PART OF SECTION 4 AND SECTION 5, TOWNSHIP 4 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

DIRECTOR, DEPARTMENT OF ENGINEERING

DIRECTOR, DEPARTMENT OF PLANNING

PLAT BOOK 39 PAGE 69

TYPE 1 SUBDIVISION ~ ZONED "PUD"

#### CAPTION:

A PARCEL OF LAND LYING IN AND BEING PART OF SECTION 4 AND SECTION 5, TOWNSHIP 4 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 5; THENCE, ON THE NORTH LINE THEREOF, SOUTH 89 DEGREES 49 MINUTES 27 SECONDS WEST, 394.35 FEET; THENCE, SOUTH OO DEGREES 10 MINUTES 33 SECONDS EAST, 437.14 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 25 DEGREES 01 MINUTE 54 SECONDS EAST, 956.77 FEET; THENCE, SOUTH 65 DEGREES 23 MINUTES 21 SECONDS WEST, 71.33 FEET; THENCE, SOUTH 36 DEGREES 52 MINUTES 57 SECONDS WEST, 71.18 FEET; THENCE, SOUTH 19 DEGREES 55 MINUTES 16 SECONDS WEST, 55.00 FEET; THENCE, SOUTH 83 DEGREES 19 MINUTES 45 SECONDS WEST AND RADIAL TO A CURVE, 65,35 FEET TO A POINT ON A CURVE; THENCE, AROUND AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 100 DEGREES 21 MINUTES 53 SECONDS, AN ARC DISTANCE OF 105.10 FEET (SOUTH 43 DEGREES 30 MINUTES 42 SECONDS WEST, 92.17 FEET, CHORD BEARING AND DISTANCE) TO A POINT ON SAID CURVE; THENCE, SOUTH 23 DEGREES 14 MINUTES 22 SECONDS WEST, 74.89 FEET; THENCE, SOUTH 48 DEGREES 51 MINUTES 23 SECONDS EAST, 150.53 FEET; THENCE, NORTH 78 DEGREES 55 MINUTES 44 SECONDS EAST, 68.57 FEET; THENCE, SOUTH 52 DEGREES 56 MINUTES 34 SECONDS EAST, 45.34 FEET; THENCE, SOUTH 31 DEGREES 53 MINUTES 01 SECOND EAST, 98.58 FEET; THENCE, SOUTH 28 DEGREES 53 MINUTES 38 SECONDS WEST, 79.41 FEET; THENCE, SOUTH 17 DEGREES 34 MINUTES 22 SECONDS EAST, 67.67 FEET; THENCE, SOUTH 17 DEGREES 35 MINUTES 20 SECONDS EAST, 67.67 FEET; THENCE, SOUTH 17 DEGREES 37 DEGREES 45 MINUTES 00 SECONDS EAST, 60.22 FEET; THENCE, SOUTH 17
DEGREES 45 MINUTES 00 SECONDS EAST, 60.22 FEET; THENCE, SOUTH 19 DEGREES 37
MINUTES 21 SECONDS WEST, 32.05 FEET; THENCE, SOUTH 24 DEGREES 43 MINUTES 19
SECONDS WEST AND RADIAL TO A CURVE, 65.85 FEET TO THE NORTHEASTERLY RIGHT—
OF—WAY LINE OF LAURELWOOD DRIVE, A RIGHT—OF—WAY OF VARIED WIDTH, AND A POINT
ON A CURVE; THENCE, ON SAID RIGHT—OF—WAY LINE, AROUND AND ALONG A CURVE TO
THE RIGHT HAVING A RADIUS OF 460.00 FEET AND A CENTRAL ANGLE OF 42 DEGREES 46 MINUTES 39 SECONDS, AN ARC DISTANCE OF 343.44 FEET (NORTH 43 DEGREES 53 MINUTES 22 SECONDS WEST, 335.52 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF TANGENCY; THENCE, CONTINUING ON SAID RIGHT-OF-WAY LINE, NORTH 22 DEGREES 30 MINUTES 02 SECONDS WEST, 40.47 FEET TO A POINT OF CURVATURE: THENCE, CONTINUING ON SAID RIGHT-OF-WAY LINE, AROUND AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 540.00 FEET AND A CENTRAL ANGLE OF 37 DEGREES 35 MINUTES 39 SECONDS, AN ARC DISTANCE OF 354.32 FEET (NORTH 41 DEGREES 17 MINUTES 52 SECONDS WEST, 347.99 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF REVERSE CURVE; THENCE, CONTINUING ON SAID RIGHT-OF-WAY LINE, AROUND AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 84 DEGREES 27 MINUTES 46 SECONDS, AN ARC DISTANCE OF 44.22 FEET (NORTH 17 DEGREES 51 MINUTES 48 SECONDS WEST, 40.33 FEET, CHORD BEARING AND DISTANCE) TO A POINT ON SAID CURVE; THENCE, CONTINUING ON SAID RIGHT-OF-WAY LINE, NORTH 65 DEGREES 37 MINUTES 55 SECONDS WEST, 50.00 FEET TO A POINT ON A CURVE; THENCE, CONTINUING ON SAID RIGHT-OF-WAY LINE, AROUND AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 84 DEGREES 27 MINUTES 46 SECONDS, AN ARC DISTANCE OF 44.22 FEET (SOUTH 66 DEGREES 35 MINUTES 58 SECONDS WEST, 40.33 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF REVERSE CURVE; THENCE, CONTINUING ON SAID RIGHT-OF-WAY LINE, AROUND AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 540.00 FEET AND A CENTRAL ANGLE OF 37 DEGREES 38 MINUTES 49 SECONDS, AN ARC DISTANCE OF 354.81 FEET (NORTH 89 DEGREES 59 MINUTES 33 SECONDS WEST, 348.47 FEET, CHORD BEARING AND DISTANCE)
TO A POINT OF REVERSE CURVE; THENCE, CONTINUING ON SAID RIGHT-OF-WAY LINE,
AROUND AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 460.00 FEET AND A
CENTRAL ANGLE OF 40 DEGREES 06 MINUTES 36 SECONDS, AN ARC DISTANCE OF 322.02 FEET (NORTH 88 DEGREES 45 MINUTES 39 SECONDS WEST, 315.49 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF COMPOUND CURVE; THENCE, CONTINUING ON SAID RIGHT-OF-WAY LINE, AROUND AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 67 DEGREES 48 MINUTES 50 SECONDS, AN ARC DISTANCE OF 59.18 FEET (NORTH 34 DEGREES 47 MINUTES 57 SECONDS WEST, 55.78 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF REVERSE CURVE; THENCE, CONTINUING ON SAID RIGHT-OF-WAY LINE, AROUND AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET AND A CENTRAL ANGLE OF 34 DEGREES 38 MINUTES 29 SECONDS, AN ARC DISTANCE OF 75.58 FEET (NORTH 18 DEGREES 12 MINUTES 46 SECONDS WEST, 74.43 FEET, CHORD BEARING AND DISTANCE) TO A POINT ON SAID CURVE; THENCE, RADIAL TO SAID CURVE, NORTH 54 DEGREES 28 MINUTES 00 SECONDS EAST, 25.00 FEET; THENCE, NORTH 24 DEGREES 18 MINUTES 08 SECONDS EAST, 176.93 FEET; THENCE, NORTH 68 DEGREES 32 MINUTES 35 SECONDS EAST, 484.28 FEET; THENCE, NORTH 60 DEGREES 17 MINUTES 00 SECONDS EAST, 117.26 FEET; THENCE, NORTH 39 DEGREES 16 MINUTES 25 SECONDS EAST, 40.04 FEET; THENCE, NORTH 15 DEGREES 29 MINUTES 56 SECONDS EAST, 147.68 FEET; THENCE, NORTH 25 DEGREES 01 MINUTE 54 SECONDS WEST, 105.46 FEET; THENCE, NORTH 19 DEGREES 32 MINUTES 09 SECONDS EAST, 206.75 FEET; THENCE, NORTH 49 DEGREES 51 MINUTES 02 SECONDS EAST, 121.23 FEET; THENCE, NORTH 49 DEGREES 50 MINUTES 07 SECONDS EAST, 134.17 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 27.0 ACRES, MORE OR LESS.

COUNTY DEPARTMENT OF ENGINEERING APPROVAL : DAY OF NOVEMBER

COUNTY DEPARTMENT OF PLANNING APPROVAL : 21st DAY OF November, A.D. 2002

COUNTY DEPARTMENT OF ZONING APPROVAL : APPROVED THIS 22 DAY OF November , A.D. 2002

COUNTY COMMISSIONERS CERTIFICATE:

APPROVED THIS 12 TH DAY OF NOVEMBER OF COUNTY COMMISSIONERS, CLAY COUNTY, FLORIDA

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 39 PAGES 69 - 77 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.

THIS 26th DAY OF November, A.D., 2002

SURVEYOR'S CERTIFICATE OF REVIEW :

THE UNDERSIGNED SURVEYOR HEREBY CERTIFIES THAT HE /SHE HAS BEEN RETAINED BY CLAY COUNTY TO REVIEW THIS PLAT ON BEHALF OF CLAY COUNTY, FLORIDA, IN ACCORDANCE 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 THE 23 DAY OF SEPTEMBER, A.D., 2002

B. L. PITTMAN

PRINT NAME

LS-4827 FLORIDA REGISTRATION NUMBER

90 RIVER ROAD ORANGE PARK, FL 32073 OWNER

OAKLEAF PLANTATION, LLC 3020 HARTLEY ROAD SUITE 100 JACKSONVILLE, FL 32257

**ENGINEER** 

SURVEYOR

ENGLAND-THIMS & MILLER 14775 ST. AUGUSTINE ROAD JACKSONVILLE, FL 32258

PERRET AND ASSOCIATES, INC. 1614 ATLANTIC-UNIVERSITY CIRCLE JACKSONVILLE, FL 32207

**UTILITY NOTES:** 

PUBLIC UTILITIES SERVING THIS SUBDIVISION PROVIDED BY THE FOLLOWING:

WATER AND SANITARY SEWER - JEA

ELECTRIC - CLAY ELECTRIC CO-OPERATIVE, INC.

TELEPHONE - BELL SOUTH

**ZONING NOTE:** 

, A.D. 2002, BY THE BOARD

SEAL

PROPERTY DEPICTED ON THIS PLAT IS A PLANNED UNIT DEVELOPMENT (P.U.D.)

TOTAL NUMBER OF LOTS: 72

MINIMUM LOT AREA: 4,000 SQUARE FEET

MINIMUM LOT WIDTH: 60-FEET

MINIMUM FRONT SETBACK: 20-FEET

MINIMUM SIDE SETBACK: 5-FEET

MINIMUM SIDE STREET SETBACK: 20-FEET

MINIMUM REAR SETBACK: 10-FEET

MAXIMUM HEIGHT: 35-FEET

### SURVEYOR'S CERTIFICATE :

THIS IS TO CERTIFY THAT THE ABOVE PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, PLATTED AND DESCRIBED ABOVE; THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THE SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF FLORIDA STATUTES, CHAPTER 177; AND THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN SET AND PERMANENT CONTROL POINTS WILL BE SET IN ACCORDANCE WITH 177.091, FLORIDA STATUTES AND ALL LOT CORNERS WILL BE MONUMENTED IN ACCORDANCE WITH CHAPTER 61G17-6.0031(2)1, FLORIDA ADMINISTRATIVE CODE.

CERTIFIED THIS 2319 DAY OF SEPTEMBER

CARL S. COURSON, P.L.S. FLORIDA CERTIFICATE No. LS-3129 PERRET and ASSOCIATES, INC. FLORIDA CERTIFICATE No. LB-6715



PERRET AND ASSOCIATES,

1614 ATLANTIC-UNIVERSITY CIRCLE, JACKSONVILLE, FLORIDA 32207 PHONE: (904) 805-0030 FAX: (904) 805-9888 EMAIL: carl@perretassoc.com

# HEARTHSTONE AT OAKLEAF PLANTATION

PLAT BOOK 39 PAGE 70

PART OF SECTION 4 AND SECTION 5, TOWNSHIP 4 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA

#### ADOPTION AND DEDICATION:

This is to certify that OakLeaf Plantation, LLC, a Florida limited liability company, hereinafter "Dedicator", is the lawful owner of the lands described in the caption hereon, known as HEARTHSTONE AT OAKLEAF PLANTATION, having caused the same to be surveyed and subdivided. This plat being made in accordance with said survey is hereby adopted as a true and correct plat of those lands. Millstone Drive. Hearthstone Lane. Hearthside Court and Tannerstone Court shown hereon, hereinafter the "Streets", are hereby irrevocably dedicated to Clay County, its successors and assigns, and all drainage easements shown on this plat are hereby irrevocably dedicated to Clay County, its successors and assigns, and are subject to the following covenants which shall run with the

The "Dedicator", its successors and assigns, owns the underlying fee simple title to the area depicted on this plat as Tract "A", 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 the Tract, 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 the Easement, without any liability whatsoever on the part of Clay County, its successors and assigns, for any damage, injury or losses to persons or property resulting from the acceptance or use of the Easement by Clay County, its successors and assigns.

Clay County, by 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 the Easement; to maintain any filtration systems, control structures, underdrains, pipes or other facilities, fixtures or equipment installed within 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 the Easement; or to maintain water purity, quality, level or depth within the Easement. The foregoing notwithstanding, Clay County, its successors and assigns, shall have the right to undertake and 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 ponds or other facilities located within 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 maintenance thereafter. The Dedicator does hereby covenant in favor of Clay County, its successors and assigns, that it will be and remain affirmatively responsible, obligated and liable for construction, installation and subsequent maintenance of all storm water management facilities within 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 removing or treating aquatic plants, animals, soil, chemicals, or any other substance or thing that may be found or come therein; and for 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 or community development district 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 not 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, or a community development district under Chapter 190, Floeida Statutes, hereinafter the "CDD", each 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 maintenance of the above described storm water management facilities. In the event of assignment by the Dedicator to the Association or CDD, as evidenced by the recording of a appropriate instrument in the public records of Clay County, Florida, executed on behalf of both the Dedicator and the Association or CDD, wherein the Association or CDD affirmatively accepts the assignment of the personal covenant and the responsibility for all matters herein covenanted or indemnified by the Dedicator, then the Dedicator shall be deemed to have been completely released from all responsibilities, obligations and liabilities arising thereunder, the Association or CDD, being deemed to have succeeded to the same. If and only if Clay County, its successors and assigns, shall affirmatively accept responsibility for maintenance under the Easement, as evidenced by the adoption of a formal resolution by the governing body of Clay County, its successors and assigns, spread upon the minutes thereof, and, if required by the County, the recording of an appropriately executed imstrument conveying to Clay County

or out of any occurrence in, upon, at or from the lakes, filtration systems and other storm water management facilities. This indemnification shall run with the land, and the successors and assigns of the Dedicator and shall be subject to and bound by it. The Dedicator, on behalf of itself, its successors and assigns, does hereby covenant in favor of Clay County, its successors and assigns, that it shall not enter upon or use any portion of the Tract for any purpose inconsistent with the storm water management facilities hereinabove described. In this regard, except as the may be related directly to the activities and uses authorized in connection therev successors and assigns, shall not undertake any dredge or fill activities within the Tract, nor place or plant, or cause or suffer to be placed or planted, any temporary or permanent structures or vegetation of any kind encroaching within, on, over or across the Tract, including but not limited to fences, hedges, fountains or

the fee simple title to the Tract wherein such storm water management facilities have been constructed, then

covenant shall be deemed to have terminated upon the adoption of said resolution with respect to the 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 the Tract, the Dedicator does 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 or property damage or any other damage arising from

the Dedicator and the Association or CDD shall both be deemed to have been completely released from all responsibilities, obligations and liabilities thereinafter arising under the personal covenant. Further, said personal

