

Prepared by and return to:

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Melbourne, FL 32940

321-254-3939

File Number: M212845

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Special Warranty Deed

THIS SPECIAL WARRANTY DEED, made and executed effective as of the 15 day of December, 2021 by LS-VEH Country Club Lakes LLC, a Delaware limited liability company, whose post office address is 660 Newport Center Drive, Ste 300, Newport Bch, CA 92660 (hereinafter referred to as the "Grantor"), and Carl Edward Green and Suzanne Lynn Green, a married couple whose post office address is 1503 Killian Drive NE, Palm Bay, FL 32905 (hereinafter referred to as the "Grantee");

WITNESSETH:

That said Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the Grantee that certain piece, parcel or tract of land situated in **Brevard County, Florida**, more particularly described as follows:

Lot 34 of COUNTRY CLUB LAKES ESTATES PHASE TWO, according to the Plat thereof as recorded in Plat Book 69, Pages 14 through 16, of the Public Records of Brevard County, Florida.

TOGETHER WITH all improvements, tenements, hereditaments and appurtenances belonging or in any way appertaining to such real property (all of the foregoing being hereinafter referred to as the "**Subject Property**");

TO HAVE AND TO HOLD the Subject Property in fee simple forever; and the Grantor does hereby covenant with and warrant to the Grantee that the Grantor is lawfully seized of the Subject Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Subject Property; and that the Grantor fully warrants the title to the Subject Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

THE conveyance made herein, however, is expressly made SUBJECT TO Deed restrictions defined and set forth on Exhibit "A" attached hereto and made a part hereof and easements, restrictions and other matters of record, this reference to which shall not act to reimpose same, and taxes and assessments for the year 2022 and thereafter.

IN WITNESS WHEREOF the Grantor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

Signed, sealed and delivered in the presence of:

LS-VEH COUNTRY CLUB LAKES LLC, a Delaware limited liability company

By: Landsea Homes-WAB 2 LLC, a Delaware limited liability company, its Manager

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

Carissa Tyler
Witness Name: Carissa Tyler
Alma Welsh
Witness Name: Alma Welsh

By: [Signature]
Jed Lowry, Regional Vice President

State of Florida
County of Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14 day of December, 2021 by Jed Lowry, Regional Vice President of Landsea Homes US Corporation, a Delaware corporation, as Manager of Landsea Homes-WAB 2 LLC, a Delaware limited liability company, as Manager of LS-VEH COUNTRY CLUB LAKES LLC, a Delaware limited liability company, on behalf of the companies, who ☒ is personally known to me or ☐ has produced a driver's license as identification.

[Notary Seal]

Carissa Leigh Tyler
Notary Public

Printed Name: _____

My Commission Expires: _____



EXHIBIT "A"

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, et 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.