
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Creek Side Acres Final Plat

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord

CONTACT: Denny Gibbs

EXT: 7387

MOTION/RECOMMENDATION:

Approve, and authorize the Chairman to execute, the final plat for Creek Side Acres located on Snowhill Road in Section 03, Township 21S, Range 32E.

District 1 Bob Dallari

District 2 Michael McLean

Tony Walter

BACKGROUND:

The applicant, Lou Tulp for Yarborough Ranch Properties, is requesting approval of the final plat for Creek Side Acres. The plat consists of three (3) tracts over 6,548.39 acres more or less and is zoned A-5 and A-10. The property is situated with Snowhill Road on the west, the St. Johns River/County Line on the east; the north side is bounded primarily by the Little Big Econ State Forest and extends south beyond the Econlockhatchee River. The 6,548 acres are in Townships 20 and 21 S, and Ranges 32 and 33 E.

Tract 1 and Tract 2 consists of approximately 5,187 acres. These tracts will transfer to St. John's River Water Management District and be preserved as part of the Little Big Econ State Forest. Tract 1 and Tract 2 contain approximately 1,017 acres of uplands, 2,884 acres of wetlands, and the balance is sovereign land.

Tract 3 is approximately 1,360.49 acres with 891 acres of uplands and is reserved for future development with the density not to exceed 300 units. This development would require a new subdivision plan under the Optional Cluster Provisions in the Seminole County Land Development Code under Section 30.109.

The plat meets all applicable requirements of Chapter 35, Seminole County Land Development Code and Chapter 177, Florida Statutes.

STAFF RECOMMENDATION:

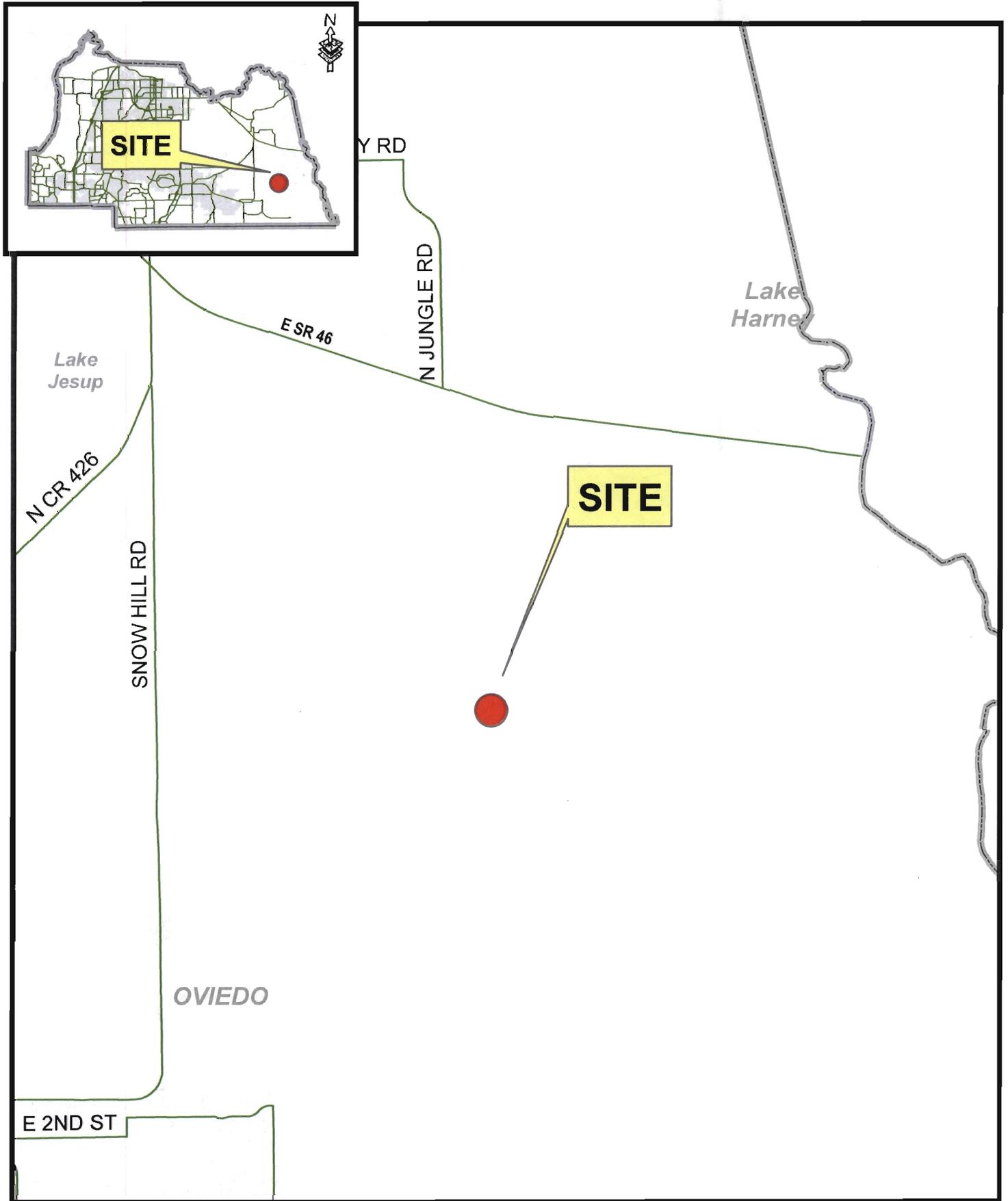
Staff recommends that the Board approve, and authorize the Chairman to execute, the final plat for Yarborough Ranch located on Snowhill Road in Section 03, Township 21S, Range 32E.

ATTACHMENTS:

1. Maps and Aerials
2. Maps and Aerials
3. Maps and Aerials
4. Plat Page 1
5. Plat Page 2
6. Plat Page 3
7. Plat Page 4
8. Plat Page 5
9. Plat Page 6
10. Plat Page 7
11. Open space easement 011608
12. Development Order
13. DO Exhibit B
14. DO Exhibit C

Additionally Reviewed By:

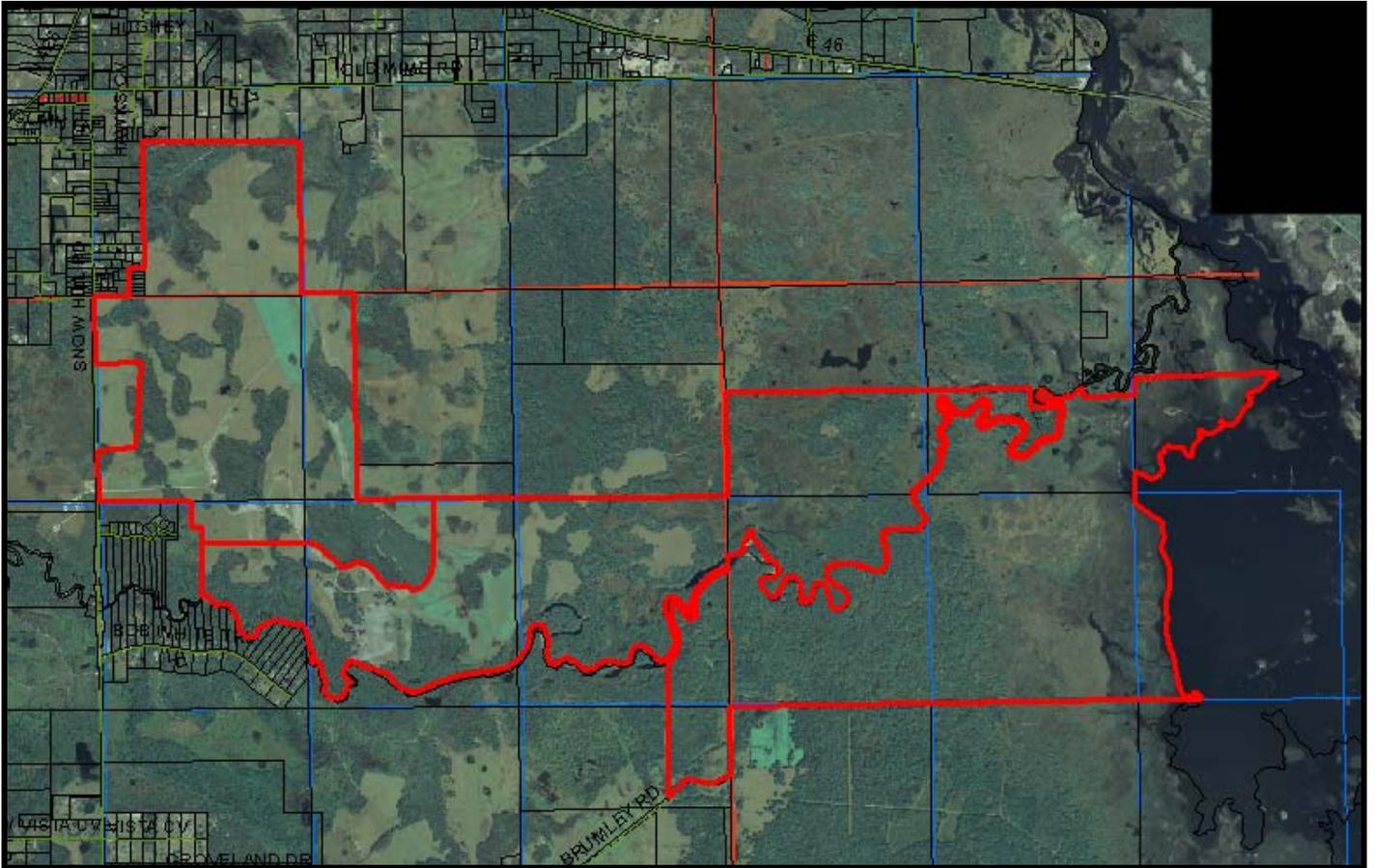
County Attorney Review (Kathleen Furey-Tran)



