



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7F
Meeting Date: 12/12/2016

TO: Mayor and City Council

VIA: Russ Blackburn, City Manager 

FROM: O. Reginald Osenton, City Attorney 

Agenda Item: Motion: Declaration of Unity of Title – Deborah J. Cacciapuoti and Joseph Cacciapuoti, Wife and Husband, to combine Lots 40, 41, and 42 Block 1670, Port St. Lucie Section Thirty-One

Submittal Date: 12/1/2016

STRATEGIC PLAN LINK: PORT ST LUCIE MISSION PRINCIPALS B AND C, "RESPONSIVE TO THE COMMUNITY "AND "PLAN FOR SMART & BALANCED GROWTH"

BACKGROUND: As single family residential lots within the City were being developed, a concern arose involving the creation of non-conforming uses on those platted lots, such as an accessory use with no principle or primary use. A primary use would be the construction of a house on a single family residential lot. In contrast, an example of an accessory use would be the placement of a detached garage on a separate lot without joining the lots through an exemption from platting and therefore resulting in the creation of a nonconforming use of that second, separate lot that is under the same ownership.

Amending Section 158.006(A), entitled "Definitions," and Section 158.217(C)(1), entitled "Accessory Uses and Structures," of the City's Zoning Code via Ordinance 11-39 served to clarify what would be an acceptable accessory use on a lot and what the City requires in order to place a permanent structure, other than a fence, on that lot. Under the City's Zoning Code, as amended, temporary structures such as fences and items that are easily movable, in addition to certain permanent structures, are permissible accessory uses on a lot that is not developed with or primarily being used for a house provided that said lot is contiguous to the lot with the house and under the same ownership.

ANALYSIS: In accordance with the applicable City Codes, rules and policies, the owners of record, Deborah J. Cacciapuoti and Joseph Cacciapuoti, Wife and Husband, desire to join the following lands described as Lots 40, 41, and 42, Block 1670, Port St. Lucie Section Thirty-One, so that the subject 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. The attached Declaration of Unity of Title shall be executed by the owners of record and recorded in the Public Records of St. Lucie County. Further, this condition, restriction and limitation on the use of the land in consideration of the issuance of a permit for the subject property shall be deemed a covenant running with the land until such time as the same is released in writing by the City of Port St. Lucie, or its successor, in accordance with the applicable rules, Codes or Ordinances of the City which are then in effect.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: The Declaration of Unity of Title was prepared by City Attorney, O. Reginald Osenton, and is approved as to legal form and sufficiency on 11/30/2016.

STAFF RECOMMENDATION: Motion to approve.

