

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY  
File Number: 2171786 OR BOOK 1674 PAGE 1067  
Recorded:03/14/03 15:17

\* Doc Assump: \$ 0.00  
\* Doc Tax : \$ 0.70  
\* Int Tax : \$ 0.00

This instrument prepared without examination  
of title at the request of the parties  
by (and return to):  
Richard S. Webb, IV, Esq.  
Lutz, Webb & Bobo, P.A.  
2 North Tamiami Trail, #500  
Sarasota, Florida 34236  
877-951-1800

REL

### DEED TO TRUSTEE

THIS INDENTURE, made this 31<sup>st</sup> day of January, 2003, by and between ASHTON DePEYSTER (hereinafter referred to as "Grantor") and G. FLASH G.P., INC., a Florida corporation, Trustee, under unrecorded Land Trust Agreement dated December 13, 2002 (hereinafter referred to as "Trustee"), whose post office address is c/o DePeyster, 306 Worth Avenue, Palm Beach, Florida 33480.

#### WITNESSETH:

Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations to it in hand paid by Trustee, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to Trustee, his successors and assigns, forever that certain real property situated in St. Lucie County, Florida, and more particularly described as follows, to wit:

Exhibit "A" attached hereto and made a part hereof

This conveyance is subject to taxes for 2003 and subsequent years, existing mortgages and all valid and existing easements, restrictions and reservations of record, none of which shall be reimposed hereby.

This conveyance is made for no consideration and is exempt from documentary stamp tax pursuant to the provisions of Rule 12B.4.013(32)(a), Florida Administrative Code, as the Grantor is the sole beneficiary under the Land Trust Agreement referenced above.

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TOGETHER WITH, all appurtenances, privileges, rights, interests, reversions, remainders and easements thereunto appertaining (all of the foregoing being hereinafter alternatively referred to as the "real estate" or the "property").

TO HAVE AND TO HOLD the above described real estate with the following powers and for the following uses and purposes:

1. The Trustee is vested with full rights of ownership over the above described real estate and any part of it and the Trustee is specifically granted and given the full power and authority (without limiting the foregoing):
  - (a) To protect and conserve said real estate or any part of it and improvements located thereon and to pay the taxes assessed thereon;
  - (b) To sell and convey said real estate, or any part of it for cash or on credit, at public or private sale, to exchange said real estate or any part of it, for other property and grant options to sell said real estate or any part of it, and to determine the price and terms of such sales, exchanges and options;
  - (c) To execute leases and subleases of said real estate or any part of it for terms as long as 200 years, to subdivide or improve said real estate or any part of it and tear down or alter improvements thereon, to grant easements, licences, charges and other use rights, give consents and make contracts relating to said real estate or any part of it or its use, to release or dedicate any interest in said real estate and to submit said real estate or any part of it to condominium ownership;
  - (d) To borrow money and to mortgage, pledge or otherwise encumber any part or all of said real estate to secure payment thereof;
  - (e) To otherwise manage, control, develop, operate and dispose of said real estate or any part thereof, to collect the rents, issues and profits, to pay all expenses thereby incurred, and in addition, to manage and operate any business that may now or hereafter be operated and maintained on said real estate, or any part thereof, and in general, to exercise any powers authorized by the provisions of Chapter 737, Florida Statutes;
  - (f) To convey to a successor or successors in trust and to grant to such successor or successors all of the title, estate, powers, privileges and authorities vested in the Trustee.
2. The Trustee shall hold said real estate and make distributions of said real estate or the proceeds derived therefrom in accordance with the terms, conditions and provisions of that certain aforementioned unrecorded Land Trust Agreement, collateral hereto, dated December 13, 2002.