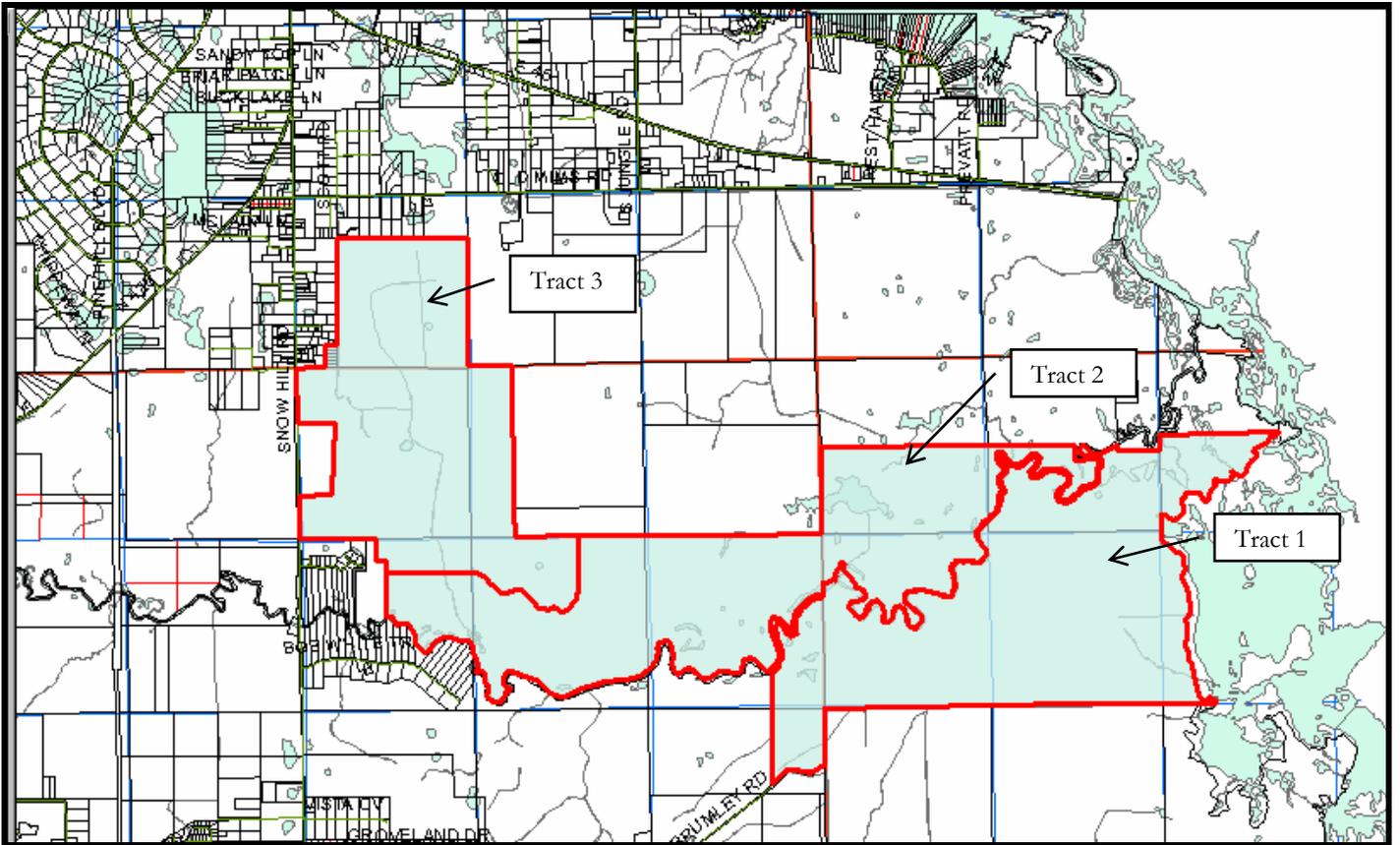
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Creek Side Acres Final Plat

Creek Side Acres Final Plat Aerial



Creek Side Acres Final Plat



CREEK SIDE ACRES

A PORTION OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 32 EAST,
SECTIONS 1, 2, 3, 10, 11, 12 AND 13, TOWNSHIP 21 SOUTH, RANGE 32 EAST
AND SECTIONS 4, 5, 6, 7, 8 AND 9, TOWNSHIP 21 SOUTH, RANGE 33 EAST,
SEMINOLE COUNTY, FLORIDA

SHEET 1 OF 7

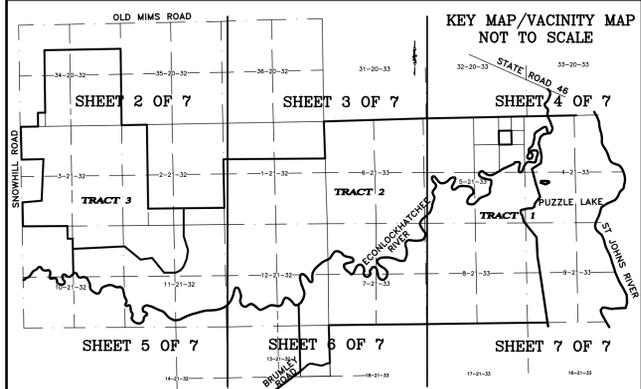
PLAT BOOK PAGE
CREEK SIDE ACRES DEDICATION

LEGAL DESCRIPTION

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 32 EAST, SEMINOLE COUNTY, FLORIDA; THENCE RUN N89°04'48"E, ALONG THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 40.00 FEET TO THE EAST RIGHT OF WAY LINE OF SNOWHILL ROAD, AS DESCRIBED IN OFFICIAL RECORDS BOOK 45, PAGE 32, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AND TO THE POINT OF BEGINNING; THENCE CONTINUE N89°04'48"E, ALONG THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 905.56 FEET; THENCE N00°45'03"W, ALONG THE WEST LINE OF THE EAST 3/4 OF SAID SECTION 34, TOWNSHIP 20 SOUTH, RANGE 32 EAST, SEMINOLE COUNTY, FLORIDA, A DISTANCE OF 717.71 FEET; THENCE N89°04'48"E, ALONG THE NORTH LINE OF THE SOUTH 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 382.40 FEET TO A POINT ON THE WEST LINE OF THE EAST 3/4 OF SAID SECTION 34; THENCE N00°45'03"W, ALONG THE WEST LINE OF THE EAST 3/4 OF SAID SECTION 34, A DISTANCE OF 1324.26 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 3/4 OF SAID SECTION 34; THENCE N88°56'04"E, ALONG THE NORTH LINE OF THE SOUTH 3/4 OF SAID SECTION 34, A DISTANCE OF 1330.16 FEET; THENCE N88°55'47"E, ALONG THE NORTH LINE OF THE SOUTH 3/4 OF SAID SECTION 34, A DISTANCE OF 2858.64 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 34; THENCE S00°44'23"E, ALONG THE EAST LINE OF SAID SECTION 34, A DISTANCE OF 3980.59 FEET TO THE NORTHEAST CORNER OF AFORESAID SECTION 3; THENCE N88°57'29"E, ALONG THE NORTH LINE OF SECTION 2, TOWNSHIP 21 SOUTH, RANGE 32 EAST, SEMINOLE COUNTY, FLORIDA, A DISTANCE OF 1326.61 FEET TO A POINT ON THE WEST LINE OF THE EAST 3/4 OF SAID SECTION 2; THENCE RUN S00°21'19"E, ALONG THE WEST LINE OF THE EAST 3/4 OF SAID SECTION 2, A DISTANCE OF 4375.14 FEET TO A POINT ON THE NORTH LINE OF THE EAST 3/4 OF THE SOUTH 80 ACRES OF SAID SECTION 2; THENCE N88°21'26"E, ALONG SAID NORTH LINE OF THE EAST 3/4 OF THE SOUTH 80 ACRES OF SAID SECTION 2, A DISTANCE OF 3985.59 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 2; THENCE N01°03'59"W, ALONG THE EAST LINE OF SAID SECTION 2, A DISTANCE OF 2530.31 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 418 ACRES OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 32 EAST, SEMINOLE COUNTY, FLORIDA; THENCE N89°33'39"E, ALONG THE NORTH LINE OF THE SOUTH 418 ACRES OF SAID SECTION 1, A DISTANCE OF 5324.60 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 1; THENCE N01°52'46"W, ALONG THE EAST LINE OF SAID SECTION 1, A DISTANCE OF 1929.44 FEET TO THE NORTHEAST CORNER OF SAID SECTION 1; THENCE N88°17'32"E, ALONG THE NORTH LINE OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 33 EAST, SEMINOLE COUNTY, FLORIDA, A DISTANCE OF 2599.19 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 6; THENCE CONTINUE N88°17'32"E, ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 2599.19 FEET TO THE NORTHEAST CORNER OF SAID SECTION 6; THENCE N88°17'32"E, ALONG THE SOUTH LINE OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 33 EAST, SEMINOLE COUNTY, FLORIDA, A DISTANCE OF 162.25 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 31; THENCE N88°50'58"E, ALONG THE NORTH LINE OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 33 EAST, SEMINOLE COUNTY, FLORIDA, A DISTANCE OF 2471.32 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 5; THENCE N88°50'58"E, ALONG THE NORTH LINE OF SAID SECTION 5, A DISTANCE OF 2633.55 FEET TO THE NORTHEAST CORNER OF SAID SECTION 5; THENCE N88°50'58"E, ALONG THE SOUTH LINE OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 33 EAST, A DISTANCE OF 166.25 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE N88°52'32"E, ALONG THE NORTH LINE OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 33 EAST, SEMINOLE COUNTY, FLORIDA, A DISTANCE OF 2585.24 FEET TO THE SOUTH 1/4 CORNER OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 33 EAST, SEMINOLE COUNTY, FLORIDA AND TO POINT "A"; THENCE CONTINUE N88°52'32"E, ALONG THE NORTH LINE OF SAID SECTION 4 A DISTANCE OF 1031 FEET, MORE OR LESS THE CENTERLINE OF THE ST. JOHNS RIVER; THENCE RETURNING TO THE AFORESAID POINT OF BEGINNING; RUN THENCE S01°16'16"E, ALONG THE EAST RIGHT OF WAY LINE OF AFORESAID SNOWHILL ROAD, A DISTANCE OF 1708.60 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6521, PAGE 584, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE N89°48'44"E, ALONG THE NORTH LINE OF LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 6521, PAGE 584, A DISTANCE OF 1148.42 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 6521, PAGE 584; THENCE S02°23'31"W, ALONG THE EAST LINE OF LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 6521, PAGE 584, A DISTANCE OF 2170.58 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 6521, PAGE 584; THENCE S84°55'45"W, ALONG THE SOUTH LINE OF LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 6521, PAGE 584, A DISTANCE OF 1009.97 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 6521, PAGE 584, SAID POINT BEING ON THE AFORESAID EAST RIGHT OF WAY LINE OF SNOWHILL ROAD; THENCE S01°10'16"E, ALONG THE EAST RIGHT OF WAY LINE OF SAID SNOWHILL ROAD, A DISTANCE OF 1246.04 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID SECTION 3; THENCE N89°39'27"E, ALONG THE SOUTH LINE OF SAID SECTION 3, A DISTANCE OF 2322.27 FEET; THENCE S01°08'47"E, ALONG THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2859, PAGE 495, A DISTANCE OF 660.00 FEET; THENCE N89°39'27"E, A DISTANCE OF 264.00 FEET TO A POINT ON THE EAST LINE OF SECTION 10, TOWNSHIP 21 SOUTH, RANGE 32 EAST, SEMINOLE COUNTY, FLORIDA; THENCE S01°08'47"E, ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 1824.52 FEET MORE OR LESS TO A POINT ON THE CENTERLINE OF THE MAIN CHANNEL OF THE ECONOLCHATCHEE RIVER; THENCE RUN S82°16'59"E, A DISTANCE OF 11905.95 FEET MORE OR LESS, ALONG THE CENTERLINE OF THE MAIN CHANNEL OF THE ECONOLCHATCHEE RIVER TO A POINT ON THE WEST LINE OF THE EAST 1553.71 FEET OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 32 EAST, SEMINOLE COUNTY, FLORIDA; THENCE S01°05'21"E, ALONG THE WEST LINE OF THE EAST 1553.71 FEET OF SAID SECTION 12, A DISTANCE OF 1110.28 FEET MORE OR LESS TO A POINT ON THE SOUTH LINE OF SAID SECTION 12; THENCE S01°38'22"E, ALONG THE WEST LINE OF THE EAST 1553.71 FEET OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 32 EAST, SEMINOLE COUNTY, FLORIDA, A DISTANCE OF 2381.55 FEET TO THE SOUTH LINE OF BRUMLEY ROAD, A PRIVATELY MAINTAINED ROAD; THENCE RUN ALONG THE SOUTH LINE OF SAID BRUMLEY ROAD THE FOLLOWING 7 COURSES: N48°15'48"E, A DISTANCE OF 298.01 FEET; THENCE N48°15'48"E, A DISTANCE OF 182.60 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 300.00 FEET, A CHORD BEARING OF N74°28'09"E AND A CHORD LENGTH OF 269.18 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 53°16'40", A DISTANCE OF 279.14 FEET; THENCE S78°52'31"E, A DISTANCE OF 426.35 FEET TO THE POINT OF CURVATURE OF CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 300.00 FEET, A CHORD BEARING OF N83°35'01"E AND A CHORD LENGTH OF 180.83 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°04'56", A DISTANCE OF 183.69 FEET; THENCE N66°21'44"E, A DISTANCE OF 173.08 FEET; THENCE N75°40'26"E, A DISTANCE OF 173.31 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 13; THENCE N01°38'22"W, ALONG THE EAST LINE OF SAID SECTION 13, A DISTANCE OF 1663.80 FEET TO THE NORTHEAST CORNER OF SAID SECTION 13; THENCE N89°20'09"E, ALONG THE SOUTH LINE OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 33 EAST, SEMINOLE COUNTY, FLORIDA, A DISTANCE OF 2484.97 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 7; THENCE N89°22'57"E, ALONG THE SOUTH LINE OF SAID SECTION 7, A DISTANCE OF 2641.38 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 7; THENCE N89°15'11"E, ALONG THE SOUTH LINE OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 33 EAST, SEMINOLE COUNTY, FLORIDA, A DISTANCE OF 2640.49 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 8; THENCE N89°15'56"E, ALONG THE SOUTH LINE OF SAID SECTION 8, A DISTANCE OF 2640.16 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 8; SAID POINT LYING S13°16'40"W, A DISTANCE OF 11109.06 FEET FROM AFORESAID POINT "A"; THENCE N89°15'56"E, ALONG THE SOUTH LINE OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 33 EAST, SEMINOLE COUNTY, FLORIDA, A DISTANCE OF 4111 FEET, MORE OR LESS TO THE CENTERLINE OF THE ST. JOHNS RIVER; THENCE NORTHERLY ALONG THE CENTERLINE OF THE ST. JOHNS RIVER TO A POINT ON THE EAST LINE OF THE WEST 3/4 OF AFORESAID 4, TOWNSHIP 21 SOUTH, RANGE 33 EAST; THENCE NORTH ALONG THE EAST LINE OF THE WEST 3/4 OF SAID SECTION 4 TO THE CENTERLINE OF THE ST. JOHNS RIVER; THENCE NORTHERLY ALONG THE CENTERLINE OF THE ST. JOHNS RIVER TO A POINT ON THE NORTH LINE OF SAID SECTION 4, SAID POINT LYING N88°52'32"E, A DISTANCE OF 1031 FEET, MORE OR LESS FROM AFORESAID POINT "A".

LESS AND EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 33 EAST, SEMINOLE COUNTY, FLORIDA.
AND ALSO LESS AND EXCEPT ALL SOVEREIGN LANDS OF THE STATE OF FLORIDA.
CONTAINING 6,548.39 ACRES, MORE OR LESS.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL COPY OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



SURVEYOR'S NOTES:
1. BEARINGS ARE BASED ON SEMINOLE COUNTY HORIZONTAL CONTROL POINTS V004 AND D163, SAID LINE BEING N01°07'30"W, NAD 1983, AS PUBLISHED.
2. STATE PLANE COORDINATES WERE DERIVED FROM LATITUDE AND LONGITUDE OBSERVATIONS MADE WITH TOPCON HIPER PLUS G.P.S. EQUIPMENT AND WILL NOT COINCIDE WITH THE COURSES SHOWN HEREON.
3. AREAS SHOWN HEREON INCLUDED SOVEREIGN LANDS, THE LIMITS OF WHICH HAVE NOT BEEN ESTABLISHED. ACRES THEREOF IS SUBJECT TO CHANGE. THE STATE OF FLORIDA MAY CLAIM TITLE TO LANDS WATERWARD OF THE ORDINARY HIGH WATER LINE OF THE ST. JOHNS RIVER, PUZZLE LAKE AND THE ECONOLCHATCHEE RIVER AND ANY OTHER WATER BODIES DEEMED PUBLIC.
4. THERE IS A CONSERVATION EASEMENT OVER PORTIONS OF SECTIONS 4, 5, 6, 7, 8 AND 9, TOWNSHIP 21 SOUTH, RANGE 33 EAST, RECORDED IN OFFICIAL RECORDS BOOK 3439, PAGE 1853, EXCEPT FOR THOSE PORTIONS SHOWN HEREON.

- LEGEND**
- = RECOVERED 4"x4" CONCRETE MONUMENT NO #
 - = SET 4"x4" CONCRETE MONUMENT "PRM" #LB6300
 - ▲ = RECOVERED NAIL & DISK #
 - = RECOVERED AS SHOWN
 - = RECOVERED 1/2" IRON ROD NO #
 - ⊙ = RECOVERED 3" BERTINSEN BREAKOFF MONUMENT #LB6300
 - ⊕ = SET 1/2" IRON ROD #LB 6300
 - NSR = ST JOHNS RIVER WATER MANAGEMENT DISTRICT O.R.B. AND O.R. BOOK = OFFICIAL RECORDS BOOK
 - C.C.R. = CERTIFIED CORNER RECORD
 - NSF = NO NUMBER
 - G.P.S. = GLOBAL POSITIONING SYSTEMS
 - N.A.D. = NORTH AMERICAN DATUM
 - N = STATE PLAIN COORDINATE (NORTHING)
 - E = STATE PLAIN COORDINATE (EASTING)

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That on _____ day of _____, 2008, the foregoing plat was approved by the Board of County Commissioners of Seminole County, Florida:

Chairman of the Board _____ BY _____ D.C.

CERTIFICATE OF CLERK OF CIRCUIT COURT

I HEREBY CERTIFY THAT I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and was filed for record on _____ at _____.

File No. _____

CLERK OF THE COURT _____ in and for Seminole County, Florida BY _____ D.C.

CERTIFICATE OF COUNTY SURVEYOR

I have reviewed this plat and find it to be in conformity with Chapter 177.08(1) Florida Statutes.

