

**PREPARED BY AND RETURN TO:**  
[Insert information]

Parcel Control Numbers:

50-43-\_\_\_\_-\_\_\_\_-\_\_\_\_-\_\_\_\_  
50-43-\_\_\_\_-\_\_\_\_-\_\_\_\_-\_\_\_\_

**UNITY OF TITLE AGREEMENT**

THIS UNITY OF TITLE AGREEMENT (“Agreement”) is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (“Owner”), and the TOWN OF PALMBEACH, a municipal corporation existing under the laws of the State of Florida (“Town”).

WHEREAS, Owner is the fee simple title holder of the following two parcels of real property located in Palm Beach County, Florida, and more particularly described as follows (collectively referred to herein as, the “Property”):

**Parcel 1 Legal Description:**

**Parcel 1 Address:**

**Parcel 2 Legal Description:**

**Parcel 2 Address:**

WHEREAS, Owner is seeking to connect and improve the Property to make them one parcel;

WHEREAS, the Town will not issue a building permit to Owner to connect and improve the Property as one parcel unless and until Owner legally combines the Property with a Unity of Title Agreement;

WHEREAS, on July 12, 2017, the Town adopted Resolution 119-2017, which resolution provides for the assessment for each of the parcels identified above for undergrounding of Town-wide utilities, and Owner agrees to continue to be responsible for said assessments regardless of this unification;

WHEREAS, this Agreement shall require that severance of the Property after unification shall only occur should Parcel 1 and Parcel 2 otherwise be independently in compliance with the Town’s Comprehensive Plan and lot, yard and bulk requirements as set forth in Chapter 134, Zoning, of the Code of Ordinances of the Town of Palm Beach; and

WHEREAS, 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).**

NOW, THEREFORE, in consideration of Ten and 00/100 dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and the Town hereby agree as follows:

1. The Property shall be considered as one parcel. No portion of the Property shall be sold, transferred, devised, leased or assigned separately from the whole of the Property, but rather only in its entirety as one parcel, except upon prior written approval of the Town. Owner further agrees that this condition, restriction and limitation shall be binding upon Owner, its heirs, successors, and assigns, until such time as the same is released in writing by the Town.

2. Should either Parcel 1 or Parcel 2 otherwise be independently in compliance with the zoning ordinances, comprehensive plan, and the regulations of the Town at such time that a release of the Unity of Title is requested by Owner, the Town shall, upon written request by Owner, its heirs, successors, or assigns, execute a recordable termination of this Agreement.

3. Owner acknowledges and agrees that Owner shall continue to be responsible for all assessments identified by the Town relating to each individual parcel defined herein as if each parcel had not been unified.

4. Owner agrees that this Agreement shall be recorded in the Public Records of Palm Beach County, Florida.

5. This Agreement shall be a covenant running with the Property and shall remain in full force and effect and be binding upon the Owner, its heirs, successors, and assigns, and shall constitute notice to all persons whomsoever of the terms and provisions herein set forth.

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

[SIGNATURES ON FOLLOWING PAGES]

Signed, sealed and delivered  
in the presence of:

OWNER 1:

\_\_\_\_\_  
Witness 1 Signature  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Witness 2 Signature  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

OWNER 2:

\_\_\_\_\_  
Witness 1 Signature  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Witness 2 Signature  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
(Owner 1) \_\_\_\_\_ who  is personally known to

me or who  has produced \_\_\_\_\_ as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
(Owner 2) \_\_\_\_\_ who  is personally known to  
me or who  has produced \_\_\_\_\_ as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

TOWN OF PALM BEACH:

\_\_\_\_\_  
Witness 1 Signature  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Witness 2 Signature  
Print Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by KIRK BLOUIN, as Town Manager 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 to me or who  has produced \_\_\_\_\_ as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Kelly Churney, Town Clerk

APPROVED AS TO LEGAL FORM AND  
SUFFICIENCY:

\_\_\_\_\_  
Joanne M. O'Connor, Town Attorney

**CONSENT OF MORTGAGEE**

\_\_\_\_\_, a \_\_\_\_\_, is the Mortgagee of that certain mortgage from \_\_\_\_\_, as Mortgagor, dated \_\_\_\_\_, and recorded in Official Record Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of Palm Beach County, Florida, which mortgage encumbers a portion of the Property included in the Unity of Title Agreement set forth above. Mortgagee hereby consents to the terms and provisions of the Unity of Title Agreement entered into by Mortgagor.

\_\_\_\_\_  
Mortgagee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_

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