

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 line reserved for recording office use only)

## **TERMINATION OF RESTRICTIVE COVENANT**

**WHEREAS**, on August 18, 1994, a Restrictive Covenant was executed by Merle C. Johnson and Charlotte E. Johnson (the "Former Owners") and subsequently recorded on October 20, 1994, in Official Records Book 925, Page 1840, of the Public Records of St. Lucie County, Florida, encumbering the following described real property, to wit:

**Lots 21 and 22, Block 173, Port St. Lucie Section Four, according to the plat thereof, as recorded in Plat Book 12, Pages 14A through 14G of the Public Records of St. Lucie County, Florida ("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 22, 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 21 and 22, Block 173, 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**, on September 27, 2002, via a Warranty Deed recorded on October 10, 2002, in Official Records Book 1592, Page 2451, of the Public Records of St. Lucie County, Florida, Charlotte E. Johnson, an un-remarried widow, individually and as Trustee under that certain Trust Agreement dated April 5, 1985, conveyed title to the Subject Property to Jeffrey S. Braun, as Trustee of the Jeffrey S. Braun Revocable Trust of 2001; and

**WHEREAS**, on October 6, 2003, via a Quit Claim Deed recorded on October 7, 2003, in Official Records Book 1815, Page 1090, of the Public Records of St. Lucie County, Florida, Jeffrey S. Braun, individually and as Trustee of the Jeffrey S. Braun Revocable Trust of 2001, conveyed title to Lot 21 to Certified Building Contractors Inc., a Florida corporation; and

**WHEREAS**, on October 6, 2003, via a Quit Claim Deed recorded on October 7, 2003, in Official Records Book 1815, Page 1088, of the Public Records of St. Lucie County, Florida, Jeffrey S. Braun, individually and as Trustee of the Jeffrey S. Braun Revocable Trust of 2001, conveyed title to Lot 22 to Certified Building Contractors Inc., a Florida corporation; and

**WHEREAS**, on March 24, 2015, via a Quit Claim Deed recorded on March 25, 2015, in Official Records Book 3728, Page 1293, of the Public Records of St. Lucie County, Florida, Certified Building Contractors Inc., a Florida corporation, conveyed title to Lot 21 to International Plaza LLC, a Foreign limited liability company; and

**WHEREAS**, on July 28, 2015, via a Quit Claim Deed recorded on July 30, 2015, in Official Records Book 3773, Page 462, of the Public Records of St. Lucie County, Florida, Certified Building Contractors Inc., a Florida corporation, conveyed title to Lot 22 to International Plaza LLC, a Foreign limited liability company, (the “Current Owner”); and

**WHEREAS**, on October 25, 2017, via a Warranty Deed recorded on November 2, 2017, in Official Records Book 4060, Page 2597, of the Public Records of St. Lucie County, Florida, the Current Owner, conveyed title to Lot 21 to Thomas Sayre Atherton, IV, a single man; and

**WHEREAS**, the Current Owner wishes to separate Lots 21 and 22 and no longer desires 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 925, Page 1840, 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 21 and 22, Block 173, 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 July 2022.

WITNESSES

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

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

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

\_\_\_\_\_  
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 July 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 \_\_\_\_\_