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

PLAT BOOK 40 PAGE 51

PAGE <u>1</u> OF <u>8</u> PAGES

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, ALSO BEING THE NORTHWEST CORNER OF SAID SECTION 4; THENCE, ON THE EAST LINE OF SAID SECTION 5, SOUTH 00 DEGREES 12 MINUTES 19 SECONDS EAST, 2442.31 FEET TO THE POINT OF BEGINNING; THENCE, NORTH 65 DEGREES 07 MINUTES 52 SECONDS EAST, 114.48 FEET; THENCE, NORTH 87 DEGREES 36 MINUTES 07 SECONDS EAST, 424.42 FEET; THENCE, SOUTH 00 DEGREES 40 MINUTES 20 SECONDS EAST, 5.50 FEET; THENCE, SOUTH 89 DEGREES 46 MINUTES 40 SECONDS EAST, 101.38 FEET; THENCE, NORTH 02 DEGREES 55 MINUTES 54 SECONDS EAST, 21.16 FEET; THENCE, NORTH 47 DEGREES 05 MINUTES 36 SECONDS EAST, 43.06 FEET; THENCE, SOUTH 02 DEGREES 55 MINUTES 54 SECONDS WEST, 50.63 FEET; THENCE, SOUTH 83 DEGREES 53 MINUTES 19 SECONDS EAST, 48.26 FEET; THENCE, SOUTH 83 DEGREES 30 MINUTES 46 SECONDS EAST, 258.73 FEET; THENCE, SOUTH 80 DEGREES 46 MINUTES 47 SECONDS EAST, 74.37 FEET; THENCE, NORTH 53 DEGREES 54 MINUTES 48 SECONDS EAST, 28.37 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF WAKEMONT 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 LEFT, HAVING A RADIUS OF 275.00 FEET AND A CENTRAL ANGLE OF 08 DEGREES 32 MINUTES 32 SECONDS, AN ARC DISTANCE OF 41.00 FEET (SOUTH 40 DEGREES 21 MINUTES 30 SECONDS EAST, 40.96 FEET CHORD BEARING AND DISTANCE) TO A POINT OF TANGENCY; THENCE, CONTINUING ON SAID RIGHT-OF-WAY LINE, SOUTH 44 DEGREES 37 MINUTES 46 SECONDS EAST, 96.76 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 225.00 FEET AND A CENTRAL ANGLE OF 37 DEGREES 24 MINUTES 30 SECONDS, AN ARC DISTANCE OF 146.90 FEET (SOUTH 25 DEGREES 55 MINUTES 31 SECONDS EAST, 144.31 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF TANGENCY; THENCE, CONTINUING ON SAID RIGHT-OF-WAY LINE, SOUTH 07 DEGREES 13 MINUTES 16 SECONDS EAST, 310.65 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 50.00 FEET AND A CENTRAL ANGLE OF 59 DEGREES 03 MINUTES 01 SECONDS, AN ARC DISTANCE OF 51.53 FEET (SOUTH 22 DEGREES 18 MINUTES 14 SECONDS WEST, 49.28 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 43 DEGREES 13 MINUTES 34 SECONDS, AN ARC DISTANCE OF 94.30 FEET (SOUTH 30 DEGREES 12 MINUTES 58 SECONDS WEST, 92.08 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 50.00 FEET AND A CENTRAL ANGLE OF 59 DEGREES 03 MINUTES 01 SECONDS, AN ARC DISTANCE OF 51.53 FEET (SOUTH 38 DEGREES 07 MINUTES 41 SECONDS WEST, 49.28 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF TANGENCY AND THE NORTHERLY RIGHT-OF-WAY LINE OF OAKSIDE DRIVE, A RIGHT-OF-WAY OF VARIED WIDTH; THENCE, ON SAID NORTHERLY RIGHT-OF-WAY LINE, SOUTH 67 DEGREES 39 MINUTES 12 SECONDS WEST, 142.57 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 23 DEGREES 30 MINUTES 18 SECONDS, AN ARC DISTANCE OF 188.71 FEET (SOUTH 79 DEGREES 24 MINUTES 21 SECONDS WEST, 187.39 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF TANGENCY; THENCE, CONTINUING ON SAID RIGHT-OF-WAY LINE, NORTH 88 DEGREES 50 MINUTES 30 SECONDS WEST, 270.62 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 21 DEGREES 01 MINUTES 50 SECONDS, AN ARC DISTANCE OF 168.85 FEET (NORTH 78 DEGREES 19 MINUTES 35 SECONDS WEST, 167.90 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF TANGENCY; THENCE, CONTINUING ON SAID RIGHT-OF-WAY LINE, NORTH 67 DEGREES 48 MINUTES 40 SECONDS WEST, 90.49 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 995.00 FEET AND A CENTRAL ANGLE OF 08 DEGREES 44 MINUTES 57 SECONDS, AN ARC DISTANCE OF 151.94 FEET (NORTH 63 DEGREES 26 MINUTES 11 SECONDS WEST, 151.79 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF TANGENCY; THENCE, CONTINUING ON SAID RIGHT-OF-WAY LINE, NORTH 59 DEGREES 03 MINUTES 43 SECONDS WEST, 13.52 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 30.00 FEET AND A CENTRAL ANGLE OF 64 DEGREES 52 MINUTES 20 SECONDS, AN ARC DISTANCE OF 33.97 FEET (NORTH 26 DEGREES 37 MINUTES 32 SECONDS WEST, 32.18 FEET, CHORD BEARING AND DISTANCE) TO A POINT ON SAID CURVE; THENCE, CONTINUING ON SAID RIGHT-OF-WAY LINE, NORTH 56 DEGREES 49 MINUTES 06 SECONDS WEST, 56.30 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 97 DEGREES 46 MINUTES 44 SECONDS, AN ARC DISTANCE OF 51.20 FEET (SOUTH 54 DEGREES 42 MINUTES 00 SECONDS WEST, 45.21 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF TANGENCY; THENCE, CONTINUING ON SAID RIGHT-OF-WAY LINE, NORTH 76 DEGREES 24 MINUTES 38 SECONDS WEST, 346.71 FEET; THENCE, CONTINUING ON SAID RIGHT-OF-WAY LINE, SOUTH 13 DEGREES 35 MINUTES 22 SECONDS WEST, 15.00 FEET TO A POINT ON A 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 30 DEGREES 29 MINUTES 41 SECONDS, AN ARC DISTANCE OF 287.41 FEET (SOUTH 88 DEGREES 20 MINUTES 32 SECONDS WEST, 284.03 FEET, CHORD BEARING AND DISTANCE) TO A POINT ON SAID CURVE; THENCE, NORTH 39 DEGREES 15 MINUTES 38 SECONDS WEST, 165.38 FEET; THENCE, NORTH 50 DEGREES 44 MINUTES 22 SECONDS EAST, 50.00 FEET TO A POINT ON A CURVE; THENCE, AROUND AND ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 51 DEGREES 12 MINUTES 07 SECONDS, AN ARC DISTANCE OF 44.68 FEET (NORTH 64 DEGREES 48 MINUTES 13 SECONDS EAST, 43.21 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF REVERSE CURVE; THENCE, AROUND AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 185.00 FEET AND A CENTRAL ANGLE OF 106 DEGREES 38 MINUTES 54 SECONDS, AN ARC DISTANCE OF 344.35 FEET (NORTH 37 DEGREES 04 MINUTES 49 SECONDS EAST, 296.75 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF REVERSE CURVE; THENCE, AROUND AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 112 DEGREES 36 MINUTES 28 SECONDS, AN ARC DISTANCE OF 49.13 FEET (NORTH 40 DEGREES 03 MINUTES 36 SECONDS EAST, 41.60 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF TANGENCY; THENCE, SOUTH 83 DEGREES 38 MINUTES 10 SECONDS EAST, 60.40 FEET; THENCE, NORTH 09 DEGREES 35 MINUTES 04 SECONDS EAST, 14.70 FEET; THENCE, SOUTH 80 DEGREES 24 MINUTES 56 SECONDS EAST, 119.67 FEET; THENCE, NORTH 65 DEGREES 07 MINUTES 52 SECONDS EAST, 202.59 FEET TO THE POINT OF BEGINNING. CONTAINING 25.71 ACRES, MORE OR

#### 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 17th DAY OF OFTONER, A.D., 2005

B. L. Fitterson SIGNATURE

B. L. PITTMAN
FLORIDA CERT. No. LS-4827
90 RIVER ROAD
ORANGE PARK, FL 32073

### COUNTY DEPARTMENT OF PLANNING APPROVAL :

APPROVED THIS 9th DAY OF December, A.D. 2002

DIRECTOR, DEPARTMENT OF PLANNING

COUNTY DEPARTMENT OF ZONING APPROVAL :

APPROVED THIS 2 nd DAY OF December . A.D. 2002

DIRECTOR, DEPARTMENT OF ZONING

COUNTY COMMISSIONERS CERTIFICATE :

OF COUNTY COMMISSIONERS, CLAY COUNTY, FLORIDA

CHAIRMAN CHAIRMAN

CLERK OF THE BOARD

### CLERK'S CERTIFICATE :

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 5/ Hore 58 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.

THIS 18th DAY OF December, A.D., 2002

CHERK OF THE CIRCUIT COURT

COUNTY DEPARTMENT OF ENGINEERING APPROVAL :

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_, A.D. 2002

Clark

DIRECTOR, DEPARTMENT OF ENGINEERING

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 - CLAY COUNTY UTILITY AUTHORITY (CCUA)

ELECTRIC - CLAY ELECTRIC CO-OPERATIVE, INC.

TELEPHONE - BELL SOUTH

**ZONING NOTE:** 

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

TOTAL NUMBER OF LOTS: 111

MINIMUM LOT AREA: 4,000 SQUARE FEET

MINIMUM LOT WIDTH: 50-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 "HA" PERMANENT REFERENCE MONUMENTS HAVE BEEN SET AND PERMANENT CONTROL POINTS WILL BE SET IN ACCORDANCE WITH 177.091, FLORIDA STATUTES AND ALL LO! CORNARS WILL BE MONUMENTED IN ACCORDANCE WITH CHAPTER 61G17-6.0031(2)1, FLORIDA ADMINISTRATIVE CODE.

CERTIFIED THIS 17th DAY OF OCTOBER, A.D., 2002

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



PERRET AND ASSOCIATES," INC

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

## LITCHFIELD AT OAKLEAF PLANTATION PLAT BOOK 40 PAGE 52

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 LITCHFIELD 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. Bellshire Drive, Litchfield Drive, Southland Lane and Longcrest 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 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 areas depicted on this plat as Tract "A" and Tract "D" hereinafter the "Tracts". The Dedicator, on behalf of itself, its successors and assigns, hereby covenants and agrees in favor of Clay County, Florida, that the Tracts 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 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 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 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 Tracts 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, Fiorida, 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 the fee simple title to the Tract wherein such storm water management facilities have been constructed, then 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 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 Tracts, 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 Tracts 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 Tracts, 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 Tracts, including but not limited to fences, hedges, fountains or bulkheads.