3. In no case shall any party dealing with the Trustee in relation to said real estate, or any part of it, or to whom the real estate, any part of it, or any interests therein shall be conveyed, transferred, assigned, contracted to be sold, leased, mortgaged, or otherwise encumbered by said Trustee, be obligated to see to the application or disposition of any purchase money, rent, or money borrowed or advanced on the premises, or be obliged to see that the terms of said trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee, [or be obliged to inquire into the identification or status of any beneficiary under this Deed, or their heirs or assigns, or any collateral instrument,] [or be obliged to inquire into or ascertain the authority of the Trustee to act within and exercise the powers granted by this Deed,] or said Trust, [or be obliged to inquire into the adequacy or disposition of any consideration, if any, paid to the Trustee,] [or be obliged to inquire into any of the provisions of said unrecorded Trust Agreement, collateral hereto, and any amendments thereto,] and every deed, trust deed, mortgage, lease, easement, license, condominium declaration, or any other instrument executed by said Trustee in relation of said real estate, shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, mortgage, lease, easement, license, condominium declaration or other instrument (a) That at the time of its execution and delivery the trust created by this indenture and by the Trust Agreement was in full force and effect; (b) That such conveyance, mortgage, lease, easement, license, condominium declaration or other instrument was executed in accordance with the trust conditions and limitation contained in this Deed and in the Trust Agreement and is binding upon any and all beneficiaries under such instrument; (c) The said Trustee was duly authorized and empowered to execute and deliver every such conveyance, lease, mortgage, easement, license, condominium declaration, or other instrument; and (d) That if a conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the right, title, estates, powers, authorities, duties and privileges of the predecessor in trust and the trust.
4. The Grantor does hereby define and declare that the interests of any beneficiary hereunder or under the said Trust Agreement and any amendment thereto, collateral hereto, shall be personal property only.
5. The Grantor recites that this conveyance is made pursuant to and in conformance with the provisions of Section 689.071 of the Florida Statutes.
6. By its acceptance of this conveyance, the Trustee covenants and agrees to do and perform the duties, acts and requirements upon him binding.
7. Any Trustee named hereunder shall serve without bond.
8. The Trustee hereunder may resign. In the event of the dissolution, resignation or insolvency of the Trustee, the beneficiaries of the Trust may designate a successor trustee by a majority vote of the beneficiaries of the Trust at the time of such resignation, dissolution or insolvency. Upon the resignation, dissolution or insolvency of the Trustee, the recording of an affidavit in the Public Records of St. Lucie County, Florida, by the successor or substitute

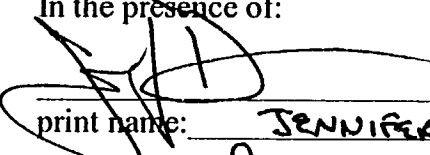
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Trustee joined by a majority of the beneficiaries of the Trust reciting that the predecessor Trustee has either resigned, has been dissolved or is insolvent and that the successor trustee has been appointed by a majority vote of the Trust beneficiaries, shall be conclusive evidence in favor of every person dealing with such successor or substitute Trustee in relation to said real estate of such fact, and that such successor or substitute Trustee is fully vested with all the right, title, estates, powers, authorities, duties and privilege of the predecessor Trustee and of the trust.

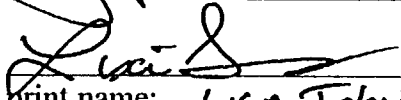
- 9. Grantor, does hereby convey all right, title and interest of Grantor.
- 10. Grantor does hereby warrant the title to said real property and will defend the title against lawful claims of all persons whomsoever; and further warrants that the said real property is free of all encumbrances except taxes for 2003 and subsequent years, existing mortgages, and all valid and existing easements and restrictions and reservations of record.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals the date first above written.

In the presence of:

  
 print name: JENNIFER DELBY

  
 Ashton DePeyster

  
 print name: LISA Tobin

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 31 day of January, 2003, by Ashton DePeyster,

who is personally known to me,  
 who has produced \_\_\_\_\_ as identification

and who did take an oath, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

  
NOTARY PUBLIC

Print \_\_\_\_\_

State of Florida  Large (Seal) Richardson  
 My Commission Expires. May 6, 2004 CC904533 EXPIRES  
 BONDING THROUGH TROY FARM INSURANCE, INC.

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL I:

(Being a parcel of land lying in Section 2, Township 35 South, Range 40 East, St. Lucie County, Florida, and being described as:)

Commencing at the Southwest corner of Section 3, Township 35 South, Range 40 East, thence East 2240 feet; thence North 720 feet; thence North 70 degrees 58 1/2 minutes East, 1200 feet; thence South 19 degrees 01 1/2 minutes East, 85 feet; thence North 70 degrees 16 minutes East, 2009.5 feet to a Point of Reference on the East end of existing State highway bridge across the Indian River at the West shore of Causeway Island, said point being a cross on the deck at the East end of aforesaid bridge (now obliterated).

