

APPROVED
DATE 1-20-64
BY: James Adams
COUNTY ENGINEER
Henry Blount
COUNTY ATTORNEY

LAKE PARK ESTATES Unit 6

DUVAL COUNTY, FLORIDA

BOOK 32 PAGE 88
SHEET 1 of 2 SHEETS

TAXES VERIFIED
BY: R.L.D.

CAPTION

BEING A SUBDIVISION OF A PART OF LOT 19 AS SHOWN ON THE PLAT OF THE ESTATE OF J.A. PICKETT RECORDED IN PLAT BOOK 8, PAGES 44 AND 45 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 3, BLOCK 8 AS SHOWN ON THE PLAT OF LAKE PARK ESTATES UNIT 4 RECORDED IN PLAT BOOK 32, PAGES 1 AND 1A OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, THENCE THE FOLLOWING TWELVE COURSES ALONG THE EASTERLY BOUNDARY OF SAID PLAT OF LAKE PARK ESTATES UNIT 4 NORTH 30°51'46" WEST 110.0 FEET; NORTH 22°19'54" WEST 60.67 FEET; NORTH 30°51'46" WEST 176.54 FEET; NORTH 28°33' WEST 76.72 FEET; NORTH 54°55'11" EAST 39.21 FEET; NORTH 54°58'55" EAST 42.86 FEET; NORTH 61°22'23" EAST 54.43 FEET; NORTH 68°31'30" EAST 54.43 FEET; NORTH 64°08'33" EAST 120.94 FEET; NORTH 49°30'39" EAST 136.61 FEET; NORTH 8°36'50" EAST 61.96 FEET; NORTH 28°35' EAST 216.36 FEET TO THE SOUTHWESTERLY LINE OF LOT 22, BLOCK 7 AS SHOWN ON THE PLAT OF LAKE PARK ESTATES UNIT 3 RECORDED IN PLAT BOOK 31, PAGES 64 AND 64-A OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 61°25' EAST ALONG SAID SOUTHWESTERLY LINE OF LOT 22, BLOCK 7, 24.66 FEET TO THE MOST SOUTHERLY

CORNER THEREOF; THENCE THE FOLLOWING THREE COURSES ALONG THE SOUTHEASTERLY BOUNDARY OF SAID PLAT OF LAKE PARK ESTATES UNIT 3, NORTH 28°35' EAST 37.86 FEET; NORTH 38°47'30" EAST 146.24 FEET; NORTH 47°35' EAST 587.13 FEET TO THE MOST WESTERLY CORNER OF LOT 70, BLOCK 7 AS SHOWN ON THE PLAT OF LAKE PARK ESTATES UNIT 5 AS RECORDED IN PLAT BOOK 32, PAGE 48 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE THE FOLLOWING SIX COURSES ALONG THE BOUNDARY LINE OF SAID PLAT OF LAKE PARK ESTATES UNIT 5; SOUTH 40°12'30" EAST 217.89 FEET; SOUTH 43°12'49" EAST 60.08 FEET; SOUTH 30°51'46" EAST 101.90 FEET; NORTH 59°08'14" EAST 110.0 FEET; NORTH 18°50'21" EAST 78.67 FEET; NORTH 59°08'14" EAST 110.0 FEET TO THE MOST NORTHWESTERLY CORNER OF THAT CERTAIN 40 FOOT RIGHT OF WAY DEEDED TO DUVAL COUNTY FOR DRAINAGE AND UTILITIES AND DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS VOLUME 996 PAGE 189 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE THE FOLLOWING TWO COURSES ALONG THE SOUTHWESTERLY AND NORTHWESTERLY RIGHT OF WAY LINE OF SAID 40 FOOT RIGHT OF WAY FOR DRAINAGE AND UTILITIES SOUTH 30°51'46" EAST 430.0 FEET; SOUTH 59°08'14" WEST 1768.67 FEET TO THE POINT OF BEGINNING.

