WATERMILL UNIT TWO

Being a portion of Section 33, Township 3 South, Range 25 East, City of Jacksonville, Duval County, Florida.

CAPTION

A portion of the Southwest 1/4 and the Northwest 1/4 of Section 33, Township 3 South, Range 25 East, Duval County, Florida, being more particularly described as follows: BEGINNING at the Southwest corner of Lot 61, as shown on the plat of Argyle Forest Chimney Lakes Unit 7-B, as recorded in Plat Book 47, Pages 16, 16A, 16B, 16C and 16D, of the Current Public Records of said County, said point being situate on the South line of said Section 33 and also being the division line between said Duval County and Clay County, Florida; thence South 89°49'34" West, along said South line of Section 33 and along the division line between said Duval County and Clay County, a distance of 927.92 feet; thence North 51'23'29" West, a distance of 937.89 feet; thence North 32'53'25" West, a distance of 164.96 feet; thence North 03'03'51" East, a distance of 284.53 feet; thence North 20'55'22" East, a distance of 50.00 feet; thence Westerly around and along the arc of a curve concave Northerly and having a radius of 325.00 feet, through a central angle of 09'46'52", a distance of 55.48 feet, said arc being subtended by a chord bearing and distance of North 64'11'13" West, 55.41 feet; thence North 17'04'32" East, a distance of 183.05 feet; thence North 25°33'59" East, a distance of 164.16 feet; thence North 00'03'42" West, a distance of 59.13 feet; thence North 12'53'17" West, a distance of 490.94 feet to a point situate in the Southerly right of way line of Argyle Forest Boulevard Extension (a 200 foot right of way as recorded in Official Records Volume 9817, Pages 116 of said Current Public Records), said Southerly right of way line being a curve concave Northerly and having a radius of 2,100.00 feet; thence Easterly around and along the arc of said curve, and along said Southerly right of way line, through a central angle of 08'04'10", a distance of 295.76 feet, said arc being subtended by a chord bearing and distance of North 77'19'31" East, 295.52 feet to the point on said curve; thence South 12'53'15" East, 361.55 feet; thence South 30'33'41" East, 144.25 feet; thence South 52'21'24" East, 88.96 feet; thence North 74'43'33" East, 287.78 feet; thence South 55'19'56" East, 79.87 feet; thence North 73'25'31" East, 283.33 feet; thence South 39'10'11" East, 140.65 feet; thence South 39'44'19" West, 47.44 feet; thence South 50'00'09" East, 132.76 feet; thence South 27'58'52" West, 52.18 feet to the Northwest corner of Lot 18 of said plat of Argyle Forest Chimney Lakes Unit 7—B; thence South 02'30'00" East, along the Westerly boundary of said plat of Argyle Forest Chimney Lakes Unit 7—B, a distance of 155.00 feet; thence South 11'30'37" East, and continuing along said Westerly boundary, a distance of 250.08 feet; thence South 39'51'19" East, and continuing along said Westerly boundary, a distance of 249.95 feet; thence South 20'52'50" East, and continuing along said Westerly boundary, a distance of 763.13 feet to the POINT OF

Containing 46.82 acres, more or less.

Approved __7-23-200/

City Engineer

for Director of Public Works

for General Counsel

Date

APPROVED FOR THE RECORD

This is to certify that this plat has been examined, accepted and approved by the City of <u>Joseph Priville</u> Duval County, Florida, pursuant to Chapter 654, Ordinance Code.

By:
Joe IR, Miller
Director of Public Works
Date:

CLERK'S CERTIFICATE # 2001186517

By: Jim Fuller
Jim Fuller

Clerk of the Circuit Court

PLAT CONFORMITY REVIEW

This Plat has been reviewed and found in compliance with Part 1, Chapter 177, Florida Statutes, this _23rd day of ______ 2001.

Glenn E. McGregor, P. L. S.
Professional Land Surveyor Number 41.52

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 the undersigned's responsible direction and supervision, that the survey data complies with all of the requirements of the Florida Statute Chapter 177, that Permanent Reference Monuments, Permanent Control Points and lot corners have been monumented in accordance with Chapter 177.091 F. S., Chapter 61G–17.003 F. A. C. and Section 654.110 Ordinance Code of the City of Jacksonville.

