

Tax Parcel I.D. No.: 28-37-22-00-00266.0-0000.00

After Recordation, Return To:  
Riverside Abstract LLC  
1 Paragon Drive  
Suite 157  
Montvale, NJ 07645

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**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED made as of the 6th day of November 2023, between Windwood Apartments, LLC, a Florida limited liability company and Empirian Windwood II LLC, a Delaware limited liability company (a successor to Windwood Apartments, Ltd.) (together, the "Grantor"), and Grandview Apartments FL LLC, a Delaware limited liability company ("Grantee").

W I T N E S S E T H:

THAT, the Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration to it in hand paid by the Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold to the Grantee, its heirs and assigns forever, the following described real property ("Property"), lying and being in the County of Brevard, State of Florida, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

TOGETHER WITH, all rights of way, tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining.


This conveyance is subject to taxes and assessments for the year 2023, all subsequent years, all matters set forth on Exhibit B hereto and all matters of record, without serving to reimpose the same.

Subject to such items, Grantor hereby warrants title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantors, but against none other.

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**GRANTOR:**


WINDWOOD APARTMENTS, LLC

By:   
Name: Jason Gelfond  
Title: Authorized Signatory

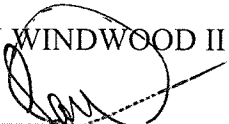
Signed and delivered in the presence of:

**WITNESS:**

Sign:   
Witness # 1  
Print: Rivkah Levovitz

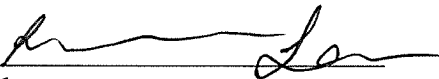
Sign:   
Witness # 2  
Print: Esther Waxman

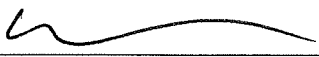
EMPIRIAN WINDWOOD II LLC

By:   
Name: Jason Gelfond  
Title: Authorized Signatory

Signed and delivered in the presence of:

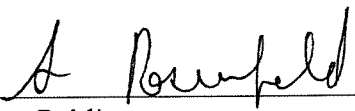
**WITNESS:**

Sign:   
Witness # 1  
Print: Rivkah Levovitz

Sign:   
Witness # 2  
Print: Esther Waxman

State of New Jersey                    )  
  ) ss:  
County of OCEAN                    )

On the 1<sup>ST</sup> day of Nov in the year 2023 before me, the undersigned, personally appeared Jason Gelfond personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public

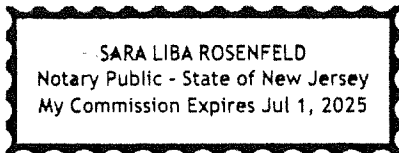


Exhibit A

The land referred to herein below is situated in the County of Brevard, State of Florida, and described as follows:

## Parcel A

Part of the East half of Lot 24, Section 22, Township 28 South, Range 37 East, according to the Plat of Florida Indian River Land Company, as recorded in Plat Book 1, Page 164, Public Records of Brevard County, Florida, being more particularly described as follows:

Commence at the intersection of the East line of said Lot 24 and the North right-of-way of Palm Bay Road for the Point of Beginning; thence North  $89^{\circ}35'25''$  West along the said North right-of-way of Palm Bay Road on a line 132 feet North of and parallel with the South line of the North half of said Section 22, a distance of 40.00 feet; thence North  $0^{\circ}39'21''$  East parallel with and 40 feet West of the East line of said Lot 24, a distance of 346.40 feet; thence North  $89^{\circ}48'18''$  West parallel with the North line of said Lot 24, a distance of 289.27 feet to the West line of the East half of said Lot 24; thence North  $0^{\circ}37'58''$  East along the said West line of the East half, a distance of 436.40 feet; thence South  $89^{\circ}20'39''$  East 55.00 feet; thence North  $67^{\circ}46'32''$  East 77.55 feet; thence North  $00^{\circ}39'21''$  East 14.00 feet; thence South  $89^{\circ}20'39''$  East 203.00 feet; thence South  $0^{\circ}39'21''$  West along the East line of said Lot 24, a distance of 824.46 feet to the Point of Beginning. Lying and being situate in Brevard County, Florida.

## Parcel B

Part of the East half of Lot 24, Section 22, Township 28 South, Range 37 East, according to the Plat of Florida Indian River Land Company, as recorded in Plat Book 1, Page 164, Public Records of Brevard County, Florida, being more particularly described as follows:

Commence at the intersection of the East line of said Lot 24 and the North right-of-way line of Palm Bay Road; thence North  $00^{\circ}39'21''$  East along said East line of Lot 24, for a distance of 824.46 feet to the Point of Beginning of this description; thence North  $89^{\circ}20'39''$  West 203.00 feet; thence South  $00^{\circ}39'21''$  West 14.00 feet; thence South  $67^{\circ}46'32''$  West 77.55 feet; thence North  $89^{\circ}20'39''$  West 55.00 feet to the West line of the East half of said Lot 24; thence North  $00^{\circ}37'58''$  East along the West line of the East half of Lot 24, for a distance of 408.00 feet to the North line of said Lot 24; thence South  $89^{\circ}48'18''$  East along said North line of Lot 24, for a distance of 329.61 feet to the Northeast corner of Lot 24; thence South  $00^{\circ}39'21''$  West along the East line of Lot 24 for a distance of 366.50 feet to the Point of Beginning.

Together with ingress and egress easement rights as created and as set forth in Agreement recorded August 7, 1979, in Official Records Book 2087, Page 1154 and as corrected in Corrective Agreement recorded September 25, 1979, in Official Records Book 2097, Page 2137, all of the Public Records of Brevard County, Florida.

