

PREPARED BY:

_____[SPACE ABOVE THIS LINE FOR RECORDING DATA]_____

UNITY OF TITLE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned _____ is/are the fee simple owner(s) of the following described property situated and being in the City of Coral Gables, Florida and more particularly described as (insert the full legal description for the property as maintained by the Miami-Dade County Property Appraiser's Office. See <https://www.miamidade.gov/Apps/PA/PropertySearch/#/> for legal description): _____

of the Public Records of Miami-Dade County, Florida, and

RECITALS

WHEREAS, the undersigned owner(s) of a single family residence at _____ desire(s) to utilize said Lot(s) as a single building site, and the undersigned owner(s) do(es) hereby declare and agree as follows:

1. That the property will not be used in violation of any ordinances of the City of Coral Gables now in effect or hereinafter enacted.
2. That the said Lot(s) above described upon which the single-family residence is situated shall not be conveyed, mortgaged, or leased separate or apart from each other and that they will be held together as one tract.

WHEREAS, this document is accepted by the City of Coral Gables as part of, or as a condition of, any such comprehensive plan or plan amendment; zoning ordinance; land development regulation; building code; development permit; development order; or other law, regulation, or regulatory approval.

NOW, THEREFORE, for good and valuable consideration, the undersigned do(es) hereby declare that he/she will not convey or cause to be conveyed the title to the above property without requiring the successor in title to abide by all terms and conditions set forth herein.

FURTHER, the undersigned declare(s) that this covenant is intended and shall constitute a restrictive covenant concerning the use, enjoyment and title to the above property and shall constitute a covenant running with the land and shall be binding upon the undersigned, his/her successors and assigns and may only be released by the City of Coral Gables, or its successor, in accordance with the ordinance of said City then in effect.

ADDITIONALLY, I, the Undersigned hereby represent(s), covenant(s), and warrant(s) that there is presently no mortgage holder(s) or holder(s) of any other security interest(s) in the above- referenced property; and

I, THE UNDERSIGNED, FURTHER AGREE, to indemnify, defend, and hold harmless the City of Coral Gables, its commissioners, 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 arbitration costs) arising out of or resulting, in whole part, from my/our execution of this Unity of Title and from any claim or allegation related to my capacity or authority to execute this Unity of Title. Moreover, I agree 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, established by Florida Statutes, case law, or any other source of law afforded to the City of Coral Gables.

IN WITNESS WHEREOF, the parties have executed this Unity of Title on this ____ day of _____, 20____.

AS TO OWNER(S):

Signature

Signature

Print Name & Title (if applicable)

Print Name & Title (if applicable)

NOTARIZATION AS TO OWNER(S)’ EXECUTION

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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: _____
Cristina M. Suárez, City Attorney
Stephanie M. Throckmorton, Deputy City Attorney
Gustavo J. Ceballos, Assistant City Attorney
Yesenia Alfonso, Assistant City Attorney