

Send Tax Notice to and  
after recording return to:

DTS Properties, LLC  
c/o DTS Properties Management, Inc.  
1111 N. Plaza Drive #200  
Schaumburg, Illinois 60173  
(847) 891-1888

This instrument prepared by:

Scott S. Frederick  
Baker Donelson  
420 20th Street North, Suite 1400  
Birmingham, AL 35203  
(205) 244-3856

STATE OF FLORIDA            )

INDIAN RIVER COUNTY        )

Parcel I.D. No. 33390500008000000001.0

**SPECIAL WARRANTY DEED**

Wells Fargo Bank, N.A., as Trustee for the registered holders of Banc of America Commercial Mortgage, Inc., Commercial Mortgage Pass-Through Certificates, Series 2005-1 ("**Grantor**"), whose mailing address is c/o C-III Asset Management LLC, 5221 North O'Connor Blvd., Suite 600, Irving, Texas 75039, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration to it paid by DTS Properties, LLC, an Illinois limited liability company ("**Grantee**"), whose mailing address is c/o DTS Properties Management, Inc., 1111 N. Plaza Drive #200, Schaumburg, Illinois 60173, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto the Grantee that certain tract of land ("**Land**") described on **Exhibit A** attached hereto and incorporated herein, together with all improvements thereon and all rights and appurtenances appertaining thereto (herein collectively called the "**Property**").

This conveyance is given and accepted subject to the permitted exceptions set forth on **Exhibit B** attached hereto and incorporated herein (herein called the "**Permitted Encumbrances**").

Grantee, by its acceptance hereof, agrees to assume and be solely responsible for payment of all ad valorem taxes pertaining to the Property for the calendar year 2016 and subsequent years; there having been a proper proration of same between Grantor and Grantee.

TO HAVE AND TO HOLD the Property and all improvements located thereon, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its legal representatives, successors, and assigns forever; and Grantor does hereby bind itself, its legal representatives, successors, and assigns to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the Permitted Encumbrances, unto Grantee, its legal representatives, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise.

OTHER THAN THE SPECIAL WARRANTY OF TITLE SET FORTH IN THIS DEED AND AS EXPRESSLY STATED IN THE AGREEMENT OF PURCHASE AND SALE WHEREBY GRANTEE AGREED TO PURCHASE FROM GRANTOR (THE "AGREEMENT"), AND GRANTOR AGREED TO SELL TO GRANTEE, THE PROPERTY, GRANTOR CONVEYS THE PROPERTY TO GRANTEE AND BY ACCEPTING THIS DEED, GRANTEE ACCEPTS THE PROPERTY **AS-IS, WHERE-IS, WITH ALL FAULTS** AND GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PHYSICAL CONDITION OR ANY OTHER ASPECT OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (I) THE STRUCTURAL INTEGRITY OF ANY IMPROVEMENTS ON THE PROPERTY, (II) THE MANNER, CONSTRUCTION, CONDITION, AND STATE OF REPAIR OR LACK OF REPAIR OF ANY OF SUCH IMPROVEMENTS, (III) THE CONFORMITY OF THE IMPROVEMENTS TO ANY PLANS OR SPECIFICATIONS FOR THE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY PLANS AND SPECIFICATIONS THAT MAY HAVE BEEN OR WHICH MAY BE PROVIDED TO GRANTEE, (IV) THE CONFORMITY OF THE PROPERTY TO PAST, CURRENT OR FUTURE APPLICABLE ZONING OR BUILDING CODE REQUIREMENTS OR THE COMPLIANCE WITH ANY OTHER LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY, (V) THE FINANCIAL EARNING CAPACITY OR HISTORY OR EXPENSE HISTORY OF THE OPERATION OF THE PROPERTY, (VI) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION, OR OTHERWISE, (VII) THE EXISTENCE OF SOIL INSTABILITY, PAST SOIL REPAIRS, SOIL ADDITIONS OR CONDITIONS OF SOIL FILL, SUSCEPTIBILITY TO LANDSLIDES, SUFFICIENCY OF UNDERSHORE, SUFFICIENCY OF DRAINAGE, (VIII) WHETHER THE PROPERTY IS LOCATED WHOLLY OR PARTIALLY IN A FLOOD PLAIN OR A FLOOD HAZARD BOUNDARY OR SIMILAR AREA, (IX) THE EXISTENCE OR NON-EXISTENCE OF ASBESTOS, UNDERGROUND OR ABOVE GROUND STORAGE TANKS, HAZARDOUS WASTE OR OTHER TOXIC OR HAZARDOUS MATERIALS OF ANY KIND OR ANY OTHER ENVIRONMENTAL CONDITION OR WHETHER THE PROPERTY IS IN COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS, (X) THE PROPERTY'S INVESTMENT POTENTIAL OR RESALE POTENTIAL AT ANY FUTURE DATE, AT A PROFIT OR OTHERWISE, (XI) ANY TAX CONSEQUENCES OF OWNERSHIP OF THE PROPERTY OR (XII) ANY OTHER MATTER WHATSOEVER AFFECTING THE STABILITY, INTEGRITY, FITNESS FOR USE OR OTHER CONDITION OR STATUS OF THE LAND OR ANY BUILDINGS OR IMPROVEMENTS SITUATED ON ALL OR PART OF THE PROPERTY (COLLECTIVELY, THE "PROPERTY CONDITIONS"), AND BY ACCEPTING THIS DEED, **GRANTEE HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY AND ALL ACTUAL OR POTENTIAL RIGHTS GRANTEE MIGHT HAVE REGARDING ANY FORM OF WARRANTY, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE PROPERTY, ITS IMPROVEMENTS OR THE PROPERTY CONDITIONS, SUCH WAIVER BEING ABSOLUTE, COMPLETE, TOTAL AND UNLIMITED IN ANY WAY, EXCEPT TO THE EXTENT OTHERWISE PROVIDED IN THE AGREEMENT.**

*[Signature Page Follows]*

WITNESS THE EXECUTION HEREOF which is effective as of the 22<sup>ND</sup> day of April, 2016.

Signed, sealed and delivered  
in the presence of:

[Signature]  
Print Name: DAN LITTAUER

[Signature]  
Print Name: Mark Moore

**GRANTOR:**

Wells Fargo Bank, N.A., as Trustee for the registered holders of Banc of America Commercial Mortgage, Inc., Commercial Mortgage Pass-Through Certificates, Series 2005-1

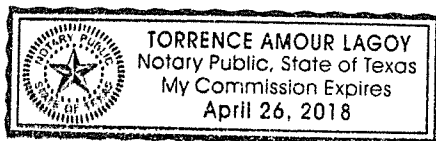
By: C-III Asset Management LLC,  
successor to J.E. Robert Company, Inc.,  
a Delaware limited liability company, in  
its capacity as special servicer pursuant  
to that certain Pooling and Servicing  
Agreement dated April 1, 2005

By: [Signature]  
Name: Don Edwards  
Title: Servicing Officer

STATE OF TEXAS                    )  
  ) ss.  
COUNTY OF DALLAS            )

This instrument was acknowledged before me on April 19, 2016, by Don Edwards, Servicing Officer of C-III Asset Management LLC, in its capacity as special servicer for Wells Fargo Bank, N.A., as Trustee for the registered holders of Banc of America Commercial Mortgage, Inc., Commercial Mortgage Pass-Through Certificates, Series 2005-1. He is personally known to me or has produced a driver's license as identification.

[seal]



Torrence A Lagoy  
Notary Public #12825050-5  
My commission expires: 4-26-2018

**EXHIBIT A****LAND DESCRIPTION**

The following described real property situated in Indian River County, Florida:

Being Lot 1, 2 and parts of Lots 3, 5, 8, 9 and 10 of Indian River Mall - the East Peripheral Subdivision, as recorded In Plat Book 14, Pages 60 and 60A, and more particularly described as follows:

Commencing, at the Southwest corner of Rivera Estates Subdivision per Plat Book 1, Page 12, Public Records of Indian River County, Florida; thence South  $00^{\circ} 07' 12''$  West a distance of 210.00 feet to a point, said point being the Northeast corner of Indian River Mall - The East Peripheral Subdivision; thence North  $89^{\circ} 52' 48''$  West along the North line of said Indian River Mall - the East Peripheral Subdivision a distance of 590.00 feet to a point; thence continuing along said North line South  $51^{\circ} 10' 06''$  West a distance of 85.58 feet to a point, said point being the principal point and place of beginning of the following description:

Thence due South a distance of 549.51 feet to a point; thence due West a distance of 10.86 feet to a point; thence due South a distance of 151.41 feet to a point; thence Northwesterly 55.578 feet along a curve to the right having a radius of 110.00 feet and a central angle of  $28^{\circ} 56' 56''$ , to a point; thence North  $47^{\circ} 00' 11''$  West a distance of 86.13 feet to a point; thence Northwesterly 44.920 feet along a curve to the left having a radius of 60.00 feet and a central angle of  $42^{\circ} 53' 43''$  to a point; thence North  $89^{\circ} 53' 54''$  West a distance of 263.80 feet to a point; thence North  $79^{\circ} 59' 44''$  West a distance of 50.00 feet to a point; thence South  $49^{\circ} 19' 36''$  West a distance of 43.94 feet to a point; thence 86.493 feet along a curve to the left with a radius of 264.21 feet and a chord length of 86.11 feet having a bearing of North  $46^{\circ} 31' 12''$  West to a point; thence North  $55^{\circ} 53' 54''$  West a distance of 270.00 feet to a point; thence North  $47^{\circ} 00' 00''$  West a distance of 150.00 feet to a point; thence North a distance of 35.00 feet to a point; thence North  $45^{\circ} 00' 00''$  East a distance of 262.00 feet to a point; thence 208.131 feet, along a curve to the left with a radius of 265.00 feet and a chord length of 202.82 feet having a bearing of North  $22^{\circ} 30' 00''$  East to a point; thence North 126.78 feet to a point; thence South  $49^{\circ} 43' 56''$  East a distance of 365.00 feet to a point; thence South  $66^{\circ} 53' 54''$  East a distance of 45.00 feet to a point; thence South  $89^{\circ} 53' 54''$  East a distance of 290.00 feet to a point; thence North  $51^{\circ} 10' 06''$  East a distance of 41.51 feet to a point, said point also being the point of beginning.

**EXHIBIT B****PERMITTED ENCUMBRANCES**

1. General or special taxes and assessments required to be paid in the year 2016 and subsequent years.
2. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Property, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
3. Easement for ingress and egress contained in Warranty Deed recorded in O.R. Book 581, Page 2806 and contained in Trustee's Deed recorded in O.R. Book 742, Page 466, Public Records of Indian River County, Florida.
4. All matters contained on the Plat of Indian River Mall - The East Peripheral Subdivision, as recorded in Plat Book 14, Page 60, Public Records of Indian River County, Florida.
5. Stormwater Drainage Easement recorded in O.R. Book 1085, Page 803, Public Records of Indian River County, Florida.
6. Covenants, conditions, and restrictions recorded in O.R. Book 1111, Page 701, together with Amendment recorded in O.R. Book 1262, Page 1269, Public Records of Indian River County, Florida, which contain provisions creating easements.
7. Access Easement recorded in O.R. Book 1130, Page 946, Public Records of Indian River County, Florida.
8. Stormwater Drainage Easements recorded in O.R. Book 1130, Page 950 and O.R. Book 1130, Page 956, Public Records of Indian River County, Florida.
9. Easement and Bill of Sale of Utility Facilities recorded in O.R. Book 1172, Page 1070, Public Records of Indian River County, Florida.
10. Easement and Bill of Sale of Utility Facilities recorded in O.R. Book 1172, Page 1053, partially released in O.R. Book 1582, Page 418, Public Records of Indian River County, Florida.
11. Electrical Easement recorded in O.R. Book 1172, Page 1028, Public Records of Indian River County, Florida.
12. Pipeline Easement recorded in O.R. Book 1172, Page 1016, Public Records of Indian River County, Florida.
13. Utility Easement recorded in O.R. Book 1262, Page 1262, Public Records of Indian River County, Florida.
14. Sanitary Sewer Easement recorded in O.R. Book 1344, Page 785, re-recorded in O.R. Book 1349, Page 2116, Public Records of Indian River County, Florida.
15. Parking Easement recorded in O.R. Book 1344, Page 793, re-recorded in O.R. Book 1349, Page 2124, Public Records of Indian River County, Florida.

16. Terms and conditions set out in Declaration of Access Easement recorded in O.R. Book 1484, Page 756, Public Records of Indian River County, Florida.
17. Memorandum of Lease from I R Mall Associates, LTD to Ross Florida Dress for Less, L.C., recorded August 16, 2001, under O.R. Book 1423, Page 650, Public Records of Indian River County, Florida.
18. Memorandum of Lease from IR Mall Associates, LTD to Bed Bath & Beyond Inc., recorded May 20, 2002, under O.R. Book 1490, Page 1788, Public Records of Indian River County, Florida.
19. Memorandum of Shopping Center Lease from I R Mall Associates, LTD to Michaels Stores, Inc., recorded August 26, 2002, under O.R. Book 1515, Page 1076, Public Records of Indian River County, Florida.
20. Easement for utilities recorded in O.R. Book 1571, Page 1280, Public Records of Indian River County, Florida.
21. Rights of tenants, as tenants only, under unrecorded leases
22. Any state of facts which a current survey of the Property would disclose.
23. Laws, regulations, resolutions or ordinances, including without limitation, building, zoning and environmental protection, as to the use, occupancy, subdivision, development, conversion or redevelopment of the Property currently or subsequently imposed by any government authority.