

PREPARED BY AND RETURN TO:

Stephen L. Kussner, Esquire

GrayRobinson, P.A.

401 East Jackson Street

Suite 2700

Tampa, Florida 33602

106-162600878

Parcel Identification No.: See Exhibit A attached hereto

NOTE TO RECORDER: Documentary stamp taxes in the amount of \$3,010.00 are being paid on \$430,000.00 consideration in connection with this Deed as required pursuant to Section 201.02, Florida Statutes.

Special Warranty Deed

THIS INDENTURE, made this 26th day of October, 2016, between SLV MILLSTONE, L.L.C., a Delaware limited liability company (hereinafter called the "Grantor"), whose address is 6310 Capital Drive, Suite 130, Lakewood Ranch, Florida 34202 and D.R. HORTON, INC., a Delaware corporation, whose address is 1430 Culver Drive NE, Palm Bay, Florida 32907, (hereinafter called the "Grantee").

W I T N E S S E T H :

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it in hand paid, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, its successors and assigns forever, all that certain parcel of land lying and being in the County of Indian River, State of Florida, as more particularly described in the Exhibit "A" annexed hereto and by this reference made a part hereof (the "Property").

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

SUBJECT TO real estate taxes for 2016 and all subsequent years, and all matters listed in Exhibit "B" annexed hereto and by this reference made a part hereof without reimposing the same.

TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the said Grantee, its successors and assigns, in fee simple forever.


And the Grantor does specially warrant the title to said land subject to the matters referred to above and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but not otherwise.

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

WITNESSES:

GRANTOR:

SLV MILLSTONE, L.L.C., a Delaware limited liability company

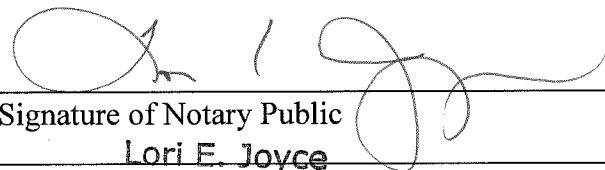

Print Name: Lori E. Joyce

By: 
Michael Moser, Authorized Signatory


Print Name: FANNIE MALONEY

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 26 day of October, 2016, by Michael Moser, as Authorized Signatory of SLV MILLSTONE, L.L.C., a Delaware limited liability company, on behalf of the limited liability company, who is personally known to me or who has produced _____ as identification.


Signature of Notary Public
Lori E. Joyce
(Print Notary Name)
My Commission Expires: 9/19/19

AFFIX NOTARY STAMP

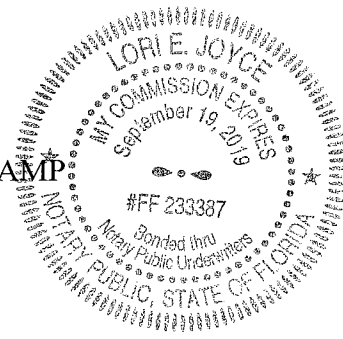


EXHIBIT "A"

Lots 385 through 426 and Lot 372, Millstone Landing P.D. Phases 4, 5 and 6, as per Plat thereof, recorded in Plat Book 28, Pages 53 through 66, of the Public Records of Indian River County, Florida.

Parcel Numbers: 33-39-34-00001-0090-00001/0 and 33-39-34-00001-0100-00001/0

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Taxes for the year(s) 2016, and subsequent years, which are not yet due and payable.
2. Restrictions, reservations, covenants, easements, conditions and all other matters as shown on Plat for Millstone Landing P.D. Phases 4, 5 and 6 as recorded in Plat Book 28, Pages 53 through 66, together with Affidavit recorded in Official Records Book 2973, page 74, of the Public Records of Indian River County, Florida.
3. Restrictive covenants, conditions, easements, stipulations, reservations and other provisions for Millstone South, as contained in instrument recorded in Official Record Book 2965, Page 2214, of the Public Records of Indian River 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).
4. Inter-Developers Agreement (17th Street) as recorded in Official Records Book 1884, Page 572 and Inter-Developers Agreement (35th Avenue) as recorded in Official Records Book 1884, Page 605, of the Public Records of Indian River County, Florida.
5. Bill of Sale of Utility Facilities as recorded in Official Records Book 2876, Page 1246, as to Phase 4, of the Public Records of Indian River County, Florida.
6. Bill of Sale of Utility Facilities as recorded in Official Records Book 2876, Page 1249, as to Phase 5, of the Public Records of Indian River County, Florida.
7. Bill of Sale of Utility Facilities as recorded in Official Records Book 2876, Page 1252, as to Phase 6, of the Public Records of Indian River County, Florida.
8. Easement to Indian River County recorded in Official Records Book 2876, Page 1201, of the Public Records of Indian River County, Florida.
9. Oil, gas and mineral rights reserved by the State of Florida in Deed Book 46, Page 26, of the Public Records of Indian River County, Florida. Note: The Right of Entry is released pursuant to FS 270.11(2)(b).
10. Riparian rights and littoral rights, if any, are neither insured nor guaranteed, as to any Lots 385 through 391 and Lot 372.
11. Matters arising as a result of the following:
 - a. Encroachments of improvements from adjoining lands onto the Property;
 - b. Encroachments of improvements from the Property onto adjoining lands;
 - c. Encroachments of improvements onto easements.