

March 8, 2024

PROJECT NAME: MCDOWELL DODD P & MCDOWELL JILL M

PROJECT NUMBER: 2024020100

APPLICATION: FAMILY DIVISION WAIVER REQUEST #31229

- 1 DEPARTMENT: 911 - 911 MANAGEMENT
REVIEW ITEM: 2.16.1.B(10) - Family Division
STATUS OF REVIEW: INFO
REMARKS: APPROVED
- 2 DEPARTMENT: DOH - ENVIRONMENTAL HEALTH
REVIEW ITEM: 2.16.1.B(10) - Family Division
STATUS OF REVIEW: INFO
REMARKS: n/a
- 3 DEPARTMENT: ENGDRN - STORMWATER REVIEW
REVIEW ITEM: 2.16.1.B(10) - Family Division
STATUS OF REVIEW: INFO
REMARKS: Approved. The applicant is requesting to divide the 115.51-acre subject parcel (PID 44773-000-00) into two (2) to create a 2.5-acre parcel and a 113.01-acre parcel. Adjacent parcels range in size from 1.04 acres to 176.52 acres.
There appears to be approximately 18,372 sf existing impervious coverage on subject parcel. There is a FEMA Flood Zone (Zone A), 4 Flood Prone Areas, and a wetlands area on the property. The applicant should note that a Major Site Plan or waiver is required when either parcel is proposed to exceed 9,000 sf impervious site coverage.
- 4 DEPARTMENT: FRMSH - FIRE MARSHAL REVIEW
REVIEW ITEM: 2.16.1.B(10) - Family Division
STATUS OF REVIEW: INFO
REMARKS: Approved
- 5 DEPARTMENT: ENGTRF - TRAFFIC REVIEW
REVIEW ITEM: 2.16.1.B(10) - Family Division
STATUS OF REVIEW: INFO
REMARKS: APPROVED
- 6 DEPARTMENT: UTIL - MARION COUNTY UTILITIES
REVIEW ITEM: 2.16.1.B(10) - Family Division
STATUS OF REVIEW: INFO
REMARKS: APPROVED - MCU service area but no public utility connections available within the required connection distance.

APPLICATION COMPLETE

DATE COMPLETED: 2/28/24
INITIALS: [Signature]



Marion County Board of County Commissioners

Office of the County Engineer

412 SE 25th Ave.
Ocala, FL 34471
Phone: 352-671-8686
Fax: 352-671-8687

APPLICATION INCOMPLETE
Returned by [Signature] 2/21/24
Missing Items

RECEIVED

FEB 19 2024

Marion County Growth Service

DEVELOPMENT REVIEW COMMITTEE WAIVER REQUEST FORM

Date: 2/16/24 Parcel Number(s): 44773-000-00 Permit Number: _____

A. PROJECT INFORMATION: Fill in below as applicable:

Project Name: Mc Dowell Family Div. Commercial or Residential
Subdivision Name (if applicable): meters N Roads
Unit _____ Block _____ Lot _____ Tract _____

B. PROPERTY OWNER'S AUTHORIZATION: The property owner's signature authorizes the applicant to act on the owner's behalf for this waiver request. The signature may be obtained by email, fax, scan, a letter from the property owner, or original signature below.

Name (print): Dodd Mc Dowell
Signature: [Signature] JILL McDOWELL
Mailing Address: 3120 S.E. Hwy 42 City: Summerfield
State: Florida Zip Code: 34491 Phone #: (352) 267-4032
Email address: Dodd.McDowell@TheVillages.com

C. APPLICANT INFORMATION: The applicant will be the point of contact during this waiver process and will receive all correspondence.

Firm Name (if applicable): Same as Above Contact Name: _____
Mailing Address: _____ City: _____
State: _____ Zip Code: _____ Phone #: _____
Email address: _____

D. WAIVER INFORMATION:

Section & Title of Code (be specific): 2.16.1.B(10) - Family Division
Reason/Justification for Request (be specific): 2.5 acres to daughter, Morgan Kennel

DEVELOPMENT REVIEW USE:

Received By: [Signature] Date Processed: 2/21/24 Project # 2024020100 AR # 31229

ZONING USE: Parcel of record: Yes No
Zoned: A1 ESOZ: NO P.O.M. 203 Land Use: RL Eligible to apply for Family Division: Yes No
Date Reviewed: 2/16/24 Verified by (print & initial): [Signature] LIZ MADELONI Plat Vacation Required: Yes No



Marion County Board of County Commissioners

Office of the County Engineer

412 SE 25th Ave. Ocala, FL 34471 Phone: 352-671-8686 Fax: 352-671-8687

APPLICATION INCOMPLETE returned 2/21/24

Missing Items

SIGNATURE OF ALL OWNERS LEADERSHIP OF 46' EASEMENT

RECEIVED

FEB 19 2024

Marion County Growth Service

DEVELOPMENT REVIEW COMMITTEE WAIVER REQUEST FORM

Date: 2/16/24 Parcel Number(s): 44773-000-00 Permit Number: _____

A. PROJECT INFORMATION: Fill in below as applicable:

Project Name: Mc Dowell Family Div. Commercial or Residential Subdivision Name (if applicable): meters 10 Rounds Unit _____ Block _____ Lot _____ Tract _____

B. PROPERTY OWNER'S AUTHORIZATION: The property owner's signature authorizes the applicant to act on the owner's behalf for this waiver request. The signature may be obtained by email, fax, scan, a letter from the property owner, or original signature below.

Name (print): Dadd M. Dowell Signature: [Signature] Mailing Address: 302 S.E. Hwy 42 City: Summerfield State: Florida Zip Code: 34491 Phone #: (352) 267-4032 Email address: Dadd.M.Dowell@TheVillages.com

C. APPLICANT INFORMATION: The applicant will be the point of contact during this waiver process and will receive all correspondence.

