

SOUTHBANK Phase II

Sections 22 and 27, Township 5 South, Range 25 East, Clay County, Florida.
13.20 Acres ±

LAND USE
ZONING AREA
No LOTS
MIN. LOT SIZE

RURAL FRINGE
RUD
15.20 AC.
30
3600 Sq. Ft.

TYPE I SUBDIVISION "PUD" ZONE

OWNER
Silver Creek Communities
411 1st Street South
Jacksonville Beach, FL

ENGINEER
Geniste Group
4250 Cypress Green
Jacksonville, FL

SURVEYOR
Eiland & Associates
615 Blinding Blvd.
Orange Park, FL

CAPTION

A parcel of land situated partly in Section 22 and partly in Section 27, Township 5 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows: Begin at the northwest corner of said Section 27, also being the southwest corner of said Section 22; thence on the west line thereof, also being the east line of Tract "A", Russell Oaks, according to map thereof, recorded in Plat Book 22, pages 68, 69, 70 and 71 of the public records of said county, run North 00 degrees 57 minutes 35 seconds East, 563.08 feet to the southwest corner of Southbank Phase I, according to map thereof, recorded in Plat Book 32, pages 35 and 36 of said public records; thence on the south line thereof, run South 89 degrees 40 minutes 51 seconds East, 1010.11 feet; thence South 00 degrees 57 minutes 35 seconds West, 137.46 feet; thence South 45 degrees 19 minutes 04 seconds West, 181.65 feet; thence South 00 degrees 19 minutes 04 seconds West, 373.60 feet; thence North 89 degrees 40 minutes 51 seconds West, 300.00 feet; thence North 00 degrees 19 minutes 04 seconds East, 60.00 feet; thence North 89 degrees 40 minutes 51 seconds West, 278.51 feet; thence South 00 degrees 31 minutes 21 seconds West, 60.00 feet; thence North 89 degrees 40 minutes 51 seconds West, 310.05 feet to the west line of aforesaid Section 27, also being aforesaid east line of Tract "A", Russell Oaks; thence on last said line, run North 02 degrees 04 minutes 21 seconds East, 76.99 feet to the Point of Beginning.
Containing 13.20 acres, more or less, in area.

ADOPTION AND DEDICATION

This is to certify that Silver Creek Communities, Inc., a Florida corporation, hereinafter "Dedicator" is the lawful owner of the lands described in the caption hereon, known as SOUTHBANK Phase II, 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. Southbank Circle and Nipa Drive, as shown herein, hereinafter the "Streets" is hereby irrevocably dedicated to Clay County, its successors and assigns, and all drainage easements as may be 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 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 to the Dedicator, 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 the 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 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 or preserve 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 and 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 might 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 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 perpetual 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 thereafter 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 successors 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 thereafter 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 and filtration systems and other storm water management facilities. This indemnification shall run with the land and successors and assigns of the Dedicator who 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 bulkheads.

Tract "A" is reserved unto the Dedicator, its successors and/or assigns.
The Easements described in General Notes 12 through 16 herein, shall be irrevocably dedicated as stated therein.

IN WITNESS WHEREOF, Silver Creek Communities, Inc., a Florida corporation has caused these presents to be executed on its behalf as of the date shown below.

Eric Eiland, witness
John McLaren, witness
William L. Edgington, President

Silver Creek Communities, Inc.
a Florida corporation

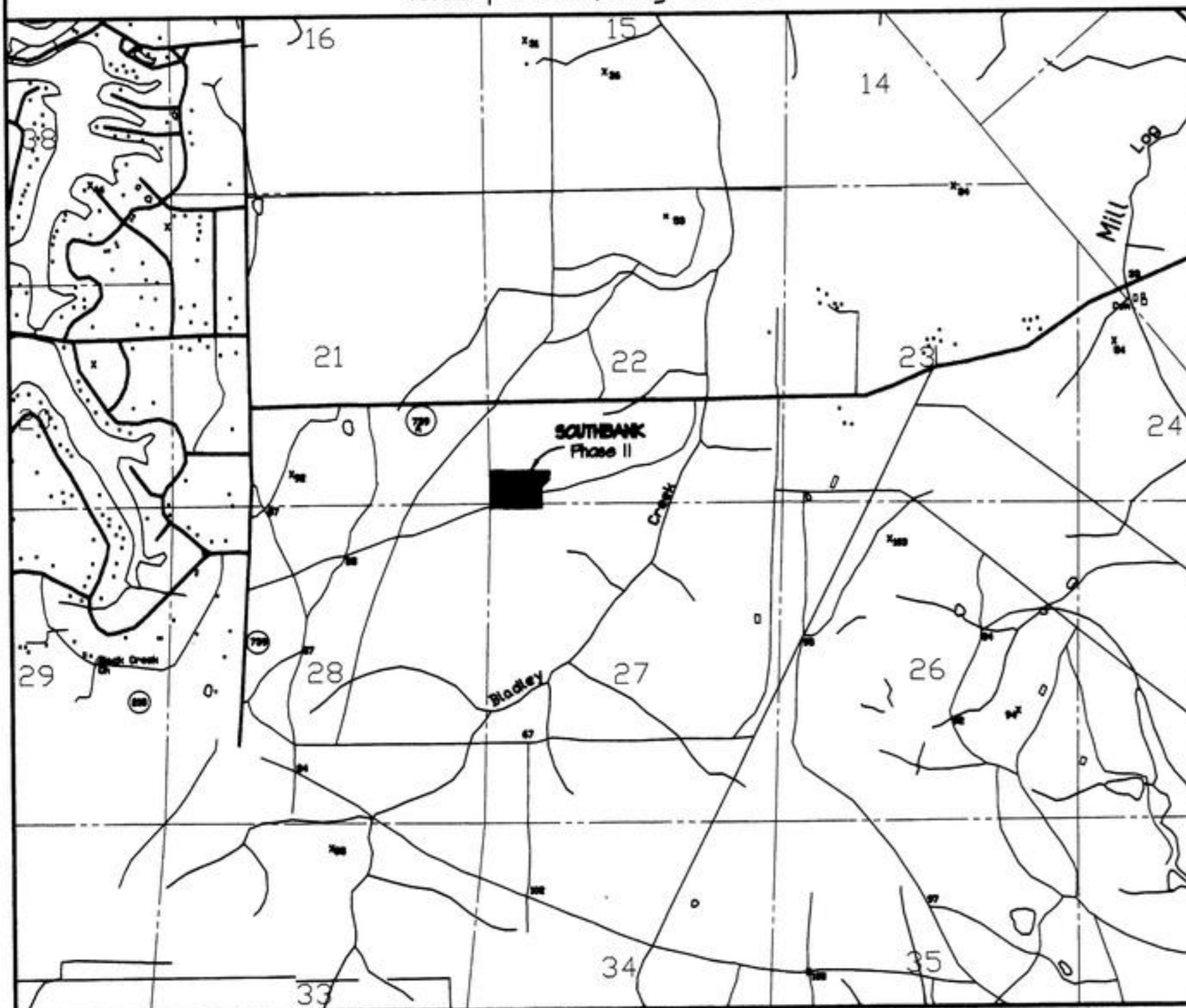
STATE OF FLORIDA, COUNTY OF CLAY

The foregoing instrument was personally acknowledged before me this 27th day of August, 2003, by William L. Edgington, as President of Silver Creek Communities, Inc., a Florida corporation, on behalf of the corporation.

Tracy L. Eiland
Notary Public, State of Florida



Township 5 South, Range 25 East



VICINITY MAP
SCALE 1" = 2000'