Tracts "B" and "C" 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 be signed by its Vice President on the date shown below and has caused its official 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
- 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.
- 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.
- 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 CCUA, 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. CCUA SHALL USE. OCCUPY. AND LOCATE FACILITIES IN THESE JOINT USE AREAS SO AS TO REASONABLY ACCOMMODATE CLAY ELECTRIC COOPERATIVE. INC.'S FACILITIES.
- WHERE A CCUA EASEMENT CROSSES AND EASEMENT OR RIGHT-OF-WAY GRANTED TO CLAY ELECTRIC COOPERATIVE, INC., CCUA 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 CCUA'S FACILITIES.
- ALL EASEMENTS, FOR THE WATER AND SEWER SYSTEMS, MARKED CCUA AND SHOWN ON PLAT. ARE HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATED TO CLAY COUNTY UTILITY AUTHORITY, 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 APPROVAL'S 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

### **ACKNOWLEDGMENT:**

STATE OF FLORIDA: COUNTY OF CLAY:

The foregoing instrument was acknowledged before me this \_// day of November, 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

KATHLEEN K. WILLIS Notary Public, State of Florida My comm. exp. July 14, 2006 Comm. No. DD 111788

#### **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
- 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
- PCC DENOTES POINT OF COMPOUND CURVE
- DENOTES RADIUS
- 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: JUVAN BEAUGRAND, VICE PRESIDENT