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT DUVAL REALTY CORP., A CORPORATION UNDER THE LAWS OF THE STATE OF FLORIDA, IS THE LAWFUL OWNER OF THE LANDS DESCRIBED IN THE CAPTION AND THAT SAID OWNER HAS CAUSED SAID LANDS TO BE SURVEYED AND SUBDIVIDED AND THAT THIS PLAT MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS THE TRUE AND CORRECT PLAT OF SAID LANDS AND ALL DRIVES, EASEMENTS AND RIGHTS OF WAY FOR DRAINAGE AND UTILITIES SHOWN ON SAID PLAT ARE HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATED TO THE COUNTY OF DUVAL, FLORIDA AND ITS SUCCESSORS.

IN WITNESS WHEREOF, DUVAL REALTY CORP. HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT AND ITS SECRETARY BY AND WITH AUTHORITY OF ITS BOARD OF DIRECTORS AND WITH ITS CORPORATE SEAL AFFIXED THIS 11TH DAY OF JANUARY A.D. 1964.

SIGNED AND SEALED
IN THE PRESENCE OF:

Claris L. Ray
Thomas C. Jamison Jr. WITNESSES

DUVAL REALTY CORP.

George H. Weiland
PRESIDENT
Palma R. Weiland
SECRETARY

STATE OF FLORIDA COUNTY OF DUVAL

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, GEORGE H. WEILAND AND PALMA R. WEILAND, RESPECTIVELY PRESIDENT AND SECRETARY OF DUVAL REALTY CORP. A CORPORATION UNDER THE LAWS OF THE STATE OF FLORIDA TO ME WELL KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND WHO SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR FREE ACT AND DEED AS SUCH OFFICERS FOR THE USES AND PURPOSES THEREIN EXPRESSED AND THAT THEY AFFIXED THERETO THE OFFICIAL SEAL OF SAID CORPORATION AND THE DEDICATION IS THE ACT AND DEED OF SAID CORPORATION.

WITNESS MY SIGNATURE AND OFFICIAL SEAL AT JACKSONVILLE, DUVAL COUNTY, FLORIDA THIS 11TH DAY OF JANUARY A.D. 1964.

Walter J. Ray
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES: SEPT. 11, 1966

SURVEYORS CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT IS A CORRECT REPRESENTATION OF THE LANDS SURVEYED, PLATTED AND DESCRIBED ABOVE AND THAT PERMANENT REFERENCE MONUMENT HAVE BEEN PLACED AS SHOWN THEREON ACCORDING TO THE LAWS OF THE STATE OF FLORIDA AND THAT ALL DUVAL COUNTY ZONING RULES AND REGULATIONS HAVE BEEN COMPLIED WITH.

SIGNED THIS 11TH DAY OF JANUARY A.D. 1964.

Walter J. Ray
REGISTERED SURVEYOR CERTIFICATE NO. 707

EXAMINED AND APPROVED

THIS 20TH DAY OF JANUARY A.D. 1964 BY THE BOARD OF COUNTY COMMISSIONERS OF DUVAL COUNTY, FLORIDA

Stubbs Warren CHAIRMAN
S. Morgan Slaughter CLERK

BY: Percy M. Smith
DEPUTY CLERK

OFFICIAL SEAL
JAN 21 1964

64- 3919

THIS IS TO CERTIFY

THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH CHAPTER No. 10275, LAWS OF THE STATE OF FLORIDA OF 1925 AND IS FILED FOR RECORD AND RECORDED IN PLAT BOOK 32 PAGES 88-88A OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA THIS 21ST DAY OF JANUARY A.D. 1964

