Return to:
Monroe County
Planning & Environmental Resources Department
2798 Overseas Highway
Marathon, Florida 33050

Prepared by:

---------- Space Above This Line For Recording ----------

MONROE COUNTY, FLORIDA
GRANT OF CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT SHALL BE INCORPORATED IN WHOLE AND REFERENCED BY BOOK AND PAGE NUMBER AND DOCUMENT NUMBER ON ALL TRANSFERS OF THE BELOW DESCRIBED REAL PROPERTY.

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1. **WHEREAS**, this Conservation Easement is granted this ____ day of _____ , 20_____ by _____ (hereinafter "Grantor(s)"), to Monroe County, a political subdivision of the State of Florida (hereinafter "Grantee"), whose address is 1100 Simonton Street, Key West, Florida 33040; and

2. **WHEREAS**, _____, the undersigned Grantor(s), is/are the sole fee simple title owner(s) of the certain below-described real property (hereinafter "Servient Estate Property") located in Monroe County, Florida, having a legal description as follows and which is shown on attached Exhibit "____," which is hereby incorporated as if fully stated herein:

   Parcel(s)/Lot(s): _____ Block: _____

   Subdivision: _____

   Key: _____ Plat Book: ____ Page: ___

   Approximate Mile Marker: _____

   Real Estate Number(s): _____; and

3. **WHEREAS**, Grantee is a general purpose political subdivision of the State of Florida and is authorized to regulate and control the use of real property through the Monroe County Comprehensive Plan and the Monroe County Code(s) in order to protect the public health, safety, and welfare; and

4. **WHEREAS**, the servient estate property is subject to the jurisdiction and requirements of the Monroe County Code(s) and contains:

   _____; and

5. **WHEREAS**, the undersigned Grantor(s) desire(s) to develop the servient estate property as: _____ (hereinafter "Development" or "Project"); and

6. **WHEREAS**, Monroe County Code § 110-97(g.), Monroe County Code § 118-3, Monroe County Code § 118-10(4.)(g.)(2.)(iii.), Monroe County Code § 118-12(b.)(3.)(b.), Monroe County Code § 130-131(c.), Monroe County Code § 130-160(a.)(8.), and Monroe County Code § _____, or its/their equivalent Monroe County Code(s) provision(s), require(s) that certain areas of the servient estate property be retained as open space and be preserved in their natural condition; and

7. **WHEREAS**, this easement is a conservation easement, which, as defined by Florida Statute § 704.06 (2015), is a right or interest in real property which right or interest is appropriate to retaining land or water areas predominantly in their natural, scenic, open, agricultural, or wooded condition; retaining such areas as suitable habitat for fish, plants, or wildlife; retaining the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance; or maintaining existing land uses and which prohibits or limits any or all of: Construction or placing of buildings, roads, signs, billboards, or other advertising, utilities, or other structures on or above the ground; Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials; Removal or destruction of trees, shrubs, or other vegetation; Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface; Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition; Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation; Acts or uses detrimental to such retention of land or water areas; Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance; and

8. **WHEREAS**, this conservation easement is located on the above legally described servient estate property; and

9. **WHEREAS**, this conservation easement is shown in the diagram attached to this instrument as Exhibit "____," which is hereby incorporated as if fully stated herein; and

10. **WHEREAS**, this conservation easement restricts the structures that may be placed upon and uses of the above legally described servient estate property; and

11. **WHEREAS**, the consent of all mortgagee(s) and holder(s) of any and all other encumbrance(s) of or otherwise upon the servient estate property is attached as Exhibit(s) "____" and "____." If no such consent is attached hereto, the undersigned Grantor(s) and the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), hereby certify(ies) and warrant(s) to Grantee that no such mortgage(s) and that no such other encumbrance(s) exist(s); and

12. **WHEREAS**, the fact that any prospective structure or use of the servient estate property that is prohibited by this grant of conservation easement may become more economically valuable than the structures and uses allowed by or under this grant of conservation easement, and that such prohibited structures may, presently and/or in the future, be placed upon neighboring property(ies), and that neighboring property(ies) may, presently and/or in the future, have use(s) established upon it/them that are not allowed under this grant of conservation easement, has been considered by the undersigned Grantor(s), in granting this

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conservation easement, and by Grantee, in accepting it. By this express and specific acknowledgment, the undersigned Grantor(s), tenant(s) thereto, personal representative(s), heir(s), assign(s), or successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, hereby release(s), waive(s), and discharge(s) Grantee from any and all damage(s), claim(s), or liability(ies) for any alleged diminution to the value of the above legally described servient estate property and conservation easement area therein allegedly arising out of, related to, or in connection with this grant of conservation easement; and

13. **WHEREAS**, this conservation easement is granted in consideration of Building permit application number _____, for which the undersigned Grantor(s) is/are the applicant(s); and

14. **WHEREAS**, this conservation easement is granted in consideration of (check where appropriate) Monroe County Building Department ___ Monroe County Planning & Environmental Resources Department ___ approval(s) to issue for, as applicable (check where appropriate):

    I. Preliminary or Final Plat Approval pursuant to Monroe County Code § 110-97(g.): ___;

    II. Final Inspection Approval pursuant to Monroe County Code § 118-3: ___;

    III. Issuance of a Certificate of Occupancy pursuant to Monroe County Code § 118-3: ___;

    IV. Approval of the design, location, and construction of structure(s) developed, used, or occupied on land classified as mangroves, wetlands, or submerged lands (all types and all levels of quality) pursuant to Monroe County Code § 118-10(4.)(g.)(2.)(iii.): ___;

    V. Approval of the shoreline set-back(s) of principal structure(s) along open water shorelines not adjacent to man-made canals, channels, or basins, and which have been altered by the legal placement of fill pursuant to Monroe County Code § 118-12(b.)(3.)(b.): ___;

    VI. Approval of construction of commercial retail development within the Rockland Key Commercial Retail Center Overlay District pursuant to Monroe County Code § 130-131(c.): ___;

    VII. Approval to apply for a Building permit authorizing development of a residential dwelling unit on a receiver site requiring a transferable development right pursuant to Monroe County Code § 130-160(a.)(8.): ___;

    VIII. Approval of/to _____ pursuant to Monroe County Code §: _____; and

15. **WHEREAS**, the undersigned Grantor(s) and Grantee hereby warrant that such approval(s) were issued and/or such aforesaid Building Department and Planning & Environmental Resources Department approval(s) issued pursuant to this grant of conservation easement, and that this grant of conservation easement is supported by good and valuable consideration; and

16. **WHEREAS**, this grant of conservation easement does not discharge, exempt, waive, or otherwise release the undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), or tenant(s) thereto, from their duty to obtain required

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federal, state, County, and local approval(s) for any future construction of structures or establishment of uses upon the servient estate property or conservation easement area therein; and

17. **WHEREAS**, this grant of conservation easement does not discharge, exempt, waive, or otherwise release the undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), or tenant(s) thereto, from their duty to comply with any additional requirements based upon the Florida Building Code and/or floodplain design requirements; and

18. **NOW, THEREFORE**, in consideration of Grantee's issuance of the aforesaid approval(s), and as an inducement to Grantee for the aforesaid approval(s), together with other good and valuable consideration, the adequacy, sufficiency, and receipt of which are hereby expressly acknowledged and attested to, the undersigned Grantor(s) hereby grants, creates, and establishes a perpetual conservation easement for and in favor of Grantee upon the above legally described servient estate property which shall run with the land and be binding upon the undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, and shall remain in full force and effect forever, and Grantor(s) declare(s) and grant(s) as follows:

1. The foregoing recitals are true and correct and are hereby incorporated as if fully stated herein; and

2. The undersigned Grantor(s) hereby covenant(s) with Grantee that Grantor(s) is/are lawfully seized of said property in fee simple free and clear of all encumbrances that are inconsistent with the terms of and exhibits attached to this grant of conservation easement, and fully warrant(s) and defend(s) the title to and interest in the conservation easement hereby conveyed against the lawful claims of all persons whomsoever; and

3. The undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, shall bear all costs related to the maintenance, operation, and upkeep of the servient estate property and conservation easement area therein. Grantee shall have no responsibility for any costs related to the maintenance, operation, or upkeep of the servient estate property and conservation easement area therein; and

4. The undersigned Grantor(s), and the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), shall pay all taxes, assessments, fees, and charges of whatever description levied upon or assessed by competent authority on the servient estate property and conservation easement therein before delinquency, shall keep such levies and assessments current, and shall not allow any lien(s) on the servient estate property or conservation easement area superior to this easement interest. In the event of failure to so disallow such lien(s), to extinguish such lien(s), and/or to obtain subordination of such lien(s) to this easement interest, in addition to any other remedy, the damage(s) and/or debt(s) owed to Grantee shall constitute a lien against the servient estate property and conservation easement area therein which shall automatically relate back to the recording date of this grant of conservation easement; and

5. **<u>Depiction of Conservation Easement Area</u>**.

