

CAPTION

A parcel of land situated in the Southwest 1/4 of Section 22, Township 5 South, Range 25 East, Clay County, Florida; said parcel being more particularly described as follows:

Commence at a concrete monument at the Southwest corner of said Section 22, and run N 00 deg 57 min 35 sec E, along the West line thereof a distance of 563.11 feet to the POINT OF BEGINNING; thence continue N 00 deg 57 min 35 sec E, along said West line a distance of 1103.00 feet to the Southerly right of way line of County Road No. 739-B; thence run S 89 deg 40 min 51 sec E, along said Southerly right of way line a distance of 1030.00 feet; thence run S 00 deg 57 min 35 sec W, 1103.00 feet; thence run N 89 deg 40 min 51 sec W, 1030.00 feet to the Point of Beginning.

COUNTY COMMISSIONERS APPROVAL

Examined and Approved this 12th Day of February 1999, by the Board of County Commissioners, Clay County, Florida

BY: James B. Jett Clerk of Circuit Court

COUNTY DEPARTMENT OF PLANNING APPROVAL

Examined and Approved this 12th Day of February 1999

BY: [Signature] Director, Department of Planning

COUNTY DEPARTMENT OF ZONING APPROVAL

Examined and Approved this 12th Day of February 1999

BY: [Signature] Director, Department of Zoning

COUNTY DEPARTMENT OF ENGINEERING APPROVAL

Examined, and Approved this 12th Day of February 1999

BY: [Signature] PE. Director, Department of Engineering

SUBDIVISION IMPROVEMENT GUARANTEE

As a condition precedent to the recordation of this plat in the public records of Clay County, Florida, the undersigned owners of this subdivision do hereby guarantee to each and every person, firm, partnership or corporation, their heirs, successors and assigns, who shall purchase a lot or lots in said subdivision from said owners, that said owners shall within 12 months of the date of acceptance of the street and drainage improvements by the board of County Commissioners thereof fully comply with each and every regulation of the Board of County Commissioners of Clay County, Florida covering subdivision in effect at the time of the filing of this final plat in so far as the same affects a lot or lots sold. Time of such performance being of the essence, said guarantee shall be a part of each deed of conveyance or contract of sale covering lots in said subdivision, executed by said owners to the same extent and purpose as if said guarantee were incorporated verbatim in each said conveyance or contract of sale.

In witness whereof Coursey Development Company, Inc.; has caused these presents to be signed by William P. Coursey, (President) and Kevin S. Coursey, (Vice-President) thereof on the 30th Day of December 1998.

Coursey Development Company, Inc.

BY: William P. Coursey President

BY: Kevin S. Coursey Vice President

Table with 2 columns: Building Setbacks, Values. Front 20', Side 7.5', Rear 15', Side Street 20'.

CLERK'S CERTIFICATE

I hereby certify that this plat has been examined and that it complies in form with Chapter 177, Florida Statutes, and is filed for record in Plat Book 32 Pages 35 & 36 of the public records of Clay County, Florida.

This 22nd Day of February 1999 BY: James B. Jett

DEVELOPER: Coursey Development Co., Inc. 2554 Blinding Boulevard Middleburg, Florida 32058

ENGINEER: Stone, Joca and Mahoney 1730 Kingsley Avenue Suite D Orange Park, Florida 32073

SURVEYOR: Joseph G. Knopp Land Surveying 270 S.E. Palmetto Avenue Keystone Heights, Florida 32056

NOTICE

This plat, as recorded in its graphic form, is the official depiction 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 apply to this plat that are not shown hereon but may be found in the public records of Clay County, Florida.

All platted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance and operation of Cable Television services, provided however no such construction, installation, maintenance and operation of cable television service shall interfere with the facilities and services of an electric, telephone, Gas, or other public utility, in the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the Damages.

STATE OF FLORIDA, COUNTY OF CLAY

Before me personally appeared William P. Coursey, (President) and Kevin S. Coursey (Vice President) Officers of Coursey Development Company, Inc. a corporation under the laws of the State of Florida, to me well known to be the individuals and officers described in and who executed the foregoing instrument and who severally acknowledged the execution thereof to be their own free act and deed as such officers thereunto duly authorized on behalf of the Corporation, and said acknowledgement was taken without oath.

