

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 24, 1994, a Restrictive Covenant was executed by Herschel H. Ehmke and Eleanor R. Ehmke and subsequently recorded on October 20, 1994, in Official Records Book 925, Page 1804, of the Public Records of St. Lucie County, Florida, encumbering the following described property, to wit:

Lots 16 and 17, Block 176, Port St. Lucie Section Four, according to the Plat thereof, as recorded in Plat Book 12, at Pages 14A through 14G, of the Public Records of St. Lucie County, Florida (“Subject Property”).

WHEREAS, by said Restrictive Covenant, Herschel H. Ehmke and Eleanor R. Ehmke stated that they are the owners of the Subject Property, they have a principal residence on Lot 16, 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 16 and 17, Block 176, Port St. Lucie Section Four would be assessed by the City of Port St. Lucie as a single residential unit for the water/sewer extension project, referred to as PSL District 1 Phase 2 MSBU; and

WHEREAS, at the time the Restrictive Covenant was executed and recorded, only Lot 16, Block 176, Port St. Lucie Section Four was owned by Herschel H. Ehmke and Eleanor R. Ehmke, whereas Lot 17, Block 176, Port St. Lucie Section Four was owned solely by Herschel H. Ehmke; and

WHEREAS, Herschel H. Ehmke, by Quitclaim Deed dated January 30, 2003, and recorded in Official Records Book 1651, Page 1944, of the Public Records of St. Lucie County, Florida, conveyed title to Lot 17, Block 176, Port St. Lucie Section Four, to Herschel H. Ehmke and Eleanor R. Ehmke; and

WHEREAS, Herschel H. Ehmke and Eleanor R. Ehmke, by Warranty Deed dated November 20, 2012, and recorded in Official Records Book 3459, Page 278, of the Public Records of St. Lucie County, Florida, conveyed title to Lot 16, Block 176, Port St. Lucie Section Four, to Mark H. Gebhart; and

WHEREAS, Herschel H. Ehmke a/k/a Herschel Ehmke and Eleanor R. Ehmke, by Warranty Deed dated October 6, 2016, and recorded in Official Records Book 3922, Page 974, of the Public Records of St. Lucie County, Florida, conveyed title to Lot 17, Block 176, Port St. Lucie Section Four, to Adams Homes of Northwest Florida, Inc., a Florida corporation; and

WHEREAS, Adams Homes of Northwest Florida, Inc., a Florida corporation, by Special Warranty Deed dated April 21, 2017, and recorded in Official Records Book 3993, Page 448, of the Public Records of St. Lucie County, Florida, conveyed title to Lot 17, Block 176, Port St. Lucie Section Four, to Jose A. Lopez and Nilda I. Diaz, husband and wife; and

WHEREAS, Mark H. Gebhart joined by his wife Amy Sanders, by Warranty Deed dated June 11, 2021, and recorded in Official Records Book 4631, Page 130, of the Public Records of St. Lucie County, Florida, conveyed title to Lot 16, Block 176, Port St. Lucie Section Four, to Nicholas James Kress; and

WHEREAS, Mark H. Gebhart, prior to conveying title to Lot 16, Block 176, Port St. Lucie Section Four, to Nicholas James Kress, submitted a request to terminate the Restrictive Covenant; 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 will be subject to assessments by the City of Port St. Lucie as a separate residential unit for the water/sewer extension project, referred to as PSL District 1 Phase 2 MSBU.

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 925 at Page 1804, 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 shall each be subject to assessments by the City of Port St. Lucie as a separate residential unit for the water/sewer extension project, referred to as PSL District 1 Phase 2 MSBU .
5. Lots 16 and 17, Block 176, Port St. Lucie Section Four, may be developed independently of each other in accordance with the rules and regulations of the City of Port St. Lucie.

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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 August, 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 August, 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 _____