   A. This conservation easement is shown in the diagram attached to this instrument as Exhibit "____," which is hereby incorporated as if fully stated herein; and

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B. Said Exhibit depicting this conservation easement shall meet the minimum technical location and description standards for conservation easements required under the Monroe County Comprehensive Plan, Monroe County Code(s), and Florida Statute § 704.06 (2015), or the equivalent provision(s) governing "conservation easements" as used in the Florida Statutes, or as otherwise required by Grantee; and

C. **Construction and Interpretation**. The construction and interpretation of such, and all other, Monroe County Comprehensive Plan provision(s) and Monroe County Code(s) provision(s) shall be deferred in favor of Grantee and such construction and interpretation shall be entitled to great weight on trial and on appeal; and

6. **Terms of and Restrictions Imposed by this Grant of Conservation Easement**.

A. This grant of conservation easement is intended to benefit, run with the land in favor of, and shall inure to Grantee Monroe County, Florida; and

B. This grant of conservation easement constitutes a real property interest immediately vested in Grantee; and

C. By these presents the undersigned Grantor(s) impose and shall impose in perpetuity the following restrictions (though not an exhaustive recital of all inconsistent practices, structures, and uses) on the structures that may be placed upon and uses of the servient estate property within the conservation easement area:

1. No placing of buildings, roads, signs (other than those expressly and specifically marking the conservation easement area), billboards or other advertising, utilities, or other structures in, on, or above, the conservation easement area.

2. No construction or placing of permanent buildings, mobile homes, temporary structures, or other structures in, on, or above, the conservation easement area.

3. No dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials, in, on, or above, the conservation easement area.

4. No removal or destruction of trees, shrubs, or other vegetation in, on, or above, the conservation easement area.

5. No dredging, excavation, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface, in, on, or above, the conservation easement area.

6. No exploration or extraction of clay, coal, coral, fill, gravel, limerock, limestone, marl, minerals, muck, natural gas, peat, petroleum, rock, sand, shale, shell, and other similar substances, in, on, or above, the conservation easement area.

7. No surface use except for purposes that permit the land or water area to remain predominantly in its natural condition.

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8. No activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

9. No acts or uses detrimental to such retention of land or water areas.

10. No animal husbandry or commercial, personal, or recreational bovine, equine, poultry, swine, or similar agricultural or livestock activities or operations.

11. No permanent or temporary feedlot may be established or maintained in the conservation easement area. For the purpose of this subsection, a "feedlot" is a confined or unconfined area or facility within which such land is used to fatten, feed, or otherwise nourish and sustain cattle, horses, poultry, swine, and similar livestock animals.

12. No planting or seeding of non-native plants, invasive plants, or exotic plants, in, on, or above, the conservation easement area.

13. All non-native plants, invasive plants, and exotic plants shall be continuously removed using hand tools only, and such plants shall not be removed using mechanized clearing.

14. The undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, shall not park, store, or otherwise place, or permit the parking, placement, or storage of, a vessel or vessels in, on, or above the conservation easement area. For the purpose of this subsection, the term "vessel" as used herein shall mean "vessel" as defined under Florida Statute § 327.02 (2015), or the equivalent statutory provision(s) governing the definition of "vessel" as used in the Florida Statutes.

15. The undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, shall not park, store, or otherwise place, or permit the parking, placement, or storage of, a motor vehicle or motor vehicles in, on, or above the conservation easement area. For the purpose of this subsection, the term "motor vehicle" as used herein shall mean "motor vehicle" as defined under Florida Statute § 320.01 (2015), or the equivalent statutory provision(s) governing the definition of "motor vehicle" as used in the Florida Statutes.

16. The undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, shall not park, store, or otherwise place, or permit the parking, placement, or storage of, other mechanized vehicles including but not limited to jet skis, off-road vehicles, dune buggies, or all-terrain vehicles in, on, or above the conservation easement area.

17. The undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, shall not operate a motor vehicle or motor vehicles in, over, or upon the conservation easement area. For the purpose of this subsection, the term "motor vehicle" as used herein shall mean "motor vehicle" as defined under Florida Statute § 320.01 (2015), or the equivalent statutory provision(s) governing the definition of "motor vehicle" as used in the Florida Statutes.

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18. The undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, shall not operate other mechanized vehicles including but not limited to off-road vehicles, dune buggies, or all-terrain vehicles in, over, or upon the conservation easement area.

19. No act(s) or use(s) detrimental to the preservation of the structural integrity or physical appearance of a building(s), site(s), structure(s), object(s), or property(ies) of historical, architectural, archaeological, or cultural significance. The undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, shall notify the Monroe County Planning & Environmental Resources Department and the Florida Department of State - Division of Historical Resources or its successor if an archaeological, architectural, cultural, or historical building(s), site(s), structure(s), or object(s) is/are discovered on the servient estate property or conservation easement area therein, and any such building(s), site(s), structure(s), or object(s) deemed to be of archaeological, architectural, cultural, or historical significance shall be afforded the same protection(s) as a significant building(s), site(s), structure(s), and object(s) known to exist at the time of entering into this easement.

20. _____.

21. Neither this grant of conservation easement nor the terms and restrictions imposed herein constitute permit authorization for or approval of the construction, operation, or use of passive residential, commercial, or recreational activity(ies) upon the servient estate property or conservation area therein. Any such work shall be subject to all applicable federal, state, Monroe County, and/or local permitting, approval, and inspection requirements; and

7. **Amendment, Modification, or Release**.

A. Neither the servient estate property nor the conservation easement area therein may be subdivided, re-subdivided, platted, re-platted, or conveyed as separate parcels or transferred as separate parcels unless Grantee agrees, consents, and joins in writing thereto, and any such subdivision, re-subdivision, platting, re-platting, or conveyance as separate parcels or transference as separate parcels, in order to be valid and binding upon Grantee, must be executed in writing by both Grantee and the undersigned Grantor(s), or, if applicable, by both Grantee and the personal representative(s), heir(s), assign(s), or successor(s) in title of the undersigned Grantor(s); and

B. No amendment or modification to this grant of conservation easement is effective unless Grantee agrees, consents, and joins in writing thereto, and any amendment or modification to this grant of conservation easement must be executed in writing by both Grantee and the undersigned Grantor(s), or, if applicable, by both Grantee and the personal representative(s), heir(s), assign(s), or successor(s) in title of the undersigned Grantor(s); and

C. The undersigned Grantor(s), and, if applicable, the personal representative(s), heir(s), assign(s), or successor(s) in title of the undersigned Grantor(s), shall file any such amendment or modification to this grant of conservation easement together with all appropriate and required Joinder(s) with the Clerk of the Circuit Court of Monroe County and shall record any such amendment or modification to this grant of conservation easement together with all appropriate and required Joinder(s) in the Official Records of Monroe County, Florida; and

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D. The undersigned Grantor(s) and, if applicable, the personal representative(s), heir(s), assign(s), or successor(s) in title of the undersigned Grantor(s), shall solely pay any and all costs and expenses associated with the filing and recordation of any such amendment(s) or modification(s); and

E. This grant of conservation easement may not be rescinded, voided, or released unless and until the Monroe County Board of County Commissioners (hereinafter "BOCC") approves such rescission, voidance, or release by BOCC Resolution; and

8. **Recordation**. The undersigned Grantor(s) and the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), hereby agree(s) to and shall file this grant of conservation easement together with all appropriate and required Joinder(s) with the Clerk of the Circuit Court of Monroe County, and shall record this grant of conservation easement together with all appropriate and required Joinder(s) in the Official Records of Monroe County, Florida, and shall re-file and re-record these at any time Grantee may require to preserve its (Grantee's) rights, and the undersigned Grantor(s) and the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), shall solely pay any and all costs and expenses associated with such filing(s), re-filing(s), recordation(s), and re-recordation(s); and

9. **Subsequent Reference Requirement**.