Tracts "B" and "C" and Private Drainage Easements are hereby reserved unto the Dedicator, its successors

The Easements described in General Notes 6 through 10 herein, shall be irrevocably dedicated as stated

IN WITNESS WHEREOF, OakLeaf Plantation, LLC, a Florida limited liability company, has caused these presents to signed by its Vice President on the date shown below and has caused its official seal to be affixed hereto.

#### SUBDIVISION IMPROVEMENT GUARANTEE:

As a condition precedent to the recordation of this plat in the public records of Clay County, Florida, the undersigned owner of this subdivision does hereby guarantee to each and every person, firm, copartnership or corporation, their heirs, successors and assigns, who shall purchase a lot or lots in said subdivision from said owner that said owner 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 subdivisions in effect at the time of filling of this plat insofar as the same effects a lot or lots sold. Time of performance being the essence, said guarantee shall be part of each deed of conveyance of sale covering lots in said subdivision, executed by said owner to the same extent and purpose as if said guarantee were incorporated verbatim in each said conveyance or contract of sale.

#### **GENERAL NOTES:**

- BEARINGS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, FLORIDA EAST ZONE
- PROPERTY LIES WITHIN FLOOD ZONE "X" AS SCALED FROM FEMA FLOOD INSURANCE RATE MAP PANEL 120064 0045 D, DATED 11/4/92
- NOTICE; THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF 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 RECORDED ON THIS PLAT (4) THAT MAY BE FOUND IN THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.
- EASEMENTS SHOWN HEREON SHALL ALSO BE FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF DRAINAGE STRUCTURES, UTILITIES, SANITARY SEWERS AND CABLE TELEVISION SERVICE, PROVIDED HOWEVER THAT SAID CABLE TELEVISION SERVICE SHALL NOT INTERFERE WITH THE FACILITIES AND SERVICES OF ANY 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.
- WHETHER DEPICTED ON THE PLAT OR NOT, OAKLEAF PLANTATION, LLC, HEREBY GRANTS CLAY ELECTRIC COOPERATIVE, INC. A 10 FOOT WIDE PERPETUAL EASEMENT FOR UTILITY SERVICES OVER, UNDER, UPON AND ACROSS ALL LANDS LYING ADJACENT TO, PARALLEL WITH, AND OUTSIDE OF THE AREAS SHOWN ON THE PLAT AS ROADS, STREETS, OR OTHER RIGHTS-OF-WAY.
- WHERE A CLAY ELECTRIC COOPERATIVE, INC. EASEMENT CROSSES AN EASEMENT OR RIGHT-OF-WAY GRANTED TO JEA, CLAY ELECTRIC COOPERATIVE, INC. SHALL HAVE THE RIGHT TO LOCATE ITS FACILITIES IN SAID JOINT USE EASEMENT AREA, BUT SUCH USE SHALL BE NON-EXCLUSIVE. JEA SHALL USE, OCCUPY, AND LOCATE FACILITIES IN THESE JOINT USE AREAS SO AS TO REASONABLY ACCOMMODATE CLAY ELECTRIC COOPERATIVE. INC.'S FACILITIES.
- WHERE A JEA EASEMENT CROSSES AND EASEMENT OR RIGHT-OF-WAY GRANTED TO CLAY ELECTRIC COOPERATIVE, INC., JEA SHALL HAVE THE RIGHT TO LOCATE ITS FACILITIES IN SAID JOINT USE EASEMENT AREA, BUT SUCH USE SHALL BE NON-EXCLUSIVE. CLAY ELECTRIC COOPERATIVE, INC. SHALL USE, OCCUPY, AND LOCATE FACILITIES IN THESE JOINT AREAS SO AS TO REASONABLE ACCOMMODATE JEA'S FACILITIES.
- ALL EASEMENTS, FOR THE WATER AND SEWER SYSTEMS, MARKED JEA AND SHOWN ON PLAT. ARE HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATED TO JEA. ITS SUCCESSORS AND ASSIGNS.
- ALL EASEMENTS FOR THE UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM, MARKED C.E.C. AND SHOWN ON PLAT, ARE HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATED TO CLAY ELECTRIC COOPERATIVE, INC. (C.E.C.)
- CURRENT LAW PROVIDES THAT NO CONSTRUCTION, FILLING, REMOVAL OF EARTH, NOR CUTTING OF TREES OR PLANTS SHALL TAKE PLACE WITHIN CONSERVATION/ PRESERVATION AREAS OR JURISDICTIONAL WETLANDS SHOWN ON THIS PLAT WITHOUT THE WRITTEN APPROVAL OF THE REGULATORY AGENCIES HAVING JURISDICTION OVER SUCH CONSERVATION/PRESERVATION AREA OR WETLANDS. IT SHALL BE THE RESPONSIBILITY OF THE LOT OWNER, HIS AGENT, AND THE ENTITY PERFORMING ANY ACTIVITY WITHIN THE CONSERVATION PRESERVATION OR WETLAND AREA TO ACQUIRE THE NECESSARY WRITTEN APPROVALS PRIOR TO COMMENCING ANY ACTIVITY WITHIN THE CONSERVATION/PRESERVATION OR WETLAND AREAS. THE JURISDICTIONAL WETLAND LINE MAY BE REDEFINED FROM TIME TO TIME BY THE APPROPRIATE GOVERNMENTAL AGENCIES. Ch. 704.061(1)(a through q) Florida Statutes

OAKLEAF PLANTATION, LLC, a Florida limited liability company

STATE OF FLORIDA: COUNTY OF CLAY:

The foregoing instrument was acknowledged before me this -11 day of November, 2002, by Erik H. Wilson, Vice President, Oakleaf Plantation, LLC, on behalf of said corporation. He is personally known to me and no oath was taken.

KATHLEEN K. WILLIS. Notary Public, State of Florida My comm. exp. July 14, 2006 Comm. No. DD 133789

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#### **LEGEND:**

- DENOTES PERMANENT CONTROL POINT (PCP) No. 6715
- DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET No. 6715
- DENOTES PERMANENT REFERENCE MONUMENT (PRM) FOUND I.D. AS NOTED
- L1 DENOTES TABULATED LINE NUMBER
- DENOTES TABULATED CURVE NUMBER
- DENOTES LINE RADIAL TO CURVE
- PC DENOTES POINT OF CURVATURE
- DENOTES POINT OF TANGENCY DENOTES POINT OF REVERSE CURVE
- DENOTES POINT OF COMPOUND CURVE
- DENOTES RADIUS
- D DENOTES CENTRAL ANGLE
- DENOTES ARC LENGTH
- DENOTES CHORD BEARING
- DENOTES CHORD LENGTH
- R/W DENOTES RIGHT-OF-WAY

#### DEDICATION OF MORTGAGEE:

Know all men by these presents that WACHOVIA BANK, NATIONAL ASSOCIATION, a corporation, owner and holder of a certain mortgage and security agreement recorded in Official Records Book 2049, page 1362, of the public records of Clay County, Florida; that certain second mortgage and security agreement recorded in Official Records Book 2068, page 1576, of said public records; that certain consent, subordination and spreader agreement recorded in Official Records Book 2079, page 1324, of said public records; that certain acquisition mortgage modification agreement recorded in Official Records Book 2096, page 1813, of said public records; that certain consent, subordination and spreader agreement recorded in Official Records Book 2087, page 0152, of said public records; and that certain development mortgage modification agreement recorded in Official Records Book 2096, page 1818, of said public records, does as mortgagee hereby consent to this plat and join in the foregoing dedication.