S. Morgan Slaughter CLERK
BY: E. Blount DEPUTY CLERK

NOTARY PUBLIC
WALTER J. RAY
STATE OF FLORIDA

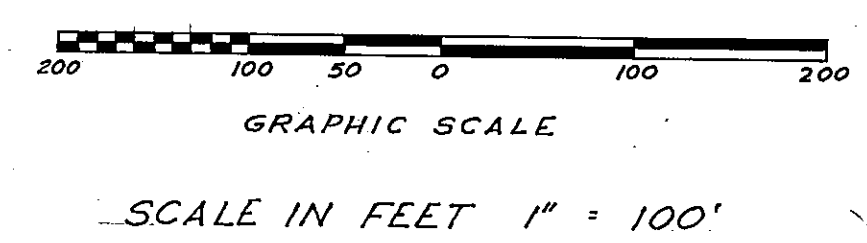
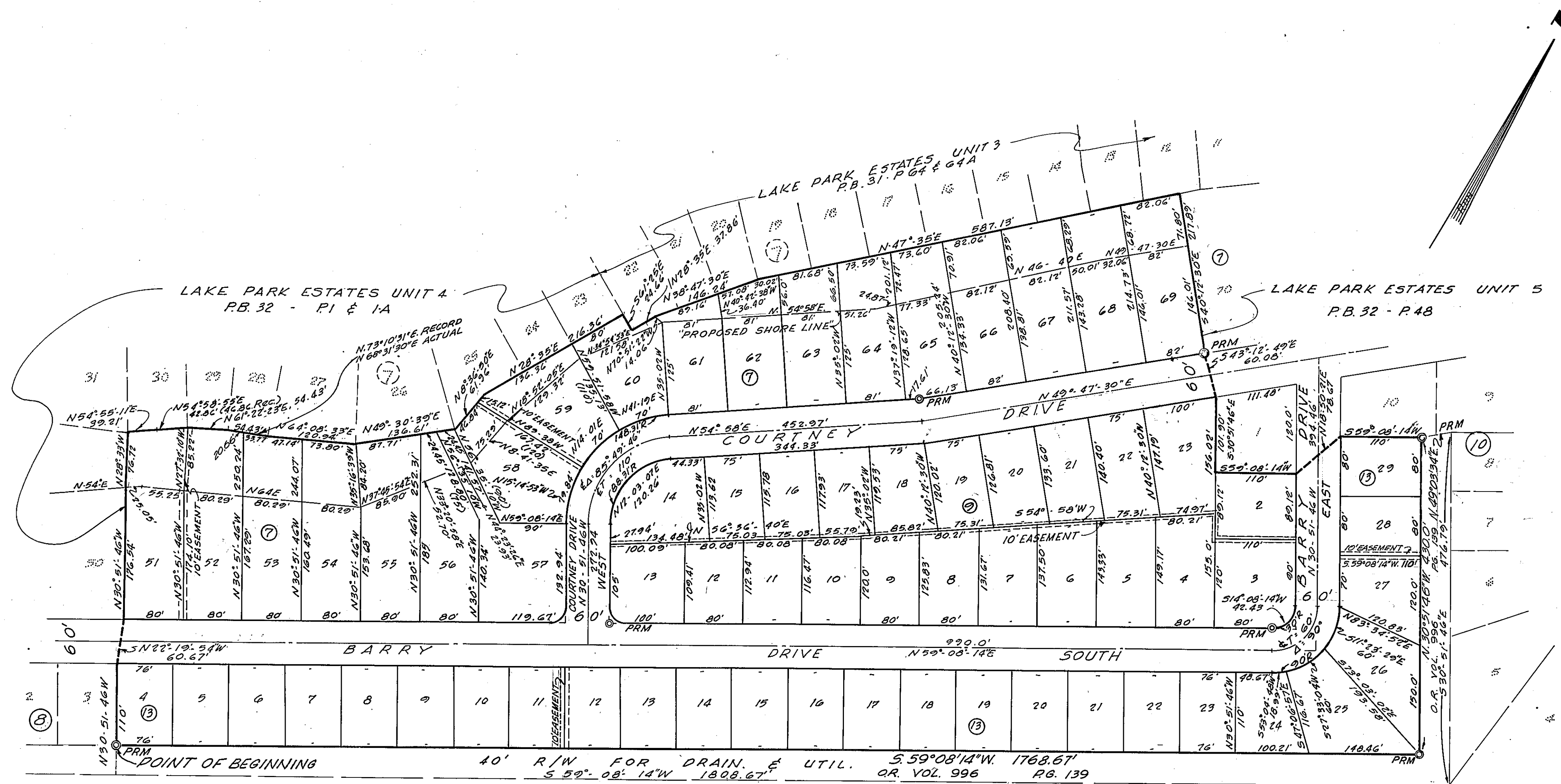
OFFICIAL SEAL
JAN 21 1964

