

This instrument was prepared under the direction of:

James D. Stokes, 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 June 20, 1998, David A. Olson and Nicci J. Olson executed a Restrictive Covenant which was recorded in Official Records Book 1177, Page 1148, of the Public Records of St. Lucie County, Florida, encumbering the following described property (the "Subject Property"), to wit:

Lots 52 and 53, Block 1494, Port St. Lucie Section Sixteen, according to the Plat thereof, as recorded in Plat Book 13, at Page 7, 7A through 7C, of the Public Records of St. Lucie County, Florida.

WHEREAS, by said Restrictive Covenant, David A. Olson and Nicci J. Olson, the owners of the Subject Property, stated that they occupied Lots 52 and 53 as one single residential unit and intended to restrict the said lots so they could be occupied and used only as one single residential unit; and

WHEREAS, the Restrictive Covenant was created for the purpose of combining Lots 52 and 53 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 3 and 4; and

WHEREAS, David A. Olson and Nicci J. Olson, by Deed dated June 6, 2019, and recorded in Official Records Book 4281, Page 2036, of the Public Records of St. Lucie County, Florida, conveyed title to Lot 53 to Heath Stilwell and Cathy J. Stilwell; and

WHEREAS, David A. Olson and Nicci J. Olson, by Deed dated June 14, 2019, and recorded in Official Records Book 4283, Page 1974, of the Public Records of St. Lucie County, Florida, conveyed title to Lot 52 to Heath Stilwell and Cathy Stilwell; and

WHEREAS, the current owners of the Subject Property wish to officially terminate the Restrictive Covenant to reflect the fact that Lots 52 and 53 are no longer occupied as one single residential unit;

WHEREAS, the City of Port St. Lucie agrees to the termination of said Restrictive Covenant upon payment of the total sum of **Eight Thousand Six Hundred Ninety-Five Dollars**

and Sixty-Six Cents (\$8,695.66), 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 assessments by the City of Port St. Lucie as separate residential units for the water/sewer extension project, referred to as Utility Service Area 3 and 4.

NOW, THEREFORE, in consideration of the sum of **Eight Thousand Six Hundred Ninety-Five Dollars and Sixty-Six Cents (\$8,695.66)**, 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 in Official Records Book 1177, Page 1148, 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 shall each be subject to assessments by the City of Port St. Lucie as separate residential units for the water/sewer extension project referred to as Utility Service Area 3 and 4.
5. Lots 52 and 53, Block 1494, Port St. Lucie Section Sixteen, 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 _____, 2019.

WITNESSES

CITY OF PORT ST. LUCIE
a Florida municipal corporation

Signature
Print Name: _____

By: _____
Gregory J. Oravec, Mayor

Signature
Print Name: _____

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this _____ day _____, 2019, by GREGORY J. ORAVEC, 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

Name: _____

Notary Public, State of Florida
My Commission expires _____