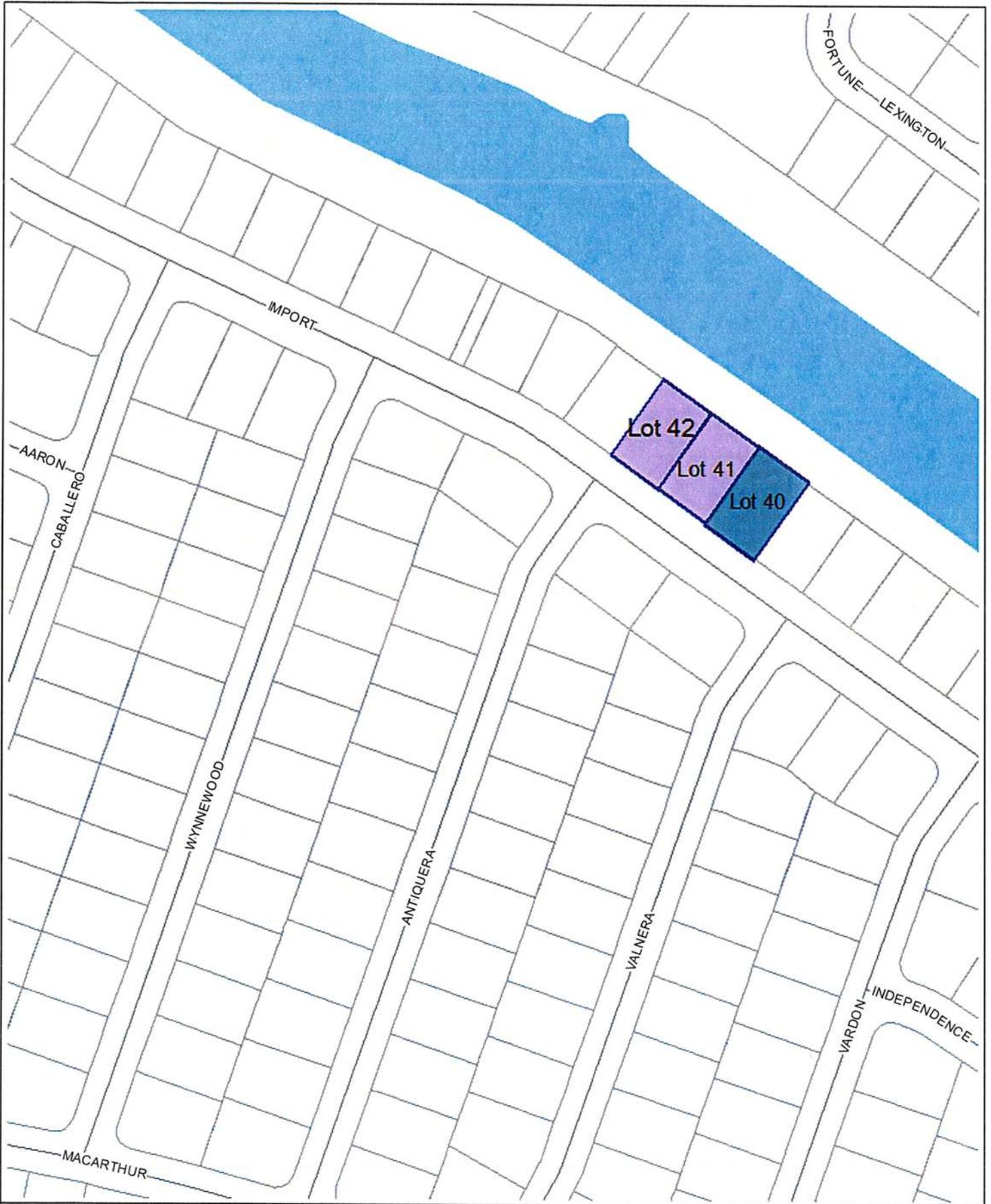
SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 12/12/2016

LOCATION OF PROJECT: See attached map, Lots 40, 41, and 42, Block 1670, Port St. Lucie Section Thirty-One

ATTACHMENTS: Map and Declaration of Unity of Title



Unity of Title
Lots 40, 41, and 42

Map produced by the City of Port St. Lucie City Council Map Generator Website on: 11/30/2016

Scale:



mi

This instrument was prepared under the direction of:

O. Reginald Osenton, Esq., City Attorney

Prepared by:

Nadia Westerik, Legal Secretary

CITY OF PORT ST. LUCIE

City Attorney's Office

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, **DEBORAH J. CACCIAPUOTI** and **JOSEPH CACCIAPUOTI**, wife and husband, 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 40, 41, and 42, Block 1670, Port St. Lucie Section Thirty-One, according to the plat thereof, as recorded in Plat Book 14, at Pages 22, 22A through 22G, 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 do 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, assigned, 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.
3. The undersigned also agrees that 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 do 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.

IN WITNESS WHEREOF, the undersigned have caused the hands and seals of the undersigned to be affixed hereto on this _____ day of _____, 20__.

Signed, sealed and delivered
in the presence of:

WITNESSES

OWNER(S)

Print Name: _____
Witness

Print Name: Deborah J. Cacciapuoti

Print Name: _____
Witness

WITNESSES

OWNER(S)

Print Name: _____
Witness

Print Name: Joseph Cacciapuoti

Print Name: _____
Witness

NOTARIZATION AS TO OWNER(S)' EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Deborah J. Cacciapuoti and Joseph Cacciapuoti, wife and husband who is/are [] personally known to me, or who has/have [] produced the following identification _____

_____ to be the person who executed the foregoing instrument.

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