Firm Name (if applicable): Same as Above Contact Name: _____ Mailing Address: _____ State: _____ Zip Code: _____ Phone #: _____ City: _____ Email address: _____

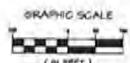
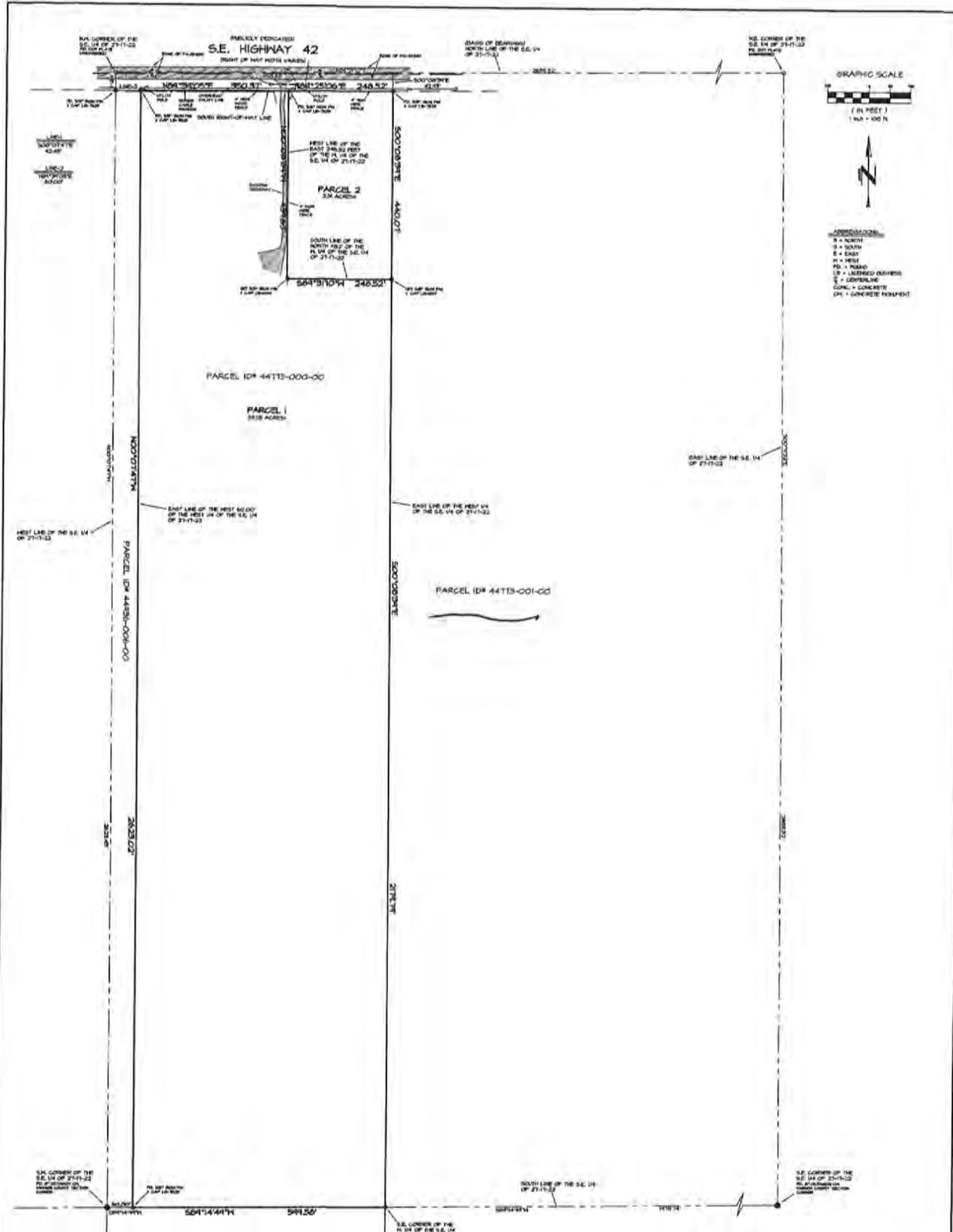
D. WAIVER INFORMATION:

Section & Title of Code (be specific): 2.16.1.B(10) - Family Division Reason/Justification for Request (be specific): 2.5 acres to daughter, Margaret Kennel

DEVELOPMENT REVIEW USE:

Received By: [Signature] Date Processed: 2/21/24 Project # _____ AR # _____

ZONING USE: Parcel of record: Yes No Zoned: AL ESOZ: NO P.O.M. 203 Land Use: RL Eligible to apply for Family Division: Yes No Date Reviewed: 2/16/24 Verified by (print & initial): [Signature] LIZ MADELONI Plat Vacation Required: Yes No



ABBREVIATIONS
 N = NORTH
 S = SOUTH
 E = EAST
 W = WEST
 RD = ROAD
 LP = LATERALLY ADJUSTED
 CL = CENTERLINE
 CON = CONCRETE
 CM = CONCRETE MONUMENT

DESCRIPTION: PARENT PARCEL
 THE WEST 1/4 OF THE SE 1/4 OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, LESS AND EXCEPT, THE WEST 60.00 FEET THEREOF, LESS: RIGHT-OF-WAY FOR S.E. HIGHWAY 42.

DESCRIPTION: PARCEL 1
 THE WEST 1/4 OF THE SE 1/4 OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, LESS AND EXCEPT, THE WEST 60.00 FEET THEREOF, AND LESS: RIGHT-OF-WAY FOR S.E. HIGHWAY 42.

DESCRIPTION: PARCEL 2
 THE NORTH 482.00 FEET OF THE EAST 248.32 FEET OF THE WEST 1/4 OF THE SE 1/4 OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, LESS: RIGHT-OF-WAY FOR S.E. HIGHWAY 42.

