

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 September 18, 1998, a Restrictive Covenant was executed by Patricia M. Nofer (the "Former Owner") and subsequently recorded on October 12, 1998, in Official Records Book 1177, Page 1035, of the Public Records of St. Lucie County, Florida, encumbering the following described real property, to wit:

Lots 15 and 16, Block 1905, Port St. Lucie Section Nineteen, according to the plat thereof, as recorded in Plat Book 13, Pages 19, 19A through 19K, of the Public Records of St. Lucie County, Florida (the "Subject Property").

WHEREAS, by said Restrictive Covenant the Former Owner stated that she was the owner of the Subject Property, had a principal residence on Lot 15 of the Subject Property, 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 Lots 15 and 16 of the Subject Property so it 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 assessment areas, including the Subject Property; and

WHEREAS, on or about December 23, 2024, the Former Owner conveyed the Subject Property to the Patricia M. Nofer Revocable Trust dated December 13, 2024, via Warranty Deed to Trustees recorded in Official Records Book 5249, Page 1403, of the Public Records of St. Lucie County, Florida; and

WHEREAS, Martha K. Dimeo, Trustee of the Patricia M. Nofer Revocable Trust dated December 13, 2024, wishes to separate Lots 15 and 16 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 the 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 terminate the Restrictive Covenant, there being no outstanding assessments due and owing on the Subject Property based upon equivalent residential connections (ERC) within the Utility Service assessment area.

NOW, THEREFORE, 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 payment for this Termination of the Restrictive Covenant.
3. The Restrictive Covenant recorded in Official Records Book 1177, Page 1035, of the Public Records of St. Lucie County, Florida, restricting the Subject property to one single residential unit is hereby terminated.
4. By this Termination of said Restrictive Covenant the lots described herein may each be subject to assessments by the City of Port St. Lucie as separate residential units.
5. Lots 15 and 16, Block 1905, Port St. Lucie Section Nineteen, 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 has caused this Termination of Restrictive Covenant to be executed by its proper and duly authorized officer.

WITNESSES

CITY OF PORT ST. LUCIE,
a Florida municipal corporation

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

By: _____
Shannon M. Martin, Mayor

Signature
Print Name: _____
Address: 121 SW 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 November 2025, 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.

NOTARY SEAL/STAMP

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