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, Cassondra 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.

- 4. By this Partial Release and Modification of Restrictive Covenant, Lot 11 and the New Property may each be subject to assessments by the City of Port St. Lucie as separate residential units.
- 5. Lot 11 and the New Property 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 Current Owner has caused her hand and seal to be affixed hereto.

Signed, sealed and delivered in the presence of:	
WITNESSES	
Signature of Witness Print Name:	Cassondra Elizabeth Foxpool, as Trustee of the Cassondra Elizabeth Foxpool Trust dated January 28, 2020
Signature of Witness Print Name:	
NOTARIZATION AS TO CASSON	DRA ELIZABETH FOXPOOL'S EXECUTION
STATE OF FLORIDA)) ss COUNTY OF ST. LUCIE)	
presence or [] online notarization, this Cassondra Elizabeth Foxpool, as Trustee of	nowledged before me by means of [] physical, 2021, by of the Cassondra Elizabeth Foxpool Trust dated nown to me to be the person who executed the uced the following identification:
	·
NOTARY SEAL/STAMP	Signature of Notary Public Print Name: Notary Public, State of Florida My Commission expires:

corporation, has caused this Partial Re	ne City of Port St. Lucie, Florida, a Florida municipal elease and Modification of Restrictive Covenant to be authorized public official on this day of
WITNESSES	CITY OF PORT ST. LUCIE a Florida municipal corporation
Signature Print Name:	By:Shannon M. Martin, Mayor
Signature Print Name:	
NOTARIZATION AS TO TH	E CITY OF PORT ST. LUCIE'S EXECUTION
STATE OF FLORIDA) ss COUNTY OF ST. LUCIE)	
or [] online notarization, this day Mayor of the City of Port St. Lucie, an	knowledged before me by means of [X] physical presence y of, 2021 by Shannon M. Martin as nd on behalf of the City of Port St. Lucie who is [X] to has [] produced the following identification
NOTARY SEAL/STAMP	Signature of Notary Public Print Name: Notary Public, State of Florida My Commission expires