Steve L. Wessels, P.L.S.
Florida Registration Number 4589
County Surveyor for Seminole County, Florida
DATE: _____

KNOWN ALL MEN BY THESE PRESENTS, This is to certify that the undersigned, Imogene Yarborough, Co-Trustee Edward Yarborough Ranches, Inc., James Walter Yarborough, Individual and Co-Trustee Edward Yarborough Ranches, Inc. and Frances M. Yarborough, Individual (hereinafter referred to as "Owners") are the lawful owner of the lands described in the caption hereon, and it has caused the same to be surveyed, and this plat, made in accordance with said survey, is hereby adopted as the true and correct plat of said lands. Tract 1 and Tract 2 are hereby dedicated to Seminole County in perpetuity as an open space easement. This easement shall serve the same purposes and permit the same uses as the open space easement between the Owner and St. John's Water Management District duly recorded at ORB _____ PG _____. No development shall be permitted within the area of said easement created by this plat except as permitted in paragraph (2a) of the Open Space Easement ORB _____ PG _____ and except that up to four (4) one acre residential lots may be created by replatting a portion of said Tracts 1 and 2, provided the minimum developable uplands open space required by Development Order # _____ ORB _____ PG _____ for the development of Tract 3 pursuant to the clustering provisions of the Land Development Code section 30.109, or its successor provisions, remains outside of the areas of the replat. In addition, at the time Tract 3 is replatted, a minimum of forty (40) acres of Tract 3 shall be dedicated to Seminole County as an open space easement in accordance with the clustering provisions of Land Development Code section 30.109 or its successor provisions, with the same uses and restrictions as applicable to Tracts 1 and 2. Nothing herein shall be construed as creating an obligation upon any governing body to perform any act of construction or maintenance within such dedicated areas.

IN WITNESS WHEREOF, the undersigned does hereunto set his/her hand on this _____ day of _____, 2008.

WITNESSES: OWNER: Imogene Yarborough, President of Edward Yarborough Ranches, Inc. and as Co-Trustee of that certain Qualified Terminable Interest Property Trust under Article V of the Last Will and Testament of Edward M. Yarborough

WITNESSES: OWNER: James Walter, Yarborough, Individual and as Co-Trustee of that certain Qualified Terminable Interest Property Trust under Article V of the Last Will and Testament of Edward M. Yarborough

WITNESSES: OWNER: Frances M. Yarborough, Individual

WITNESSES: OWNER: Sharon Lynn Yarborough, Secretary Edward Yarborough Ranches, Inc.

STATE OF FLORIDA COUNTY OF SEMINOLE
The foregoing instrument was acknowledged before me this _____ day of _____, 2008 by Imogene Yarborough, Co-Trustee Edward Yarborough Ranches, Inc. She is personally known to me or has produced _____ as identification and did not take an oath.

NOTARY PUBLIC Commission No. _____ My Commission expires: _____ STATE OF FLORIDA COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this _____ day of _____, 2008 by James Walter, Yarborough, Individual and Co-Trustee Edward Yarborough Ranches, Inc. He is personally known to me or has produced _____ as identification and did not take an oath.

NOTARY PUBLIC Commission No. _____ My Commission expires: _____ STATE OF FLORIDA COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this _____ day of _____, 2008 by Sharon Lynn Yarborough, Secretary Edward Yarborough Ranches, Inc. She is personally known to me or has produced _____ as identification and did not take an oath.

NOTARY PUBLIC Commission No. _____ My Commission expires: _____ STATE OF FLORIDA COUNTY OF SEMINOLE

CERTIFICATE OF SURVEYOR

I hereby certify that this plat is a true and correct representation of the lands surveyed, that the survey was made under my responsible direction and supervision, and that the plat and survey data contained herein complies with all requirements of Chapter 177, Part 1 Platting, of the Florida Statutes. I further certify that I have complied with the requirements of Chapter 177.091(7) regarding "permanent reference monuments" and that the land is located within Seminole County, Florida.

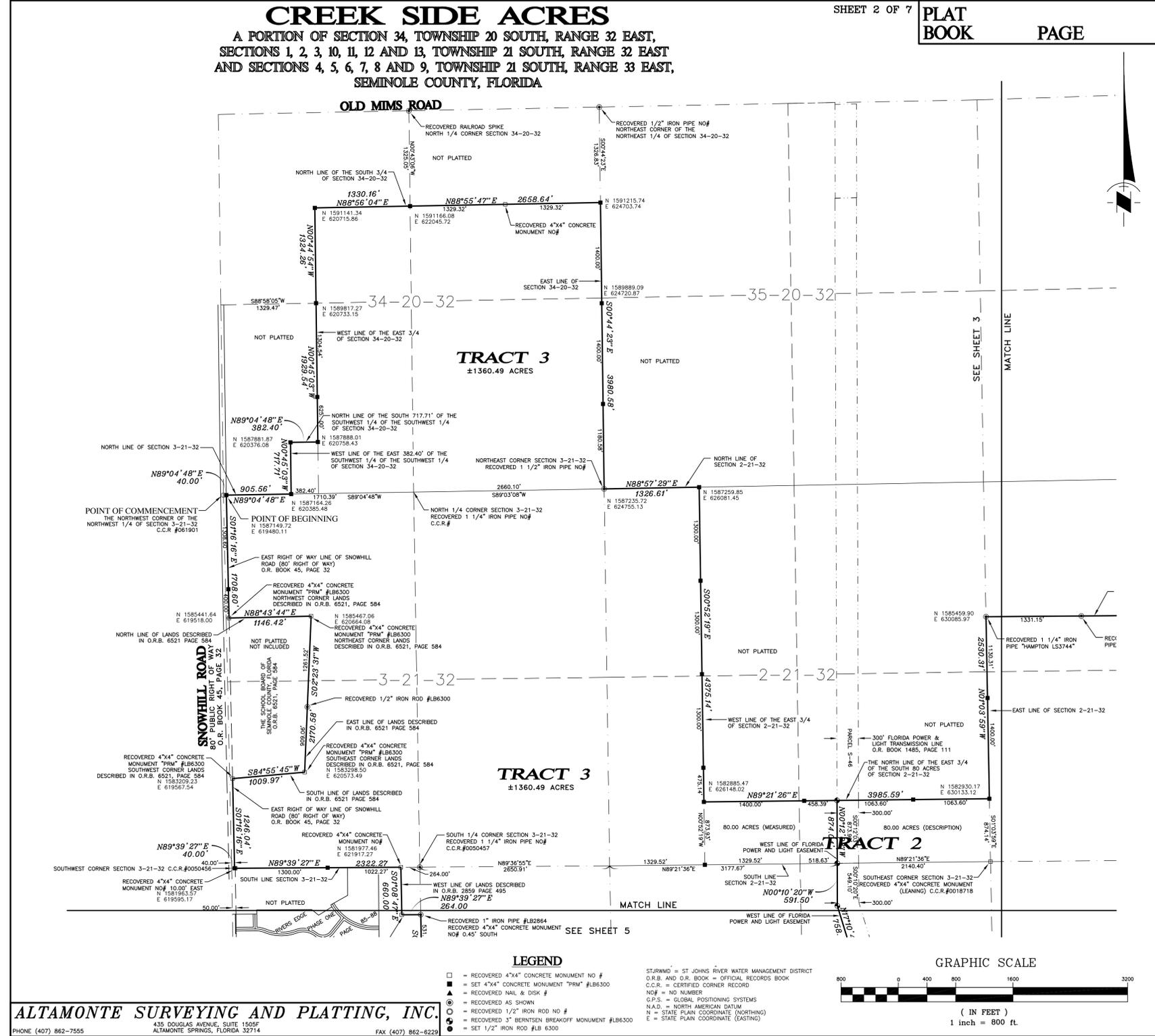
ALTAMONTE SURVEYING AND PLATTING, INC.
Signature: Michael W. Salitto, President Dated: _____
Florida Registration No. 4458
Licensed Business No. 6300

ALTAMONTE SURVEYING AND PLATTING, INC.
PHONE (407) 862-7555 435 DOUGLAS AVENUE, SUITE 1505 ALTAMONTE SPRINGS, FLORIDA 32714 FAX (407) 862-6229

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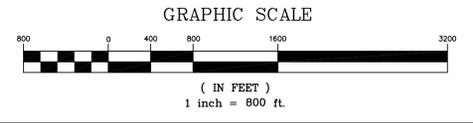
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SEMINOLE COUNTY, FLORIDA



