

This instrument was prepared under the direction of:

City of Port St. Lucie, City Attorney's Office

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)

### **DECLARATION OF UNITY OF TITLE**

**KNOW ALL MEN BY THESE PRESENTS** that the undersigned, **Gladwyn Garrick and Latoya Laclair Garrick**, are the fee simple owners of the following described real property situated and being in the City of Port St. Lucie, Florida (the "Property"):

Lots 3, 4, and 5, Block 1708, Port St. Lucie Section Thirty-One, according to the plat thereof, as recorded in Plat Book 14, Page 22, 22A through 22G, inclusive, of the Public Records of St. Lucie County, Florida.

**WHEREAS**, in consideration of the issuance of permit(s) for the Property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 Declaration of 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 Declaration of 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 Declaration of 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 Declaration of 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 above-described 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 undersigned's 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 Declaration 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 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**, Gladwyn Garrick and Latoya Laclair Garrick have caused this Declaration to be executed on this 8 day of July 2024.

**[SIGNATURES TO FOLLOW ON NEXT PAGE]**



