

PREPARED BY AND RETURN TO:  
ALLENDER & ALLENDER, P.A.  
Steven C. Allender, Esq.  
719 Garden Street  
Titusville, FL 32796  
File No.: 22-SCA

**WARRANTY DEED TO TRUSTEE  
UNDER REVOCABLE TRUST AGREEMENT**

THIS indenture made this 18 day of April, 2022, between the following named parties:

**GRANTOR: JAY M. SCHLESINGER and KAREN W. SCHLESINGER, Husband and Wife**

**GRANTOR'S ADDRESS: P.O. Box 2079, Titusville, Florida 32781**

**GRANTEE: JAY M. SCHLESINGER and KAREN W. SCHLESINGER, Trustees of THE JAY and KAREN SCHLESINGER TRUST dated April 18, 2022, with full power and authority granted in section, 689.071, Florida Statutes.**

**GRANTEE'S ADDRESS: P.O. Box 2079, Titusville, Florida 32781**

**WITNESSETH:**

That the Grantor for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration in hand paid, receipt of which is acknowledged, grants, conveys and warrants unto Grantee, the following described real estate in the County of **Brevard**, and State of Florida:

**SEE ATTACHED SCHEDULE "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE**

**Parcel ID No. 22-35-16-56-10**

**THE PARTIES HERETO ACKNOWLEDGE THAT THIS DOCUMENT WAS PREPARED WITHOUT THE BENEFIT OF ANY TITLE SEARCH OR TITLE INFORMATION.**

**THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING:**

1. Ad valorem taxes and solid waste charges for the year 2022 and subsequent years.
2. Zoning, restrictions, prohibitions and other requirements imposed by governmental authority.
3. Restrictions and matters appearing on the plat or otherwise common to the subdivision.
4. Public utilities easements of record.

**TO HAVE AND TO HOLD the above-described real estate ("Property") in fee simple with the appurtenances upon the trust and for the purposes set forth in this Deed and in THE JAY and KAREN SCHLESINGER TRUST dated April 18, 2022 ("Trust Agreement").**

This deed is given and accepted in accordance with Section 689.071, Florida Statutes. The Trustee shall have no personal liability whatsoever for acting as Trustee under the Trust Agreement referred to above or by virtue of taking title to the Property and the sole liability of the Trustee hereunder shall be limited to the Property which the Trustee holds as Trustee under the Trust Agreement referred to above.

Full power and authority is hereby granted to said Trustee and said Trustee and any Successor Trustee therein shall have any and all powers granted in section, 689.071, Florida Statutes, 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 resubdivide 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, to any part thereof, from time to time, in possession or reversion, by leases to commence in the present or in the 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 to condominium, to grant easement of charges of any kind, to release, convey, or assign any right, title or interest in or about of easement appurtenant to said premises or any part thereof in all other ways, and for such other consideration as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

Any contract, obligation or indebtedness incurred or entered into by the 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 so far as the trust property in the actual possession of the 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 the 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 Deed.

In no case shall any party dealing with the Trustee in relation to the property or to whom the Property 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 Property 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 of the identification of 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 said property 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 Deed and by the Trust Agreement 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 Deed and in the Trust Agreement and is binding upon all beneficiaries under those instruments, © 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, authorities, duties and obligations of the predecessor.


In the event of the death of the Trustee, the successor trustee, upon a recording in the public records of **Brevard** County, Florida, of a death certificate of the Trustee or of any successor trustee, title to the land described herein shall be deemed to be held by the successor trustee and to pass to the successor trustee without the requirement of recording any further or additional documents.

And the Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said Property in fee simple; that Grantor has good right and lawful authority to sell and convey said Property and will defend the same against the lawful claims of all persons whomsoever; subject to taxes for the year 2022 and subsequent years. "Grantor", "Grantee", "Trustee" and "Beneficiary" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, the Grantor aforesaid has signed this deed this 18 day of April, 2022.

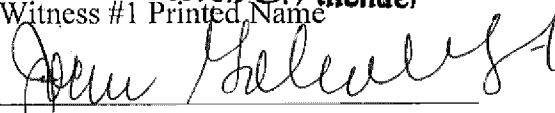
Signed, sealed and witnessed  
in our presence:

"GRANTOR"

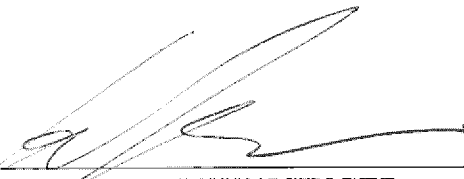
  
Witness #1 Signature

  
JAY M. SCHLESINGER

**Steven C. Allender**  
Witness #1 Printed Name

  
Witness #2 Signature

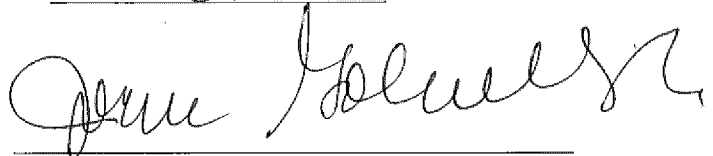
**Joan Colembiewski**

  
KAREN W. SCHLESINGER

Witness #2 Printed Name

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ( ☒ ) physical presence or ( ☐ ) online notarization, this 18 day of April, 2022, by **JAY M. SCHLESINGER and KAREN W. SCHLESINGER, Husband and Wife**, who are personally known to me ( yes or no ) or who has produced Id as identification and who did take an oath.



Notary Public State of Florida  
My Commission Expires:



A PART OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 22 SOUTH, RANGE 35 EAST BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF SECTION 16, RUN THENCE NORTH 86 DEGREES 51 MINUTES 10 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 190.28 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ROYAL OAK DRIVE (AN 80 FOOT RAW); THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO COURSES AND DISTANCES: SOUTH 00 DEGREES 01 MINUTES 23 SECONDS EAST, A DISTANCE OF 12.75 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 293.90 FEET, SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12 DEGREES 07 MINUTES 24 SECONDS, A DISTANCE OF 62.19 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED; THENCE CONTINUE SOUTHERLY ALONG SAID ARC AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 08 DEGREES 59 MINUTES 42 SECONDS, A DISTANCE OF 46.14 FEET; THENCE SOUTH 73 DEGREES 20 MINUTES 11 SECONDS EAST, A DISTANCE OF 130.11 FEET; THENCE NORTH 15 DEGREES 44 MINUTES 56 SECONDS EAST, A DISTANCE OF 65.04 FEET; THENCE NORTH 81 DEGREES 40 MINUTES 42 SECONDS WEST, A DISTANCE OF 130.50 FEET TO A POINT ON THE AFORESAID EASTERLY RIGHT-OF-WAY LINE AND THE POINT OF BEGINNING.

SUBJECT TO A 10 FOOT FLORIDA POWER & LIGHT EASEMENT.

A/K/A LOT 10, ROYAL OAK PATIO HOMES UNRECORDED PER SURVEY BOOK 8, PAGE 68, AND REVISED IN SURVEY BOOK 9, PAGE 71, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.