



**RESOLUTION # 2017- 02**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI ESTABLISHING DEFINITIONS REQUIREMENTS AND PROCEDURES FOR UNITY OF TITLE FOR SEPARATE PARCELS OF LAND; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission has recognized a need to enhance the economic structure of the City of West Miami and have found desirable to provide appropriate development appurtenances along the periphery of the City, and

**WHEREAS**, the City Commission has further recognized a critical need to revitalize and modernize its commercial corridors along Southwest 67<sup>th</sup> Avenue, Southwest 57<sup>th</sup> Avenue and Southwest 8<sup>th</sup> Street corridor, and

**WHEREAS**, the City Commission has anticipated redevelopment to occur along the above-mentioned corridors and other sections of the City, and

**WHEREAS**, notwithstanding the economic advantages to the City and to its neighbors, the City Commission finds it necessary to balance said progress with the traditional character of the City of West Miami, and

**WHEREAS**, individuals owning abutting parcels of land might desire to develop their property as one unit or parcel of land, and

**WHEREAS**, the City Commission finds it necessary to establish definitions, requirements and procedures for the applications of Unity of Title by individual owners of adjacent parcels of land.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA, that:**

**Section 1.** The above declarations are true and accurate, and are incorporated herein.

**Section 2.** It is the intent of City Commission to establish requirements and procedures for all Unity of Title applications.

**Section 3.** The following shall be made a part of this Resolution and shall constitute the requirements and procedures for Unity of Title applications:

***Definition of unity of title.***

A written agreement executed by and between a property owner and the City of West Miami, Florida, whereby the property owner for a specified consideration by the city agrees that separate abutting lots and or parcels of land to be developed shall not be conveyed, mortgaged and or leased separate and apart from each other and that they shall be held together as one (1) parcel, as described by the Unity of Title document provided by the City. Such unity of title shall be recorded in the Public Records of Dade County, Florida, and shall run with the land and shall be binding upon the property owner(s), their successors and assigns.

***When required.***

As a prerequisite to the issuance of a building permit, the owner in fee simple title of abutting lots shall submit a unity of title in recordable form to the Building and Zoning Department providing that all of the property encompassing the building site upon which the building and appurtenances are to be located shall be held together as one (1) parcel of land and providing that no part or parcel shall be conveyed or mortgaged separate and apart from the building site, as set forth under the building permit in the following cases:

- (a) Whenever the building site consists of more than one (1) lot or parcel and the main building is located on one (1) lot or parcel and accessory use buildings or structures are located on the remaining lot or parcel comprising the building site.
- (b) Whenever the building site consists of more than one (1) lot or parcel and the main building is located on one (1) or more of the lots or parcels and the remaining lots or parcels encompassing the building site are required to meet the minimum zoning requirements.

- (c) Whenever the City of West Miami provides that a unity of title shall be executed as a condition for the granting of a variance or permit (including special permits).
- (d) Whenever a unity of title is specifically required by an ordinance or resolution passed and adopted by the city commission.

***Specific requirements.***

(a) The owner shall provide a certificate of ownership by way of an opinion of title from an attorney licensed to practice law in the State of Florida or by a title insurance commitment. Said opinion of title, which shall be from the point of beginning, shall be based upon an abstract brought up within ten (10) days of the requirement that such unity of title be recorded.

(b) The opinion of title shall include the names and addresses of all mortgagees and lien holders, the description of the mortgages and/or liens and the status of all real estate taxes due and payable. All mortgagees and lien holders and any others having any interest in said lands shall be noticed.

(c) The unity of title shall be executed with the same formality and manner as a warranty deed under the laws of the State of Florida.

***Forms of Unity of Title.***

The unity of title shall be as provided by the City's Building and Zoning Director.

***Release.***

Any unity of title required by this section shall not be released except as specified in the legal instrument used to record said unity of title. Any unity of title agreement which does not contain a release clause or procedures for release, shall be released only by resolution passed and adopted by the city commission. Releases approved pursuant to this section shall be recorded in the public records of Miami-Dade County, Florida, at the property owner's expense.

**Recording.**

The owner shall pay the fee as required in the Public Records of Dade County.

