

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 August 31, 2001, a Restrictive Covenant was executed by George C. Horn and Anne Marie Horn (the "Owners") and subsequently recorded on November 27, 2001, in Official Records Book 1459, Page 380, of the Public Records of St. Lucie County, Florida, encumbering the following described real property, to wit:

Lots 18 and 19, Block 2382, Port St. Lucie Section Thirty-Four, according to the plat thereof, as recorded in Plat Book 15, Pages 9, 9A through 9W, of the Public Records of St. Lucie County, Florida (the "Subject Property").

WHEREAS, by said Restrictive Covenant, the Owners stated that they were the owners of the Subject Property, they had a principal residence on Lot 18, they occupied the Subject Property as one single residential unit, and they 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 Subject Property so Lots 18 and 19, Block 2382, Port St. Lucie Section Thirty-Four, 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, on March 9, 2022, via a Warranty Deed recorded on March 10, 2022, in Official Records Book 4788, Page 2482, of the Public Records of St. Lucie County, Florida, the Owners conveyed title to Lot 19 to Holiday Builders, Inc.; and

WHEREAS, on November 29, 2022, via a Corporate Warranty Deed recorded on November 30, 2022, in Official Records Book 4920, Page 2787, of the Public Records of St. Lucie County, Florida, Holiday Builders, Inc. conveyed title to Lot 19 to Justin T. Neil Edwards; and

WHEREAS, Justin T. Neil Edwards wishes to separate Lots 18 and 19 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 PS56 the Utility Service Assessment Area Phases 5, 6 & 7A.

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 27, 2001, in Official Records Book 1459, Page 380, 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 18 and 19, Block 2382, Port St. Lucie Section Thirty-Four, 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 January 2023.

WITNESSES

CITY OF PORT ST. LUCIE,
a Florida municipal corporation

By: _____
Shannon M. Martin, Mayor

Signature
Print Name: _____

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 January 2023, 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 _____