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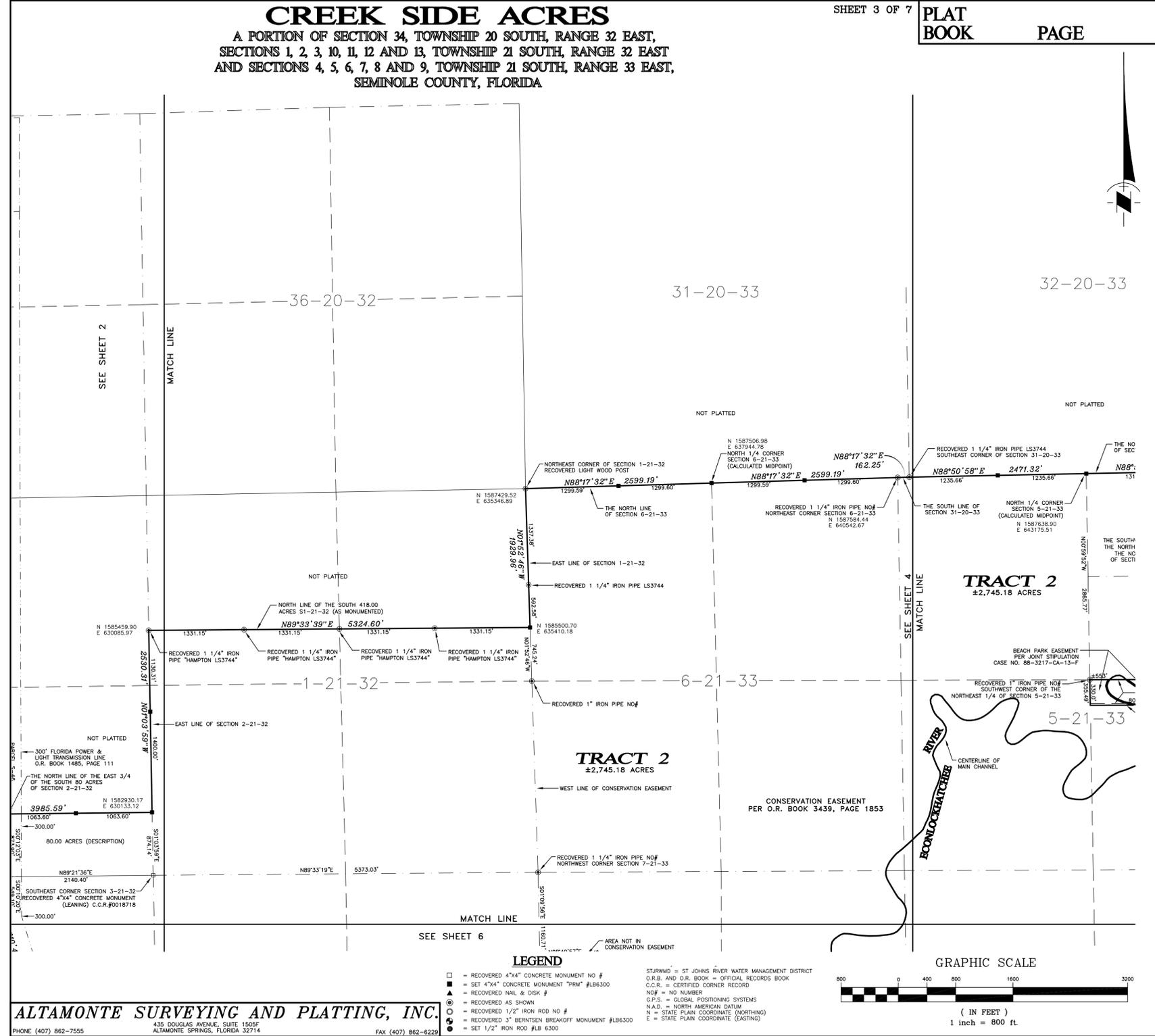
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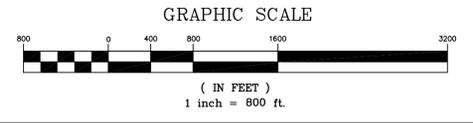
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 SEMINOLE COUNTY, FLORIDA

SHEET 3 OF 7
 PLAT BOOK PAGE



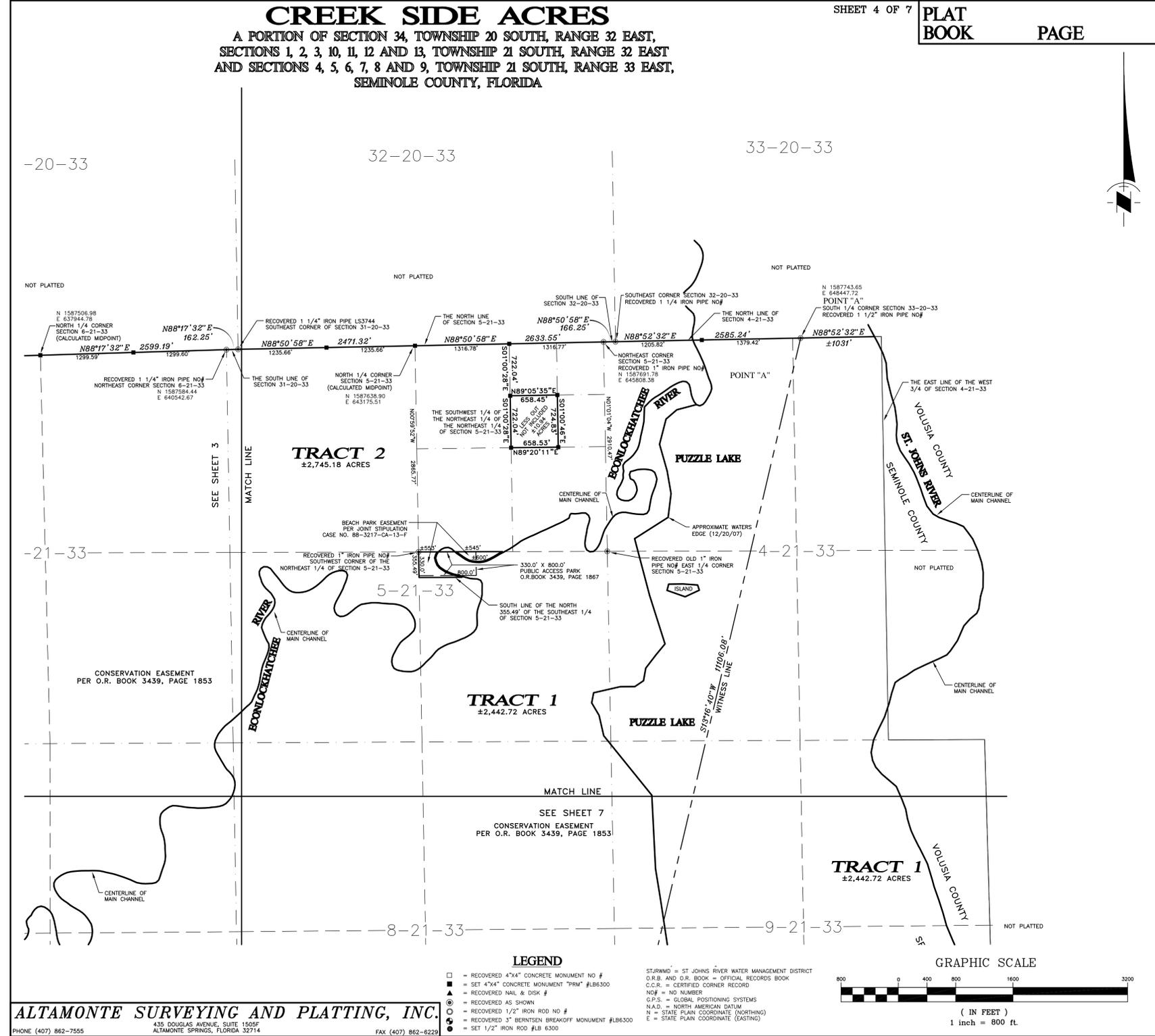
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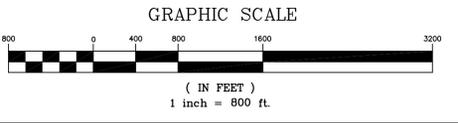


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CREEK SIDE ACRES
 A PORTION OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 32 EAST,
 SECTIONS 1, 2, 3, 10, 11, 12 AND 13, TOWNSHIP 21 SOUTH, RANGE 32 EAST
 AND SECTIONS 4, 5, 6, 7, 8 AND 9, TOWNSHIP 21 SOUTH, RANGE 33 EAST,
 SEMINOLE COUNTY, FLORIDA



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 - ▲ = RECOVERED NAIL & DISK #
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 - ⊖ = RECOVERED 3" BERTINSEN BREAKOFF MONUMENT #LB6300
 - = SET 1/2" IRON ROD #LB 6300
- STJRWMD = ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
 O.R.B. AND O.R. BOOK = OFFICIAL RECORDS BOOK
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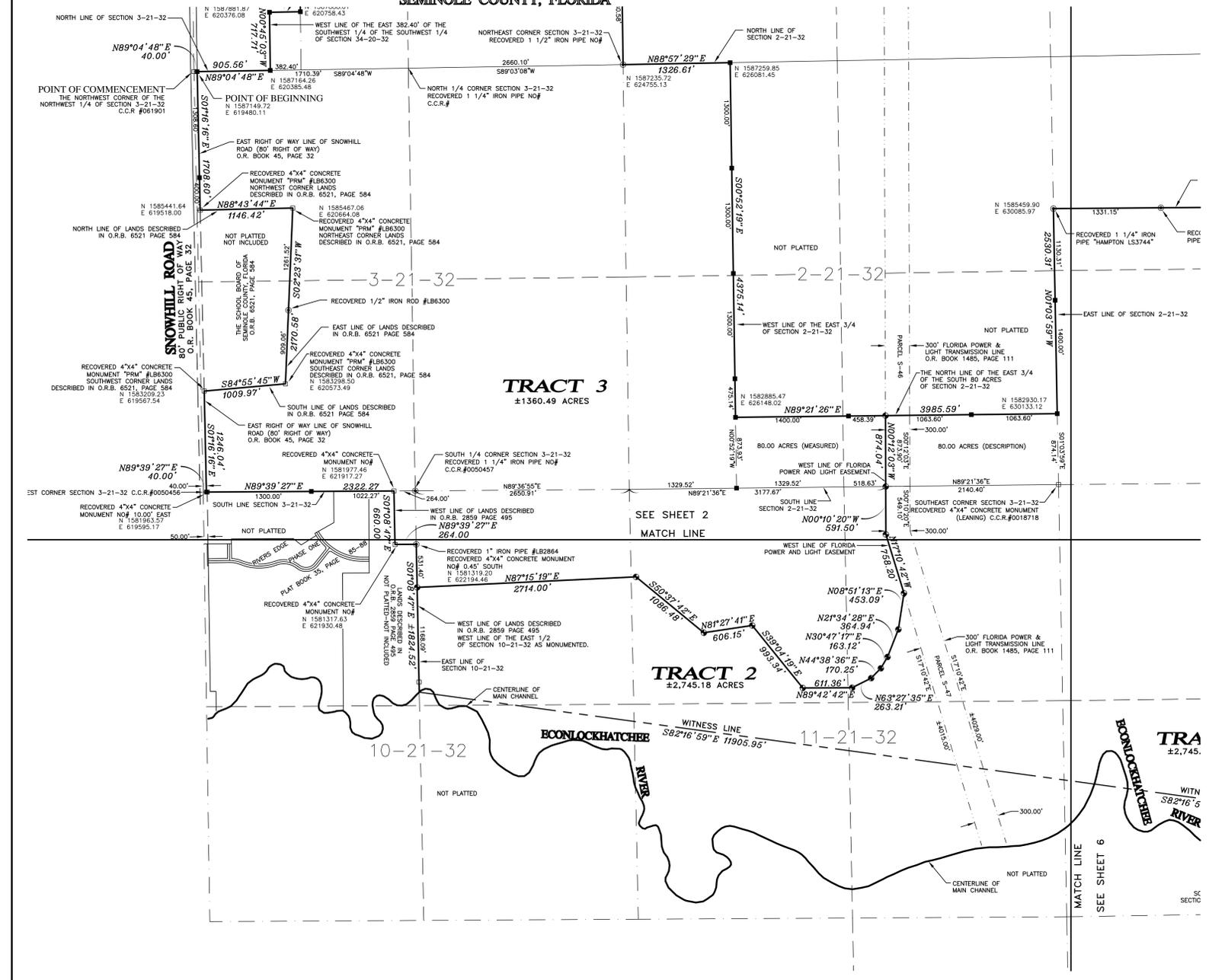


