3120240036927 RECORDED IN THE RECORDS OF RYAN L. BUTLER, CLERK OF CIRCUIT COURT INDIAN RIVER CO FL BK: 3714 PG: 1732, 7/30/2024 1:34 PM D DOCTAX PD \$0.70

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> Prepared by and return to: George A. Glenn, Sr. Attorney at Law Law Offices of Glenn & Glenn 2165 15th Ave. Vero Beach, FL 32960 772-569-0442 File Number: Denton

Will Call No.: 88

Parcel ID: 31382300000500000001.0

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# **Trustee's Deed**

This Trustee's Deed made this Haday of June, 2024 between Kimberly Denton Greenwood, individually and as Trustee of the Robert Denton Jr. Revocable Living Trust dated September 2, 2003, whose post office address is 2701 N. Quincy Street, Arlington, VA 22207, grantor, and Kimberly Denton Greenwood, a married woman, whose post office address is 2701 N. Quincy Street, Arlington, VA 22207, and Robert Denton, III, a married man, whose post office address is 2724 Winnpage Road, Flower Mound, TX 75002, 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 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 grantees heirs and assigns forever, the following described land, situate, lying and being in Indian River County, Florida, to-wit:

### Legal Description: See attached Exhibit A

This deed was prepared without a title search and a legal description was supplied by the parties. The preparer of this instrument assumes no liability for the state of the title or any inaccuracies of the legal description.

Grantor further warrants that the above-described property does not and never has constituted her homestead and is not now and never has been contiguous to Grantor's homestead.

**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 claiming by, through or under grantors.

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 signature	Kimberly Denion Greenwood,
Sanjida chowdhunux	individually and as Trustee 2701 N. Quincy Street Arlington, VA 22207
Printed signature Witness Address: 875 N Randalph St	
Antington JA 22203	
Witness signature	
Printed signature Witness Address: 815 1 Rundolph)	
Actingian VA 22003	
State of Virginia County of Acluston	
day of 3000, 2024, by Kimberly Dent	teans of [X] physical presence or [_] online notarization, this 25th ton Greenwood, individually and as Trustee of the Robert Denton is personally known or [\sqrt{]}] has produced a driver's license as
[Notary Seal]  JASHON MAURICE BOWEN NOTARY PUBLIC REGISTRATION # 8081164 COMMONWEALTH OF VIRGINIA MY COMMISSION EXPIRES JUNE 30, 2027	Notate Public  Printed Name: Jashon M. Bowen  My Commission Expires: 06/30/2027

That part of the South 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 23. Township 31 South, Range 38 East, lying East of Sebastian River, and also,

That part of the Northeast 1/4 of the Southwest 1/4 of Section 23, Township 31 South, Range 38 East, lying East of the Sebastian River, except that part lying Morth of State Road 512 in Indian River County, Florida.

All lying and being in Indian River County, Floridal

Subject to Easement by Florida Power & Light Company, as set forth in Official Record Book 300, Page 292, Public Records of Indian River County, Florida.

Subject to Sebastian River Drainage District (n/k/a St. Sebastian River Water Management District) Easement, as set forth in Official Record Book 134, Page 680 and Official Record Book 208, Page 73, both of the Public Records of Indian River County,

Subject to right-of-way for County Road 512.

LESS,

to wit:

Begin at the intersection of the North line of the South Weet the Southwest 1/4 of Section 23, Township 31 South, Range 39 East, and the West right-of-way line of Starboard Street, according to the Plat of SEBASTIAN HIGHLANDS, UNIT 13, recorded in Plat Book 7, at Page 82A, of the Public Records of Indian River County, Florida, and run South 0° 17' 01" West, along the West right-of-way line of Starboard Street, a distance of 968.72 feet to a point; thence run North 89° 39' 38" West, a distance of 130.16 feet to a point; then run South 30° 40' 05" West, a distance of 237.95 feet to the East right-of-way line of the St. Sebastian River; then run North 36° 42' 48" West, along the East right-of-way line of the St. Sebastian River, a distance of 972.65 feet to the South right-of-way line of C.R. 512, then run North 38° 19' 27" East, along the South right-of-way line of C.R. 512, a distance of 506.44 feet to a point on the North line of the South ½ of the Southwest 1/4 of Section 23; then run South 89° 30' 59" East, along said North line, a distance of 523.76 feet to the Point of Beginning.

