

TUSCANY GLEN

Replat, part of Lots 15, 16, and 17, Section 25, Ridgewood,
Deed Book "Q", page 663, public records, Clay County, Florida.
5.74 Acres ±

PLAT BOOK 48 PAGE 40

SHEET 1 OF 3 SHEETS

TYPE I SUBDIVISION "RD-3"/"BA" ZONE

DRAWN BY
Tuscan Land Trust
1001 Saitman Terrace
Jacksonville, FL

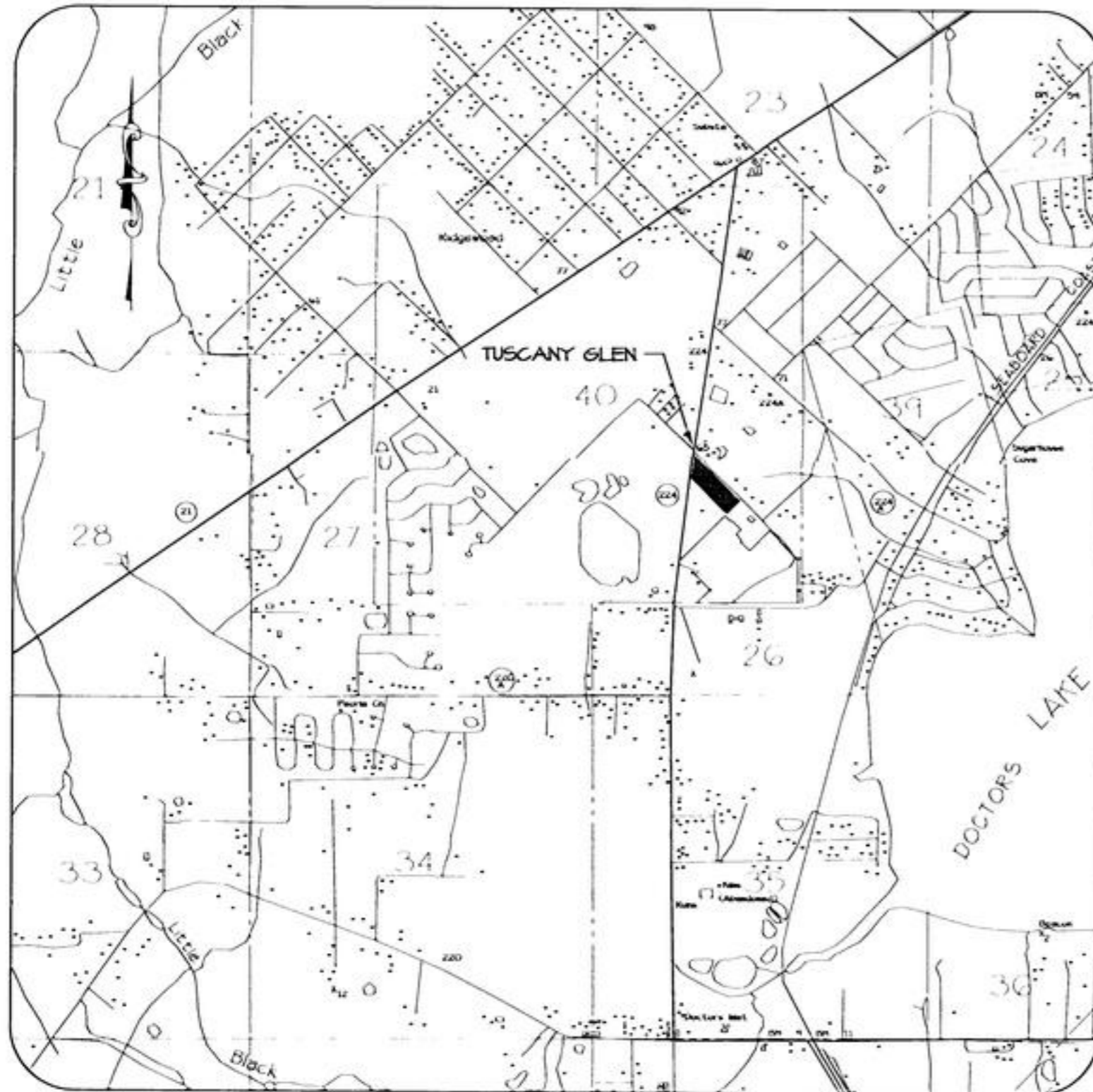
ENGINEER
Eiland & Associates
1051 Harris Rd
Orange Park, FL

