

Prepared by and return to:

William J. Stewart, Esq.

Rossway Swan Tierney Barry Lacey & Oliver P.L.

2101 Indian River Blvd. Suite 200

Vero Beach, FL 32960

772-231-4440

File Number: 45138-002

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Warranty Deed

This Warranty Deed made as of this 25th day of January, 2017, between **R. Thomas Davidson and Marianne Davidson, husband and wife**, whose post office address is **5620 N. Harbor Village Drive, #201, Vero Beach, FL 32967**, Grantor, and **Thomas T. Terp, a married man**, whose post office address is **225 Binnacle Point, Vero Beach, FL 32963**, Grantee:

(Whenever 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, trusts and trustees)

Witnesseth, that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in **Indian River County, Florida** to-wit:

Lot 125, The Moorings Unit Five, "The Anchor", according to the map or plat thereof as recorded in Plat Book 9, Page 98, Public Records of Indian River County, Florida.

Parcel Identification Number: 33-40-21-00008-0000-00125/0

Subject to the following:

1. Taxes subsequent to December 31, 2016; and
2. Covenants, conditions, restrictions, easements, and limitations of record, without thereby reimposing the same, and all applicable zoning ordinances;

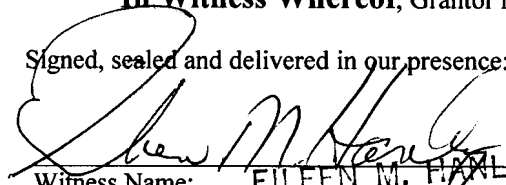
And the Grantor, subject to the foregoing, hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

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.

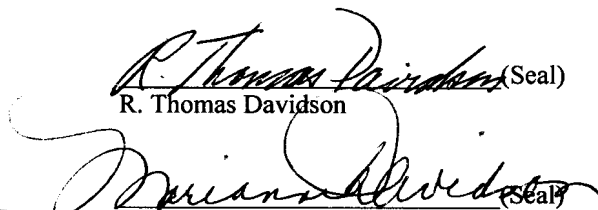
In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:


 Witness Name: EILEEN M. HANLEY

 (Seal)
 R. Thomas Davidson


 Witness Name: William J. Stewart

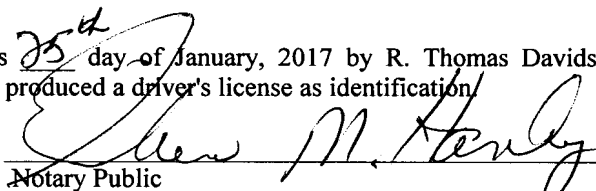
 (Seal)
 Marianne Davidson

"Grantor"

State of Florida
 County of Indian River

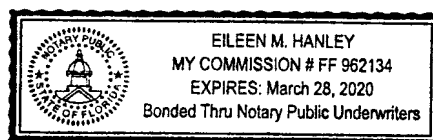
The foregoing instrument was acknowledged before me this 25th day of January, 2017 by R. Thomas Davidson and Marianne Davidson, who [X] are personally known or [] have produced a driver's license as identification.

[Notary Seal]


 Notary Public

Printed Name: EILEEN M. HANLEY

My Commission Expires: _____



**THE ANCHOR PROPERTY OWNERS' ASSOCIATION, INC.
WAIVER OF RIGHT OF FIRST REFUSAL**

BE IT HEREBY KNOWN, that THE ANCHOR PROPERTY OWNERS' ASSOCIATION, INC., a non-profit corporation, existing under the laws of the State of Florida, hereby and herewith waives and relinquishes its right of first refusal to purchase the following described property presently owned by:

Name R. Thomas & Marianne Davidson
Address 225 Binnacle Point
Vero Beach, Florida 32963

And which is being transferred to:

Name Thomas T. Terp
Address 4740 Hilltop Lane, Cincinnati, OH 45293
Tel No. 513-271-2963

and for which sale the **broker**/lawyer/closing agent is: Judy Roberts – Charlotte Terry Real Estate Group
and whose telephone number is: (772) 234-8500
with a proposed closing date of: January 11, 2017

Lot 125, The Moorings, Sub Unit V, The Anchor, according to the Plat thereof as recorded in Plat Book 9, pages 98 through 98-D, of the Public Records of Indian River County, Florida.

This Waiver is for the sole purpose of waiving and relinquishing the above-proposed transaction and is not a waiver or relinquishment of its right of first refusal to purchase the above-described property should anyone other than the above-named proposed purchaser take title to the same or upon subsequent sale of the property by the proposed purchaser.

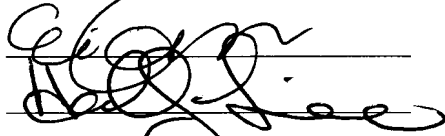
This Waiver is subject to:

- 1). Proof of payment of outstanding property owner assessments by date of settlement. Such sum will be reserved at settlement and paid to The Anchor Property Owners' Association, Inc.
- 2). Buyer affidavit of receipt and intended compliance with community restrictions and architectural criteria.

IN WITNESS WHEREOF, The Anchor Property Owners' Association, Inc., has caused these present to be executed in its name and its corporate seal to the hereunto affixed by its Board Member, this 16th day of December, 2016.

THE ANCHOR PROPERTY OWNERS' ASSOCIATION, INC.

WITNESS:



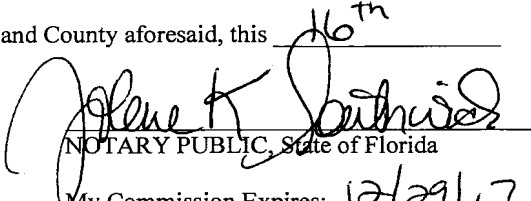
BY:


Board Member
(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid, to take acknowledgements, personally appeared Melissa Kohenberg, well known to me to be the President of the corporation named in the foregoing instrument and that he acknowledged executing the same freely and voluntarily under authority duly vested in him by said corporation.

WITNESS my hand and official seal in the State and County aforesaid, this 16th day of December, 2016.


NOTARY PUBLIC, State of Florida

My Commission Expires: 12/29/17

