

THIS INSTRUMENT WAS PREPARED BY:

TERRY McDAVID 05-298  
POST OFFICE BOX 1328  
LAKE CITY, FL 32056-1328

RETURN TO:

TERRY McDAVID  
POST OFFICE BOX 1328  
LAKE CITY, FL 32056-1328

Inst:2005010600 Date:08/03/2005 Time:15:33

Doc Stamp-Deed : 5390.00

*mk* DC,P.DeWitt Cason,Columbia County B:1053 P:2636

Property Appraiser's  
Identification Numbers R00163-000 and R00162-000

#### WARRANTY DEED

This Warranty Deed, made this 27th day of July, 2005, BETWEEN MS, DM & BL, LLC, A Florida Limited Liability Company, whose post office address is 3101 West US Highway, Suite 101, Lake City, FL 32055, of the County of Columbia, State of Florida, grantor\*, and MICHAEL L. McCAULEY and GWENDOLYN K. McCAULEY, Husband and Wife whose post office address is 4144 NW Nogel Road, Wellborn, FL 32094, of the County of Suwannee, State of Florida, grantee\*.

(Whenever 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, trusts and trustees)

**Witnesseth:** that said grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Columbia County, Florida, to-wit:

The SW 1/4 of the SW 1/4, LESS AND EXCEPT that part that lies East of the road right-of-way AND the NW 1/4 of the SW 1/4, Section 12, Township 3 South, Range 15 East, Columbia County, Florida.

**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** subject to taxes for the current year and later years and all valid easements and restrictions of record, if any, which are not hereby reimposed; and also subject to any claim, right, title or interest arising from any recorded instrument reserving, conveying, leasing, or otherwise alienating any interest in the oil, gas and other minerals. And grantor does warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever, subject only to the exceptions set forth herein.

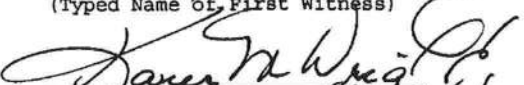
**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered  
in our presence:

MS, DM & BL, LLC

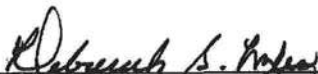
  
(Signature of First Witness)

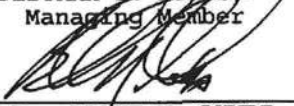
TERRY MCDAVID  
(Typed Name of First Witness)

  
(Signature of Second Witness)

KAREN M. WRIGHT  
(Typed Name of Second Witness)

  
By: MICHAEL STREICHER, (SEAL)  
Managing Member


  
By: DEBORAH S. MYLES, (SEAL)  
Managing Member

  
By: BLAKE N. LUNDE, II, (SEAL)  
Managing Member


STATE OF Florida  
COUNTY OF Columbia

The foregoing instrument was acknowledged before me this 27th day of July, 2005, by MICHAEL STREICHER, DEBORAH S. MYLES and BLAKE N. LUNDE, II, as Managing Members of MS, DM & BL, LLC, A Florida Limited Liability Company, who are personally known to me and who did not take an oath.

My Commission Expires:

  
Notary Public  
Printed, typed, or stamped name:



Inst:  Date: 08/03/2005 Time: 15:33  
Doc Stamp-Deed : 5390.00  
DC, P. Dewitt Cason, Columbia County B: 1053 P: 2637

## ***DURABLE POWER OF ATTORNEY***

I, Michael L. McCauley, residing at 4144 NW Noegel Road, Wellborn, Florida 32094, hereby appoint Scott P. McCauley of 4142 NW Noegel Road, Wellborn, Florida 32094, as my attorney-in-fact ("Agent") to exercise the powers and discretions described below.

This durable power of attorney is not terminated by subsequent incapacity of the principal except as provided in chapter 709, Florida Statutes.

