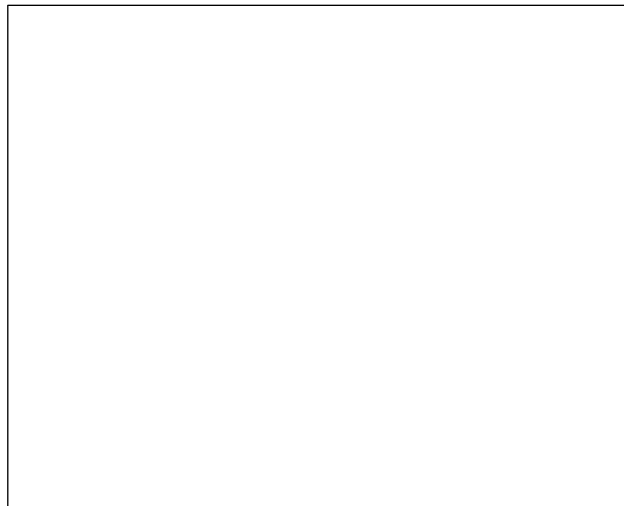


This Instrument prepared by:  
Robert McHugh, Esq.  
County Attorney's Office  
1101 E. 1<sup>st</sup> Street  
Sanford, Florida 32771

Please return to:  
Community Development Office  
520 W. Lake Mary Boulevard  
Suite 100  
Sanford, Florida 32773



### **RELEASE OF RESTRICTIVE USE COVENANT**

**THIS RELEASE OF RESTRICTIVE USE COVENANT** (“Release”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, hereinafter referred to as “COUNTY”.



### **RECITALS**

**WHEREAS**, the real property located at 1317 W. 6th Street, Sanford, Florida 32771 (the “Property”) the legal description and parcel identification for which are as follows:

LOTS 1 & 2 (LESS RD)  
BLK 8 TR 16  
SEMINOLE PARK  
PB 2 PG 75

**Parcel ID:** 25-19-30-5AI-0816-0010

is burdened and benefited by that certain Restrictive Use Covenant (the “Covenant”) dated August 2, 2023, as recorded in the Official Records Book 10503, Pages 20 through and including 21, Public Records of Seminole County on September 7, 2023; and

**WHEREAS**, the use of the Property was restricted to providing affordable housing for Low and Moderate Income households for a period of thirty (30) years from the date of recording of the Covenant in the Official Land Records of Seminole County (the “Affordability Period”); and

**WHEREAS**, the Property encumbered by the Covenant has been split into two lots necessitating the Covenant's release in order to establish restrictive covenants for each respective lot created pursuant to the lot split; and

**WHEREAS**, the Covenant is for the benefit of COUNTY and may be released prior to the expiration of the Affordability Period only upon the consent of COUNTY; and

**WHEREAS**, COUNTY desires to release and extinguish all rights and obligations of the Covenant.

**NOW, THEREFORE**, in consideration of the foregoing and for the purposes of clearing title, COUNTY agrees that all benefits, burdens, rights, and obligations arising from the Covenant are hereby forever released and extinguished.

**IN WITNESS WHEREOF**, COUNTY has caused this instrument to be executed.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
GRANT MALOY  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.



By: \_\_\_\_\_

JAY ZEMBOWER, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

As authorized for execution by the Board of  
County Commissioners at its \_\_\_\_\_  
20\_\_\_\_, regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

RM/vs

9/4/24

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