ELINORE PRINT NAME

#### **ACKNOWLEDGMENT:**

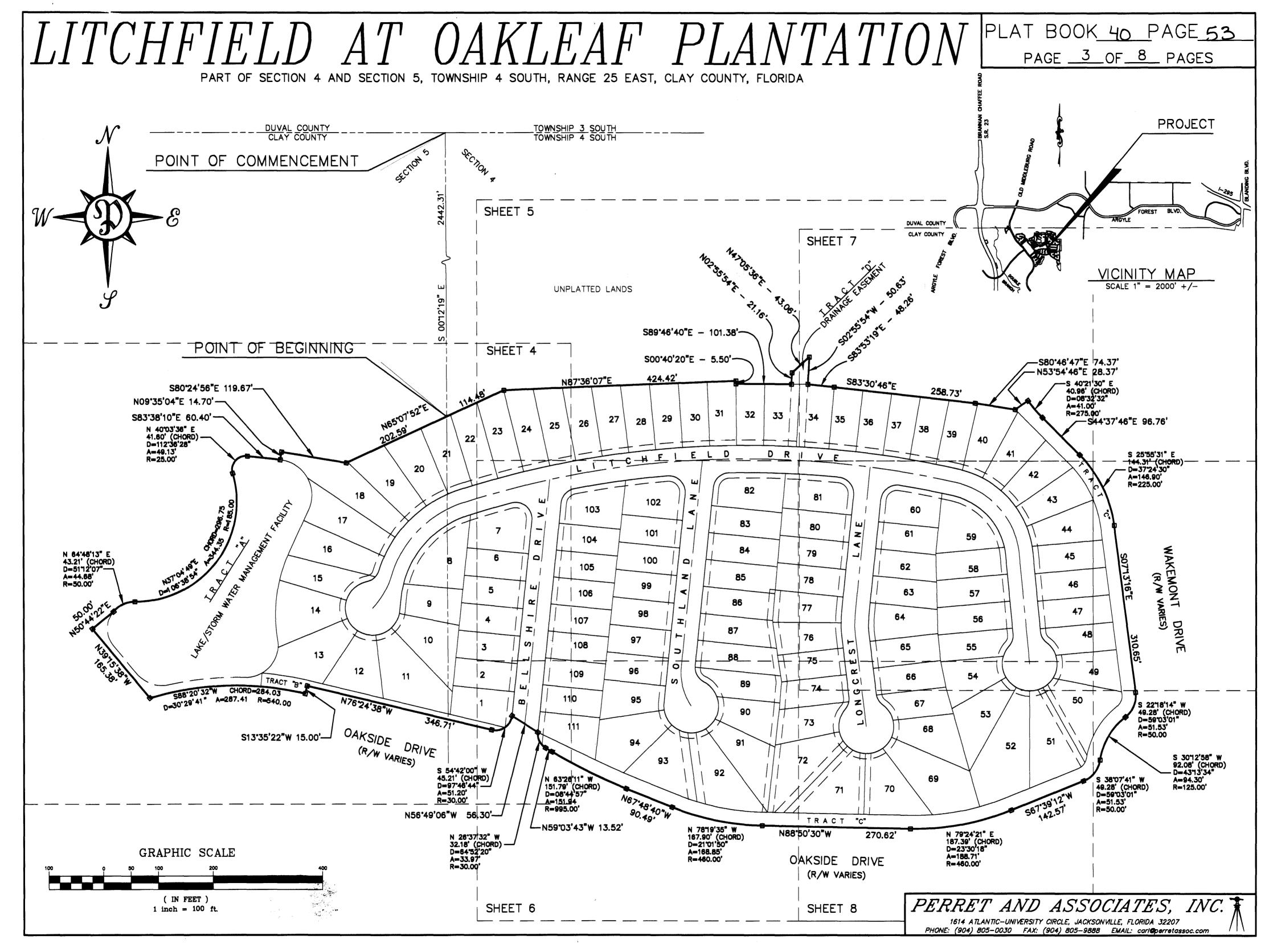
STATE OF FLORIDA COUNTY OF CLAY

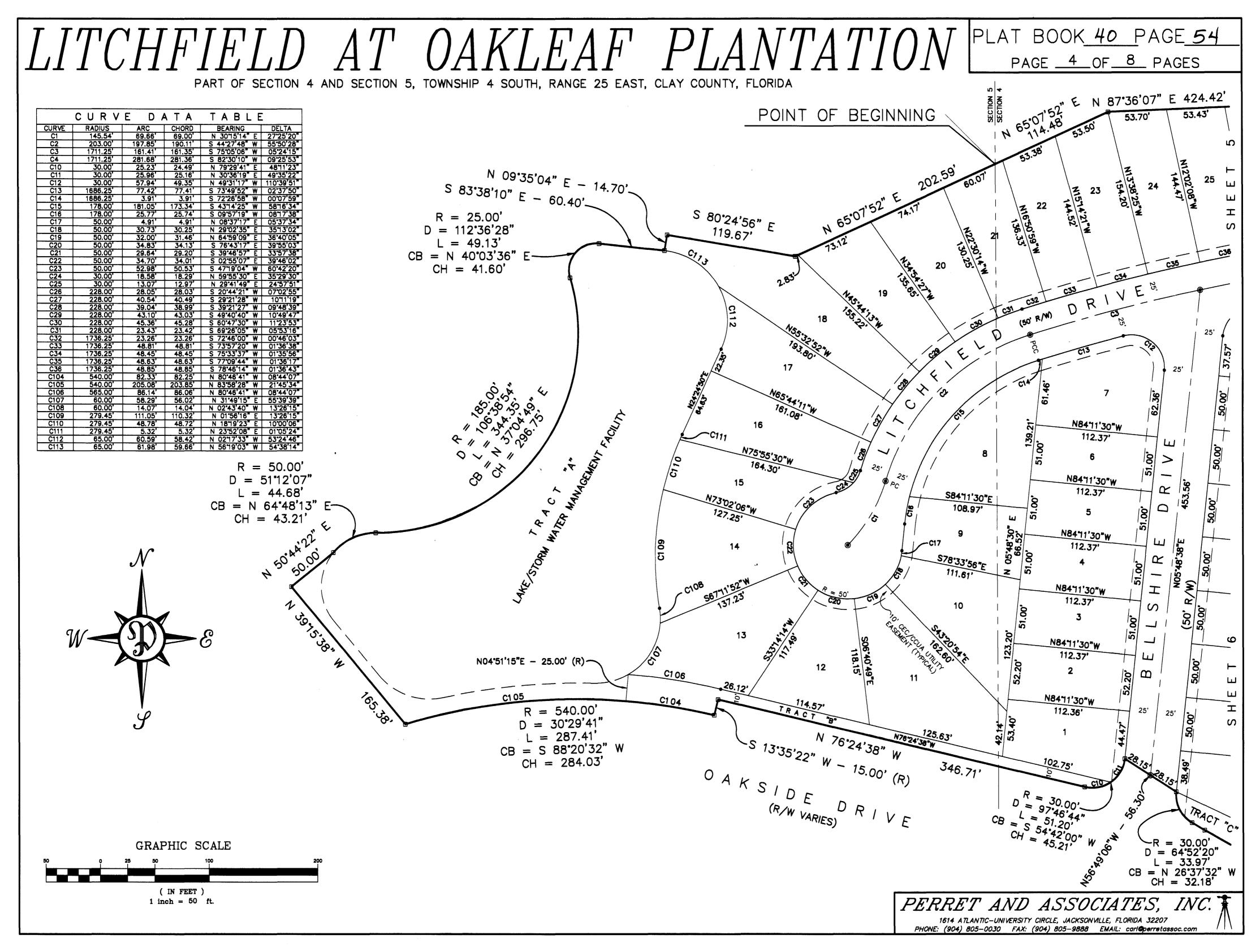
of said corporation. She is personally known to me and no oath was taken.

ELINORE C. COX
Notary Public, State of Florida
My comm. exp. Nov. 15, 2005

PERRET AND ASSOCIATES, INC.

