

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 19, 2001, a Restrictive Covenant was executed by Frank V. Tozzi (the "Previous Owner") and subsequently recorded on November 26, 2001, in Official Records Book 1458, Page 1568, of the Public Records of St. Lucie County, Florida, encumbering the following described property, to wit:

Lots 13 and 14, Block 1352, Port St. Lucie Section Eleven, according to the plat thereof, as recorded in Plat Book 12, Pages 51, 51A through 51E, of the Public Records of St. Lucie County, Florida ("Subject Property").

WHEREAS, by said Restrictive Covenant, the Previous Owner stated that he is the owner of the Subject Property, he has a principal residence on Lot 14, occupies the Subject Property as one single residential unit, and he intends 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 Subject Property so Lots 13 and 14, Block 1352, Port St. Lucie Section Eleven, 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 area, including the Subject Property; and

WHEREAS, by virtue of that certain Warranty Deed recorded on November 22, 2024, in Official Records Book 5237, Page 202, of the Public Records of St. Lucie County, Florida, Linda M. Carlson, Trustee of the Linda M. Carlson Revocable Trust, is the current owner of 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 administrative fee for processing the request to 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, 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 Restrictive Covenant and said Restrictive Covenant is hereby released, satisfied, and discharged in its entirety.
3. The Restrictive Covenant recorded on November 26, 2001, in Official Records Book 1458, Page 1568, 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 assessments by the City of Port St. Lucie as a separate residential unit.
5. Lots 13 and 14, Block 1352, Port St. Lucie Section Eleven, 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 April 2025.

WITNESSES

CITY OF PORT ST. LUCIE,
a Florida municipal corporation

By: _____
Shannon M. Martin, Mayor

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

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 [☒] physical presence or [☐] online notarization, this ____ day of April 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 [☒] personally known to me.

NOTARY SEAL/STAMP

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