A. The undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, hereby agree(s) to and shall submit a copy of this filed and recorded grant of conservation easement together with (simultaneously in date and time with) all future development applications relating to the servient estate property and/or conservation easement area therein. Such submission by the undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, shall be to the agency(ies), department(s), and office(s) in receipt of or otherwise receiving such development application(s). This requirement is non-exclusive to Monroe County agencies, departments, and offices, and is to be construed as inclusive of all reviewing federal, state, Monroe County, and local agencies, departments, and offices in receipt of or otherwise receiving such development application(s), such that the undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, must so simultaneously furnish a copy of this filed and recorded grant of conservation easement to any and all federal, state, Monroe County, and local agencies, departments, and offices in receipt of or otherwise receiving such development application(s); and

B. The undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, shall reference this grant of conservation easement and all previously executed and recorded restrictions in any future instrument conveying title to or an interest in the servient estate property or conservation easement area therein, including the recording book and page number(s) and document number(s) of this grant of conservation easement and all previously executed and recorded restrictions; and

C. The undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, shall insert the terms and restrictions of this grant of conservation easement into any subsequent deed or other legal instrument by

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which he/she/it/they divest(s) himself/herself/itself/themselves of any title to or interest in the servient estate property or conservation easement area therein; and

10. **Joint-and-Several Liability**. If the undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), tenant(s) thereto, or any other non-County natural person(s) or legal person(s) are party(ies) to any suit, action, or proceeding, in law or in equity, initiated, cross-initiated, counter-initiated, or filed by the County to enforce any provision(s), restriction(s), or term(s) contained herein, and consist(s) of more than one person(s) or entity(ies), such person(s) and entity(ies) shall be jointly and severally liable; and

11. **Non-Assignability**. This grant of conservation easement shall not be assignable by the undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), or successor(s) in title of the undersigned Grantor(s), tenant(s) thereto, or any other non-County party with title to or an interest in the servient estate property or conservation easement therein, unless such assignment is first approved by Monroe County BOCC Resolution; and

12. **Transfer Notice**. The undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, shall provide written notice (hereinafter "Transfer Notice") to Grantee of the transfer of any title to or interest in the above legally described property at least thirty (30) days prior to the date of such transfer. Failure of the undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), or successor(s) in title of the undersigned Grantor(s), or tenant(s) thereto, to perform any act required by this Section shall not eliminate this requirement or Grantee's rights arising from, relating to, or in connection with this requirement, and shall not impair the validity of this grant of conservation easement or limit its enforceability in any way; and

13. **Notice and Service of Process**.

A. **Notice - To Grantee**. All notices, consents, approvals, or other communications to Grantee hereunder shall be in writing and shall be deemed properly served if sent by U.S. Postal Service Certified Mail, return receipt requested, in the following form and address:

Monroe County Planning & Environmental Resources Department
Attn: Senior Director
Subject: Conservation Easement
2798 Overseas Highway, Marathon, FL 33050.

With a copy to:

Monroe County Attorney's Office
Subject: Conservation Easement
1111 12th Street, Suite 408
Key West, FL 33040

B. **Notice - To Grantor(s)**. All notices, consents, approvals, or other communications to the undersigned Grantor(s) and to the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), shall be in writing and shall be deemed properly served if, unless otherwise

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provided in this instrument, sent by U.S. Postal Service Certified Mail, return receipt requested, to his/her address of record with the Monroe County Property Appraiser's Office or to his/her address of record with the Monroe County Tax Collector's Office. If, after one (1) unsuccessful attempt (in accordance with the preceding sentence) by Grantee to serve notice upon Grantor(s) or the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), Grantee shall, in addition to the preceding sentence's method of notice and service of process for the purposes herein, be entitled to satisfy this Section's sufficiency of notice and service of process requirement(s) by subsequent election to serve such notice pursuant to (I) Florida Statutes §§ 49.011(1)-(2) (2015), 49.011(5) (2015), 49.021 (2015), (applicable if an action or administrative proceeding has commenced or otherwise been formally initiated by filing in accordance with applicable rules of procedure) 49.031 (2015), (applicable if an action or administrative proceeding has commenced or otherwise been formally initiated by filing in accordance with applicable rules of procedure) 49.041 (2015), (applicable if an action or administrative proceeding has commenced or otherwise been formally initiated by filing in accordance with applicable rules of procedure) 49.051 (2015), (applicable if an action or administrative proceeding has commenced or otherwise been formally initiated by filing in accordance with applicable rules of procedure) 49.061 (2015), (applicable if an action or administrative proceeding has commenced or otherwise been formally initiated by filing in accordance with applicable rules of procedure) 49.071 (2015), (applicable if an action or administrative proceeding has commenced or otherwise been formally initiated by filing in accordance with applicable rules of procedure) 49.08-09 (2015), (for non-foreclosure action proceeding notice(s)) 49.10(1)(a) (2015), (for foreclosure action proceeding notice(s)) 49.10(c) (2015), and/or pursuant to (II) Florida Statute § 49.11 (2015). Notice constructively served pursuant to such election shall be deemed properly served for the purpose(s) herein. Actual notice is not required under this Section; and

C. **Notice - To Tenant(s)**. All notices, consents, approvals, or other communications to the tenant(s) of the undersigned Grantor's/Grantors' servient estate property or conservation easement area therein, and to the tenant(s) of the undersigned Grantor's/Grantors' personal representative(s), heir(s), assign(s), or successor(s) in title's servient estate property or conservation easement area therein, shall be in writing and shall be deemed properly served, unless otherwise provided in this instrument, if sent by U.S. Postal Service Certified Mail, return receipt requested, to the mailing address of the servient estate property and to such tenant's/tenants' address(es) of record, if any, with the Monroe County Property Appraiser's Office or such tenant's/tenants' address(es) of record, if any, with the Monroe County Tax Collector's Office. If, after one (1) unsuccessful attempt (in accordance with the preceding sentence) by Grantee to serve notice upon such tenant(s), Grantee shall, in addition to the preceding sentence's method of satisfying notice and service of process for the purposes herein, also be entitled to satisfy this Section's sufficiency of notice and service of process requirement(s) by subsequent election to serve such notice pursuant to (I) Florida Statutes §§ 49.011(1)-(2) (2015), 49.011(5) (2015), 49.021 (2015), (applicable if an action or administrative proceeding has commenced or otherwise been formally initiated by filing in accordance with applicable rules of procedure) 49.031 (2015), (applicable if an action or administrative proceeding has commenced or otherwise been formally initiated by filing in accordance with applicable rules of procedure) 49.041 (2015), (applicable if an action or administrative proceeding has commenced or otherwise been formally initiated by filing in accordance with applicable rules of procedure) 49.051 (2015), (applicable if an action or administrative proceeding has commenced or otherwise been formally initiated by filing in accordance with applicable rules of procedure) 49.061 (2015), (applicable if an action or administrative proceeding has commenced or otherwise been formally initiated by filing in accordance with applicable rules of procedure) 49.071 (2015), (applicable if an action or administrative proceeding has commenced or otherwise been formally initiated by filing in accordance with applicable

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rules of procedure) 49.08-09 (2015), (for non-foreclosure action proceeding notice(s)) 49.10(1)(a) (2015), (for foreclosure action proceeding notice(s)) 49.10(c) (2015), and/or pursuant to (II) Florida Statute § 49.11 (2015). Notice constructively served pursuant to such election shall be deemed properly served for the purpose(s) herein. Actual notice is not required under this Section; and