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

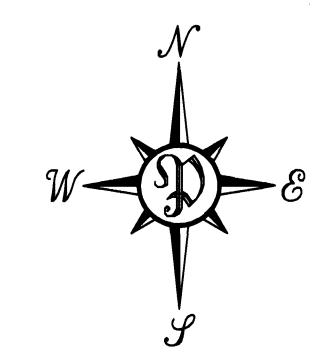


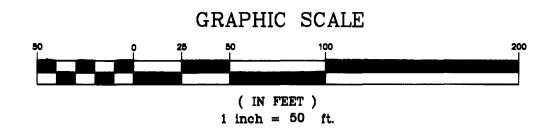


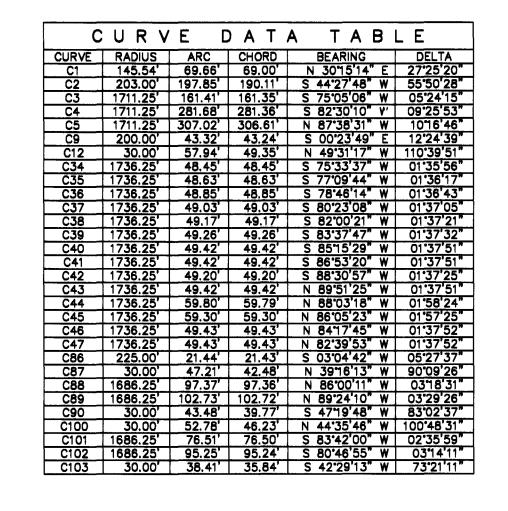
PLAT BOOK 40 PAGE 55

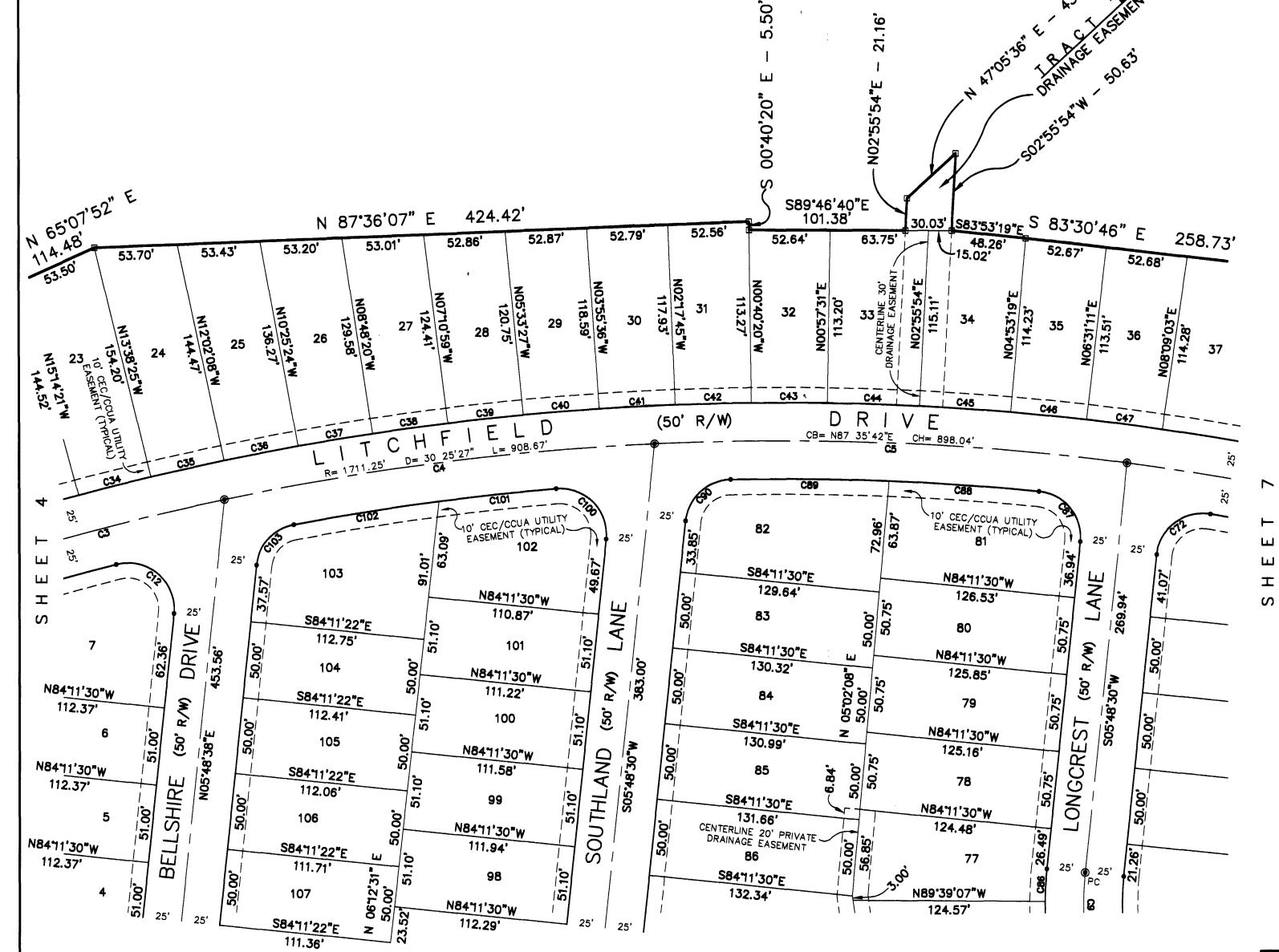
PAGE 5 OF 8 PAGES

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









SHEET 6

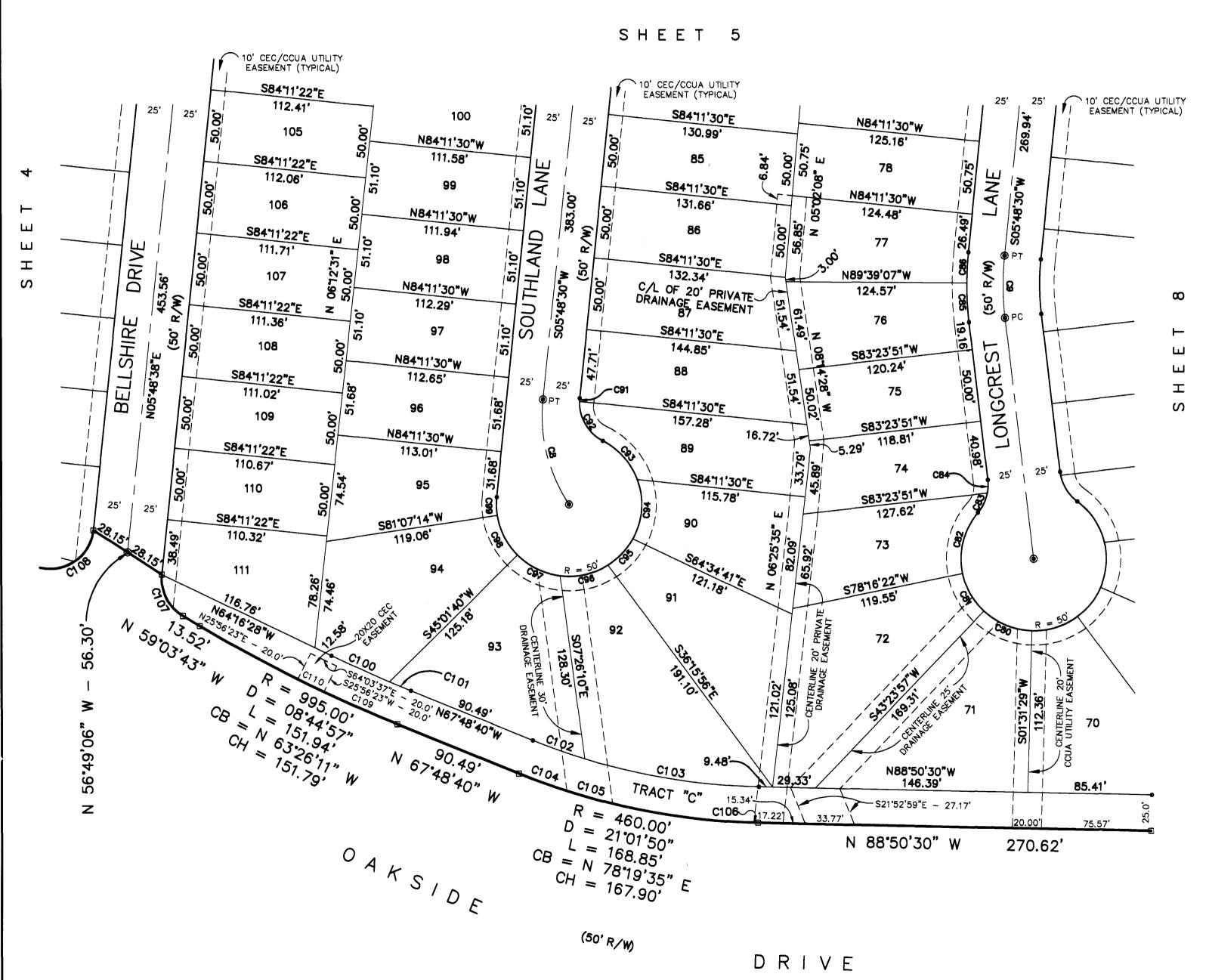
PERRET AND ASSOCIATES, INC.

