator. If

the obligation to arbitrate is unenforceable, inapplicable, void, released or waived. for any reason, whether voluntarily or involuntarily, then Grantee and Grantor agree that venue for judicial determination of any claim, dispute or controversy will reside exclusively in Brevard County, Florida, and Grantee and Grantor waive any right to trial by Jury. The Limited Warranty Agreement also contains mandatory procedures for resolving disputes between Grantor and Grantee (including mandatory binding arbitration), and Grantee agrees to all the terms, conditions, restrictions, disclaimers, warranties, releases, procedures and waivers contained in the Limited Warranty Agreement, including the obligation to submit all claims, disputes and controversies between Grantor and Grantee and Grantor's affiliates to binding arbitration rather than to a court.

- C. Each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration.
- D. Grantee may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.
- E. 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.
- F. GRANTOR AND GRANTEE AGREE THAT THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS GRANTOR FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO IN SECTION J(3) ABOVE.
- G. THESE COVENANTS AND RESTRICTIONS ("DEED RESTRICTIONS") REQUIRING ARBITRATION AND RESOLUTION OF DISPUTES ARE INCORPORATED INTO THE DEED TO GRANTEE AND ARE MADE

COVENANTS RUNNING WITH THE LAND IN PERPETUITY, BINDING UPON ALL SUBSEQUENT GRANTEES, PURCHASERS, ASSOCIATIONS, SUCCESSORS AND ASSIGNS.

Together with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantees that grantor is lawfully seized of said land in fee simple; that grantor has good right and lawful authority to sell and convey said land; that grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantor, but against no others.

In Witness Whereof, the Grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Carissa Tyler
Print Name: Carissa Tyler

LS-VEH, LLC,
a Delaware limited liability company

By LANDSEA HOMES-WAB 2, LLC,
a Delaware limited liability company
Its Manager

Ryan Witzel
Print Name: Ryan Witzel

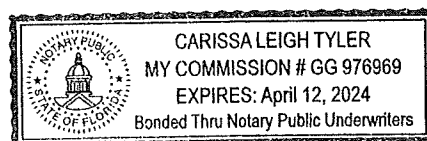
By: Landsea Homes US Corporation,
a Delaware corporation, its Manager

BY: [Signature]
Jed Lowry, Regional Vice President

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instruction was acknowledged before me by means of [X] physical presence or [] online notarization, this 29 day of July, 2021, by Jed Lowry, Regional Vice President of LANDSEA HOMES US CORPORATION, a Delaware corporation, Manager of LANDSEA HOMES-WAB 2, LLC, a Delaware limited liability company, Manager of LS-VEH, LLC, a Delaware limited liability company on behalf of the limited liability company, who is personally known to me or who has produced his as identification.

Carissa Leigh Tyler
NOTARY PUBLIC



LANDSEA HOMES- WAB 2 LLC

**WRITTEN CONSENT
OF THE MANAGER
IN LIEU OF SPECIAL MEETING**

May 11, 2021

The undersigned, being the sole manager (the "Manager") of Landsea Homes-WAB 2 LLC, a Delaware limited liability company (the "Company"), pursuant to authority to act without a meeting in accordance with Delaware Limited Liability Company Act, consents to the taking of the actions and adopts the resolutions set out below. This written consent of the Manager is in lieu of a special meeting of the Company's manager, and all of the actions taken and resolutions set out in it shall have the same force and effect as if they were taken or adopted at such special meeting. This written consent is executed on the date first written above and shall be filed in the Company's minute book.

1. Appointment of Officers.

WHEREAS, Section 4.8 of the Amended & Restated Limited Liability Company Agreement of the Company provides that the Manager may, at any time and from time to time, appoint or remove one or more officers of the Company;

WHEREAS, the Manager deems it in the best interest of the Company to appoint the persons set forth in Exhibit A to the offices set forth opposite their names;

NOW, THEREFORE, BE IT RESOLVED, that the persons set forth in Exhibit A be, and hereby are, appointed to the offices set forth opposite their names effective as of May 11, 2021.

RESOLVED FURTHER, that any person holding or purporting to hold any office at any time prior to the date hereof, other than the persons set forth in Exhibit A, be, and each of such persons hereby is, removed from office effective immediately.

RESOLVED FURTHER, that the officers of the Company shall have such other powers, responsibilities and authority as may be determined from time to time by the Member or Manager.

2. Omnibus Resolutions.

RESOLVED, that the officers of this Company are, and each of them acting alone is, hereby authorized to do and perform any and all such acts, including execution of any and all documents and certificates, as such officers shall deem necessary or advisable, to carry out the purposes of the foregoing resolutions.

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IN WITNESS WHEREOF, the undersigned has executed this written consent as
of the date first written above.

LANDSEA HOMES US CORPORATION,
a Delaware corporation
Its: Manager



Franco Tenerelli, Secretary

EXHIBIT A

OFFICER LIST

LANDSEA HOMES US CORPORATION
(f/k/a: LANDSEA HOMES INCORPORATED)

AFFILIATES AND SUBSIDIARIES

OFFICER LIST

EFFECTIVE MAY 11, 2021

CORPORATE OFFICERS

CORPORATE

John Ho Chief Executive Officer
Michael Forsum President and Chief Operating Officer
Franco Tenerelli Chief Legal Officer, Executive Vice President and Secretary

LEGAL

James Hultz Vice President

FINANCE/ACCOUNTING

Trent Schreiner Chief Accounting Officer
Bart Beasley Senior Vice President
Alex Emerson Vice President
Stephen Dobos Assistant Vice President & Corporate Controller
Janelle Humphrey Assistant Vice President
Michelle Sprekelmeyer Assistant Vice President
Jennifer Pocci Assistant Vice President
Michael Locher Assistant Vice President
Dan Kimmel Assistant Vice President

HUMAN RESOURCES

Taizo Shibayama Vice President

INFORMATION TECHNOLOGY

Karen Drescher Vice President

PROJECT DEVELOPMENT

Greg Balen Division President
Tom Baine Division President
Josh Santos Division President
Kaylee Smith Division President
Jed Lowry Regional Vice President

Peter Beucke.....Vice President
 Mark ChamberlainVice President
 David Mello.....Vice President
 Dan Kirk Assistant Vice President
 Emanuel Robinson Assistant Vice President
 Shannon Whittaker..... Assistant Vice President
 Jacquelyn Trommer Assistant Vice President
 Thuan Vo..... Assistant Secretary
 Ka Ho Yeung..... Assistant Secretary
 Chiara Basso..... Assistant Secretary
 Cris Estrada Assistant Secretary

SALES & MARKETING

Michelle ByrgeVice President
 Jim SuthVice President
 Scott RaneyVice President
 John Todd CondonVice President
 Patrick HigginsVice President
 Robyn L. Daly Assistant Vice President
 Karen Wormuth Assistant Vice President
 April Mueller Assistant Vice President
 Krista Jauregui Assistant Vice President

ACQUISITIONS

Jack RyeVice President
 Gene Strojek Assistant Vice President

CONSTRUCTION

Bob Montgomery.....Vice President
 Greg DahlVice President
 Eric Wayne..... Assistant Vice President
 Luis Ferreira Assistant Vice President

PURCHASING

Michael Betcher..... Assistant Vice President
 Norman Ho Assistant Vice President
 Dave Felix..... Assistant Vice President