D. **Notice - To Legal Person(s)**. In the event the undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), or tenant(s) thereto, comprise a registered business entity, corporate entity, or similar legal person, all notices, consents, approvals, or other communications to such entity shall be in writing and shall be deemed properly served if sent by U.S. Postal Service Certified Mail, return receipt requested, to the mailing address of such entity's Registered Agent as shown in the public records of the Florida Department of State - Division of Corporations (hereinafter "Sunbiz"), or its equivalent agency. Actual notice is not required under this Section. In the event the undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), or tenant(s) thereto, is a legal trust, all notices, consents, approvals, or other communications to such trust shall be in writing and shall be deemed properly served if sent by U.S. Postal Service Certified Mail, return receipt requested, to the mailing address of the servient estate property and to such trust's address(es) of record, if any, with the Monroe County Property Appraiser's Office or its address(es) of record, if any, with the Monroe County Tax Collector's Office. If, after one (1) unsuccessful attempt (in accordance with the preceding sentence) by Grantee to serve notice upon such legal person(s), Grantee shall, in addition to the preceding sentence's method of satisfying notice and service of process for the purposes herein, also be entitled to satisfy this Section's sufficiency of notice and service of process requirement(s) by subsequent election to serve such notice pursuant to (I) Florida Statutes §§ 49.011(1)-(2) (2015), 49.011(5) (2015), 49.021 (2015), (applicable if an action or administrative proceeding has commenced or otherwise been formally initiated by filing in accordance with applicable rules of procedure) 49.031 (2015), (applicable if an action or administrative proceeding has commenced or otherwise been formally initiated by filing in accordance with applicable rules of procedure) 49.041 (2015), (applicable if an action or administrative proceeding has commenced or otherwise been formally initiated by filing in accordance with applicable rules of procedure) 49.051 (2015), (applicable if an action or administrative proceeding has commenced or otherwise been formally initiated by filing in accordance with applicable rules of procedure) 49.061 (2015), (applicable if an action or administrative proceeding has commenced or otherwise been formally initiated by filing in accordance with applicable rules of procedure) 49.071 (2015), (applicable if an action or administrative proceeding has commenced or otherwise been formally initiated by filing in accordance with applicable rules of procedure) 49.08-09 (2015), (for non-foreclosure action proceeding notice(s)) 49.10(1)(a) (2015), (for foreclosure action proceeding notice(s)) 49.10(c) (2015), and/or pursuant to (II) Florida Statute § 49.11 (2015). Notice constructively served pursuant to such election shall be deemed properly served for the purpose(s) herein. Actual notice is not required under this Section; and

14. **Dispute Resolution - Meet-and-Confer Prerequisite**. The undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), or successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, hereby agree(s) that as a first condition precedent to his/her/its/their initiation of litigation or adversarial administrative proceedings against the County in the form of a suit or action arising out of, related to, or in connection with this grant of conservation easement, shall first, prior to the initiation of such suit or action, attempt to resolve their dispute(s) and disagreement(s) by a meet-and-confer session between himself/herself/itself/themselves and Monroe County Planning & Environmental Resources Department staff and counsel to the Monroe County Planning & Environmental Resources

Sample

Department. If no resolution can be agreed upon within thirty (30) days after the occurrence of the aforesaid meet-and-confer session, such issue(s) shall next (second), as a second condition precedent to the initiation of such suit or action, be discussed at a public meeting of the Monroe County BOCC occurring in the same geographic sub-area as the geographic location of such conservation easement (i.e., Upper Keys - Key Largo, Middle Keys - Marathon, Lower Keys - Key West). The undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), or successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, hereby agree(s) that in the event he/she/it/they so initiate such suit or action without satisfying both of these conditions precedent to their initiation of litigation or adversarial administrative proceedings against the County, that the County shall be automatically entitled to an Order granting Grantee's Motion to Dismiss and Florida Statute § 57.105 (2015) Motion for Sanctions and Attorney's Fee (or, at Grantee's election (if applicable), their Florida statutory equivalent(s), Federal equivalent(s), or non-Florida legal equivalent(s)); and

15. **Limitation of Liability**.

A. In the event of any litigation concerning the conditions, provisions, restrictions, or terms of this grant of conservation easement, Grantee, the undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, hereby agree to expressly waive and shall be treated as having expressly waived their right to a jury trial; and

B. The undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), or successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, hereby agree(s) that no charge(s) or claim(s) shall be made by it for any delay(s) or hindrance(s) attributable to the County during the progress of any portion of or during the effective date of this grant of conservation easement; and

C. **Hazardous, Toxic, Radioactive Substances**. The undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, hereby waive(s) any rights they may have to bring a claim against Grantee for personal injury or injury to property that is caused by the negligent action or inaction and grossly negligent action or inaction of Grantee or Grantee's employee(s) or agent(s) during the course of Grantee's activity arising out of, related to, or in connection with this grant of conservation easement, further hold(s) Grantee harmless from the claims of all persons for action(s), inaction(s), activity(ies), damage(s), expense(s), and loss(es) occurring on the above legally described property, and further indemnifies Grantee for all liability arising from any subsequent placement by the undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, and the subsequent discovery of, hazardous, toxic, or radioactive substance material on the above legally described property, and, in the event such material is discovered, the undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, shall be exclusively responsible for the removal of such materials following coordination and written approval of Grantee. The term hazardous, toxic, or radioactive substance material shall mean any hazardous, toxic, or radioactive substance material, matter, or waste, which is or becomes regulated by any federal, state, or local law, ordinance, order, rule, regulation, code, or any other governmental restriction or requirement and shall include petroleum products and asbestos as well as improper or excessive storage of or use of common household cleaning and landscaping chemicals, pesticides, batteries, and the like, and those materials

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defined as hazardous substance or hazardous waste in the Comprehensive Environmental Response Compensation and Liability Act and/or the Resource Conservation and Recovery Act. The undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, shall immediately notify the County of any known discharge or discovery of any hazardous, toxic, or radioactive waste at, upon, under, or within the above legally described property, and the undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, shall, at his/her/its/their exclusive cost and expense, comply with all remedial measures required by any governmental agency having jurisdiction. The undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, hereby warrant and represent that to the best of his/her/its/their knowledge, the above legally described property is free of any such waste(s). The undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, hereby agree that he/she/it/they shall be exclusively liable for environmental damages according to the extent made so by law for periods following the effective date of this grant of conservation easement; and

D. **No Waiver**. Grantee shall not be deemed to have waived any rights under this grant of conservation easement unless such waiver has been given, within this instrument both expressly and specifically; and

E. **No Personal Liability**. The County expressly reserves and in no way shall be deemed to have waived, for itself or for its officer(s), employee(s), or agent(s), any sovereign, governmental, and any other similar defense, immunity, exemption, or protection against any suit, cause-of-action, demand, or liability. Further, no covenant, provision, or term of this grant of conservation easement shall be deemed to be a covenant or agreement of any officer, employee, or agent of the County in his or her individual capacity, and no officer, employee, or agent of the County shall be liable personally in this grant of conservation easement or be subject to any personal liability or accountability by reason of the execution of this grant of conservation easement; and

F. **Non-Reliance by Third-Parties**. No person(s) or entity(ies) shall be entitled to rely upon the terms, or any of them, of this grant of conservation easement to enforce or attempt to enforce any third-party claim(s) or entitlement(s) to or benefit(s) of any service(s), term(s), or program(s) contemplated hereunder; and

16. **Enforcement**.

A. **Grantee's Right of Inspection**.

1. Grantee shall, without liability to Grantee, have site access to the conservation easement area at all reasonable times, with no less than twenty-four (24) hours' reasonable actual or constructive notice (which Grantee may satisfy by reasonable means in addition to/other than via Sections 13(B.)-(D.) above), for the purpose of inspection to monitor and ensure compliance with the restrictions and terms contained herein. Grantee's designees shall include city, county, and/or State code and/or building inspectors, and the like, without limitation; and

2. Grantee's right of site access to the conservation easement area shall include the right to use vehicles and all necessary equipment to determine if the undersigned Grantor(s), tenant(s) thereto, the

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personal representative(s), heir(s), assign(s), or successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, have complied with or are complying with the restrictions and terms hereof; and

B. **Default Notice**. Unless otherwise provided in this instrument, in the event of breach or violation of the restrictions or terms hereof by Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), or successor(s) in title of the undersigned Grantor(s), or tenant(s) thereto, Grantee shall provide written "Notice of Default" or "Notice of Violation" to the defaulting undersigned Grantor(s), the defaulting tenant(s) thereto, the defaulting personal representative(s), heir(s), assign(s), or successor(s) in title of the undersigned Grantor(s), or the defaulting tenant(s) thereto, and such defaulting party(ies) shall have the right to cure such breach(es) or violation(s) within thirty (30) days of receiving notice of such breach(es) or violation(s); and

