

This instrument was prepared by
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 August 9, 2001, a Restrictive Covenant was executed by Geraldine M. Taylor and William R. Taylor (the "Former Owners") and subsequently recorded on November 21, 2001, in Official Records Book 1458, Page 243, of the Public Records of St. Lucie County, Florida, encumbering the following described property, to wit:

Lots 14, 15, and 16, Block 1204, Port St. Lucie Section Eight, according to the plat thereof, as recorded in Plat Book 12, Page 38, of the Public Records of St. Lucie County, Florida (the "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 15, 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 14, 15, and 16, Block 1204, Port St. Lucie Section Eight, 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, Geraldine M. Taylor died on or about July 26, 2016, as evidenced by a Continuous Marriage Affidavit recorded in Official Records Book 4721, Page 1332, Public Records of St. Lucie County, Florida, leaving William R. Taylor as the sole surviving tenant by the entirety; and

WHEREAS, William R. Taylor, also known as William Randolph Taylor, by Quit Claim Deed dated May 28, 2021 and recorded in Official Records Book 4620, Page 1870, of the Public Records of St. Lucie County, Florida, conveyed title to the Subject Property to William Randolph Taylor and Deborah Taylor Roland; and

WHEREAS, William R. Taylor died on or about August 13, 2021, as evidenced by an Affidavit of No Florida Real Estate Tax Due recorded in Official Records Book 4721, Page 1331, Public Records of St. Lucie County, Florida, and was survived by Deborah Taylor Roland; and

WHEREAS, Deborah Taylor Roland, by Warranty Deed dated November 10, 2021 and recorded in Official Records Book 4721, Page 1333, of the Public Records of St. Lucie County, Florida, conveyed title to the Subject Property to Jessica Pimentel and Peter Pimentel III (the “Current Owners”); and

WHEREAS, the Current Owners wish to separate Lots 14, 15, and 16 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 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 in Official Records Book 1458, Page 243, 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 14, 15, and 16, Block 1204, Port St. Lucie Section Eight, 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 _____, 2022.

WITNESSES

CITY OF PORT ST. LUCIE,
a Florida municipal corporation

Signature
Print Name: _____

By: _____
Shannon M. Martin, 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 _____, 2022, 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 _____