Notary Public at large State of Florida My Commission Expires: May 25, 2002

SOUTHBANK Phase I

LANDS IN THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA. TYPE I SUBDIVISION

MORTGAGEE'S JOINDER

SOUTHTRUST BANK, A national banking association, organized and existing under the laws of the United States of America, owner and holder of that certain mortgage recorded in Official Records Book 1659 Pages 1792 of the public records of Clay County, Florida, Do hereby consent to this Plat and join in its Dedication.

Signed this 11th Day of January, 1999. SOUTHTRUST BANK By: [Signature] Print Name: Robert LaMartha, its representative Witness: Tracy Cole, Susan K. Reashaw

MORTGAGEE'S JOINDER

Betty Lee Wuenschel owner and holder of that certain mortgage Dated May 28, 1997 and recorded in Official Records Book 1659 Pages 1749 of the public records of Clay County, Florida hereby consents to this plat and joins in its dedication.

Signed this 30th Day of December, 1998. BY: Betty Lee Wuenschel Witness: Craig P. St. Peter, H. S. G.

ADOPTION and DEDICATION

Coursey Development Company, Inc. "Dedicator", its successors and assigns, owns the underlying fee simple title to the area (s) on this plat as Tract "D", hereinafter the "Tract". The Dedicator, on behalf of itself, its successors and assigns, hereby covenants and agrees in favor of Clay County, Florida, that the Tract cannot be used for any purposes other than those hereinafter described for the storm water management easements. An easement, hereinafter the "Easement", situated within the entire physical limits of each of the Tracts, is hereby dedicated to Clay County, its successors and assigns, for the purpose of permitting Clay County, its successors and assigns, to discharge therein all water which may fall or come upon the Streets, and all water which may flow or pass from the Streets, from adjacent lands, or from any other source of public waters into or through (each) (the) Easement, without any liability whatsoever on the part of Clay County, its successors and assigns, for any damage, or any loss to persons or property resulting from the acceptance or use of (each) (the) Easement by Clay County, its successors and assigns. Clay County, by the acceptance of this plat for recording, shall not be deemed, on behalf of itself, its successors or assigns, to have accepted any duty, obligation, liability or responsibility whatsoever to maintain any storm water retention or detention ponds presently or hereafter located or constructed within (each) (the) easement; to maintain any filtration systems, control structures, underdrains, pipes or other facilities, fixtures or equipment installed within (each) (the) easement and/or associated therewith; to remove or treat any aquatic plants, animals, soil, chemicals, or any other substance or thing that might be found or come within (each) (the) easement; or to maintain or preserve water purity, quality, level or depth within (each) (the) easement. The foregoing notwithstanding, Clay County, its successors and assigns, shall have the right to undertake or perform any and all of the aforesaid activities at any time or times it may choose in its sole discretion without being deemed to have accepted any duty, obligation, liability or responsibility whatsoever to undertake, repeat or perform the same or similar activities thereafter; and to effect modification of or to any storm water retention or detention pond and other facilities located within (each) (the) Easement, including, but not limited to, the installation, modification and/or removal of any filtration systems, control structures, underdrains, pipes or other facilities, fixtures or equipment associated therewith, without being deemed to have accepted any duty, obligation, liability or responsibility whatsoever to undertake thereafter.

