

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 11, 2001, a Restrictive Covenant was executed by Michael S. Beath and Deborah M. Beath (the "Former Owners") and subsequently recorded on November 21, 2001, in Official Records Book 1458, Page 277, of the Public Records of St. Lucie County, Florida, encumbering the following described real property, to wit:

Lots 45 and 46, Block 1222, Port St. Lucie Section Eight, according to the plat thereof, as recorded in Plat Book 12, Pages 38A through 38I, 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 45, 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 45 and 46, Block 1222, 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 known as P56 Utility Service Area 5, 6, & 7A, including the Subject Property; and

WHEREAS, on May 28, 2013, the Former Owners via a Warranty Deed recorded on June 3, 2013, in Official Records Book 3524, Page 358, of the Public Records of St. Lucie County, Florida, conveyed title to the Subject Property to Frank O. Diez, a single man; and

WHEREAS, on July 9, 2020, Frank O. Diez via a Warranty Deed recorded on July 13, 2020, in Official Records Book 4445, Page 254, of the Public Records of St. Lucie County, Florida, conveyed title to the Subject Property to ReBecca Nicholson and Kyle Nicholson (the "Owners"); and

WHEREAS, the Owners wish to separate Lots 45 and 46 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 277, 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 45 and 46, Block 1222, 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 July 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 July 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 _____