



PREPARED AND RECORDING REQUESTED BY:

Exeter Fiduciary Services, LLC

AND WHEN RECORDED RETURN TO:

Exeter Fiduciary Services, LLC

Attn: William L. Exeter

402 West Broadway, Suite 400

San Diego, CA 92101

SPACE ABOVE THIS LINE IS FOR RECORDING DATA

## WARRANTY DEED TO TRUSTEE UNDER LAND TRUST NO. XX XXXX

THIS WARRANTY DEED TO TRUSTEE is made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by \_\_\_\_\_, hereinafter called the Grantor, to **Exeter Fiduciary Services, LLC**, a California limited liability company, as Trustee under that certain Florida Land Trust dated \_\_\_\_\_, 2009, and numbered **XX XXXX**, hereinafter called the Trustee, whose principal place of business is located at 402 West Broadway, Suite 400, San Diego, CA 92101, with full power and authority to protect, conserve, sell, lease, encumber, or to otherwise manage and dispose of the real property hereinafter described, pursuant to Florida Statute 689.071.

### W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Trustee, the following described real property in the County of \_\_\_\_\_, State of Florida:

**See Exhibit A attached hereto and by reference incorporated herein.**

The Property Appraiser's Parcel Identification Number for the above described property is \_\_\_\_\_.

SUBJECT, however, to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions or requirements imposed by governmental authorities, if any.

TO HAVE AND TO HOLD the above described real estate in fee simple forever with the appurtenances upon the trust and for the purposes set forth in this Warranty Deed To Trustee and in the Florida Land Trust No. **XX XXXX**, dated \_\_\_\_\_, 2009 (Trust Agreement).

Full power and authority is hereby granted to said Trustee to improve, subdivide, protect, conserve, sell, lease, encumber and otherwise manage and dispose of said property 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 convey said property or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, 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 in present or future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, 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 or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or in any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to submit said property or any part thereof to condominium, to place restrictions on the property or any part thereof, to grant easements or charges 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 person owning the same to deal with the same, whether similar to or different from the ways specified above, at any time or times hereafter.

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 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 the Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement or Declaration of Trust or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Trustee may be accountable; 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 any 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 and Declaration of Trust was in full force and effect, (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in the Trust Agreement and Declaration of Trust and is binding upon all beneficiaries under those 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 successors in trust, that the successor or 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. If there are Co-Trustees, it is specifically understood that the signature of only one of the Co-Trustees shall be required to accomplish the foregoing.

Any contract, obligation or indebtedness incurred or entered into by Trustee in connection with said property shall be as Trustee of an express trust and not individually, and the Trustee shall have no obligations whatsoever with respect to any such contract, obligation or indebtedness except only as far as the trust property and funds in the actual possession of Trustee shall be applicable for the payment and discharge thereof; and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereinafter made on the part of the Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of said Trustee, are nevertheless made and intended not as personal representations, warranties, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only the trust property specifically described herein; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trustee individually on account of any instrument executed by or on account of any representation, warranty, covenant, undertaking or agreement of said Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released 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 Warranty Deed to Trustee.

The interest of each beneficiary under this Warranty Deed to Trustee 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 said interest is declared to be personal property. No beneficiary under this Warranty Deed to Trustee 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 that real estate as aforesaid.

This Warranty Deed to Trustee is given and accepted in accordance with Section 689.071 of the Florida Statutes. The Trustee shall have no personal liability whatsoever for any action as the Trustee under the Florida Land Trust Agreement referred to above or by virtue of taking title to the real property described above. The sole liability of the Trustee hereunder shall be limited to the real property which the Trustee holds under the Florida Land Trust Agreement referred to above.

And the Grantor by this Warranty Deed to Trustee fully warrants the title to the above-described real estate and will defend the title against the lawful claims of all persons whomsoever. "Grantor", "Grantee", "Trustee", and "Beneficiary" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, the Grantor aforesaid has set its hand this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**Grantor**

\_\_\_\_\_  
\_\_\_\_\_

**Witnesses:**

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared \_\_\_\_\_, who is personally known to me and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: