

ITEM 22:

Consider whether an approximately 0.68-acre private single-family access easement within Withlacoochee State Forest is consistent with the Board of Trustees’ Linear Facilities Policy.

LOCATION:

Sumter County, Section – 20, Township – 22S, Range – 213E

Applicant’s Parcel ID Number: T29-022

APPLICANT:

John R. Harrell and Jaclyn L. Harrell (Applicants)

APPLICANT:

The Applicants have requested a 30-foot-wide ingress/egress easement on an existing dirt road through the Withlacoochee State Forest off of CR 719 to access their land locked parcel for as long as it is used solely for the benefit of the Applicants, their successors and assigns for recreational use, a single family residence or agricultural purposes. The proposed easement is located within conservation land currently managed by the Florida Forest Service (FFS) under Uplands Lease No. 3316. Title to the parcel was acquired by the BOT in 1995 using P-2000 funding for conservation purposes.

FFS consented to the easement in a letter dated February 11, 2020, and, in a letter, dated April 22, 2020, the Division of Historical Resources stated that the proposed undertaking is unlikely to affect historic properties. The FFS will not be responsible for maintenance of the road outside of it’s need.

Avoidance:

There are no other practical alternatives to access the Applicants’ landlocked parcel.

Minimizing Impacts:

The proposed easement is an existing dirt road and is not anticipated to have any additional impacts to the Forest. The applicant will make contingency plans, per DHR requirements, in the case of fortuitous finds or unexpected discoveries during ground disturbing activities within the easement area. There are no known imperiled or other wildlife species that occupy the requested area.

Compensation:

The easement fee will be based on market value and per the BOT’s linear facilities policy, additional compensation, in the form of replacement land or goods and services, will be provided to FFS at 1.5 times the appraised value of the easement.

DSL STAFF RECOMMENDATION:

Approve

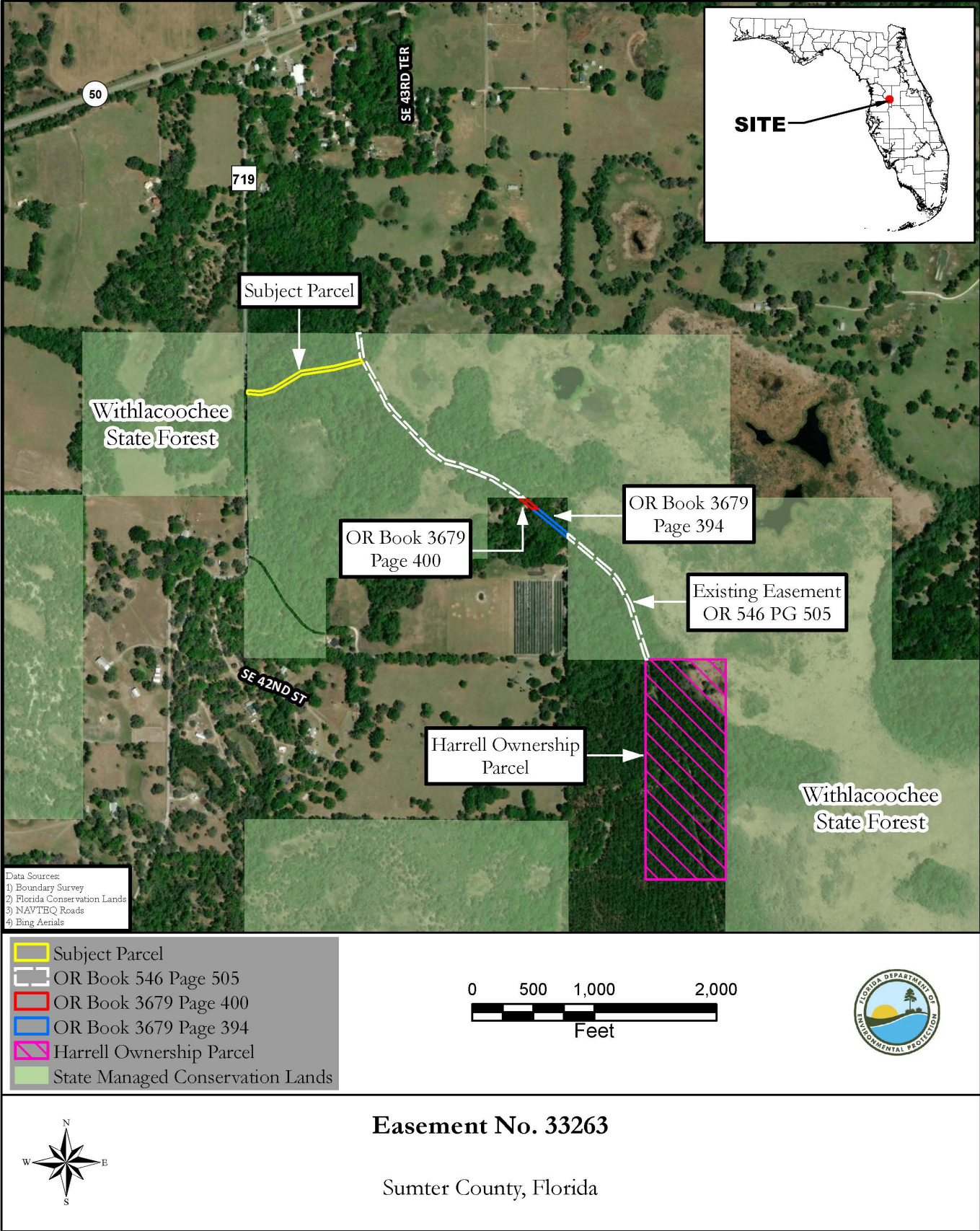
ARC RECOMMENDATION:

() **APPROVE**

() **APPROVE WITH MODIFICATIONS:** _____

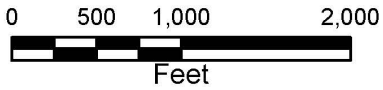
() **DEFER**

- WITHDRAW**
- NOT APPROVE**
- OTHER:** _____



Data Sources:
 1) Boundary Survey
 2) Florida Conservation Lands
 3) NAVTEQ Roads
 4) Bing Aerials

- Subject Parcel
- OR Book 546 Page 505
- OR Book 3679 Page 400
- OR Book 3679 Page 394
- Harrell Ownership Parcel
- State Managed Conservation Lands



Easement No. 33263

Sumter County, Florida

File Location: \\FLDEP1\tech_cad\County_GIS\Sumter\Easement_No_33263\GIS\Easement_No_33263_B.dits.mxd
 Date Saved: 4/28/2020 10:27:39 AM
 Map Created By: GW Steiner

Exhibit "A"

A strip of land 30.00 feet in width lying in the South ½ of the South ½ of Section 20, Township 22 South, Range 23 East, Sumter County, Florida, lying 15.00 feet on each side of the following described centerline:

For a Point of Reference commence at the Northwest corner of the Southeast ¼ of the Southwest ¼ of said Section 20; thence S 89°45'15" E along the North line of said Southeast ¼ of Southwest ¼, a distance of 24.68 feet to the maintained East right of way line of County Road No. 719 (as monumented per survey for the Withlacoochee State Forest, by D.C. Johnson Associates, Sheet 7 of 24, dated January 5, 1995); thence S 00°03'01" E along said maintained and monumented right of way line, a distance of 479.32 feet to the Point of Beginning; thence departing said right of way line, run S 84°34'48" E, 107.83 feet; thence feet; thence N 75°51'12" E, 109.10 feet; thence N 58°31'57" E, 267.14 feet; thence N 81°24'02" E, 267.81 feet; thence N 75°49'52" E, a distance of 250.28 feet to intersect with the centerline of that certain easement described on Official Records Book 546, Page 505, Public Records of Sumter County, Florida, and the Point of Termination; said point being S 29°10'02" E, 23.91 feet and S 07°45'01" E, 199.12 feet (along said centerline described in said Official Records Book 546, Page 505) from the North line of the South ½ of the South ½ of said Section 20, and the Point of Termination of easement described in said Official Records Book 546, Page 505.

BSM
BY SK
Date: 2.6.2020

FLORIDA FOREST SERVICE
(850) 681-5800



THE CONNER BUILDING
3125 CONNER BOULEVARD
TALLAHASSEE, FLORIDA 32399-1650

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
COMMISSIONER NICOLE "NIKKI" FRIED

February 11, 2020

Callie DeHaven, Director
Division of State Lands
Department of Environmental Protection
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Subject: Proposed Ingress/Egress Easement – Withlacochee State Forest (WSF)

Ms. DeHaven:

The Florida Forest Service (FFS) reviewed John Harrell's proposal (attached), regarding the proposed easement located on a portion of WSF in Sumter County. The FFS has no objection to this request, and recommends the proposed grantee provide additional compensation to the lead manager (FFS) of the state-owned lands, per Chapter 253.02 (2)(b)4 Florida Statute. WSF is managed by the FFS under Lease Number 3316.

The FFS will look to the Department of Environmental Protection's Division of State Lands to negotiate the terms and conditions of the easement and an agreeable net positive benefit for the state forest. FFS staff will provide input regarding impacted resources and necessary mitigation to ensure the success of this transaction.

We also suggest the proposed grantee be made aware that the FFS utilizes prescribed fire to manage natural communities, and smoke may impact the area from time to time. Please keep us apprised of the progress. Should you need further assistance please contact Alan Davis at (850) 681-5816.

Sincerely,

Jim Karels, Director
Florida Forest Service

JRK/ad

cc: Erin Albury, Assistant Director, FFS
Keith Rowell, Land Programs Administrator, FFS
Keith Mousel, Center Manager, FFS

Attachment



FOR BPLA UPLANDS USE:

ARC TEN QUESTIONS

| | | |
|-------------------------|--|-----------------------|
| Project Name: | Easement – Withlacochee State Forest (WSF) | |
| Managing Agency: | Florida Forest Service | |
| Submitted by: | Alan Davis | Date: 3/2/2020 |
| Applicant: | John Harrell | |

1. Description of when and under what program or fund the parcel under consideration was acquired (EEL, LATF, CARL, P-2000, Florida Forever, etc.) or donated.

Response: The property was purchased on March 16, 1995 using Preservation 2000 funding.

2. Description of the purpose for the parcel’s acquisition (P-2000 or Florida Forever goals and criteria or similar purpose descriptions) or donation and any restrictions or conditions of use that apply to the parcel, if any.

Response: This parcel is managed in conjunction with WSF for conservation purposes.

3. Description of the current level of public recreational use or public access of the parcel.

Response: There are no impacts to recreational uses or public access anticipated within the proposed easement area.

4. Description of the natural resources, land cover, vegetation, habitat or natural community, if any, that are currently present on the parcel.

Response: The proposed easement area is an existing dirt road.

5. Description and list of the imperiled and other wildlife species, if any, that occurs on or use the parcel.

Response: There are no known imperiled or other wildlife species that occupy the easement area.

6. Description and list of historical or archaeological resources, if any, that occurs or has the potential of occurring on the site.

Response: There are no known historical archaeological resources that occupy the easement area.

7. Formal alternative site analysis that includes a description and assessment of other potential alternative sites and why they are not feasible or practicable alternatives.

Response: There are no feasible or practicable alternatives than the recommended easement route (see the application).

8. Assessment of the impacts the proposed alternative use will have on the natural/historical/archaeological/recreational resources, if any, as well as on the current public use and purpose for the site or parcel.

Response: The easement request is not anticipated to have any of these impacts with the easement area.

9. Assessment of the potential impacts on the larger area of conservation lands the parcel is located within (park, wildlife management area, forest trail, etc.) and on any surrounding conservation lands, if any.

Response: The proposed easement will not negatively impact the surrounding WSF nor the multiple-use management activities occurring on the forest.

10. Assessment of how the proposed package of consideration and net positive benefit for the requested alternative use of the parcel, such as the generally standard requirement for replacement land (depending on the parcel's size), will offset the impacts and benefit the larger area of conservation lands (park, forest, wildlife management area, trail system, etc.) the parcel is within and particularly how it will offset the impacts or benefit the natural/historical/ archaeological resources, habitat and public recreational uses of the public conservation area the parcel is located within.

Response: The Florida Forest Service (FFS) will look to the Division of State Lands in determining the compensation for this project, including the net positive benefit, however, recommends the proposed grantee provide additional compensation to the lead manager FFS of the state-owned lands, per Chapter 253.02 (2)(b)4. Florida Statute. WSF is managed by the FFS under Lease Number 3316.



FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

LAUREL M. LEE
Secretary of State

Mr. Jay Sircy
Bureau of Public Land Administration, MS 130
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

April 22, 2020

RE: DHR Project File No.: **2020-0414B – DHR Revised Determination**
Project: John Harrell Ingress/ Egress Easement No. 33263
Withlacoochee State Forest, Sumter County

Dear Mr. Sircy:

Our office reviewed the referenced easement request in accordance with this agency's responsibilities under Chapter 267.061 *Florida Statutes*, and implementing state regulations, for possible effects on historic properties listed, or eligible for listing, in the *National Register of Historic Places (NRHP)*, or otherwise of historical, architectural or archaeological value.

Based on additional information we have received from the applicant, and the Withlacoochee State Forest Staff, we are rescinding our recommendation for a cultural resource assessment survey of the Harrell Easement No. 33262. It is our understanding that the easement is an elevated road, ditched on both sides, and is currently drivable. There are no plans to alter the road, and only maintenance activities will be conducted such as mowing. In addition, based on information from forestry personnel, we note that archaeological Site 8SM506 (a pile of abandoned herty cups), is not located within the proposed Harrell Easement. It is the therefore the opinion of this office that the proposed project is unlikely to affect historic properties.

For any questions concerning our comments, please contact Robin Jackson, Historic Preservationist, by electronic mail at robin.jackson@dos.myflorida.com, or at 850.245.6496, or 800.847.7278.

Sincerely,

A handwritten signature in blue ink that reads "Jason Aldridge" with "For" written below it.

Timothy A. Parsons, Ph.D.
Director, Division of Historical Resources and
Historic Preservation Officer

Division of Historical Resources
R.A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399
850.245.6300 • 850.245.6436 (Fax) • FLHeritage.com



This is the existing Easement.

25.00
3.50 JF
70 DEC
29.20
THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

David P. Barker, Esq.
FOLEY & LARDNER
111 North Orange Avenue, Suite 1800
Post Office Box 2193
Orlando, FL 32802-2193
(407) 423-7656

17 Nov 95
Quaker
Bookbinder

OFF. REC. 546 PAGE 505
279225
RECORDING DEPARTMENT
SUMNER COUNTY FLORIDA
MAY 17 12 21 PM '95
CLERK OF COURT
BY
FOLEY & LARDNER
For Recording Purposes Only

NON-EXCLUSIVE PERPETUAL ACCESS EASEMENT AGREEMENT

THIS NON-EXCLUSIVE PERPETUAL ACCESS EASEMENT AGREEMENT ("Easement Agreement") is made and entered into this 17th day of January, 1995, by and between SUSAN MATHERS SLEMONS, as Trustee of the Susan Mathers Slemons Revocable Trust Dated January 22, 1982, whose address is 530 Lakeview Street, Orlando, Florida 32804 (hereinafter referred to as the "Grantor"), and ANDREW M. WADE and MAXINE E. WADE, his wife, whose address is 28 North Oxalis Drive, Orlando, Florida 32807 (hereinafter referred to as the "Grantee"):

(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, partnerships [including joint ventures], public bodies and quasi-public bodies.)

WITNESSETH:

WHEREAS, Grantor is the owner of that certain real property located in Sumter County, Florida, as more particularly describe in Exhibit "A" attached hereto and incorporated herein by reference (the "Easement Property"); and

WHEREAS, Grantee has requested, and Grantor has agreed to grant and convey to Grantee, a non-exclusive access easement over, upon and across the Easement Property for the specific and limited purposes hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants promises, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct, form a material part of this Easement Agreement and are incorporated herein by reference.

Section 2. Grant of Easement. Grantor hereby gives, grants, bargains, sells and conveys to Grantee a non-exclusive easement for access purposes over, under and upon the Easement Property (the "Easement"), with full right and authority of ingress and egress over, upon and across the Easement Property at all times for the purpose of access to and from certain real property and related appurtenances in the vicinity of the Easement Property ("Grantee's Property").

REC: 546 PAGE 506

Section 3. **Limitation on Easement.** This Easement is given by Grantor to Grantee subject to the following terms, conditions and limitations: (1) the Easement granted herein is solely for the purpose of ingress and egress to and from Grantee's Property and for no other purpose; and (2) Grantee shall, at Grantee's sole cost and expense, maintain the Easement Property in good condition sufficient for Grantee and Grantor to utilize the Easement Property for the purposes set forth herein.

Section 4. **Reservation of Use By Grantor.** This Easement is non-exclusive and the Grantor reserves to itself, its successors and assigns, the right to utilize the Easement Property for any purpose which does not interfere with the use of the Easement Property by Grantee for the purposes set forth herein. Each party shall use the rights granted and reserved by this Easement Agreement with due regard to the rights of the other party to use and enjoy the Easement Property.

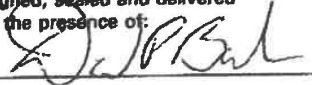
Section 5. **Indemnification.** The Grantee agrees to indemnify and hold harmless the Grantor, its successors and assigns, from and against any and all claims, actions, causes of action, loss, damage, injury, liability, cost or expense, including without limiting attorneys' fees (whether incurred before, during or after trial, or upon any appellate level), arising from the Grantee's use of the Easement Property or from the exercise by the Grantee of any rights granted by this Easement Agreement.

Section 6. **Successors and Assigns.** The Easement shall be binding upon and inure to the benefit of the parties specified herein, their respective legal representatives, successors and assigns, and the benefits and burdens hereof shall run with the Easement Property.

Section 7. **Modification.** This Easement Agreement may be modified or amended only upon the mutual written consent of Grantee and Grantor.

Section 8. **Effective Date.** This Easement Agreement shall only become effective between the parties hereto upon recording in the Public Records of Sumter County, Florida.

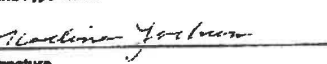
IN WITNESS WHEREOF, the parties hereto have subscribed their names and have caused this Easement Agreement to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Signature

DAVID P. BARKER
Print/Type Name


Signature


JUDITH L. HENNING
Print/Type Name

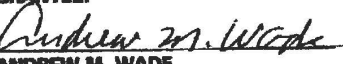

Signature

MAXINE E. WADE
Print/Type Name


Signature

MARGARET I. ALDERMAN
Print/Type Name

GRANTOR:

SUSAN MATHERS SLEMONS, as
Trustee of the Susan Mathers Slemons
Revocable Trust Dated January 22, 1982

GRANTEE:

ANDREW M. WADE

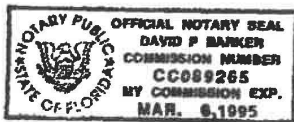

MAXINE E. WADE

OFF. REC. 546 PAGE 507

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared SUSAN MATHERS SLEMONS, as Trustee of Susan Mathers Slemons Revocable Trust Dated January 22, 1982 and that she acknowledged executing the same on behalf of said trust in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in her by said Trust. She X is personally known to me or [] produced a Florida drivers license as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of January, 1995.



David P. Barker
Notary Public

Name: DAVID P. BARKER

My commission expires:

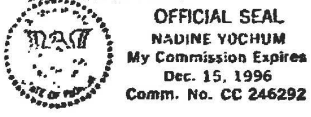
(NOTARIAL SEAL)

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared ANDREW M. WADE and MAXINE E. WADE, his wife, and that they acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily for the purposes set forth herein. They [] are personally known to me or [] produced a Florida drivers license as identification. W 300 - 013 - 27 - 127 11/95
W 300 - 009 - 28 - 691 11/95

WITNESS my hand and official seal in the County and State last aforesaid this 18th day of January, 1995.

(NOTARIAL SEAL)



Nadine Yochum
Notary Public

Name: NADINE Yochum

My commission expires:

EXHIBIT "A"
(1 of 3)

OFF. REC. 546 PAGE 508

DESCRIPTION (Proposed Ingress/Egress Easement)

A strip of land 30.00 feet in width lying in the South 1/2 of the South 1/2 of Section 20, Township 22 South, Range 23 East, Sumter County, Florida, lying 15.00 feet on each side of the following described centerline:

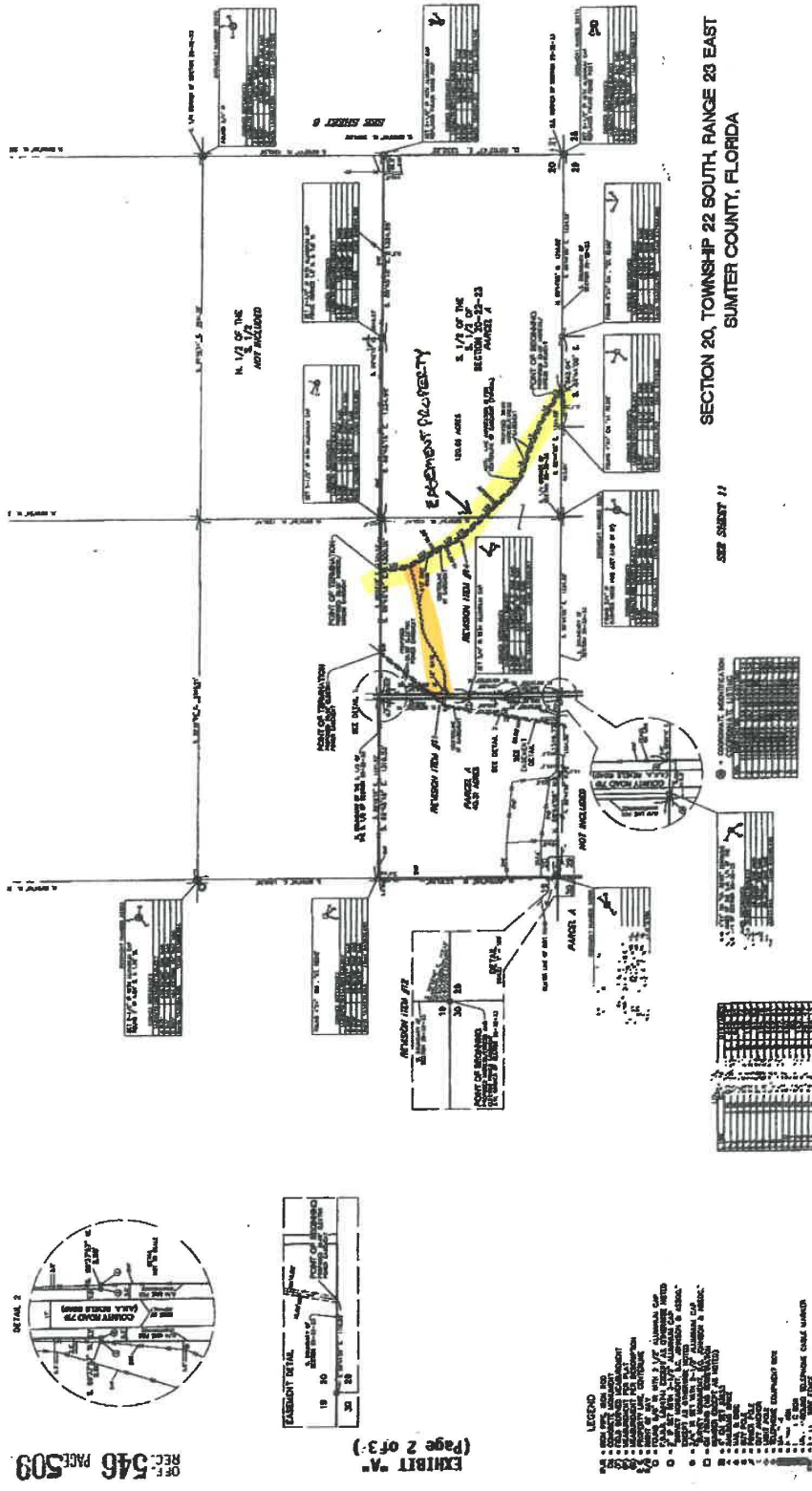
For a point of reference commence at the Southeast corner of said Section 20; thence N.89°44'06"W. along the South boundary of said Section 20, a distance of 1710.08 feet for a POINT OF BEGINNING; thence departing said South boundary, N.53°23'09"W., a distance of 81.83 feet; thence N.58°28'12"W., a distance of 194.78 feet; thence N.67°35'20"W., a distance of 272.49 feet; thence N.74°19'10"W., a distance of 142.21 feet; thence N.56°20'56"W., a distance of 137.07 feet; thence N.43°46'11"W., a distance of 450.83 feet; thence N.37°52'23"W., a distance of 80.03 feet; thence N.26°21'05"W., a distance of 142.98 feet; thence N.29°10'02"W., a distance of 291.47 feet; thence N.07°45'01"W., a distance of 199.12 feet to the POINT OF TERMINATION, said point being on the North boundary of the South 1/2 of the South 1/2 of said Section 20.

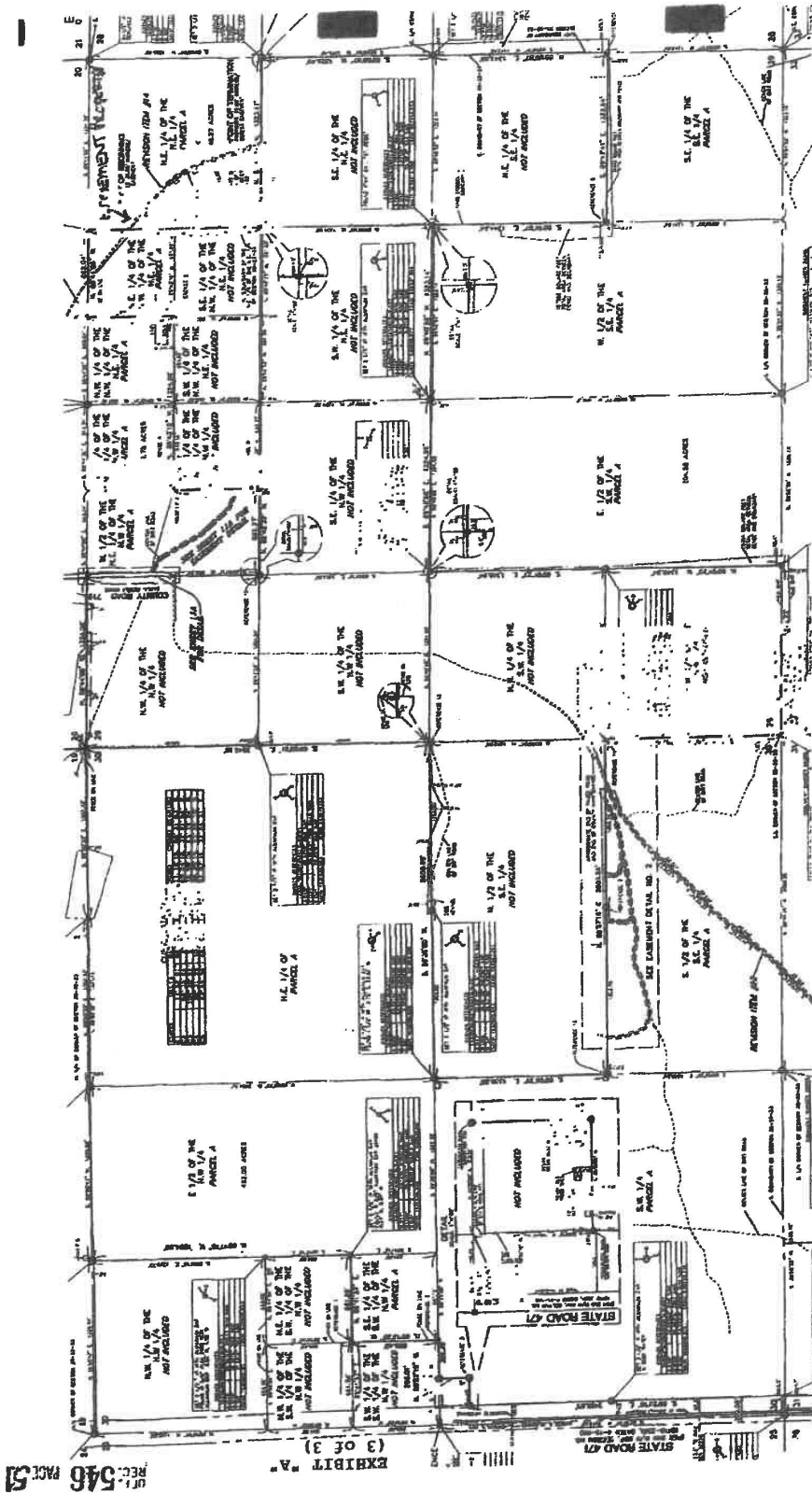
DESCRIPTION (Proposed 30.00' Ingress/Egress Easement)

A strip of land 30.00 feet in width lying in the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 22 South, Range 23 East, Sumter County, Florida, lying 15.00 feet on each side of the following described centerline:

For a point of reference commence at the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of said Section 29; thence S.00°01'07"E. along the West boundary of the Northeast 1/4 of the Northeast 1/4 of said Section 29, a distance of 313.39 feet for a POINT OF BEGINNING; thence S.49°37'29"E., a distance of 421.96 feet to a point of curvature; thence Southeasterly 199.10 feet along the arc of a curve to the right, said curve having a radius of 480.00 feet, a central angle of 23°45'56", and a chord bearing and distance of S.37°44'31"E., 197.67 feet to a point of tangency; thence S.25°51'33"E., a distance of 143.37 feet; thence S.17°48'05"E., a distance of 479.08 feet to the POINT OF TERMINATION, said point being on the South boundary of the Northeast 1/4 of the Northeast 1/4 of said Section 29.

Existing Easement
 Easement I am requesting





53.20

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 201960050159 Date: 12/30/2019 Time: 11:25AM
Page 1 of 6 B: 3679 P: 394 By: BO
Doc Stamp-Deed: 0.70

PREPARED BY AND RETURN TO:

John R. Harrell
5856 SE 53rd Lane
Center Hill, FL 33514

**NON-EXCLUSIVE PERPETUAL ACCESS
EASEMENT AGREEMENT**

THIS NON-EXCLUSIVE PERPETUAL ACCESS EASEMENT AGREEMENT

(“Easement Agreement” is made and entered into this this 19 day of November, 2019, by and between **John Fussell and Deah Akins Fussell**, whose address is: 14069 County Road 719, Webster, Florida 33597, (hereinafter collectively referred to as the “Grantor”), in favor of **John R. Harrell & Jaelyn L. Harrell**, his wife, whose address is 5856 SE 53rd Lane, Center Hill, FL 33514, (hereinafter collectively referred to as “Grantee”):

(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, partnerships [including joint ventures], public bodies and quasi-public bodies, including the singular or plural as required.)

WITNESSETH:

WHEREAS, Grantor is the owner of that certain real property located in Sumter County, Florida, as more particularly described in Exhibit “A” attached hereto and incorporated herein by reference (the “Easement Property”); and

WHEREAS, Grantee has requested, and Grantor has agreed to grant and convey to Grantee, a non-exclusive access easement over, upon and across the Easement Property for the specific and limited purposes hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants promises, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. **Recitals.** The above recitals are true and correct, form a material part of this Easement Agreement and are incorporated herein by reference.

Section 2. **Grant of Easement.** Grantor hereby gives, grants, bargains, sells and conveys to Grantee a non-exclusive easement for access purposes over, under, and upon the Easement Property (the “Easement”), with full right and authority of ingress and egress over, upon, and across the Easement Property at all times for the purpose of access to and from certain real property and related appurtenances in the vicinity of the Easement Property (“Grantee’s Property”).

Section 3. **Limitation on Easement.** This Easement is given by Grantor to Grantee subject to the following terms, conditions, and limitations: (1) the Easement granted herein is solely for the purpose of ingress and egress to and from Grantee’s Property, being Sumter County Property Appraiser’s Parcels #T29-022, as described in Exhibit “B” attached hereto and

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 201960050159 Date: 12/30/2019 Time: 11:25AM
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incorporated herein by reference, and for no other purpose; and (2) Grantee shall, at Grantee's sole cost and expense, maintain the Easement Property in good condition sufficient for Grantee and Grantor to reasonably utilize the Easement Property for the purposes set forth herein.

Section 4. **Reservation of Use By Grantor**. This Easement is non-exclusive and the Grantors reserve to themselves, their successors and assigns, the right to utilize the Easement Property for any purpose which does not interfere with the use of the Easement Property by Grantee for the purposes set forth herein. Each party shall use the rights granted and reserved by this Easement Agreement with due regard to the rights of the other party to use and enjoy the Easement Property.

Section 5. **Indemnification**. The Grantee agrees to indemnify and hold harmless the Grantor, its successors and assigns, from and against any and all claims, actions, causes of action, loss, damage, injury, liability, cost or expense, including without limitation attorneys' fees (whether incurred before, during or after trials, or upon all appellate level), arising from the Grantee's use of the Easement Property or from the exercise by the Grantee of any rights granted by this Easement Agreement.

Section 6. **Successors and Assigns**. The Easement shall be binding upon and inure to the benefit of the parties specified herein, their heirs, respective legal representatives, successors in interest, assigns and licensees forever, and the benefits and burdens hereof shall run with the Easement Property.

Section 7. **Modification**. This Easement Agreement may be modified or amended only upon the mutual written consent of Grantee and Grantor.

Section 8. **Effective Date**. This Easement Agreement shall only become effective between the parties hereto upon recording in the Public Records of Sumter County, Florida.

Section 9. **Venue**. The venue for the enforcement, construction or interpretation hereof shall be the Circuit Court for Sumter County, Florida.

Section 10. **Binding Agreement**. Grantor represents and warrants that Grantor has all right, title and authority to execute this easement for ingress and egress, and bind the Easement Property as herein stated.

[The remainder of this page is intentionally left blank.]

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 201960050159 Date: 12/30/2019 Time: 11:25AM
Page 3 of 6 B: 3679 P: 396 By: BO
Doc Stamp-Deed: 0.70

IN WITNESS WHEREOF, the parties hereto have subscribed their names and have caused this Easement Agreement to be executed as of the day and year first above written.

Signed, Sealed, and delivered
in the presence of:

[Signature]
Witness Signature

Grantor:

[Signature]
John Fussell

Jeremy Neer
Witness Printed Name

[Signature]
Witness Signature

[Signature]
Deah Akins Fussell

Kaitlyn Wiant
Witness Printed Name

[Signature]
Witness Signature

Grantee:
[Signature]
John R. Harrell

Rachel Turner
Witness Printed Name

[Signature]
Witness Signature


[Signature]
Jaclyn L. Harrell

Stacy L Perry
Witness Printed Name

STATE OF FLORIDA
COUNTY OF Sumter

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 **John Fussell**, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily for the purposes set forth herein. He is personally known to me or has produced a Florida drivers license as identification [].

WITNESS my hand and official seal in the County and State last aforesaid this 19 day of November, 2019.

 Kaitlyn Wiant
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG197882
Expires 3/19/2022


[Signature]
Notary Public

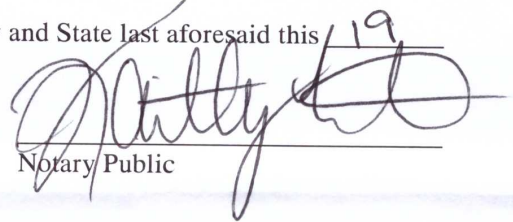
Gloria R. Hayward, Sumter County Clerk of Court
Inst: 201960050159 Date: 12/30/2019 Time: 11:25AM
Page 4 of 6 B: 3679 P: 397 By: BO
Doc Stamp-Deed: 0.70

STATE OF FLORIDA
COUNTY OF Sumter

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 **Deah Akins Fussell** and that she acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily for the purposes set forth herein. She is personally known to me or has produced a Florida drivers license as identification [].