Signed and Sealed this 23rd day of July

Richard A. Miller
Florida Registered Land Surveyor
and Mapper Certificate No.3848
L.B. NO. 5189

ADOPTION AND DEDICATION

This is to certify that WaterMill, L.L.C., a limited liability company, is the lawful owner of the lands described in the caption hereon known as WATERMILL UNIT TWO, having caused the same to be surveyed and subdivided, that AmSouth Bank and Beazer Homes Corp., a Tennessee corporation, are the holder of mortgages on said lands. This plat being made in accordance with said survey is hereby adopted as a true and correct plat of those lands. All easements for utilities and sewers and Tract "F" (Lift Station) are hereby irrevocably dedicated to JEA, its successors and assigns. All lanes, drives, courts, drainage easements, unobstructed drainage easements, and ingress and egress easements, are hereby irrevocably and without reservation dedicated to the City of Jacksonville, its successors and assigns. Tracts "A" and "B" (Landscape and Signage), Tracts "C" and "D" (Stormwater Management and Conservation Easement), and Tract "E" (Common Area) are hereby irrevocably and without reservation dedicated to WaterMill Master Association, Inc., a Florida corporation, its successors and assigns, the maintenance responsibilities all of which shall be those of WaterMill Master Association, Inc., it successors and assigns. The drainage easements over, under, across and through the lakes/stormwater management facilities shown on this plat are hereby irrevocably dedicated to the City of Jacksonville, its successors and assigns, and are subject to the following covenants which shall run with the land:

1) The drainage easements hereby dedicated shall permit the City of Jacksonville, its successors and assigns, to discharge into said lakes/stormwater management facilities which these easements traverse, all water which may fall on or come upon all lanes, drives, and courts, as noted above, hereby dedicated, together with all substances or matter which may flow or pass from all lanes, drives, and courts; from adjacent land or from any other source of public waters into or through said lakes/stormwater management facilities, without any liability whatsoever on the part of the City of Jacksonville, its successors and assigns, for any damage, injuries or loss to persons or property resulting from the acceptance or use of these drainage easements by the City of Jacksonville, its successors and assigns;

2) The lakes and treatment systems shown on this plat are owned in fee simple title by the abutting owners, its successors and assigns, and with respect to Tract "C", by WaterMill Master Association, Inc., its successors and assigns, and all maintenance and any other matters pertaining to said lakes/stormwater management facilities is the responsibility of WaterMill Master Association, Inc., its successors and assigns. The City of Jacksonville by acceptance of this plat assumes no responsibility whatsoever for said lakes and treatment systems. Tracts "C" and "D" are also subject to a conservation easement in favor of St. Johns River Water Management District, its successors and assigns;

3) The City of Jacksonville, its successors and assigns, shall not be liable nor responsible for the creation, operation, failure or destruction of water level control equipment which may be constructed or installed by the developer or any other person within the area of the lands hereby platted, or of the lakes and treatment systems shown on this plat, but shall have the right to modify the water level including the repair, removal or replacement of the lakes/stormwater management facilities and the control structures to effect adequate drainage.

WaterMill, L.L.C., its successors and assigns of the lands described and captioned hereon, shall indemnify the City of Jacksonville and save it harmless from suits, action, damages, liability and expense 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/stormwater management facilities described above, or any part thereof, occasioned wholly or in part by any act of omission of its agents, contractors, employees, servants, licensees, or concessionaires within WATERMILL UNIT TWO. This indemnification shall run with the land and the assigns of the owner and shall be subject to it

WaterMill, L.L.C., does hereby reserve unto itself and its assigns, an easement for landscaping, fencing and construction of signs over Tracts "A" and "B", and an easement over drainage easements shown on this plat, the maintenance responsibilities of which shall be those of WaterMill Master Association, Inc.

WaterMill, L.L.C., does hereby reserve unto itself and its assigns, ingress and egress easements over all lands designated as unobstructed drainage easements shown on this plat, the maintenance responsibilities of which shall be those of the abutting owners, their successors and assigns.

Those easements designated as "JEA-E.E." are hereby irrevocably dedicated to JEA, its successors and assigns, for its exclusive use in conjunction with its underground electrical system.

Those easements designated as "JEA-E." are hereby irrevocably dedicated to JEA, its successors and assigns, for its non-exclusive use in conjunction with its underground electrical system; provided however, that no parallel utilities may be installed within said easements.