Dedicator does hereby consent in favor of Clay County, its successors and assigns, that it be and remain affirmatively responsible, obligated and liable for construction, installation and subsequent maintenance of all storm water management facilities within (each) (the) Tract required by Clay County as of the date of its acceptance of this plat, as well as those required under any permit issued by any and all governmental agencies with jurisdiction, including but not limited to, any storm water retention or detention ponds presently or hereafter located or constructed therein, and any filtration systems, control structures, underdrains, pipes or other facilities, fixtures or equipment installed therein, and/or associated therewith; and for the purpose of removing or treating aquatic plants, animals, soil, chemicals, or any other substance or thing that might be found or come therein; and for the purpose of maintaining or preserving water purity, quality, level or depth therein. The foregoing covenant is a personal covenant of the Dedicator to Clay County unless assigned to a homeowner's association as hereinafter provided, and shall also run with all of the lands depicted within the confines of this plat and shall be assumed by each of the successors and assigns of the Dedicator. The foregoing notwithstanding, the Dedicator may assign the burden of its personal covenant hereinabove described to a homeowner's association, hereinafter the "Association", created as a corporate entity under the laws of the State of Florida, existing in perpetuity, and invested with the power, duty and authority to levy mandatory assessments against each lot depicted on this plat to provide sufficient and adequate funding for the perpetual maintenance of the above-described storm water management facilities. In the event of such assignment by the Dedicator to the Association thereof, as evidenced by the recording of an appropriate instrument in the public records of Clay County, Florida, executed on behalf of both the Dedicator and the Association, wherein the Association affirmatively accepts the assignments of the personal covenant and the responsibility for all matters hereinabove covenanted by the Dedicator, then the Dedicator shall be deemed to have been completely released from all responsibilities, obligations and liabilities thereafter arising thereunder, the Association being deemed to have succeeded to the same. If and only if Clay County, its successors or assigns, shall affirmatively accept responsibility for maintenance under (each) (the) Easement, as evidenced by the adoption of a formal resolution by the governing body of Clay County, its successors or assigns, spread upon the minutes thereof, and, if required by the County, the recording of an appropriately executed instrument conveying to Clay County the fee simple title to (each) (the) Tract wherein such storm water management facilities have been constructed, then the Dedicator and the Association shall both be deemed to have been completely released from all responsibilities, obligation and liabilities thereafter arising under the personal covenant. Further, said personal covenant shall be deemed to have terminated upon the adoption of said resolution with respect to the (affected) Tract.

Until Clay County, its successors and assigns, in its sole discretion, elects to undertake the responsibility for maintenance of the storm water management facilities within (each) (the) Tract, the dedicator hereby covenant and agree to indemnify Clay County and save it harmless from suits, damages, liability and expenses in connection with loss of life, bodily or personal injury to property damage or any other damage arising from or out of any occurrence in, upon, at or from the lakes and filtration systems and other storm water management facilities. This indemnification shall run with the land and the successors or assigns of the dedicator shall be subject to and bound by it.

The Dedicator, on behalf of itself, its successor or assigns, does hereby covenant in favor of Clay County, its successors and assigns, that it shall not enter upon or use any portion of (each) (the) Tract for any purpose inconsistent with the Storm Water Management facilities, hereinabove described, in this regard except as the same may be related directly to the activities and uses authorized in connection therewith, the dedicator, its successor and assigns, shall not undertake any edge of fill activities within (each) (the) Tract, nor place or plant, or cause or suffer to be placed or planted any temporary or permanent structures or vegetation or any kind encroaching within, on, over or across (each) (the) Tract, including but not limited to fences, hedges, fountains or bulkheads. This is to certify that, Coursey Development Company, Inc. a corporation under the laws of the State of Florida, is the lawful owner of "SOUTHBANK Phase I", as described in the caption shown hereon and that it has caused the same to be surveyed and platted, and that said plat made in accordance with said survey is hereby adopted as the true and correct plat of said "SOUTHBANK Phase I" and that all Streets and easements for drainage and utilities are hereby irrevocably and without reservation, dedicated to Clay County, and its successors, and are subject to the above described covenants which shall run with the lands.

In witness whereof Coursey Development Company, Inc. has caused these presents to be signed by its President and Vice President. On behalf of the Corporation. This 30th Day of December, 1998

Coursey Development Company, Inc. BY: William P. Coursey President and Kevin S. Coursey Vice President