WACHOVIA BANK, NATIONAL ASSOCIATION

BY: SUSAN BEAUGRAND, VICE PRESIDENT

ELINORE C

#### **ACKNOWLEDGMENT:**

STATE OF FLORIDA COUNTY OF CLAY

The foregoing instrument was acknowledged before me this \_/\_ day of /\(\sum\_{\text{op}}\) and 2002, by Susan Beaugrand, Vice President, Wachovia Bank, National Association, on behalf of said corporation. She is personally known to me and no oath was taken.

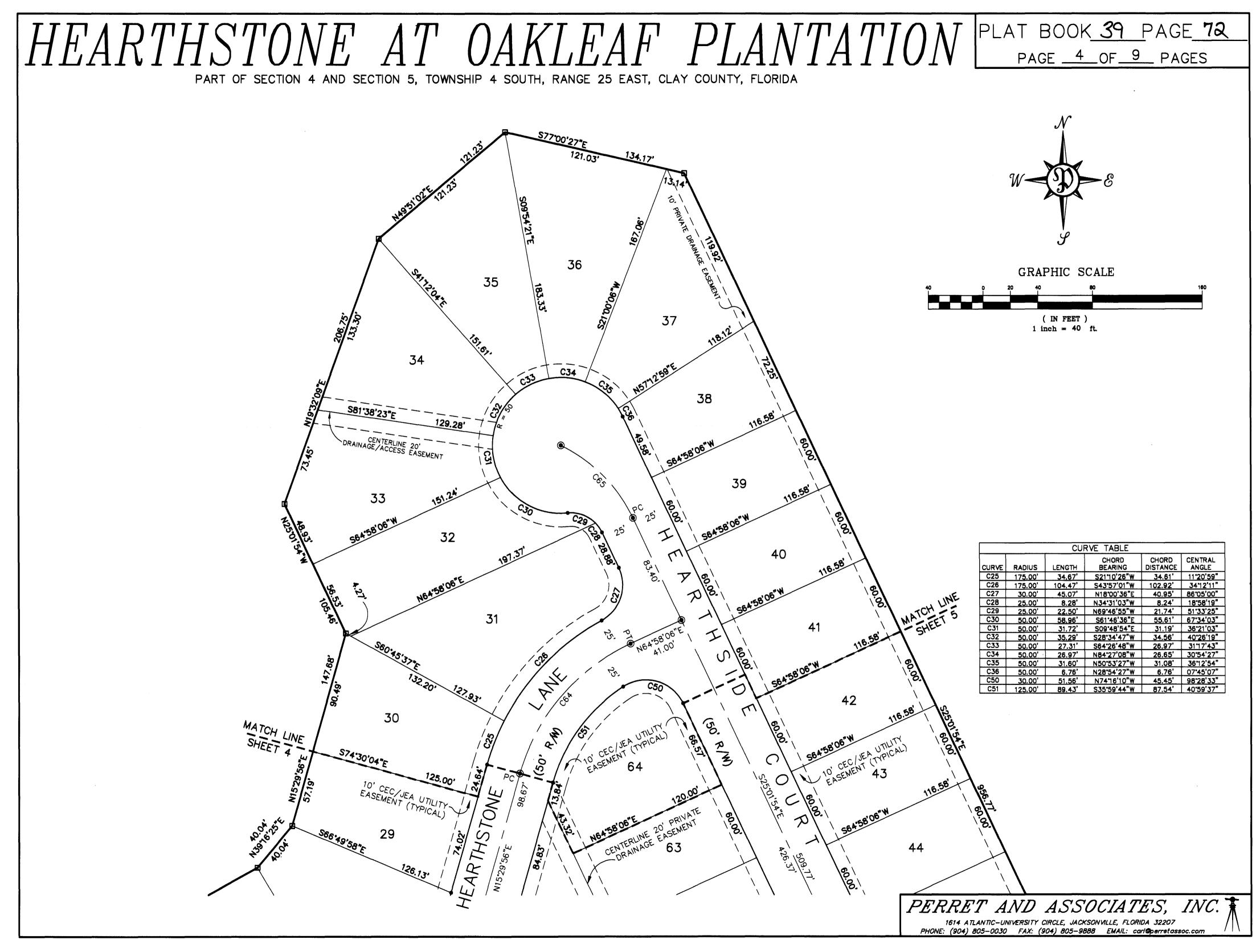
ELINORE C. COX Notary Public, State of Florida My comm. exp:: Nov. 15: 2005 Comme No.: DB. 068028: 13 M- can: 140. 201. 15, 2003