SURVEYOR
Eiland & Associates
605 Dunaway Blvd.
Orange Park, FL

CAPTION

A replat consisting of a portion of Lots 15, 16 and 17, Section 25, Ridgewood, according to map recorded in Deed Book "Q", page 663 of the public records of Clay County, Florida, said replat being more particularly described as follows:

Begin at the most easterly corner of said Lot 17, thence on the southeasterly line thereof, run South 44 degrees 59 minutes 00 seconds West, 281.11 feet; thence North 44 degrees 51 minutes 23 seconds West, 185.12 feet to the easterly line of County Road No 224, College Drive; thence on last said line, run North 08 degrees 22 minutes 33 seconds East, 343.57 feet to the northwesterly line of said Lot 15; thence on last said line, run North 44 degrees 59 minutes 00 seconds East, 553 feet to the southwesterly line of Jefferson Avenue; thence on last said line, run South 44 degrees 51 minutes 22 seconds East, 940.00 feet to the Point of Beginning, Containing 5.74 acres, more or less, in area.



VICINITY MAP
SCALE: 1" = 2000'

ADOPTION AND DEDICATION

This is to certify that Sandra E. St. Germain, as Trustee of the Tuscany Land Trust, pursuant to Section 689.071, Florida Statutes, hereinafter "Dedicator" is the lawful owner of the lands described in the caption hereon, known as TUSCANY GLEN, 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. Tuscany Glen Drive, as shown herein, hereinafter the "Street", Drainage Easements and Non-Access Easements 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 "D" and Tract "E", 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 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, 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 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 hereinafter 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 hereinafter 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 or 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 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 hereinafter 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.

Private Drainage Easements are reserved unto the Dedicator, its successors and/or assigns.
Landscape and Signage Easements (Tracts "A" and "C") are reserved unto the Dedicator, its successors and/or assigns.
Landscape and Signage Easements (Tracts "D" and "E") are dedicated to Tuscany Glen Homeowners Association.
Tracts "A", "B", "C", "D" and "E" are reserved unto the Dedicator, its successors and/or assigns.
Tract "F" and Utility Easement are dedicated to Clay County Utility Authority.
The Easements described in General Notes 9 through 13 herein, shall be irrevocably dedicated as stated therein.

IN WITNESS WHEREOF, Sandra E. St. Germain, as Trustee of the Tuscany Land Trust, has caused these presents to be executed on its behalf as of the date shown below.

Tuscany Land Trust

Robert B. Clark
Robert B. Clark, witness

Tracy L. Eiland
Tracy L. Eiland, witness

Sandra E. St. Germain
Sandra E. St. Germain, Trustee

STATE OF FLORIDA, COUNTY OF CLAY

The foregoing instrument was personally acknowledged before me this 26th day of April, 2005, by Sandra E. St. Germain, as Trustee of the Tuscany Land Trust, on behalf of the trust.

Tracy L. Eiland
Tracy L. Eiland
Notary Public, State of Florida



TUSCANY GLEN

Replat, part of Lots 15, 16, and 17, Section 25, Ridgewood,
Deed Book "Q", page 663, public records, Clay County, Florida.
5.74 Acres ±

LAND USE
ZONING
AREA
NO LOTS

UNSAT CORN
NO. SECS
D. 14 AC.
30

PLAT BOOK 48 PAGE 41

SHEET 2 OF 3 SHEETS

TYPE I SUBDIVISION "RD-3"/"BA" ZONE

DRAWN BY
Tuscan Land Trust
1000 Saltman Terrace
Jacksonville, FL

ENGINEER
Diane Engineering
1051 Wells Rd
Orange Park, FL

SURVEYOR
Eiland & Associates
615 Blanding Blvd
Orange Park, FL

COUNTY DEPARTMENT OF ZONING APPROVAL

Approved this 26 day of May, 2005.