My Agent shall have full power and authority to act on my behalf. This power and authority shall authorize my Agent to manage and conduct all of my affairs and to exercise all of my legal rights and powers, including all rights and powers that I may acquire in the future. By initialing, Michael L. McCauley grants my Agent the power to act with respect to the subjects below:

<u>MLM</u>	-	Real property transactions
<u>MLM</u>	-	Tangible personal property
<u>MLM</u>	-	Stocks and bonds as provided in Florida Statutes section 709.2208(2)
<u>MLM</u>	-	Commodity and options
<u>MLM</u>	-	Bank and other financial institutions as provided in Florida Statutes section 709.2208(1)
<u>MLM</u>	-	Operation of entity or business
<u>MLM</u>	-	Estates, trusts, and other beneficial interests
<u>MLM</u>	-	Insurance and annuity transactions
<u>MLM</u>	-	Claims and litigation
<u>MLM</u>	-	Personal and family maintenance
<u>MLM</u>	-	Benefits from governmental programs or civil or military service
<u>MLM</u>	-	Retirement plans
<u>MLM</u>	-	Taxes

## **GRANT OF SPECIFIC AUTHORITY**

(CAUTION: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. Consultation with an attorney is recommended before granting any of these specific powers.)

In addition to the above listed powers, by initialing below, Michael L. McCauley grants Agent the powers below:

<u>MLM</u>	-	Create, amend, revoke, or terminate an inter vivos trust
<u>MLM</u>	-	Make a gift subject to the limitations under federal law and any Special Instructions under this Power of Attorney
<u>MLM</u>	-	Create or change rights of survivorship
<u>MLM</u>	-	Create or change a beneficiary designation
<u>MLM</u>	-	Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan
<u>MLM</u>	-	Access the content of electronic communications

mm - Disclaim or refuse an interest in property, including a power of appointment

I hereby grant to my Agent the full right, power, and authority to do every act, deed, and thing necessary or advisable to be done regarding the above powers, as fully as I could do if personally present and acting.

Any power or authority granted to my Agent under this document shall be limited, to the extent necessary, to prevent this Power of Attorney from causing, (i) my income to be taxable to my Agent, (ii) my assets to be subject to a general power of appointment by my Agent, or (iii) my Agent to have any incidents of ownership with respect to any life insurance policies that I may own on the life of my Agent.

My Agent shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Agent shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Power of Attorney. A Successor Agent shall not be liable for acts of a prior Agent.

My Agent shall not be entitled to any compensation, during my lifetime or upon my death, for any services provided as my Agent. My Agent shall be entitled to reimbursement of all reasonable expenses incurred as a result of carrying out any provision of this Power of Attorney.

My Agent shall provide an accounting for all funds handled and all acts performed as my Agent as required under state law or upon my request or the request of any authorized personal representative, fiduciary or court of record acting on my behalf.

This Power of Attorney is granted in, and shall be governed by, the laws of the state of Florida; however, I intend that this Power of Attorney be universally recognized and that it be universally admissible to recordation. In the event that I become a resident of another jurisdiction, or obtain property, including real property or any other property interest, in another jurisdiction, it remains my intention that the laws of Florida shall continue to govern this Power of Attorney.

### **Notice to Person Executing Power of Attorney:**

A Power of Attorney is an important legal document. By signing the Power of Attorney, you are authorizing another person to act for you, the principal. Before you sign this Power of Attorney, you should know these important facts:

Your Agent (attorney-in-fact) has no duty to act unless you and your Agent agree otherwise in writing. However, once your agent takes on a responsibility, he or she has a duty to act prudently.

This document gives your Agent the powers to manage, dispose of, sell and convey your real and personal property, and to use your property as security if your Agent borrows money on your behalf, unless you provide otherwise in this Power of Attorney.

Your Agent will have the right to receive reasonable payment for services provided under this Power of Attorney unless you provide otherwise in this Power of Attorney.

The powers you give your Agent will continue to exist for your entire lifetime, unless you state that the Power of Attorney will last for a shorter period of time or unless you otherwise terminate the Power of Attorney. The powers you give your Agent in this Power of Attorney will continue to exist even if you can no longer make your own decisions respecting the management of your property, unless you provide otherwise in this Power of Attorney.

You can change or correct the terms of this Power of Attorney only by executing a new Power of Attorney, or by executing an amendment through the same formalities as an original. You have the right to revoke or terminate this Power of Attorney at any time, so long as you are competent.

This Power of Attorney must be dated and signed by you and must be acknowledged before a notary public and signed by two subscribing witnesses. The witnesses must be mentally competent and they must witness the principal's signing of the Power of Attorney. Best practices are that the Notary Public is **not** one of the two subscribing witnesses and that none of the witnesses are an Agent under this Power of Attorney.