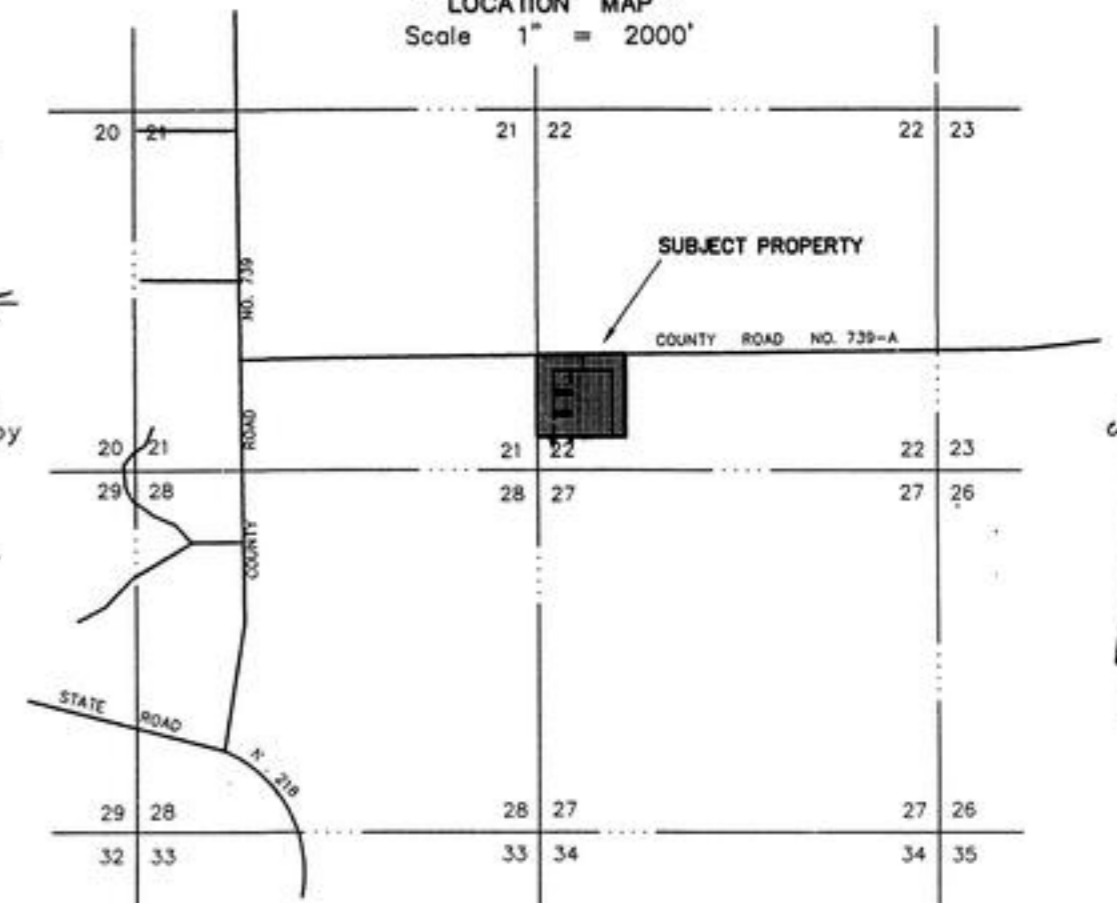
Witness: [Signatures] Print Name: [Names]

STATE OF FLORIDA, COUNTY OF CLAY

Before me personally appeared Robert LaMartha (Representative) of SOUTHTRUST BANK, to me well known to be the individuals and officers described in and who executed the forgoing instrument and who severally acknowledged the execution thereof to be their own free act and deed as such officers thereunto duly authorized on behalf of the Corporation and said acknowledgement was taken without oath.

Notary Public at large State of Florida My Commission Expires: [Date]

LOCATION MAP Scale 1" = 2000'



GENERAL NOTES

- 1. Denotes Permanent Reference Monument
2. Denotes Permanent Control Point
3. Lands Shown hereon lie in F.I.R.M. Flood Zone "X" as per Community Panel No. 120064-0145-D.
4. Bearings refer to the West line of Section 22, being N 00°57'55" E, as per "Russell Oaks" Plat Book 22, Pages 68-71
5. Total number of Lots are 56
6. Total area of lands subdivided is 26.079 Acres more or less.
7. Electrical Service Provided by: Clay Electric Cooperative, Inc.
8. Water and Sewer to be provided by Clay County Utility Authority.
9. All easements shown hereon are for Drainage and Utilities unless otherwise noted.
10. Current Zoning is "RB"
11. Minimum Lot size is 11616 Square Feet.
12. Fire Main locally available at Russell Oaks.

STATE OF FLORIDA, COUNTY OF CLAY

Before me personally appeared Betty Lee Wuenschel, to me well known to be the owner and holder of that certain mortgage as recorded in Official Records Book 1659, Page 1749 of the public records of Clay County, Florida and who executed to above described instrument and who acknowledged the execution thereof to be their own free act and deed, and said acknowledgement was taken without oath.