WATERMILL, L.L.C., A LIMITED LIABILITY COMPANY

Witness: Thank WHE NALLACE
Witness: Diane Brint Name: DIANE BENNETT

The Wood Development Company of Jacksonville, Inc., its Managing Member

By: James Ricky Wood, President
and Authorized Representative

STATE OF FLORIDA COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this <u>20</u> day of <u>JUNE</u>

A.D., 2001 by James Ricky Wood, President and Authorized Representative of The Wood Development Company of Jacksonville, Inc., Managing Member of WaterMill, L.L.C., a limited liability company, on behalf of the company, who is personally known to me.

Type of print name

Notary Public, State of Florida

Sandra Spencer
My Commission Expires: 4/4/2003

My Commission Number: CC820587

SANDRA SPENCER
My Commission # CC 820507
Expires: 06/04/2003
1-800-3-NOTARY Fla. Notary Service & Boncting Co.

PLAT BOOK 54 PAGE 47

SHEET 1 OF 7 SHEETS SEE SHEET 2 FOR NOTES

BEAZER HOMES CORP., A TENNESSEE CORPORATION

Witness: Bachel Ford
Print Name: Hachel Ford
Witness: We Stuly
Print Name: Tessa Steenbyk

Tean I Panitz In Vind Presiden

STATE OF FLORIDA COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 19 day of June.

A.D., 2001 by Leon J. Panitz, Jr., Vice President of Beazer Homes Corp., a Tennessee corporation, on behalf of the corporation who is personally known to me.

Victoria C. Canshell
Notary Public, State of Florida
Type of print name Veranica C. Campbell
My Commission Expires: Nev 17, 2002
My Commission Number: 770913

#CC770913

#CC770913

#CC770913

AMSOUTH BANK

Witness: Jake Mannee
Witness: Name: PATRICK WALLACE
Witness: Name: Bennett
Print Name: DIANE BENNETT

By: Dam 6 Hollifield, Vice Preside

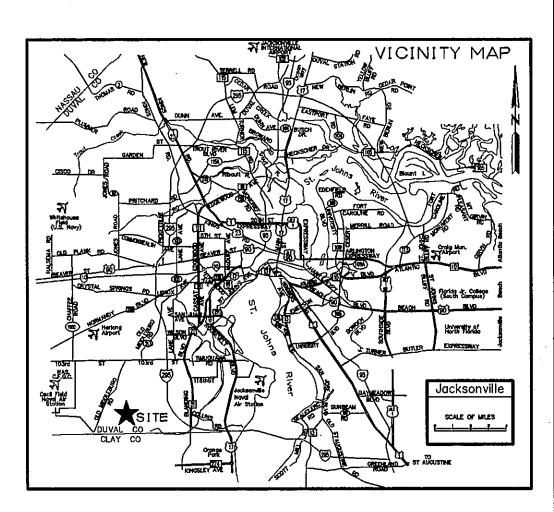
 $\langle \mathcal{O}_{i} \rangle$

STATE OF FLORIDA COUNTY OF DUVAL

My Commission Number: ___

Notary Public, State of Florida
Type of print name LINDA B. MCLEMURE
My Commission Expires:

OFFICIAL NOTARY SEAL
LINDA B MCLEMORE
NOTARY PUBLIC STATE OF FLORIDA
COMMESION NO. CC73466
MY COMMISSION EXP. AFR. 16,2002



PREPARED BY:

RICHARD A. MILLER & ASSOCIATES

PROFESSIONAL LAND SURVEYORS

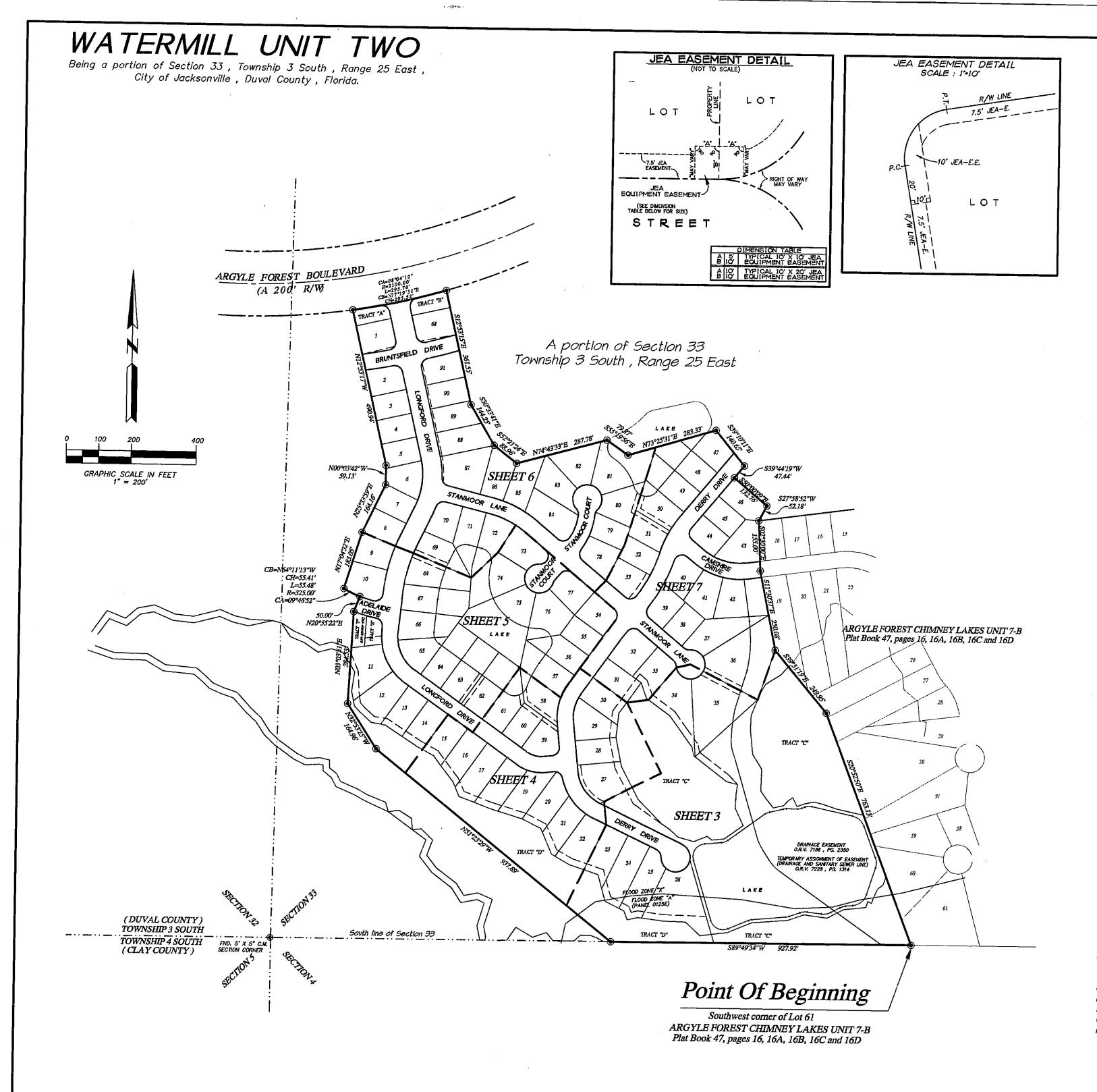
6701 BEACH BLVD., SUITE #200

JACKSONVILLE, FLORIDA 32216

FAX (904) 721-5758

TELEPHONE (904) 721-1226

CITY DEVELOPMENT NO.4859.4 - PSD NO.2000-012



PLAT BOOK 54 PAGE 47-A

SHEET 2 OF 7 SHEETS SEE SHEET 2 FOR NOTES

NOTES:

1)

DENOTES PERMANENT REFERENCE MONUMENT SET P.L.S. NO. 3848.

2) • DENOTES PERMANENT CONTROL POINT

3) BEARINGS BASED ON THE SOUTH LINE OF SECTION 33 AS BEING SOUTH 89°49'34" WEST.

4) ALL PLATTED EASEMENTS SHOWN HEREON ARE 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.

5) CERTAIN EASEMENTS ARE RESERVED FOR JEA FOR USE IN CONJUNCTION WITH THE UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM.

