

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 AMENDED AND RESTATED RESTRICTIVE COVENANT

WHEREAS, on July 12, 2018, an Amended and Restated Restrictive Covenant was executed by Bruno Scaccia and Paola J. Scaccia (the "Owners") and recorded on July 16, 2018, in Official Records Book 4157, Page 483, of the Public Records of St. Lucie County, Florida, encumbering the following described property, to wit:

Lots 13 and 14, Block 341, Port St. Lucie Section Twenty-Five, according to the Plat thereof, as recorded in Plat Book 13, Pages 32, 32A through 32I, of the Public Records of St. Lucie County, Florida (the "Subject Property").

WHEREAS, by said Amended and Restated Restrictive Covenant, the 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 for the water/sewer extension project, referred to as SAD 1 Phase 2; and

WHEREAS, the Owners wish to separate the Subject Property 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 Amended and Restated Restrictive Covenant, upon payment of the total sum of **Two Hundred Dollars and Zero Cents (\$200.00)**, which sum represents the total outstanding assessments due and owing on the subject properties based upon equivalent residential connections (ERC) within the Utility Service assessment area SAD 1 Phase 2; and

WHEREAS, by the Termination of the Amended and Restated 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 for the water/sewer extension project, referred to as SAD 1 Phase 2.

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 Amended and Restated Restrictive Covenant and said Amended and Restated Restrictive Covenant is hereby released, satisfied, and discharged in its entirety.

3. The Amended and Restated Restrictive Covenant recorded in Official Records Book 4157, Page 483, 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 Amended and Restated Restrictive Covenant, the lots described herein, shall each be subject to assessment by the City of Port St. Lucie as a separate residential unit for the water/sewer extension project, referred to as SAD 1 Phase 2.
5. Lots 13 and 14, Block 341, Port St. Lucie Section Twenty-Five, 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 Amended and Restated Restrictive Covenant to be executed by its proper and duly authorized public official on this ____ day of February 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 February 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 _____