

PREPARED BY:

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[SPACE ABOVE THIS LINE FOR RECORDING DATA]

**UNITY OF TITLE**

**KNOW ALL MEN BY THESE PRESENTS:**

**WHEREAS**, the undersigned Antonio and Eileen Garcia are the fee simple owner(s) of the following described property situated and being in the City of Coral Gables, Florida:

Lots 12, and 13, in Block 2, of Coral Gables Section "E" according to the Plat thereof, as recorded in Plat Book 8, Page 13, of the Public Records of Miami-Dade County, Florida (the "Property"); and

**WHEREAS**, the undersigned owners of a single-family residence at 1212 Sorolla Avenue desire to utilize said Property as a single building site, and the undersigned owners do 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 Property 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 hereby declare that they 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 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, their 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, covenant, and warrant 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 joins in, agrees to, and accepts 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 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 Agreement on the day and the year first written above.

**AS TO OWNER(S):**

\_\_\_\_\_  
Antonio Garcia

\_\_\_\_\_  
Eileen Garcia

**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 Antonio and Eileen Garcia, who 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:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Name of Institution

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 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:**

By: \_\_\_\_\_

Miriam Soler Ramos, City Attorney  
Cristina M. Suárez, Deputy City Attorney  
Stephanie M. Throckmorton, Assistant City Attorney  
Gustavo J. Ceballos, Assistant City Attorney