Notary Public at large State of Florida My Commission expires: May 25, 2002

SURVEYOR'S CERTIFICATE OF REVIEW

The undersigned surveyor hereby certifies that he or she has been retained by Clay County, Florida, to review this plat on behalf of Clay County, Florida, in accord with the requirements of Section 177.081(1), Florida Statutes (1998), and has determined that said plat conforms with the requirements of Chapter 177, Florida Statutes. The undersigned did not prepare this plat. This certificate is made as of this 19th day of SEPTEMBER 1998.

Print Name: MATHEW GRIFFIS Florida Registration #: 3743 Print Address: 2554 BLINDING MIDDLEBURG FL.

SURVEYORS CERTIFICATION

This is to certify that the accompanying plat is a true and correct representation of the lands, Surveyed, Platted and Described hereon, and that permanent reference monuments have been placed as shown on this plat in accordance with Chapter 177 of the Laws of the State of Florida, and that permanent control points will be set in accordance with said laws, and that this Survey was made under my supervision and that the survey data shown hereon complies with all provisions of said Chapter.

Joseph G. Knopp Registered Land Surveyor Florida Certificate Number 2061 Dated: August 19, 1998

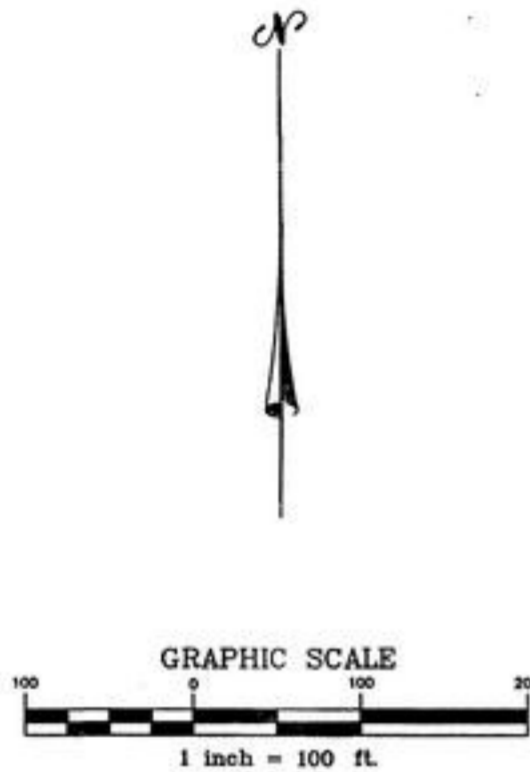
Prepared By:

JOSEPH G. KNOPP Land Surveying and Drafting Services (352)473-3166 (904)282-9320 270 Southeast Palmetto Avenue P.O. Box 388 Keystone Heights, Florida 32056

SOUTHBANK Phase I

LANDS IN THE SOUTHWEST 1/4 OF
SECTION 22, TOWNSHIP 5 SOUTH, RANGE 25 EAST,
CLAY COUNTY, FLORIDA.
"TYPE I SUBDIVISION"