From said Point of Reference run North 64 degrees 50 minutes East (reference bearing), along the centerline of Seaway Drive (State Road A-1-A), 525.0 feet (said point being South 64 50' West a distance of 3132.32 feet from an iron pipe found at the point of intersection of a 8 00', curve concave to the southeast, as shown on the right-of-way Map for State Road A-1-A as recorded in plat book 22, page 14, of the public records of St. Lucie County, Florida); thence South 25 degrees 09 minutes East, 50 feet to the south right-of-way line of Seaway Drive (State Road A-1-A), and the POINT OF BEGINNING;

From said POINT OF BEGINNING continue South 25 degrees 09 minutes East, along the Easterly line of lands of Fort Pierce Port Authority 1850 feet to a point in the Indian River; thence North 64 degrees 50 minutes East, on a line parallel to and 1900 feet South of the centerline of Seaway Drive (State Road A-1-A), run 1038.16 feet to a point; thence North 25 degrees 10 minutes West, along the Westerly line of lands of Fort Pierce Port and Terminal Company, 1850 feet to the South right-of-way line of Seaway Drive (State Road A-1-A); thence South 64 degrees 50 minutes West, along the South right-of-way line of Seaway Drive (State Road A-1-A), 1037.61 feet to the POINT OF BEGINNING.

LESS AND EXCEPT THEREFROM A PARCEL DESCRIBED AS FOLLOWS:

A parcel of land in Section 2, Township 35 South, Range 40 East, St. Lucie County, Florida, more particularly described as follows:

Commence at a railroad spike in the center of State Road A-1-A, said spike being 1,955 feet more or less easterly of the westerly bank of Causeway Island; thence run along the baseline of survey of Section 94050-2509 State Road A-1-A, South 62 32' 32" West a distance of 262.59 feet; thence South 25 27' 28" East a distance of 41.01 feet to the POINT OF BEGINNING; thence continue South 25 27' 28" East a distance of 8.99 feet; thence South 62 33' 32" West a distance of 294.42 feet; thence South 18 32' 25" West a distance of 50.34 feet; thence South 25 28' 43" East a distance of 49.64 feet; thence South 64 31' 17" West a distance of 707.41 feet; thence North 25 28' 28" West a distance of 104.91 feet to the existing right-of-way line of State Road A-1-A; thence North 64 31' 17" East a distance of 1037 (feet) to the POINT OF BEGINNING. All according to right-of-way map of Section 94050-2509, State Road A-1-A.

Containing 42.25 acres more or less.

\* Bearing believed to be a scrivener's error, as the referenced right-of-way map shows South 62 33' 32" West. A and P

[Legal description continued on next page]

EXHIBIT "A" - Continued  
Legal Description

PARCEL II:

A parcel of land located in section 2, Township 35 South, Range 40 East, St. Lucie County, Florida and being more particularly described as follows:

Commencing at a reference point in the east end of south bridge, said point being a cross in the deck of aforesaid bridge (now obliterated); thence run north  $64^{\circ}50'00''$  east, along the centerline of seaway drive (State Road A-1-A), a distance of 1552.60 feet; the centerline of seaway drive (State Road A-1-A) is assumed to bear north  $64^{\circ}50'00''$  east and all other bearings referenced herein are relative thereto; said point being south  $64^{\circ}50'00''$  west, a distance of 2094.72 feet from an iron pipe found at the point of intersection of an 8'00" curve concave to the southeast as shown on the right-of-way map for State Road A-1-A, as recorded in plat book 22, page 14, of the public records of St. Lucie County, Florida; thence south  $25^{\circ}10'00''$  east, departing said centerline, a distance of 132.54 feet to the point of beginning of the herein described parcel of land; thence north  $64^{\circ}50'00''$  east, a distance of 12.00 feet; thence south  $25^{\circ}10'00''$  east, a distance of 500.00 feet; thence south  $64^{\circ}50'00''$  west, a distance of 12.00 feet; thence north  $25^{\circ}10'00''$  west, a distance of 500.00 feet to the point of beginning.

Said parcel containing 0.14 acres, more or less.