

THIS INSTRUMENT PREPARED BY:
Scott Weisburd, Esq.
Weisburd, Eisen & Possenti, P.A.
2751 Executive Park Drive, Suite 104
Weston, Florida 33331

UNITY OF TITLE

WHEREAS, the undersigned is the Owner of those properties more particularly described as follows (jointly the "Properties")

LOT 1, BLOCK 5, OF GRAND FLORIDIAN ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 170, AT PAGE 92, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA;

and,

LOT 2, BLOCK 5, OF GRAND FLORIDIAN ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 170, AT PAGE 92, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

The Properties are both a portion of, and are contained within, the properties which are included in:
Folio Numbers: 35-3017-001-0261; 35-3017-001-0270 and 35-3017-001-0260.

In consideration of the issuance of a Building Permit, and for other good and valuable consideration, the undersigned hereby agrees to restrict the use of the subject Properties in the following manner:

That said Properties 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.

Owner further agrees that this condition, restriction and limitation shall be deemed a covenant running with the land and shall be recorded by the Owner in the Public Records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the Owner, their heirs, successors, personal representatives and assigns and upon all mortgagees or lessees until such time as the same may be released in writing by the Director of the Department of Planning and Zoning or his/her designated representatives; provided, however, that this Unity of Title may be released by the Director of the Planning and Zoning Department or his/her designated representative. 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.

City Use Only

Verified by _____
Accepted by _____

IN WITNESS WHEREOF, the undersigned has hereunto set their hands and official seals on this 5 day of June, 2015.

WITNESSES:

OWNER:

**GRAND FLORIDIAN AT DORAL, LLC,
a Florida limited liability company**

By Its Manager:

**GRAND FLORIDIAN GP, LLC,
a Florida limited liability company**

[Signature]
Name: Fred Sanchez
Please Print

By: [Signature]
JUAN CARLOS TOVAR, Manager

Name: _____
Please Print

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

I HEREBY CERTIFY that, on this day, before me, an officer duly authorized in the State and County aforesaid to administer oaths and take acknowledgments, personally appeared **JUAN CARLOS TOVAR, the Manager of GRAND FLORIDIAN GP, LLC, a Florida limited liability company, the Manager of GRAND FLORIDIAN AT DORAL, LLC, a Florida limited liability company**, who, after being duly sworn, acknowledged before me the execution of the foregoing instrument for the purposes therein expressed, and who produced who is personally known to me as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 5 day of JUNE, 2015.

[Signature]
NOTARY-PUBLIC, STATE OF FLORIDA
Print Name: Luis A. Paredes
My commission expires: Feb. 01, 2019



RECEIVED

City of Doral
Planning & Zoning Department

Date: 6/8/15

Project Name: Grand Floridian at Doral

Submission #: 1st Submission (Unity of Title)



JOINDER BY MORTGAGEE

The undersigned, **STONEGATE BANK, a Florida banking corporation** ("Mortgagee"), as the Mortgagee under that certain mortgage from **GRAND FLORIDIAN AT DORAL, LLC, a Florida limited liability company**, recorded in Official Records Book 29381, at Page 2322, of the Public Records of Miami-Dade County, Florida; and, as the Mortgagee under that certain Second Mortgage recorded in Official Records Book 29381, at Page 2351, of the Public Records of Miami-Dade County, Florida, covering all of the Properties described in the Unity of Title to which this joinder of Mortgagee is attached, does hereby acknowledge that the terms of the Unity of Title described herein are and shall be binding upon the undersigned, its successors and/or assigns.

WITNESSES:

MORTGAGEE:

**STONEGATE BANK,
a Florida banking corporation**

W. Ray Thrauer

Name: W. Ray Thrauer
Please Print

By: [Signature]

As Its: SVP

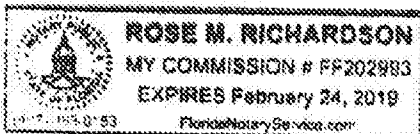
Rose M. Richardson

Name: Rose M. Richardson
Please Print

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

I HEREBY CERTIFY that, on this day, before me, an officer duly authorized in the State and County aforesaid to administer oaths and take acknowledgments, personally appeared Steven Sanzone as the Executive Vice President of **STONEGATE BANK, a Florida banking corporation**, who, after being duly sworn, acknowledged before me the execution of the foregoing instrument for the purposes therein expressed, and who produced _____ as identification. personally known

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of June, 2015.



NOTARY PUBLIC, STATE OF FLORIDA
Print Name: Rose M. Richardson
My commission expires: 2-24-2019

RECEIVED

City of Doral

Planning & Zoning Department

Date: 6/8/15

Project Name: Grand Floridian at Doral

Submittal #: 1st Submittal (Unity of Title)

PLANNING & ZONING DEPARTMENT
CITY OF DORAL
10000 W. WINDY HILL BLVD.
DORAL, FL 33126
TEL: 305.495.1234
WWW.CITYOFDORAL.COM

OPINION OF TITLE**TO: CITY OF DORAL**

With the understanding that this Opinion of Title is furnished as requested by the City of Doral, Florida, in compliance with its unity of title requirements, and as an inducement to issue a building permit for the construction of a single family home on the subject property, it is hereby certified that I have examined the complete Title Search Report No. 1062-3205405 issued by First American Title Insurance Company, as further updated, the following: covering the period from the beginning to June 1, 2015 at 11:59 p.m., inclusive, of the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

I am of the opinion that on the last mentioned date, the fee simple title to the above-described real property was vested in:

**GRAND FLORIDIAN AT DORAL, LLC,
a Florida limited liability company**

Subject to the following encumbrances, liens and other exceptions (If "none" please indicate):

1. RECORDED MORTGAGES:

- a) That certain Mortgage and Security Agreement from Grand Floridian at Doral, LLC, a Florida limited liability company to Stonegate Bank, a Florida banking corporation, dated November 5, 2014, in the original principal sum of \$7,000,000.00, recorded November 6, 2014, in Official Records Book 29381, at Page 2322; Collateral Assignment of Leases, Rents and Income recorded in Official Records Book 29381, at Page 2338; UCC-1 Financing Statement recorded in Official Records Book 29381, at Page 2348, all of the Public Records of Miami-Dade County, Florida.
- b) That certain Second Mortgage and Security Agreement from Grand Floridian at Doral, LLC, a Florida limited liability company to Stonegate Bank, a Florida banking corporation, dated November 5, 2014, in the original principal sum of \$7,900,000.00, recorded November 6, 2014, in Official Records Book 29381, at Page 2351; Collateral Assignment of Leases, Rents and Income recorded in Official Records Book 29381, at Page 2367; UCC-1 Financing Statement recorded in Official Records Book 29381, at Page 2377, all of the Public Records of Miami-Dade County, Florida.

2. RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS:

NONE

3. **GENERAL EXCEPTIONS:**

- a) Rights or claims of parties in possession not shown by the public records.
- b) Easements or claims of easements, not shown by the public records.
- c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
- d) Any lien, or right to a lien, for services, labor, or material heretofore furnished, imposed by law and not shown by the public records.
- e) Any claim that any portion of said lands are sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands and lands accreted to such lands.

4. **SPECIAL EXCEPTIONS:**

- a) Taxes for the year 2015 and subsequent years.
- b) Any lien as provided for by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas systems supplying the lands described herein.
- c) Any loss or damage caused by a lien for homeowner's association assessments accruing subsequent to the date of the policy pursuant to Section 720.3085, Florida Statutes.
- d) Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Florida Fruit Lands Company's Subdivision No. 1, as recorded in Plat Book 2, Page 17, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
- e) Easement granted to Florida Power & Light Company by Right-of-Way Agreement recorded September 19, 1968, in Official Records Book 6101, Page 438.
- f) Easement granted to Florida Power & Light Company by Right-of-Way Agreement recorded November 15, 1968, in Official Records Book 6170, Page 624.
- g) Grant of Easement in favor of Miami-Dade Water and Sewer Authority recorded May 28, 1975, in Official Records Book 9001, Page 1416.
- h) Easement reserved in Warranty Deed recorded July 8, 1985, in Official Records Book 12564, Page 639.
- i) Covenant Running With the Land in favor of Miami-Dade County recorded January 7, 2005, in Official Records Book 22982, Page 697.