- NOTES**
- 1) BOUNDARIES ARE BASED ON THE NORTH LINE OF THE SE 1/4 OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 22 EAST, AS BEING A 1875' 0" ADJUSTED MERIDIAN.
 - 2) UNDERGROUND IMPROVEMENTS, IF ANY, WERE NOT LOCATED.
 - 3) INTERIOR IMPROVEMENTS, OTHER THAN SHOWS, WERE NOT LOCATED.
 - 4) LATER SHOWS WERE NOT ADJUSTED FOR BOUNDS OF WAY, EXCEPTS, OVERSIGHT OR ANY OTHER DEFICIENCY OF RECORD.
 - 5) CERTIFICATION LIMITED TO PARTIES NAMED HEREON.
 - 6) THE LARGE SHOWS WERE NOT ADJUSTED FOR BOUNDS OF WAY, EXCEPTS, OVERSIGHT OR ANY OTHER DEFICIENCY OF RECORD.
 - 7) THE SURVEY MAP AND REPORT ON THE COVERED THEREOF ARE NOT VALID WITHOUT THE ORIGINAL OR ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND WITNESS. THE SEAL APPEARING ON THIS DOCUMENT HAS AUTHORITY BY THE SIGNING SURVEYOR THEREOF.
 - 8) ALL MEASUREMENTS WERE MADE BASED UPON MULTIPLE FIELD MEASUREMENTS, INDIVIDUALLY VERIFIED AND MEET OR EXCEED THE ACCURACY REQUIRED FOR THIS TYPE AND INTENDED USE OF THIS SURVEY.

CERTIFICATION
 I HEREBY CERTIFY THAT THIS SURVEY AND PLAT CONFORM TO THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF SURVEYING AND MAPPING IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE PERTAINING TO SECTION 462.04, FLORIDA STATUTES.

William J. Dodds
 WILLIAM J. DODDS
 PROFESSIONAL SURVEYOR 1 - MEMBER
 FLORIDA CERTIFICATE NO. 4468



BOUNDARY & LOT SPLIT SURVEY certified to: DODD P. & JILL M. McDOWELL	PROFESSIONAL SURVEYOR 1 WILLIAM J. DODDS FLORIDA CERTIFICATE NO. 4468
DATE: 07-11-22 TIME: 1:00 PM LOCATION: S.E. 1/4 OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA.	SCALE: 1" = 100' SHEET: 24-061

DATE: 07-11-22	BY: WJD
SCALE: 1" = 100'	DATE: 07-11-22

DESCRIPTIONS FOR DODD AND JILL MCDOWELL FAMILY LOT SPLIT.

DESCRIPTION: PARENT PARCEL (MCDOWELL)

THE WEST 1/4 OF THE S.E. 1/4 OF SECTION 27, TOWNSHIP 17 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA. LESS AND EXCEPT: THE WEST 60.00 FEET THEREOF. LESS: RIGHT-OF-WAY FOR S.E. HIGHWAY 42.

DESCRIPTION: PARCEL 1 (MCDOWELL)

THE WEST 1/4 OF THE S.E. 1/4 OF SECTION 27, TOWNSHIP 17 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA. LESS AND EXCEPT: THE WEST 60.00 FEET THEREOF. AND LESS AND EXCEPT: THE NORTH 482.00 FEET OF THE EAST 248.52 FEET THEREOF. LESS: RIGHT-OF-WAY FOR S.E. HIGHWAY 42.

SUBJECT TO A 40.00 FEET WIDE INGRESS AND EGRESS EASEMENT BEING DESCRIBED AS FOLLOWS:

THE WEST 40.00 FEET OF THE EAST 288.52 FEET OF THE NORTH 482.00 FEET OF THE WEST 1/4 OF THE S.E. 1/4 OF SECTION 27, TOWNSHIP 17 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA. LESS: RIGHT-OF-WAY FOR S.E. HIGHWAY 42.

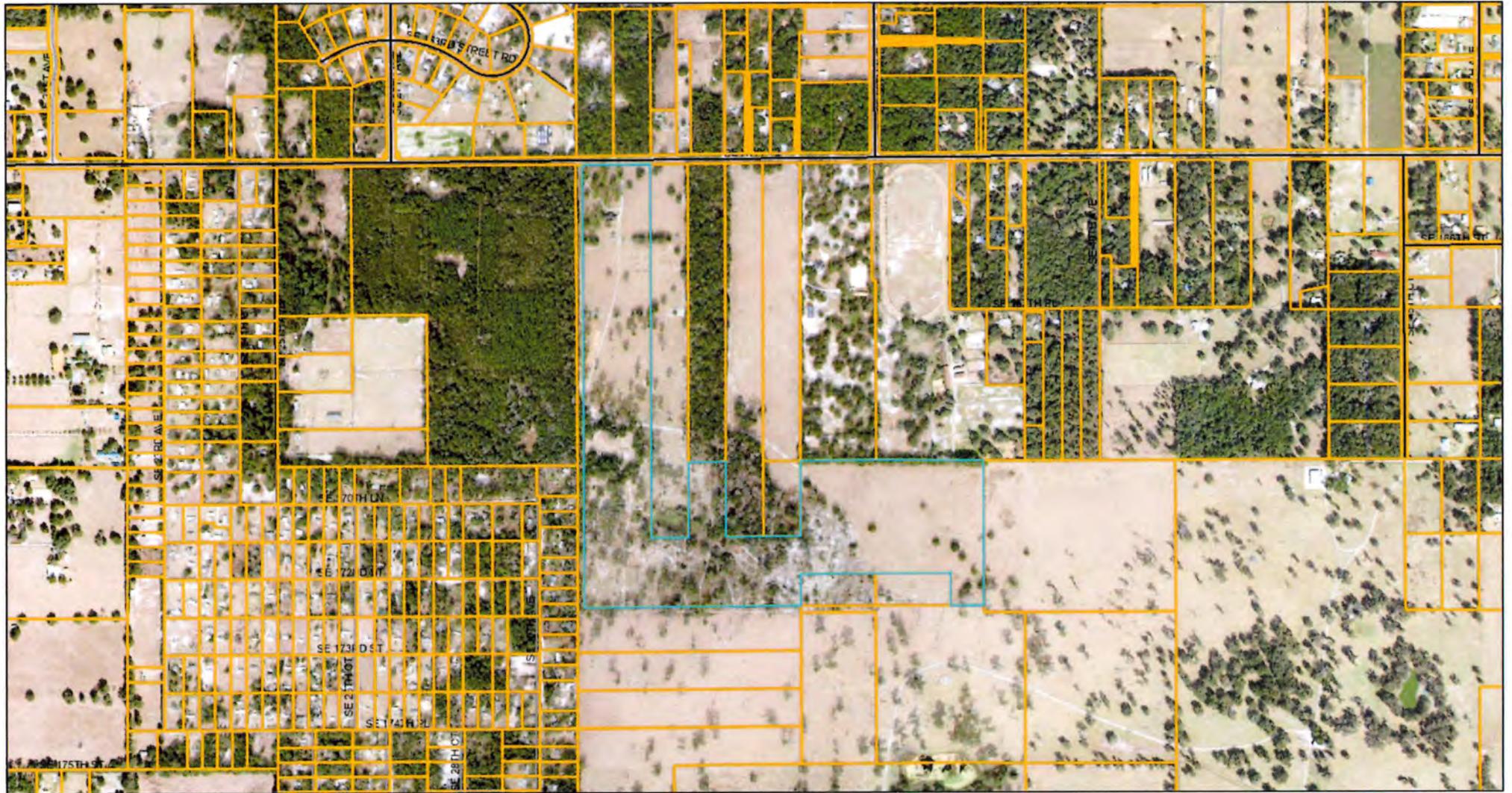
DESCRIPTION: PARCEL 2 (KENNEL)

