

DECLARATION OF DEDICATION

Duck Court

THIS DECLARATION OF DEDICATION (“Declaration”) is made this _____ day of _____ 2024, by the **CITY OF PORT ST. LUCIE**, a Florida municipal corporation whose address is 121 Southwest Port St. Lucie Boulevard, Port St. Lucie, FL 34984, hereinafter referred to as “Declarant” provides as follows:

WHEREAS, Declarant is the sole owner in fee simple of certain real property located in St. Lucie County, Florida, legally described on Exhibit “A” (the “Property”), attached hereto and incorporated herein; and

WHEREAS, the Property is a portion of land that has historically been used by the public as a road right-of-way, known as “Duck Court”; and

WHEREAS, the Declarant has become aware that the Property was never formally dedicated for road right-of-way purposes; and

WHEREAS, Declarant wishes to record this Declaration, to memorialize and formalize that Declarant desires grant and dedicate and reserve the Property unto the City of Port St. Lucie, Florida for the use and benefit of the public for street, road, and right-of-way purposes.

NOW, THEREFORE, in consideration of ten dollars (\$10.00) in hand paid, the above and the covenants, terms, conditions and restrictions contained herein, Declarant, does hereby subject the Property to the following restrictions:

1. **Recitals**. The recitals stated herein are true and correct and incorporated herein.
2. **Effectiveness of Declaration**: Declarant shall record this Declaration in the Public Records of St. Lucie County, Florida. The terms of this Declaration shall be effective on the date of recording.
3. **Covenants Run with the Land**. All of the covenants and restrictions herein will be: (a) perpetual and will constitute restrictive covenants running with the land, (b) binding upon any and all persons and entities, their respective successors in interests, assigns, heirs and personal representatives having or hereafter acquiring any right, title or interest in and to all or any portion of the Property. All benefits deriving therefrom will accrue to the benefit of all persons and entities, their respective successors in interest, tenants, licensees, assigns, heirs and personal representatives having or hereafter acquiring any right, title or interest in all or any portion of the Property.

4. **Termination and Modification.** This Declaration may not be released, terminated or modified in any way except by means of an instrument executed by the Declarant and the City of Port St. Lucie.

5. **Miscellaneous.**
 - a. Each covenant in this Declaration is an independent and separate covenant. If any term or provision of this Declaration or the application thereof to any person or circumstance should to any extent be invalid or unenforceable, the remainder of this Declaration and application of such term or provision to persons or circumstances other than those to which is held invalid or unenforceable will not be affected thereby, and each term and provision of this Declaration will be valid and enforceable to the fullest extent permitted by law.

 - b. The venue for any legal action or legal proceeding regarding this Declaration shall be in St. Lucie County, Florida.

IN WITNESS WHEREOF, this Declaration is dated on the day, month, and year first above written.

SIGNATURE PAGE TO FOLLOW

WITNESSES:

City of Port St. Lucie, a Florida municipal corporation.

By: _____
Jesus Merejo, City Manager

Witness
Print Name: _____
Address: _____

Witness
Print Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 20_____, by _____ who is [] personally known to me, or who has [] produced the following identification: _____

Signature of Notary Public

Print Name of Notary Public
Notary Public, State of Florida
My Commission expires _____

NOTARY SEAL/STAMP

EXHIBIT "A"