- j) Covenant Running With the Land of 102 Ave LLC, regarding stormwater management system recorded December 27, 2007 in Official Records Book 26129, Page 3875.
- k) Terms and conditions of Environmental Resource Permit No. 13-04110-P of the South Florida Water Management District as evidenced by that Environmental Resource Permit Notice recorded June 5, 2008, in Official Records Book 26415, Page 672.
- l) Agreement for Water and Sanitary Sewage Facilities between Miami-Dade County and Grand Floridian at Doral, LLC, recorded June 4, 2013, in Official Records Book 28660, Page 4735.
- m) Covenant Running With the Land of Grand Floridian at Doral, LLC, regarding stormwater management system recorded January 15, 2014, in Official Records Book 28990, Page 4155.
- n) Terms, conditions and provisions of that certain Grand Floridian Estates Master Development Agreement recorded January 8, 2008, in Official Records Book 26149, Page 676, as affected by First Amendment to Grand Floridian Estates Master Development Agreement recorded January 27, 2014 in Official Records Book 29003, Page 3129.
- o) Terms and conditions of Environmental Resource Permit No. 13-05517-P of the South Florida Water Management District as evidenced by that Environmental Resource Permit Notice recorded February 19, 2014, in Official Records Book 29036, Page 4312.
- p) Grant of Easement to Miami-Dade Water and Sewer Authority recorded in Official Records Book 8837, at Page 497.
- q) Agreement for Water and Sanitary Sewer Facilities between Miami-Dade County and City of Doral, recorded, in Official Records Book 29441, Page 796.
- r) Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Grand Floridian Estates, as recorded in Plat Book 170, at Page 92.

I HEREBY CERTIFY that I have reviewed all the aforementioned encumbrances and exceptions.

NOTE: ALL RECORDING INFORMATION REFERS TO THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Therefore, it is my opinion that the following party(ies) must join in the agreement in order to make the agreement a valid and binding covenant on the lands described herein.

<u>Name</u>	<u>Interest</u>	<u>Special Exception Number</u>
GRAND FLORIDIAN AT DORAL, LLC	Owner	

JUAN CARLOS TOVAR, as Manager of GRAND FLORIDIAN GP, LLC, a Florida limited liability company, the Manager of GRAND FLORIDIAN AT DORAL, LLC, a Florida limited liability company, is authorized to sign on behalf of the Owner.

<u>Name</u>	<u>Interest</u>	<u>Special Exception Number</u>
STONEGATE BANK	Mortgagee	1 (a) and 1 (b)

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

Respectfully submitted this 24th day of June, 2015.

WEISBURD, EISEN & POSSENTI, P.A.

BY: 

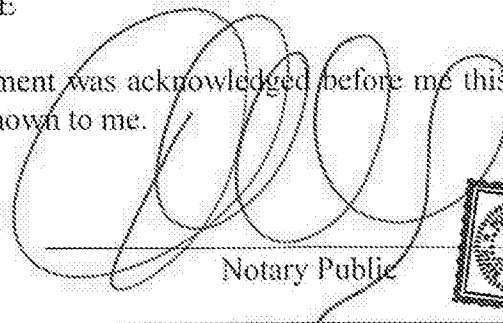
SCOTT EISEN, ESQ.
 Florida Bar No. 375152

Address:

2751 Executive Park Drive, Suite 104
Weston, FL 33331

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 24th day of June, 2015, by **SCOTT EISEN**, who is personally known to me.



 Notary Public



Print Name
My Commission Expires:

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 1, BLOCK 5, OF GRAND FLORIDIAN ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 170, AT PAGE 92, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; and,

LOT 2, BLOCK 5, OF GRAND FLORIDIAN ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 170, AT PAGE 92, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.