

PREPARED BY:

_____[SPACE ABOVE THIS LINE FOR RECORDING DATA]_____

UNITY OF TITLE

WHEREAS, [OWNER] ("Owner") owns the property ("Property") legally described as:

(Parcel #, and description) _____

the address of which is _____ South Pasadena, Florida, and;

(Parcel #, and description) _____

the address of which is _____ South Pasadena, Florida;
which both are also described in Exhibit "A".

WHEREAS, the Owner has requested that the Property be considered a single unified building site for purposes of development and zoning compliance; and

In consideration of the issuance of permits for the Property, development approval, planning and zoning approvals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner hereby agrees to restrict the use of the Property in the following manner:

That the Property shall be considered one unified building site and shall be treated as a single parcel for all applicable provisions of the City code and applicable law. No portion of said Property shall be encumbered, mortgaged, sold, transferred, divided, conveyed, devised, assigned, or otherwise separately conveyed except in its entirety as one unified parcel.

The Property shall also be treated as a single parcel for purposes of floodplain management and compliance with Chapter 108 of the City Code, where applicable.

Covenant Running with the Land. This Unity of Title on the part of the Owner shall constitute a covenant running with the land and shall be recorded by the Owner and at the Owner's expense, in the public records of Pinellas County, Florida within ten (10) days of acceptance by the City of South Pasadena ("City"). No building permit associated with the Property shall be issued by the City until evidence of such recording has been provided to the City. This Unity of Title shall remain in full force and effect and be binding upon the undersigned Owner, and its heirs, successors and assigns until such time as the same is modified or released. The City's Community Improvement Department shall be promptly furnished with a recorded copy of this declaration within thirty (30) days of recording.

Modification, Amendment, Release. This Unity of Title may only be modified, amended or released as to the Property, or any portion thereof, by a written instrument executed by the, then, owner(s) of the Property, including joinders by all mortgagees, if any, provided that the same is also approved in writing by the Community Improvement Director and approved as to form and legal sufficiency by the City Attorney, or their designees or successors, upon the demonstration and affirmative finding that the same is no longer necessary to preserve and protect the Property for the purposes herein intended.

Mortgages and Other Secured Parties. If the Property is subject to any mortgage, lien, or other security interest, the City may require execution of a joinder, consent, or subordination agreement by such mortgagee, lienholder, or secured party as a condition of approval of this Unity of Title.

Authorization for the City to Withhold Permits and Inspections. In addition to any other remedies available, the City may withhold any further permits and refuse to make inspections or grant other approvals in the

event the City determines non-compliance with the terms of this Unity of Title. The City will provide reasonable notice to the Owner of such non-compliance prior to taking enforcement action.

Indemnification. The Owner agrees to indemnify, defend, and hold harmless the City of South Pasadena, its elected officials, officers, employees, attorneys, consultants, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including reasonable attorney's fees, arising from or related to the execution, recording, interpretation, enforcement, modification, or release of this Unity of Title. Nothing herein shall be construed to waive any sovereign immunity protections or limitations of liability available to the City under Florida law.

Election of Remedies. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

Severability. Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect.

Signed, witnessed, executed and acknowledged on this _____ day of _____ 20 _____
at South Pasadena, Florida.

[owner name, title]

WITNESS:

print name

signature

address

print name

signature

address

(TWO WITNESSES FOR EACH PERSON SIGNING).

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of [☐] physical presence or [☐] online notarization, on this ____ day of _____, 20____, by _____, who is/are personally known to me or have/has produced _____ as identification.

My Commission Expires:

NOTARY PUBLIC, State of Florida

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
City Attorney

Exhibit "A"

[Parcel 1 – Legal description, address and parcel number]

and

[Parcel 2 – Legal description, address and parcel number]