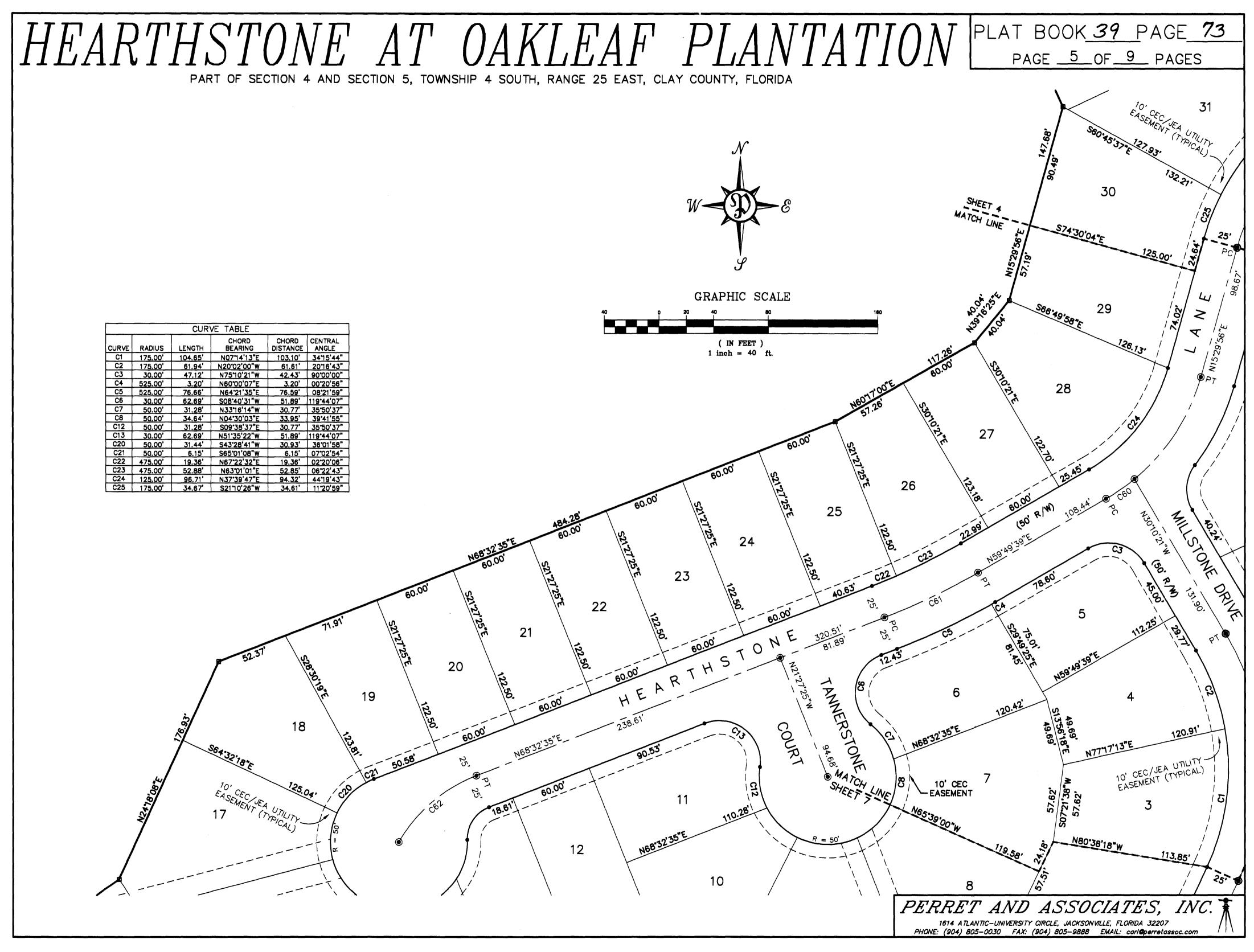
Committee Militages

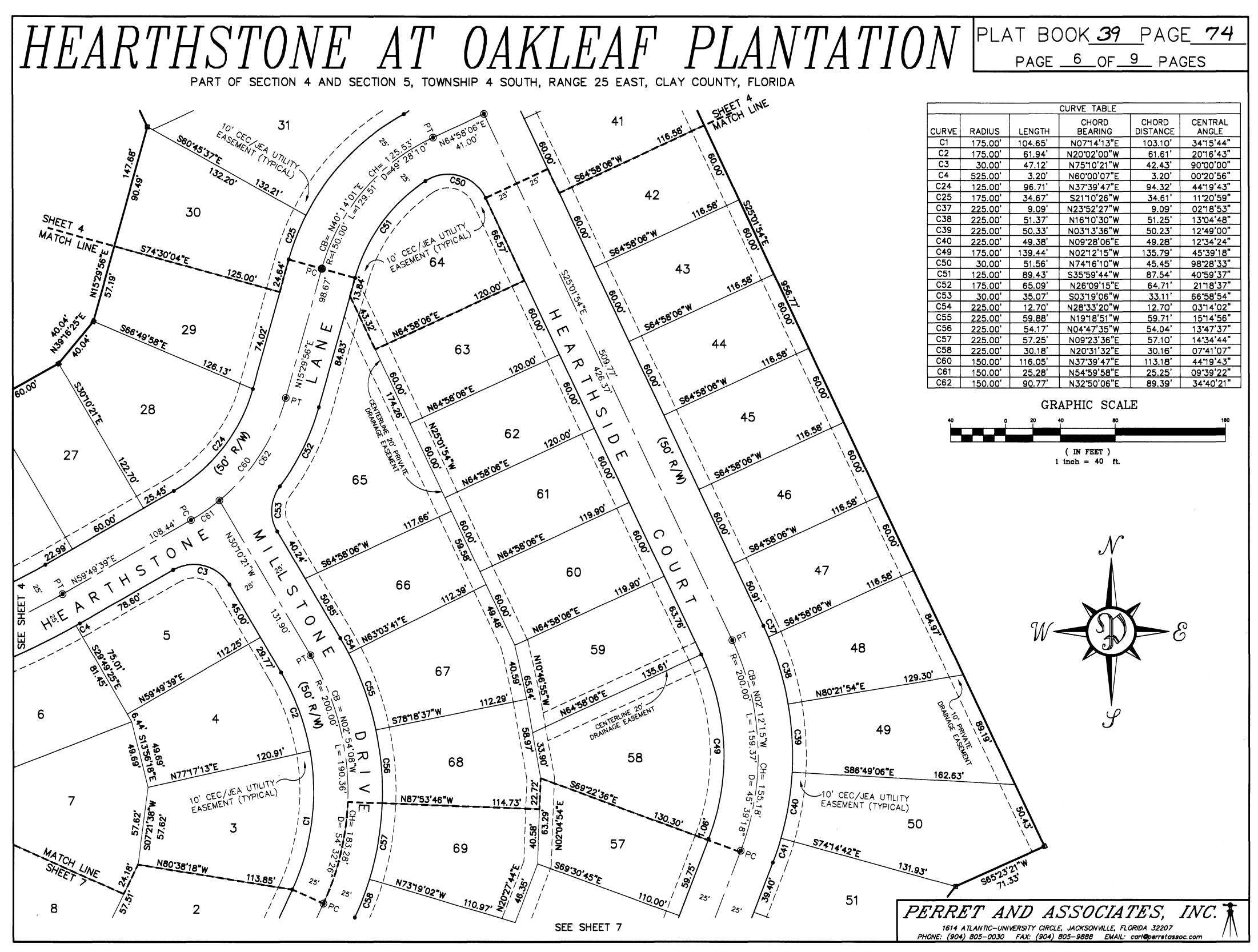
PERRET AND ASSOCIATES,

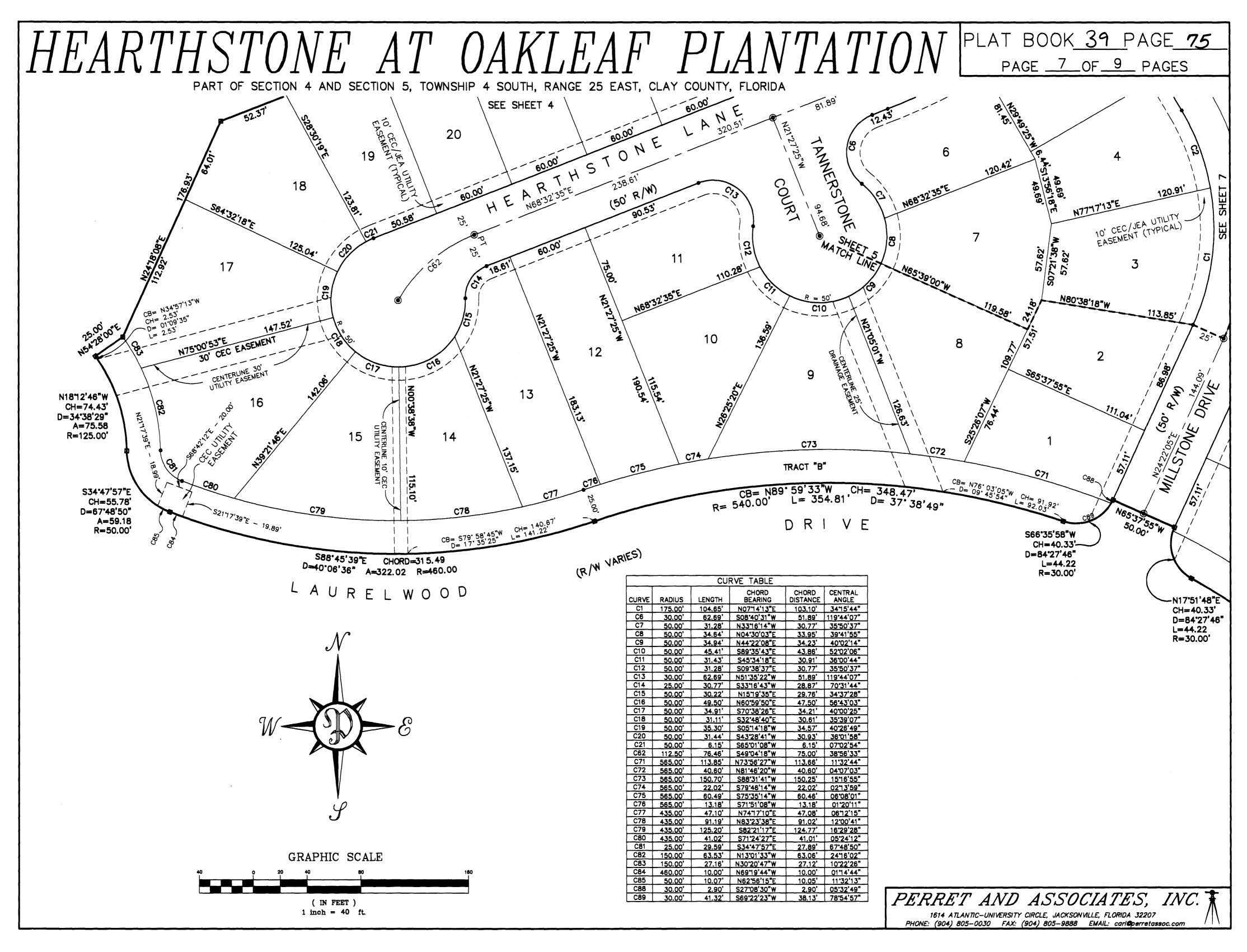
1614 ATLANTIC-UNIVERSITY CIRCLE, JACKSONVILLE, FLORIDA 32207 PHONE: (904) 805-0030 FAX: (904) 805-9888 EMAIL: carl@perretassoc.com

