

SPENCER'S LAKE UNIT ONE

Sections 3 + 4, Township 4 South, Range 25 East, Clay County, Florida.
21.58 Acres. *

C+R
1553 Pg. 1361

PLAT BOOK 27 PAGE 66

SHEET 1 OF 5 SHEETS

TYPE I SUBDIVISION * RE * ZONE

Electric service provided by Clay Electric Co-operative.
Water and sewer service provided by Clay County Water and Sewer Authority.

OWNER
Spencer's Lake Joint Venture
P.O. Box 60, Orange Station
Jacksonville, Florida

ENGINEER
A. Lucie & Associates
10475 Fortaine Parkway
Jacksonville, Fla.

SURVEYOR
Eland & Associates, Inc.
615 Blanding Blvd.
Orange Park, FL

LAND USE
ZONING AREA RE
No. LOTS 2158 AC.
No. LOT SIZE 77
No. LOT SIZE 5808 Sq. Feet

CAPTION

Being a subdivision of a parcel of land consisting of a portion of the Northwest 1/4 of Section 3 and a portion of the Northeast 1/4 of Section 4, Township 4 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows:
Begin at the northwest corner of said Section 3;
Thence on the north line thereof South 89 degrees 49 minutes 47 seconds East, 1320.20 feet;
Thence South 00 degrees 25 minutes 46 seconds West, 723.35 feet;
Thence North 89 degrees 49 minutes 47 seconds West, 1055.07 feet;
Thence North 69 degrees 35 minutes 26 seconds West, 130.94 feet;
Thence North 49 degrees 16 minutes 27 seconds West, 55.42 feet;
Thence North 70 degrees 41 minutes 19 seconds West, 65.62 feet;
Thence North 81 degrees 43 minutes 58 seconds West, 43.73 feet to the easterly line of Cheswick Oak Avenue;
Thence on said easterly line and on the arc of a curve concave westerly and having a radius of 600.00 feet, run a chord bearing and distance of North 04 degrees 20 minutes 54 seconds East, 82.01 feet;
Thence continue on said easterly line North 00 degrees 25 minutes 46 seconds East, 532.55 feet to the Point of Beginning.
Being 21.58 acres, more or less, in area.

ADOPTION AND DEDICATION

This is to certify that Spencer's Lake Joint Venture, a Florida Joint Venture, governed by Chapter G20, Florida Statutes, hereinafter "Dedicator", is the lawful owner of the lands described in the caption hereon, known as SPENCER'S LAKE UNIT ONE, 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. Waters View Circle as shown hereon, hereinafter the "Streets", and all easements for drainage utilities and sewers, unobstructed easements and non-access easements as shown hereon are hereby irrevocably dedicated to Clay County, its successors and assigns, and are subject to the following covenants which shall run with the lands.

The Dedicator, its successors and assigns, owns the underlying fee simple title to the area depicted on this plat as Tract "A", hereinafter the "Tract". The Dedicator, on behalf of itself, its successors and assigns, hereby covenants and agrees in favor of Clay County, Florida, that the Tract cannot be used for any purposes other than those hereinafter described for the storm water management easements. An easement, hereinafter the "Easement", situated within the entire physical limits of the Tract, is hereby dedicated to Clay County, its successors and assigns, for the purpose of permitting Clay County, its successors and assigns, to discharge therein all water which may fall or come upon the Streets, and all water which may flow or pass from the Streets, from adjacent lands, or from any other source of public waters into or through the Easement, without any liability whatsoever on the part of Clay County, its successors and assigns, for any damage, injury or losses to persons or property resulting from the acceptance or use of the Easement by Clay County, its successors and assigns.

Clay County, by the acceptance of this plat for recording, shall not be deemed, on behalf of itself, its successors or assigns, to have accepted any duty, obligation, liability or responsibility whatsoever to maintain any storm water retention or detention ponds presently or hereafter located or constructed within the Easement; to maintain any filtration systems, control structures, underdrains, pipes or other facilities, fixtures or equipment installed within the Easement and/or associated therewith; to remove or treat any aquatic plants, animals, soil, chemicals, or any other substance or thing that might be found or come within the Easement; or to maintain or preserve water purity, quality, level or depth within the Easement. The foregoing notwithstanding, Clay County, its successors and assigns, shall have the right to undertake and perform any and all of the aforesaid activities at any time or times it may choose in its sole discretion without being deemed to have accepted any duty, obligation, liability or responsibility whatsoever to undertake, repeat or perform the same or similar activities thereafter; and to effect modification of or to any storm water retention or detention ponds and other facilities located within the Easement, including, but not limited to, the installation, modification and/or removal of any filtration systems, control structures, underdrains, pipes or other facilities, fixtures or equipment associated therewith, without being deemed to have accepted any duty, obligation, liability or responsibility whatsoever to undertake maintenance thereafter.

