

CITY OF JACKSONVILLE FORM LDPM-PAD

Plat Adoption and Dedication

(LDPM Volume 1, Section 3.8)

PLAT ADOPTION AND DEDICATION LANGUAGE

The cover page of the plat shall include a dedication to the public or to a private entity, without reservation, of streets, highways, alleys, parks, parkways, easements, common areas, or other public or private places included within the plat. The dedication should include the language from the applicable sections provided below. Please note that this document is meant to be used as a template only. To the extent that the dedication language is inapplicable to the development, please amend language as necessary; provided however, that any amended language must be reviewed and approved by the City's Office of General Counsel.

ALL PLATS

This is to certify that *[insert name of owner]*, a *[insert the state of incorporation]* *[insert type of entity (e.g., corporation, limited liability company, partnership, etc.)]* ("Owner"), is the fee simple owner of the lands described in the caption hereon known as *[insert name of development]*, 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.

Upon failure of the Owner, homeowners association or other such entity that has assumed the obligation of maintenance pertaining to stormwater management facilities, tracts or easements to perform its obligations, the obligation of maintenance and any other matters pertaining to the lakes and stormwater management facilities as well as Tracts and Parcels for any common use would then fall equally on the owners of the lots as shown on this plat.

PUBLIC ROADS

All rights of way, unobstructed easements for drainage, access easements, sidewalk easements, and non-access easements as shown hereon are hereby irrevocably and without reservation dedicated to the City of Jacksonville, a Florida municipal corporation, its successors and assigns ("City").

PRIVATE ROADS

All rights of way, walkways, sidewalks, unobstructed easements for drainage, and non-access easements as shown hereon shall remain privately owned and the sole and exclusive property of Owner, its successors and assigns. 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, and also non-exclusive easement(s) over all the lands designated as private drainage easements shown on this plat, the maintenance responsibilities of which shall be those of the Owner, its successors, and assigns.

Owner, its successors and assigns, hereby grant to the present and the future owners of the lots shown on this plat and their guests, invitees, domestic help, delivery, pick-up, fire protection services, police and other authorities of the law, United States postal carriers, representatives of the utilities authorized by Owner, its successor sand assigns, to serve the land shown heron, holders of mortgage liens of such lands and such other persons as may be designated, the non-exclusive and perpetual right of ingress and egress over and across said private rights of way. Owner, its successor and assigns hereby reserves and shall have the sole and absolute right at any time with the consent of the City of Jacksonville, Florida to dedicate to the public all or part of the lands on this plat designated as private rights of way including all unobstructed easements for drainage.

The Owner, hereby irrevocably and without reservation dedicates to JEA, its successors and assigns, easements over, upon, and under all road rights of way designated hereon, for its non-exclusive use in conjunction with the installation, maintenance, and use of JEA utilities, together with the right of JEA, its successors and assigns, of ingress and egress to and over said road rights of way designated hereon.

STORMWATER FACILITIES SERVING PUBLIC ROADS

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 and are subject to the following covenants which shall run with the land:

- (1) The drainage easements hereby dedicated shall permit the City 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 on this plat, together with all substances or matter which may flow or pass from said rights of way; from 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 for any damage, injuries or loss to persons or property resulting from the acceptance or use of these drainage easements by the City.
- (2) The stormwater management facilities shown on this plat are owned in fee simple title by the owner, its successors and assigns, and all maintenance and any other matters pertaining to said stormwater management facilities are the responsibility of said owner, its successors and assigns. The City by acceptance of this plat assumes no responsibility whatsoever for said stormwater management facilities.
- (3) The City 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 the 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 facilities and the control structures to effect adequate drainage for the rights of ways dedicated hereon.

Owner, its successors and assigns of the lands described and captioned hereon, shall forever release, discharge, indemnify the City and save it harmless from suits, action, damages, 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 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 [insert name of development]. Owner's successors and assigns shall be subject to this release and indemnification and the covenants herein shall run with the land described and captioned hereon.

EASEMENTS WITHIN PUBLIC SUBDIVISIONS

All private easements and conservation easements shown hereon shall remain privately owned and the sole and exclusive property of Owner, its successors and assigns. 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, and also non-exclusive easement(s) over all the lands designated as private drainage easements shown on this plat, the maintenance responsibilities of which shall be those of the Owner, its successors, and assigns.

JEA (Verify with current "JEA Standard Plat Language" document)

Those easements designated as "JEA Utility Easements" are hereby irrevocably dedicated to JEA, its successors and assigns, for its non-exclusive use in conjunction with the installation, maintenance, and use of water reuse, water, sewer, and/or other public utilities; provided however, that no parallel utilities may be installed within said easements.

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 (a) in conjunction with its underground electrical system, and (b) for meters associated with water and/or sewer utilities; provided however, that no parallel utilities may be installed within said easements.

In witness thereof, Owner has executed this plat on the ____ day of _____, 20____.

Owner: _____

Signed in the presence of:

By: _____

Signature: _____

Print Name: _____

Print Name: _____

Its: _____

Signature: _____

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____day of _____, 20____, by _____, of _____, a _____, on behalf of the _____. Such person is personally known to me or produced _____ as identification.

(Notary Public Signature)

(Printed Notary's Name)

(NOTARY SEAL)

My Commission Expires: _____