

Rec. 44.00
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This Document Prepared By and Return to:

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

**THIS IS A CORRECTIVE DEED
WARRANTY DEED**

THIS WARRANTY DEED made the 20th day of February, 2012, by **Ann G. Hamner**, and **George F. Hamner**, her husband, whose address is 650 Highway A1A, Vero Beach, Florida 32963 ("Grantors") to **Ann G. Hamner**, as Trustee of the Ann G. Hamner Qualified Personal Residence Trust u/a/d December 27, 2011, whose address is 650 Highway A1A, Vero Beach, Florida 32963 ("Grantee").

This deed is made to correct a scrivener's error contained in that deed recorded in O.R. Book 2545, Pages 869-872, Public Records of Indian River County, Florida.

(Wherever used herein, the terms "Grantors" and "Grantees" 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, all of Grantor's interest in that certain land situate in Indian River County, Florida, described as follows:

Parcel No.: 33-40-16-00000-0010-00009.0

SEE ATTACHED EXHIBIT "A"

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

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, 2010, which shall not operate to reimpose the same.

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:

Diane Innes
PRINTED: Diane Innes

Ann G Hamner
ANN G. HAMNER

Charles E. Garriss
PRINTED: Charles E. Garriss

George F. Hamner
GEORGE F. HAMNER

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was sworn to and acknowledged before me this 20 day of February, 2012 by ANN G. HAMNER and GEORGE F. HAMNER, who are personally known to me.

Charles E. Garriss
Notary Public

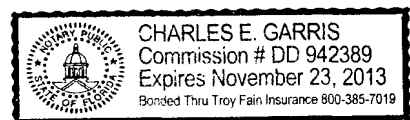


EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

From the Southwest corner of Government Lot 1, Section 16, Township 33 South, Range 40 East, run East on the South line of said Government Lot 1 a distance of 1757.41 feet; thence run North 257.16 feet to a concrete monument; thence run East on a line parallel to the South line of aforesaid Government Lot 1 a distance of 375.45 feet, more or less, to the Mean High Water Line of the Atlantic Ocean and the point of beginning; thence returning across last mentioned course, run West a distance of 375.45 feet, more or less, to a concrete monument; thence run North 100 feet to a concrete monument; thence run East on a line parallel to the South line of said Government Lot 1 a distance of 296.50 feet to the Mean High Water Line of the Atlantic Ocean; thence meandering the Mean High Water Line in a Southeasterly direction a distance of 120 feet, more or less, to the point of beginning; said property lying and being in Government Lot 1, Section 16, Township 33 South, Range 40 East, Indian River County, Florida;

TOGETHER WITH all littoral and riparian rights appertaining thereto.

PARCEL 2:

From the Southwest corner of Government Lot 1, Section 16, Township 33 South, Range 40 East, run East on the South line of said Government Lot 1 a distance of 1757.41; thence run North 257.16 feet to a concrete monument and the point of beginning; thence run North 100 feet to a concrete monument; thence run West 80 feet to a concrete monument; thence run South 100 feet to a concrete monument; thence run East 80 feet to a concrete monument to the point of beginning, said property lying and being in Government Lot 1, Section 16, Township 33 South, Range 40 East, Indian River County, Florida.

SUBJECT to an easement on, over and upon the South 5' thereof for the purposes and upon the terms and conditions as set forth in Paragraph 6 of that certain Agreement, recorded in Official Record Book 334, page 293, Public Records of Indian River County, Florida

BOTH PARCELS BEING SUBJECT to and together with certain easements, restrictions, covenants and agreements as set forth in an Agreement between David Tingle and Janet M. Tingle, his wife, and Della Hart Stringham, dated November 21, 1969 and recorded in Official Record Book 334 at page 293, Public Records of Indian River County, Florida.

PARCEL 3:

And also the East 25.00 feet of the South 100.00 feet of the following described parcel: Part of the North 200 feet of the South 457.16 feet of Government Lot 1, Section 16, Township 33 South, Range 40 East, lying East of State Road A-1-A being more particularly described as follows:

Beginning at the intersection of the South line of the North 200 feet of the South 457.16 feet of Government Lot 1 of said Section 16 and the East right-of-way of State Road A-1-A; thence run East along a line parallel to and 257.16 feet North of the South line of said Government Lot 1, a distance of 1303.65 feet to an iron pipe; said iron pipe being 1677.41 feet East of and 257.16 feet North of the Southwest corner of said Government Lot 1, Section 16; thence run North a distance of 200 feet; thence run West and parallel to the South line of said Government Lot 1 a distance of 325.00 feet; thence run South to the South line of the North 200 feet of said South 457.16 feet of Government Lot 1; thence run East along said South line of North 200 feet of South 457.15 feet a distance of 325.00 feet to the point of beginning.

SUBJECT to and together with an easement on, over and above the South 5 feet thereof to join with an easement adjacent to and contiguous, and lying East, for the purposes and upon the terms and conditions as set forth in Paragraph No. 6 of that certain Agreement, recorded in Official Record Book 334, Page 293, Public Records of Indian River County, Florida.

EXHIBIT "B"

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 both of the Trustees named above, the last surviving 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.