

North Creek - Unit Three-A

A portion of Section 2, of a Subdivision of the John Broward Grant, Section 37, Township 1 North, Range 27 East, City of Jacksonville, Duval County, Florida.

PLAT BOOK 56 PAGE 62

SHEET 1 OF 4 SHEETS.

CAPTION

A portion of Section 2, of a Subdivision of the John Broward Grant, Section 37, Township 1 North, Range 27 East, Duval County, Florida, being more particularly described as follows: BEGINNING at the Northeast corner of Tract "N" as shown on the plat of North Creek Unit Two, as recorded in Plat Book 55, Pages 77, 77A, 77B, 77C, 77D, 77E, 77F, 77G, 77H, 77I and 77J, of the Current Public Records of said County; thence along the Northernly boundary of said plot of North Creek Unit Two, the following three (3) courses and distances: Course No. 1: North 88°50'51" West, 211.95 feet; Course No. 2: North 84°05'02" West, 60.21 feet; Course No. 3: North 88°50'51" West, 526.36 feet; thence North 46°36'27" East, a distance of 264.52 feet; thence North 54°25'07" East, a distance of 99.78 feet; thence North 82°24'52" East, a distance of 138.87 feet; thence North 53°03'15" East, a distance of 28.92 feet; thence South 32°40'10" East, a distance of 39.74 feet; thence South 01°08'19" West, a distance of 90.51 feet; thence South 88°50'51" East, a distance of 140.00 feet; thence North 86°23'20" East, a distance of 60.21 feet; thence South 88°50'51" East, a distance of 100.00 feet; thence North 50°04'40" East, a distance of 157.18 feet; thence South 55°10'40" East, a distance of 263.64 feet; thence South 34°49'20" West, a distance of 34.39 feet; thence South 55°10'40" East, a distance of 140 feet, more or less, to the centerline of Dunns Creek; thence Southwesterly along the centerline of said Dunns Creek, a distance of 440 feet, more or less, to a point which lies South 01°09'13" West, from said Point of Beginning; thence North 01°09'13" East, a distance of 127 feet, more or less, to the POINT OF BEGINNING.

Containing 7.279 acres, more or less.

PLAT CONFORMITY REVIEW

This Plat has been reviewed and found in compliance with Part 1, Chapter 177, Florida Statutes, this 9th day of Jan A.D., 2004.

Glenn E. McGregor
Glenn E. McGregor, P.L.S.
Professional Land Surveyor Number 2252

CLERK'S CERTIFICATE 20040016440

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 62 of the Public Records of Duval County, Florida, this 16th day of January A.D., 2004.

By: *Jim Foy*
Clerk of the Circuit Court

By: *Frank Stall*
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 15th day of January A.D., 2004.

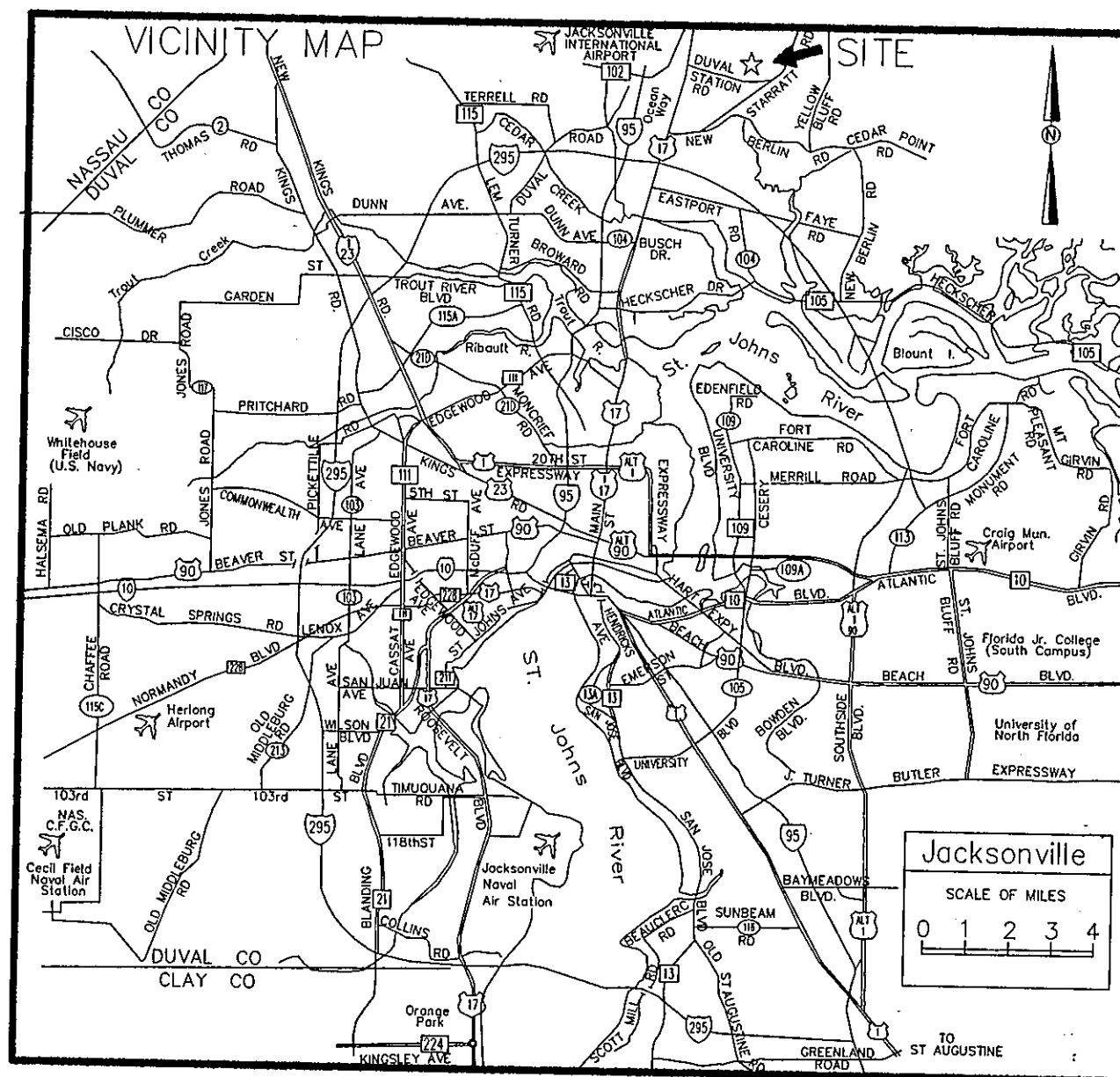
By: *Frank Stall*
Director of Public Works

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 22nd day of December A.D., 2003.

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



ADOPTION AND DEDICATION

This is to certify that Duval Station Developers, Inc., a Florida Corporation (Developer) is the owner of the lands described in the caption hereon known as North Creek - Unit Three-A, having caused the same to be surveyed and subdivided, and that Merchantile Bank 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. All roads and easements for drainage (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. Tracts "L-3A" and "N-3A" (Conservation Easements) shall remain privately owned and the sale and exclusive property of the Owners, their 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 Northcreek - Unit Three-A. 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, Duval Station Developers, Inc., a Florida Corporation has caused these presents to be signed by its Vice President
This 22nd Day of December, 2003.

Duval Station Developers, Inc.
A Florida Corporation

Witness: *James Putnal*
By: *James Putnal*
Print or type name: James Putnal

James Putnal
JAMES PUTNAL
VICE PRESIDENT of Duval Station Developers, Inc.
a Florida Corporation

Witness: *Stefany K. Sermon*
By: *Stefany K. Sermon*
Print or type name: Stefany K. Sermon

Notary for Duval Station Developers, Inc.

STATE OF FLORIDA, COUNTY OF DUVAL
The foregoing instrument was acknowledged before me this 22nd day of December A.D., 2003 by James Putnal, as Vice President of Duval Station Developers, Inc. a Florida Corporation, on behalf of the corporation who is personally known to me or who has produced Personally known as identification and who has/has not taken an oath.

By: *Stefany K. Sermon*
Notary Public State of Florida
Type or print name: Stefany K. Sermon
My Commission Expires Aug 12, 2005

Stefany K. Sermon
MY COMMISSION # DD048748 EXPIRES
August 12, 2005
BONDED THROUGH TROY FARM INSURANCE, INC.

P.S.D. # 99.022
CITY DEVELOPMENT # 4465.13
RICHARD A. MILLER & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
8701 BEACH BLVD., SUITE 4000
JACKSONVILLE, FLORIDA 32216
FAX (904) 721-5758
TELE (904) 721-1228

MERCHANTILE BANK

Witness: *Steve Meadows*
By: *Steve Meadows*
Print or type name: Steve Meadows

Steve Meadows
STEVE MEADOWS
SENIOR VICE PRESIDENT
OF MERCHANTILE BANK

Witness: *Stefany K. Sermon*
By: *Stefany K. Sermon*
Print or type name: Stefany K. Sermon

(BANK SEAL)

NOTARY FOR MERCHANTILE BANK

STATE OF FLORIDA, COUNTY OF DUVAL
The foregoing instrument was acknowledged before me this 22nd day of December A.D., 2003 by STEVE MEADOWS, SENIOR VICE PRESIDENT OF MERCHANTILE BANK, on behalf of the bank who is personally known to me or who has produced Personally known as identification and who has/has not taken an oath.

By: *Stefany K. Sermon*
Notary Public State of Florida
Type or print name: Stefany K. Sermon
My Commission Expires Aug 12, 2005

Stefany K. Sermon
MY COMMISSION # DD048748 EXPIRES
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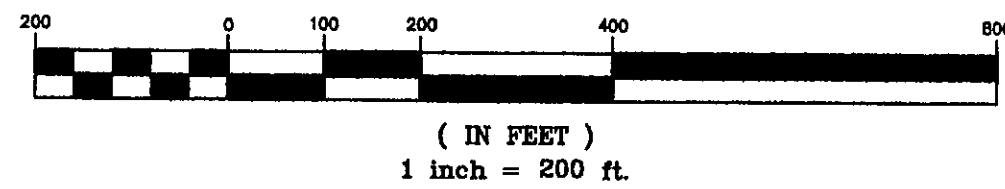
North Creek - Unit Three-A

A portion of Section 2, of a Subdivision of the John Broward Grant, Section 37, Township 1 North, Range 27 East, City of Jacksonville, Duval County, Florida.

PLAT BOOK 56 PAGE 62A

SHEET 2 OF 4 SHEETS.

GRAPHIC SCALE

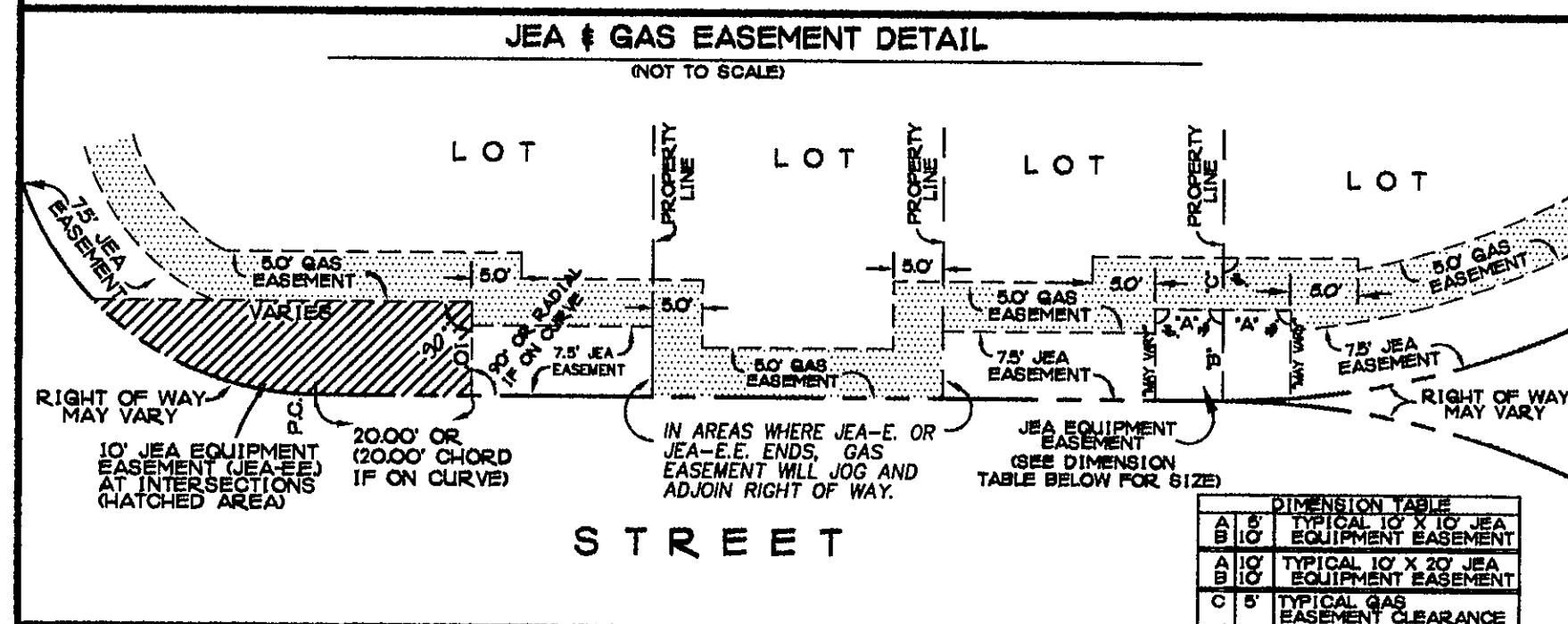
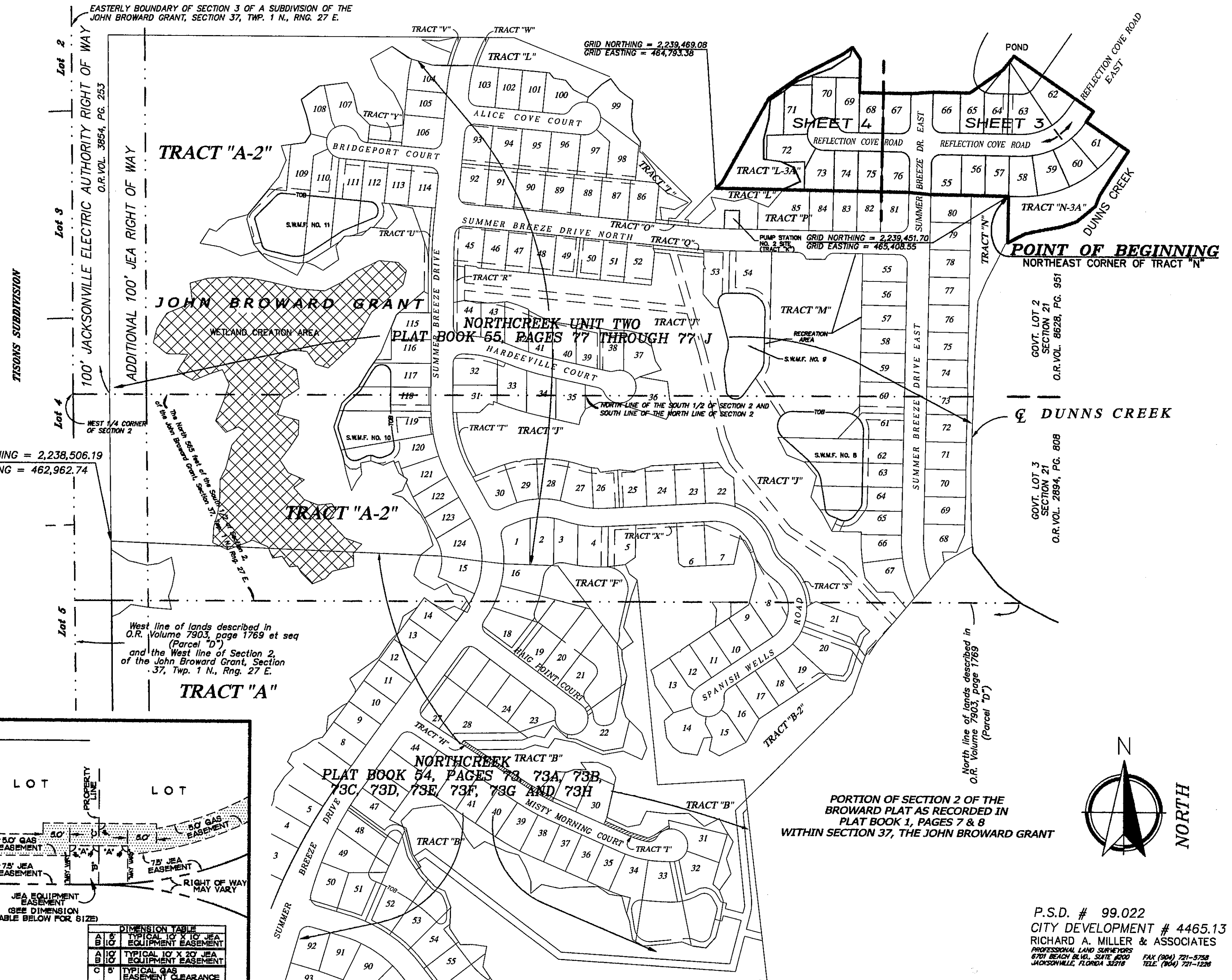


GENERAL NOTES:

- 1) Denotes Set 4" x 4" Concrete Monument with Metal Plate, stamped "R. MILLER", Permanent Reference Monument, (P.R.M.)
- 2) Denotes Set P.K. Nail and Brass Disk, stamped "R. MILLER", Permanent Control Point, (P.C.P.)
- 4) Bearings shown hereon are based on Florida State Plane, 1983/1988 datum.
- 5) 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.
- 6) 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 superseded 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 Zones "X" AND "AE" as depicted on the Flood Insurance Rate Map (FIRM), Federal Emergency Management Agency (FEMA) Panel Number Q157E Map Revised: August 15, 1989.
- 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.
- 14) Control co-ordinates shown are based on Florida State Plane, East Zone, 1983/1988 datum.

ABBREVIATIONS USED IN THIS PLAT	
ABBREVIATION	DEFINITION
P.C.	Point of Curvature
P.T.	Point of Tangency
P.R.C.	Point of Reverse Curvature
P.I.	Point of Intersection
C	Centerline
CL	Denotes Tabulated Curve Data
L1	Denotes Tabulated Line Data
ESMT.	Easement
R/W	Right of Way
U.D.E.	Unobstructed Drainage Easement
D.E.	Drainage Easement
O.R.V.	Official Records Volume
P.G.	Page
(P)	Per recorded PLAT
S.W.M.F.	Stormwater Management Facility

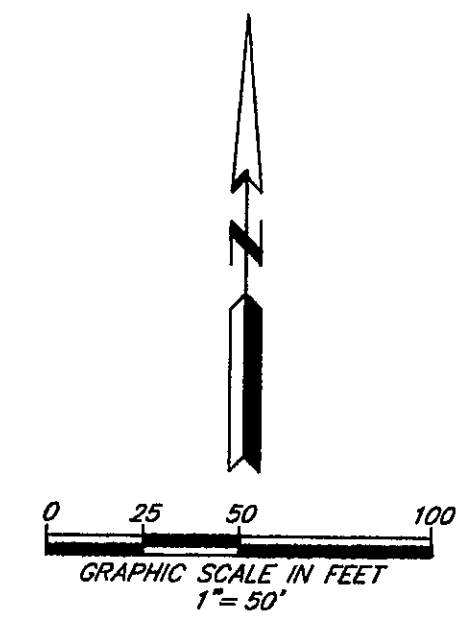
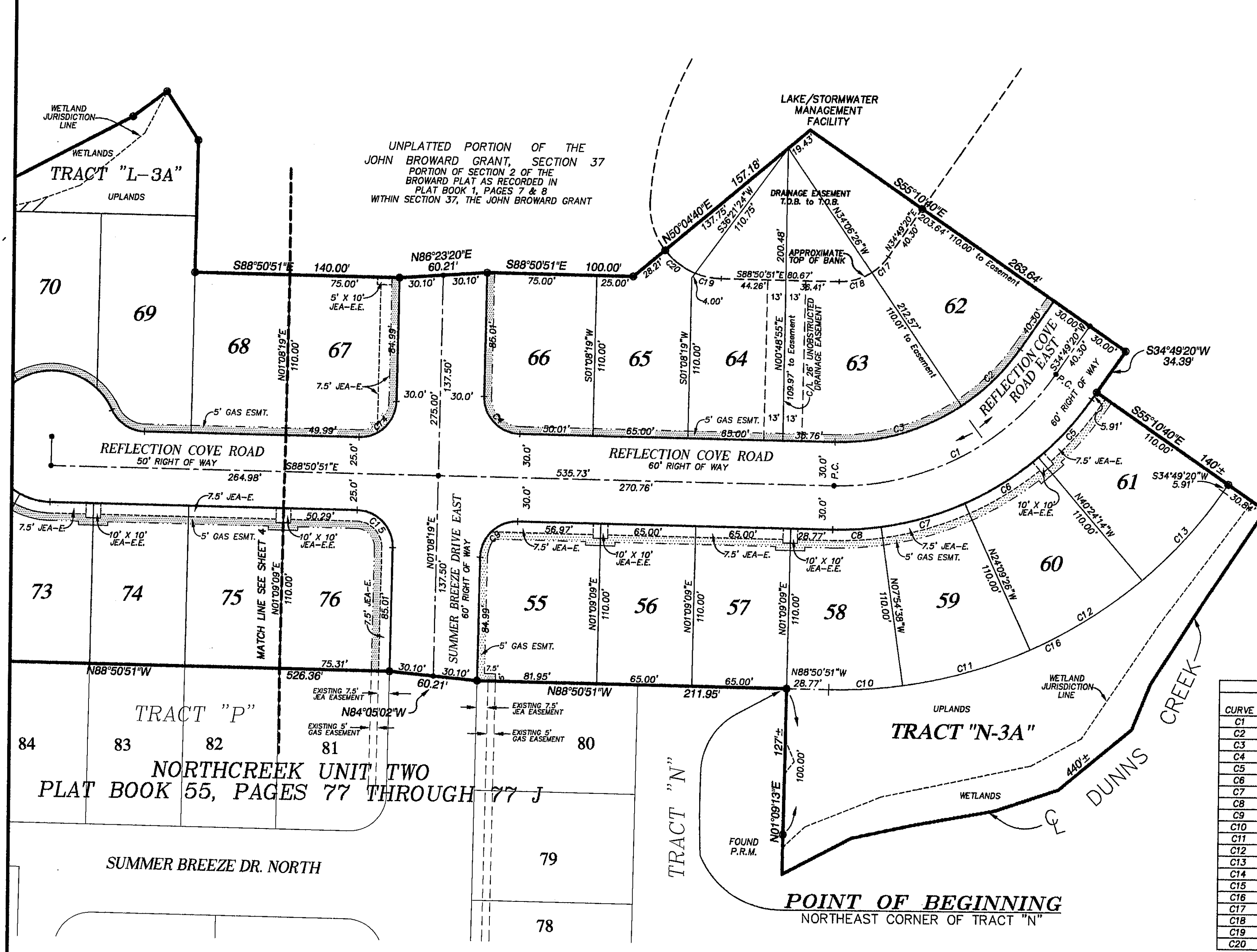
PORTION OF THE JOHN BROWARD GRANT, SECTION 37
PORTION OF SECTION 2 OF THE BROWARD PLAT AS RECORDED IN PLAT BOOK 1, PAGES 7 & 8
WITHIN SECTION 37, THE JOHN BROWARD GRANT



P.S.D. # 99.022
CITY DEVELOPMENT # 4465.13
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TELE (904) 721-1228

North Creek - Unit Three-A

A portion of Section 2, of a Subdivision of the John Broward Grant, Section 37,
Township 1 North, Range 27 East, City of Jacksonville, Duval County, Florida.



TABULATED CURVE DATA

CURVE	RADIUS	LENGTH	TANGENT	CHORD DISTANCE	CHORD BEARING	DELTA
C1	180.00'	176.97'	96.37'	169.93'	N62°59'14"E	56°19'50"
C2	150.00'	56.17'	28.42'	55.84'	N45°32'59"E	21°27'18"
C3	150.00'	91.30'	47.12'	89.90'	N73°42'54"E	34°52'32"
C4	25.00'	39.26'	24.99'	35.35'	S43°51'16"E	89°59'10"
C5	210.00'	54.15'	27.23'	54.00'	N42°12'33"E	14°46'26"
C6	210.00'	59.55'	29.97'	59.35'	N57°43'10"E	16°14'48"
C7	210.00'	59.55'	29.97'	59.35'	N73°57'58"E	16°14'48"
C8	210.00'	33.22'	16.64'	33.18'	N86°37'16"E	9°03'47"
C9	25.00'	39.28'	25.01'	35.36'	S46°08'44"W	90°00'50"
C10	320.00'	50.62'	25.36'	50.57'	N86°37'16"E	9°03'47"
C11	320.00'	90.74'	45.68'	90.43'	N73°57'58"E	16°14'48"
C12	320.00'	90.74'	45.68'	90.43'	N57°43'10"E	16°14'48"
C13	320.00'	82.51'	41.49'	82.29'	N42°12'33"E	14°46'26"
C14	25.00'	39.28'	25.01'	35.36'	N46°08'44"E	90°00'50"
C15	25.00'	39.26'	24.99'	35.35'	N43°51'16"W	89°59'10"
C16	320.00'	314.61'	171.33'	302.09'	N62°59'14"E	56°19'50"
C17	40.00'	15.72'	7.96'	15.62'	N46°04'42"E	22°30'45"
C18	40.00'	23.61'	12.16'	23.27'	N74°14'37"E	33°49'05"
C19	50.00'	18.22'	9.21'	18.12'	S78°24'34"E	20°52'34"
C20	50.00'	22.99'	11.70'	22.79'	S51°01'09"E	26°20'33"

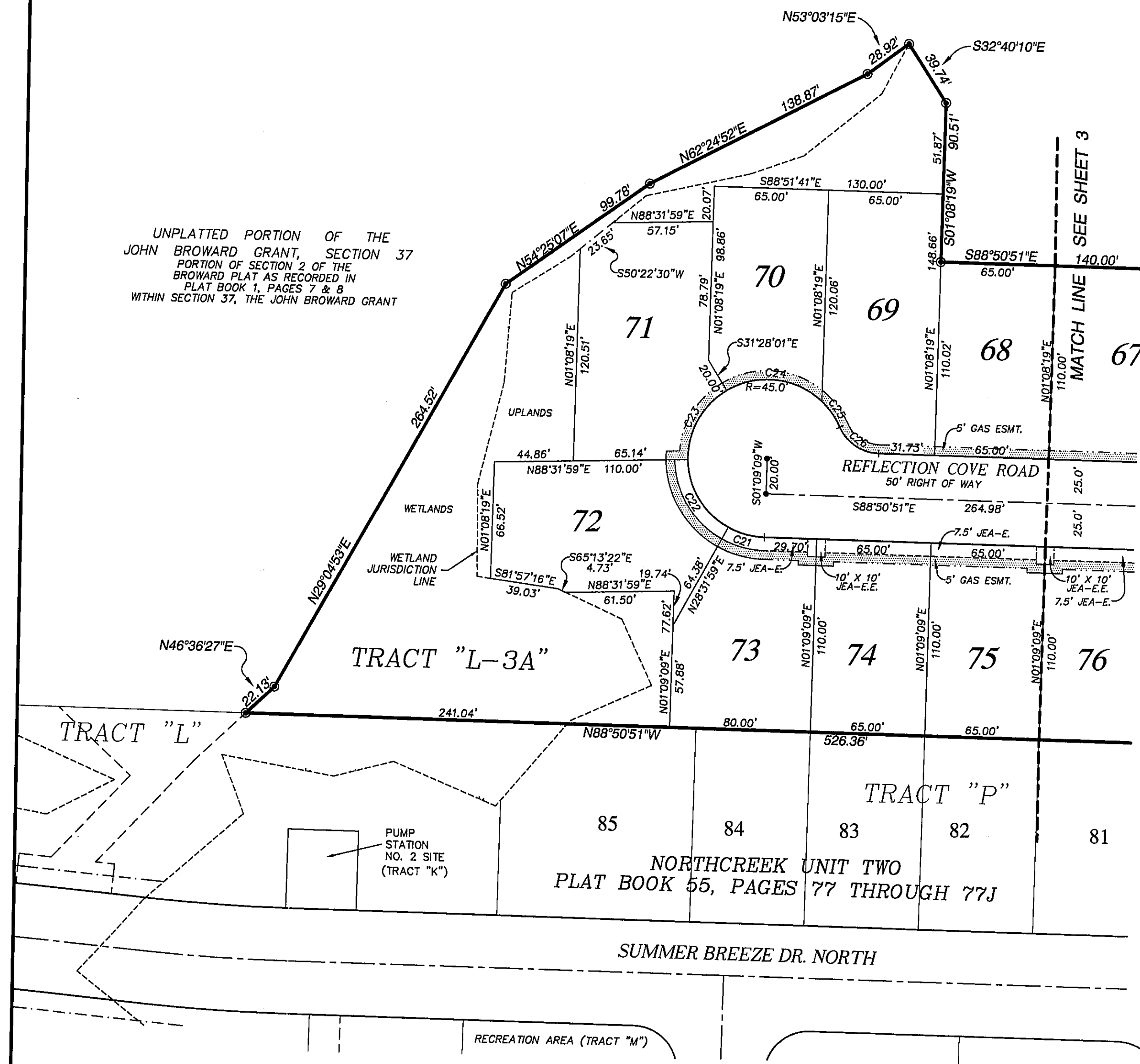
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6701 BEACH BLVD., SUITE 6000 L.R. No. 5189
JACKSONVILLE, FLORIDA 32216 Tel: (904) 721-5728 Fax: (904) 721-5228

North Creek - Unit Three-A

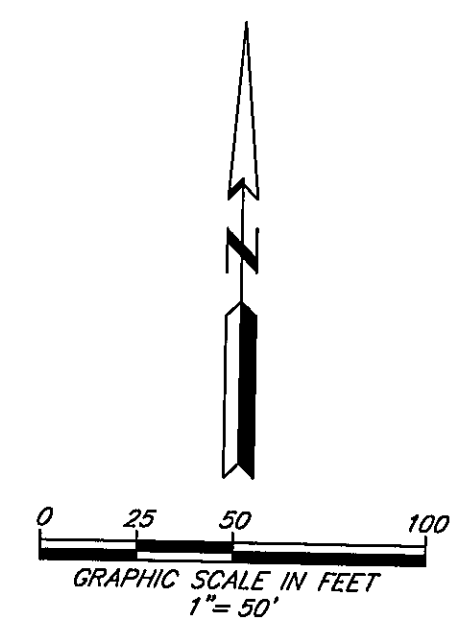
A portion of Section 2, of a Subdivision of the John Broward Grant, Section 37,
Township 1 North, Range 27 East, City of Jacksonville, Duval County, Florida.

PLAT BOOK 56 PAGE 62C

SHEET 4 OF 4 SHEETS
SEE SHEET 2 FOR NOTES



UNPLATTED PORTION OF THE
JOHN BROWARD GRANT, SECTION 37
PORTION OF SECTION 2 OF THE
BROWARD PLAT AS RECORDED IN
PLAT BOOK 1, PAGES 7 & 8
WITHIN SECTION 37, THE JOHN BROWARD GRANT



TABULATED CURVE DATA

CURVE	RADIUS	LENGTH	TANGENT	CHORD DISTANCE	CHORD BEARING	DELTA
C21	45.00'	21.50'	10.96'	21.30'	S79°09'26"E	27°22'50"
C22	45.00'	47.12'	25.98'	45.00'	S31°28'01"E	60°00'00"
C23	45.00'	47.12'	25.98'	45.00'	S28°31'59"W	60°00'00"
C24	45.00'	58.41'	34.14'	54.40'	N84°16'50"W	74°22'21"
C25	45.00'	17.96'	9.10'	17.84'	N35°39'34"W	22°52'12"
C26	25.00'	28.20'	15.81'	26.73'	S56°32'09"E	64°37'23"

NORTHCREEK UNIT TWO
PLAT BOOK 55, PAGES 77 THROUGH 77J

P.S.D. # 99.022
CITY DEVELOPMENT # 4465.13
RICHARD A. MILLER & ASSOCIATES
PROFESSIONAL LAND SURVEYERS, L.L.C. No. 3189
6701 BEACH BLVD., SUITE #200, JACKSONVILLE, FLORIDA 32216
Tel: (904) 721-5758 Fax: (904) 721-1228