

This instrument was prepared by,
or under the supervision of
(and after recording, return to):

Vivian de las Cuevas-Diaz, Esq.
Holland & Knight LLP
701 Brickell Avenue, Suite 3300
Miami, Florida 33131

CERTIFICATE AND PLAN OF TERMINATION OF 427 BILTMORE WAY CONDOMINIUM

This Certificate and Plan of Termination (this “Plan”) of 427 Biltmore Way Condominium (the “Condominium”), is executed and dated as of this ___ day of _____ 2023 by and between the City of Coral Gables, a municipal corporation existing under the laws of the State of Florida (the “City”, “Termination Trustee”, and “Sole Owner”), as termination trustee and as the sole owner of the Condominium Property (as defined herein), and 427 Biltmore Way Condominium Association, Inc., a Florida not-for-profit corporation (the “Condominium Association”), as the condominium association. The "Effective Date" of this Plan shall be the date that it is recorded in the Public Records of Miami-Dade County, Florida.

RECITALS:

A. The City created the Condominium under that certain Declaration of Condominium, recorded on January 25, 2007, in Official Records Book 25308, at page 2350, of the public records of Miami-Dade County, Florida (as amended, the “Declaration”).

B. All initially capitalized terms not defined herein shall have the meanings set forth in Chapter 718 of the Florida Statutes (the “Act”) or, if not set forth therein, as set forth in the Declaration.

C. The Condominium Association is the entity responsible for the operation of the Condominium.

D. The City is the sole fee simple owner of the Condominium Property (as hereinafter defined) and all Units (as defined in the Declaration) within the Condominium.

E. The Sole Owner, as sole fee simple owner within the Condominium, joins in and approves of this Plan in accordance with Article XVI of the Declaration and Section 718.117 of the Act.

F. The “Termination Trustee” under this Plan shall be the City, whose address is 405 Biltmore Way, Coral Gables, Florida 33134.

PLAN OF TERMINATION

1. Defined Terms: Intent; Conflicts. It is the intent of the parties that this Plan comply with Section 718.117 of the Act (the “Termination Statute”), and that nothing contained in this

Plan be construed or operate in a manner inconsistent with the Termination Statute, which is incorporated herein in its entirety by this reference. If any provision of this Plan (i) limits, qualifies or abridges the rights afforded to unit owners or lienors under the Termination Statute, and such limitations, qualifications or abridgment are not permitted under the Termination Statute, (ii) grants the Termination Trustee an impermissible power or right, or (iii) otherwise violates any provision of the Termination Statute, then any such provisions are hereby automatically stricken and made null and void as if never a part of this Plan.

2. The Property. For purposes of this Plan, the “Condominium Property” shall mean and refer to the following:
 - (a) all land and improvements which were submitted to the condominium form of ownership pursuant to the Declaration, including, without limitation, any and all units and common elements contained therein;
 - (b) any and all real and intangible property owned by the Condominium Association, including, without limitation, all fixtures, equipment, machinery, vehicles, furnishings and items of personal property located on and used in the operation of the Condominium Property (the “Association Property”);
 - (c) the common surplus of the Condominium Association, if any (the “Common Surplus”); and
 - (d) all rights, title and interest in and to all leases, agreements, contracts and other rights pertaining to the ownership and operation of the Condominium Property, if any (collectively, the “Leases and Rights”).
3. Approval of Termination. The Condominium shall be terminated pursuant to this Plan which has been approved by Sole Owner as the sole holder of 100 percent of the total voting interests of the Condominium. This Plan is not an amendment subject to Section 718.110(4) of the Act.
4. Mortgage Lienholders. The Condominium Property is not subject to a mortgage lien.
5. Power in Connection with Termination. To the extent necessary to effect this Plan, the Termination Trustee shall have such other powers necessary to conclude the affairs of the Condominium Association pursuant to 718.117(13) of the Act.
6. Plan Provisions.
 - (a) The Termination Trustee shall have all the powers of a termination trustee set forth in the Termination Statute to the extent such powers do not conflict with this Plan.
 - (b) As required by Section 718.117(10)(b) of the Act, this Plan is void if it has not been recorded in the Public Records of Miami-Dade County on or before _____, 2023.

- (c) The interests of the Sole Owner, as the sole unit owner within the Condominium, in (i) the Association Property, Common Surplus, and other assets of the Condominium Association; (ii) any proceeds from the sale of any Condominium Property; and (iii) any insurance or condemnation proceeds not used for repair or reconstruction, shall be the same as its interest in the common elements immediately before the termination.
- (d) Upon the Effective Date of this Plan, the City, as Termination Trustee, shall be the exclusive fee simple owner of all of the real property that constituted the Condominium Property prior to the Effective Date of this Plan, including all former common elements of the Condominium.
- (e) The termination of the Condominium shall be effective immediately upon the recording of this Plan in the Public Records of Miami-Dade, Florida.
- (f) Upon the recording of this Plan in the Public Records of Miami-Dade County, Florida, the Condominium Property is immediately, and thereafter shall be, released from and no longer subject to (i) the terms and conditions of the Declaration and (ii) Section 718 of the Florida Statutes.