C. **Grantor(s) Breach or Violation**.

1. Uncured breach(es) or violation(s), by the undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), or successor(s) in title of the undersigned Grantor(s), or tenant(s) thereto, of the terms of and restrictions imposed by this grant of conservation easement shall, without any additional notice beyond this grant of conservation easement's recordation, entitle Grantee to immediately suspend and/or rescind, without liability to Grantee, development applications, pending permits, approvals, and inspections, and issued development order(s) contingent upon the effectiveness of this grant of conservation easement and Grantor(s') compliance thereto, the compliance of tenant(s) thereto, the compliance of the personal representative(s), heir(s), assign(s), or successor(s) in title of the undersigned Grantor(s) thereto, and the compliance of tenant(s) thereto, with the terms of this grant of conservation easement, applied for or issued for work to be undertaken at or upon the servient estate property and/or conservation easement area therein, except for those permits, approvals, and/or inspections necessary to cure such breach(es) or violation(s). Such uncured breach(es) or violation(s) shall be presumed to constitute breach(es) or violation(s) that is/are irreparable or irreversible in nature; and

2. In the event of any suit, action, or proceeding, in law or in equity, by the County to enforce the restrictions or terms contained herein, if the County prevails in any such suit, action, or proceeding, on trial or appeal, the County shall be entitled to reasonable attorney's fees, including trial, appellate, bankruptcy, and post-judgment costs and collection proceedings for the maintenance or defense of any such suit, action, or proceeding, to be paid by the losing party(ies) as fixed by the court, as well as the reasonable cost(s) of restoring the above legally described servient estate property's conservation easement area to the (its) natural vegetative and hydrologic condition that existed at the time of execution and recordation of this grant of conservation easement. Any judgment so rendered in favor of the County in connection with any suit, action, or proceeding arising out of, related to, or in connection with this grant of conservation easement, shall bear interest at the highest rate allowed by law. The County may recover reasonable legal and professional fees attributable to the preparation, administration, and enforcement of such suit, action, or proceeding, from any person(s) and/or entity(ies) from or to whom a demand or enforcement request is made, regardless of actual initiation of a suit, action, or proceeding. These remedies are in addition to any other remedy, fine, or penalty which may be applicable under, including, but not limited to, Chapters 162, 373, and 403, Florida Statutes,

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and any other action at law or in equity. Grantee hereby agrees and the undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, hereby agree that suits, actions, and proceedings arising out of, related to, or in connection with this grant of conservation easement are not subject to arbitration, and that mediation proceedings initiated and conducted that arise out of, relate to, or are in connection with this grant of conservation easement shall be in accordance with the Florida Rules of Civil Procedure; and

3. **Cumulative Remedies**. In the event of any breach or violation of the restrictions or terms contained herein, Grantee shall, without liability to Grantee, have the right to proceed at law or in equity as may be necessary to enforce compliance with the restrictions or terms hereof, to enjoin activities, construction, maintenance, practices, repairs, and uses inconsistent with the restrictions or terms hereof, and to otherwise prevent the breach or violation of any of them, to collect damages, and both authorized and entitled to enforce this grant of conservation easement by emergency, preliminary, and permanent injunction, including by ex parte motion and action for such injunction(s), it being hereby expressly and specifically agreed that Grantee has no adequate remedy at law, or such other legal method as Grantee deems appropriate. All rights and remedies accruing to the County shall be assignable in whole or in part and be cumulative; that is, the County may pursue such rights and remedies as the law and this grant of conservation easement afford it in whatever order the County desires and the law permits. The County's resort to any one law(s) and/or remedy(ies) in advance of any other shall not result in waiver or compromise of any other law(s) and/or remedy(ies). The undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), or successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, hereby agree(s) to and shall pay for all costs associated with Grantee's enforcement action(s); and

4. Failure of the undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), or successor(s) in title of the undersigned Grantor(s), or tenant(s) thereto, to comply with or perform any act required by or under this grant of conservation easement shall not impair the validity of this grant of conservation easement or the conditions, provisions, reservations, restrictions, rights, or terms hereof or limit their enforceability in any way; and

5. Enforcement of the conditions, provisions, restrictions, and terms of this grant of conservation easement shall be at the discretion of the Grantee. Grantee's delay or failure to enforce or omission in the exercise of any condition, provision, reservation, restriction, right, or term contained herein, however long continued, shall not be deemed a waiver or estoppel of the right to do so thereafter as to any violation or breach. No Grantee waiver of a breach of any of the condition(s), provision(s), reservation(s), restriction(s), right(s), or term(s) hereof, shall be construed to be a waiver of any succeeding breach of the same condition(s), provision(s), reservation(s), restriction(s), right(s), or term(s) hereof; and

17. **Attorney Title Opinion**. The effectiveness of the benefit(s) and right(s) hereby conveyed by Grantee to Grantor(s) (exhaustively identified at prefatory Sections 14. and 18. above and non-prefatory Section 6. above) in exchange for Grantor(s') conferral to Grantee of the restrictions contained herein, Grantee's rights in said restrictions, and the enforceability of said restrictions in favor of Grantee, is predicated upon the truth, accuracy, and correctness of Grantor(s') submitted information, representations, documents, Grantor(s') submitted Attorney Title Opinion, and (if applicable) Trust Affidavit. In the event it is later

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discovered that such (Grantor(s')) submitted information, representations, documents, Attorney Title Opinion, (if applicable) Trust Affidavit, or any portion thereof, is false, misleading, or materially omissive, or otherwise legally erroneous, whether intentional or unintentional, and it results in the subordination or extinguishment of the restrictions contained herein, Grantee's rights in said restrictions, or the enforceability of said restrictions in favor of Grantee, or it results in the diminishment of the restrictions contained herein, Grantee's rights in said restrictions, or the enforceability of said restrictions in favor of Grantee, then this grant of conservation easement shall be rendered voidable at Grantee's election, without liability to Grantee, including, but not limited to, on the basis of for lack of consideration. For the purpose of interpretation and construction of the term "consideration" as used herein, the term "consideration" as it relates to what Grantee has conferred to Grantor(s) shall be limited to what has been exhaustively identified within aforesaid Sections 14., 18., and 6. above, and the term "consideration" as it relates to what Grantor(s) has conferred to Grantee shall be limited to, unless otherwise provided, the restrictions contained herein, Grantee's rights in said restrictions, and the enforceability of said restrictions in favor of Grantee. In the event this grant of conservation easement is so rendered void pursuant to Grantee's election, Grantee shall be immediately entitled to rescind this agreement, to revoke any or all development approval(s) issued or made in reliance of this grant of conservation easement and its corresponding Attorney Title Opinion, all without liability to Grantee, to pursue all remedies at law and in equity for injuries to the County caused by the submission of such false, misleading, or materially omissive, or otherwise legally erroneous information, representations, documents, Attorney Title Opinion, and/or Trust Affidavit, and shall immediately require the Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and/or tenant(s) thereto, to, at Grantee's election, restore the servient estate property and/or conservation easement area therein to the natural vegetative and hydrologic condition(s) existing at the time of recordation of this grant of conservation easement or, if this grant of conservation easement has not been recorded, at Grantee's election, to restore the servient estate property and/or conservation easement area therein to the natural vegetative and hydrologic condition(s) existing at the time of Grantee's execution of this grant of conservation easement, all without liability to Grantee. The undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, further waive all rights they may have to bring a claim against Grantee for injury and/or damage allegedly arising from, relating to, or in connection with Grantee's enforcement of this Section, hold(s) Grantee harmless from the injury or damage claims of all persons allegedly arising from, related to, or in connection with Grantee's enforcement of this Section, and further indemnify(ies) Grantee for all liability resulting from the injury or damage claims of all persons allegedly arising from, relating to, or in connection with Grantee's enforcement of this Section; and

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18. **Miscellaneous**.