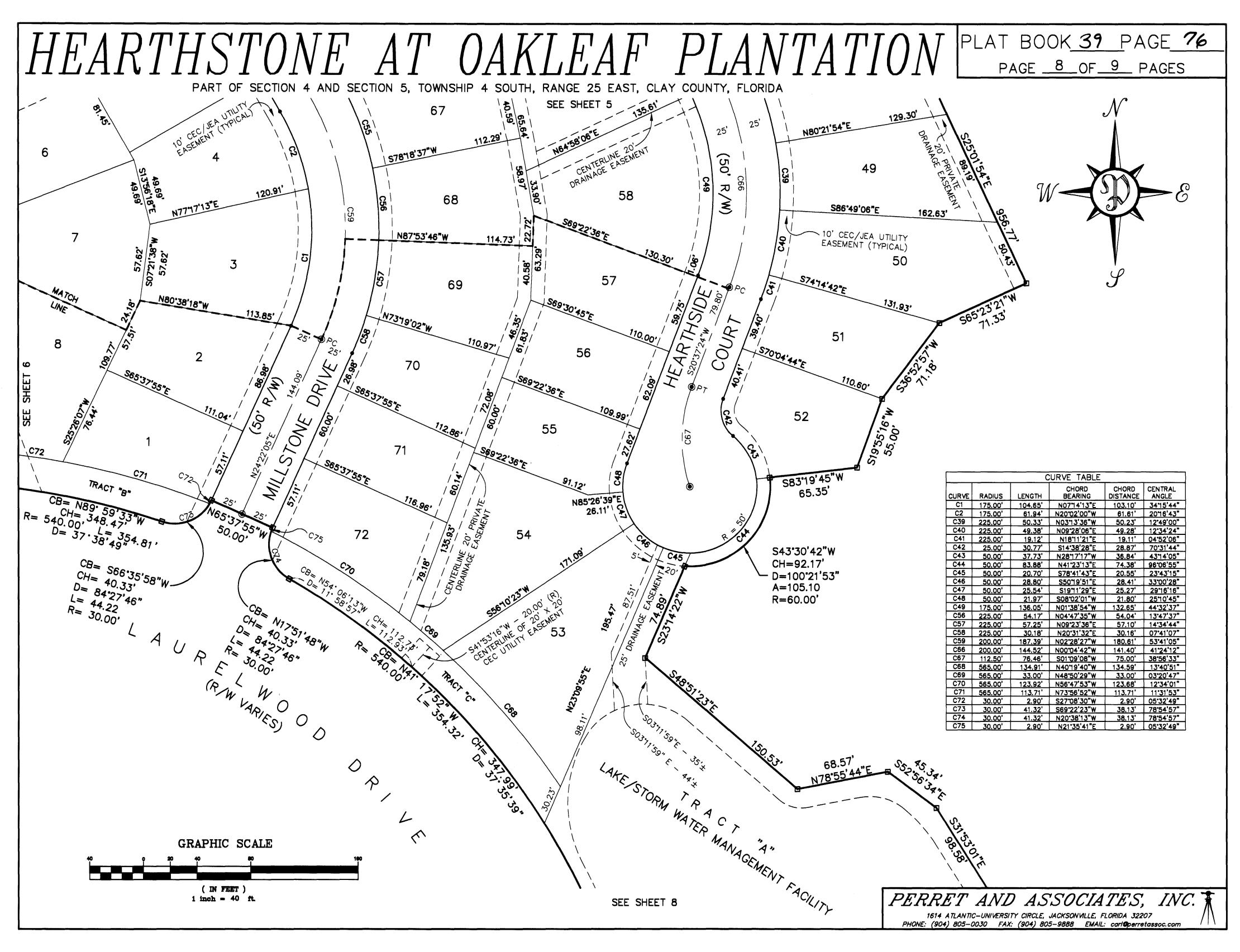
PLAT BOOK 39 PAGE 71 PAGE 3 OF 9 PAGES PART OF SECTION 4 AND SECTION 5, TOWNSHIP 4 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA POINT OF COMMENCEMENT NORTHEAST CORNER OF SECTION 5 S89'49'27"W 394.35' SHEET 4 POINT OF BEGINNING GRAPHIC SCALE ( IN FEET ) 1 inch = 150 ft. SHEET 6 SHEET 5 PROJECT S65'23'21"W - 71.33' N54°28'00"E - 25.00'(R) N1872'48"W CH=74.43' D=34'38'29" L=75.58 R=125.00' -S3<del>6'52'5</del>7"₩-- 71.18' <del>-519'5</del>5'16"W - 55.00' DUVAL COUNTY & \_S8319'45"W - 65.35' (R) N34'47'57"W CH=55.78' D=67'48'50" L=59.18 R=50.00' S43'30'42"W CH=92.17' \_S2374'22"W D=100°21'53" A=105.10 R=60.00' 74.89' -N78°55'44"E - 68.57' ~\$52°56'34"E - 45.34' VICINITY MAP SCALE 1'' = 2000' + /-SHEET 8 SHEET 7 40.47' N22°30'02"W S28'53'38"W - 79.41' `S01'34'22"E - 67.67' S17'45'00"E - 60.22" -S19'37'21"W - 32.05' \$24"43"19"W - 65.85" (R) SHEET 9 PERRET AND ASSOCIATES, INC. 1614 ATLANTIC-UNIVERSITY CIRCLE, JACKSONVILLE, FLORIDA 32207 PHONE: (904) 805-0030 FAX: (904) 805-9888 EMAIL: carl@perretassoc.com











### PLAT BOOK 39 PAGE 77 PAGE 9 OF 9 PAGES 4 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA 72 S43'30'42"W CH=92.17' D=100'21'53" A=105.10 R=60.00' RACT C. SO37/30 1/2 35; X LAKE/STORM WATER OF THE MANAGEMENT FACILITY (R/W VARIES) GRAPHIC SCALE ( IN FEET ) 1 inch = 40 ft. CURVE TABLE CHORD BEARING CHORD DISTANCE CENTRAL ANGLE CURVE RADIUS LENGTH C45 S78'41'43"E 20.55' 23'43'15" 50.00' 20.70' C46 S50'19'51"E 28.80' 28.41' 33°00'28" 50.00' C68 565.00' 134.94' N40'19'40"W 134.59 13'40'51" PERRET AND ASSOCIATES, INC.

