

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 15, 1998, a Restrictive Covenant was executed by Patricia A. Passalaqua (the "Former Owner") and subsequently recorded on July 17, 1998, in Official Records Book 1159, Page 2749, of the Public Records of St. Lucie County, Florida, encumbering the following described real property:

Lots 31 and 32, Block 605, Port St. Lucie Section Thirteen, according to the plat thereof, as recorded in Plat Book 13, Page 4, 4A through 4M, of the Public Records of St. Lucie County, Florida ("Subject Property").

WHEREAS, by said Restrictive Covenant, the Former Owner stated that she was the owner of the Subject Property, she has a principal residence on Lot 31, she occupied the Subject Property as one single residential unit, and she 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 Subject Property so Lots 31 and 32, Block 605, Port St. Lucie Section Thirteen, 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, the Former Owner, by General Warranty Deed dated April 18, 2022, and recorded on April 26, 2022, in Official Records Book 4814, Page 2191, of the Public Records of St. Lucie County, Florida, conveyed title of Lot 32 of the Subject Property to D.R. Horton, Inc., a Delaware corporation (the "Current Owner"); and

WHEREAS, the Current Owner wish to separate Lots 31 and 32 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 Port St Lucie District 1 Phases 3 and 4 (PS34) assessment area.

NOW, THEREFORE, for and in consideration of the sum of \$200.00, received, 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 on July 17, 1998, in Official Records Book 1159, Page 2749, 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 31 and 32, Block 605, Port St. Lucie Section Thirteen, 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 2023.

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 April 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 _____.

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

NOTARY SEAL/STAMP