

Prepared by and return to:

William J. Stewart, Esq.

Rossway Swan Tierney Barry & Oliver, P.L.

2101 Indian River Blvd., Suite 200

Vero Beach, FL 32960

772-231-4440

File Number: 45386-001

Will Call No.: 87

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Warranty Deed

This Warranty Deed made as of this 16th day of June, 2020 between **Thomas T. Terp**, a single man whose post office address is **425 Walnut Street, Suite 1800, Cincinnati, OH 45202-3957**, grantor, and **Donald Bradford Mahaney and Janice Ann Mahaney**, husband and wife whose post office address is , 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

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

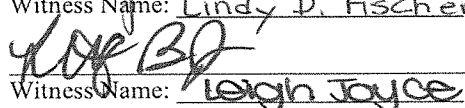
To Have and to Hold, the same in fee simple forever.

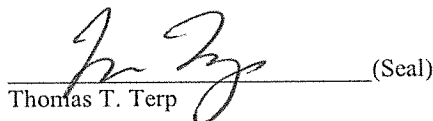
And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2019**.

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: Cindy D. Fischer


Witness Name: Leigh Joyce

 (Seal)
Thomas T. Terp

State of Ohio
County of FRANKLIN

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11th day of June, 2020 by Thomas T. Terp, who ☒ is personally known or ☐ has produced a driver's license as identification.

[Notary Seal]



CINDY D. FISCHER
Notary Public, State Of Ohio
My Commission Expires June 30, 2021

Cindy D. Fischer

Notary Public

Printed Name:

Cindy D. Fischer

My Commission Expires:

06/30/2021

**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 Thomas Terp
Address 225 Binnale Point
Vero Beach, Florida 32963

And which is being transferred to:

Name Donald & Janice Mahaney
Address 900 White Tail Ave. SW, Vero Beach, FL 32968
Tel No. 203-550-2795

and for which sale the **broker**/lawyer/closing agent is: Kathleen Provancher – Dale Sorenson
and whose telephone number is: 772-231-4712
with a proposed closing date of: June 16, 2020

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 12 day of June, 2020.

THE ANCHOR PROPERTY OWNERS' ASSOCIATION, INC.

WITNESS:

[Signature]
[Signature]

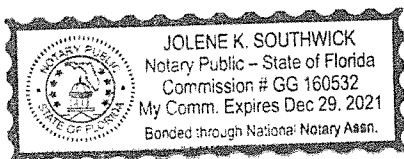
BY:

[Signature]
Board Member
(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 12th day of June, 2020, by Melissa Rotherberger, the President for The Anchor Property Owners' Association, Inc. who is personally known to me or who has produced _____ as identification.

[Notary Seal]



[Signature]
NOTARY PUBLIC, State of Florida

My Commission Expires: 12/29/21