Cheryl Miller
Director, Department of Zoning

COUNTY DEPARTMENT OF PLANNING APPROVAL

Approved this 9th day of May, 2005.

Thad Lowe
Director, Department of Planning

COUNTY DEPARTMENT OF ENGINEERING APPROVAL

Approved this 8th day of Aug., 2005.

Cheryl
Director, Department of Engineering

COUNTY COMMISSIONERS' APPROVAL

Examined and approved this 8th day of AUGUST, 2005,
by the Board of County Commissioners, Clay County, Florida.

Robert J. McNeill Clerk of the Board
G. G. B. Chairman of the Board

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 the filing of this final plat insofar as the same affects a lot or lots sold.

Time of such performance being of the essence, said guarantee shall be part of each deed of conveyance or contract 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.

Tuscany Land Trust

Robert B. Clark
Robert B. Clark, Witness

Tracy L. Eiland
Tracy L. Eiland, Witness

By: Sandra E. St. Germain
Sandra E. St. Germain, Trustee

CLERK'S CERTIFICATE

I hereby certify that this plat has been examined and that it complies in form with Chapter 177, Florida Statutes, as amended, and is filed for record in Plat Book 48, Pages 40 thru 42 of the public records of Clay County, Florida this 10th day of August, 2005.

James B. Leto
Clerk of the Circuit Court



MORTGAGEE'S JOINDER

Compass Bank, owner and holder of that certain Mortgage dated July 13, 2004 and recorded July 21, 2004 in Official Records Book 2406, page 1046 of the public records of Clay County, Florida; and Financing Statement recorded July 21, 2004 in Official Records Book 2406, page 1081, said public records, hereby consents to this plat and joins in its dedication.

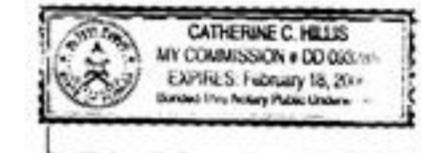
Kathleen R. Jamel - Kathleen R. Jamel, Witness
Allyssa Anderson - Allyssa Anderson, Witness

Compass Bank
By: Amelia B. Sterling
Amelia B. Sterling, Vice President

STATE OF FLORIDA, COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 26 day of April, 2005, by Amelia B. Sterling as Vice President of Compass Bank, on behalf of the bank.

Catherine C. Hillis
Notary Public, State of Florida

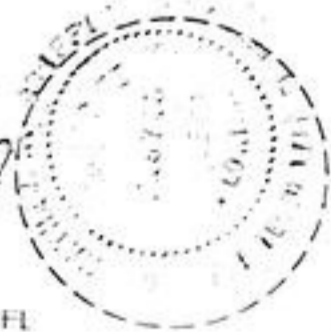


SURVEYOR'S CERTIFICATE OF REVIEW

The undersigned surveyor hereby certifies that he 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 28 day of APRIL, 2005.

Matthew A. Griffin
Matthew A. Griffin
Florida Registration No. 3143
2554 Blanding Blvd, Middleburg, FL



SURVEYOR'S CERTIFICATE

This is to certify that this plat is a correct representation of the lands surveyed, platted and described hereon, that Permanent Reference Monuments have been placed as shown on said plat in accordance with Chapter 177, Florida Statutes, as amended, and that Permanent Control Points will be set as shown in accordance with said laws, that said survey was made under my responsible direction and supervision and that the survey data shown on said plat complies with all the requirements of said chapter.
Signed this 27th day of April, 2005.

