

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 November 21, 2001, a Restrictive Covenant was recorded in Official Records Book 1458, at Page 688, of the Public Records of St. Lucie County, Florida, encumbering the following described property, to wit:

Lots 4 and 5, Block 1115, Port St. Lucie Section Nine, according to the Plat thereof, as recorded in Plat Book 12, at Page 39A through 39I, of the Public Records of St. Lucie County, Florida (the "Subject Property").

**WHEREAS**, by said Restrictive Covenant, the owners, Martin J. Reilly and Elaine C. Reilly ("Owners"), stated that they occupied the Subject Property as one single residential unit and intended to restrict the Subject Property so that it could 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 Utility Service Area 5, 6, and 7A; and

**WHEREAS**, on August 31, 2009, the Owners conveyed the Subject Property to Brian Ballantine by Warranty Deed which was recorded in the Official Records, Book 3124 at Page 1927, of St. Lucie County, Florida; and

**WHEREAS**, Brian Ballantine 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 and Zero Cents (\$200.00)**, which sum represents the total outstanding assessments due and owing on the Subject Property based upon equivalent residential connections (ERC) within the Utility Service assessment area; 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 for the water/sewer extension project, referred to as Utility Service Area 5, 6, and 7A.

**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:

