

Record 27.00  
Stamps 2,800.00

This Document Prepared By and Return to:

Box 65  
Charles E. Garris, Esquire  
CHARLES E. GARRIS P.A.  
819 Beachland Boulevard  
Vero Beach, Florida 32963  
Telephone: (772) 231-1995

Parcel ID Number: 33-40-16-00016-0000-00003.0

### WARRANTY DEED

THIS WARRANTY DEED made the 10<sup>th</sup> day of September, 2010, by **Robert B. Thayer, a single man**, whose address is Post Office Box 1367, Lihue, HI 96766 ("Grantor") to **Nancy N. Thayer, as Trustee of the Family Trust under the Bruce W. Thayer Revocable Trust dated April 1, 1994, as amended and restated**, whose address is c/o 819 Beachland Boulevard, Vero Beach, Florida, 32963 ("Grantee").

(Wherever used herein, the terms "Grantor" and "Grantee" referred to singularly or collectively, include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

**WITNESSETH:** That the Grantor, for and in consideration of the sum of TEN DOLLARS and NO/100 (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, **an undivided one-third interest** in that certain land situate in Indian River County, Florida, described as follows:

**Lot 3, REPLAT OF SHORELANDS WEST SUBDIVISION, according to the plat thereof recorded in Plat Book 12, Page 38 of the Public Records of Indian River County, Florida.**

**NON-HOMESTEAD:** The property is not the homestead property of the Grantor herein nor does it adjoin the homestead property of the Grantor. No member of the Grantor's family resides therein. The Grantor resides in Hawaii.

**TOGETHER** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining and those certain powers set forth in the attached Exhibit "A".

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

AND the Grantor hereby covenants with the Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that 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; however, subject to restrictions, easements, and matters appearing on the plat or otherwise common to the subdivision; public utility easements of record, and taxes accruing subsequent to December 31, 2009.

No title search nor review of a title abstract was performed in conjunction with the preparation of this Warranty Deed.

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

Signed, sealed and delivered in the presence of:

[Signature]  
PRINTED: Pamela Yasay

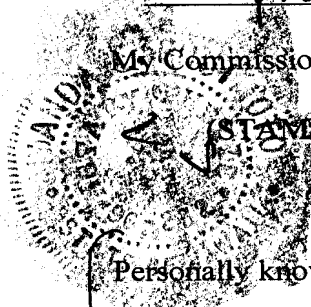
[Signature]  
ROBERT B. THAYER

[Signature]  
PRINTED: WANDA E. FUJIMOTO

STATE OF HAWAII  
COUNTY OF KAUAI

The foregoing instrument was sworn to and acknowledged before me this 10<sup>th</sup> day of September, 2010, by Robert B. Thayer.

My Commission expires: 6-14-2012



(STAMP/SEAL)

[Signature]  
Notary Public WANDA E. FUJIMOTO

Personally known \_\_\_\_\_ OR Produced Identification wp

Type of Identification Produced State of Hawaii I.D.

NOTARY PUBLIC CERTIFICATION  
Wanda E. Fujimoto, Fifth Circuit  
Doc. Description: Warranty Deed

No. of Pages: 3 Date of Doc. 9/10/2010 2

[Signature] 9/10/2010  
Notary Signature Date

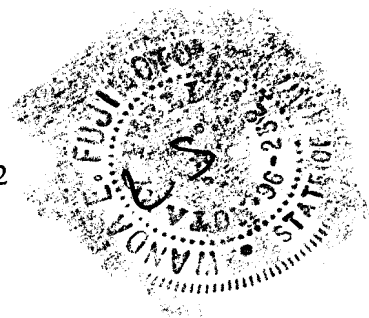


EXHIBIT "A"

Full power and authority is granted by this Deed to the Trustee named as Grantee or its successors to protect, conserve, sell, lease, encumber or otherwise to manage and dispose of the real estate or any part of it. In the event of the death or incompetence of the Trustee named above, the Trustee's personal representative, legally appointed guardian, or successor under any written trust agreement pursuant to which the Trustee holds title, as the case may be, shall act as successor Trustee with full powers as enumerated above.

In no case shall any party dealing with the Trustee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the premises, or be obliged or privileged to inquire into any of the terms of the Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by Trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under such conveyance, lease or other instrument (a) that at the time of its delivery the trust created by this indenture and by the Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in the Trust Agreement and is binding upon all beneficiaries under such instruments, (c) that Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or in trust, that such successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust.

Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with the real estate may be entered into by it in the name of the then beneficiaries under the Trust Agreement, as their attorney in fact, by this Deed irrevocably appointed for such purposes, or, at the election of Trustee, in its own name as Trustee of an express trust and not individually and Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of Trustee shall be applicable for its payment and discharge, and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of each and every beneficiary under this Deed and under the Trust Agreement referred to previously and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and such interest is declared to be personal property, and no beneficiary under this Deed shall have any title or interest, legal or equitable, in or to the real estate as such but only an interest in the earnings, avails and proceeds from such real estate as aforesaid.