THE NORTH 482.00 FEET OF THE EAST 242.58 FEET OF THE WEST 1/4 OF THE S.E. 1/4 OF SECTION 27, TOWNSHIP 17 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA. LESS: RIGHT-OF-WAY FOR S.E. HIGHWAY 42.

ALONG AND TOGETHER WITH A 40.00 FEET WIDE INGRESS AND EGRESS EASEMENT BEING DESCRIBED AS FOLLOWS:

THE WEST 40.00 FEET OF THE EAST 288.52 FEET OF THE NORTH 482.00 FEET OF THE WEST 1/4 OF THE S.E. 1/4 OF SECTION 27, TOWNSHIP 17 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA. LESS: RIGHT-OF-WAY FOR S.E. HIGHWAY 42.

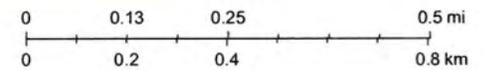
MCBCC Interactive Map - Internal



2/21/2024, 9:40:23 AM

- | | | |
|----------------|-------------------------|---------------|
| Parcels Labels | County Road Maintenance | Aerial2023 |
| Parcels | OCE Maintained Paved | Red: Band_1 |
| Marion County | Not Maintained | Green: Band_2 |
| | Streets | Blue: Band_3 |

1:11,466



Esri Community Maps Contributors, Marion County Property Appraiser, FDEP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, Marion County IT GIS Team, Marion County Property Appraiser,



Jimmy H. Cowan, Jr., CFA
Marion County Property Appraiser

501 SE 25th Avenue, Ocala, FL 34471 Telephone: (352) 368-8300 Fax: (352) 368-8336

2024 Property Record Card
Real Estate

44773-000-00

[GOOGLE Street View](#)

Prime Key: 1083087

[Beta MAP IT+](#)

Current as of 2/21/2024

[Property Information](#)

MCDOWELL DODD P
 MCDOWELL JILL M
 3150 SE HIGHWAY 42
 SUMMERFIELD FL 34491-5011

[Taxes / Assessments:](#)

Map ID: 203

[Millage:](#) 9001 - UNINCORPORATED

[M.S.T.U.](#)

[PC:](#) 63

Acres: 115.51

Situs: 3150 SE HWY 42
 SUMMERFIELD

[2023 Certified Value](#)

Land Just Value	\$1,420,899		
Buildings	\$250,345		
Miscellaneous	\$15,911		
Total Just Value	\$1,687,155	Impact	(\$1,394,297)
Total Assessed Value	\$292,858	Land Class Value	\$95,729
Exemptions	(\$50,000)	Total Class Value	\$361,985
Total Taxable	\$242,858	Ex Codes: 08 01 38	
School Taxable	\$267,858		

[History of Assessed Values](#)

Year	Land Just	Building	Misc Value	Mkt/Just	Assessed Val	Exemptions	Taxable Val
2023	\$1,420,899	\$250,345	\$15,911	\$1,687,155	\$292,858	\$50,000	\$242,858
2022	\$1,420,899	\$237,149	\$15,911	\$1,673,959	\$282,696	\$50,000	\$232,696
2021	\$1,012,616	\$188,923	\$15,911	\$1,217,450	\$274,240	\$50,000	\$224,240

[Property Transfer History](#)

Book/Page	Date	Instrument	Code	Q/U	V/I	Price
5840/0823	04/2013	09 EASEMNT	0	U	I	\$100
5840/0815	04/2013	07 WARRANTY	2 V-SALES VERIFICATION	U	I	\$570,000
5840/0794	05/1976	71 DTH CER	0	U	I	\$100

[Property Description](#)

SEC 27 TWP 17 RGE 22
 W 1/4 OF SE 1/4

 SEC 34 TWP 17 RGE 22

N 1/2 OF NE 1/4
 EXC S 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4
 EXC N 1/2 OF W 1/2 OF W 1/2 OF NE 1/4 OF NE 1/4
 EXC N 1/2 OF W 1/2 OF E 1/2 OF NW 1/4 OF NE 1/4
 EXC COM AT THE CENTER OF SEC 27 TH S 00-07-22 E 41.77 FT TO THE POB TH CONT
 S 00-07-22 E 2623.85 FT TH S 00-00-28 W 1325.63 FT TH N 89-23-55 E 1979.75 FT TH
 N 00-02-44 W 60 FT TH S 89-23-55 W 1919.69 FT TH N 00-00-28 E 1265.06 FT TH
 N 00-07-22 W 2624.14 FT TH S 89-38-50 W 60 FT TO THE POB &

SEC 35 TWP 17 RGE 22
 NW 1/4 OF NW 1/4
 EXC S 1/2 OF SW 1/4 OF NW 1/4 OF NW 1/4
 EXC E 363 FT OF NW 1/4 OF NW 1/4
 EXC COM AT THE CENTER OF SEC 27 TH S 00-07-22 E 41.77 FT TH CONT S 00-07-22 E
 2623.85 FT TH S 00-00-28 W 1325.63 FT TH N 89-23-55 E 2639.66 FT TH
 N 89-57-14 E 662.71 FT TO THE POB TH CONT N 89-57-14 E 299.70 FT TH
 N 00-02-18 W 60 FT TH S 89-57-14 W 299.72 FT TH S 00-03-03 E 60 FT TO THE POB

