

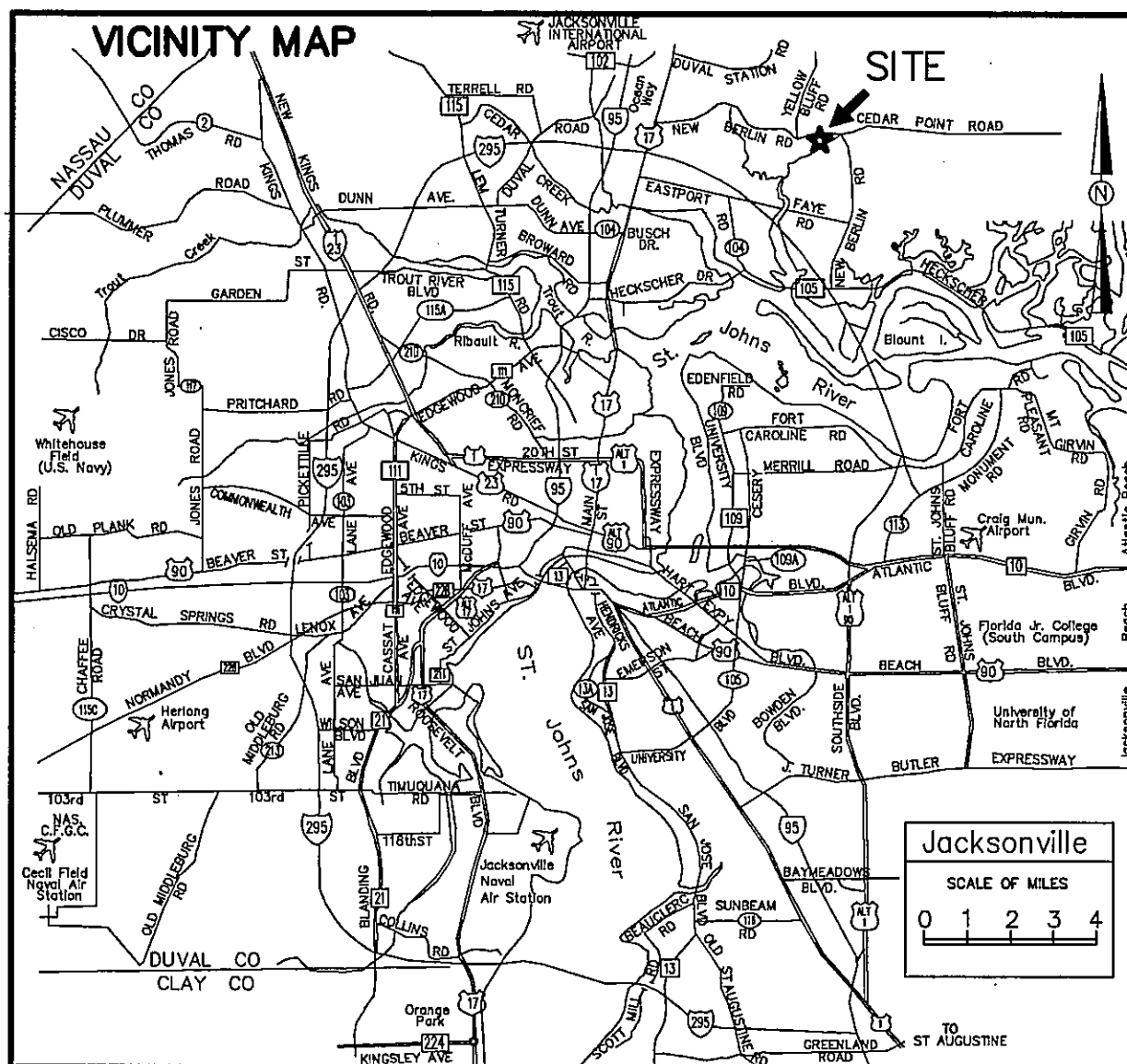
# Hickory Hill - Unit One

A portion of Section 35, Township 1 North, Range 27 East, City of Jacksonville, Duval County, Florida.

**CAPTION:**

That certain tract or parcel of land being a portion of Section 35, Township 1 North, Range 27 East, Duval County, Florida, being more particularly described as: COMMENCE at the intersection of the Easterly right of way line of Moose Road with the southerly right of way line of New Berlin Road, both 60 foot rights of way as now established; thence North 74°07'10" East along the Southerly right of way line of said New Berlin Road, 442.97 feet to a point of curvature of a curve concave Southeasterly and having a radius of 2,834.79 feet; thence Northeasterly along the arc of said curve to the right, through a central angle of 05°01'31", an arc distance of 248.64 feet, said curve being subtended by a chord bearing and distance of North 76°37'56" East, 248.56 feet to the POINT OF BEGINNING of the herein described parcel; thence continuing along said Southerly right of way line and along the arc of said curve to the right, having a radius of 2,834.79 feet, through a central angle of 11°17'19", an arc distance of 558.51 feet, said curve being subtended by a chord bearing and distance of North 84°47'21" East, 557.61 feet to a point of tangency; thence continue along said right of way line South 89°34'00" East, 459.44 feet to the Westerly boundary of the lands described in Official Records Volume 2532, Pages 1014-1016; thence South 09°35'00" West along the Westerly boundary of said lands so described, a distance of 513.72 feet; thence North 80°25'00" West, 120.00 feet; thence South 87°47'25" West, a distance of 107.26 feet; thence North 80°25'00" West, a distance of 95.00 feet; thence South 09°35'00" West, a distance of 125.75 feet; thence North 80°25'00" West, a distance of 70.00 feet; thence North 04°47'32" East, a distance of 123.74 feet; thence North 01°36'43" East, a distance of 170.46 feet; thence North 88°23'17" West, a distance of 32.93 feet; thence South 88°32'10" West, a distance of 210.00 feet; thence South 75°10'34" West, a distance of 180.95 feet; thence North 38°03'55" East, a distance of 25.23 feet; thence North 12°27'24" East, a distance of 64.71 feet; thence North 04°23'05" West, a distance of 47.84 feet; thence North 53°02'00" West, a distance of 41.71 feet; thence South 86°23'21" West, a distance of 130.14 feet; thence North 40°55'07" West, a distance of 22.75 feet; thence North 35°13'52" East, a distance of 16.41 feet; thence North 11°24'05" East, a distance of 42.99 feet; thence North 06°39'48" East, a distance of 34.41 feet; thence North 16°50'46" East, a distance of 44.46 feet to the POINT OF BEGINNING.

Said parcel containing 8.4124 acres, more or less, in area.



**ADOPTION AND DEDICATION**

This is to certify that New Berlin Road Development, Inc., a Florida Corporation (Developer), is the owner of the lands described in the caption hereon known as Hickory Hill - Unit One, having caused the same to be surveyed and subdivided, and that Washington Mutual Bank, F.A. is holder of a 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. Tract "A", all roads, parkways, lanes, courts, walkways, non-access easements and easements for drainage, (except all private easements, private drainage easements, which shall remain privately owned and the sole and exclusive property of the Owners, their successors and assigns as shown hereon, and except those easements designated "JEA-E," and "JEA-E.E.") are hereby irrevocably and without reservation dedicated to the City of Jacksonville, its successors and assigns. All being 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 roads, parkways, lanes, drives and courts hereby dedicated, together with all substances or matter which may flow or pass from all roads, parkways, 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 owner(s) its successors and assigns, and all maintenance and any other matters pertaining to said lakes/stormwater management facilities are the responsibility of the owner, 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 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.

The Developer, 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 or omission of its agent, contractors, employees, servants, licensees or concessionaires within Hickory Hill - Unit One. This indemnification shall run with the land and the successors and assigns of the Developer shall be subject to it.

The undersigned Owner(s) do hereby reserve unto themselves and assigns, an easement for landscaping and construction of signs over all non access easements, easement(s) over all the lands designated as private drainage easements and private easements shown on this plat, the maintenance responsibilities of which shall be those of the Developer, its 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.

Those easements designated as "GAS ESMT." are hereby irrevocably dedicated to PEOPLES GAS SYSTEMS, INC. its successors and assigns, for its non-exclusive use in conjunction with its underground gas system.

In witness thereof, New Berlin Road Development, Inc., a Florida Corporation has caused these presents to be signed by its Vice President  
This 7th Day of December, 2000.

New Berlin Road Development, Inc.  
A Florida Corporation

Witness: Marilyn Mohrman  
By: Marilyn Mohrman  
Print or type name:

James Putnal  
JAMES PUTNAL  
VICE PRESIDENT of New Berlin Road Development, Inc.  
a Florida Corporation

Witness: Sherry Hice  
By: Sherry Hice  
Print or type name:

Notary for New Berlin Road Development, Inc.

STATE OF FLORIDA, COUNTY OF DUVAL  
The foregoing instrument was acknowledged before me this 7th day of December, A.D., 2000 by James Putnal, as Vice President of New Berlin Road Development, Inc. a Florida Corporation, on behalf of the corporation who is personally known to me or who has produced as identification and who has/had not taken an oath.

By: Sherry Hice  
Notary Public State of Florida  
Type or print name: Sherry Hice  
My Commission Expires 3/30/04



**CLERK'S CERTIFICATE** 2001040272

Type or print name \_\_\_\_\_  
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 53 Pages 100 thru 100B of the Public Records of Duval County, Florida, this 21st day of February, A.D., 2001.

By: Jim Fuller  
Jim Fuller  
Clerk of the Circuit Court

By: Robin Faulstich  
Deputy Clerk

**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, this 16th day of FEBRUARY, A.D., 2001.

Debra Wilcox  
Debra Wilcox  
Director of Public Works

**PLAT CONFORMITY REVIEW**

This Plat has been reviewed and found in compliance with Part 1, Chapter 177, Florida Statutes, this 14th day of Feb., A.D., 2001.

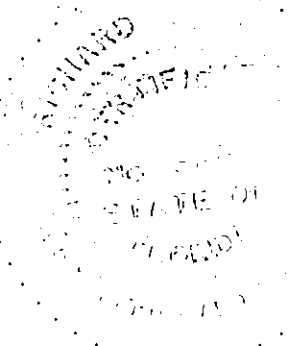
Glenn E. McGregor, P.L.S.  
Glenn E. McGregor, P.L.S.  
Professional Land Surveyor Number 4252

**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 616-17.003 F.A.C. and Section 654.110 Ordinance Code of the City of Jacksonville.

Signed and Sealed this 11th day of December, A.D., 2000

Richard A. Miller  
Richard A. Miller  
Florida Registered Land Surveyor  
and Mapper Certificate No. 3848



**WASHINGTON MUTUAL BANK, F.A.**

Witness: Maria Grandmont  
By: Maria Grandmont  
Print or type name:

Lisa Leger  
LISA LEGER  
ASSISTANT VICE PRESIDENT  
FOR WASHINGTON MUTUAL BANK, F.A.

Witness: Lori Frye  
By: Lori Frye  
Print or type name:

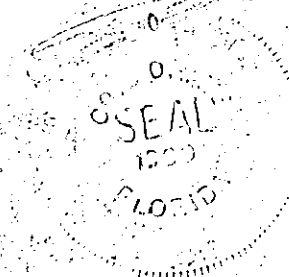
**NOTARY FOR WASHINGTON MUTUAL BANK, F.A.**

STATE OF FLORIDA, COUNTY OF DUVAL  
The foregoing instrument was acknowledged before me this 7th day of December, A.D., 2000 by Lisa Leger, Assistant Vice President of Washington Mutual Bank, F.A. on behalf of the bank who is personally known to me, or who has produced as identification and who has/had not taken an oath.

By: Lori Frye  
Notary Public State of Florida  
Type or print name: LORIFRYE  
My Commission Expires 7/30/02



P.S.D. # 2000-0004  
CITY DEVELOPMENT # 5036  
RICHARD A. MILLER & ASSOCIATES  
PROFESSIONAL LAND SURVEYORS  
6701 BEACH BLVD., SUITE #200 FAX (904) 721-5758  
JACKSONVILLE, FLORIDA 32216 TELE. (904) 721-1226



# Hickory Hill - Unit One

A portion of Section 35, Township 1 North, Range 27 East, City of Jacksonville, Duval County, Florida.

**GENERAL NOTES:**

- Denotes Set 4" x 4" Concrete Monument with Metal Plate, stamped "R. MILLER", Permanent Reference Monument, (P.R.M.)
- Denotes Set P.K. Nail and Brass Disk, stamped "R. MILLER", Permanent Control Point, (P.C.P.)
- Bearings shown hereon are based on the Southerly Right of Way line of NEW BERLIN ROAD as S 89°34'00" E.
- 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. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.
- All platted utility Easements shall provide that such 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.

7) 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. These Easements shall remain totally unobstructed by any permanent improvements which may 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 for replacement of such items.

8) Current Law provides that no Construction, Filling, Removal of Earth, Cutting of Trees or other Plants shall take place Waterward of the Jurisdictional Wetland Line as shown on this Plat without the approval of this County, and/or any other Federal, State or Local Governmental 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. The Jurisdictional Wetland Line shown hereon may be superceded and redefined at any time, by the appropriate Agency(ies).

9) The Easement(s) 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.

10) 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.

11) Lots fronting on two (2) streets may have vehicular access from one (1) street only.

12) The lands shown hereon lie within Flood Zone "X (White)" as depicted on the Flood Insurance Rate Map (FIRM), Federal Emergency Management Agency (FEMA) Community Panel Number 120077 0070 E, Map Revised: August 15, 1988.

13) 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.

