# MILL AT OAKLEAF PLANTATION PLAT BOOK 39 PAGE 62 OF 8 PAGES

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 HIGHLAND MILL 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. Milistone Drive, Millpond Court, Highland Mill Lane Lonfmill Lane, shown hereon, hereinafter the "Streets", are hereby irrevocably dedicated to Clay County, its successors and assigns, and all unobstructed drainage easements shown on this plat are hereby irrevocably irrevocably dedicated to Clay County, its successors and assigns, and are subject to the following covenants which shall run with the lands.

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 or 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 equatic 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, soli, 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 as hereinafter provided, and shall also run with the 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 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 assignment 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 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 the Easement, as evidenced by the adoption of a formal resolution by the governing body of Clay County, its successor 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 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, obligations and liabilities thereinafter 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 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 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 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 same may be related directly to the activities and uses authorized in connection therewith, the Dedicator, its 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

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

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 to be affixed hereto.

OAKLEAF PLANTATION, LLC, a Florida limited liability company

Silvane C. Car WITNESS ELINONE C. COX PRINT NAME

Gomez

## **GENERAL NOTES:**

- BEARINGS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, FLORIDA EAST ZONE
- PROPERTY LIES WITHIN FLOOD ZONE "X" AND "A" AS SCALED FROM FEMA FLOOD INSURANCE RATE MAP PANEL 120064 0045 D, DATED 11/4/92
- 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.
- (4) THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT 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.
- (6) 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

#### **ACKNOWLEDGMENT:**

STATE OF FLORIDA: COUNTY OF CLAY:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of Months \_\_\_\_\_ day of 2002, by Erik H. Wilson, Vice President, OakLeaf Plantation, LLC, a Florida limited liability company, on behalf of said company. He is personally known to me and no oath was

By: Colinore C. Car ELINORE Q. COX

ELINORE C. COX Notary Public, State of Florida My comm. exp. Nov. 15, 2005 Comm. No. DD 068028

## 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
- DENOTES POINT OF CURVATURE
- DENOTES POINT OF TANGENCY DENOTES POINT OF REVERSE CURVE
- DENOTES POINT OF COMPOUND CURVE
- **DENOTES RADIUS**
- DENOTES CENTRAL ANGLE
- DENOTES ARC LENGTH
- DENOTES CHORD BEARING
- DENOTES CHORD LENGTH
- 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, and owner and holder of a certain second mortgage and security agreement recorded in Official Records Book 2068, page 1576, of said public records, does as mortgagee, hereby consent to this plat and join in the foregoing dedication.

WACHOVIA BANK, NATIONAL ASSOCIATION

ISAN BEAUGRAND, VICE PRESIDENT

### **ACKNOWLEDGMENT:**

STATE OF FLORIDA COUNTY OF CLAY DUVA -

The foregoing instrument was acknowledged before me this 7th day of November, 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.

PERRET AND ASSOCIATES,

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