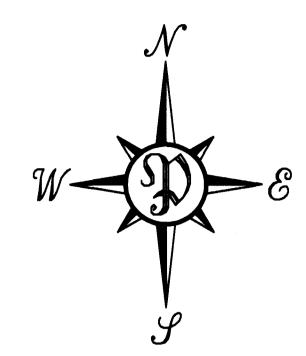
1614 ATLANTIC-UNIVERSITY CIRCLE, JACKSONVILLE, FLORIDA 32207
PHONE: (904) 805-0030 FAX: (904) 805-9888 EMAIL: carl@perretassoc.com

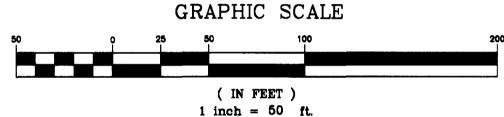
PLAT BOOK 40 PAGE 56

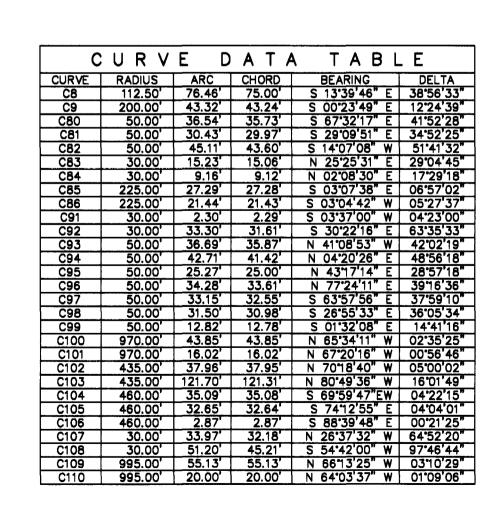
PAGE 6 OF 8 PAGES

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





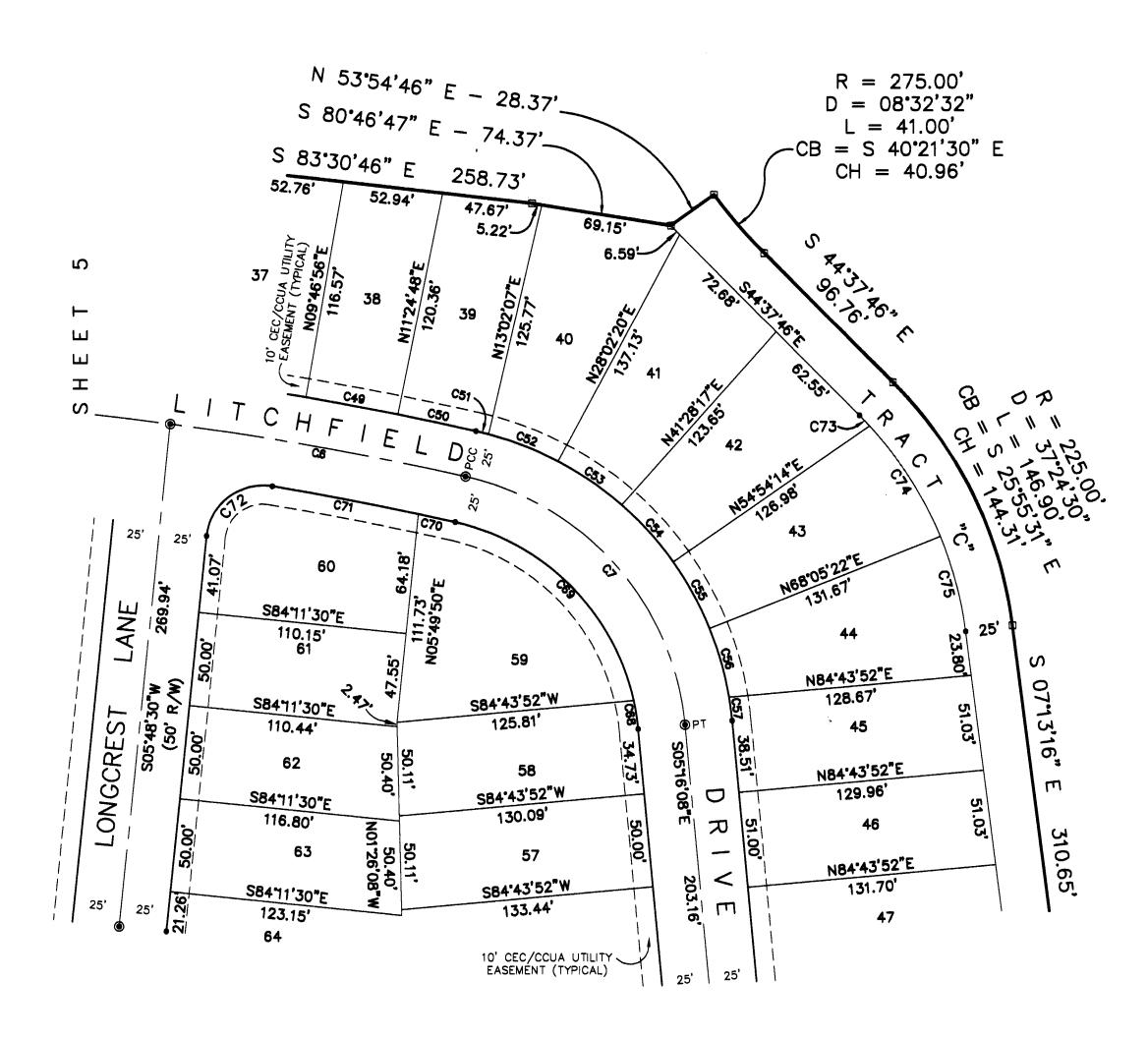


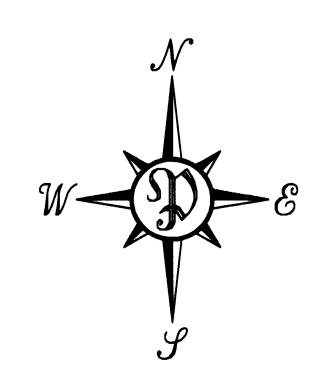


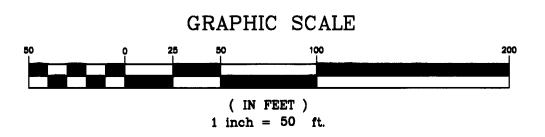
PLAT BOOK 40 PAGE 57

PAGE 7 OF 8 PAGES

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







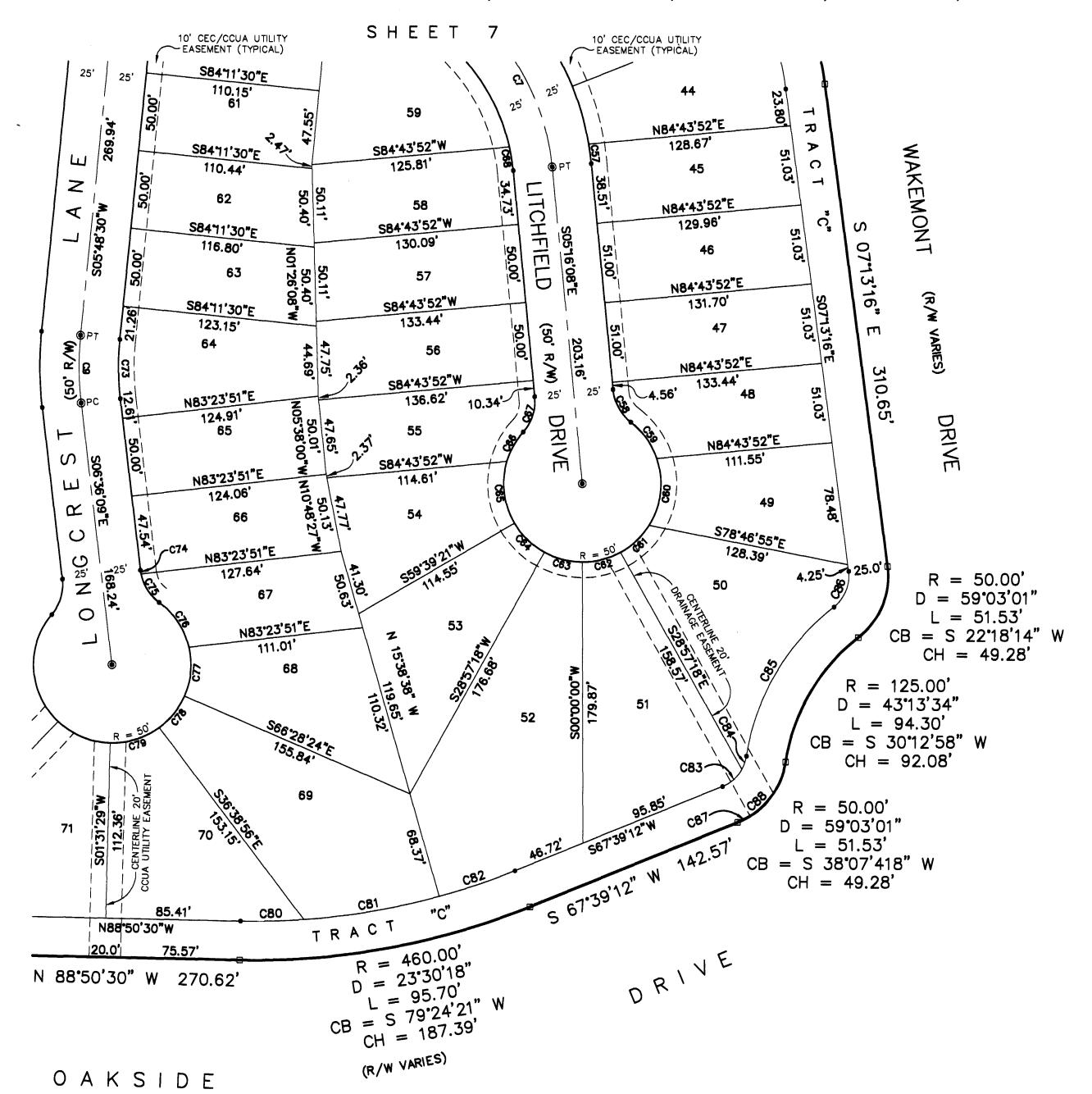
(	CURV	E D	АТА	TABL	E
CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
C6	1711.25'	158.57'	158.51	N 79*50'51" W	05"8'33"
C7	150.00'	188.30'	176.18'	N 41"3'51" W	71*55'27"