"JEA-E.E. DENOTES JEA EQUIPMENT EASEMENT. THESE EASEMENTS SHALL REMAIN TOTALLY UNOBSTRUCTED BY ANY IMPROVEMENTS THAT MAY IMPEDE THE USE AND ACCESS OF SAID EASEMENT BY JEA".

"JEA-E. DENOTES JEA EASEMENT. JEA WILL ALLOW CERTAIN
NON-PERMANENT IMPROVEMENTS WHICH DO NOT IMPEDE THE USE OF SAID
EASEMENT BY JEA. THE INSTALLATION OF FENCES, HEDGES, AND
LANDSCAPING IS PERMISSIBLE BUT SUBJECT TO REMOVAL BY JEA AT THE
EXPENSE OF EACH LOT OWNER FOR THE REMOVAL AND REPLACEMENT OF SUCH
ITEMS."

6) 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, WHETHER GRAPHIC OR DIGITAL. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

7) THE LAKES AND TOP OF BANK SHOWN HEREON DEPICTS A GRAPHIC REPRESENTATION OF THE PROPOSED LAKES, AND DOES NOT REPRESENT AN ACTUAL "AS-BUILT" CONDITION.

8) LOTS FRONTING ON TWO (2) STREETS MAY HAVE VEHICULAR ACCESS FROM ONE (1) STREET ONLY.

9) CURRENT LAW PROVIDES THAT NO CONSTRUCTION, FILLING, REMOVAL OF EARTH, CUTTING OF TREES OR OTHER PLANTS SHALL TAKE PLACE WATERWARD OF THE JURISDICTIONAL WETLAND LINES AS DEPICTED ON THIS PLAT WITHOUT THE WRITTEN APPROVAL OF DUVAL COUNTY AND OTHER REGULATORY AGENCIES WITH JURISDICTION OVER SUCH WETLANDS. IT IS THE RESPONSIBILITY OF THE LOT OWNER, HIS AGENT AND THE ENTITY PERFORMING ANY ACTIVITY WITHIN THE WETLAND AREA TO ACQUIRE THE NECESSARY WRITTEN APPROVALS PRIOR TO THE BEGINNING OF ANY WORK. THIS WETLAND JURISDICTIONAL LINE AND UPLAND BUFFER MAY BE SUPERSEDED AND REDEFINED FROM TIME TO TIME BY THE APPROPRIATE GOVERNMENTAL AGENCIES.

10) THE EASEMENTS SHOWN HEREON AND DESIGNATED AS UNOBSTRUCTED EASEMENTS SHALL REMAIN TOTALLY UNOBSTRUCTED BY ANY PERMANENT IMPROVEMENTS WHICH MAY IMPEDE THE USE OF SAID EASEMENT BY THE CITY OF JACKSONVILLE. THE CONSTRUCTION OF DRIVEWAYS AND THE INSTALLATION OF FENCES, HEDGES AND LANDSCAPING IS PERMISSIBLE BUT SUBJECT TO REMOVAL BY THE CITY AT THE EXPENSE OF EACH LOT OWNER FOR THE REMOVAL AND/OR REPLACEMENT OF SUCH ITEMS.

THE EASEMENTS SHOWN HEREON AND DESIGNATED AS UNOBSTRUCTED/ ACCESS EASEMENTS, SHALL REMAIN TOTALLY UNOBSTRUCTED BY ANY IMPROVEMENTS THAT MAY IMPEDE THE USE AND ACCESS OF SAID EASEMENT BY THE CITY OF JACKSONVILLE.

10) BUILDING SETBACK LINES ARE AS FOLLOWS: FRONT = 20 FEET REAR = 10 FEET SIDE = 5 FEET SIDE STREET = 10 FEET

FLOOD ZONE NOTE

The lands shown hereon lie within flood zone "X" & "A" as depicted on the Flood Insurance Rate Map (FIRM) community number 120077, panel number 0125, suffix E, dated August 15, 1989.

The FIRM information delineated on this plat is valid only for dates up to and including the effective recording date of this plat. There may have been subsequent revisions after this date that will supersede said information. Inquiries for this should be made to the Community's Floodplain Management Repository, Department of Public Works, City of Jacksonville.

PREPARED BY:
RICHARD A. MILLER & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
6701 BEACH BLVD., SUITE #200
JACKSONVILLE, FLORIDA 32216
FAX (904) 721-5758
TELEPHONE (904) 721-1226