ALTAMONTE SURVEYING AND PLATTING, INC.
 435 DOUGLAS AVENUE, SUITE 1505F
 ALTAMONTE SPRINGS, FLORIDA 32714
 PHONE (407) 862-7555 FAX (407) 862-6229

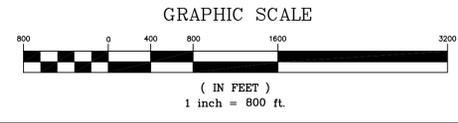
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 ALTAMONTE SPRINGS, FLORIDA 32714
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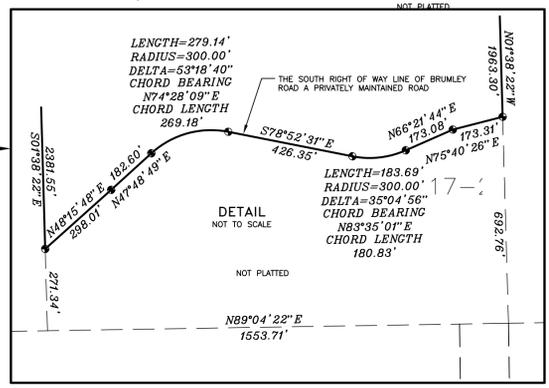
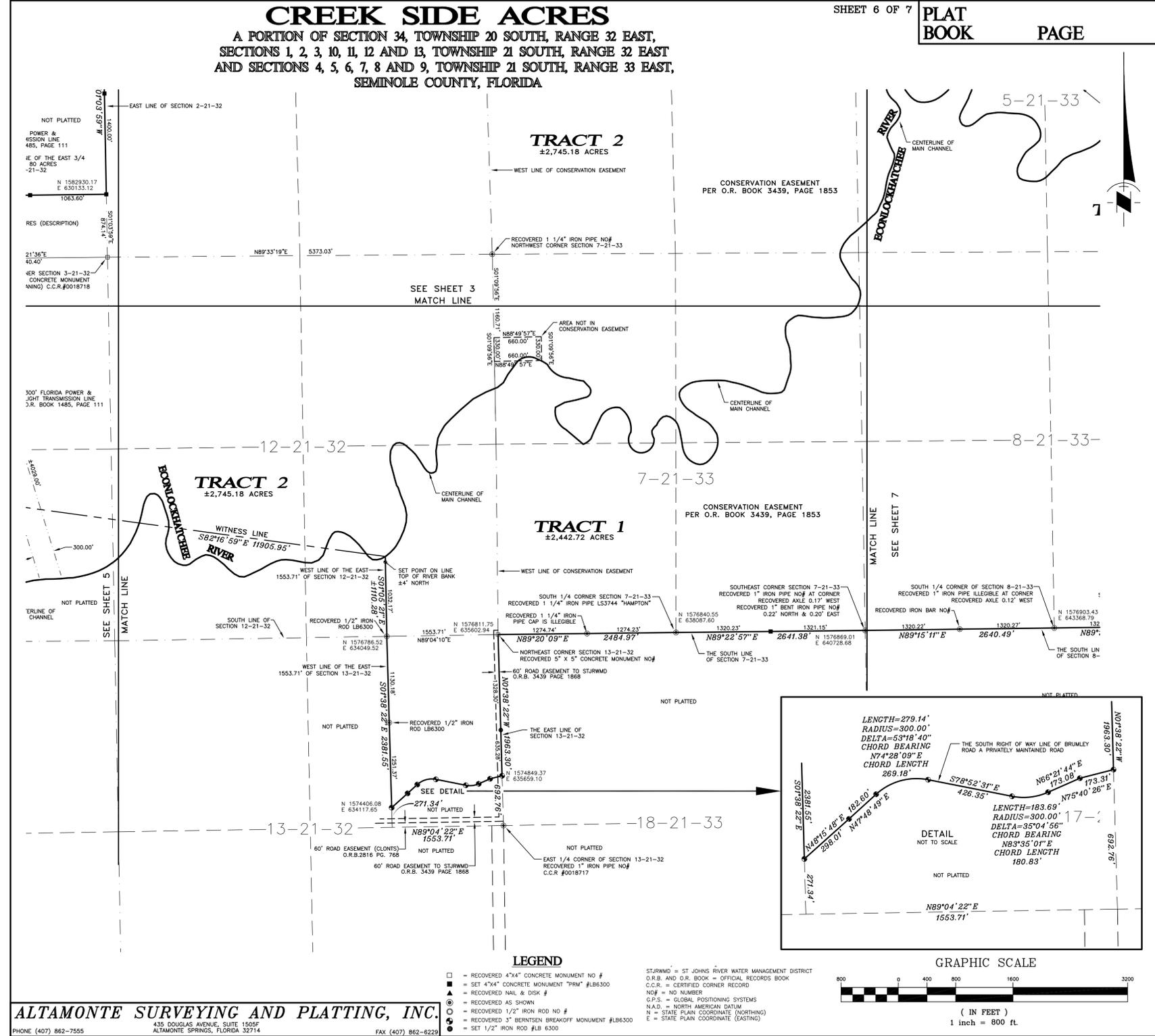


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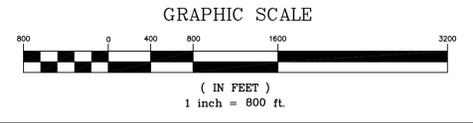
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SEMINOLE COUNTY, FLORIDA

SHEET 6 OF 7
PLAT BOOK PAGE



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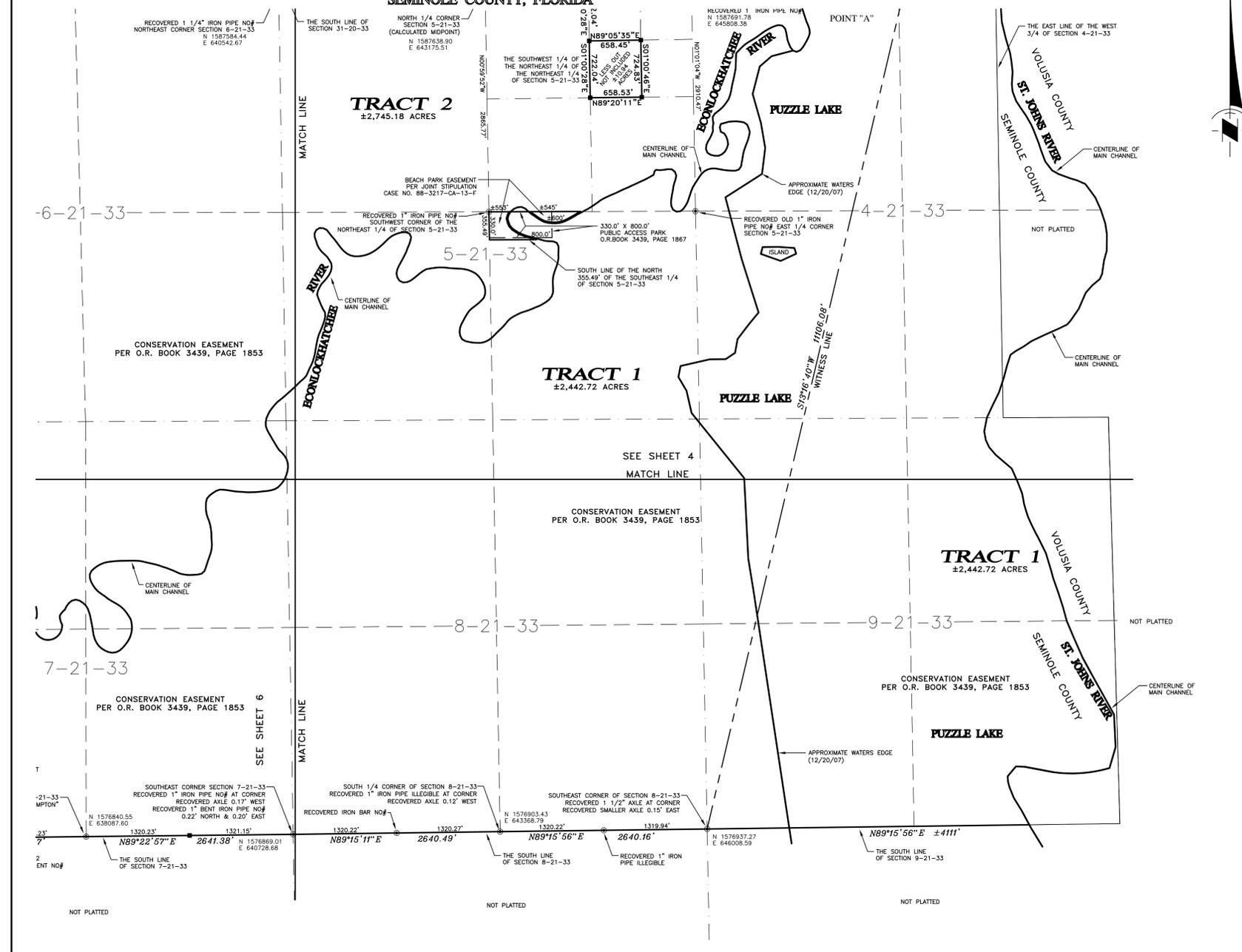
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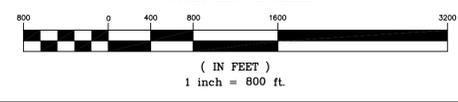
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GRAPHIC SCALE