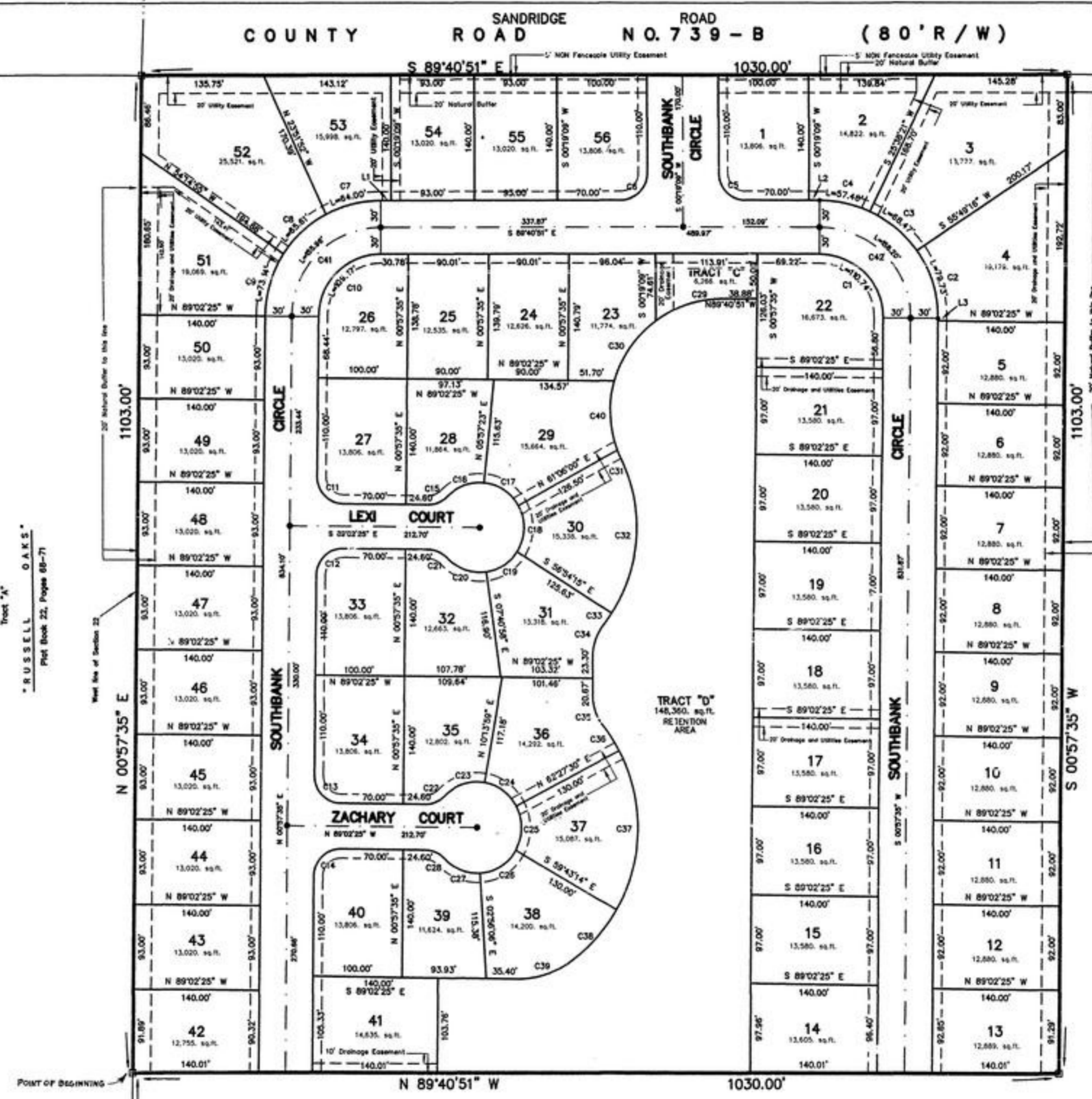
SEE SHEET ONE FOR GENERAL NOTES AND LEGENDS
NOTE: No jurisdictional wetlands lines located within this plat.



