

This instrument was prepared by  
City Attorney's Office  
121 S.W. Port St. Lucie Boulevard  
Port St. Lucie, FL 34984

(Space above this line reserved for recording office use only)

## **TERMINATION OF RESTRICTIVE COVENANT**

**WHEREAS**, on July 15, 1996, a Restrictive Covenant was executed by William E. McLean and Marjorie N. McLean (the "Former Owners") and subsequently recorded on October 7, 1996, in Official Records Book 1039, Page 1207, of the Public Records of St. Lucie County, Florida, encumbering the following described property, to wit:

Lots 13 and 20, Block 160, Port St. Lucie Section Four, according to the plat thereof, as recorded in Plat Book 12, Pages 14, 14A through 14G, of the Public Records of St. Lucie County, Florida (the "Subject Property").

**WHEREAS**, by said Restrictive Covenant, the Former Owners stated that they are the owners of the Subject Property, they have a principal residence on Lot 20, they occupy the Subject Property as one single residential unit, and they intend 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 the Subject Property so Lots 13 and 20, Block 160, Port St. Lucie Section Four, would be assessed by the City of Port St. Lucie as a single residential unit for the special assessment program to fund the extension of utility services to all properties located within the assessment area, including the Subject Property; and

**WHEREAS**, William E. McLean died on or about June 29, 2010, leaving Marjorie N. McLean as the sole surviving tenant by the entirety; and

**WHEREAS**, Marjorie N. McLean, by Special Warranty Deed dated July 11, 2017 and recorded in Official Records Book 4022, Page 2865, of the Public Records of St. Lucie County, Florida, conveyed title to the Subject Property to Marjorie N. McLean, as a life tenant, and upon the death of the life tenant, the remainder to Gail N. Vasile, Cheryl L. Wojak, Teri A. McLean, and Jean L. Raaflaub (the remaindermen being referred to herein as "Current Owners"); and

**WHEREAS**, Marjorie N. McLean died on or about October 19, 2021, as evidenced by a Death Certificate filed in the Circuit Court of St. Lucie County, Florida, in Case No. 56 2021 CP 001642; and

**WHEREAS**, the Current Owners wish to separate Lots 13 and 20 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 and Zero Cents (\$200.00), which sum represents the administrative fee for processing the request to terminate the Restrictive Covenant, there being no outstanding assessments due and owing on the Subject Property based upon equivalent residential connections (ERC) within the Utility Service assessment area.

**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 1039, Page 1207, 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 may each be subject to assessments by the City of Port St. Lucie as a separate residential unit.
5. Lots 13 and 20, Block 160, Port St. Lucie Section Four, 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 March, 2022.

WITNESSES

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

By: \_\_\_\_\_  
Shannon M. Martin, Mayor

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

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

STATE OF FLORIDA            )  
COUNTY OF ST. LUCIE        )

The foregoing instrument was acknowledged before me by means of [ X ] physical presence or [ ] online notarization, this \_\_ day of March, 2022, by Shannon M. Martin as Mayor of the City of Port St. Lucie, and on behalf of the City of Port St. Lucie who is [ X ] personally known to me, or who has [ ] produced the following identification \_\_\_\_\_.

NOTARY SEAL/STAMP

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