LAKE PARK ESTATES Unit 6

DUVAL COUNTY, FLORIDA

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NOTES:
 © DENOTES PERMANENT REFERENCE MONUMENTS.
 BUILDING LINES ARE 25' FROM ALL STREET LINES.
 ALL EASEMENTS SHOWN HEREON ARE FOR DRAINAGE AND UTILITIES.
 BEARINGS AND DISTANCES SHOWN ON CURVES ARE CHORD BEARINGS AND DISTANCES.
 DASHED LINE LABELED "PROPOSED SHORE LINE" IS ALSO A DIMENSION LINE.
 ALL RADII NOT SHOWN ARE 25 FEET.
 DISTANCES SHOWN ON ROUNDED BLOCK ARE TO STREET LINE INTERSECTIONS.

SEWAGE DISPOSAL AGREEMENT

WHEREAS, RIBAULT SANITARY COMPANY, of Jacksonville, Duval County, Florida, Party of the First Part, is the owner of a sanitary sewage disposal system; and

DUVAL REALTY CORPORATION, a Florida Corporation, Party of the Second Part, is the owner of all the lands situate and lying in Duval County, Florida, to-wit:

All of Unit 6, LAKE PARK ESTATES, as recorded in Plat Book 32, Pages 88 and 88A, Official Records of Duval County, Florida.

WHEREAS, said land is located outside the corporate limits of any municipality having a sanitary sewage disposal plant, and septic tanks will not be approved by the State Board of Health, and said land cannot be utilized as home sites unless an adequate system for the disposal of sewage is operated for the use of said land; and

WHEREAS, the party of the first part at the request of the party of the second part has constructed a sanitary sewage disposal plant to serve the residences to be erected on said land and has agreed to maintain and operate the same for the use, benefit and convenience of the residential lots of said land; and

WHEREAS, in order to protect the party of the first part and to guarantee the prompt payment of a reasonable charge for such sanitary sewage disposal service, the party of the second part as a part of the consideration for the conveyance which will be hereafter made, have covenanted and agreed to and with the party of the first part, its successors and assigns, that the charge to be made for such service will constitute a lien on the property until paid;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants of the parties hereto, it is covenanted and agreed as follows:

1. The party of the first part covenants and agrees that it will maintain and operate said sanitary sewage disposal system and that it will furnish to each residential lot or plot adequate sanitary sewage disposal.
2. The party of the second part covenants and agrees that the party of the first part may make a reasonable charge for said sanitary sewage disposal service not to exceed \$2.50 per month per of each single lot/~~ex~~ living unit or such greater amount as a majority of the property owners served by said system may from time to time authorize (each living unit to have one vote regardless of the number of owners of one unit or the number of units owned by one owner.) The party of the second part reserves the right to negotiate the charges for said sanitary sewage disposal service on those units which may be constructed for commercial business occupancy. The parties hereto further agree that it is their mutual intention and desire that party of the first part derive a fair and reasonable profit and ~~continuing income from the operation of said system and that there-~~fore changes in the economic situation should not be permitted to deprive party of the first part of said fair and reasonable profit and continuing income. In the event a majority of the property owners served by said system refuse to grant a request of the party of the first part for an increase or increases, then party of the second part agrees that party of the first part may by proper petition to a court of competent jurisdiction, seek judicial relief by said court determining and fixing a fair and reasonable charge on the basis of the economic circumstances then existing. Party of the second part covenants and agrees, for itself, its successors, grantees and assigns, that said charge shall be promptly paid as the same becomes due. The party of the second part further cove-

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nants and agrees that the aforesaid promise to pay is made for the benefit of the above described land and is connected therewith, and shall constitute a covenant running with said land and binding upon the party of the second part, its successors, grantees and assigns.

3. The party of the second part further covenants and agrees that the party of the first part, its successors and assigns, shall have the right and power to bring all actions against the aforesaid properties or any part thereof for the collection of such charge and to enforce the aforesaid lien therefor.

4. It is further covenanted and agreed that the said charge shall be due and payable monthly in advance.

5. In order to provide an accurate record of the charges secured by the lien aforesaid which from time to time shall remain unpaid, the party of the first part covenants and agrees that it, will, on or before the 15th day of March in each year file in the office of the Clerk of the Circuit Court of Duval County, Florida, a list of all properties against which there remain any charges for said sanitary sewage disposal service secured by said lien which is unpaid at the end of the calendar year immediately preceding said date. As to all properties not appearing on said list, it shall be conclusively presumed that all charges made by the party of the first part through the calendar year next preceding the date of said certificate have been paid or waived; provided however, that waiver of the lien against any property through omission to include it in said list shall not be deemed to be a waiver of said lien as to all charges made subsequent to the date covered by said certificate. The party of the first part further covenants and agrees that it will give to the owner of any lot or plat in said land or to the holder of any mortgage encumbering any such lot or plot, at all reasonable times, a statement showing the date to which all charges made hereunder have been paid and the lien hereby reserved satisfied. the party of the

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second part further covenants and agrees that the lien for unpaid charges herein provided for shall include a fee of \$10.00 for cost of filing said lien in addition to said unpaid charges for sewage services, said fee to be so added and included, and due and payable, as to each property against which the party of the first part files on or before the 15th day of March in each year a notice of unpaid charges as provided for in this paragraph numbered 5. In the event it shall be necessary for the party of the first part to file foreclosure proceedings to enforce its lien herein provided for, party of the second part for itself, its successors, grantees and assigns, agrees to pay all and single the costs, charges and expenses, including reasonable lawyer's fees, lawyer's disbursements and costs of abstracts of title incurred or paid at any time by the party of the first part in connection with or because of said foreclosure proceedings.

6. In the event the sanitary sewage disposal plant and the properties the party of the first part shall be acquired for the purpose of operating by any duly constituted governmental authority, then, in that event, the obligation of the party of the first part to render the service aforesaid shall cease and terminate and said party shall immediately thereafter by proper instrument, release the above described property from the covenant to pay running with the land; and in the event of its failure to or refusal to make such release, any court of competent jurisdiction, upon determining the existence of the conditions mentioned above may by its decree cancel the said lien.

7. The party of the second part further covenants and agrees that in all conveyances of any part of the property hereinabove described, it will insert in the instrument of conveyance substantially the following:

"This conveyance is made subject to that certain lien

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and covenant running with the land as contained in instrument recorded in Club # 64-19905, current public records and the grantees by the acceptance of this instrument covenant and agree that the property herein described is subject to the terms of said instrument."

8. It is specifically understood and agreed by the parties hereto that this agreement shall not alter the ownership of the mains, lateral lines, pipes and rights of way and any and all other physical facilities and legal rights constituting a part of said sewage disposal system, now or hereafter laid, constructed or acquired, all of which shall be the property of the party of the first part, and its successors in title. Party of the second part for itself and its successors, grantees and assigns hereby expressly consents to the conveyance of said sewage system by the party of the first part to Title & Trust Company of Florida, as Trustee, as recorded in public records in Deed Book 1742, page 271 and party of the second part hereby agrees that it and its successors in interest will be bound by the terms of said trust conveyance and any amendments thereto the same as though it had been party thereto. Party of the second part, for itself and its successors in interest, agrees that notice to or service of process upon the Trustee by party of the first part shall constitute notice to or service upon party of the second part, and its respective successors in interest, for any purpose or legal proceedings in connection with or arising out of the provisions of this agreement, except in foreclosure proceedings to enforce the lien herein provided for. Party of the second part further covenants and agrees that the lien reserved herein to secure said monthly charge for sewage disposal service shall inure to the benefit of said Trustee and its successors if and when said Trustee or its successors shall

be operating said sewage disposal system.

9. Prior to the enforcements of any lien for the non-payment of any charge made for such sanitary sewage disposal services, the holder of any mortgage encumbering any lot or plot on such land shall be notified of the delinquency of such charge and shall have the right, without the obligation to pay the charge made for such sanitary sewage disposal service and be subrogated to the rights of the party of the first part, its successors and assigns, and shall be entitled to add the amount so paid to the mortgage indebtedness and recover the same, together with interest at the rate provided in such mortgage.

10. Party of the first part shall not be liable for failure to supply sewage disposal service due to broken pipes, failure of equipment, flood, or to any other matters beyond its control; however, party of the first part will use all reasonable efforts to resume sewage disposal service without unnecessary delay, but the duty of the party of the first part to keep sewage disposal pipes in order shall extend only to the outside line of the property of the individual lot owners and their successors in title.

11. The lien for which provision is made herein shall be a continuing lien to each lot or building plot for all charges that shall accrue for services to such lot or plot as herein provided, and which shall not have been paid or waived, and such lien shall be superior to all other liens not recorded in public records prior to the recordation hereof, except, however, that the lien for all charges that shall accrue as to any lot or plot for sewage services rendered hereunder during the period commencing with the time of recordation of any FHA or VA insured or guaranteed mortgage and continuing until said mortgage is paid and satisfied or terminated or extinguished by foreclosure sale or conveyance in lien of fore-

closure shall be inferior to or subordinate to the lien of the FHA or VA insured or guaranteed mortgage. A foreclosure of an FHA or VA insured or guaranteed mortgage encumbering any lot or plot shall not extinguish the lien for which provision is made herein for all charges for services as herein provided, which are furnished subsequent to the foreclosure sale. Further the charge and lien herein provided for shall not accrue against any living unit during such months as such living unit is wholly vacant and unoccupied.

12. Without waiving its other rights or remedies herein granted and reserved, party of the first part, as its option may discontinue sewage disposal service to any individual property if the charge for such service are not paid within five days after same are due and if any such service is discontinued by reason of failure to pay such charges, party of the first part reserves the right to refuse to restore sewage disposal service to such property unless there is first paid to party of the first part all delinquent charges for prior service plus a fee of \$50.00 for restoration of the sewage disposal service. This agreement shall be binding upon the parties hereto and upon their respective successors, grantees and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 20th day of March
A. D. 1964.

signed, sealed and delivered
in the presence of:

Thomas H. Green

John H. Green

RIBAULT SANITARY COMPANY

By J. M. Perkins
President

Attest:

Sara L. Perkins
Secretary

(CORPORATE SEAL)

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Sham H. Sheen

Ida Strauss

DUVAL REALTY CORPORATION

By George H. Weiland
President

Attest:

Palma R. Weiland
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF DUVAL

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared J. M. PERKINS and SARA L. PERKINS, well known to me to be the President and Secretary, respectively, of Ribault Sanitary Company, the corporation named in the foregoing agreement, and that they severally acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily, under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 20th day of March, A. D. 1964.

Sham H. Sheen
Notary Public, State of Florida
My Commission expires 8-4-66

STATE OF FLORIDA
COUNTY OF DUVAL

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared GEORGE H. WEILAND and PALMA R. WEILAND, well known to me to be the President and Secretary, respectively of Duval Realty Corporation, the corporation named in the foregoing agreement, and that they severally acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily, under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 20th day of March, A. D. 1964.

64-19905

3 9 25 AM '64

Sham H. Sheen
Notary Public, State of Florida
My Commission expires 8-4-66