PASSED AND ADOPTED this 4th day of January, 2017.

APPROVED:



**EDUARDO H. MUÑINA, MAYOR**

ATTEST:



**ANNERY GONZALEZ, CMC  
CITY CLERK**

APPROVED AS TO FORM AND SUFFICIENCY:



**JOSE A. VILLALOBOS, CITY ATTORNEY**

ROLL CALL:

MAYOR EDUARDO H. MUÑINA	<u>Y</u>
VICE -MAYOR CANDIDA BLANCA	<u>Y</u>
COMMISSIONER JUAN M. BLANES	<u>Y</u>
COMMISSIONER RHONDA A. RODRIGUEZ	<u>Y</u>
COMMISSIONER LUCIANO L. SUAREZ	<u>Y</u>

This instrument was prepared by:

Name:

Address:

(Space reserved for Clerk)

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UNITY OF TITLE

WHEREAS, the undersigned is the Owner of that property ("Property") legally described as:

The address of which is \_\_\_\_\_ West Miami, Florida,  
and

Owner recognizes and acknowledges that for the public health, safety and welfare, the herein-described property shall not be divided into separate parcels owned by several owners so long as the same is put to the hereinafter use, and

In consideration of the issuance of permits for the subject property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner hereby agrees to restrict the use of the subject property in the following manner:

That the Property shall be considered as one plot and parcel of land and that no portion of said plot and parcel of land shall be sold, transferred, devised or assigned separately, except in its entirety as one plot or parcel of land.

**City Inspection.** As further part of this Unity of Title, it is hereby understood and agreed that any official inspector of the City of West Miami, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

**Covenant Running with the Land.** This Unity of Title on the part of the Owner shall constitute a covenant running with the land and shall be recorded, at the Owner's expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Owner, and its heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the public welfare.

Further provided, however, that a release will be executed when the premises are made to conform with applicable zoning regulations or the use or structure is removed from the premises and there is no further reason to maintain the Unity of Title on the public records.

**Term.** This Unity of Title is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Unity of Title is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Unity of Title has first been modified or released by the City of West Miami.

**Modification, Amendment, Release.** This Unity of Title may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s) of all of the Property, including joinders by all mortgagees, if any, provided that the same is also approved by the Director of the West Miami Department of Building and Zoning, or the executive officer of the successor of such Department, or in the absence of such director or executive officer by his assistant in charge of the office in his absence.

Should this Unity of Title be so modified, amended or released, the Director of the Department of Building and Zoning, or the executive officer of the successor of such Department, or in the absence of such director or executive officer by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

**Enforcement.** Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this Unity of Title shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

**Authorization for the City to Withhold Permits and Inspections.** In the event the terms of this Unity of Title are not being complied with, in addition to any other remedies available, the City is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this declaration is complied with.

**Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

**Presumption of Compliance.** Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the City, and inspections made and approval of occupancy given by the City, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Unity of Title.

**Severability.** Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, \_\_\_\_\_ (Corporate name) has caused these presents to be signed in its name by its proper officials this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Witnesses:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Corporation  
Address:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

**By:** \_\_\_\_\_  
(President, Vice-President or CEO\*)

\_\_\_\_\_  
Print Name

Print Name: \_\_\_\_\_

**[\*Note: All others require attachment of original corporate resolution of authorization]**

STATE OF FLORIDA                    )  
  ) ss:  
COUNTY OF                            )

The foregoing instrument was sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation.  
He/she is:

personally known to me; or

produced a driver's license issued by the \_\_\_\_\_ Department of Highway Safety and Motor Vehicles as identification; or

produced the following identification: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Print, Type or Stamp Commissioned Name of Notary Public)

Approved:

\_\_\_\_\_  
Director of Building and Zoning Department

Approved as to form and language and for execution:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Dated

STATE OF FLORIDA                    )  
  ) ss:  
COUNTY OF                            )

The foregoing instrument was sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, who is:

- personally known to me; or
- produced a driver's license issued by the \_\_\_\_\_ Department of Highway Safety and Motor Vehicles as identification; or
- produced the following identification: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Print, Type or Stamp Commissioned Name of Notary Public)