A. **Financial Responsibility and No Pledge of Credit**. Grantor(s), tenant(s) thereto, Grantor(s') personal representative(s), heir(s), assign(s), and successor(s) in title, and tenant(s) thereto, shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Grantor(s), tenant(s) thereto, Grantor(s') personal representative(s), heir(s), assign(s), and successor(s) in title, and tenant(s) thereto, further warrant(s) and represent(s) that he/she/it/they has/have no obligation(s) or indebtedness that would impair his/her/its/their ability to fulfill the terms of this grant of conservation easement; and

B. **Duty to Cooperate**. Where required under this grant of conservation easement or related agreement(s), the undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, shall, to ensure the implementation of the government purpose furthered by this grant of conservation easement, cooperate with Grantee's reasonable requests submitted to Grantor(s), tenant(s) thereto, Grantor(s') personal representative(s), heir(s), assign(s), and successor(s) in title, and tenant(s) thereto, regarding the terms and conditions contained herein; and

19. **Inconsistency, Partial Invalidity, Severability, and Survival of Provisions**. If any condition, provision, reservation, restriction, right, or term of this grant of conservation easement, or any portion(s) thereof, is/are held to be invalid or unenforceable in or by any administrative hearing officer or court of competent jurisdiction, the invalidity or unenforceability of such condition, provision, reservation, restriction, right, term, or any portion(s) thereof, shall neither limit nor impair the operation, enforceability, or validity of any other condition, provision, reservation, restriction, right, term, or any remaining portion(s) thereof. All such other conditions, provisions, reservations, restrictions, rights, terms, and remaining portion(s) thereof shall continue unimpaired in full force and effect; and

20. **Captions and Paragraph Headings**. Captions and paragraph headings, where used herein, are inserted for convenience only and are not intended to descriptively limit the scope and intent of the particular paragraph or text to which they refer; and

21. **No Encumbrances**. The undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, represent(s) and warrant(s) that, to his/her/its/their knowledge, there are no superior encumbrances or material claims, causes-of-action, or other proceedings pending or threatened in respect to the ownership, operation, or environmental condition(s) of the above legally described property that may, shall, or will diminish, extinguish, interrupt, or subordinate the effectiveness or operation of this grant of conservation easement's provision(s), restriction(s), right(s), and term(s) running in favor of Grantee Monroe County, Florida; and

22. **Governing Laws/Venue**. This grant of conservation easement is and the construction and enforcement of the restrictions, terms, and obligations established therefrom are governed by the Monroe County Comprehensive Plan, the Monroe County Code(s), and Florida Statute § 704.06 (2015), or the equivalent statutory provision governing "conservation easements" as used in the Florida Statutes, and shall be liberally construed and enforced in favor of the grant to effectuate the public purpose of this grant of conservation easement and the policy(ies) and purpose(s) of the Monroe County Comprehensive Plan, the Monroe County Code(s), and Florida Statute § 704.06 (2015), or the equivalent statutory provision governing "conservation easements" as used in the Florida Statutes. Exclusive venue for any dispute arising from or under, relating to, or in connection with this grant of conservation easement shall be in the Sixteenth Judicial Circuit in and for Monroe County, Florida; and

23. **Authority to Attest**. Each party to this grant of conservation easement represents and warrants to the other that the execution, delivery, and performance of this grant of conservation easement has been duly authorized by all necessary corporate and other organizational action, as required; and

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24. **Effective Date**.

A. This grant of conservation easement constitutes the entire grant of conservation easement agreement and any representation or understanding of any kind preceding the date of this grant of conservation easement's execution or recordation is not binding on the Grantee or the undersigned Grantor(s) except to the extent it has been incorporated into this grant of conservation easement; and

B. This grant of conservation easement will become effective upon recordation in the Official Records of Monroe County, Florida; and

19. **TO HAVE AND HOLD UNTO GRANTEE FOREVER.**

This Grant of Conservation Easement is made in reliance upon information, representations, documents, an Affidavit of No Encumbrances, and an Attorney Title Opinion, and (if applicable) Trust Affidavit, provided by or through the owner(s) of the Servient Estate Property. If, at some later date, Grantee Monroe County determines that such information, representations, Affidavit of No Encumbrances, Attorney Title Opinion, (if applicable) Trust Affidavit, and/or documents contained false or misleading information or omitted information material to the County's consideration and assent to this agreement, the County reserves the right, in its discretion, to elect to revoke such consideration and assent and to rescind this agreement and to pursue all remedies at law and equity, without liability to the County, for injuries to the County caused by the submission of such false or misleading material information or omission of information material to the County's consideration and assent to this agreement.

EXECUTED ON THIS _____ day of _____, 20____.

WITNESSES	**GRANTOR(S)**
_____	_____
Witness No. 1 (Print Name)	Grantor No. 1 (Print Name)
_____	_____
Witness No. 1 (Signature)	Grantor No. 1 (Signature)
_____	_____
Witness No. 2 (Print Name)	Date (Print)
_____	_____
Witness No. 2 (Signature)	Authorized Official Capacity (Applicable if Entity Owner Executing Through Entity Owner's Director, Officer, Trustee, or other Authorized Official (Print Title of Authorized Capacity/Position))
	_____
	Non-Entity Owner's/Non-Entity Owners' Principal Mailing Address (Print)
	_____
	Entity Owner - Mailing Address (Print)
	_____
	Entity Owner - Registered Agent Name (Print)

Sample

_____
Entity Owner - Registered Agent Mailing Address (Print)

_____
Witness No. 1 (Print Name)

_____
Grantor No. 2 (Print Name)

_____
Witness No. 1 (Signature)

_____
Grantor No. 2 (Signature)

_____
Witness No. 2 (Print Name)

_____
Date (Print)

_____
Witness No. 2 (Signature)

STATE OF _____

COUNTY OF _____

The foregoing instrument, Monroe County Grant of Conservation Easement, was acknowledged before me this _____ day of _____, 20____, by_____, who is personally known to me or produced _____ as proof of identification and did take an oath, and by _____, who is personally known to me or produced _____ as proof of identification and did take an oath.

_____
Notary Public (Print Name and Notary No.)

_____
Notary Public Seal

_____
Notary Public (Signature)

[The remainder of this page has been intentionally left blank.]

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MONROE COUNTY, FLORIDA
ACCEPTANCE OF CONSERVATION EASEMENT

In Witness Whereof, Grantee accepts the Conservation Easement granted above and executes this instrument the date set forth below.

Grantee Monroe County, Florida:

_____	_____
First Witness (Print Name)	Assistant County Administrator (Print Name)
_____	_____
First Witness (Signature)	Assistant County Administrator (Signature)
_____	_____
Second Witness (Print Name)	Date (Print)
_____	
Second Witness (Signature)	

Approved as to Form and Legal Sufficiency by: _____
Monroe County Attorney's Office

State of Florida
County of Monroe

Before me, the undersigned authority, personally appeared _____, who is personally known to me, or has produced _____ as identification.

Sworn and subscribed to me this _____ day of _____, 20____.

_____	_____
Notary Name and Number (Print)	**Notary Signature and Seal**

Sample

JOINDER OF MORTGAGEE

(If Applicable)

_____, whose address is _____,
(Name of Mortgagee)

City of _____, State of _____, having a record interest, more particularly described as being the owner and holder of a mortgage dated _____, in the original principal amount of $_____, given by _____ _____ ("Mortgagor(s)"), to _____ _____ ("Mortgagee(s)"), encumbering the real property described in that mortgage, which is recorded in Official Records Book _____, at Page _____, and having Document Number _____, together with that certain Assignment recorded in Official Records Book _____, at Page _____, and having Document Number _____, and together with that certain Modification recorded in Official Records Book _____, at Page _____, and having Document Number _____, all in the Official Records of _____ County, Florida (said mortgage, assignment, and modification are hereinafter referred to as the "Mortgage"), in the lands described in the Conservation Easement Agreement between _____, Grantor(s)/Mortgagee(s), and Grantee Monroe County, Florida, hereby joins in, consents, ratifies, and subordinates the lien of its Mortgage, to the foregoing Conservation Easement interest, executed or to be executed in favor of Monroe County, Florida, with the intent that the Mortgage shall be subject and subordinate to the easement, executed at _____
(Place of Execution)

_____, _____, on the date indicated below.
(Place of Execution (cont'd))

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Sample

IN WITNESS WHEREOF, Mortgagee grants this Joinder and executed this instrument on the date set forth below.

_____ Witness No. 1 (Print Name)	_____ Mortgagee (Print Name)
_____ Witness No. 1 (Signature)	_____ Mortgagee (Signature)
_____ Witness No. 2 (Print Name)	_____ Authorized Official Capacity (Director, Officer, Trustee, or other Authorized Official (Print Title of Authorized Capacity/Position))
_____ Witness No. 2 (Signature)	
	_____ Date (Print)

STATE OF _____

COUNTY OF _____

The foregoing instrument, Joinder, was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or produced _____ as proof of identification and did take an oath.

