

SARAH'S LANDING

A PORTION OF TRACTS 9, 11, AND 12, BLOCK 2, SECTION 28, TOWNSHIP 2 SOUTH, RANGE 25 EAST, JACKSONVILLE HEIGHTS, ACCORDING TO PLAT RECORDED IN PLAT BOOK 5, PAGE 93 IN THE CURRENT PUBLIC RECORDS OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

CAPTION:

LEGAL DESCRIPTION:

PARCEL 1: A PART OF TRACT 9, BLOCK 2, SECTION 28, TOWNSHIP 2 SOUTH, RANGE 25 EAST, JACKSONVILLE HEIGHTS, PLAT BOOK 5, PAGE 93, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID SECTION 28, AND THE SOUTHERLY LINE OF CRYSTAL SPRINGS ROAD; THENCE NORTH 89°47'15" EAST ALONG THE SOUTHERLY LINE OF CRYSTAL SPRINGS ROAD, A DISTANCE OF 467.71 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°47'15" EAST A DISTANCE OF 192.29 FEET, MORE OR LESS, TO THE EAST BOUNDARY LINE OF TRACT 9; THENCE SOUTH 01°04'50" WEST ON SAID BOUNDARY LINE, A DISTANCE OF 631.93 FEET; THENCE SOUTH 89°29'00" WEST, A DISTANCE OF 192.29 FEET; THENCE NORTH 01°04'50" EAST, A DISTANCE OF 633.37 FEET TO THE POINT OF BEGINNING.

PARCEL 2: THE SOUTH 796.00 FEET OF TRACT 11, BLOCK 2, SECTION 28, TOWNSHIP 2 SOUTH, RANGE 25 EAST, JACKSONVILLE HEIGHTS, ACCORDING TO PLAT RECORDED IN PLAT BOOK 5, PAGE 93, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, EXCEPT A STRIP OF LAND 15 FEET DEEP ALONG THE LINE OF THE PROPOSED ROAD TO BE DEDICATED FOR PUBLIC USE AS A THOROUGHFARE.

TOGETHER WITH:

THE SOUTH 550.00 FEET OF TRACT 12, BLOCK 2, SECTION 28, TOWNSHIP 2 SOUTH, RANGE 25 EAST, JACKSONVILLE HEIGHTS, ACCORDING TO PLAT RECORDED IN BOOK 5, PAGE 93, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF TRACTS 9, 11, AND 12, BLOCK 2, SECTION 28, TOWNSHIP 2 SOUTH, RANGE 25 EAST, JACKSONVILLE HEIGHTS, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 93 IN THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WESTERLY LINE OF SAID SECTION 28 WITH THE SOUTHERLY RIGHT OF WAY LINE OF CRYSTAL SPRINGS ROAD (A 60 FOOT RIGHT OF WAY), THENCE NORTH 89°37'14" EAST, ALONG LAST MENTIONED RIGHT OF WAY LINE, 467.79 FEET TO THE NORTHWEST CORNER OF PARCEL 1 AS DESCRIBED IN OFFICIAL RECORDS BOOK 11501, PAGE 160 OF SAID CURRENT PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°37'14" EAST ALONG SAID RIGHT OF WAY LINE AND ALONG THE NORTH LINE OF SAID PARCEL 1, 195.19 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 1, SAME BEING THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8022, PAGE 520 OF SAID PUBLIC RECORDS; THENCE SOUTH 01°06'17" WEST, ALONG THE WEST LINE OF LAST MENTIONED LANDS, 463.74 FEET TO THE SOUTHWEST CORNER THEREOF, SAME BEING THE NORTHWEST CORNER OF PARCEL 2 AS DESCRIBED IN OFFICIAL RECORDS BOOK 11501, PAGE 160 OF SAID CURRENT PUBLIC RECORDS; THENCE NORTH 89°45'47" EAST, ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8022, PAGE 520, 328.93 FEET TO THE SOUTHEAST CORNER THEREOF, SAME BEING THE NORTHEAST CORNER OF SAID PARCEL 2 AND A POINT ON THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11915, PAGE 1728 OF SAID PUBLIC RECORDS; THENCE SOUTH 00°58'28" WEST, ALONG SAID WEST LINE, SAME BEING THE EAST LINE OF SAID PARCEL 2, 241.74 FEET TO THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11915, PAGE 1728; THENCE NORTH 89°27'18" EAST, ALONG THE SOUTH LINE OF LAST MENTIONED LANDS, SAME BEING THE NORTH LINE OF THE SOUTH 550 FEET OF SAID TRACT 12, 326.77 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 00°46'22" WEST, ALONG THE EAST LINE OF SAID TRACT 12, 549.61 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 89°23'47" WEST, ALONG THE SOUTH LINE OF SAID TRACT 12 AND TRACT 11, 656.79 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 11, SAME BEING THE SOUTHWEST CORNER OF SAID PARCEL 2; THENCE NORTH 01°08'30" EAST ALONG THE WEST LINE OF SAID PARCEL 2, SAME BEING THE WEST LINE OF SAID TRACT 11, 655.93 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 1, SAME BEING THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 16915, PAGE 920 OF SAID PUBLIC RECORDS; THENCE SOUTH 89°39'44" WEST, ALONG THE NORTH LINE OF LAST MENTIONED LANDS, 197.98 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 1; THENCE NORTH 01°04'25" EAST, ALONG THE WEST LINE OF SAID PARCEL 1, 631.56 FEET TO THE NORTHWEST CORNER THEREOF AND THE POINT OF BEGINNING.

SAID LANDS CONTAIN 12.92 ACRES, MORE OR LESS.

ADOPTION AND DEDICATION

This is to certify that SEMDEV, Corp., a Florida Corporation, under the laws of the State of Florida, "Owner", is the lawful owner of the lands described in the Caption hereon, known as Sarah's Landing, 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.

All rights of way, unobstructed drainage easements and unobstructed drainage and access easements hereon are hereby irrevocably and without reservation dedicated to the City of Jacksonville, a Florida Municipal Corporation, its successors and assigns (City). The non-exclusive drainage easements over, under, across and through the stormwater management facilities shown on this plat are hereby irrevocably dedicated to the City of Jacksonville, 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 to discharge into said stormwater management facilities which these easements traverse, all water which may fall on or come upon the rights of way dedicated by this plat, together with all substances or water which may flow or pass from said rights of way, from the adjacent land or from any other source of public waters into or through said stormwater management facilities, without any liability whatsoever on the part of the City of Jacksonville 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.

(2) The Stormwater Management Facility as 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 stormwater management facility are the responsibility of Sarah's Landing Homeowners Association, Inc., its successors and assigns. The City of Jacksonville by acceptance of this plat assumes no responsibility whatsoever for said stormwater management facilities.

(3) The City of Jacksonville 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 Owner or any other person within the area of lands hereby platted, or of the stormwater management facilities shown on this plat, but shall have the right to maintain the water level in accordance with any State and local permits, including the repair, removal or replacement of the stormwater management facility and control structures to effect adequate drainage for the rights of way dedicated hereon.

The "Owner", its successors and assigns, owner of the lands described and captioned hereon, shall forever release, discharge, indemnify the City of Jacksonville and save it harmless from suits, actions, damages, liability and expense in connection with the 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 stormwater management facility described above, or any part thereof, occasioned wholly or in part by any act or omission of the Owner and Sarah's Landing Homeowners Association, Inc., their successors and assigns or their agents, contractors, employees, servants, licensees or concessionaries within Sarah's Landing. Sarah's Landing Homeowners Association, its successors and assigns, shall be subject to this release and indemnification and the covenants hereon shall run with the land described and captioned hereon.

All non-access easements shown hereon are hereby dedicated and shall remain privately owned and the sole and exclusive property of the Owner, its successors and assigns. The Owner does hereby reserve unto itself, its successors and assigns, a non-exclusive easement for landscaping and construction of signs over all non-access easements shown on this plat, the dedicated maintenance responsibilities of which shall be those of Sarah's Landing Homeowners Association, Inc., its successors and assigns.

Tracts "A" and "B" (Open Space) are hereby dedicated and shall remain privately owned and the sole and exclusive property of the "Owner", its successors and assigns.

Tract "C" (Lift Station) is hereby irrevocably dedicated to JEA, its successors and assigns.

Tract "B" (Landscape Buffer Tract) is hereby retained by the undersigned "Owner", its successors and assigns, provided however, the undersigned "Owner" reserves the right to convey title to said tract to an entity, including without limitation, a Property Owners' Association, or other third party that assumes all obligation of maintenance and operation thereof under this plat. Tract "B" shall be held and used by Owner, its successors and assigns, as a landscape buffer for the adjacent lift station in accordance with the requirements of Section 656.1223, City of Jacksonville Ordinance Code.

"Owner" hereby dedicates to JEA, its successors and assigns, a non-exclusive easement on, upon, over, and under Tract "B" (Landscape Buffer Tract), for electrical, water reuse, water, sewer, and other public utilities and ingress and egress in connection with JEA's use of Tract "C" (Lift Station).

"Owner", its successors and assigns, shall forever release, discharge, indemnify JEA and save it harmless from suits, actions, damages, liability and expenses that may be incurred in connection with property damage or personal injury, or any other damage arising from or out of any occurrence in, upon, at or from Tract "B" (Landscape Buffer Tract), or any part thereof, except to the extent arising from or incidental to JEA's use of Tract "C" (Lift Station) JEA's easement upon Tract "B" (Landscape Buffer Tract). Owner's successors and assigns shall be subject to this release and indemnification and the covenants hereon shall run with the land described and captioned hereon. JEA shall restore and/or replace any landscaping, ground cover and/or irrigation facilities disturbed by JEA in the exercise of its easement rights upon Tract "B" (Landscape Buffer Tract) with like-kind materials provided, however, that to the extent replacement of items such as large or mature trees is not reasonably feasible, JEA shall replace same with the closest reasonable replacement therefore.

All platted utility easements shall provide that such easements shall also be easement for the construction, installation, maintenance, and operation of cable television services, provided, however, no such construction, installation, maintenance, and 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. This section shall not apply to those private easements granted to or obtained by a particular electric, telephone, gas or other public utility. Such construction, installation, maintenance, and operation shall comply with the National Electric Safety Code as adopted by the Florida Public Service Commission.

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 systems.

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.

Upon failure of the Homeowners Association to the obligation of maintenance any other matters pertaining to said lake/stormwater management facilities as well as tracts and parcels for any use, the obligation would then fall equally on the lot owners as shown hereon said plat.

In witness thereof, Owner has executed this plat on the 26th day of JANUARY, 2018.

SEMDEV, Corp.
A Florida Corporation

By: SEMDEV, Corp.
JOHN A. SEMANIK, as its President

Witness:

Curtis Hart
(Signature)
Curtis Hart
(Print name)

Witness:

Meagan H. Perkins
(Signature)
Meagan H. Perkins
(Print name)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 26th day of January, 2018 by John A. Semanik, as President of SEMDEV, Corp., on behalf of the company. He is personally known to me or has produced a driver's license as identification.

Notary Public State of Florida

Name: Sharon Greene

My Commission Expires: 8/31/19

My Commission Number is: GG119297

PLAT BOOK 70 PAGE 172

SHEET 1 OF 4 SHEETS
SEE SHEET 2 OF 4 FOR GENERAL NOTES.

FIRST ATLANTIC BANK,
A FEDERAL SAVINGS BANK

The undersigned hereby certifies that it is the holder of the mortgage, lien or other encumbrance recorded in Official Records Book 17955, page 1454 of the Public Records of Duval County, Florida, and all modifications thereto ("mortgage"), encumbering the lands described in the caption hereon. The undersigned hereby joins and consents to the dedications by the owner of the lands described in the adoption and dedication section herein, and agrees that the mortgage shall be subordinated to said dedications.

WITNESS: Curtis Hart
(Signature)
Curtis Hart
(Print or Type Name)

First Atlantic Bank

By: Mikel E. McCarvey
(Signature)
Mikel E. McCarvey
as Senior Vice-President
First Atlantic Bank, a Federal Savings Bank

WITNESS: Erin A. Sweet
(Signature)
Erin A. Sweet
(Print or Type Name)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 24th day of JANUARY, 2018 by Mikel E. McCarvey as Senior Vice-President of First Atlantic Bank, a Federal Savings Bank. He is personally known to me or has produced a driver's license as identification.

Notary Public State of Florida

Name: Erin A. Sweet

My Commission Expires:

My Commission Number is:

Sarah's Landing Homeowners Association, Inc.
A Florida Corporation

By: Sarah's Landing Homeowners Association, Inc.
Curtis Hart, as its President

Witness:

John M. LeSnick
(Signature)
John M. LeSnick
(Print name)

Witness:

Meagan H. Perkins
(Signature)
Meagan H. Perkins
(Print name)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 24th day of JANUARY, 2018 by Curtis Hart as President of Sarah's Landing Homeowners Association, Inc., on behalf of the company. He is personally known to me or has produced a driver's license as identification.

Notary Public State of Florida

Name: Sharon Greene

My Commission Expires: 8/31/19

My Commission Number is: GG119297

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.

By: John Pappas
(Signature)
John Pappas, P.E.
Director of Public Works
Date: 2/16/18

CLERK'S CERTIFICATE

This is to certify that this plat has been examined and approved by the City of Jacksonville, Duval County, Florida, pursuant to Chapter 654, Ordinance Code, and is being recorded in Plat Book 70, Page 172, current Public Records of Duval County, Florida, this 16th day of FEB, 2018.

By: Debra W. Jansell
(Signature)
Debra W. Jansell
Clerk of the Circuit Court

By:

K.D. Jeffery

PLAT CONFORMITY REVIEW

This Plat has been reviewed and found in compliance with Part 1, Chapter 177, Florida Statutes, this 26th day of FEB, 2018.

W. Monroe Hazen, P. L. S.
(Signature)
W. Monroe Hazen, P. L. S.
Professional Land Surveyor Number 3398

PREPARED BY:
RICHARD A. MILLER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
6701 BEACH BLVD., SUITE #200
JACKSONVILLE, FLORIDA 32216
FAX (904) 721-5758
TELEPHONE (904) 721-1226
PUD NO. 2012-502
CITY DEVELOPMENT NO. 7334.006





