

This Instrument Prepared By  
And Should Be Returned To:  
Berry Walker  
Walker & Tudhope, P.A.  
225 S Westmonte Drive, Suite 2040  
Altamonte Springs, Fla., 32714

This deed is exempt from document stamps Pursuant to Florida Statute  
201.0201(3)

SPACE ABOVE THIS LINE FOR PROCESSING DATA

**QUIT-CLAIM DEED**

THIS QUIT-CLAIM DEED, executed this 27<sup>th</sup> day of December, 2013 by, Elite Trust & Escrow Company, LLC, a Florida limited liability company, first party, to, Elite Trust & Escrow Company, LLC a Florida limited liability company, as Trustee of the Vero 95 Land Trust whose address is 225 S. Westmonte Drive, Suite 2040, Altamonte Springs, Florida 32714, second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the said first party, for and in consideration of the sum of \$10.00, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Indian River, State of Florida, to-wit:

See Exhibit A

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behalf of the said second party forever.

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

Signed, sealed and delivered in  
the presence of:

Print name: CO. J. J. Walker, P.A.

Print name: LISA SHULTZ

Elite Trust & Escrow Company, LLC as Trustee of the Vero 95  
95 Land Trust  
By Walker & Tudhope, P.A. as Manager

Print Name: Berry J. Walker, Jr., President

STATE OF Florida  
COUNTY OF Seminole

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Berry J. Walker, Jr., As President of Walker & Tudhope, P.A., Managing Member of Elite Trust and Escrow Company, LLC, as Trustee of the Vero 95 Land Trust, to me known to be the person described in, or who produced as identification, and who executed the foregoing Quit-Claim Deed and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State aforesaid this 27<sup>th</sup> day of December, 2013.



Notary Public  
Printed Name: LISA SHULTZ  
Commission #: EE 203685

File No.: FT29-29-13-000299  
Commitment No.: 29-13-000299

### LEGAL DESCRIPTION EXHIBIT "A"

The following property in Indian River County, Florida:

Lots 2, 3, 4, 5, 16, 17 and 18, Block A, Lots 1, 2, 3, 16, 17 and 18, Block H; Lots 1, 2 and 3, Block J, VERO TROPICAL GARDENS UNIT I, according to the Plat thereof, as recorded in Plat Book 4, Page 75, of the Public Records of Indian River County, Florida; LESS AND EXCEPT those portions of Lots 2, 3, 17 and 18, Block A; Lots 1 and 18, Block H and Lot 1, Block J, lying within the right of way of State Road 9 (U.S. I-95) and State Road 60.

Also Lots C-14 and C-15, VERO TROPICAL GARDENS, UNIT 2, according to the Plat thereof, as recorded in Plat Book 6, Page 64, of the Public Records of Indian River County, Florida, LESS AND EXCEPT portions of said lots lying within the right of way of State Road 9 (U.S. I-95) and State Road 60; and LESS AND EXCEPT property described in Deed dated March 28, 1970 from John N. Fountain, Jr. and George J. Claeys and Polly J. Claeys, his wife, to Humble Oil and Refining Company as recorded in Official Records Book 345, Page 513, of the Public Records of Indian River County, Florida.

TOGETHER WITH all of grantors' right title and interest in and to that certain non-exclusive perpetual easement reserved to the grantors herein contained in Deed dated March 28, 1970 to the Humble Oil and Refining Company, recorded in Official Records Book 345, Page 513, of the Public Records of Indian River County, Florida, over and across the following described land:

From the point of beginning of the above tract of land run N 89°16'32" W along the North R/W line of State Road No. 60 for 60.00 feet to a point; thence run N 0°43'28" E at right angles to the North R/W line of State Road No. 60 for 48.00 feet to a point; thence run S 89°16'32" E parallel to the North R/W line of State Road No. 60 for 60.00 feet to a point; thence run S 0°43'28" W for 48.00 feet to the point of beginning, said tract of land lying and being situated in Indian River County, Florida.

TOGETHER WITH:

That certain Street known as 133rd Avenue, being 70 feet in width, lying South of the North line of Lot 3 of Block H, and South of the North line of Lot 16, Block A, and that certain street known as 134th Avenue, being 70 feet in width, lying South of the North line of Lot 16, Block H, and South of the North line of Lot 3, Block J, VERO TROPICAL GARDENS, UNIT 1, according to the Plat thereof, as recorded in Plat Book 4, Page 75, of the Public Records of Indian River County, Florida. Pursuant to Resolution recorded December 19, 1974 in Official Records Book 481, Page 585, of the Public Records of Indian River County, Florida.

AND ALSO TOGETHER WITH:

A portion of 94th Avenue adjacent to Lots 4 and 5, in Block "A", VERO TROPICAL GARDENS UNIT 1, as vacated by Resolution No. 97-70 as recorded in Official Records Book 1165, Page 2553, of the Public Records of Indian River County, Florida.

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**ADDENDUM TO QUIT CLAIM DEED – TRUSTEE POWERS**

**THE TRUSTEE NAMED IN THIS DEED IS GRANTED FULL** power and authority pursuant to Section 689.071, Florida Statutes, with respect to the said premise or any part of it, and at any time or times, to subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys, and to vacate any subdivision or part thereof, and to re-subdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to donate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property or any part thereof, from time to time, in possession or reversion by leases to commence now or later, and upon any terms and for any period or periods of time and to renew or extend leases upon any terms and for any period or periods of time and to amend, change, or modify leases and the terms and provisions thereof at any time hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole, or any part of the reversion and to contract respecting the manner of fixing the amount of present or future renters, to partition or to exchange said property or any part thereof for other real or personal property, to grant easements or changes of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any persons owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

**IN NO CASE** shall any party dealing with the said trustee in relation to said premises to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement, and every deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or climbing under such conveyance, lease or other instrument (a) that at the time of delivery thereof, the trust created by this Indenture and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in full accordance of the trust's conditions and imitations contained herein and in said Trust Agreement, or in some amendment thereof and binding upon all beneficiaries there under, and (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage, or other instrument.

**THE INTEREST** of each and every beneficiary hereunder 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 disposition of said real estate, and such interest is hereby declared to be personal property. No beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails, and proceeds thereof as aforesaid.