_____
Notary Public (Print Name and Notary No.)

_____ **Notary Public Seal**	_____ **Notary Public (Signature)**

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JOINDER OF NON-MORTGAGEE ENCUMBRANCE-HOLDER

(If Applicable)

_____, whose address is _____,
(Name of Non-Mortgagee Encumbrance-Holder)

City of _____, State of _____, having a record interest, more particularly described as being the owner and holder of an encumbrance dated _____, _____, and entitled _____, and given by _____ _____ ("Encumbranced Owner(s)"), to_____ _____ ("Encumbrance Holder(s)"), encumbering the real property described in that instrument, which is recorded in Official Records Book _____, at Page _____, and having Document Number _____ together with that certain Assignment recorded in Official Records Book _____, at Page _____, and having Document Number _____, all in the Official Records of _____ County, Florida (said instrument(s) are hereinafter referred to as the "Encumbrance"), in the lands described in the Conservation Easement Agreement between _____ _____, Grantor(s) of this easement/Encumbranced Grantor(s), and Grantee Monroe County, Florida, hereby joins in, consents, ratifies, and subordinates the lien of its Encumbrance, to the foregoing Conservation Easement interest, executed or to be executed in favor of Monroe County, Florida, with the intent that the Encumbrance shall be subject and subordinate to the easement, executed at _____, _____, on the date indicated below.
(Place of Execution)

IN WITNESS WHEREOF, Non-Mortgagee Encumbrance-Holder grants this Joinder and executed this instrument on the date set forth below.

_____	_____
Witness No. 1 (Print Name)	Non-Mortgagee Encumbrance-Holder (Print Name)
_____	_____
Witness No. 1 (Signature)	Non-Mortgagee Encumbrance-Holder (Signature)

Sample

_____
Witness No. 2 (Print Name)

_____
Witness No. 2 (Signature)

_____
Authorized Official Capacity (If Director, Officer, Trustee, or other Authorized Official (Print Title of Authorized Capacity/Position))

_____
Date (Print)

STATE OF _____

COUNTY OF _____

The foregoing instrument, Joinder, was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or produced _____ as proof of identification and did take an oath.

_____
Notary Public (Print Name and Notary No.)

_____
Notary Public Seal

_____
Notary Public (Signature)

Sample

[The remainder of this page has been intentionally left blank.]

Grantor(s') Affidavit of No Encumbrances

1. **WHEREAS**, _____, the undersigned, is/are the sole fee simple title owner(s) of the certain below-described real property located in Monroe County, Florida, having a legal description as follows and which is shown on attached Exhibit "____," which is hereby incorporated as if fully stated herein:

   Parcel(s)/Lot(s): _____ **Block:** _____

   Subdivision: _____

   Key: _____ **Plat Book:** ____ **Page:** ____

   Approximate Mile Marker: _____

   Real Estate Number(s): _____; and

2. **WHEREAS**, it is true and correct that as of this date no liens, loans, mortgage encumbrances, or non-mortgage encumbrances, other than those in which Joinder(s) have been executed and submitted for this Grant of Conservation Easement corresponding to this Affidavit of No Encumbrances, currently encumber the above legally described real property; and

3. **NOW, THEREFORE**, the undersigned hereby states that the above legally described property is free of all liens, loans, mortgage encumbrances, and non-mortgage encumbrances at this time, other than those in which Joinder(s) have been executed and submitted as part of the Grant of Conservation Easement application corresponding to this Affidavit of No Encumbrances.

EXECUTED ON THIS _____ day of _____, 20____.

WITNESSES	**OWNER(S)-GRANTOR(S)**
_____	_____
Witness No. 1 (Print Name)	Owner-Grantor No. 1 (Print Name)
_____	_____
Witness No. 1 (Signature)	Owner-Grantor No. 1 (Signature)
_____	_____
Witness No. 2 (Print Name)	Date (Print)
_____	_____
Witness No. 2 (Signature)	Authorized Official Capacity (Applicable if Entity Owner Executing Through Entity Owner's Director, Officer, Trustee, or other Authorized Official (Print Title of Authorized Capacity/Position))
	_____
	Non-Entity Owner's/Non-Entity Owners' Principal Mailing Address (Print)

Sample

_____
Entity Owner - Mailing Address (Print)

_____
Entity Owner - Registered Agent Name (Print)

_____
Entity Owner - Registered Agent Mailing Address (Print)

_____
Witness No. 1 (Print Name)

_____
Owner-Grantor No. 2 (Print Name)

_____
Witness No. 1 (Signature)

_____
Owner-Grantor No. 2 (Signature)

_____
Witness No. 2 (Print Name)

_____
Date (Print)

_____
Witness No. 2 (Signature)

STATE OF _____

COUNTY OF _____

The foregoing instrument, Grantor(s') Affidavit of No Encumbrances, was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or produced _____ as proof of identification and did take an oath, and by _____, who is personally known to me or produced _____ as proof of identification and did take an oath.

_____
Notary Public (Print Name and Notary No.)

_____
Notary Public Seal

_____
Notary Public (Signature)

Sample

Return to:
Monroe County
Planning & Environmental Resources Department
2798 Overseas Highway
Marathon, Florida 33050

Prepared by:

---------- Space Above This Line For Recording ----------

TITLE OPINION FOR MONROE COUNTY, FLORIDA GRANT OF CONSERVATION EASEMENT

1. This Opinion of Title is provided to:

   Monroe County Board of County Commissioners
   1100 Simonton Street
   Key West, Florida 33040

2. **COMES NOW, AFFIANT** ___[NAME]_____, am an attorney-at-law duly licensed to practice law in the State of Florida and am a member in good standing of the Florida Bar, having Florida Bar No. _____ _____, with the understanding that this Opinion of Title is furnished to Monroe County as inducement for acceptance of the attached proposed Grant of Conservation Easement, which is attached hereto and incorporated herein, and is proposed to Grantee Monroe County by Grantor(s):
   _____
   _____
   _____
   (hereinafter the **"record title-holder(s)"**) (**NOTE: For trust owner, or for corporate entity owner such as Partnership, Limited Partnership, Limited Liability Partnership, Limited Liability Company, or similar entities/business organizations, (1) Identify entity/business organization by name, (2) Indicate parties comprising such entity/business organization, and (3) Identify who is authorized to execute)**, it is hereby certified that I have examined a complete Abstract of Title and Title Search pertaining to the above-referenced proposed Grant of Conservation Easement. The abstract and search of which cover all official records and court records on file in Monroe County covering the period one-hundred years from and to and including this date _____, _____, relating to the following described property more particularly described in attached Exhibit "_____ (Legal Description)" a copy of which is attached hereto and incorporated herein:

   Lot(s): _____ **Block:** _____

   Subdivision: _____

   Key: _____ **Plat Book:** ____ **Page:** ___

   Approximate Mile Marker: _____

Sample

Real Estate Number(s): _____; and

3. Based solely upon my examination of the foregoing, and assuming the accuracy of the information contained therein, it is my opinion that:

4. The record title to the above legally described property is vested in _____ _____ (the **"record title-holder(s)"**), by instrument recorded at Official Records Book _____, Page _____; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit "_____" and incorporated herein.

5. Said record titleholder(s) has/have fee simple title thereto, however, subject to the following liens, encumbrances, qualifications, and other exceptions **[LIST ONLY THOSE ENCUMBRANCES AFFECTING THE PROPOSED CONSERVATION EASEMENT AREA]**:

6. **GENERAL EXCEPTIONS**:

   A. Rights of persons other than the above owners (**"record title holder(s)"**) who are in possession.

   B. Facts that would be disclosed upon accurate survey.

   C. Any unrecorded labor, mechanics', or materialmens' liens.

   D. Zoning restrictions imposed by governmental authority.

7. **SPECIAL EXCEPTIONS**:

   A. **Taxes and Assessments**: For the year 20____ and subsequent years although not yet due and payable until on or after _____, ____, 20____. The 20____ taxes and assessments have been paid as of this date (same date as after "to and including this date" at Paragraph 2 above have been paid).

   B. **Promissory Note(s)**, **Mortgage(s)**, **Security Agreement(s)**, or **Assignment(s) of Rent(s)** **[CIRCLE WHICH APPLICABLE]**, entitled _____ executed by and between _____ and _____ _____, recorded in Official Records Book _____, Page _____; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit "_____" and incorporated herein.

   C. **Promissory Note(s)**, **Mortgage(s)**, **Security Agreement(s)**, or **Assignment(s) of Rent(s)** **[CIRCLE WHICH APPLICABLE]**, entitled _____ executed by and between _____ and _____ _____, recorded in Official Records Book _____, Page _____; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit "_____" and incorporated herein.

Sample

D. **Warranty Deed**, **Special Warranty Deed**, **Mortgage Deed**, **Tax Deed**, **Quitclaim Deed** **[CIRCLE WHICH APPLICABLE]**, entitled _____, executed by and between _____ and _____ _____, recorded in Official Records Book _____, Page _____; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit "_____" and incorporated herein.