C49	1736.25'	49.43'	49.43'	N 79'24'08" W	01'37'52"
C50	1736.25'	42.23'	42.23'	N 77'53'24" W	01'23'37"
C51	175.00'	6.92'	6.92'	N 76'03'39" W	021552"
C52	175.00'	39.61'	39.52	N 68°26'41" W	12*58'03"
C53	175.00'	41.03'	40.93'	N 5544'42" W	13'25'57"
C54	175.00'	41.03'	40.93'	N 41'48'45" W	13°25'57"
C55	175.00'	40.27'	40.18	N 28'30'12" W	13"11'09"
C56	175.00'	38.33'	38.25'	N 15'38'10" W	12'32'54"
C57	175.00'	12.50'	12.50'	N 0718'55" W	04*05'35"
C68	125.00'	15.31	15.30'	N 08'46'39" W	07'01'02"
C69	125.00'	141.60'	134.15	N 44'44'23" W	64*54'25"
C70	1686.25'	19.97'	19.97'	N 77°31'56" W	00'40'42"
C71	1686.25'	78.57'	78.56'	N 7912'23" W	02'40'11"
C72	30.00'	49.04'	43.76'	S 52°38'01" W	93'39'02"
C73	200.00'	7.77'	7.77'	S 43°30'57" E	0213'38"
C74	200.00'	70.40'	70.04	S 3219'06" E	2010'14"
C75	200.00'	52.41	52.26	S 14'43'04" E	15'00'48"

