

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: _____

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

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.

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 the below-identified mortgage holders are the only holders of any mortgages or other security interest(s) in the above-referenced property and said mortgage holder(s) join in, agree to, and accept the terms of this Unity of Title; 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 undersigned has/have cause _____ hand(s) and seal(s) to be affixed hereto on this _____ day of _____, 20_____.

AS TO OWNER(S):

Signature

Signature

Printed Name & Title (if applicable)

Printed Name & Title (if applicable)

NOTARIZATION AS TO OWNER(S)' EXECUTION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this _____ day of _____, in the year 20_____, by _____, who is/are personally known to me or has produced a _____ as identification.

My Commission Expires:

NOTARY PUBLIC, State of Florida

JOINDER BY MORTGAGE HOLDER(S)

By Signing below the Undersigned Mortgage Holder(s) hereby join in, agree to, and accept the terms of this Unity of Title.

AS TO MORTGAGE HOLDER(S):

Signature

Signature

Printed Name & Title

Print Name & Title

Name of Institution

Name of Institution

NOTARIZATION AS TO MORTGAGE HOLDER(S)' EXECUTION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this _____ day of _____, in the year 20____, by _____, who is/are personally known to me or has produced a _____ as identification.

My Commission Expires:

NOTARY PUBLIC, State of Florida

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Craig E. Leen, City Attorney
Miriam S. Ramos, Deputy City Attorney
Cristina M. Suárez, Assistant City Attorney
Stephanie M. Throckmorton, Assistant City Attorney