The Dedicator does hereby covenant in favor of Clay County, its successors and assigns, that it will be and remain affirmatively responsible, obligated and liable for construction, installation and subsequent maintenance of all storm water management facilities within the Tract required by Clay County as of the date of its acceptance of this plat, as well as those required under any permit issued by any and all governmental agencies with jurisdiction, including but not limited to, any storm water retention or detention ponds presently or hereafter located or constructed therein, and any filtration systems, control structures, underdrains, pipes or other facilities, fixtures or equipment installed therein and/or associated therewith; and for the purpose of removing or treating aquatic plants, animals, soil, chemicals, or any other substance or thing that might be found or come therein; and for the purpose of maintaining or preserving water purity, quality, level or depth therein. The foregoing covenant is a personal covenant of the Developer to Clay County unless assigned to a homeowner's association as hereinafter provided, to shall also run with all of the lands depicted within the confines of this plat and shall be assumed by each of the successors and assigns of the Dedicator. The foregoing notwithstanding, the Dedicator may assign the burden of its personal covenant hereinabove described to a homeowner's association, hereinafter the "Association", created as a corporate entity under the laws of the State of Florida, existing in perpetuity, and invested with the power, duty and authority to levy mandatory assessments against each lot depicted on this plat to provide sufficient and adequate funding for the perpetual maintenance of the above-described storm water management facilities. In the event of such assignment by the Dedicator to the Association thereof, as evidenced by the recording of an appropriate instrument in the public records of Clay County, Florida, executed on behalf of both the Dedicator and the Association, wherein the Association affirmatively accepts the assignment of the personal covenant and the responsibility for all matters hereinabove covenanted by the Dedicator, then the Dedicator shall be deemed to have been completely released from all responsibilities, obligations and liabilities thereafter arising thereunder, the Association being deemed to have succeeded to the same. If and only if Clay County its successors or assigns, shall affirmatively accept responsibility for maintenance under the Easement, as evidenced by the adoption of a formal resolution by the governing body of Clay County, its successors or assigns, spread upon the minutes thereof, and, if required by the County, the recording of an appropriately executed instrument conveying to Clay County the fee simple title to the Tract wherein such storm water management facilities have been constructed, then the Dedicator and the Association shall both be deemed to have been completely released from all responsibilities, obligations and liabilities thereafter arising under the personal covenant. Further, said personal covenant shall be deemed to have terminated upon the adoption of said resolution with respect to the Tract.

Until Clay County, its successors and assigns, in its sole discretion, elects to undertake the responsibility for maintenance of the storm water management facilities within the Tract, the Dedicator does hereby covenant and agree to indemnify Clay County and save it harmless from suits, damages, liability and expenses 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 and filtration systems and other storm water management facilities. This indemnification shall run with the land and successors and assigns of the Dedicator and shall be subject to and bound by it.

The Dedicator, on behalf of itself, its successors and assigns, does hereby covenant in favor of Clay County, its successors and assigns, that it shall not enter upon or use any portion of the Tract for any purpose inconsistent with the storm water

(Continued on Sheet 2)

COUNTY DEPARTMENT OF PLANNING APPROVAL

Approved this 7th day of MAY, 1995.

David Jones
Director, Department of Planning

COUNTY DEPARTMENT OF ZONING APPROVAL

Approved this 4th day of MAY, 1995.

Linda Jackson
Director, Department of Zoning

CLERK'S CERTIFICATE

I hereby certify that this plat has been examined and that it complies in form with Chapter 71-339, Laws of Florida and is filed for record in Plat Book 27, Pages 66, 67, 68, 69 and 70 of the public records of Clay County, Florida this 11th day of MAY, 1995.

John Keene
Clerk of the Circuit Court



SURVEYOR'S CERTIFICATE

This is to certify that this plat is a correct representation of the lands surveyed, platted and described hereon, that Permanent Reference Monuments have been placed as shown on said plat in accordance with Chapter 71-339, Laws of Florida, and that Permanent Control Points will be set as shown in accordance with said laws, that said survey was made under my responsible direction and supervision and that the survey data shown on said plat complies with all the requirements of said chapter.
Signed this 12th day of April, 1995.

Harold T. Eland
Harold T. Eland
Florida Cert. No. 2518
Eland and Associates, Inc.
615 Blanding Boulevard
Orange Park, Florida



SPENCER'S LAKE UNIT ONE

Sections 3 + 4, Township 4 South, Range 25 East, Clay County, Florida.
21.58 Acres. ±

PLAT BOOK 27 PAGE 67

SHEET 2 OF 5 SHEETS

TYPE I SUBDIVISION * RE * ZONE

Electric service provided by Clay Electric Co-operative.
Water and sewer service provided by Clay County Water and Sewer Authority.

OWNER: Spencer's Lake Joint Venture, P.O. Box 50, Orange Station, Jacksonville, Florida
ENGINEER: J. Lucas + Associates, 10475 Fortuna Parkway, Jacksonville, Fla.
SURVEYOR: Gled + Associates, Inc., 610 Dandridge Blvd., Orange Park, Fla.

LAND USE: ZONING AREA: RE, 21.58 AC., No LOTS, MIN. LOT SIZE: 5808 sq. Feet

GENERAL NOTES

- 1) Permanent Control Point shown thus: *
- 2) Permanent Reference Monument shown thus: □
- 3) Tabulated Curve Number shown thus: C1
- 4) Building Restriction Lines shall be as follows:
minimum lot width at building = 60 feet
minimum front setback = 20 feet
minimum rear setback = 15 feet
minimum side setback abutting lot = 7.5 feet
minimum side setback abutting street = 20 feet
- 5) Bearings shown hereon are based on the bearing of N 84°49'47" W for the north line of Section 3.
- 6) All return radii are 30 feet unless noted otherwise.
- 7) Flood Zone lines shown hereon were scaled from the Federal Emergency Management Agency Flood Insurance Rate Map dated November 4, 1992 and represent approximate locations only.
- 8) All easements hereon are for drainage and utilities unless noted otherwise.
- 9) All platted utility 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.

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	150.00	145.00	85.26	134.74	N 52°05'30" W	75°34'13"
C2	150.00	51.68	26.10	51.43	S 83°37'32" E	19°44'30"
C3	40.00	156.17	106.36	137.30	S 49°16'50" E	49°29'11"
C4	150.00	208.22	141.59	183.07	S 49°16'50" E	49°29'11"
C5	150.00	51.68	26.10	51.43	S 24°24'21" E	19°44'30"
C6	150.00	51.68	26.10	51.43	S 44°06'51" E	19°44'30"
C7	150.00	51.68	26.10	51.43	S 63°53'22" E	19°44'30"
C8	150.00	34.15	14.70	34.07	S 07°03'10" E	14°57'51"
C9	50.00	78.77	50.23	70.87	N 44°42'01" W	40°15'33"
C10	80.00	126.03	80.36	113.34	N 44°42'01" W	40°15'33"
C11	30.00	46.91	24.66	42.33	S 45°17'54" W	8°44'27"
C12	30.00	34.24	18.24	36.74	S 92°04'00" E	7°31'23"
C13	230.00	14.37	7.18	14.36	S 63°45'14" E	03°34'43"
C14	170.00	27.18	13.62	27.15	S 85°35'24" W	0°09'38"
C15	200.00	31.98	16.02	31.94	S 85°35'24" W	0°09'38"
C16	230.00	30.35	15.21	30.35	S 66°23'12" W	07°34'02"
C17	230.00	6.40	3.20	6.40	S 81°48'23" W	01°35'36"
C18	110.00	48.23	24.51	47.84	N 72°09'06" E	25°07'11"
C19	50.00	78.31	49.77	70.55	N 49°17'54" E	8°44'27"
C20	80.00	126.30	78.64	112.85	N 49°17'54" E	8°44'27"
C21	110.00	30.91	5.31	30.80	N 87°24'27" E	00°31'32"
C22	110.00	47.51	24.13	47.14	N 22°24'15" E	24°44'50"
C23	110.00	47.51	24.13	47.14	N 47°09'06" E	24°44'50"
C24	110.00	18.43	9.24	18.41	N 05°13'48" E	0°06'04"
C25	110.00	33.96	17.12	33.63	N 80°29'07" W	17°41'20"
C26	50.00	78.77	50.23	70.87	N 44°42'01" W	40°15'33"
C27	80.00	126.03	80.36	113.34	N 44°42'01" W	40°15'33"
C28	110.00	47.51	24.13	47.14	N 30°01'12" W	24°44'50"
C29	110.00	44.30	22.46	44.00	N 11°06'30" W	23°04'33"
C30	110.00	47.51	24.13	47.14	N 59°46'02" W	24°44'50"

NOTICE: There may be additional restrictions that are not recorded on this plat that may be found in the public records of Clay County.

COUNTY COMMISSIONERS' APPROVAL

Examined and approved this 25th day of April, 1995, by the Board of County Commissioners, Clay County, Florida.

Patrick D. McHorem Chairman
John Keene Clerk of the Circuit Court

COUNTY DEPARTMENT OF ENGINEERING APPROVAL

Approved this 3RD day of MAY, 1995.

Walter M. Bl...
Director, Department of Engineering

MORTGAGEE'S JOINDER

NationsBank, NA, a National Banking Association, owner and holder of that certain Mortgage recorded in Official Records Book 1522, page 2117 and Financing Statement recorded in Official Records Book 1522, page 2155 of the public records of Clay County, Florida, hereby consents to this plat and joins in its dedication.

Carinne Chronister Witness
Sylvia Morris Witness
By: Bryan R. White
Bryan R. White, Vice President

STATE OF FLORIDA, COUNTY OF CLAY

The foregoing was executed before me this 8th day of November, 1994 by Bryan R. White Vice President of NationsBank, NA, a National Banking Association, on behalf of the Association. He is personally known to me or has identified himself by presenting his driver's license. This acknowledgement was taken without oath.



Carinne Chronister
Carinne Chronister
Notary Public, State of Florida

ADOPTION AND DEDICATION (Continued from Sheet 1)

management facilities hereinabove described. In this regard, except as the same may be related directly to the activities and uses authorized in connection therewith, the Dedicator, its successors and assigns, shall not undertake any dredge or fill activities within the Tract, nor place or plant, or cause or suffer to be placed or planted, any temporary or permanent structures or vegetation of any kind encroaching within, on, over or across the Tract, including but not limited to fences, hedged, fountains or bulkheads.

In witness whereof, Spencer's Lake Joint Venture, a Florida Joint Venture, governed by Chapter G20, Florida Statutes, has caused these presents to be signed by its Joint Venturers on the dates shown below and has caused their official seal to be affixed hereto.

Spencer's Lake Joint Venture, a Florida Joint Venture governed by Chapter G20, Florida Statutes.

By: William R. Howell Company, A Florida Corporation, a Joint Venturer

Carlyn Mikal Witness
N.J. Davis Witness
By: William R. Howell, Jr.
William R. Howell II, Its President

STATE OF FLORIDA, COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 2nd day of November, 1994 by William R. Howell II, president of W. R. Howell Company, a Florida Corporation, on behalf of the corporation. He is personally known to me or has identified himself to me by presenting his driver's license. This acknowledgement was taken without oath.

Barbara M. Agbaya
Barbara M. Agbaya
Notary Public, State of Florida

Spencer's Lake Joint Venture, a Florida Joint Venture governed by Chapter G20, Florida Statutes.

By: Atlantic Builders, Inc., a Florida Corporation, a Joint Venturer

Carinne Chronister Witness
Sylvia Morris Witness
By: William B. Towers, Jr.
William B. Towers, Jr., Its President

STATE OF FLORIDA, COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 8th day of November, 1994 by William B. Towers Jr., president of Atlantic Builders, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me or has identified himself to me by presenting his driver's license. This acknowledgement was taken without oath.

Carinne Chronister
Carinne Chronister
Notary Public, State of Florida



SPENCER'S LAKE UNIT ONE

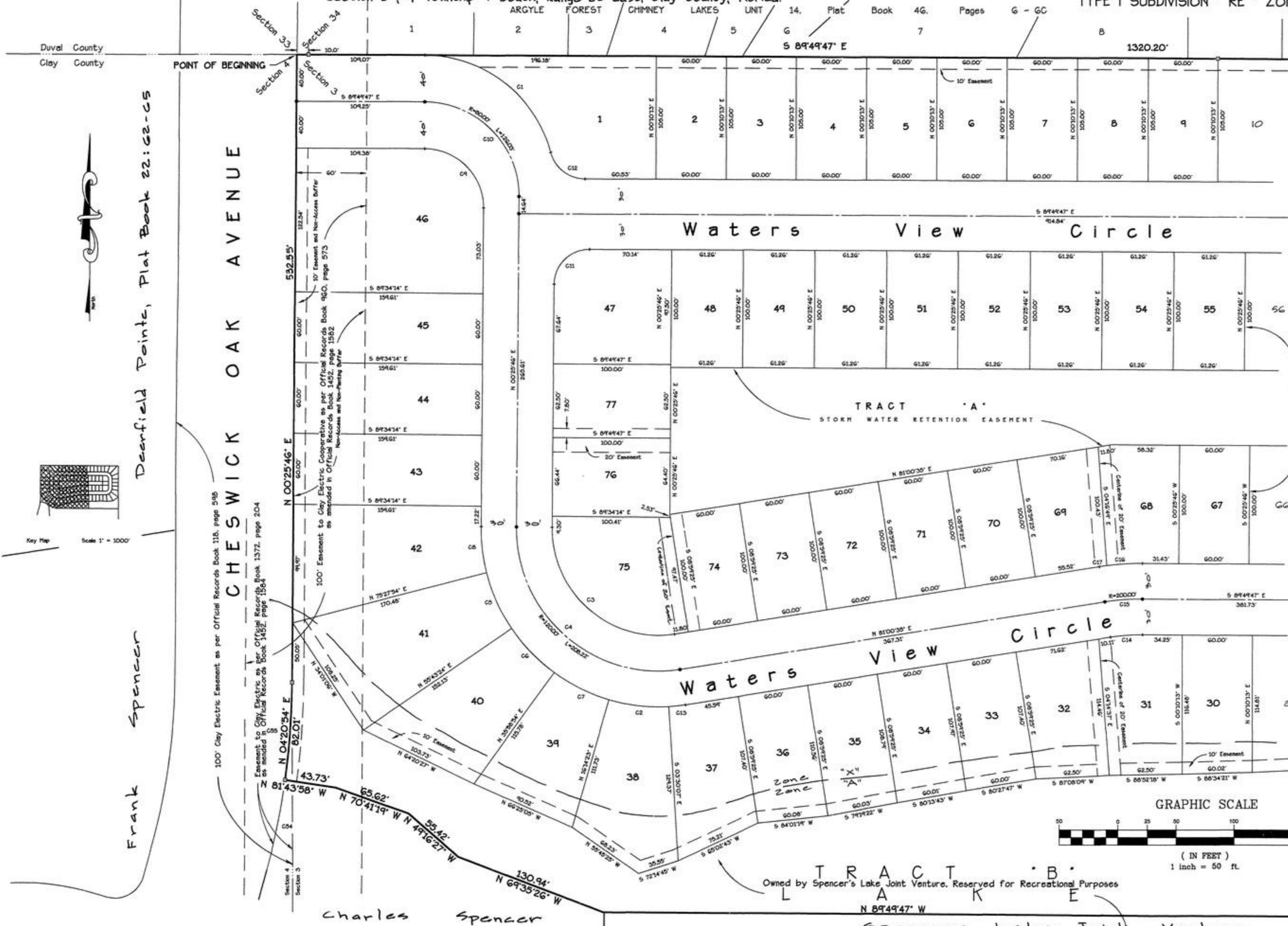
Section 3 & 4 Township 4 South, Range 25 East, Clay County, Florida.

PLAT BOOK 27 PAGE 68

SHEET 3 OF 5 SHEETS

TYPE I SUBDIVISION RE ZONE

ARGYLE FOREST CHIMNEY LAKES UNIT 14. Plat Book 4G. Pages 6 - GC



Deerfield Pointe, Plat Book 22:62-65

Frank Spencer

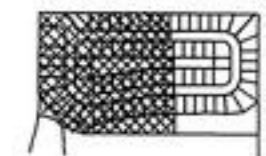
100' Clay Electric Easement as per Official Records Book 115, page 516

100' Easement to Clay Electric Cooperative as per Official Records Book 1372, page 204 as amended in Official Records Book 1452, page 1564

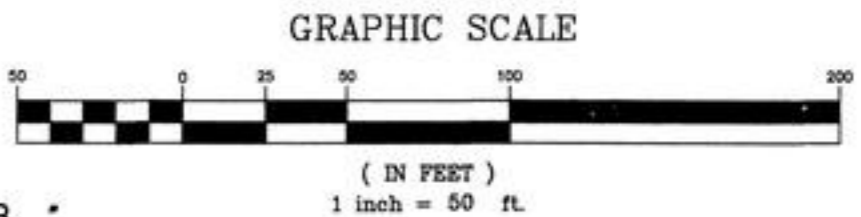
100' Easement to Clay Electric Cooperative as per Official Records Book 960, page 573 as amended in Official Records Book 1452, page 1562

100' Easement and Non-Access Buffer

Non-Access and Non-Parking Buffer



Key Map Scale 1" = 3000'



TRACT 'B'
Owned by Spencer's Lake Joint Venture. Reserved for Recreational Purposes

Spencer's Lake Joint Venture

SPENCER'S LAKE UNIT ONE

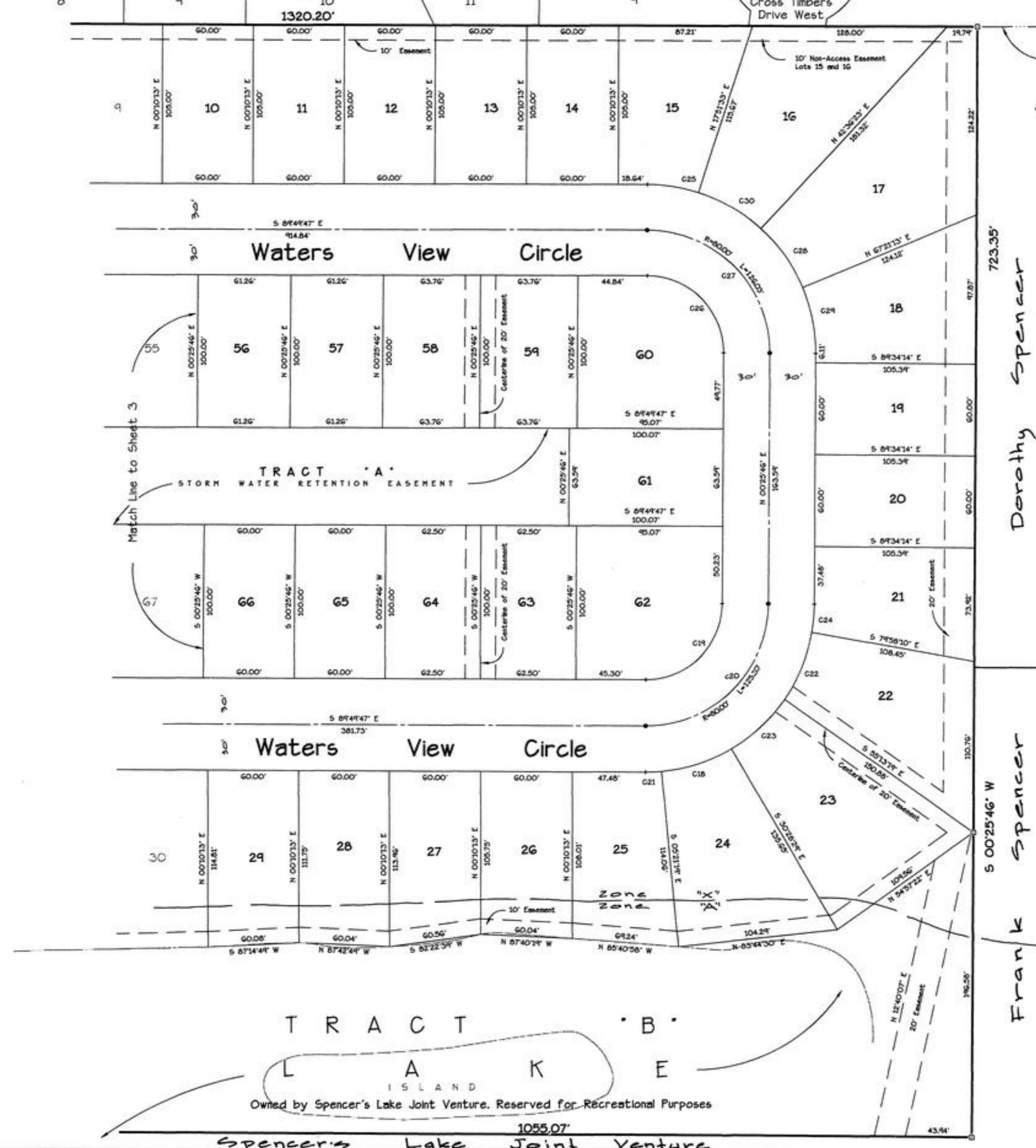
PLAT BOOK 27 PAGE 69

SHEET 4 OF 5 SHEETS

TYPE I SUBDIVISION * RE * ZONE

Section 3, Township 4 South, Range 25 East, Clay County, Florida.

ARGYLE Plat 9, FOREST Book 46, CHIMNEY pages 10, LAKES UNIT 14, ARGYLE Plat 9, FOREST Book 41, CHIMNEY pages 39-39C, LAKES UNIT 3-B



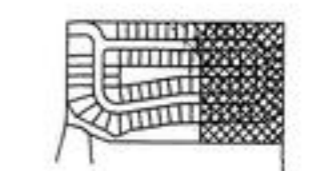
OWNER
Spencer's Lake Joint Venture
P.O. Box 60, Ortega Station
Jacksonville, Florida

ENGINEER
J. L. Latta & Associates, Inc.
10475 Fortune Parkway
Jacksonville, Fla.

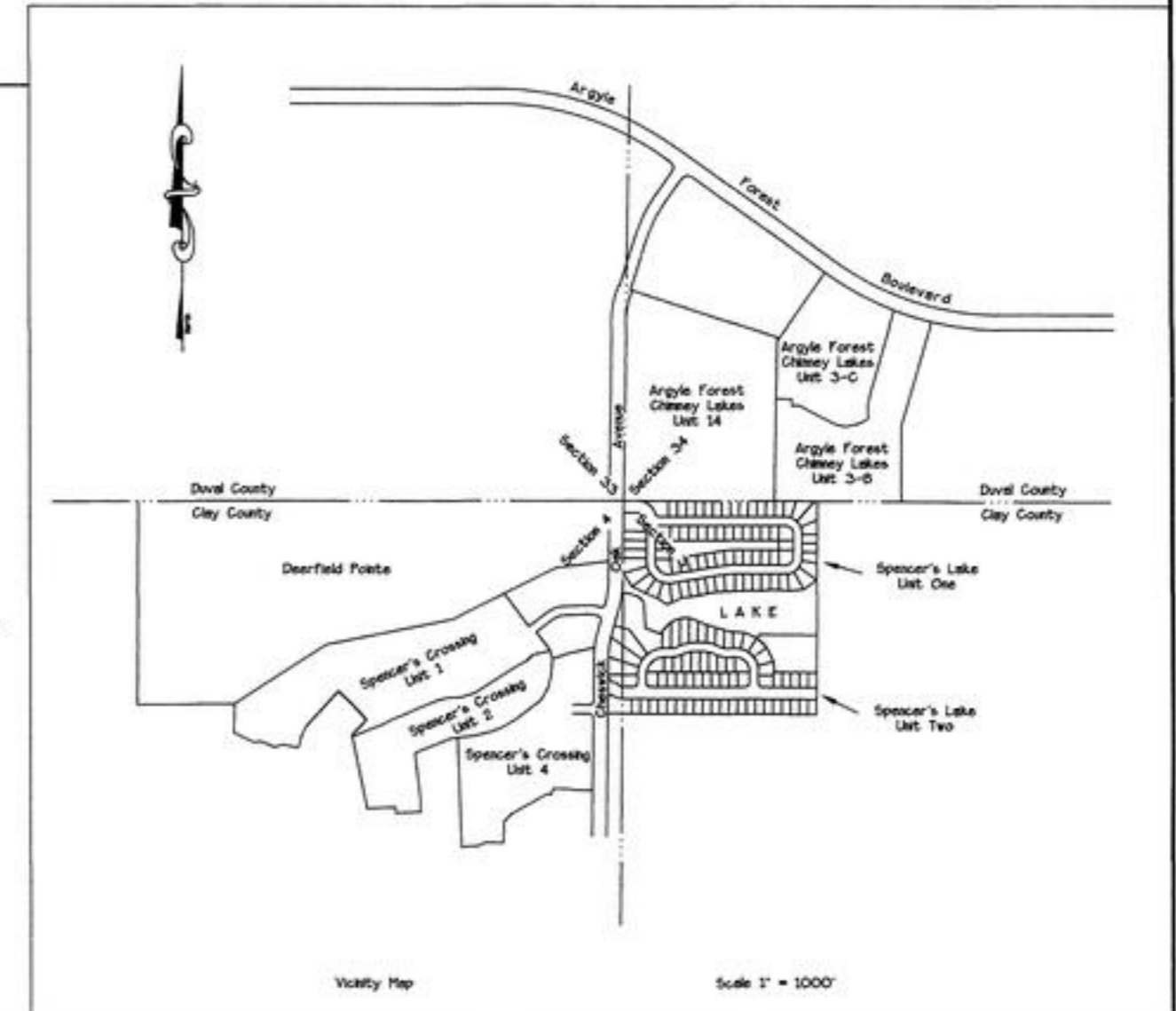
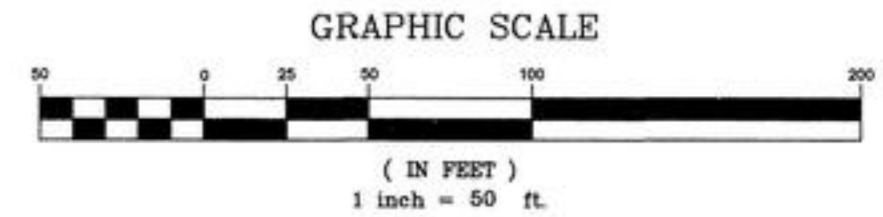
SURVEYOR
Elmer H. Anderson, Inc.
610 Blending Blvd.
Orange Park, FL.

LAND AREA	USE
18.46 AC.	RE
No. LOTS 77	
MIN. LOT SIZE	5608 Sq. Feet

Electric service provided by Clay Electric Co-operative.
Water and sewer service provided by Clay County Water and Sewer Authority.



Key Map Scale 1" = 1000'



Vicinity Map Scale 1" = 1000'

SPENCER'S LAKE UNIT ONE

Sections 3 + 4, Township 4 South, Range 25 East, Clay County, Florida.
21.58 Acres. *

PLAT BOOK 27 PAGE 70
SHEET 5 OF 5 SHEETS

TYPE I SUBDIVISION * RE * ZONE

OWNER
Spencer's Lake Joint Venture
P.O. Box 60, Orange Station
Jacksonville, Florida

ENGINEER
J. Lopez & Associates
10475 Fortuna Parkway
Jacksonville, Fla.

SURVEYOR
Eland & Associates, Inc.
615 Blanding Blvd.
Orange Park, FL

LAND	USE
ZONING AREA No LOTS MIN. LOT SIZE	RE 21.58 AC. 77 5808 Sq. Feet

SUBDIVISION IMPROVEMENT GUARANTEE

As a condition precedent to the recordation of this plat in the public records of Clay County, Florida, the undersigned owner of this subdivision does hereby guarantee to each and every person, firm, copartnership or corporation, their heirs, successors and assigns, who shall purchase a lot or lots in said subdivision from said owner, that said owner shall within 12 months of the date of acceptance of the street and drainage improvements by the Board of County Commissioners thereof fully comply with each and every regulation of the Board of County Commissioners of Clay County, Florida, covering subdivisions in effect at the time of the filing of this final plat insofar as the same effects a lot or lots sold.

Time of such performance being of the essence, said guarantee shall be part of each deed of conveyance or contract of sale covering lots in said subdivision, executed by said owner to the same extent and purpose as if said guarantee were incorporated verbatim in each said conveyance or contract of sale.

Spencer's Lake Joint Venture, a Florida Joint
Venture governed by Chapter 620, Florida Statutes.

By: W. R. Howell Company, A Florida Corporation,
a Joint Venturer

U. J. Bevis Carolyn Mikal By: William R. Howell II
U. J. Bevis, witness Carolyn Mikal, witness William R. Howell II, Its President



Spencer's Lake Joint Venture, a Florida Joint
Venture governed by Chapter 620, Florida Statutes.

By: Atlantic Builders, Inc., a Florida Corporation,
a Joint Venturer

Corinne Chronister Sylvia Morris By: William B. Towers, Jr.
Corinne Chronister, witness Sylvia Morris, witness William B. Towers, Jr., Its President