SHEET 8

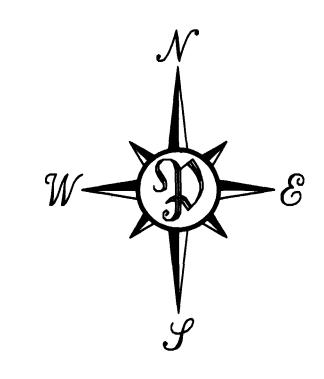
PLAT BOOK 40 PAGE 58

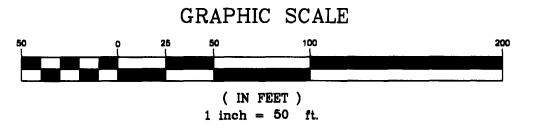
PAGE 8 OF 8 PAGES

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



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	CURV	'E D	ATA	TABL	E
CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
Ç7	150.00	188.30	176.18'	N 41"3'51" W	71'55'2
C9	200.00'	43.32'	43.24'	S 00°23'49" E	12'24'3
C57	175.00'	12.50	12.50'	N 0718'55" W	04'05'3
C58	30.00'	24.38	23.72'	S 28'33'09" E	46'34'0
C59	50.00'	28.87'	28.47'	N 3517'34" W	33'05'1
C60	50.00'	44.37'	42.92'	N 06'40'13" E	50'50'2
C61	50.00'	25.27'	25.00'	N 46'34'03" E	28'57'1
C62	50.00'	25.27'	25.00'	N 75°31'21" E	28'57'1
C63	50.00'	25.27'	25.00'	S 75'31'21" E	28'57'1
C64	50.00'	26.79'	26.47'	S 45°41'41" E	30'42'0
C65	50.00'	40.76	39.64'	S 06'59'18" E	46'42'4
C66	50.00'	21.76'	21.59'	S 28'49'59" W	24'55'5
Č67	30.00'	24.38	23.72'	N 18'00'54" E	46'34'0
C68	125.00'	15.31	15.30'	N 08'46'39" W	07'01'0
C73	175.00'	37.91	37.83'	S 00°23'49" E	12'24'3
C74	30.00'	2.47'	2.47'	S 08'57'28" E	04'42'3
C75	30.00'	21.92'	21.43'	S 3214'30" E	41'51'2
C76	50.00'	34.99'	34.28'	N 33°07'10" W	40°06'0
C77	50.00'	31.94	· 31.40'	N 0513'44" E	36'35'4
C78	50.00'	26.03	25.73'	N 38°26'20" E	29'49'2
C79	50.00'	33.31	32.70'	N 72'26'17" E	3810'2
C80	435.00'	40.21	40.20'	S 88'30'36" W	0517'4
C81	435.00'	87.35	87.20'	S 80°06'32" W	11'30'1
C82	435.00'	50.89	50.86'	S 71°00'17" W	06'42'1
C83	25.00'	16.78	16.47'	S 48'25'21" W	38'27'4
C84	25.00'	8.98'	8.94'	S 18'53'50" W	20'35'1
C85	150.00'	113.17'	110.50'	S 3012'58" W	43133
C86	25.00'	25.77'	24.64	S 2218'14" W	59"13"0
C87	50.00'	8.96'	8.95'	S 62°31'05" W	10'16'1
C88	50.00'	20.92'	20.77'	S 45°23'43" W	23'58'3