1614 ATLANTIC-UNIVERSITY CIRCLE, JACKSONVILLE, FLORIDA 32207
PHONE: (904) 805-0030 FAX: (904) 805-9888 EMAIL: carl@perretassoc.com

## NT AT OAKLEAF PLANTATION

PLAT BOOK 40 PAGE\_1

OWNER

OAKLEAF PLANTATION, L'C

3020 HARTLEY ROAD

SUITE 100

JACKSONVILLE, FL 32257

PUBLIC UTILITIES SERVING THIS SUBDIVISION PROVIDED BY THE FOLLOWING:

PROPERTY DEPICTED ON THIS PLAT IS A PLANNED UNIT DEVELOPMENT (P.U.D.)

PAGE \_\_1\_OF\_\_11\_ PAGES Surveyor's AFFidavifTYPE 1 SUBDIVISION ~ ZONED "PUD"

OR

Pg

**SURVEYOR** 

PERRET AND ASSOCIATES, INC.

1614 ATLANTIC-UNIVERSITY CIRCLE

JACKSONVILLE, FL 32207

Surveyors Affidavit
OR 2149

PART OF SECTION 4 AND SECTION 5, T

**CAPTION:** 

A PARCEL OF LAND LYING IN AND BEING PART OF SECTION 4 AND SECTION 5, TOWNSHIP 4 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF DEERFIELD POINTE, AS RECORDED IN PLAT BOOK 22, PAGES 62, 63, 64 AND 65, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE, SOUTH 45 DEGREES 06 MINUTES 01 SECONDS WEST, 35.50 FEET; THENCE, SOUTH 78 DEGREES 30 MINUTES 20 SECONDS WEST, 67.72 FEET; THENCE, SOUTH 88 DEGREES 42 MINUTES 36 SECONDS WEST, 142.90 FEET; THENCE, NORTH 53 DEGREES 58 MINUTES 07 SECONDS WEST, 108.28 FEET; THENCE, NORTH 39 DEGREES 30 MINUTES 17 SECONDS WEST, 164.11 FEET; THENCE, NORTH 57 DEGREES 56 MINUTES 05 SECONDS WEST, 162.78 FEET; THENCE, NORTH 75 DEGREES 38 MINUTES 04 SECONDS WEST, 111.12 FEET; THENCE, SOUTH 62 DEGREES 45 MINUTES 26 SECONDS WEST, 130.04 FEET; THENCE, NORTH 80 DEGREES 28 MINUTES 53 SECONDS WEST, 298.20 FEET; THENCE, SOUTH 08 DEGREES 54 MINUTES 03 SECONDS WEST, 141.10 FEET; THENCE, SOUTH 02 DEGREES 56 MINUTES 36 SECONDS WEST, 239.06 FEET; THENCE, SOUTH 00 DEGREES 00 MINUTES 54 SECONDS WEST, 60.06 FEET; THENCE, SOUTH 03 DEGREES 32 MINUTES 15 SECONDS EAST, 59.21 FEET; THENCE, SOUTH 08 DEGREES 16 MINUTES 23 SECONDS EAST, 55.92 FEET; THENCE, SOUTH 15 DEGREES 58 MINUTES 09 SECONDS EAST, 55.39 FEET; THENCE, SOUTH 22 DEGREES 58 MINUTES 20 SECONDS EAST, 75.35 FEET; THENCE, SOUTH 65 DEGREES 31 MINUTES 13 SECONDS WEST, 180.10 FEET TO A POINT ON A CURVE AND THE NORTHERLY RIGHT-OF-WAY LINE OF LAURELWOOD DRIVE, A RIGHT-OF-WAY OF VARIED WIDTH; THENCE, ON SAID RIGHT-OF-WAY LINE, AROUND AND ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 93 DEGREES 35 MINUTES 33 SECONDS, AN ARC DISTANCE OF 49.00 FEET (SOUTH 22 DEGREES 19 MINUTES 00 SECONDS WEST, 43.74 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF TANGENCY; THENCE, CONTINUING ON SAID RIGHT-OF-WAY LINE, SOUTH 69 DEGREES OF MINUTES 46 SECONDS WEST, 529.45 FEET TO A POINT OF CURVATURE; THENCE, CONTINUING ON SAID RIGHT-OF-WAY LINE, AROUND AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 460.00 FEET AND A CENTRAL ANGLE OF 27 DEGREES 34 MINUTES 41 SECONDS, AN ARC DISTANCE OF 221.41 FEET (SOUTH 82 DEGREES 54 MINUTES 07 SECONDS WEST, 219.28 FEET, CHORD BEARING AND DISTANCE) TO A POINT ON SAID CURVE; THENCE, RADIAL TO SAID CURVE, NORTH 06 DEGREES 41 MINUTES 27 SECONDS EAST, 25.00 FEET TO A POINT ON A CURVE; THENCE, AROUND AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 435.00 FEET AND A CENTRAL ANGLE OF 09 DEGREES 41 MINUTES 05 SECONDS, AN ARC DISTANCE OF 73.53 FEET (SOUTH 88 DEGREES 09 MINUTES 05 SECONDS EAST, 73.44 FEET, CHORD BEARING AND DISTANCE) TO A POINT ON SAID CURVE; THENCE, NORTH 42 DEGREES 53 MINUTES 55 SECONDS EAST, 131.98 FEET; THENCE, NORTH 31 DEGREES 13 MINUTES 18 SECONDS WEST, 121.30 FEET; THENCE, NORTH 15 DEGREES 13 MINUTES 18
124.65 FEET; THENCE, NORTH 52 DEGREES 08 MINUTES 55 SECONDS EAST, 131.12 FEET;
THENCE, NORTH 73 DEGREES 45 MINUTES 06 SECONDS EAST, 125.66 FEET; THENCE,
NORTH 82 DEGREES 00 MINUTES 05 SECONDS EAST, 184.72 FEET; THENCE, NORTH 02
DEGREES 48 MINUTES 41 SECONDS EAST, 187.60 FEET; THENCE, NORTH 02 DEGREES 23
MINUTES 46 SECONDS EAST, 120.00 FEET; THENCE, NORTH 15 DEGREES 04 MINUTES 57
SECONDS WEST, 68.18 FEET; THENCE, SOUTH 78 DEGREES 35 MINUTES 48 SECONDS WEST, 122.26 FEET; THENCE, SOUTH 61 DEGREES 53 MINUTES 36 SECONDS WEST, 90.49 FEET; THENCE, SOUTH 38 DEGREES 36 MINUTES 16 SECONDS WEST, 170.91 FEET; THENCE, NORTH 54 DEGREES 30 MINUTES 54 SECONDS WEST, 246.03 FEET; THENCE, NORTH 69 DEGREES 22 MINUTES 25 SECONDS WEST, 61.80 FEET; THENCE, SOUTH 65 DEGREES 23 MINUTES 21 SECONDS WEST, 47.31 FEET; THENCE, NORTH 25 DEGREES 01 MINUTES 54 SECONDS WEST, 956.77 FEET; THENCE, SOUTH 77 DEGREES 00 MINUTES 27 SECONDS EAST, 212.96 FEET; THENCE, NORTH 84 DEGREES 31 MINUTES 14 SECONDS EAST, 85.24 FEET; THENCE, SOUTH 67 DEGREES 14 MINUTES 01 SECONDS EAST, 91.67 FEET; THENCE, SOUTH 42 DEGREES 08 MINUTES 49 SECONDS EAST, 162.42 FEET; THENCE, NORTH 83 DEGREES 06 MINUTES 29 SECONDS EAST, 380.37 FEET; THENCE, SOUTH 87 DEGREES 11 MINUTES 58 SECONDS EAST, 444.67 FEET; THENCE, NORTH 43 DEGREES 39 MINUTES 56 SECONDS EAST, 89.17 FEET; THENCE, NORTH 39 DEGREES 18 MINUTES 06 SECONDS EAST, 53.59 FEET; THENCE, NORTH 08 DEGREES 52 MINUTES 04 SECONDS EAST, 42.85 FEET; THENCE, NORTH 25 DEGREES 03 MINUTES 51 SECONDS WEST, 54.76 FEET; THENCE, NORTH 38 DEGREES 55 MINUTES 34 SECONDS WEST, 76.86 FEET; THENCE, NORTH 68 DEGREES 41 MINUTES 07 SECONDS EAST, 53.65 FEET; THENCE, SOUTH 84 DEGREES 10 MINUTES 55 SECONDS EAST, 97.83 FEET; THENCE, SOUTH 67 DEGREES 00 MINUTES 52 SECONDS EAST, 104.04 FEET; THENCE, NORTH 82 DEGREES 25 MINUTES 25 SECONDS EAST, 107.85 FEET; THENCE, SOUTH 72 DEGREES 11 MINUTES 51 SECONDS EAST, 120.06 FEET; THENCE, SOUTH 76 DEGREES 42 MINUTES 57 SECONDS EAST, 124.18 FEET; THENCE, SOUTH 77 DEGREES 02 MINUTES 37 SECONDS EAST, 130.49 FEET; THENCE, SOUTH 31 DEGREES 31 MINUTES 18 SECONDS EAST, 45.14 FEET; THENCE, SOUTH 58 DEGREES 22 MINUTES 40 SECONDS EAST, 97.96 FEET; THENCE, SOUTH 68 DEGREES 22 MINUTES 40 SECONDS EAST, 97.96 FEET; THENCE, SOUTH 68 DEGREES 22 MINUTES 40 SECONDS EAST, 97.96 FEET; THENCE THENCE, SOUTH 68 DEGREES 40 MINUTES 12 SECONDS EAST, 125.30 FEET; THENCE, SOUTH 76 DEGREES 33 MINUTES 02 SECONDS EAST, 77.57 FEET; THENCE, NORTH 57 DEGREES 19 MINUTES 31 SECONDS EAST, 39.91 FEET; THENCE, NORTH 81 DEGREES 03 MINUTES 24 SECONDS EAST, 28.81 FEET; THENCE, SOUTH 00 DEGREES 15 MINUTES 13 SECONDS WEST, 59.69 FEET; THENCE, SOUTH 29 DEGREES 25 MINUTES 47 SECONDS EAST, 33.77 FEET TO THE WEST LINE OF SAID DEERFIELD POINTE; THENCE, SOUTH OO 20 MINUTES 13 SECONDS WEST, 673.06 FEET TO THE POINT OF BEGINNING. CONTAINING 45.40 ACRES, MORE OR LESS.

	IOIV
TOWNSHIP 4 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA	surveyor ORBK-
COUNTY DEPARTMENT OF ENGINEERING APPROVAL :  APPROVED THIS	pg-o
DIRECTOR, DEPARTMENT OF ENGINEERING	veyor's affidauit 2267 pg 74
COUNTY DEPARTMENT OF PLANNING APPROVAL:  APPROVED THIS 2/51 DAY OF November, A.D. 2002	ENGLAI 14775 S JACKS
That line	UTILITY NOTES:
DIRECTOR, DEPARTMENT OF PLANNING	PUBLIC UTILITIES
	WATER AND
	ELECTRIC -
COUNTY DEPARTMENT OF ZONING APPROVAL :  APPROVED THIS 22002 DAY OF NOVEMBER . A.D. 2002	TELEPHONE
Band O.	ZONING NOTE:
DIRECTOR, DEPARTMENT OF ZONING	PROPERTY DEPIC
	TOTAL NUM
00111177 001414001011500 05071510475	MINIMUM L
COUNTY COMMISSIONERS CERTIFICATE:  APPROVED THIS 12+L DAY OF NOVEMBER , A.D. 2002, BY THE BOAF	MINIMUM L
OF COUNTY COMMISSIONERS, CLAY COUNTY, FLORIDA	MINIMUM F
CHAIRMAN CLERK OF THE BOARD	MINIMUM S
	MINIMUM S
	MINIMUM R
	MAXIMUM I
CLEBU'S CERTIFICATE .	

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 40, PAGES 1 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATE OF REVIEW :

THE UNDERSIGNED SURVEYOR HEREBY CERTIFIES THAT HE/SHE HAS BEEN RETAINED BY CLAY COUNTY TO REVIEW THIS PLAT ON BEHALF OF CLAY COUNTY, FLORIDA, IN ACCORDANCE 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 THE OPT DAY OF OCTOBER , A.D., 2002

SEAL

B. L. PITTMAN PRINT NAME

LS-4827 FLORIDA REGISTRATION NUMBER

90 RIVER ROAD ORANGE PARK, FL 32073

SURVEYOR'S CERTIFICATE :

OR BK- 2187

Pg-0511

**ENGINEER** 

ENGLAND-THIMS & MILLER

14775 ST. AUGUSTINE ROAD

JACKSONVILLE, FL 32258

WATER AND SANITARY SEWER - JEA

TELEPHONE - BELL SOUTH

TOTAL NUMBER OF LOTS: 148

MINIMUM LOT WIDTH: 60-FEET

MINIMUM SIDE SETBACK: 5-FEET

MINIMUM REAR SETBACK: 10-FEET

MAXIMUM HEIGHT: 35-FEET

MINIMUM FRONT SETBACK: 20-FEET

MINIMUM LOT AREA: 4,000 SQUARE FEET

MINIMUM SIDE STREET SETBACK: 20-FEET

ELECTRIC - CLAY ELECTRIC CO-OPERATIVE, INC.

THIS IS TO CERTIFY THAT THE ABOVE PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, PLATTED AND DESCRIBED ABOVE; THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THE SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF FLORIDA STATUTES, CHAPTER 177; AND THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN SET AND PERMANENT CONTROL POINTS WILL BE SET IN ACCORDANCE WITH 177.091, FLORIDA STATUTES AND ALL LOT CORNERS WILL BE MONUMENTED IN ACCORDANCE WITH CHAPTER 61G17-6.0031(2)1, FLORIDA ADMINISTRATIVE CODE.

DAY OF OCTOBER

CARL S. COURSON, P.L.S. FLORIDA CERTIFICATE No. LS-3129 PERRET and ASSOCIATES, INC. FLORIDA CERTIFICATE No. LB-6715

PERRET AND ASSOCIATES,

1614 ATLANTIC-UNIVERSITY CIRCLE, JACKSONVILLE, FLORIDA 32207 PHONE: (974) 805-0030 FAX: (904) 805-9888 EMAIL: carl@perretassoc.com