Harold T. Eiland
Harold T. Eiland
Florida Cert. No. 2518
Eiland and Associates, Inc., 1B 1381
615 Blanding Boulevard
Orange Park, Florida 32067-1000



TUSCANY GLEN

Replat, part of Lots 15, 16, and 17, Section 25, Ridgewood,
Deed Book "Q", page 663, public records, Clay County, Florida.
5.74 Acres ±

LAND USE: URBAN CORE
ZONING: RD-350A
AREA: 5.74 AC.
NO. LOTS: 36

PLAT BOOK 48 PAGE 42

SHEET 3 OF 3 SHEETS

TYPE I SUBDIVISION "RD-3"/"BA" ZONE

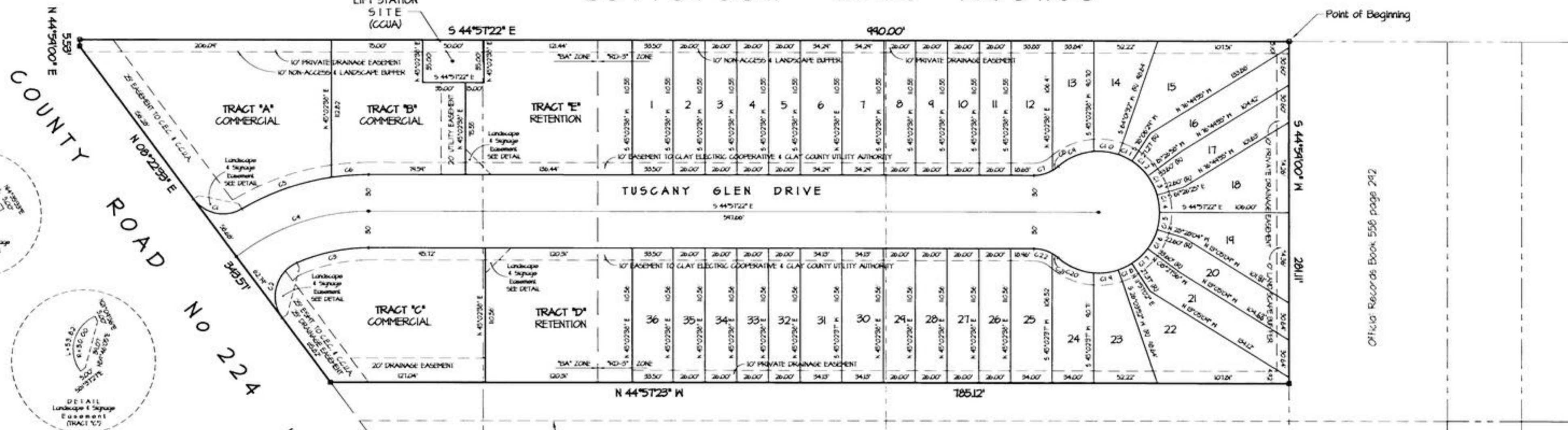
OWNER
Tuscan Land Trust
10611 Salsman Terrace
Jacksonville, FL