You should read this Power of Attorney carefully. When effective, this Power of Attorney will give your Agent the right to deal with property that you now have or might acquire in the future. The Power of Attorney is important to you. If you do not understand the Power of Attorney, or any provision of it, then you should obtain the assistance of an attorney or other qualified person.

This Power of Attorney shall become effective immediately, and shall not be affected by my disability or lack of mental competence, except as may be provided otherwise by an applicable state statute. This is a Durable Power of Attorney. This Power of Attorney shall continue to be effective until my death. This Power of Attorney may be revoked by me at any time by providing written notice to my Agent.

Dated January 29, 2022 at Lake City, Florida.

Michael L. McCauley  
Michael L. McCauley

The foregoing power of attorney was, on the date written above, published and declared by Michael L. McCauley in our presence to be his/her power of attorney. We, in his/her presence and at his/her request, and in the presence of each other, have attested to the same and have signed our names as attesting witnesses.

Witness Signature: William R. Vrasil

Name: William R. Vrasil

City: Lake City

State: Florida

Witness Signature: Tracy L. Fennell

Name: Tracy L. Fennell

City: Lake City

State: Florida

STATE OF FLORIDA,  
COUNTY OF COLUMBIA, ss:

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 29<sup>th</sup> day of January, 2022 by Michael L. McCauley, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Nettie Davis

Signature of person taking acknowledgment

NETTIE DAVIS  
Commission # HH 026452  
Expires August 5, 2024  
Name Printed or stamped  
Bonded Thru Troy Pain Insurance 800-385-7019  
My commission expires \_\_\_\_\_

### **Notice to Person Accepting the Appointment as Attorney-in-Fact:**

By acting or agreeing to act as the Agent (Attorney-in-Fact) under this Power of Attorney, you assume the fiduciary and other legal responsibilities of an Agent. These responsibilities include:

1. The legal duty to act solely in the interest of the principal; act loyally, with care, competence, and diligence; and avoid conflicts of interest.
2. The legal duty to identify yourself as Agent whenever you act on behalf of the principal by printing the name of the principal and signing your name followed by the words "as Agent."
3. The legal duty to keep a record of all transactions made on behalf of the principal, including the responsibility to produce receipts, ledgers and other records of all deposits, disbursements or other transactions involving the principal's assets or indebtedness.
4. The legal duty to cooperate with the principal's Agent for healthcare decisions, should the principal appoint such an Agent, in making decisions in accordance with the principal's desires or in the best interest of the principal if the principal's wishes are not known.
5. The legal duty to preserve the principal's estate plan, if one exists, and the principal's desires for such plan to be preserved.
6. The legal duty to keep the principal's property separate and distinct from any other property owned or controlled by you.
7. The legal duty to terminate actions as Agent (Attorney-in-Fact) under this Power of Attorney upon the occurrence of any of the following:
  - a. The principal's death;
  - b. Revocation of the Power of Attorney of the principal;
  - c. The arrival of any date stated in the Power of Attorney, which states the termination of the Power of Attorney, if any; or
  - d. No additional action is required under the Power of Attorney.
8. If you are the spouse of the principal, the Power of Attorney terminates upon legal separation or dissolution of the marriage.
9. You may be held responsible and liable for any intentional actions which violate or abuse your authority under this Power of Attorney as provided by the state and federal laws governing this Power of Attorney.
10. You have the right to seek legal advice if you do not understand your duties as Agent or any provisions in the Power of Attorney.

You may not transfer the principal's property to yourself without full and adequate consideration or accept a gift of the principal's property unless this Power of Attorney specifically authorizes

you to transfer property to yourself or accept a gift of the principal's property. If you transfer the principal's property to yourself without specific authorization in the Power of Attorney, you may be prosecuted for fraud and/or embezzlement. If the principal is 65 years of age or older at the time that the property is transferred to you without authority, you may also be prosecuted for elder abuse. In addition to criminal prosecution, you may be sued in civil court.

I have read the foregoing notice and I understand the legal and fiduciary duties that I assume by acting or agreeing to act as the Agent (Attorney-in-Fact) under the terms of this Power of Attorney.

Date: Jan 29 2022

Signed:

  
\_\_\_\_\_  
Scott McCauley