

PREPARED BY:

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**The Blank Space Above This Line Is For Recording
Purposes**

UNITY OF TITLE

KNOW ALL MEN BY THESE PRESENTS:

THIS UNITY OF TITLE is made and entered this _____ day of _____, 2021
by **SUNSET PARCELS 2020 LLC**, a Florida limited liability company.

WHEREAS, the undersigned Sunset Parcels 2020 LLC (hereinafter "**Owner**") is the fee simple owner of the properties located at 1533 Sunset Drive (hereinafter "**Property A**") and 1541 Sunset Drive (hereinafter "**Property B**"), in the City of Coral Gables (the "**City**"), Florida and legally described in **Exhibit "A"**, attached hereto and made a part hereof (hereinafter the "**Property**"); and

WHEREAS, the Property consists of Property A, currently improved with a 2-story office building with a surface parking lot and Property B, improved with a 3-story office building with an enclosed parking garage; and

WHEREAS, Owner desires to unify the Property as a single building site by a Unity of Title and the Owner does 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 Lots legally described in **Exhibit "A"** and upon which the office development 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 does 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 declares 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, 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(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.

[Signature Block included on Next Page]

IN WITNESS WHEREOF, the parties have executed this Unity of Title on the day and year first written above.

OWNER:

SUNSET PARCELS 2020 LLC, a
Florida limited liability company

By: _____

Name: _____

Title: _____

NOTARIZATION

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, on this ____ day of _____, 2021 by _____, as _____ of SUNSET PARCELS 2020 LLC, a Florida limited liability company, on behalf of said company. He/she is (check one) personally known to me or has produced a _____ as identification.

My Commission Expires:

NOTARY PUBLIC, State of _____

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

Print Name & Title

Print Name & Title

Name of Institution

Name of Institution

STATE OF _____)

)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, on this ____ day of _____, 2021, by _____ of _____, a national banking association, on behalf of the Lenders. He/she/they is/are personally known to me or has produced a _____ as identification.

My Commission Expires:

NOTARY PUBLIC, State of _____

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

Exhibit “A”

Legal Description

Property “A”

Lots 11 and 12, Lot 13, Less the East 19 feet thereof, Lot 28, less the East 19 feet thereof, and all of Lot 29, feet of Block 205, of SECOND REVISED PLAT OF CORAL GABLES RIVIERA SECTION PART 14, according to the Plat thereof, as recorded in Plat Book 28, at Page 32, of the Public Records of Miami-Dade County, Florida.

Property “B”

The East 2.66 feet of Lot 7, and all of Lots 8, 9 and 10 and the West 20 feet of Lot 30 and all of Lot 31 and the East 10 feet of Lot 32, Block 205, Second Revised Plat of Coral Gables Riviera Section Part 14, according to the plat thereof as recorded in Plat Book 28, Page 32, Public Records of Miami-Dade County, Florida.