ALTAMONTE SURVEYING AND PLATTING, INC.
 435 DOUGLAS AVENUE, SUITE 1505F
 ALTAMONTE SPRINGS, FLORIDA 32714
 PHONE (407) 862-7555 FAX (407) 862-6229

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OPEN SPACE EASEMENT

THIS INDENTURE, made this day of _____, 20_____.

WITNESSETH:

WHEREAS, **IMOGENE YARBOROUGH, and JAMES WALTER YARBOROUGH**, as Co-Trustees of that certain Qualified Terminable Interest Property Trust under Article V of the Last Will and Testament of Edward Yarborough, deceased, and **EDWARD YARBOROUGH RANCHES, INC.**, a Florida Corporation, whose address is Post Office Box 65, Geneva Florida, 32732 (hereinafter, together with [their] heirs and assigns, called the "grantor"), is the owner in fee simple of certain real property described in and depicted on Exhibit A attached hereto (hereinafter called the "Protected Property");

WHEREAS, the grantor desires and intends to establish a limited range of allowable uses of the Protected Property to maintain a desirable environment for rural residential living, natural resource management, passive recreation, and hunting at a low density of development in conjunction with the preservation of a portion of the Protected Property for agricultural and natural resource conservation purposes;

WHEREAS, the grantor also desires and intends that the ecological and aesthetic values of the Protected Property including, scenic views over a large open space, be preserved and maintained;

WHEREAS, the grantee (hereinafter, together with its successors and assigns, called the "District") is **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**, a public body existing under Chapter 373 of the Florida Statutes, whose mailing address is Post Office Box 1429, Palatka, Florida, 32178-1429;

WHEREAS, the grantor and the grantee, by the conveyance to the grantee of an open space easement on, over and across the Protected Property, desire to prevent the use or development of the Protected Property for any purpose or in any manner inconsistent with the terms of this open space easement;

WHEREAS, the grantee is willing to accept this open space easement subject to the reservations and to the covenants, terms, conditions and restrictions set out herein and imposed hereby,

NOW, THEREFORE, the grantor, for and in consideration of the foregoing recitations and of the mutual covenants, terms, conditions and restrictions hereinafter contained, and as an absolute and unconditional gift, does hereby give, grant, bargain, sell and convey unto the grantee, forever, an open space easement in perpetuity on, over and across the Protected Property consisting solely of the following:

(1a) The right of the grantee to enforce, by proceedings at law or in equity, the covenants hereinafter set forth, it being agreed that there shall be no waiver or forfeiture of the grantee's right to insure compliance with the covenants and conditions of this grant by reason of any prior failure to act; and

(1b) The right of the grantee to enter the Protected Property at all reasonable times for the purpose of inspecting the Protected Property to determine if the grantor is complying with the covenants and conditions of this grant.

And in furtherance of the foregoing affirmative rights of the grantee, the grantor makes the following covenants which shall run with and bind the Protected Property in perpetuity, namely, that, except in connection with the uses expressly permitted by this open space easement, the grantor, without the prior written consent of the grantee, shall not do the following on the Protected Property:

(2a) Construct or place buildings or other structures, commercial advertising signs, billboards or other advertising material or make any other structures or improvements on the Protected Property except those needed to manage the Protected Property such as pole barns and access for storage and other land management facilities such as an education center or office or mobile home for a security residence, development of the Development Parcels as hereafter defined, passive recreational activities including, but not limited to, primitive camp grounds or platforms on the river-

(2b) Excavate, dredge, fill, mine, dike, drill or change the topography of the Protected Property or its present condition in any manner except as may be required for agricultural or wetland restoration, land management uses, or for creation of interior roads to access Development parcels and land management facilities expressly reserved by the grantor;

(2c) Cut live trees or other non-agricultural vegetation, except as determined by the grantee to be necessary to protect the natural, scenic, open space and ecological values of the Protected Property, to prevent imminent hazard, disease or fire or to restore natural habitat or native vegetation, and except that required to maintain the Development Parcels.

(2d) Alter or manipulate ponds and water courses or remove water there from except for wetland restoration or land management purposes;

(2e) Further subdivide the Protected Property in any manner except for the 4 residential units on Tract 1 and Tract 2;

(2f) Pave or cover the Protected Property with concrete, asphalt or any other impervious surface except for those areas needed for land management, storage, and security residence uses, development of the Development Parcels, passive recreational activities, and those uses required for American Disability Association access;

(2g) Dump, place or store ashes, trash, garbage, vehicle bodies or parts or other unsightly or offensive material; provided, however, that the grantor may employ sound conservation practices, such as prescribed burning and brush control, in order to restore and manage the natural resources on the Protected Property; or

(2h) Permit or allow the operation of dune buggies, motorcycles, all terrain vehicles or any other type of motorized vehicle except for land management activities on the property, hunting and public recreational access, camping access, and American Disability Association access, on the Protected Property.

TO HAVE AND TO HOLD the said open space easement unto the grantee forever. Except as expressly limited herein, the grantor reserves all rights as owner of the Protected Property including, but not limited to, the right to use the Protected Property for all other purposes not inconsistent with this grant.

By its acceptance hereof, the grantee agrees as follows:

(3a) That, if its rights herein are assigned or transferred, to assign or transfer this open space easement only to an assignee or transferee who expressly agrees in the instrument of conveyance to continue to carry out the preservation purposes which this instrument was intended to advance and, in such event, only:

(1) to an organization qualifying as an eligible donee under the Internal Revenue Code of 1954, as amended from time to time, and the regulations promulgated thereunder; or

(2) to an agency of the State of Florida; or

(3) to a unit of local government; or (4) to a not-for-profit corporation or trust whose primary purposes include the preservation of land, natural areas, open space or water areas, or the preservation of native plants or animals, or biotic communities;

(3b) That in the event the grantee or its successors or assigns acquires the fee simple interest in and to the Protected Property, it shall not cause or permit the merger of such fee simple interest and the open space easement except for valid public purposes as determined by the grantee;

(3c) That each subsequent instrument of conveyance shall expressly require the assignee or transferee to be bound by the terms and provisions hereof including, without limitation, the agreements of the grantee as set forth herein;

(3d) That, if a subsequent unexpected change in the conditions surrounding the Protected Property makes impossible or impractical the continued use of the Protected Property for preservation purposes, and if this open space easement is extinguished by judicial proceeding, then all of the grantee's proceeds from the sale, exchange or involuntary conversion of the Protected Property shall be used by the grantee in a manner consistent with the preservation purposes which this open space easement was intended to advance and otherwise consistent with the public interest as determined by the grantee.

The grantor and the grantee each agree that the donation of this open space easement gives rise to a property right, immediately vested in the grantee.

The grantor and, by acceptance hereof, the grantee, agree further as follows:

(4a) Whenever the grantee's approval is required hereunder, such approval may be withheld only upon a reasonable determination by the grantee that the action as proposed would be inconsistent with the purposes of this open space easement.

(4b) Nothing contained in this open space easement shall be construed to entitle the grantee to bring any action against the grantor for any injury to or change in the Protected Property resulting from causes beyond the grantor's control including, without limitation, fire, flood storm and earth movement, or from any action taken by the grantor under emergency conditions to prevent, abate or mitigate significant injury to the Protected Property resulting from such causes.

(4c) No right of access by the general public to any portion of the Protected Property is conveyed by this open space easement, but this provision shall not be deemed to affect the right of the grantor to grant such access.

(4d) The interpretation and performance of this open space easement shall be governed by the laws of the State of Florida.

(4e) If any provision of this open space easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this open space easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(4f) Exhibit A, attached hereto, a legal description of this open space easement, is hereby made a part hereof.

(4g) The covenants, terms, conditions and restrictions set forth in this open space easement shall be binding upon the grantor and the grantee and their respective agents, personal representatives, heirs, successors and assigns, and shall constitute a servitude running with the Protected Property in perpetuity. In addition to all other covenants of title, this conveyance includes the covenant of further assurances.

IN WITNESS WHEREOF the Grantor has set [their] hand the day and year first above written.

Signed, Sealed and delivered
in the presence of:

GRANTOR

Print name: _____

By: _____
Name: Imogene Yarborough
Title: Co-Trustee

Print name: _____

Print name: _____

By: _____
Name: James Walter Yarborough
Title: Co-Trustee

Print name: _____

Print name: _____

Edward Yarborough Ranches, Inc.

