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### UNITY OF TITLE AGREEMENT

THIS UNITY OF TITLE AGREEMENT ("Agreement") is made between and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ ("Owner") and the Town of Palm Beach, a municipal corporation existing under the laws of the State of Florida ("Town").

#### RECITALS

- A. The undersigned ("Owner"), is the Owner of the following described parcels of real property located in the Town of Palm Beach, Palm Beach County, Florida:

**Parcel 1 Legal Description:** \_\_\_\_\_

**Parcel 1 Identification Number: 50-43-**\_\_\_\_\_

**Parcel 1 Address:** \_\_\_\_\_

**Parcel 2 Legal Description:** \_\_\_\_\_

**Parcel 2 Identification Number: 50-43-**\_\_\_\_\_

**Parcel 2 Address:** \_\_\_\_\_

- B. Owner wishes to connect and improve both Parcel 1 and Parcel 2 and make them one residential living unit.
- C. The Town of Palm Beach will not issue a Building Permit to Owner to connect and improve Parcel 1 and Parcel 2 as one residential living unit unless and until Owner legally combines both parcels with a Unity of Title.
- D. There are no mortgages on either Parcel 1 or Parcel 2. (If there are mortgages on either Parcel you will need the lending institution to fill out the Consent of Mortgagee Form).**
- E. The Town on July 12, 2017, adopted Resolution 119-2017 which Resolution provides for assessment for each of the parcels identified above for undergrounding of Town-wide utilities. The Owner agrees to continue to be responsible for said assessments regardless of this unification.

**Now therefore**, in consideration of the Town of Palm Beach granting a building permit to Owner to connect and improve Parcel 1 and Parcel 2 as one residential living unit, the Owner agrees that Parcel 1 and Parcel 2 shall hereafter be subject to the following restrictions in the following manner:

1. Parcel 1 (\_\_\_\_\_) and Parcel 2 (\_\_\_\_\_) shall be considered as one unit and parcel and no portion of said combined parcel or unit shall be sold, transferred, devised or signed separately, but only in its entirety as one unit or parcel.
2. Owner further agrees that this condition, restriction, and limitation shall be deemed a covenant running with the land (Parcel 1 and Parcel 2) and shall remain in full force and effect and be binding upon the Owner, his heirs and assigns until such time as the same has been released in writing by the Town of Palm Beach.
3. Owner agrees that this instrument shall be recorded in the Public Records of Palm Beach County, Florida. A Certified Copy of the Recorded instrument shall be provided to the Town of Palm Beach.
4. In the event a request is made in the future that this Unity of Title be released, should the two units (Parcel 1 and Parcel 2) otherwise be independently in compliance with the Town's comprehensive plan, zoning ordinance and the regulations of the Town, the Town shall, upon written request by the Owner, his successors, or assigns, execute a recordable termination of this Unity of Title.
5. Owner acknowledges and agrees that Owner shall continue to be responsible for assessments identified by the Town relating to each individual parcel defined herein as if each parcel had not been unified.

Signed, sealed, executed, and acknowledged on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

IN WITNESS WHEREOF

OWNER 1

\_\_\_\_\_  
Witness # 1 Signature

\_\_\_\_\_  
*(Type Name below signature block)*

\_\_\_\_\_  
Witness # 1 Printed Name

\_\_\_\_\_  
Witness # 2 Signature

\_\_\_\_\_  
Witness # 2 Printed Name

IN WITNESS WHEREOF

OWNER 2 (if applicable)

\_\_\_\_\_  
Witness # 1 Signature

\_\_\_\_\_  
(Type Name below signature block)

\_\_\_\_\_  
Witness # 1 Printed Name

\_\_\_\_\_  
Witness # 2 Signature

\_\_\_\_\_  
Witness # 2 Printed Name

STATE OF FLORIDA  
COUNTY OF PALM BEACH

Sworn to, subscribed and acknowledged before me by means of  physical presence or  online notarization on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by (OWNER 1) \_\_\_\_\_, who is

Personally known OR  Identification produced: \_\_\_\_\_

NOTARY SEAL

\_\_\_\_\_  
Notary Public, State of Florida  
Notary's printed name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PALM BEACH

Sworn to, subscribed and acknowledged before me by means of  physical presence or  online notarization on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by (OWNER 2) \_\_\_\_\_, who is

Personally known OR  Identification produced: \_\_\_\_\_

NOTARY SEAL

\_\_\_\_\_  
Notary Public, State of Florida  
Notary's printed name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

TOWN OF PALM BEACH

\_\_\_\_\_  
Witness # 1 Signature

\_\_\_\_\_  
Kirk Blouin, Town Manager

\_\_\_\_\_  
Witness # 1 Printed Name

\_\_\_\_\_  
Witness # 2 Signature

\_\_\_\_\_  
Witness # 2 Printed Name

STATE OF FLORIDA  
COUNTY OF PALM BEACH

Sworn to, subscribed and acknowledged before me by means of  physical presence or  online notarization on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **Kirk Blouin**, the Town Manager, respectively, of the TOWN OF PALM BEACH, a municipal Corporation existing under the laws of the State of Florida, on behalf of the corporation, who is:  Personally known OR  Identification produced: \_\_\_\_\_

NOTARY SEAL

\_\_\_\_\_  
Notary Public, State of Florida  
Notary's printed name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Pat Gayle-Gordon, Acting Town Clerk

APPROVAL FOR FORM AND LEGAL SUFFICIENCY

\_\_\_\_\_  
John C. Randolph  
Town Attorney

**CONSENT OF MORTGAGEE**

\_\_\_\_\_ Is the Mortgagee of that certain mortgage from \_\_\_\_\_, as Mortgagors, dated \_\_\_\_\_ and recorded \_\_\_\_\_, in Official Record Book \_\_\_\_\_ Page \_\_\_\_\_ public records of Palm Beach County, Florida, which mortgage encumbers a portion of the property included in the Unity of Title set forth above. The Mortgagee hereby consents to the terms and provisions of the Unity of Title entered into by Mortgagors.

\_\_\_\_\_  
Mortgagee

By \_\_\_\_\_

Its \_\_\_\_\_

Dated \_\_\_\_\_

(Note: If there is no mortgage on the properties or condominiums, a notarized affidavit is required affirming that from the property owner.)