

**PREPARED BY AND AFTER
RECORDING RETURN TO:**

Daniel T. O'Keefe, Esquire
Shutts & Bowen LLP
300 South Orange Avenue, Suite 1000
Orlando, Florida 32801-5403

**NOTICE OF ASSIGNMENT OF TRANSFERABLE DEVELOPMENT RIGHTS
AND RESTRICTIVE COVENANTS**

THIS NOTICE OF ASSIGNMENT OF TRANSFERABLE DEVELOPMENT RIGHTS AND RESTRICTIVE COVENANTS (the "Notice") is made this 26 day of June, 2014 by **KINSEY C. CRAICHY** and **MONICA F. CRAICHY**, husband and wife, whose mailing address is 9225 Lake Mabel Drive, Orlando, FL 32836 (collectively, "**Craichy**").

WHEREAS, Craichy, as the owner of certain real property within the Mabel Bridge Phase 6 Planned Development ("PD"), which real property is not the homestead of Craichy and is legally described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Craichy Property"), and is located within the Lakeside Village Specific Area Plan (hereinafter referred to as "Lakeside Village"), is the owner of certain Transferable Development Rights ("TDR") allocated to Lakeside Village in accordance with Orange County Code §30-725 through §30-728 (collectively the "TDR Ordinance"); and

WHEREAS, pursuant to the TDR Ordinance and as reflected on Sheet 4 of the PD Land Use Plan (the "LUP"), 7.3 TDR Credits were generated from the designation of a greenbelt area located on the Craichy Property, a copy of which sheet is attached hereto as **Exhibit "B"** and incorporated herein by this reference (the "TDR Credits"); and

WHEREAS, as of the date of this Notice, the TDR Credits are available for transfer to other real property located within Lakeside Village; and

WHEREAS, as a condition to Orange County, Florida (the "County") approving the Craichy's Planned Development Land Use Plan Application (PD-LUP 13-12-311) (the "Application") to, among other things, decrease by 1 residential unit the allowable density on the portion of the PD designated as Estate Home District (the "Receiving Property") from 15 units to 14 units, Craichy must assign and transfer 1 TDR credit to the Receiving Property; and

WHEREAS, Craichy wishes to assign and transfer to the Receiving Property 1 of the TDR Credits (the "Assigned Credit") from that certain portion of the greenbelt area located on the Craichy Property and legally described on **Exhibit "C"** attached hereto and incorporated herein by this reference (the "Sending Area"), all in accordance with the terms and conditions of this Assignment; and

WHEREAS, Craichy desires to give record notice of the transfer of the Assigned Credit and certain other matters, as set forth below.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Craichy hereby agrees and gives notice as follows:

1. The foregoing recitals are true and correct and incorporated herein by this reference.

2. Craichy hereby conveys, assigns, and transfers from the Sending Area to the Receiving Property all of Craichy's right, title and interest in and to the Assigned Credit for the use and benefit of the Receiving Property. Effective upon the transfer of the Assigned Credit to the Receiving Property, the Sending Area shall have a balance of **6.3** TDR credits, as depicted on Sheet 4 of the LUP.

3. Craichy acknowledges and agrees that it hereby releases all claims to the Assigned Credit and covenants that it shall not seek to further transfer the Assigned Credit and such release and covenant shall run with title to the Sending Area and shall be binding on successors and assigns of Craichy's interest in the Sending Area.

4. Craichy further acknowledges and agrees that upon the County's approval of the Application to decrease by 1 unit the established density on the Receiving Property, the established density for the Receiving Property shall neither be increased above, nor decreased below, 14 units without specific approval for such increase or decrease from the County. Further, Craichy covenants not to further transfer or assign the Assigned Credit from the Receiving Property; such restriction and covenant shall run with title to the Receiving Property and shall be binding on successors and assigns to the Receiving Property.

5. Craichy agrees that the County is a third party beneficiary of this Notice and shall have the right, but not the obligation, to enforce the restrictive covenants set forth herein, and Craichy and its successors and assigns shall not amend this Notice without the prior approval of the Orange County Board of County Commissioners (the "BCC").

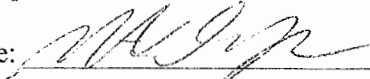
6. The restrictive covenants set forth herein shall continue in effect for ninety (90) years from the date of this Notice and shall renew automatically for successive ten year terms unless an instrument signed by the then owners of the Sending Area and the Receiving Property agreeing to terminate this Notice is approved by the BCC at least thirty (30) days prior to the automatic renewal, and such notice of termination is recorded in the Public Records of Orange County, Florida.

