

This instrument was prepared under the direction of:

James D. Stokes, 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 June 29, 1998, Dennis M. Bianco executed a Restrictive Covenant which was recorded in Official Records Book 1177, Page 1599, of the Public Records of St. Lucie County, Florida, encumbering the following described property (the "Subject Property"), to wit:

Lots 7 and 20, Block 1938, Port St. Lucie Section Nineteen, according to the Plat thereof, as recorded in Plat Book 13, at Page 19, 19A-19K, of the Public Records of St. Lucie County, Florida.

**WHEREAS**, by said Restrictive Covenant, Dennis M. Bianco, the owner of the Subject Property, stated that he occupied Lots 7 and 20 as one single residential unit and intended to restrict the said lots so they could be occupied and used only as one single residential unit; and

**WHEREAS**, the Restrictive Covenant was created for the purpose of combining Lots 7 and 20 so they would be assessed by the City of Port St. Lucie as a single residential unit for the water/sewer extension project, referred to as Utility Service Area 3 and 4; and

**WHEREAS**, Dennis M. Bianco, by Deed dated December 22, 2004, and recorded in Official Records Book 2128, Page 2221, of the Public Records of St. Lucie County, Florida, conveyed title to Lots 7 and 20 to Omar Abdelquader, a married man; and

**WHEREAS**, Omar Abdelquader and Raida Abdelquader, husband and wife, by Deed dated February 13, 2006, and recorded in Official Records Book 2488, Page 705, of the Public Records of St. Lucie County, Florida, conveyed title to Lot 7 to Karina G. Capellan; and

**WHEREAS**, Karina G. Capellan, by Deed dated May 26, 2006, and recorded in Official Records Book 2599, Page 2230, of the Public Records of St. Lucie County, Florida, conveyed title to Lot 7 to Karina G. Capellan and Candida Ross Capellan; and

**WHEREAS**, Omar Abdelquader, by Deed dated November 13, 2007, and recorded in Official Records Book 2904, Page 53, of the Public Records of St. Lucie County, Florida, conveyed title to Lot 20 to Salem S. Qaraleh and Cita E. Valdez; and

**WHEREAS**, Deutsche Bank National Trust Company, as Trustee for Long Beach Mortgage Loan Trust 2006-3, acquired title to Lot 7 by Certificate of Title dated June 18, 2008, and recorded in Official Records Book 2986, Page 1143, of the Public Records of St. Lucie County, Florida; and

**WHEREAS**, Deutsche Bank National Trust Company, as Trustee for Long Beach Mortgage Loan Trust 2006-3, by Deed dated August 14, 2008, and recorded in Official Records Book 3027, Page 1379, of the Public Records of St. Lucie County, Florida, conveyed title to Lot 7 to Michael P. Ward; and

**WHEREAS**, by Final Judgment of Dissolution of Marriage dated May 30, 2013, in Case No. 12-DR-2445 in the Circuit Court of the Nineteenth Judicial Circuit in and for St. Lucie County, Florida, and recorded in Official Records Book 3523, Page 1622, of the Public Records of St. Lucie County, it was ordered and decreed that Cita E. Valdez owned Lot 20 free and clear of any claim by Salem S. Qarleh; and

**WHEREAS**, Wells Fargo Bank, NA, acquired title to Lot 7 by Certificate of Title dated January 7, 2014, and recorded in Official Records Book 3593, Page 2383, of the Public Records of St. Lucie County, Florida; and

**WHEREAS**, Wells Fargo Bank, N.A., by Deed dated January 13, 2014, and recorded in Official Records Book 3598, Page 1246, of the Public Records of St. Lucie County, Florida, conveyed title to Lot 7 to Federal Home Loan Mortgage Corporation; and

**WHEREAS**, Federal Home Loan Mortgage Corporation, by Deed dated June 25, 2014, and recorded in Official Records Book 3651, Page 191, of the Public Records of St. Lucie County, Florida, conveyed title to Lot 7 to Giuseppe Avitto, a married person; and

**WHEREAS**, Giuseppe Avitto and Cecilia Tursi, husband and wife, by Deed dated January 30, 2015, and recorded in Official Records Book 3715, Page 1923, of the Public Records of St. Lucie County, Florida, conveyed title to Lot 7 to Cindy Dennison; and

**WHEREAS**, by Tax Deed dated June 1, 2015, and recorded in Official Records Book 3752, Page 1368, of the Public Records of St. Lucie County, and by Corrective Tax Deed recorded on November 21, 2016, in Official Records Book 3934, Page 1980, Lot 20 was conveyed to Stewart Porter and Jacqueline Porter; and

**WHEREAS**, Jacqueline Porter a/ka Jacqueline A. Porter, the unmarried surviving spouse of Charles Stewart Porter a/k/a Stewart Porter, by Deed dated August 17, 2016, and recorded in Official Records Book 3907, Page 2571, of the Public Records of St. Lucie County, Florida, conveyed title to Lot 20 to Jacqueline A. Porter, as Trustee of the Jacqueline A. Porter Revocable Trust Agreement dated April 23, 1990, as amended and restated; and

**WHEREAS**, the above-referenced conveyance from Omar Abdelquader and Raida Abdelquader to Karina G. Capellan separated the Subject Property resulting in Lots 7 and 20 no longer being occupied as one single residential unit; and

**WHEREAS**, Jacqueline A. Porter, as Trustee of the Jacqueline A. Porter Revocable Trust Agreement dated April 23, 1990, as amended and restated, the current owner of Lot 20, and Cindy Dennison, the current owner of Lot 7, wish to officially terminate the Restrictive Covenant to reflect the fact that Lots 7 and 20 are no longer occupied as one single residential unit;

**WHEREAS**, the City of Port St. Lucie agrees to the termination of said Restrictive Covenant upon payment of the total sum of **Eight Thousand Six Hundred Ninety-Five Dollars and Sixty-Six Cents (\$8,695.66)**, which sum represents the total 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 separate residential units for the water/sewer extension project, referred to as Utility Service Area 3 and 4.

**NOW, THEREFORE**, in consideration of the sum of **Eight Thousand Six Hundred Ninety-Five Dollars and Sixty-Six Cents (\$8,695.66)**, 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 1177, Page 1599, 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 separate residential units for the water/sewer extension project referred to as Utility Service Area 3 and 4.
5. Lots 7 and 20, Block 1938, Port St. Lucie Section Nineteen, 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 \_\_\_\_\_, 2019.

WITNESSES

**CITY OF PORT ST. LUCIE**  
a Florida municipal corporation

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Gregory J. Oravec, Mayor

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_

STATE OF FLORIDA        )  
  ) ss  
COUNTY OF ST. LUCIE    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by GREGORY J. ORAVEC, 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 \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

Name: \_\_\_\_\_

NOTARY SEAL/STAMP

Notary Public, State of Florida  
My Commission expires \_\_\_\_\_