WITNESS my hand and official seal in the County and State last aforesaid this 19
day of November, 2019.

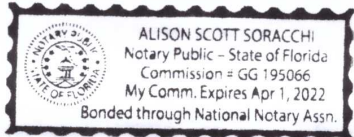
 Kaitlyn Wiant
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG197882
Expires 3/19/2022

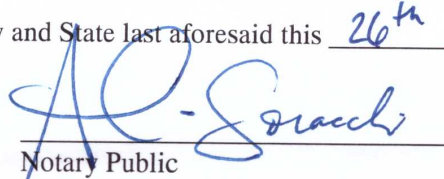

Notary Public

STATE OF FLORIDA
COUNTY OF Marion

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 **John R. Harrell** and **Jaclyn L. Harrell**, is wife, and that they acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily for the purposes set forth herein. They are personally known to me [] or has produced a Florida drivers license as identification [].

WITNESS my hand and official seal in the County and State last aforesaid this 26th
day of December, 2019.

 ALISON SCOTT SORACCHI
Notary Public - State of Florida
Commission = GG 195066
My Comm. Expires Apr 1, 2022
Bonded through National Notary Assn.


Notary Public

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 201960050159 Date: 12/30/2019 Time: 11:25AM
Page 5 of 6 B: 3679 P: 398 By: BO
Doc Stamp-Deed: 0.70

EXHIBIT "A"
(1 of 1)

DESCRIPTION: Ingress/Egress Easement across the property of the Grantors along the existing elevated roadway being described, more or less, as:

A STRIP OF LAND 30.00 FEET IN WIDTH LYING IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 22 SOUTH, RANGE 23 EAST, PARCEL T29-021, SUMTER COUNTY, FLORIDA, LYING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 22 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE S00°01'07"E, ALONG THE WEST BOUNDARY OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 29, A DISTANCE OF 313.39 FEET TO A POINT OF INTERSECTION WITH THAT CERTAIN EXISTING EASEMENT AS RECORDED IN OFFICIAL RECORD BOOK 546, PAGE 505 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF THE EXISTING DIRT ROAD APPROXIMATELY 387 FEET ON PARCEL T29-021 TO TO THE POINT OF TERMINATION AT THE EAST BOUNDARY OF PARCEL T29-031 WHERE THE CENTERLINE OF THE EXISTING DIRT ROAD CONTINUES APPROXIMATELY 190 FEET TO A POINT 1,710.08 FEET WESTERLY OF THE NORTHEAST CORNER OF AFORESAID SECTION 29 AT THE INTERSECTION WITH THAT NORTHERLY PORTION OF SAID EXISTING EASEMENT.

THE SIDE LINES OF THE ABOVE DESCRIBED EASEMENT TO BE EXTENDED OR SHORTENED TO FORM A CONTIGUOUS BORDER.

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 201960050159 Date: 12/30/2019 Time: 11:25AM
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Doc Stamp-Deed: 0.70

EXHIBIT "B"
(1 of 1)

T29-022 The East ½ of NE ¼ of SE ¼ and East ½ of SE ¼ of NE ¼ less the South 2/3 of East ½ of NE ¼ of SE ¼ of Section 29, Township 22 South, Range 23 East, Sumter County, Florida. AND The North 1/3 of the East ½ of the NE ¼ of the SE ¼ of Section 29, Township 22 South, Range 23 East, Sumter County, Florida.

01.70

PREPARED BY AND RETURN TO:

John R. Harrell
5856 SE 53rd Lane
Center Hill, FL 33514

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 201960050160 Date: 12/30/2019 Time: 11:25AM
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NON-EXCLUSIVE PERPETUAL ACCESS
EASEMENT AGREEMENT

THIS NON-EXCLUSIVE PERPETUAL ACCESS EASEMENT AGREEMENT ("Easement Agreement") is made and entered into this this 23 day of November, 2019, by and between **Donald Temple & Tamara Berry**, whose address is: 14103 CR 719, Webster, FL 33597, (hereinafter collectively referred to as the "Grantor"), in favor of **John R. Harrell & Jaclyn L. Harrell**, his wife, whose address is 5856 SE 53rd Lane, Center Hill, FL 33514, (hereinafter collectively referred to as "Grantee"):

(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, partnerships [including joint ventures], public bodies and quasi-public bodies, including the singular or plural as required.)

WITNESSETH:

WHEREAS, Grantor is the owner of that certain real property located in Sumter County, Florida, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Easement Property"); and

WHEREAS, Grantee has requested, and Grantor has agreed to grant and convey to Grantee, a non-exclusive access easement over, upon and across the Easement Property for the specific and limited purposes hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants promises, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. **Recitals**. The above recitals are true and correct, form a material part of this Easement Agreement and are incorporated herein by reference.

Section 2. **Grant of Easement**. Grantor hereby gives, grants, bargains, sells and conveys to Grantee a non-exclusive easement for access purposes over, under, and upon the Easement Property (the "Easement"), with full right and authority of ingress and egress over, upon, and across the Easement Property at all times for the purpose of access to and from certain real property and related appurtenances in the vicinity of the Easement Property ("Grantee's Property").

Section 3. **Limitation on Easement**. This Easement is given by Grantor to Grantee subject to the following terms, conditions, and limitations: (1) the Easement granted herein is solely for the purpose of ingress and egress to and from Grantee's Property, being Sumter County Property Appraiser's Parcels #T29-022, as described in Exhibit "B" attached hereto and incorporated herein by reference, and for no other purpose; and (2) Grantee shall, at Grantee's

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 201960050160 Date: 12/30/2019 Time: 11:25AM
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Doc Stamp-Deed: 0.70

sole cost and expense, maintain the Easement Property in good condition sufficient for Grantee and Grantor to reasonably utilize the Easement Property for the purposes set forth herein.