Exhibit B

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I – Requirements are met.
2. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservation of interest that are not listed.
3. All taxes, water, sewer rent charges and other miscellaneous assessments not entered prior to date of closing, which might include charges for use prior to the date of the policy.
4. Taxes or special assessments which are not shown as existing liens by the public records.
5. Rights or claims of parties in possession not shown by the public records.
6. Easements, or claims of easements, not shown by the public records.
7. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
8. Any lien, or right to a lien, for services, labor, or material hereto or hereafter furnished, imposed by law and not shown by the public records.
9. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled, and artificially exposed lands and lands accreted to such lands.
10. General or special taxes and assessments for the year 2023 and subsequent years, which are not yet due and payable.
11. Any lien arising under Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water system, sewer system or gas system servicing the lands described herein.
12. Any existing unrecorded leases and all rights there under of the lessees and of any person claiming by, through or under the lessees.
13. Easement in favor of Florida Power & Light Company recorded December 7, 1972, in Official Records Book 1299, Page 23, Public Records of Brevard County, Florida.
14. Easement Deed in favor of Nottus Incorporated recorded September 22, 1978, in Official Records Book 1943, Page 605; as affected by Quit Claim Deed recorded January 20, 1988, in

Official Records Book 2875, Page 1419; as further affected by Quit Claim Deed recorded January 20, 1988, in Official Records Book 2875, Page 1426, all of the Public Records of Brevard County, Florida.

15. Agreement by and between Windwood Apartments, Ltd., a Florida partnership and Windwood Apartments II, Ltd., a Florida partnership recorded August 7, 1979, in Official Records Book 2087, Page 1154; Corrective Agreement recorded September 25, 1979, in Official Records Book 2097, Page 2137, all of the Public Records of Brevard County, Florida.

16. Easement in favor of Florida Power & Light Company recorded June 6, 1980, in Official Records Book 2237, Page 2461, Public Records of Brevard County, Florida.

17. Easement in favor of Florida Power & Light Company recorded June 6, 1980, in Official Records Book 2237, Page 2473, Public Records of Brevard County, Florida.

18. Declaration of Easement by and between Windwood Apartments, Ltd., a Florida limited partnership and Windwood Apartments II, Ltd., a Florida limited partnership recorded January 20, 1988, in Official Records Book 2875, Page 1447, Public Records of Brevard County, Florida.

19. Agreement for Joint Utilization and Maintenance of Lift Station by and between Firstdev One, a joint venture, Condev Corporation, a Delaware corporation, Windwood Apartments, Ltd., a Florida limited partnership and Windwood Apartments II, Ltd., a Florida limited partnership recorded May 12, 1988, in Official Records Book 2905, Page 2290, Public Records of Brevard County, Florida.

20. Easement in favor of Florida Premier Group Limited, a Florida limited partnership recorded September 26, 1994, in Official Records Book 3423, Page 3246, Public Records of Brevard County, Florida.

21. Easement and Memorandum of Agreement in favor of Bright House Networks, LLC recorded August 3, 2012, in Official Records Book 6659, Page 2336, Public Records of Brevard County, Florida.

3839 Flatlands Avenue, Suite 208  
Brooklyn, NY 11234



212 Second Street, Suite 502  
Lakewood, NJ 08701

## LIMITED LIABILITY COMPANY AFFIDAVIT

Title No.: **RANTL-50027A-5**

**STATE OF NEW JERSEY**

**COUNTY OF** Ocean

Before me, the undersigned authority, personally appeared Jason Gelfond ("Affiant"), who, being duly sworn according to law, deposes and says:

1. Affiant is an Authorized Signatory of Windwood Apartments, LLC, a Florida limited liability company, and Empirian Windwood II, LLC, a Delaware limited liability company (the "LLCs").
2. The LLCs are currently in existence under valid articles of organization and regulations and have not been terminated or dissolved.
3. The LLCs are the owners of the following described real property:  
  
**1591 Windwood Drive, Palm Bay, FL 32905**  
**1500 Windwood Drive, Palm Bay, FL 32905**  
  
(the "Property")
4. The LLCs are not in bankruptcy and, if the LLC is a single member entity, the single member is not in bankruptcy.
5. are duly authorized to execute any instruments affecting the Property on behalf of the LLC.
6. If a full or partial copy of any document is attached hereto as Exhibit "A", it shall be incorporated herein and made a part hereof, and Affiant represents that the copy is true and correct.
7. Affiant declares that Affiant has read the foregoing document and that the facts stated in it are true.
8. Affiant is giving this Affidavit in his or her capacity as Authorized Signatory of the LLC and not individually and shall have no personal liability with respect to this Affidavit.

Signature page to follow.

Windwood Apartments, LLC

BY: \_\_\_\_\_

Name: Jason Gelfond

Title: Authorized Signatory

Empirian Windwood II LLC

By: \_\_\_\_\_

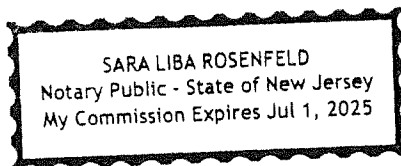
Name: Jason Gelfond

Title: Authorized Signatory

The foregoing instrument was acknowledged before me by means of X physical presence or \_\_\_\_\_ online notarization this 11/1/23 (date) by Jason Gelfond, Authorized Signatory of Windwood Apartments, LLC, a Florida limited liability company, and Empirian Windwood II LLC, a Delaware limited liability company, on behalf of the company, who is personally know to me or has produced \_\_\_\_\_ (type of identification) as identification.

S. Rosenfeld  
Notary Public

(Notary Seal)



\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_

Signature Page for Windwood LLC Affidavit