7. The provisions of this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Craichy has duly executed this Notice on the date and year first above written.

Signed, sealed and delivered
in the presence of:

Name: 

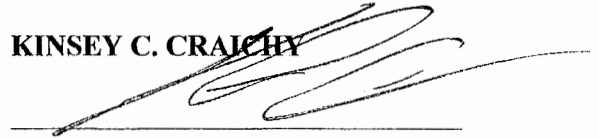
Print Name: Matthew D. Boeger

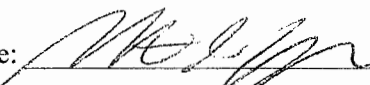
Name: 

Print Name: John Valantasis

"CRAICHY"

KINSEY C. CRAICHY



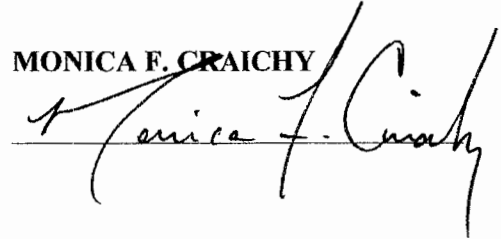
Name: 

Print Name: Matthew D. Boeger

Name: 

Print Name: John Valantasis

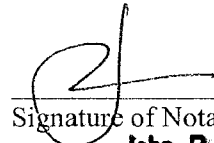
MONICA F. CRAICHY



STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of June, 2014 by KINSEY C. CRAICHY. She is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 26 day of June, 2014.

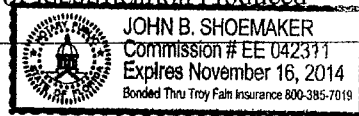


Signature of Notary Public
John B. Shoemaker

Print Notary Name
My Commission Expires: _____
Commission No.: _____

- Personally known, or
 Produced Identification

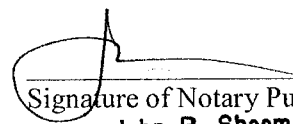
Type of Identification Produced



STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of June, 2014 by MONICA F. CRAICHY. She is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 26 day of June, 2014.



Signature of Notary Public
John B. Shoemaker

Print Notary Name
My Commission Expires: _____
Commission No.: _____

- Personally known, or
 Produced Identification

Type of Identification Produced



EXHIBIT "A"

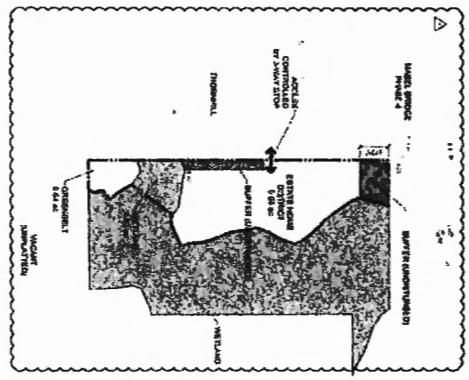
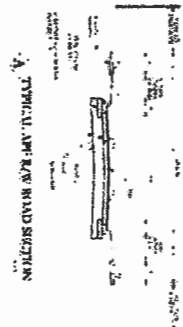
A parcel of land lying in Section 6, Township 24 South, Range 28 East, Orange County, Florida.

Being more particularly described as follows:

COMMENCE at the Southwest corner of the Northwest 1/4 of aforesaid Section 6 thence run North 89°38'14" East along the South line of said Northwest 1/4 of Section 6 for a distance of 1332.16 feet to the Southeast corner of THORNHILL, A REPLAT as recorded in Plat Book 65, Pages 55 through 58 of the Public records of Orange County, Florida, also being the Southwest corner of the East 1/2 of the Northwest 1/4 of aforesaid Section 6 and the POINT OF BEGINNING; thence departing said South line of said Northwest 1/4 of Section 6 run North 00°05'46" West along the East line of said THORNHILL, A REPLAT, also being the West line of said East 1/2 of the Northwest 1/4 of aforesaid Section 6 and then the East line of MABEL BRIDGE PHASE 5 - A REPLAT as recorded in Plat Book 79, Pages 125 through 128 of the Public Records of Orange County, Florida for a distance of 1320.94 feet to the Southwest corner of Tract A, MABEL BRIDGE PHASE 4 - A REPLAT as recorded in Plat Book 78, Pages 34 through 37 of the Public Records of Orange County, Florida; thence departing said West line and said East lines run North 89°52'10" East along the South line of said MABEL BRIDGE PHASE 4 - A REPLAT for a distance of 197.51 feet; thence departing said South line run the following courses; South 21°49'41" West for a distance of 37.41 feet; thence run South 11°46'26" West for a distance of 105.12 feet; thence run South 25°53'56" East for a distance of 24.23 feet; thence run South 33°24'03" East for a distance of 89.14 feet; thence run South 34°59'32" East for a distance of 60.42 feet; thence run South 52°27'23" East for a distance of 30.84 feet; thence run South 39°53'36" East for a distance of 32.50 feet; thence run South 42°07'35" East for a distance of 48.41 feet; thence run South 25°50'59" East for a distance of 56.73 feet; thence run South 17°38'09" West for a distance of 61.75 feet; thence run South 30°03'30" West for a distance of 65.82 feet; thence run South 20°50'50" West for a distance of 55.86 feet; thence run South 21°09'18" East for a distance of 29.44 feet; thence run South 05°13'51" East for a distance of 38.75 feet; thence run South 08°46'47" East for a distance of 56.63 feet; thence run South 24°39'26" East for a distance of 33.39 feet; thence run South 21°38'05" East for a distance of 56.27 feet; thence run South 12°49'17" East for a distance of 40.63 feet; thence run South 02°40'05" East for a distance of 46.10 feet; thence run South 15°58'54" East for a distance of 44.32 feet; thence run South 65°32'04" West for a distance of 55.45 feet; thence run South 68°30'47" West for a distance of 57.90 feet; thence run North 76°43'09" West for a distance of 31.01 feet; thence run South 35°37'59" West for a distance of 220.30 feet; thence run South 28°08'15" East for a distance of 73.59 feet; thence run South 39°40'05" East for a distance of 42.66 feet; thence run South 54°37'26" West for a distance of 48.67 feet; thence run South 16°54'13" East for a distance of 40.14 feet; thence run South 25°59'18" West for a distance of 28.04 feet to a point on aforesaid South line of said Northwest 1/4 of Section 6; thence run South 89°38'14" West along said South line for a distance of 124.79 feet to aforesaid POINT OF BEGINNING.

Contains 7.50 acres more or less.

EXHIBIT B



NOTES:

1. All dimensions are in feet and inches.
2. All areas are in square feet.
3. All areas are in square feet.
4. All areas are in square feet.
5. All areas are in square feet.
6. All areas are in square feet.
7. All areas are in square feet.
8. All areas are in square feet.
9. All areas are in square feet.
10. All areas are in square feet.

Area	Description	Area (sq. ft.)
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Area	Description	Area (sq. ft.)
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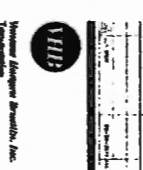
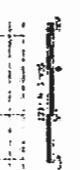
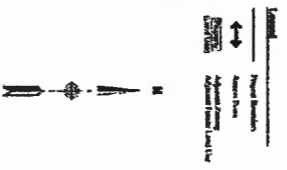
Area	Description	Area (sq. ft.)
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10. All areas are in square feet.

Area	Description	Area (sq. ft.)
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Area	Description	Area (sq. ft.)
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Area	Description	Area (sq. ft.)
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Planned Development/LUP
Phase 6
Mabel Bridge
Orange County, Florida

LAND USE PLAN & SITE DATA

EXHIBIT C

LEGAL DESCRIPTION

LEGAL DESCRIPTION: (MABEL BRIDGE PHASE 6)

A parcel of land lying in Section 6, Township 24 South, Range 28 East, Orange County, Florida.

Being more particularly described as follows:

COMMENCE at the Southwest corner of the Northwest 1/4 of aforesaid Section 6 thence run North 89°38'14" East along the South line of said Northwest 1/4 of Section 6 for a distance of 1331.56 feet to the Southeast corner of THORNHILL, A REPLAT as recorded in Plat Book 65, Pages 55 through 58 of the Public records of Orange County, Florida, also being the Southwest corner of the East 1/2 of the Northwest 1/4 of aforesaid Section 6 and the POINT OF BEGINNING; thence departing said South line of said Northwest 1/4 of Section 6 run North 00°04'58" West along the East line of said THORNHILL, A REPLAT, also being the West line of said East 1/2 of the Northwest 1/4 of aforesaid Section 6 a distance of 30.24 feet; thence departing said East line run North 89°55'02" East for a distance of 136.37 feet; thence run South 16°54'13" East for a distance of 4.64 feet; thence run South 25°59'18" West for a distance of 28.04 feet to a point on the South line of the Northwest 1/4 of said Section 6; thence run South 89°38'14" West along said South line for a distance of 125.39 feet to the aforesaid POINT OF BEGINNING.

Contains 3,960 square feet, more or less.

SHEET 1 OF 2



16 EAST PLANT STREET
Winter Garden, Florida 34787 * (407) 654-5355

SURVEYOR'S NOTES:

1. This is not a survey.
2. This sketch is not valid without the signature and original raised seal of a Florida licensed surveyor and mapper.
3. Bearings shown hereon are based on the South line of the Northwest 1/4 of Section 6-24-28 being an assumed bearing of N89°38'14"E.

JOB NO. 20130334

CALCULATED BY: DM

FOR THE LICENSED BUSINESS #6723 BY:

DATE: 5-12-14

DRAWN BY: DM

SCALE: 1" = 100 feet

CHECKED BY: JLR

FIELD BY: N/A

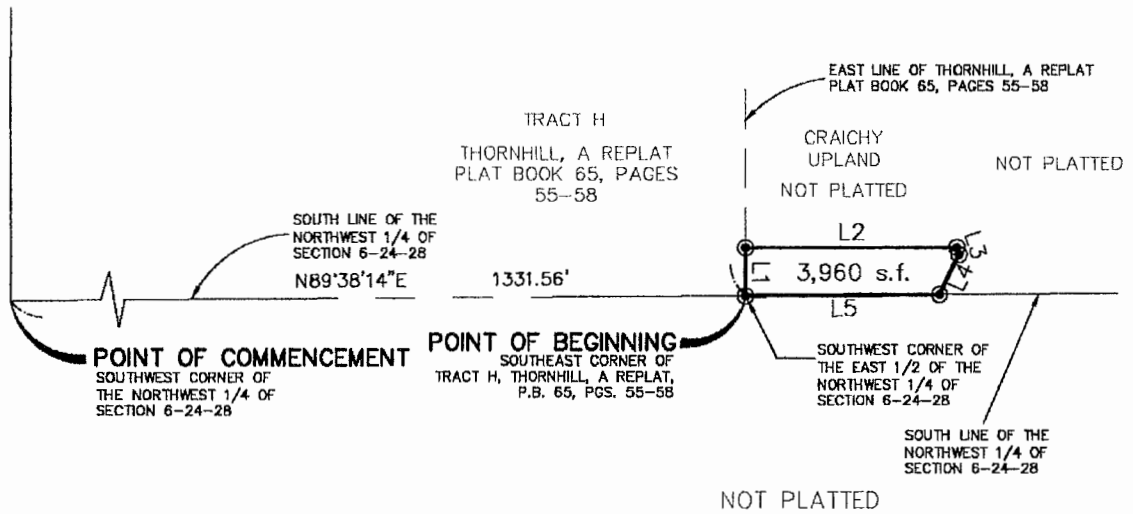
JAMES L. RICKMAN, P.S.M. #5633

Drawing name: L:\Data\20130334\sketch\sketch8.dwg Model

SKETCH OF DESCRIPTION



LINE TABLE		
LINE	LENGTH	BEARING
L1	30.24'	N00°04'58"W
L2	136.37'	N89°55'02"E
L3	4.64'	S16°54'13"E
L4	28.04'	S25°59'18"W
L5	125.39'	S89°38'14"W



SHEET 2 OF 2



16 EAST PLANT STREET
Winter Garden, Florida 34787 • (407) 654-5355

LEGEND

- | | |
|--|--|
| <ul style="list-style-type: none"> R/W = Right of Way (M) = measured REC. = recovered ⊙ = Set 5/8" Iron Rod w/cap #LB6723 ■ = Set 4"x 4" Concrete Monument w/disc #LB6723 | <ul style="list-style-type: none"> □ = Found 4"x 4" Concrete Monument numbered as shown ⊙ = Found Iron Rod LB = Licensed Business FND. = found PSM = Professional Surveyor & Mapper LS = Licensed Surveyor |
|--|--|

JOB NO. 20130334
 DATE: 5-12-14
 SCALE: 1" = 100 feet
 FIELD BY: N/A

CALCULATED BY: DM
 DRAWN BY: DM
 CHECKED BY: JLR

Drawing name: L:\Data\20130334\sketch\sketch8.dwg Model