

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)

PARTIAL RELEASE AND MODIFICATION OF RESTRICTIVE COVENANT

WHEREAS, on July 27, 2001, a Restrictive Covenant was executed by Karl Foxpool (the "Former Owner") and subsequently recorded on November 21, 2001, in Official Records Book 1458, Page 673, of the Public Records of St. Lucie County, Florida, encumbering the following described property, to wit:

Lots 9, 10, and 11, Block 1113, Port St. Lucie Section Nine, according to the Plat thereof, as recorded in Plat Book 12, Pages 39A through 39I, of the Public Records of St. Lucie County, Florida (Lots 9, 10 and 11 are hereafter referred to as the "Old Property," and Lots 9 and 10 are hereafter referred to as the "New Property").

WHEREAS, by said Restrictive Covenant, the Former Owner stated that he is the owner of the Old Property, he has a principal residence on Lots 9 and 10, he occupies the Old Property as one single residential unit, and he intends to restrict the Old 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 Old Property so Lots 9, 10, and 11, Block 1113, Port St. Lucie Section Nine, 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 Old Property; and

WHEREAS, Karl Foxwood died intestate on August 17, 2018, whereupon title to the Old Property inured to his heirs as follows: a one-half undivided interest to his surviving spouse, Cassandra E. Foxpool, and a one-eighth undivided interest to each of his four children, Terry J. Swiger, Carla Charlene Davis, Kelly C. Swiger and Ricky Carl Swiger [see Death Certificate of Karl Foxwood issued on August 27, 2018; In Re Estate of Karl Foxpool, a/k/a Charles C. Swiger, Case No. 2018-CP-001297; and Order Determining Homestead Status of Real Property recorded on December 7, 2018 in Official Records Book 4210, Page 2638, of the Public Records of St. Lucie County]; and

WHEREAS, Terry J. Swiger, by Quit Claim Deed dated January 26, 2019 and recorded in Official Records Book 4235, Page 1436, of the Public Records of St. Lucie County, Florida, conveyed title to an undivided one-eighth interest in the Old Property to Cassandra E. Foxpool; and

WHEREAS, Carla Charlene Davis, by Quit Claim Deed dated January 25, 2019 and recorded in Official Records Book 4235, Page 1434, of the Public Records of St. Lucie County, Florida, conveyed title to an undivided one-eighth interest in the Old Property to Cassandra E. Foxpool; and

WHEREAS, Kelly C. Swiger, by Quit Claim Deed dated January 25, 2019 and recorded in Official Records Book 4235, Page 1435, of the Public Records of St. Lucie County, Florida, conveyed title to an undivided one-eighth interest in the Old Property to Cassandra E. Foxpool; and

WHEREAS, Ricky Carl Swiger, by Quit Claim Deed dated February 5, 2019 and recorded in Official Records Book 4235, Page 1433, of the Public Records of St. Lucie County, Florida, conveyed title to an undivided one-eighth interest in the Old Property to Cassandra E. Foxpool; and

WHEREAS, Cassondra Elizabeth Foxpool, by Warranty Deed dated January 28, 2020 and recorded in Official Records Book 4377, Page 2117, of the Public Records of St. Lucie County, Florida, conveyed title to the Old Property to Cassondra Elizabeth Foxpool, as Trustee of the Cassondra Elizabeth Foxpool Trust dated January 28, 2020 (the "Current Owner"); and

WHEREAS, the Current Owner wishes to separate Lot 11 and further wishes to occupy the New Property as one single residential unit; and

WHEREAS, the City of Port St. Lucie agrees to this Partial Release and Modification of 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 partially terminate and modify the Restrictive Covenant, there being no outstanding assessments due and owing on the Old 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 this Partial Release and Modification of Restrictive Covenant.
3. The Restrictive Covenant recorded in Official Records Book 1458, Page 673, of the Public Records of St. Lucie County, Florida, is hereby modified so that it applies only to the New Property, restricting the New Property to one single residential unit.

