

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 24, 1994, a Restrictive Covenant was executed by Domingo L. Grave and Sandra L. Grave (the "Former Owners") and subsequently recorded on October 20, 1994, in Official Records Book 0925, Page 1824, of the Public Records of St. Lucie County, Florida, encumbering the following described real property:

**Lots 21 and 22, Block 471, Port St. Lucie Section Twenty-Six, according to the Plat thereof, as recorded in Plat Book 14, Pages 4A through 4C, 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 the properties 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 PS12, SAD 1 Phase 2; and

**WHEREAS**, on February 2, 2023, an Amended Order of Summary Administration (testate) was recorded on June 5, 2023, in Official Records Book 4999, Page 1217, of the Public Records of St. Lucie County, Florida, conveying the Subject Property to Alan Thomas (the "Current Owner") with full power and authority to protect, conserve and to sell or to lease or to encumber or otherwise to manage and dispose of the Subject Property; and

**WHEREAS**, the Current Owner wishes to separate the Subject Property 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 (\$200.00)**, which sum represents the total administrative charges for terminating the Restrictive Covenant; 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.

**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 of \$200.00 on August 28, 2023, 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 on October 20, 1994, in Official Records Book 0925, Page 1824, 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 assessment by the City of Port St. Lucie as a separate residential unit.
5. Lots 21 and 22, Block 471, Port St. Lucie Section Twenty-Six, 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 October 2023.

**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 October 2023, 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 \_\_\_\_\_