

**This Instrument Was Prepared
By And Should Be Returned To:**

Lee E. Nelson, Esq.
Shutts & Bowen LLP
4301 W. Boy Scout Blvd., Suite 300
Tampa, Florida 33607

Parcel ID Nos. 29-36-04-06-F-62 29-36-04-06-G-21 29-36-04-06-G-22

SPECIAL WARRANTY DEED

This Special Warranty Deed (this “**Deed**”), executed on this 20th day of February, 2024, by **CHAPARRAL PROPERTIES, LLC**, a Florida limited liability company (“**Grantor**”), whose mailing address is 2502 N. Rocky Point Drive, Suite 1050, Tampa, Florida 33607, to **LENNAR HOMES, LLC**, a Florida limited liability company (“**Grantee**”), whose mailing address is 3931 RCA Boulevard, Suite 3105, Palm Beach Gardens, Florida 33410.

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 and sufficiency of which is hereby acknowledged, has granted, bargained, and sold to Grantee and Grantee’s successors and assigns forever, the real property situate, lying, and being in Brevard County, Florida, and described in **Exhibit “A”** attached hereto (the “**Property**”).

TOGETHER with all of the Grantor’s rights, title and interest in and to all licenses, approvals, tenements, hereditaments, easements, and appurtenances belonging or in any way appertaining to the Property.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantor hereby specially covenants with Grantee that Grantor is lawfully seized of the Property in fee simple, that Grantor has good right and lawful authority to sell and convey the Property and hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise, and that the Property is being conveyed to Grantee subject to all applicable zoning and governmental regulations, all matters which a physical inspection of the Property would disclose, and those permitted exceptions identified in **Exhibit “B”** attached hereto and made a part hereof, provided the foregoing shall not serve to reimpose the same.

[SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor has executed this Deed on the date first above written.

CHAPARRAL PROPERTIES, LLC, a Florida
limited liability company



Signature of Witness 1

Karessa Lopez

Printed Name of Witness 1

2502 N. Rocky Point Dr., #1050
Tampa, FL 33607

Address of Witness 1



Signature of Witness 2

Arianna Moreira

Printed Name of Witness 2

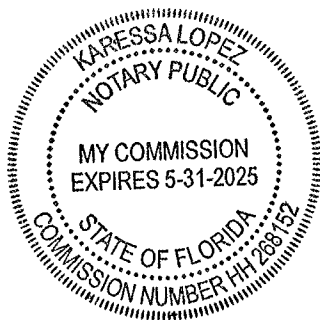
2502 N. Rocky Point Dr., #1050
Tampa, FL 33607

Address of Witness 1

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of (☒) physical presence or (☐) online notarization, this 12th day of February, 2024, by John M. Ryan, as an Authorized Person of **CHAPARRAL PROPERTIES, LLC**, a Florida limited liability company, on behalf of the limited liability company, who (☒) is personally known to me or (☐) has produced _____ as identification.

[Notary Seal]



Notary Public

Karessa Lopez

Name typed, printed or stamped

My Commission Expires: 5/31/2025

Exhibit "A"
Legal Description

Lot 62, Block F, of CHAPARRAL P.U.D. PHASE THREE B, according to the Plat thereof, as recorded in Plat Book 72, Pages 48 through 51, inclusive, of the Public Records of Brevard County, Florida.

and

Lots 21 and 22, Block G, of CHAPARRAL P.U.D. PHASE THREE B, according to the Plat thereof, as recorded in Plat Book 72, Pages 48 through 51, inclusive, of the Public Records of Brevard County, Florida.

Exhibit "B"
Permitted Exceptions

1. Taxes and assessments for the year 2024 and subsequent years, which are not yet due and payable.
2. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of CHAPARRAL P.U.D. PHASE THREE B, as recorded in Plat Book 72, Page 48, of the Public Records of Brevard County, Florida.
3. Notice of Establishment of Chaparral of Palm Bay Community Development District recorded in Book 8371, Page 1334, of the Public Records of Brevard County, Florida.
4. City of Palm Bay Water and Wastewater System Agreement by and between Chaparral Properties, LLC and the City of Palm Bay Florida, recorded July 12, 2019 in Book 8486, Page 747, of the Public Records of Brevard County, Florida.
5. Declaration of Consent to Jurisdiction of the Chaparral of Palm Bay Community Development District, Imposition of Special Assessments, and Imposition of Lien of Record recorded March 19, 2020 in Book 8696, Page 960, of the Public Records of Brevard County, Florida.
6. Lien of Record, Disclosure of Public Financing, and Maintenance of Improvements of the Chaparral of Palm Bay Community Development District (Series 2020A-1 Bonds) recorded March 19, 2020 in Book 8696, Page 1003, of the Public Records of Brevard County, Florida.
7. Lien of Record, Disclosure of Public Financing, and Maintenance of Improvements of the Chaparral of Palm Bay Community Development District (Series 2020A-2 Bonds) recorded March 19, 2020 in Book 8696, Page 1011, of the Public Records of Brevard County, Florida.
8. Declaration of Covenants, Conditions, Restrictions and Easements for Chaparral Homeowners Association, Inc., which contains provisions for a private charge or assessments, including any amendments or modifications thereto, recorded in Book 8802, Page 2339, as amended by First Amendment recorded in Book 8937, Page 2614, and by Second Amendment recorded in Book 9121, Page 2772 as corrected in Book 9475, Page 2202; First Supplemental Declaration in Book 9475, Page 2218; as further amended by Third Amendment recorded in Book 9504, Page 2870, all of the Public Records of Brevard County, Florida, among other things changed the name of the association to Tillman Lakes Homeowners Association, Inc., 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).
9. City of Palm Bay Resolution 2020-53 recorded in Book 8899, Page 764, of the Public Records of Brevard County, Florida.
10. Hold Harmless and Indemnification Agreement and Acknowledgement of Responsibility recorded in Book 9874, Page 1233, as to Lot 62, Block F, of the Public Records of Brevard County, Florida.
11. Hold Harmless and Indemnification Agreement and Acknowledgement of Responsibility recorded in Book 9934, Page 2530 and in Book 9944, Page 161, as to Lot 21, Block G of the Public Records of Brevard County, Florida.
12. Hold Harmless and Indemnification Agreement and Acknowledgement of Responsibility recorded in Book 9934, Page 2532 and in Book 9944, Page 163, as to Lot 22, Block G of the Public Records of Brevard County, Florida.