# WATERMILL UNIT ELEVEN

Being a portion of the Southeast 1/4 of Section 32, Township 3 South, Range 25 East, City of Jacksonville, Duval County, Florida.

#### CAPTION

A portion of the Southeast 1/4 of Section 32, Township 3 South, Range 25 East, Duval County, Florida, being more particularly described as follows: COMMENCE at the Northwest corner of Watermill Unit Two, as recorded in Plat Book 54, Pages 47, 47A, 47B, 47C, 47D, 47E and 47F of the Current Public Records of said County; thence Southerly along the Westerly boundary line of said last mentioned plat, run the following three (3) courses and distances: Course No. 1: South 12°54'17" East, 490.94 feet; Course No. 2: South 00'04'42" East, 59.13 feet; Course No. 3: South 25'32'59" West, 124.58 feet; thence North 85°54'17" West, 391.18 feet; thence South 87'49'40" West, 293.37 feet; thence North 73'13'02" West, 50.00 feet; thence North 86°31'49" West, 267.83 feet to the POINT OF BEGINNING; thence South 24°24'53" West, 333.27 feet; thence South 48°56'31" West, 130.43 feet; thence South 88'56'30" West, 443.92 feet; thence South 03'11'59" West, 315.28 feet; thence South 84°13'10" West, 320.17 feet; thence North 05°46'50" West, 62.46 feet; thence North 07°07'43" East, 596.97 feet; thence South 82°52'17" East, 29.03 feet to the point of curvature of a curve concave Southerly, having a radius of 275.00 feet; thence Easterly along the arc of said curve, a distance of 44.18 feet, said arc being subtended by a chord bearing and distance of South 7816'06" East, 44.14 feet to a point on said curve; thence North 16°20'04" East, 113.46 feet; thence North 66°14'09" West, 9.71 feet; thence North 47°24'01" West, 123.12 feet; thence North 35°00'57" West, 436.68 feet; thence North 11°59'29" East, 75.36 feet; thence South 80°19'50" East, 838.00 feet; thence South 55°00'43" East, 129.25 feet; thence South 58'31'54" East, 105.88 feet; thence South 17'19'19" East, 160.00 feet; thence North 72°40'41" East, 21.03 feet; thence South 17°19'19" East, 110.00 feet; thence South 86°31'49" East, 56.13 feet to the POINT OF BEGINNING.

Containing 18.9104 acres, more or less.

### APPROVED FOR THE RECORD

This is to certify that this plat has been examined, accepted and approved by the City of Jacksonville, Duval County, Florida, pursuant to Chapter 654, Ordinance Code.

Lynn A. Westbrook, P.E. Director of Public Works Date: 1/28/2004

for Director of Public Works

for General Counsel

# CLERK'S CERTIFICATE 2004036313

This is to certify that this plat has been examined and approved by the City of Jacksonville, Duval County, Florida, and submitted to me for recording and is recorded in Plat Book 50, Pages 11-110, of the current Public Records of Duval County, Florida, this 44 day of February A.D., 2004.

By: Vin Jullu

Jim Fuller

Clerk of the Circuit Court

By: Robin A Buille
Deputy Clerk

PLAT CONFORMITY REVIEW

This Plat has been reviewed and found in compliance with Part 1, Chapter 177, Florida Statutes, this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2004.

Dlens C. M Loss Glenn E. McGregor, P. L. S. Professional Land Surveyor Number 4252

### 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 1th day of January

Richard A. Miller Florida Registered Land Surveyor and Mapper Certificate No.3848 L.B. No. 5189 917, ± 05

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 ELEVEN, having caused the same to be surveyed and subdivided, that AmSouth Bank, is the holder of mortgage 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 utility easements are hereby irrevocably dedicated to JEA, its successors and assigns. All rights—of—way, easements for drainage and non—access easements are hereby irrevocably and without reservation dedicated to the City of Jacksonville, its successors and assigns. Tract "A" (Wetland Preservation Area) is 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., its 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 rights—of—way hereby dedicated, together with all substances or matter which may flow or pass from rights—of—way; from adjacent land or from any other source of public waters into or through said lake/stormwater management facility, 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 lake and treatment system shown on this plat is owned in fee simple title by the abutting owners, their successors and assigns, and all maintenance and any other matters pertaining to said lake/stormwater management facility is the responsibility of the WaterMill Master Association, Inc., its successor and assigns. The City of Jacksonville by acceptance of this plat assumes no responsibility whatsoever for said lakes and treatment systems.
- 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 lake and treatment system shown on this plat, but shall have the right to modify the water level including the repair, removal or replacement of the lake/stormwater management facility and the control structure 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 and 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 ELEVEN. This indemnification shall run with the land and the assigns of the owner and shall be subject to it.

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.

In witness whereof WaterMill, L.L.C., a limited liability company, has caused these presents to be executed by its Managing Member with Seal affixed this day of \_\_\_\_\_\_\_A.D., 2004.

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

Witness: PATEICK WALLINGE
Witness: WILLIAM M. HIJOE
Print Name: SUSAN M. HIJOE

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

By: April 1000

James Ricky Wood, President and Authorized Representative

STATE OF FLORIDA COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this day of and Albary A.D., 2004 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.

Notary Public, State of Florida M. Hyde Type of print name Susan M. Hyde My Commission Expires: 3-17-04 My Commission Number: DD 0/1745



PLAT BOOK 56

SHEET 1 OF 5 SHEETS
SEE SHEET 2 FOR NOTES

PAGE \

AMSOUTH BANK

Witness: PATRICK WALLACE
Witness: Me Menu
Print Name: LINDA MULTINIA

By: Man 1/A
Kunnoth A. Filip

STATE OF FLORIDA COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 12th day of Invary

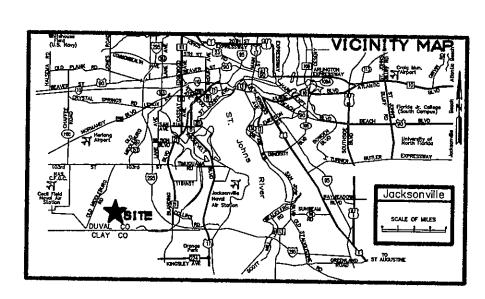
A.D., 2004 by Kenneth A. Filip Vice President of AmSouth Bank, on behalf of the bank, who is personally known to me.

Notary Public, State of Florida

Type of print name C. Heas
My Commission Expires: 10/87/05

My Commission Number: DD062856

OFFICIAL NOTARY SEAL
CATHERINE T. HAAS
NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION NO. DD062856
MY COMMISSION EXP. OCT. 27, 2005



PREPARED BY:
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PSD NO. 2002-002 CITY DEVELOPMENT NO. 4859.15