ENGINEER
Dwight Engineering
1051 Wells Rd
Orange Park, FL

SURVEYOR
Elliott & Associates
605 Blumhry Blvd
Orange Park, FL

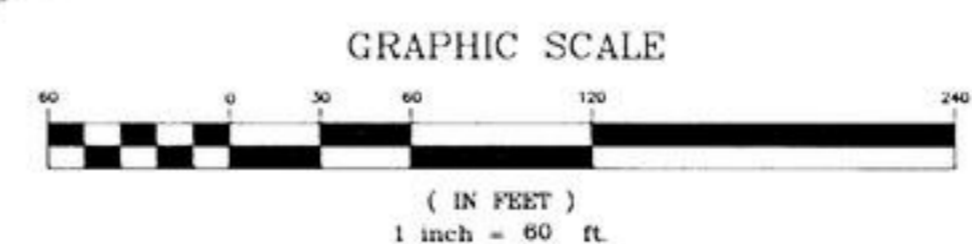


Jefferson (50' R/W) Avenue



- GENERAL NOTES**
- 1) Permanent Control Point shown thus: +
 - 2) Permanent Reference Monument shown thus: ■
 - 3) Building Restriction Lines shall be as follows:
minimum front setback = 20 feet
minimum rear setback = 20 feet (25 feet, Lots 15 thru 22)
minimum side setback (back to back) = 0 feet
minimum side setback (back to back) = 15 feet
 - 4) Bearings shown hereon are based on S 44°57'22" E for the right-of-way line of Jefferson Avenue.
 - 5) According to FEMA Flood Insurance Rate Map dated November 4, 1992, the property shown hereon is situated in ZONE X.
 - 6) C.E.C. denotes Clay Electric Cooperative.
 - 7) C.C.U.A. denotes Clay County Utility Authority.
 - 8) All platted utility easements shall also be easements for the construction, installation, maintenance, and operation of cable television services, provided, however, no such construction, installation, maintenance, or operation of cable television services shall interfere with the facilities and services of an 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.
 - 9) Whether depicted on the plat or not, the Dedicator/Owner hereby grants Clay Electric Cooperative, Inc., and Clay County Utility Authority a ten-foot (10') 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.
 - 10) Where a Clay Electric Cooperative, Inc. easement crosses an easement or right-of-way granted to Clay County Utility Authority, 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. Clay County Utility Authority shall use, occupy, and locate facilities in these joint use areas so as to reasonably accommodate Clay Electric Cooperative, Inc.'s facilities.
 - 11) Where a Clay County Utility Authority easement crosses an easement or right-of-way granted to Clay Electric Cooperative, Inc., Clay County Utility Authority 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 use areas so as to reasonably accommodate Clay County Utility Authority's facilities.
 - 12) All easements for water and sewer systems marked C.C.U.A. and shown on plat are hereby irrevocably and without reservation dedicated to Clay County Utility Authority (C.C.U.A.), its successors and assigns.
 - 13) 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.)
 - 14) Property hereon subject to Right-of-Way Easement to Clay Electric Cooperative, Inc. as described in Official Records Book 2503, page 1331 of the public records of Clay County, Florida.

Official Records Book 1865 page 1451
"UNITED STATES POSTAL SERVICE"



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 this plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

CURVE	LENGTH	RADIUS	TANGENT	CHORD	DIRECTION	DELTA
C1	43.07	30.00	26.81	40.06	S89°30'57"E	89°47'00"
C2	58.62	30.00	37.57	46.08	S94°46'09"E	107°47'00"
C3	60.44	165.00	30.67	60.01	S66°50'07"E	27°50'02"
C4	86.58	175.00	40.58	84.41	N64°02'00"E	30°00'02"
C5	18.45	205.00	34.37	17.95	N64°28'44"E	27°58'58"
C6	30.52	205.00	52.28	30.44	N67°01'17"E	67°54'48"
C7	5.40	30.00	6.17	6.36	S60°40'56"E	30°21'11"
C8	5.14	30.00	2.88	5.19	S60°50'07"E	107°57'29"
C9	32.28	30.00	16.17	31.37	N67°50'07"E	30°57'59"
C10	20.44	50.00	10.37	20.32	N31°46'16"E	27°25'58"
C11	12.24	50.00	6.28	12.28	N67°50'07"E	147°04'51"
C12	11.84	50.00	4.02	11.75	N01°40'14"E	27°26'54"
C13	11.46	50.00	0.82	11.37	N67°50'07"E	207°00'52"
C14	14.34	50.00	1.24	14.34	N36°48'06"E	67°28'04"
C15	14.34	50.00	1.24	14.34	N67°11'17"E	67°28'06"
C16	11.46	50.00	0.82	11.37	N37°52'07"E	207°00'28"
C17	11.84	50.00	4.02	11.72	S68°51'17"E	27°24'58"
C18	12.52	50.00	6.74	12.24	S30°54'53"E	147°04'50"
C19	20.44	50.00	10.37	20.32	S62°04'24"E	27°25'50"
C20	32.28	50.00	16.17	31.37	S22°00'08"E	36°57'52"
C21	5.40	30.00	2.47	5.42	N04°12'27"E	17°41'11"
C22	5.79	30.00	0.86	5.57	N04°54'44"E	30°00'06"

BERKSHIRE
PLAT BOOK 31 PAGES 5 THRU 9