Print name: _____

Name: _____
Title: _____

Attest:

Print Name: _____
Title: _____

This instrument was prepared by:

ACCEPTANCE

The foregoing open space easement is hereby duly accepted by the grantee, **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**, a public body existing under Chapter 373 of the Florida Statutes, whose mailing address is Post Office Box 1429, Palatka, Florida, 32178-1429, this _____ day of _____, 20_____, and the grantee agrees to be bound by the terms and provision set forth herein.

GRANTEE

**ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT**

By: _____
KIRBY B. GREEN III
Its: Executive Director

ATTEST:

By: _____
WILLIAM H. CONGDON
Deputy General Counsel

**FOR USE AND RELIANCE ONLY BY
ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT,
LEGAL FORM AND CONTENT
APPROVED:**

Wright, Fulford, Moorhead & Brown, P.A.

By: _____
Donald F. Wright, Esquire

EXHIBIT A
LEGAL DESCRIPTION OF PROTECTED PROPERTY

Tract 1 and Tract 2
Creek Side Acres
PB _____ PG _____

SEMINOLE COUNTY DEVELOPMENT ORDER

On February 12, 2008, Seminole County issued this Development Order relating to and touching and concerning the following described property:

Attached Exhibit A: Legal Description
Attached Exhibit B: Tract Layout
Attached Exhibit C: Density and Open Space Calculations

(The aforescribed legal description has been provided to Seminole County by the owner of the aforescribed property.)

FINDINGS OF FACT

Property Owner: Edward Yarborough Ranches Inc
PO Box 65
Geneva FL 32732

Project Name: CREEK SIDE ACRES

Requested Development Approval:

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforescribed property.

Prepared by: Denny Gibbs
1101 East First Street
Sanford, Florida 32771

Order**NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:**

- (1) The aforementioned application for development approval is **GRANTED**.
- (2) All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.
- (3) The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owner of the property are as follows:
 - A. Tract 1 and Tract 2, shown in Exhibit B, contains 1,017 ± acres of uplands to be used as credit for the required open space for the development of Tract 3 pursuant to Seminole County Land Development Code (SCLDC) Section 30.109 Optional Cluster Provision. A perpetual open space easement shall be executed encumbering the 1,017 ± open space acres in Tract 1 and Tract 2.
 - B. Tract 3, shown in Exhibit B, shall have a density of 300 units in a cluster subdivision as provided in SCLDC Section 30.109.
 - C. At time of development, Tract 3 must replat in accordance with requirements of the SCLDC including Chapter 35, Subdivision.
 - D. At subdivision, any balance of open space needed, at minimum 40 acres, shall be provided within Tract 3 and this shall be placed in an Open Space Easement.
 - E. Tract 1 and Tract 2 retain entitlements for four (4) single family residential permits from parcels of record established in the 1971 tax roll.
 - a. Parcels of record include:
 - 1) 12-21-32-300-0010-0000
LEG SEC 12 TWP 21S RGE 32E ALL N OF CREEK
 - 2) 12-21-32-300-001B-0000
LEG SEC 12 TWP 21S RGE 32E E 1553.7 FT S OF CREEK
 - 3) 07-21-33-300-0010-0000 AND 06-21-33-300-001A-0000
LEG SEC 07 TWP 21S RGE 33E ALL N OF CREEK AND LEG SEC 06 TWP 21S RGE 33E SECS 6 & 7 S OF CREEK & ALL 8 & 9 W OF PUZZLE LAKE
 - 4) 05-21-33-300-003A-0000 AND 05-21-33-300-003B-0000
LEG SEC 05 TWP 21S RGE 33E S 1/2 S OF CREEK & PT OF W 1/2 OF NE 1/4 S OF CREEK AND LEG SEC 05 TWP 21S RGE 33E S 1/2 N OF CREEK (LESS BEG 553 FT E OF NW COR OF SE ¼ RUN

SELY ELY & NELY ON SHORE LI 600 FT TO N LI OF SE 1/4 W 545 FT TO BEG & N 355.49 FT OF SE 1/4 W OF CREEK)

- b. At the time of development for the transfer of the residential lots, Tract 1 and/or Tract 2 must replat in accordance with the requirements of the Land Development Code including Chapter 35, Subdivision.

(4) This Development Order touches and concerns the aforescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owner of the said property has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

Done and Ordered on the date first written above.

**SEMINOLE COUNTY BOARD
OF COUNTY COMMISSIONERS**

By: _____
Brenda Carey, Chairman

Order

OWNER'S CONSENT AND COVENANT

COMES NOW, _____, the owner of the aforescribed property in this Development Order, on behalf of itself and its heirs, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

Witness

Print Name

Witness

Print Name

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____ who is personally known to me or who has produced _____ as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 20____.

Notary Public, in and for the County and State
Aforementioned

My Commission Expires:

EXHIBIT A: LEGAL DESCRIPTION

Tract 1, Tract 2, and Tract 3

Creek Side Acres

PB _____ PG _____

Creek Side Acres Final Plat

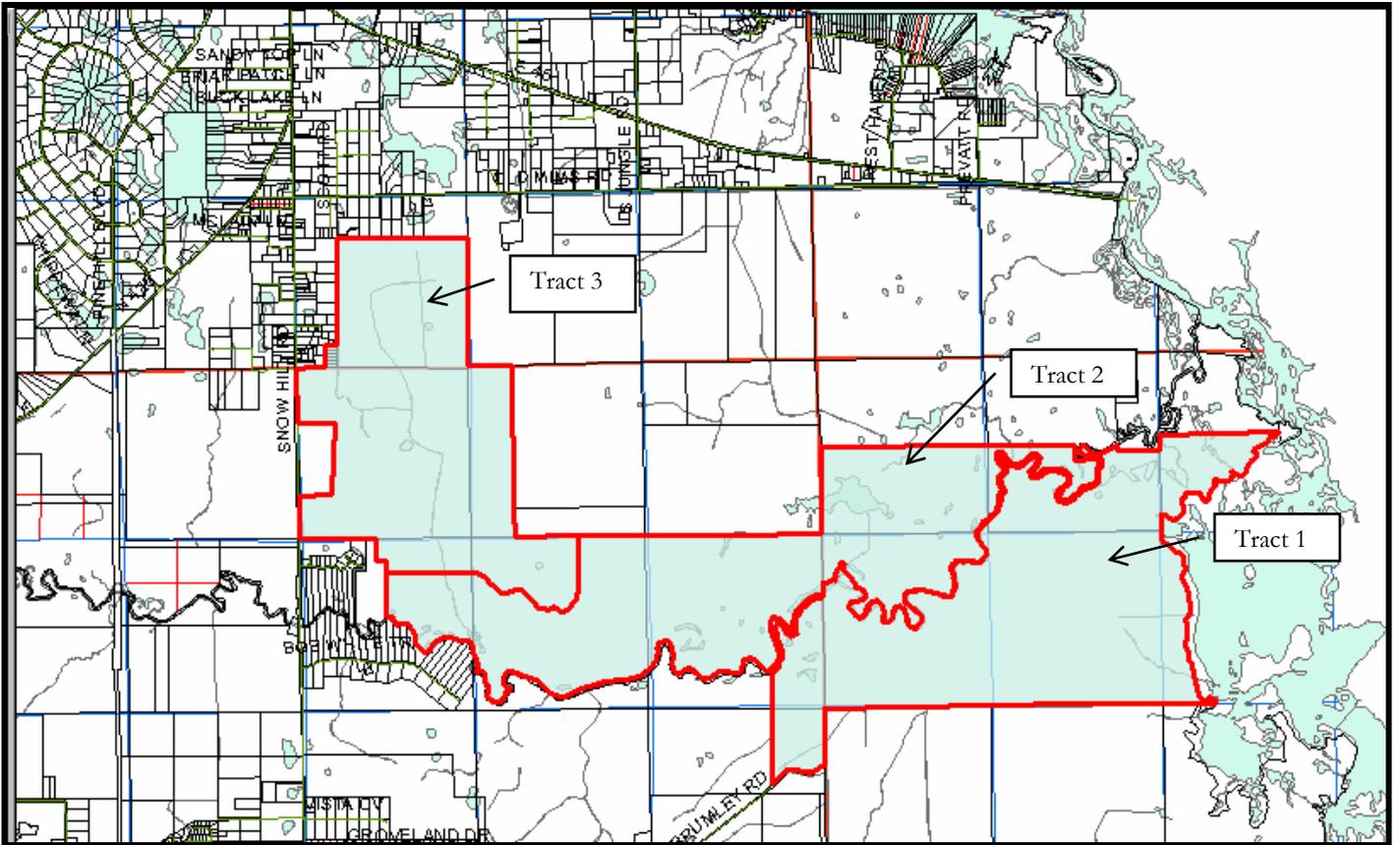


EXHIBIT B

Density and Open Space Calculations

EXHIBIT C

Open space required to yield 300 units (assumes all 1 acre lots)

			minimum 1-acre net buildable per lot	amount required for easement per net buildable acre	minimum acres required for open space easement
R-5	7	established by court case	7	0	0
R-5	84	unit yield	84	4 acres	336
R-10	209	unit yield	209	8 acres for 2 units	836
			300		1172
NOTE:					

*The R-5 portion is flexible in that the lot size and open space can flex as long as the net density remains at 1 DU per 5 acres.

*For the R-10 portion there must be 836 acres of open space in easement in order to get a yield of 209 lots that are less than 10 net buildable acres each based on 8 acres of open space required for every 2 lots created per SCLDC 30.109 (e).

*Within the 300 unit yield are 7 entitlements established in Seminole County Circuit Court Civil No. 68-418 *Sarah Detreville Bush vs Emma Line Frazier*.

Land Types

	Tract 1 & Tract 2	Tract 3	TOTALS
Uplands	1017	891	1908
Wetlands	2884	458	3342
Sovereign	1156	0	1156
	5057	1349	6406