

UNITY OF TITLE INFORMATIONAL SHEET

A property owner who has a structure that straddles two or more lots or who owns two or more contiguous, buildable residential lots ("lot") that otherwise comply with the requirements of the County's Land Development Code may file a Declaration of Unity of Title to combine these lots for purposes of the assessment ("unity of title"). If you file a unity of title, your lots will be considered one unified lot for purposes of the assessment program and you will be subject to a lesser ERC allocation and assessment.

A sample form of the Declaration of Unity of Title is attached. **Please note that filing a unity of title is an action that will limit the alienability and future use of your property. Accordingly, please consult an attorney before you proceed. Neither the District nor the County can provide you with legal advice regarding the unity of title or the consequences of filing a unity of title on your property.**

These procedures allow you to combine the lots for purposes of the assessment in perpetuity. However, the filing of a unity of title will also restrict the development potential of the property as well as your ability to transfer less than the entire parcel to another person or entity without obtaining a release of the unity of title. For instance, a parcel with two (2) lots attributable to it that elects to file a unity of title for those lots will only be permitted to site one (1) dwelling unit on said parcel, and those lots may only be sold or transferred as a single unified parcel.

If approved by the District, the unity of title will be returned to you and you will be responsible for filing the unity of title in the official records of Nassau County (and all costs associated with same). Please note that the unity of title will run with your land, but that filing does not affect the status of the properties on the ad valorem tax roll, since the filing does not occur with the Property Appraiser or Tax Collector.

If you decide to seek a release of the unity of title from the District in the future, there is no obligation for the District to grant this release nor any guarantee that your request will be granted. However, if granted a release, you will be subject to your portion of the assessment (based upon the number of ERCs assigned to the parcel prior to filing of the unity of title), plus reasonable fees and costs incurred by the District.

All declarations of unity of title must be filed with and received by the District by **November 1, 2021**. Please contact the County Manager's office at (904) 530-6010, option 1, if you have any questions. Thank you for your cooperation in this effort.

**FORM OF
UNITY OF TITLE INSTRUMENT**

In consideration of the American Beach Water and Sewer District, a dependent special district to Nassau County, Florida (the "District"), treating the following described real property as a single developable residential lot ("lot") for purposes of assessing the property pursuant to the duly authorized American Beach Water and Sewer Expansion Project Assessment Program and for other good and valuable consideration, the undersigned, as the property owner who is vested with fee simple title of record to following described property, hereby agrees to restrict the use of that property described as follows:

[LEGAL DESCRIPTION OF LOT AND PARCEL]

and

[LEGAL DESCRIPTION OF LOT AND PARCEL]

all in the public records of Nassau County, Florida in the following manner:

1. That said property shall be considered one (1) lot such that only one (1) single-family dwelling unit is, can, or will be constructed or sited thereon in accordance with applicable laws and regulations; and
2. That no portion of the property described above shall hereafter be sold, transferred, devised or assigned separately, except in its entirety as one plot or parcel of property; and
3. That this condition, restriction, and limitation shall be deemed a covenant running with the land and shall remain in full force and effect, and be binding upon the property owner, the property owner's heirs, assigns, and successors in interest, until such time as the same may be released in writing by the District. If released, the undersigned acknowledges and agrees to pay all unpaid special assessments that benefitted the properties imposed by the District pursuant to the American Beach Water and Sewer Expansion Project Assessment Program, plus reasonable fees and costs incurred by the District.
4. The undersigned further agrees that this instrument shall be recorded no later than November 1, 2021 in the public records of Nassau County at his or her expense and will not be effective until recorded.

THIS CERTIFICATE SHALL BE RECORDED IN THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA. THE ACKNOWLEDGMENTS CONTAINED HEREIN SHALL RUN WITH THE PROPERTY AND SHALL BE BINDING ON THE OWNER AND ON ALL PERSONS (INCLUDING CORPORATIONS, ASSOCIATIONS, TRUSTS AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST. BY TAKING TITLE SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS AGREEMENT TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY, AND ENFORCEABILITY OF THIS AGREEMENT OR THE SPECIAL ASSESSMENT.

PROPERTY OWNER:

By: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF NASSAU

SWORN TO and subscribed before me, by means of physical presence or online notarization, this _____ day of _____, 2021 by _____, in his/her personal capacity, who is [] personally known to me, or who has produced _____ as identification.

Printed Name: _____

Notary Public,

State of Florida At Large

My Commission Expires: _____

Commission No.: _____

(Notary Seal)

WITNESSES:

Print Name: _____

Print Name: _____