7. Notice.

- (a) Within 30 days after this Plan has been recorded in the Public Records of Miami-Dade County, the Trustee shall deliver by certified mail, return-receipt requested, notice to all unit owners, lienors of the Condominium Property, and lienors of all Units at their last known addresses that a plan of termination has been recorded. The notice must include the book and page number of the public records in which the Plan was recorded, notice that a copy of the Plan shall be furnished upon written request, and notice that the Unit Owner or lienor has the right to contest the fairness of the Plan.
- (b) The Termination Trustee, within thirty (30) days after the Effective Date of this Plan, shall provide to the Division of Florida Condominiums, Timeshares, and Mobile Homes a certified copy of this recorded Plan, the date this Plan was recorded, and the county, book, and page number of the public records in which this Plan is recorded.

8. Miscellaneous.

- (a) This Plan shall be construed under and in accordance with the laws of the State of Florida.
- (b) To the maximum extent permitted under applicable law, in case any one or more of the provisions contained in this Plan shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Plan shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- (c) Time is of the essence of this Plan. If any date on which notice is to be given or action is to be taken under this Plan falls on a weekend or a holiday, the notice or action may be taken or given on the next day which is not a weekend or holiday.

IN WITNESS WHEREOF, pursuant to the Act, the Termination Trustee, the Condominium Association, and the Sole Owner, representing One Hundred Percent (100%) of the total voting interests of the Condominium, hereby approves this Plan by executing the attached approvals, consents and joinders in the same manner as a deed.

**[Approvals, consents and joinders of unit owners,
and the signature of the Trustee are attached.]**

[Signature Page of the Termination Trustee]

The City of Coral Gables, a municipal corporation organized under the laws of the State of Florida, hereby approves, joins in and agrees to be bound by the foregoing Certificate and Plan of Termination of 427 Biltmore Way Condominium.

Signed, sealed and delivered in the presence of:

The City of Coral Gables,
a municipal corporation organized under the laws of the State of Florida

Printed Name: _____

By: _____

Name: Peter J. Iglesias

Title: City Manager

Printed Name: _____

APPROVED AS TO FORM AND
CORRECTNESS:

ATTEST:

Cristina Suarez
City Attorney

Billy Y. Urquia
City Clerk

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____ 2023 by Peter J. Iglesias, as City Manager of The City of Coral Gables, a municipal corporation organized under the laws of the State of Florida, on behalf of the City. He is personally known to me.

[Notary Seal]

Notary Public
State of Florida
My commission expires: _____

[Signature Page of the Sole Unit Owner]

The City of Coral Gables, a municipal corporation organized under the laws of the State of Florida, as the sole Unit Owner and holder of 100% of the voting interests in the Condominium, hereby approves, joins in and agrees to be bound by the foregoing Certificate and Plan of Termination of 427 Biltmore Way Condominium pursuant to Article XVI of the Declaration and Section 718.117 of the Act.

Signed, sealed and delivered in the presence of:

The City of Coral Gables,
a municipal corporation organized under the laws of the State of Florida

Printed Name: _____

By: _____

Name: Peter J. Iglesias

Title: City Manager

Printed Name: _____

APPROVED AS TO FORM AND
CORRECTNESS:

ATTEST:

Cristina Suarez
City Attorney

Billy Y. Urquia
City Clerk

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, the foregoing instrument was acknowledged before me this __ day of _____ 2023 by Peter J. Iglesias, as City Manager of The City of Coral Gables, a municipal corporation organized under the laws of the State of Florida, on behalf of the City. He is personally known to me.

[Notary Seal]

Notary Public
State of Florida
My commission expires: _____

[Signature Page of the Condominium Association]

Pursuant to 718.117(13), Florida Statutes, 427 Biltmore Way Condominium Association, Inc., a Florida not-for-profit corporation, hereby approves, joins in and agrees to be bound by the foregoing Certificate and Plan of Termination of 427 Biltmore Way Condominium.

Signed, sealed and delivered in the presence of:

427 BILTMORE WAY CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation

Printed Name: _____

By: _____

Printed Name: _____

Name: Vince Lago

Title: President

Printed Name: _____

By: _____

Printed Name: _____

Name: Rhonda Anderson

Title: Vice-President

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this __ day of _____ 2023, by Vince Lago, as President of 427 Biltmore Way Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the Association. He is personally known to me or presented valid identification _____.

[Notary Seal]

Notary Public, State of Florida
My commission expires: _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this __ day of _____ 2023, by Rhonda Anderson, as Vice-President of 427 Biltmore Way Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the Association. He is personally known to me or presented valid identification _____.

[Notary Seal]

Notary Public, State of Florida
My commission expires: _____