Land Data - Warning: Verify Zoning

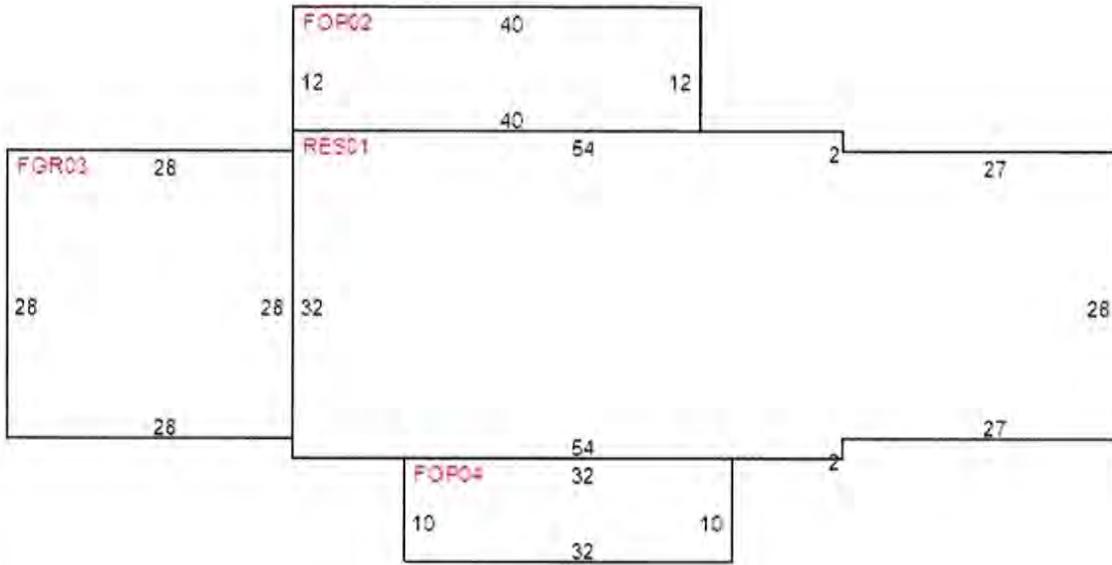
Use	CUse	Front	Depth	Zoning	Units	Type	Rate	Loc	Shp	Phy	Class	Value	Just Value
0100		.0	.0	A1	5.50	AC							
6502		.0	.0	A1	27.00	AC							
6502		.0	.0	A1	16.00	AC							
6508		.0	.0	A1	17.00	AC							
6302		.0	.0	A1	34.41	AC							
9525		.0	.0	A1	.60	AC							
6302		.0	.0	A1	15.00	AC							

Neighborhood 8097 - COUNTY HWY 42
 Mkt: 10 70

Traverse

Building 1 of 1

RES01=R54D2R27D28L27D2L54U32.
 FOP02=U12R40D12L40.D2
 FGR03=L28D28R28U28.D30R11
 FOP04=D10R32U10L32.



Building Characteristics

Improvement	1F - SFR- 01 FAMILY RESID	Year Built 1974
Effective Age	8 - 35-39 YRS	Physical Deterioration 0%
Condition	1	Obsolescence: Functional 0%
Quality Grade	700 - GOOD	Obsolescence: Locational 0%
Inspected on	2/14/2014 by 210	Architecture 0 - STANDARD SFR
		Base Perimeter 226

Type	ID	Exterior Walls	Stories	Year Built	Finished Attic	Bsmt Area	Bsmt Finish	Ground Floor Area	Total Flr Area
RES	0160	COMMON BRICK	1.70	1974	N	0 %	0 %	2,484	4,223
FOP	0201	NO EXTERIOR	1.00	1974	N	0 %	0 %	480	480
FGR	0360	COMMON BRICK	1.00	1974	N	0 %	0 %	784	784
FOP	0401	NO EXTERIOR	1.00	1974	N	0 %	0 %	320	320

Section: 1

Roof Style: 10 GABLE	Floor Finish: 24 CARPET	Bedrooms: 4	Blt-In Kitchen: Y
Roof Cover: 08 FBRGLASS SHNGL	Wall Finish: 16 DRYWALL-PAINT	4 Fixture Baths: 0	Dishwasher: Y
Heat Meth 1: 22 DUCTED FHA	Heat Fuel 1: 10 ELECTRIC	3 Fixture Baths: 3	Garbage Disposal: N
Heat Meth 2: 00	Heat Fuel 2: 00	2 Fixture Baths: 1	Garbage Compactor: N
Foundation: 7 BLK PERIMETER	Fireplaces: 1	Extra Fixtures: 2	Intercom: Y
A/C: Y			Vacuum: N

Miscellaneous Improvements

Type	Nbr Units	Type	Life	Year In	Grade	Length	Width
256 WELL 1-5 BTH	1.00	UT	99	1977	4	0.0	0.0
190 SEPTIC 1-5 BTH	1.00	UT	99	1977	4	0.0	0.0
144 PAVING ASPHALT	11,550.00	SF	5	1977	1	0.0	0.0
FDG GARAGE-FINISHD	864.00	SF	40	1974	5	24.0	36.0
159 PAV CONCRETE	390.00	SF	20	1974	3	0.0	0.0
048 SHED OPEN	1,500.00	SF	15	1974	1	30.0	50.0

Appraiser Notes

Planning and Building

** Permit Search **

Permit Number	Date Issued	Date Completed	Description
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R44.00
Index 2.00

DAVID R ELLSPERMANN CLERK OF COURT MARION COUNTY

DATE: 04/08/2013 04:22:27 PM

FILE #: 2013036089 OR BK 05840 PGS 0815-0819

THIS INSTRUMENT PREPARED BY AND RETURN TO:

H. Randolph Klein, Esq.

Klein & Klein, LLC

333 NW 3rd Avenue

Ocala, Florida 34475

Our File No.: **R2013030**

Property Appraisers Parcel Identification (Folio) Number: 44773-000-00

Florida Documentary Stamps in the amount of \$3,990.00 have been paid hereon.