Section 4. **Reservation of Use By Grantor.** This Easement is non-exclusive and the Grantors reserve to themselves, their successors and assigns, the right to utilize the Easement Property for any purpose which does not interfere with the use of the Easement Property by Grantee for the purposes set forth herein. Each party shall use the rights granted and reserved by this Easement Agreement with due regard to the rights of the other party to use and enjoy the Easement Property.

Section 5. **Indemnification.** The Grantee agrees to indemnify and hold harmless the Grantor, its successors and assigns, from and against any and all claims, actions, causes of action, loss, damage, injury, liability, cost or expense, including without limitation attorneys' fees (whether incurred before, during or after trials, or upon all appellate level), arising from the Grantee's use of the Easement Property or from the exercise by the Grantee of any rights granted by this Easement Agreement.

Section 6. **Successors and Assigns.** The Easement shall be binding upon and inure to the benefit of the parties specified herein, their heirs, respective legal representatives, successors in interest, assigns and licensees forever, and the benefits and burdens hereof shall run with the Easement Property.

Section 7. **Modification.** This Easement Agreement may be modified or amended only upon the mutual written consent of Grantee and Grantor.

Section 8. **Effective Date.** This Easement Agreement shall only become effective between the parties hereto upon recording in the Public Records of Sumter County, Florida.

Section 9. **Venue.** The venue for the enforcement, construction or interpretation hereof shall be the Circuit Court for Sumter County, Florida.

Section 10. **Binding Agreement.** Grantor represents and warrants that Grantor has all right, title and authority to execute this easement for ingress and egress, and bind the Easement Property as herein stated.

[The remainder of this page is intentionally left blank.]

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 201960050160 Date: 12/30/2019 Time: 11:25AM
Page 3 of 7 B: 3679 P: 402 By: BO
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IN WITNESS WHEREOF, the parties hereto have subscribed their names and have caused this Easement Agreement to be executed as of the day and year first above written.

Signed, Sealed, and delivered
in the presence of:

Grantor:

Jessica Humphries
Witness Signature

Donald Temple
Donald Temple

Jessica Humphries
Witness Printed Name

Tamara Berry
Tamara Berry

Jessica Humphries
Witness Signature

Jessica Humphries
Witness Printed Name

Rachel Turner
Witness Signature

Grantee:
John R. Harrell
John R. Harrell

Rachel Turner
Witness Printed Name

Stacy L. Perry
Witness Signature

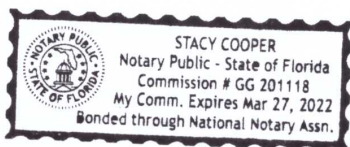
Jaclyn L. Harrell
Jaclyn L. Harrell

Stacy L. Perry
Witness Printed Name

STATE OF FLORIDA
COUNTY OF Lake

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 **Donald Temple**, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily for the purposes set forth herein. He is personally known to me [] or has produced a Florida drivers license as identification [].

WITNESS my hand and official seal in the County and State last aforesaid this 22 day of November, 2019.



[Signature]
Notary Public

STATE OF FLORIDA
COUNTY OF Lalae

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 201960050160 Date: 12/30/2019 Time: 11:25AM
Page 4 of 7 B: 3679 P: 403 By: BO
Doc Stamp-Deed: 0.70

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 **Tamara Berry** and that she acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily for the purposes set forth herein. She is personally known to me [] or has produced a Florida drivers license as identification [].

WITNESS my hand and official seal in the County and State last aforesaid this 22 day of November, 2019.

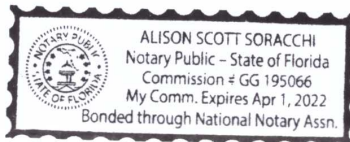


[Signature]
Notary Public

STATE OF FLORIDA
COUNTY OF Marion

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 **John R. Harrell and Jaclyn L. Harrell**, is wife, and that they acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily for the purposes set forth herein. They are personally known to me [] or has produced a Florida drivers license as identification [].

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of December, 2019.



[Signature]
Notary Public

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 201960050160 Date: 12/30/2019 Time: 11:25AM
Page 5 of 7 B: 3679 P: 404 By: BO
Doc Stamp-Deed: 0.70

EXHIBIT "A"

(1 of 1)

DESCRIPTION: Ingress/Egress Easement across the property of the Grantors along the existing elevated roadway being described, more or less, as:

A STRIP OF LAND ON PARCEL T29-031, 30.00 FEET IN WIDTH LYING IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 22 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LYING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:
FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 22 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; THENCE S00°01'07"E, ALONG THE WEST BOUNDARY OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 29, A DISTANCE OF 313.39 FEET TO A POINT OF INTERSECTION WITH THAT CERTAIN EXISTING EASEMENT AS RECORDED IN OFFICIAL RECORD BOOK 546, PAGE 505 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF THE EXISTING DIRT ROAD APPROXIMATELY 387 FEET ON PARCEL T29-021 TO A POINT OF BEGINNING AT THE EAST BOUNDARY OF PARCEL T29-031; THENCE CONTINUING ALONG THE CENTERLINE OF THE EXISTING DIRT ROAD APPROXIMATELY 190 FEET TO THE POINT OF TERMINATION BEING 1,710.08 FEET WESTERLY OF THE NORTHEAST CORNER OF AFORESAID SECTION 29 AND INTERSECTING WITH THAT NORTHERLY PORTION OF SAID EXISTING EASEMENT.

THE SIDE LINES OF THE ABOVE DESCRIBED EASEMENT TO BE EXTENDED OR SHORTENED TO FORM A CONTIGUOUS BORDER.

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Inst: 201960050160 Date: 12/30/2019 Time: 11:25AM
Page 6 of 7 B: 3679 P: 405 By: BO
Doc Stamp-Deed: 0.70

EXHIBIT "B"
(1 of 1)

T29-022 The East ½ of NE ¼ of SE ¼ and East ½ of SE ¼ of NE ¼ less the South 2/3 of East ½ of NE ¼ of SE ¼ of Section 29, Township 22 South, Range 23 East , Sumter County, Florida.