

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 8, 1998, a Restrictive Covenant was executed by Albert L. Landry and Dorothy A. Landry ("Former Owners"). Said Restrictive Covenant was recorded on October 12, 1998, 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 3 and 4; and

WHEREAS, the Former Owners conveyed Lot [REDACTED] of the Subject Property to Richard Jelliffe and [REDACTED] ("Current Owners") by Warranty Deed, recorded January 2, 2002, in Official Records Book [REDACTED] at Page [REDACTED] of the Public Records of St. Lucie County, Florida; and

WHEREAS, the Former Owners conveyed the Lot [REDACTED] of the Subject Property to Richard Jelliffe and [REDACTED] ("Current Owners") by Warranty Deed, recorded January 2, 2002, 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 3 and 4.

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 3 and 4.
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 _____ 2021.

WITNESSES

CITY OF PORT ST. LUCIE
a Florida municipal corporation

Signature
Print Name: _____

By: _____
Gregory J. Oravec, Mayor

Signature
Print Name: _____

