

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 September 5, 1996, a Restrictive Covenant was executed by Sigurd Halvorsen and Janet Halvorsen (the "Former Owners") and subsequently recorded on October 7, 1996, in Official Records Book 1039, Page 1203, of the Public Records of St. Lucie County, Florida, encumbering the following described property, to wit:

Lots 36 and 37, Block 57, Port St. Lucie Section Twenty-Five, according to the Plat thereof, as recorded in Plat Book 13, at Pages 32, 32A through 32I, of the Public Records of St. Lucie County, Florida ("Subject Property").

WHEREAS, by said Restrictive Covenant, the Former Owners stated that they are the owners of the Subject Property, they have a principal residence on Lot 36, they occupy the Subject Property as one single residential unit, and they intend 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 36 and 37, Block 57, Port St. Lucie Section Twenty-Five, 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 extension area, including the Subject Property; and

WHEREAS, Sigurd Halvorsen and Janet Halvorsen (Deceased), by Quitclaim Deed dated September 5, 2001 and recorded on September 6, 2001 in Official Records Book 1430, Page 2068, of the Public Records of St. Lucie County, Florida, conveyed title to Lot 37 to Sigurd Halvorsen [prior to the recording of the aforesaid Quitclaim Deed, the Death Certificate of Janet Halvorsen was recorded in Official Records Book 1430, Page 2067]; and

WHEREAS, Sigurd Halvorsen and Janet Halvorsen (Deceased), by Quitclaim Deed dated September 5, 2001 and recorded on September 6, 2001 in Official Records Book 1430, Page 2070, of the Public Records of St. Lucie County, Florida, conveyed title to Lot 36 to Sigurd Halvorsen [prior to the recording of the aforesaid Quitclaim Deed, the Death Certificate of Janet Halvorsen was recorded in Official Records Book 1430, Page 2067]; and

WHEREAS, Sigurd Halvorsen, unmarried widower, by Warranty Deed dated December 4, 2001 and recorded in Official Records Book 1464, Page 1072, of the Public Records of St. Lucie County, Florida, conveyed title to the Subject Property to Clayton V. Riley and Rosaria C. Riley; and

WHEREAS, Clayton V. Riley and Rosaria C. Riley, by Quitclaim Deed dated March 27, 2002 and recorded in Official Records Book 1507, Page 1489, of the Public Records of St. Lucie County, Florida, conveyed title to Lot 37 to Diane Baron; and

WHEREAS, Diane Baron (also known as Diane Susan Baron) subsequently died on September 18, 2016, whereupon title to Lot 37 passed to Dennis R. Baron as the sole surviving tenant by the entirety [see In Re Estate of Diane Susan Baron, Case No. 2017-CP-0569, and Order of Summary Administration dated June 5, 2017 and recorded in Official Records Book 4004, Page 2385, Public Records of St. Lucie County]; and

WHEREAS, Dennis R. Baron, an unmarried widower, by Warranty Deed dated August 4, 2017 and recorded in Official Records Book 4032, Page 2943, conveyed title to Lot 37 to Dennis R. Baron, as Trustee of the Dennis R. Baron Revocable Trust Agreement dated February 7, 2017; and

WHEREAS, Dennis R. Baron, as Trustee of the Dennis R. Baron Revocable Trust Agreement dated February 7, 2017, by Warranty Deed dated November 22, 2017 and recorded in Official Records Book 4071, Page 2366, conveyed title to Lot 37 to Adams Homes of Northwest Florida, Inc., a Florida corporation; and

WHEREAS, title to Lot 36 passed to Rosaria C. Riley as the sole surviving tenant by the entirety [See Death Certificate of Clayton V. Riley recorded on January 27, 2005 in Official Records Book 2146, Page 2522, Public Records of St. Lucie County]

WHEREAS, Rosaria C. Riley, by Warranty Deed dated November 20, 2007 and recorded in Official Records Book 3004, Page 1570, of the Public Records of St. Lucie County, Florida, conveyed title to Lot 36 to Rosaria C. Riley as Trustee of the Declaration of Trust of Rosaria C. Riley dated November 20, 2007; and

WHEREAS, Cole Riley, as Successor Trustee of the Declaration of Trust of Rosaria C. Riley dated November 20, 2007, as amended and restated on September 22, 2017, by Warranty Deed dated September 1, 2020 and recorded in Official Records Book 4475, Page 685, of the Public Records of St. Lucie County, Florida, conveyed title to Lot 36 to Michael E. Riley (the "Current Owner"); and

WHEREAS, the Current Owner wishes to convey clear title to Lot 36 and hereby acknowledges that Lots 36 and 37 must be separated and are no longer occupied 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; and

WHEREAS, by the Termination of the Restrictive Covenant, each of the lots identified herein may be subject to assessments by the City of Port St. Lucie; 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 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 1039, Page 1203, 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 36 and 37, Block 57, Port St. Lucie Section Twenty-Five, 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 September, 2021.

WITNESSES

CITY OF PORT ST. LUCIE
a Florida municipal corporation

Signature
Print Name: _____

By: _____
Shannon M. Martin, Vice-Mayor

Signature
Print Name: _____

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 September, 2021 by Shannon M. Martin as Vice-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 _____