38E

OR 1516PG287

### **Affidavit**

# [Trust — Unrecorded Trust — Excerpts]

**BEFORE ME**, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared Kimberly Denton Greenwood, Trustee of the Robert Denton Jr. Revocable Trust dated September 2, 2003, ("Affiant"), who deposes and says under penalties of perjury that:

1. This affidavit is made with regard to the following described property:

Starboard Street, Sebastian, FL Property;

See Attached Legal Description - Exhibit A

- 2. By deed recorded 12/3/2003 in O.R. 1666, Page 571, Public Records of Indian River County, Florida, ("Deed") title to the real property described in item 1 above ("Property") was taken in the name of Robert Denton, Jr. and Jeanette M. Denton, Trustees of the Robert Denton Jr. Revocable Trust dated September 2, 2003.
- 3. Affiant is the trustee of that certain trust and amendments, if any ("Trust") as described in Deed. Attached hereto as Exhibit B are the pertinent pages of the Trust showing the appointment of the trustee.
- 4. Affiant has full power and authority to *convey* the Property. See excerpt of trust as Exhibit C describing such authority.
- 5. Nothing in the Trust prohibits or restricts the Affiant from *conveying* the Property.
- 6. The Trust has been in full force and effect during the period of ownership of the Property.

Kin bull Destar Melewood Kimberly Dengin Greenwood, Trustee (Affiant)

STATE OF VIRGINIA

COUNTY OF Arlymator

The foregoing instrument was sworn to and subscribed before me by means of physical presence or online notarization this 25 day of 1000 , 2024, by Kimberly Denton Greenwood,

Trustee, who [] is personally known or M has produced Driver's \\Configurer's \\C

[Notary Seal]

JASHON MAURICE BOWEN NOTARY PUBLIC REGISTRATION #8081164 COMMONWEALTH OF VIRGINIA MY COMMISSION EXPIRES JUNE 30, 2027

**Notary Public** 

Printed Name: Jashon M. Bowen
My Commission Expires: 06 20 2027

That part of the South 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 23, Township 31 South, Range 38 East, lying East of Sebastian River, and also,

That part of the Northeast 1/4 of the Southwest 1/4 of Section 23, Township 31 South, Range 38 East, lying East of the Sebastian River, except that part lying North of State Road 512 in Indian River County, Florida.

All lying and being in Indian River County, Florida.

Subject to Easement by Florida Power & Light Company, as set forth in Official Record Book 300, Page 292, Public Records of Indian River County, Florida.

Subject to Sebastian River Drainage District (n/k/a St. Sebastian River Water Management District) Easement, as set forth in Official Record Book 134, Page 680 and Florida.

Subject to right-of-way for County Road 512.

LESS,

to wit:

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38E

OR 1516PG287

# THE ROBERT DENTON REVOCABLE TRUST DATED THE 2nd DAY OF September 2003

THIS TRUST AGREEMENT is entered into by and between ROBERT DENTON, of the County of Indian River, State of Florida, hereinafter called "Trustor" and ROBERT DENTON and JEANETTE M. DENTON of the County of Indian River, State of Florida, hereinafter referred to as "Cotrustees".

Reference in this Trust to the "Trustee" shall be deemed a reference to whomever is serving as Trustee or Co-Trustees, whether original, alternate, or successor.

The initial primary Beneficiary of this Trust Estate shall be ROBERT DENTON.

The effective date of this Trust shall be the date of execution of this Trust Agreement. This Trust shall be referred to as the ROBERT DENTON Revocable Trust dated the 2nd day of September 2003.

# ARTICLE I. Trust Property

## A. Original Trust Estate

The Trustor acknowledges that the Trustor has transferred to the Trustee, without consideration, the sum of One and no/100 Dollars (\$1.00) which was the original corpus of the Trust Estate.

### B. Additions to Trust Estate

Additional property may be added to the Trust Estate at any time by the Trustor, or by any person or persons, by inter vivos or testamentary transfer. All such original and additional property is referred to herein collectively as the Trust Estate, and shall be held, managed and distributed as herein provided.

# (1) Employee Benefit Plans

In the event that any designation of the Trustee of this Trust as Beneficiary in any employee benefit plan in which the Trustor may have an interest shall be ineffectual in whole or in part, the Trustor specifically requests that the committee, or other group having authority to do so under such plans, select the Trustee of the Trust as Beneficiary of such plans to the maximum extent possible. The Trustee may elect the mode of payment which, in the Trustee's discretion, appears to be the most advantageous option available to the Trust and/or its then-current income Beneficiaries in terms of income, estate and inheritance tax, and/or investment return considerations. An election by the Trustee in good faith in the exercise of the discretionary power conferred upon it shall be final and binding upon all persons whomsoever and shall be a full acquittance and discharge of the Trustee, and the Trustee shall not be liable



kinds of financial and distribution responsibilities imposed upon the Trustee in this Trust Agreement. It is assumed and imposed upon the Trustee that under any and all circumstances the Trustee will follow the Prudent Man Rule.

### A. Retention

The Trustee shall have the power to retain, without liability for loss or depreciation resulting from such retention, the original assets and all other property hereafter transferred, devised, or bequeathed to the Trustee, although such property may not be of the character prescribed by Law or by the terms of this instrument for the investment of other Trust assets; and, although it represents a large percentage or all of the Trust Estate, this said original property may accordingly be held as a permanent investment.

The Trustee shall have the power, with respect to any business interest that may become a part of the Trust Estate, whether organized as a sole proprietorship, partnership, or corporation, and upon such terms for such time and in such manner as it may deem advisable, to hold, retain, and continue to operate such business solely at the risk of the Trust Estate and without liability on the part of the Trustee for any losses resulting therefrom; to dissolve, liquidate, or sell at such time and upon such terms as the Trustee may deem advisable; to incorporate such business and hold the stock as an asset of the Trust Estate; to use the general assets of the Trust for the purpose of the business; to borrow money for business purposes and pledge or encumber the assets of the business or the other assets of the Trust Estate to secure the loan; to employ such officers, managers, employees, or agents as it may deem advisable in the management of such business, including electing directors, officers, or employees of the Trustee to take part in the management of such business as directors or officers.

# B. General Property Powers

The Trustee shall have all such powers and is authorized to do all such acts, take all such proceedings, and exercise all such rights and privileges in the management of the Trust Estate as if the absolute owner thereof, including without limiting the generality of the terms, the right to manage, control, sell, convey, exchange, partition, assign, divide, subdivide, improve, repair; to grant options and to sell upon deferred payments; to lease from terms within or extending beyond the duration of the Trust concerned for any purpose, including the exploration for and removal of oil, gas, and other minerals; to enter into community oil leases, pooling and unitization agreements; to create restrictions, easements, and other servitudes; to compromise, arbitrate, or otherwise adjust claims in favor of or against the Trust; to institute, compromise, and defend actions and proceedings at the expense of the Trust Estate; and to carry such insurance as the Trustee may deem advisable.

### C. Powers in Regard to Real Estate

The Trustee shall have the power to sell, transfer, convey and/or assign any interest held by the Trust Estate in real estate. The Trustee shall further have authority to purchase title insurance and to enter any type of escrow arrangement necessary in the purchase and sale of real estate.

# D. Authority to Borrow and Encumber

The Trustee shall have the power to borrow money for any Trust purpose upon such terms and conditions as the Trustee may deem proper, and to obligate the Trust Estate for repayment and to

purposes of this Agreement and the tax effect of this Agreement, it shall be presumed that the Trustor shall have predeceased Trustor's spouse.

# H. Counterparts

This Agreement may be executed in any number of counterparts and each shall constitute an original of one and the same instrument.

# I. Application to Probate Court

If any disputes arise as to interpretation of this Agreement, or there is need to obtain court approval of any accounting or any interpretation in regard to this Agreement, the Trustor direct the Trustee to make application to the probate court; it being the intent of the Trustor that the probate court shall not assume continuing jurisdiction.

# J. Number and Gender

As used in this Trust Agreement, the masculine, feminine, and neuter gender, and the singular and plural number shall each be deemed to include the others when the context so indicates.

IN WITNESS WHEREOF, the provisions of this Declaration of Trust shall bind as Trustor, as Co-Trustees; Successor Trustees assuming the role of Trustee hereunder, and the Beneficiaries of this Trust, as well as their successors and assigns.

Dated this 2nd day of September 2003.

TRUSTOR

ORERT DENZON

in toin

Vitness 2

WE HEREBY ACCEPT THE TERMS OF THIS TRUST AND WILL ACT AS CO-TRUSTEES OR AS SURVIVOR SOLE TRUSTEE.

Trustees

ROBERT DEXTON

TEANETTE M DENTON

Witness 1

Intoinette J. Dita

Witness 2

STATE OF FLORIDA:

COUNTY OF INDIAN RIVER

BEFORE ME, the undersigned, a Notary Public in and for the State of Florida, personally appeared ROBERT DENTON and JEANETTE M. DENTON, personally known to me or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged that they execute the same.

SUBSCRIBED AND SWORN TO before me this 2nd day of September 2003.

WITNESS my hand and official seal.

Notary Public

State Of Florida

# THE ROBERT DENTON REVOCABLE TRUST DATED THE 2nd DAY OF September 2003

THIS TRUST AGREEMENT is entered into by and between ROBERT DENTON, of the County of Indian River, State of Florida, hereinafter called "Trustor" and ROBERT DENTON and JEANETTE M. DENTON of the County of Indian River, State of Florida, hereinafter referred to as "Cotrustees".

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# ARTICLE I. Trust Property

## A. Original Trust Estate

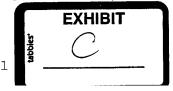
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# (1) Employee Benefit Plans

In the event that any designation of the Trustee of this Trust as Beneficiary in any employee benefit plan in which the Trustor may have an interest shall be ineffectual in whole or in part, the Trustor specifically requests that the committee, or other group having authority to do so under such plans, select the Trustee of the Trust as Beneficiary of such plans to the maximum extent possible. The Trustee may elect the mode of payment which, in the Trustee's discretion, appears to be the most advantageous option available to the Trust and/or its then-current income Beneficiaries in terms of income, estate and inheritance tax, and/or investment return considerations. An election by the Trustee in good faith in the exercise of the discretionary power conferred upon it shall be final and binding upon all persons whomsoever and shall be a full acquittance and discharge of the Trustee, and the Trustee shall not be liable



to any person by reason of its exercise of such discretionary power.

# (2) Life Insurance

- (a) Trustee Named as Beneficiary. The Trustee may be named as Beneficiary of death benefit proceeds of life insurance policies. Such death benefit proceeds will be subject to all the terms hereof.
- (b) Policy Ownership. The Trustee shall not be obligated to pay any premiums, assessments, or other charges on any policies not owned by the Trust, nor to keep anyone informed with respect thereto. The Trustee shall not be responsible for any acts or omissions of the owners in connection with any policy. The owner of each policy in which the Trustee is named Beneficiary has reserved all rights, options, and privileges, including all incidents of ownership, conferred by the terms of the policies. Such rights shall include, but not be limited to, the right to change the Beneficiaries of such policies.

# C. Character of Property Unchanged

# (1) Retention of Property Character

Any property transferred to this Trust shall retain its original character and, in the event of revocation, the Trustee shall distribute such property to the Trustor based on the same property rights the Trustor had prior to transfer to the Trust.

If any property transferred to this Trust shall be Florida Homestead property, it shall retain all of the rights and characteristics of Florida Homestead property. The Trustor shall retain the right to live in such property as long as that Trustor shall live.

# (2) Gifts Treated as Revocation

Any and all gifts of Trust assets shall constitute a revocation by the Trustor as to Trust administration over such property, whether such gift is made by a Trustor or by the Trustee at the written direction of the Trustor.

# ARTICLE II. Original and Successor Trustees

# A. Original Co-Trustees

The original Co-Trustees under this Declaration of Trust shall be ROBERT DENTON and JEANETTE M. DENTON to serve with all of the obligations, powers, and authority contained within this Trust Agreement.

# B. Death or Resignation of Original Co-Trustees

In the event of the death of an original Co-Trustee or if for any reason whatsoever he/she ceases to serve as Co-Trustee hereunder, the Trustor nominates and appoints the other Trustee to serve as sole Trustee hereunder without the approval of any Court and without bond.

purposes of this Agreement and the tax effect of this Agreement, it shall be presumed that the Trustor shall have predeceased Trustor's spouse.

# H. Counterparts

This Agreement may be executed in any number of counterparts and each shall constitute an original of one and the same instrument.

# I. Application to Probate Court

If any disputes arise as to interpretation of this Agreement, or there is need to obtain court approval of any accounting or any interpretation in regard to this Agreement, the Trustor direct the Trustee to make application to the probate court; it being the intent of the Trustor that the probate court shall not assume continuing jurisdiction.

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As used in this Trust Agreement, the masculine, feminine, and neuter gender, and the singular and plural number shall each be deemed to include the others when the context so indicates.

IN WITNESS WHEREOF, the provisions of this Declaration of Trust shall bind as Trustor, as Co-Trustees; Successor Trustees assuming the role of Trustee hereunder, and the Beneficiaries of this Trust, as well as their successors and assigns.

Dated this 2nd day of September 2003.

TRUSTOR

ROBERT DENTON

Witness 9

WE HEREBY ACCEPT THE TERMS OF THIS TRUST AND WILL ACT AS CO-TRUSTEES OR AS SURVIVOR SOLE TRUSTEE.

Trustees

ROBERT DEXTON

JEANETTE M. DENTON

Witness 1

Witness 9

STATE OF FLORIDA:

COUNTY OF INDIAN RIVER

BEFORE ME, the undersigned, a Notary Public in and for the State of Florida, personally appeared ROBERT DENTON and JEANETTE M. DENTON, personally known to me or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged that they execute the same.

SUBSCRIBED AND SWORN TO before me this 2nd day of September 2003.

WITNESS my hand and official seal.

Notary Public

State Of Florida

Kathleen Hendrickson Commission #DD217437 Expires: Jul 06, 2007 Bonded Thru Atlantic Bonding Co., Inc.