LINE	DIRECTION	DISTANCE
L1	N 89°40'51" W	11.87
L2	N 89°40'51" W	12.00
L3	S 00°57'35" W	2.88

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	70.00	110.74	70.79	99.50	N 44°21'58" W	90°38'26"
C2	130.00	299.23	41.17	78.49	N 16°34'40" W	35°52'50"
C3	130.00	68.47	35.25	67.59	N 49°18'17" E	37°10'33"
C4	130.00	67.46	39.20	66.89	N 77°02'10" W	25°12'22"
C5	30.00	47.12	30.00	42.43	N 44°40'25" E	90°10'00"
C6	30.00	47.12	30.00	42.43	N 45°13'09" E	90°10'00"
C7	130.00	64.00	37.68	63.38	N 78°17'55" E	28°12'28"
C8	130.00	65.81	33.52	64.91	N 47°38'12" E	28°54'58"
C9	130.00	73.25	37.83	72.59	N 17°03'10" W	31°17'06"
C10	70.00	109.17	69.22	98.44	N 45°38'23" E	89°21'34"
C11	70.00	47.12	30.00	42.43	N 44°40'25" E	90°10'00"
C12	70.00	47.12	30.00	42.43	N 45°13'09" E	90°10'00"
C13	30.00	47.12	30.00	42.43	N 44°40'25" E	90°10'00"
C14	30.00	47.12	30.00	42.43	N 45°13'09" E	90°10'00"
C15	30.00	47.12	30.00	42.43	N 44°40'25" E	90°10'00"
C16	30.00	47.12	30.00	42.43	N 45°13'09" E	90°10'00"
C17	30.00	47.12	30.00	42.43	N 44°40'25" E	90°10'00"
C18	30.00	47.12	30.00	42.43	N 45°13'09" E	90°10'00"
C19	30.00	47.12	30.00	42.43	N 44°40'25" E	90°10'00"
C20	30.00	47.12	30.00	42.43	N 45°13'09" E	90°10'00"
C21	30.00	47.12	30.00	42.43	N 44°40'25" E	90°10'00"
C22	30.00	47.12	30.00	42.43	N 45°13'09" E	90°10'00"
C23	30.00	47.12	30.00	42.43	N 44°40'25" E	90°10'00"
C24	30.00	47.12	30.00	42.43	N 45°13'09" E	90°10'00"
C25	30.00	47.12	30.00	42.43	N 44°40'25" E	90°10'00"
C26	30.00	47.12	30.00	42.43	N 45°13'09" E	90°10'00"
C27	30.00	47.12	30.00	42.43	N 44°40'25" E	90°10'00"
C28	30.00	47.12	30.00	42.43	N 45°13'09" E	90°10'00"
C29	30.00	47.12	30.00	42.43	N 44°40'25" E	90°10'00"
C30	30.00	47.12	30.00	42.43	N 45°13'09" E	90°10'00"
C31	125.00	82.51	42.82	81.22	N 34°50'25" E	37°49'13"
C32	125.00	11.30	5.85	11.39	N 22°38'48" E	0°10'39"
C33	125.00	175.81	98.02	171.18	N 03°23'24" E	25°13'18"
C34	125.00	181.12	98.41	173.08	N 03°23'24" E	25°13'18"
C35	50.00	33.51	17.41	32.29	N 18°51'09" E	36°24'18"
C36	180.00	16.13	16.41	17.08	N 30°48'56" E	10°32'58"
C37	180.00	181.12	98.41	173.08	N 03°23'24" E	25°13'18"
C38	180.00	78.81	39.94	77.88	N 42°42'24" E	25°01'18"
C39	100.00	62.33	32.18	61.24	N 73°07'48" E	35°39'33"
C40	125.00	78.51	40.80	77.23	N 03°23'24" E	25°13'18"
C41	100.00	155.84	78.89	153.59	N 45°38'23" E	89°21'34"
C42	100.00	158.20	101.12	142.21	N 44°21'58" W	89°38'26"

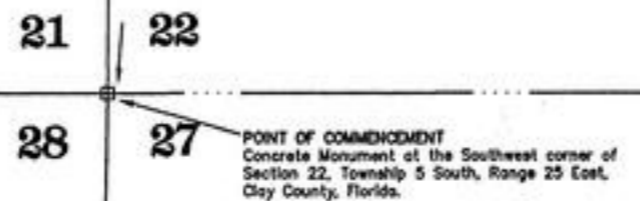
CURRENT OWNER
BML Investments Inc.
Herman R. Phillips
Current Zoning "RB"
Tract "K"
"RUSSELL OAKS"
Plat Book 22, Pages 68-71



UNPLATTED LANDS
Current Zoning "AG"
CURRENT OWNER
Betty Jane Lee Weunschel

UNPLATTED LANDS
Current Zoning "AG"
CURRENT OWNER
Betty Jane Lee Weunschel

- All easements shown hereon are for Drainage and Utilities unless otherwise noted.
- There is a 10' Clay Electric Coop. Easement across lots, adjacent to all right of ways.
- Current Zoning is "RB"
- Building Setback lines are
 - Front 25'
 - Side 10'
 - Rear 25'
 - Side Street 20'



Prepared By:
JOSEPH G. KNAPP
Land Surveying and Drafting services
(904)473-3166 (904)282-9320
270 Southeast Palmto Avenue
P.O. Box 386, Kaituma Heights, Florida 32656