REC 44.00 Index 2.00 DEED DS 3,990.00 *OK*

SPACE ABOVE THIS LINE FOR RECORDING DATA

WARRANTY DEED

THIS WARRANTY DEED, made the 5th day of April, 2013 by EMMA MILLS TEDDER-YOUNG, individually and as Successor Trustee of the MARIE P. MILLS TRUST dated November 19, 1981 as amended on November 27, 1982, and further amended and restated on August 22, 2005, and MARIE P. MILLS, a single person, whose post office address is P.O. Box 1359, Perry, FL 32348 herein called the Grantors, to DODD P. MCDOWELL and JILL M. MCDOWELL, husband and wife, whose post office address is 2756 Livery Lane, The Villages, FL 32162, hereinafter called the Grantees:

(Wherever 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)

WITNESSETH: That the Grantors, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in MARION County, State of Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

This property is not the homestead of the Successor Trustee named herein, nor the spouse(s) thereof or anyone for whose support they are responsible reside on or adjacent to the property herein described.

Subject to easements, restrictions and reservations of record and taxes for the year 2013 and thereafter.

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

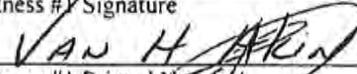
TO HAVE AND TO HOLD, the same in fee simple forever.

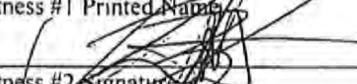
AND, the Grantors hereby covenant with said Grantees that the Grantors are lawfully seized of said land in fee simple; that the Grantors have good right and lawful authority to sell and convey said land, and hereby warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2012. The foregoing covenants and warranties are made by EMMA MILLS TEDDER-YOUNG in her capacity as Trustee only, and not individually.

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

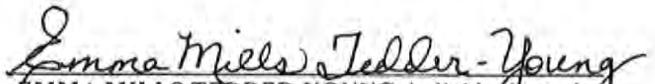


 Witness #1 Signature


 Witness #1 Printed Name


 Witness #2 Signature
RENEE L. WOLCOTT

 Witness #2 Printed Name

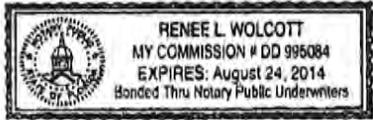


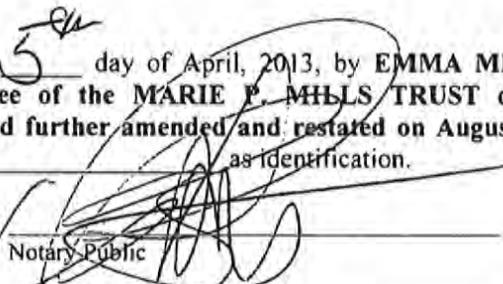
EMMA MILLS TEDDER-YOUNG, individually and as
 Successor Trustee of the **MARIE P. MILLS TRUST** dated
 November 19, 1981 as amended on November 27, 1982, and
 further amended and restated on August 22, 2005

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 5th day of April, 2013, by **EMMA MILLS TEDDER-YOUNG**, individually and as Successor Trustee of the **MARIE P. MILLS TRUST** dated November 19, 1981 as amended on November 27, 1982, and further amended and restated on August 22, 2005, who is personally known to me or have produced _____ as identification.

SEAL





 Notary Public

 Printed Notary Name

My Commission Expires:

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first above written,
Signed, sealed and delivered in the presence of:

Albert Wright
Witness #1 Signature

Albert Wright
Witness #1 Printed Name

[Signature]
Witness #2 Signature

Carol Dillon-Smith
Witness #2 Printed Name

Marie P. Mills
MARIE P. MILLS

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 5 day of April, 2013, by **MARIE P. MILLS**, a **single person**, who is personally known to me or has produced personally known as identification.

SEAL

My Commission Expires:



Sue Wright
Notary Public

Sue Wright
Printed Notary Name

Exhibit "A"

LEGAL DESCRIPTION

Parcel 1:

The NW 1/4 of the NW 1/4 of Section 35, Township 17 South, Range 22 East, Marion County, Florida. LESS AND EXCEPT The South 1/2 of the SW 1/4 of the NW 1/4 of the NW 1/4 of Section 35, Township 17 South, Range 22 East, Marion County, Florida. AND LESS AND EXCEPT the East 363 feet of the Northwest 1/4 of the Northwest 1/4 of Section 35, Township 17 South, Range 22 East, Marion County, Florida.

AND

The West 1/4 of the SE 1/4 of Section 27, Township 17 South, Range 22 East, Marion County, Florida.

AND

The North 1/2 of the NE 1/4 of Section 34, Township 17 South, Range 22 East, Marion County, Florida. LESS AND EXCEPT the South 1/2 of Southeast 1/4 of Northeast 1/4 of Northeast 1/4 of Section 34, Township 17 South, Range 22 East, Marion County, Florida. AND LESS AND EXCEPT the North 1/2 of the West 1/2 of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 34, Township 17 South, Range 22 East, Marion County, Florida. AND LESS AND EXCEPT the North 1/2 of the West 1/2 of the East 1/2 of the NW 1/4 of the NE 1/4 of Section 34, Township 17 South, Range 22 East, Marion County, Florida. AND LESS AND EXCEPT the North 1/2 of the East 1/2 of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 34, Township 17 South, Range 22 East, Marion County, Florida.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCELS:

