

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 July 6, 2001, a Restrictive Covenant was executed by William McBreen and Cynthia G. McBreen (the "Former Owners") and subsequently recorded on November 21, 2001, in Official Records Book 1458, Page 129, of the Public Records of St. Lucie County, Florida, encumbering the following described property, to wit:

Lots 1 and 2, Block 1087, Port St. Lucie Section Eight, according to the plat thereof, as recorded in Plat Book 12, Page 38, 38A through 38I 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 1, 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 1 and 2, Block 1087, Port St. Lucie Section Eight, 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 Port St Lucie District 1 Phases 3 and 4 (PS34) assessment area, including the Subject Property; and

WHEREAS, U.S. Bank National Association, as Trustee, as Successor in Interest to Bank of America, National Association, as Trustee, Successor by Merger to Lasalle Bank National Association, as Trustee for Residential Asset Acquisition Corporation, Inc. (RAAC) 2007-RP2, c/o Ocwen Loan Servicing, LLC, acquired title to the Subject Property via an Amended Certificate of Title dated January 31, 2014, and recorded on January 31, 2014, in Official Records Book 3600, Page 1001, of the Public Records of St. Lucie County, Florida; and

WHEREAS, U.S. Bank National Association, as Trustee, as Successor in Interest to Bank of America, National Association, as Trustee, Successor by Merger to Lasalle Bank National Association, as Trustee for Residential Asset Acquisition Corporation, Inc. (RAAC) 2007-RP2, c/o Ocwen Loan Servicing, LLC, by Special Warranty Deed and Supporting Affidavit of Power of Attorney dated March 10, 2014, and recorded on March 18, 2014, in Official Records Book 3612, Page 2996, of the Public Records of St. Lucie County, Florida, conveyed title to the Subject Property to Sam Hopper; and

WHEREAS, Sam Hopper by Warranty Deed dated March 24, 2014, and recorded on March 24, 2014, in Official Records Book 3615, Page 424, of the Public Records of St. Lucie County, Florida, conveyed title to the Subject Property to Diane T. Mudd and William A. Moran, as Joint Tenants with Full Rights of Survivorship; and

WHEREAS, Diane T. Mudd and William A. Moran, by Warranty Deed dated December 5, 2014, and recorded on December 11, 2014, in Official Records Book 3698, Page 860, of the Public Records of St. Lucie County, Florida, conveyed title to the Subject Property to Julio Javier Utreras Diaz and Yiwis A. Gonzalez (the "Current Owners"); and

WHEREAS, the Current Owners wish to separate Lots 1 and 2 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 Port St Lucie District 1 Phases 3 and 4 (PS34) 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 of the administrative fee for terminating 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 1458, Page 129, 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 1 and 2, Block 1087, Port St. Lucie Section Eight, 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 April 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 April 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 _____