



CITY OF PORT ST. LUCIE PUBLIC WORKS DEPARTMENT

Residential of Unity of Title Application

Complete the following with legible printing in black or blue ink or typed and forward this application, along with the required attachments, to the City of Port St. Lucie Public Works Department. Illegible applications or attachments will be returned to the applicant. The City will complete the required paperwork and have the document recorded.

Note: Must contact St. Lucie County Property Appraiser's Office for tax purposes at (772) 462-1000.

Present Owner(s) of Record: _____

Property Address: _____

Parcel ID Number: _____

Property Legal Description:

LOT(S): _____

BLOCK: _____

SECTION: _____

Contact Name and Number: _____

Purpose of Unity of Title: _____

Required Attachments with Application

1. Completed Application
2. Property Card(s) <http://www.paslc.org/>
3. Most recent Tax Bill Statement(s) <https://www.tcslc.com/>
4. Deed(s) <https://acclaimweb.stlucieclerk.com/>
5. Payment in the amount of \$400.00 which includes St. Lucie County Recording Fees.

○ PROCESS

- Building Department Review
- Planning and Zoning Review
- Public Works Review
- Utility Systems Department Review
- Legal Review
- Record at County

○ ESTIMATED TIMEFRAME

- 4-6 weeks

Prepared by:
CITY OF PORT ST. LUCIE
Public Works Department
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

(Space above this line reserved for recording office use only)

DECLARATION OF UNITY OF TITLE

KNOW ALL MEN BY THESE PRESENTS that the undersigned, _____, is the fee simple owner of the following described real property situated and being in the City of Port St. Lucie, Florida (the "Property"):

Lots _____ and _____, Block _____, Port St. Lucie Section _____, according to the plat thereof, as recorded in Plat Book _____, at Pages _____, _____ and _____, of the Public Records of St. Lucie County, Florida.

WHEREAS, the undersigned does hereby make the following declarations of conditions, limitations and restrictions on said lands, hereinafter to be known and referred to as a Declaration of Unity of Title, as to the following particulars:

1. That the said Property shall be considered as one plot or parcel of land, and that no portion thereof shall be sold, assigned, transferred, conveyed, devised, or mortgaged separately except in its entirety, as one plot or parcel of land.
2. That this condition, restriction and limitation is intended and shall constitute a restrictive covenant concerning the use, enjoyment and title to the Property described above, and shall be deemed a covenant running with the land, as provided by law, and shall remain in full force and effect, and be binding upon the undersigned, and the heirs, successors and assigns of the undersigned until such time as the same may be released in writing by the City of Port St. Lucie, or its successor, in accordance with the applicable rules, codes or ordinances of said City then in effect. The Unity of Title granted by the City is subject to revocation upon written notice to the property owner of record, as listed in the public tax records at the time the written notice is issued. Furthermore, this Unity of Title neither conveys any right, title or interest in or to any of the legal or equitable easement rights of the City nor serves as City's abandonment of its rights in and to any easement.
3. Should the City exercise its rights to revoke this Unity of Title, as outlined in paragraph 2 above, the undersigned and/or any successors, assigns or future holders of interest in the Property shall be responsible for the removal of the encroachment(s), obstruction(s), or structure(s) and the restoration of the terrain, at the owner's sole cost and expense, within thirty (30) days of the owner of record's receipt of the City's notice of revocation unless the urgency of the situation requires the removal of the encroachment to be accomplished in a shorter period of time. Said written notice of City's revocation of this Unity of Title shall be made by certified mail, return receipt requested,

hand-delivery, or personal service. In the event that the removal of the encroachment(s) and restoration are not accomplished within thirty (30) days of the owner of record's receipt of the City's notice of revocation, the City shall be hereby authorized to remove the encroachment(s). The undersigned hereby agrees to immediately reimburse City for any and all costs incurred for said removal and restoration. The City shall have the right to levy an assessment against the real property and collect the costs of removal and restoration in the same manner as general taxes are collected under state and local laws.

4. The undersigned also agrees that this Declaration of Unity of Title shall be recorded in the Public Records of St. Lucie County, Florida.

NOW, THEREFORE, for good and valuable consideration, the undersigned does hereby declare that the undersigned will not convey or cause to be conveyed the title to the Property without requiring the successor in title to abide by all terms and conditions set forth herein.

FURTHER, the undersigned agrees to indemnify, defend, and hold harmless the City of Port St. Lucie, its officials, officers, attorneys, consultants, agents and employees from and against all claims, damages, losses, and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court and/or arbitration costs) arising out of or resulting, in whole or in part, from the execution of this Declaration of Unity of Title. Moreover, the undersigned agrees that nothing in this indemnification and hold harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, as established by Florida Statutes, case law, or any other source of applicable governing law afforded to the City of Port St. Lucie.

NO PRECEDENT ESTABLISHED. This Unity of Title is issued with the understanding that any action herein is not to be considered as establishing a precedent as to the utility or the acceptability of any permit with respect to any other or future situation. Each approval of a Declaration of Unity of Title will be determined on a case-by-case basis using the policy guidelines established and approved by the City Council of the City of Port St. Lucie.

IN WITNESS WHEREOF, the undersigned has caused his/her hand and seal to be affixed hereto on this _____ day of _____, 20__.

SIGNATURE TO FOLLOW ON NEXT PAGE

**Signed, sealed and delivered
in the presence of:**

WITNESSES:

Signature of Witness

Print Name: _____

Address: _____

Signature of Witness

Print Name: _____

Address: _____

OWNER:

Signature of Owner

Print Name: _____

NOTARIZATION AS TO OWNER'S EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 20____, by _____ who is [] personally known to me, or who has [] produced the following identification:
_____.

Signature of Notary Public

Print Name of Notary Public
Notary Public, State of Florida
My Commission expires _____

NOTARY SEAL/STAMP