A 60 FOOT WIDE STRIP OF LAND FOR INGRESS, EGRESS AND UTILITIES, LYING IN SECTIONS 27 AND 34, TOWNSHIP 17 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SECTION 27, TOWNSHIP 17 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA; THENCE S.00°07'22"E., ALONG THE WESTERLY BOUNDARY LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 27, A DISTANCE OF 41.77 FEET, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF S.E. HIGHWAY 42, AND FOR THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE, S.00°07'22"E., ALONG SAID WESTERLY BOUNDARY LINE, A DISTANCE OF 2623.85 FEET, TO THE SOUTH 1/4 CORNER OF SAID SECTION 27; THENCE S.00°00'28"W., ALONG THE WESTERLY BOUNDARY LINE OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 17 SOUTH, RANGE 22 EAST, A DISTANCE OF 1325.63 FEET; THENCE N.89°23'55"E., ALONG THE SOUTHERLY BOUNDARY LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 34, A DISTANCE OF 1979.75 FEET, TO INTERSECT WITH THE WESTERLY BOUNDARY LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 34; THENCE N.00°02'44"W., ALONG SAID WESTERLY BOUNDARY LINE, A DISTANCE OF 60.00 FEET; THENCE S.89°23'55"W., PARALLEL WITH AND 60 FEET (MEASURED PERPENDICULARLY) NORTHERLY OF THE AFORESAID SOUTHERLY BOUNDARY LINE OF THE NORTH 1/2 OF NORTHEAST 1/4 OF SAID SECTION 34, A DISTANCE OF 1919.69 FEET; THENCE N.00°00'28"E., PARALLEL WITH AND 60 FEET (MEASURED PERPENDICULARLY) EASTERLY OF THE

AFORESAID WESTERLY BOUNDARY LINE OF THE NORTHEAST 1/4 OF SAID SECTION 34, A DISTANCE OF 1265.06 FEET; THENCE N.00°07'22"W., PARALLEL WITH AND 60 FEET (MEASURED PERPENDICULARLY) EASTERLY OF THE AFORESAID WESTERLY BOUNDARY LINE OF SOUTHEAST 1/4 OF SAID SECTION 27, A DISTANCE OF 2624.14 FEET, TO THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF S.E. HIGHWAY 42; THENCE S.89°39'50"W., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 60.00 FEET, TO THE POINT OF BEGINNING.

AND

A 60 FOOT WIDE STRIP OF LAND FOR INGRESS, EGRESS AND UTILITIES, LYING IN SECTION 35, TOWNSHIP 17 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SECTION 27, TOWNSHIP 17 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA; THENCE S.00°07'22"E., ALONG THE WESTERLY BOUNDARY LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 27, A DISTANCE OF 41.77 FEET, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF S.E. HIGHWAY 42; THENCE CONTINUE, S.00°07'22"E., ALONG SAID WESTERLY BOUNDARY LINE, A DISTANCE OF 2623.85 FEET, TO THE SOUTH 1/4 CORNER OF SAID SECTION 27; THENCE S.00°00'28"W., ALONG THE WESTERLY BOUNDARY LINE OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 17 SOUTH, RANGE 22 EAST, A DISTANCE OF 1325.63 FEET; THENCE N.89°23'55"E., ALONG THE SOUTHERLY BOUNDARY LINE OF THE NORTH 1/2, OF THE NORTHEAST 1/4, OF SAID SECTION 34, A DISTANCE OF 2639.66 FEET, TO THE WEST BOUNDARY LINE OF THE NORTHWEST 1/4, OF THE NORTHWEST 1/4, OF SECTION 35, TOWNSHIP 17 SOUTH, RANGE 22 EAST; THENCE N.89°57'14"E., ALONG THE SOUTHERLY BOUNDARY LINE OF THE NORTHWEST 1/4, OF THE NORTHWEST 1/4, OF SAID SECTION 35, A DISTANCE OF 662.71 FEET AND FOR THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE N.89°57'14"E., ALONG SAID SOUTHERLY BOUNDARY LINE IN SECTION 35, A DISTANCE OF 299.70 FEET, TO THE WESTERLY BOUNDARY LINE OF THE EAST 363 FEET OF THE NORTHWEST 1/4, OF THE NORTHWEST 1/4, THENCE N.00°02'18"W., ALONG SAID WESTERLY LINE, A DISTANCE OF 60.00 FEET; THENCE S.89°57'14"W., PARALLEL WITH AND 60 FEET (MEASURED PERPENDICULARLY) NORTHERLY OF THE AFORESAID SOUTHERLY BOUNDARY LINE, A DISTANCE OF 299.72 FEET, TO INTERSECT WITH THE EASTERLY BOUNDARY LINE OF THE SOUTH 1/2, OF THE SOUTHWEST 1/4, OF THE NORTHWEST 1/4, OF THE NORTHWEST 1/4, OF SAID SECTION 35; THENCE S.00°03'03"E., ALONG SAID EASTERLY BOUNDARY LINE, A DISTANCE OF 60.00 FEET, TO THE POINT OF BEGINNING.

R.35.50
DS .70

DAVID R ELLSPERMANN CLERK OF COURT MARION COUNTY
DATE: 04/08/2013 04:22:27 PM
FILE #: 2013036091 OR BK 05840 PGS 0823-0826

Prepared by:
H. Randolph Klein, Esq.
Klein & Klein, LLC
333 NW 3rd Ave.
Ocala FL 34475

REC 35.50 DEED DS 0.70

JK

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made and entered into this 5 day of April, 2013, by and between **DARLENE MILLS PERRYMAN and JOHN MICHAEL PERRYMAN, her husband**, 1135 NE 32nd Terrace, Ocala, FL 34470, hereinafter called "Grantor" and **DODD P. McDOWELL and JILL M. McDOWELL**, husband and wife, 2756 Livery Lane, The Villages, Florida 32162, hereinafter called "Grantee".

NOW THEREFORE, in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. **MCDOWELL EASEMENT:** Grantor grants to Grantee a non-exclusive easement for ingress and egress over and across the asphalt drive located upon following described property:

The North 200 feet of the West 60 feet of the West 1/4 of the SE 1/4 of Section 27, Township 17 South, Range 22 East, Marion County, Florida.

