

This instrument was prepared under the direction of:

City of Port St. Lucie City Attorney's Office

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 26, 1998, a Restrictive Covenant was executed by William R. Fox and Camille J. Fox (the "Owners") and subsequently recorded on October 12, 1998, in Official Records Book 1177, Page 1521, of the Public Records of St. Lucie County, Florida, encumbering the following described real property:

Lots 21 and 22, Block 497, Port St. Lucie Section Ten, according to the Plat thereof, as recorded in Plat Book 12, Pages 49, 49A through 49G, of the Public Records of St. Lucie County, Florida (the "Subject Property").

WHEREAS, by said 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; 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 PS34, USA 3 and 4; 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 Restrictive Covenant upon payment of the total sum of **Two Hundred Dollars (\$200.00)**, which sum represents the total administrative charges for terminating the Restrictive Covenant; 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; and

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 \$200.00 on December 15, 2023, 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 October 12, 1998, in Official Records Book 1177, Page 1521, 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 assessment by the City of Port St. Lucie as a separate residential unit.
- 5. Lots 21 and 22, Block 497, Port St. Lucie Section Ten, 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 February 2024.

WITNESSES

CITY OF PORT ST. LUCIE,
a Florida municipal corporation

 Signature
 Print Name: _____
 Address: 121 SE Port St. Lucie Boulevard
 Port St. Lucie, Florida 34984

By: _____
Shannon M. Martin, Mayor

 Signature
 Print Name: _____
 Address: 121 SE Port St. Lucie Boulevard
 Port St. Lucie, Florida 34984

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 2024, 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 _____