

PREPARED BY AND RETURN TO:  
John E. Moore, III, Esquire  
ROSSWAY MOORE & TAYLOR  
5070 North Highway A-1-A, Suite 200  
Vero Beach, FL 32963  
Court House Box #87

Parcel I.D. No.: 33390900019000000029.0

**WARRANTY DEED**

THIS WARRANTY DEED made this 22 day of March, 2010 by **DAVID J. O'BRIEN and JULIE VARGO, husband and wife**, whose post office address is: 4875 13<sup>th</sup> Lane, Vero Beach, Florida 32966, hereinafter collectively called the Grantor, and **JULIE VARGO-O'BRIEN, as Trustee of the Revocable Trust Agreement of Julie Vargo-O'Brien dated March 2, 2006**, whose post office address is: 4875 13<sup>th</sup> Lane, Vero Beach, Florida 32966, hereinafter called the Grantee.

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

**W I T N E S S E T H:**

That the Grantor, for and in consideration of Ten and No/100 (\$10.00) Dollars and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Indian River County, Florida, viz:

**Lot 29, OLD SUGAR MILL ESTATES UNIT III, according to the plat thereof, as recorded in Plat Book 11, Page 98, of the Public Records of Indian River County, Florida.**

Subject to the following:

1. Taxes for the year 2009 and subsequent years; and
2. Conditions, covenants, restrictions, easements, and limitations of record, without thereby reimposing the same, and all applicable zoning ordinances;

**AND** the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to 2009.

The Grantee, as Trustee, has the full power and authority to protect, conserve, sell, convey, lease, encumber and to otherwise manage and dispose of the above-described real property pursuant to F.S. 689.071.

This instrument has been prepared solely from information provided by the parties

hereto. There are no express or implied guarantees as to marketability of title, accuracy of the description, or quantity of land described, as no examination of title to the property has been conducted.

Pursuant to the holding in Department of Revenue v Race, 743 So.2d 169 (Fla. 5th DCA 1999), Section 201.02(1) requires a purchaser and consideration before documentary stamp taxes are due. As there was no purchaser in connection with the transaction evidenced by this conveyance, there could be no consideration or a purchase exchanged or paid in this transaction. Accordingly, only minimal documentary stamp tax is due and payable.

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

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

**IN WITNESS WHEREOF**, the said Grantor have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Mary Lynne McDonald  
Print Name Mary Lynne McDonald

DAVID J. O'BRIEN  
DAVID J. O'BRIEN

Ronda S. Jackson  
Print Name Ronda S. Jackson

Mary Lynne McDonald  
Print Name Mary Lynne McDonald

JULIE VARGO O'BRIEN  
JULIE VARGO O'BRIEN

Ronda S. Jackson  
Print Name Ronda S. Jackson

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 22 day of March, 2010, by **DAVID J. O'BRIEN** and **JULIE VARGO-O'BRIEN** who are  personally known to me or  have produced \_\_\_\_\_ as identification and who have sworn an oath.

Gwenn Jones  
Notary Public, State of Florida at Large  