2. **TERM OF EASEMENT:** This Easement shall exist for as long as the asphalt drive constructed upon the Easement exists and if it is ever relocated off of the Easement, this Easement shall terminate and in that event, upon Grantor's request, Grantee and any person, firm or corporation claiming an interest in this Easement by, through, under or against Grantee, shall execute an appropriate release of this Easement.
3. **MAINTENANCE OF EASEMENT/INDEMNITY:** Grantee shall be solely responsible for the maintenance of the asphalt drive on the Easement. Grantee shall indemnify and hold Grantor harmless from any liability arising out of the use of the Easement by Grantee or their invitees.
4. **LIMITATION OF EASEMENT:** The purpose of this Easement is to facilitate access to the single family residence located on Grantee's contiguous property and may not be used as access for the further subdivision of any portion of Grantee's property.
5. **DEDICATION OF EASEMENT:** This Easement is a portion of the Easement Parcel as that term is defined in that certain Easement Agreement of even date between DARLENE MILLS PERRYMAN and JOHN MICHAEL PERRYMAN, husband and wife, MARIE MILLS, a single woman and JACA R. MILLS, a single woman, individually and as Trustee of the William T. Mills and Jaca R. Mills Revocable Living Trust dated January 28, 2002. In the event any of the parties thereto, their heirs, successors and assigns, desire to dedicate all or a portion of the Easement Parcel in order to plat any portion of the dominant parcels, Grantee and any person, firm or corporation claiming an interest in this Easement by, through, under or against Grantee, shall upon written request, join the plat and any

agreements required by the Developer and by the agencies having jurisdiction to facilitate the platting process provided Grantee assumes no monetary obligations arising out of the plat.

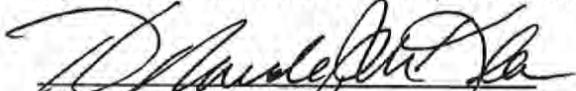
6. **GENERAL PROVISIONS:**

- 6.1 **APPLICABLE LAW, WAIVER OF JURY TRIAL:** This Agreement is the result of negotiation between the parties, shall be governed by and construed in accordance with the laws of the State of Florida and shall not be construed in favor of, or against either party as a result of that party having been more involved in its preparation. In the event of any dispute, action or proceeding resulting from this Agreement, there shall be no requirement for arbitration or pre-suit mediation. In order to minimize the time and costs involved in any dispute resolution process, each party knowingly, voluntarily and intentionally waives any right to a jury trial with respect to any litigation. The Circuit Court of the Fifth Judicial Circuit of the State of Florida, in and for Marion County, Florida, shall have exclusive jurisdiction to hear and determine any action or proceeding. Venue in all other jurisdictions is expressly waived by all parties and all questions of law and fact shall be determined by the court.
- 6.2 **COUNTERPARTS, FAX, XEROX, OR E-MAIL COPY:** This Agreement may be executed simultaneously in several counterparts. Each facsimile, xerographic or e-mail copy, executed by all parties, shall be treated as an original. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.
- 6.3 **GENDER AND HEADINGS:** Words of any gender shall be held and construed to include any other gender and the singular number shall include the plural. References to "herein", "hereunder" or "hereby" shall refer to the entire Agreement, including all addendums. Descriptive headings have been inserted for convenience only and shall not be deemed to limit or otherwise affect the construction of any Agreement provisions or in construing or ascertaining the intentions of the parties.
- 6.4 **JOINT & SEVERAL LIABILITY, SUCCESSORS AND ASSIGNS:** All parties signing this Agreement shall be jointly and severally bound by all its terms, covenants and conditions made by or on behalf of any party which shall bind and inure to the benefit of heirs, assigns, executors, administrators, personal representatives or successors.
- 6.5 **LITIGATION EXPENSES:** In the event any dispute or litigation arises as a result of this Agreement, and whether or not judicial proceedings are involved, the non-prevailing party shall pay all costs and expenses, including but not limited to investigation costs, costs of documentary evidence, court costs, attorney's fees, paralegal fees and fees incurred with respect to appellate, post judgment or bankruptcy proceedings related hereto.
- 6.6 **SEVERABILITY:** In the event any one or more of the provisions contained herein are held to be invalid, illegal or unenforceable, such provisions are declared to be severable and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions were never contained herein and shall not affect the validity of any other provisions which shall remain in full force and effect, as if this Agreement had been executed with the invalid portion eliminated. It is hereby declared the intention of the parties that they would have executed the remaining provisions of this Agreement without including any provisions which may be declared invalid.

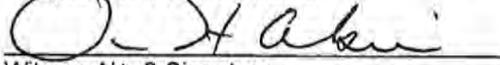
7. **ENTIRE AGREEMENT:** All parties have read this Agreement prior to signing and understand and agree that this Agreement constitutes the entire understanding between the parties. All prior or contemporaneous oral or written contracts, agreements, understandings, representations and statements are merged into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

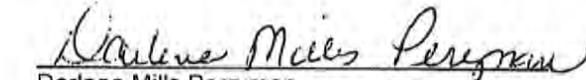
Signed, sealed and delivered in the presence of:

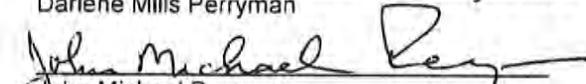

Witness No. 1 Signature

H RANDOLPH KLEIN
Witness No. 1 Printed Name


Witness No. 2 Signature

Van H Akin
Witness No. 2 Printed Name

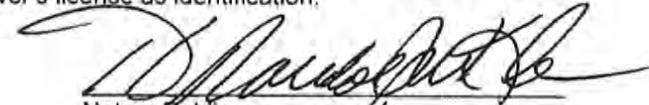

Darlene Mills Perryman


John Michael Perryman

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledge before me this 5 day of APRIL, 2013, by Darlene Mills Perryman and John Michael Perryman, wife and husband () who are personally known to me or () who produced a FLORIDA driver's license as identification.




Notary Public
My commission expires

Signed, sealed and delivered in the presence of:

[Signature]
Witness No. 1 Signature

H RANDOLPH KLEIN
Witness No. 1 Printed Name

[Signature]
Witness No. 2 Signature

VAN H AKEIN
Witness No. 2 Printed Name

[Signature]
Dodd P. McDowell

[Signature]
Jill M. McDowell

**STATE OF FLORIDA
COUNTY OF MARION**

The foregoing instrument was acknowledge before me this 5 day of April 2013, by Dodd P. McDowell and Jill M. McDowell, husband and wife, () who are personally known to me or who produced a FL DR LIC driver's license as identification.

[Signature]
Notary Public

My commission expires:

