

This instrument was prepared under the direction of:

James D. Stokes, Esq., City Attorney

Prepared by:

CITY OF PORT ST. LUCIE

City Attorney's Office

121 S.W. Port St. Lucie Boulevard

Port St. Lucie, FL 34984

(Space above this reserved for recording office use only)

## **TERMINATION OF RESTRICTIVE COVENANT**

**WHEREAS**, on July 10, 2001, a Restrictive Covenant was executed by Dominick Barone and Dolores Barone ("Former Owners"). Said Restrictive Covenant was recorded on November 27, 2001 in Official Records Book [REDACTED] at Page [REDACTED] of the Public Records of St. Lucie County, Florida, encumbering the following described property, to wit:

Lots [REDACTED], Block [REDACTED] Port St. Lucie Section [REDACTED] according to the Plat thereof, as recorded in Plat Book [REDACTED] at Page [REDACTED] through [REDACTED] of the Public Records of St. Lucie County, Florida (the "Subject Property").

**WHEREAS**, by said Restrictive Covenant, the Former Owners stated that they occupied the Subject Property as one single residential unit and intended to restrict the Subject Property so that it can be occupied and used only as one single residential unit; and

**WHEREAS**, the Restrictive Covenant was created for the purpose of combining Lots [REDACTED] so they would be assessed by the City of Port St. Lucie as a single residential unit for the water/sewer extension project, referred to as Utility Service Area 5, 6, and 7A; and

**WHEREAS**, the Former Owners conveyed the Subject Property to Keever S. Gordon and [REDACTED] ("Current Owners") by Warranty Deed, recorded May 1, 2015 in Official Records Book [REDACTED] at Page [REDACTED] of the Public Records of St. Lucie County, Florida; and

**WHEREAS**, the Current Owners wish to separate the Subject Property and no longer desire to occupy the Subject Property as one single residential unit; and

**WHEREAS**, the City of Port St. Lucie agrees to the Termination of said Restrictive Covenant, upon payment of the total sum of **Two Hundred Dollars (\$200.00)**, which sum represents the total outstanding assessments due and owing on the Subject Properties based upon equivalent residential connections (ERC) within the Utility Service assessment area; and

**WHEREAS**, by the Termination of the Restrictive Covenant, each of the lots identified herein will be subject to assessment by the City of Port St. Lucie as a separate residential unit for the water/sewer extension project, referred to as Utility Service Area 5, 6, and 7A.

**NOW, THEREFORE**, for and in consideration of the sum of **\$200.00**, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the City of Port St. Lucie hereby covenants and agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The City of Port St. Lucie hereby acknowledges receipt of full and complete payment in satisfaction of the referenced Restrictive Covenant and said Restrictive Covenant is hereby released, satisfied and discharged in its entirety.
3. The Restrictive Covenant recorded in Official Records Book [REDACTED] at Page [REDACTED] of the Public Records of St. Lucie County, Florida, restricting the Subject Property to one single residential unit is hereby terminated.
4. By the Termination of said Restrictive Covenant, the lots described herein, shall each be subject to assessment by the City of Port St. Lucie as a separate residential unit for the water/sewer extension project, referred to as Utility Service Area 5, 6, and 7A.
5. Lots [REDACTED], Block [REDACTED] Port St. Lucie Section [REDACTED], may be developed independently of each other in accordance with the rules and regulations of the City of Port St. Lucie.

**IN WITNESS WHEREOF**, the City of Port St. Lucie, Florida, a Florida municipal corporation, has caused this Termination of Restrictive Covenant to be executed by its proper and duly authorized public official on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

WITNESSES

**CITY OF PORT ST. LUCIE**  
a Florida municipal corporation

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Gregory J. Oravec, Mayor

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_

NOTARIZATION AS TO CITY OF PORT ST. LUCIE'S EXECUTION

STATE OF FLORIDA                     )  
   ) ss  
COUNTY OF ST. LUCIE             )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by GREGORY J. ORAVEC, as Mayor of the City of Port St. Lucie, and on behalf of the City of Port St. Lucie who is  personally known to me, or who has  produced the following identification \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public  
Print Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission expires \_\_\_\_\_

NOTARY SEAL/STAMP