E. **Trust Instrument**, entitled _____ executed by and between _____ and _____ _____, and recorded in Official Records Book _____, Page _____; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit "_____" and incorporated herein. The provisions, restrictions, and terms of said **Trust Instrument** are consistent with that information set forth in the attached **Trust Affidavit**, a copy of which is attached hereto as Exhibit "_____" and incorporated herein.

F. **Certificate(s) of Sale**, entitled _____, in favor of _____, recorded in Official Records Book _____, Page _____; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit "_____" and incorporated herein.

G. **Certificate(s) of Title**, entitled _____, in favor of _____, recorded in Official Records Book _____, Page _____; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit "_____" and incorporated herein.

H. **Previous Grant of Conservation Easement**: The following prior Grant of Conservation Easement, executed by and between _____ and _____ _____, recorded in Official Records Book _____, Page _____; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit "_____" and incorporated herein, and of which is intended to be superseded by this (attached) proposed Grant of Conservation Easement.

I. **Previous Grant of Conservation Easement**: The following prior Grant of Conservation Easement, executed by and between _____ and _____ _____, recorded in Official Records Book _____, Page _____; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit "_____" and incorporated herein, and of which is intended to be superseded by this (attached) proposed Grant of Conservation Easement.

J. **Lot Aggregation Restrictive Covenant**: The following Lot Aggregation Restrictive Covenant, executed by and between _____ and _____ _____, recorded in Official Records Book _____, Page _____; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit "_____," and incorporated herein.

K. **(Non-Conservation) Easement(s)**, entitled _____, in favor of _____, recorded in Official Records Book

Sample

_____, Page _____; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit "_____" and incorporated herein.

L. **(Non-Lot Aggregation) Restrictive Covenant(s)** or **Deed Restriction(s)** **[CIRCLE WHICH APPLICABLE]**, entitled _____, in favor of _____, recorded in Official Records Book _____, Page _____; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit "_____" and incorporated herein.

M. **(Non-Lot Aggregation) Restrictive Covenant(s)** or **Deed Restriction(s)** **[CIRCLE WHICH APPLICABLE]**, entitled _____, in favor of _____, recorded in Official Records Book _____, Page _____; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit "_____" and incorporated herein.

N. **Plat or Re-Plat Restriction(s)** **[CIRCLE WHICH APPLICABLE]**, entitled _____ _____, in favor of _____ _____, recorded in Official Records Book _____, Page _____; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit "_____" and incorporated herein.

O. **Declaration of** _____, entitled _____, by and between or, as applicable, in favor of, _____, recorded in Official Records Book _____, Page _____; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit "_____" and incorporated herein.

P. **Notice of Commencement**, entitled _____, by and between or, as applicable, executed/recorded by _____, recorded in Official Records Book _____, Page _____; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit "_____" and incorporated herein.

Q. **Notice of Lis Pendens**, entitled _____, executed/recorded by _____, recorded in Official Records Book _____, Page _____; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit "_____" and incorporated herein.

R. **Notice of Lis Pendens**, entitled _____, executed/recorded by _____, recorded in Official Records Book _____, Page _____; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit "_____" and incorporated herein.

S. **Court/Judicial Order**, **Final Judgment**, or **Judgment Lien** **[CIRCLE WHICH APPLICABLE]**: The following order and/or lien, relating to the matter of **[INSERT COURT CASE CAPTION/TITLE]** _ _____, Case Number **[INSERT COURT CASE NUMBER]** _____, in the amount of _____ _____, currently in favor of _____ _____, recorded in Official Records Book

Sample

_____, Page _____; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit "_____" and incorporated herein.

T. **Court/Judicial Order**, **Final Judgment**, or **Judgment Lien** **[CIRCLE WHICH APPLICABLE]**: The following order and/or lien, relating to the matter of **[INSERT COURT CASE CAPTION/TITLE]** _____, Case Number **[INSERT COURT CASE NUMBER]** _____, in the amount of _____ _____, currently in favor of _____ _____, recorded in Official Records Book _____, Page _____; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit "_____" and incorporated herein.

U. **Suggestion of Bankruptcy**, recorded in Official Records Book _____, Page _____; all of, as applicable, the Official Records of Monroe County, Florida, and/or of the Court Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit "_____" and incorporated herein.

V. **Further Encumbrance(s)**: The following encumbrance, entitled _____, by and between or, as applicable, in favor of, _____, recorded in Official Records Book _____, Page _____; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit "_____" and incorporated herein.

W. **Further Encumbrance(s)**: The following encumbrance, entitled _____, by and between or, as applicable, in favor of, _____, recorded in Official Records Book _____, Page _____; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit "_____" and incorporated herein.

8. In the event that the aforesaid Abstract of Title and Title Search have revealed no liens, encumbrances, or qualifications that would otherwise be identified in above **Paragraph 7. above**, **I hereby affirm, by writing in (printing) the word "AFFIRMED," checking the box thereafter, and providing my own signature immediately thereafter**, that said abstract and search have revealed no liens, encumbrances, or qualifications that would otherwise be identified in above **Paragraph 7.**:

AFFIRMED: _____ ☐

SIGNATURE: _____

9. Please be advised that based upon the aforesaid (Paragraphs 1 through 8 above, inclusive), that I am of the opinion that as of this date (same date as after "to and including this date" at Paragraph 2 above), that ownership of the above-referenced real property is vested in _____ _____ (the **"record title-holder(s)"**), that all property taxes and assessments have been paid as stated in above **Paragraph 7 A.**, and that none of the exceptions listed above will restrict the use of the subject real property for the purposes set forth in the above-referenced attached proposed Grant of Conservation Easement.

Sample

Respectfully submitted this _____,
day of _____, 20____.

_____
Signature

_____
Firm Name

_____
Printed Name

_____
Professional Address

_____
Firm Phone Number

_____
Firm E-Mail

STATE OF _____

COUNTY OF _____

The foregoing instrument, Title Opinion for Monroe County Grant of Conservation Easement, was sworn and subscribed before me, the undersigned authority, this _____ day of _____, 20____, by _____, who is personally known to me, or has produced _____ as identification.

_____
Notary Public (Print Name and Notary No.)

_____
Notary Public Seal

_____
Notary Public (Signature)

Sample

Return to:
Monroe County
Planning & Environmental Resources Department
2798 Overseas Highway
Marathon, Florida 33050

Prepared by:

---------- Space Above This Line For Recording ----------

TRUST AFFIDAVIT

I, _____, **THE UNDERSIGNED**, first being duly sworn, deposes and states:
(Print Name)

1. **THAT** I am the designated (*write-in or check*): _____
Authorized Official Capacity Under Trust

   ☐ Beneficiary; ☐ Grantor; ☐ Executor; ☐ Co-Executor

   ☐ Sole Trustee; ☐ Co-Trustee; ☐ Settlor; ☐ Co-Settlor of the_____
(Full Legal Name of Trust)

   _____ (hereinafter the "Trust") and have personal knowledge of the facts set
(Full Legal Name of Trust (cont'd))

   forth in this Affidavit.

2. **THAT** on the _____ day of _____, _____,_____
(Month) (Year) (Name of Grantor(s) or Settlor(s))

   _____, created the Trust.
(Name of Grantor(s) or Settlor(s) (cont'd))

3. **THAT** part of the Trust corpus includes real property located in Monroe County, Florida (hereinafter the "Servient Estate Property"), more particularly described as:

   Lot(s): _____ Block: _____

   Subdivision: _____

   Key: _____ Plat Book: ____ Page: ____

   Approximate Mile Marker: _____

   Real Estate Number(s): _____

Sample

4. **THAT** the servient estate property was transferred to the Trust by means of the: ☐ Quitclaim Deed;

   ☐ Special Warranty Deed; ☐ Statutory Warranty Deed; ☐ Warranty Deed;

   ☐ _____; ☐ _____; which was recorded on the
   (Other Instrument) Judgment

   _____ day of _____, _____, at Official Records Book _____,
   (Month) (Year)

   Page _____, of the Official Records of Monroe County, Florida.

5. **THAT**, as an authorized official of the above-named and described Trust, no provision(s), term(s), or restriction(s) under or of this Trust constitute(s) an encumbrance diminishing, extinguishing, interrupting, superior to, or subordinating the Monroe County Grant of Conservation Easement corresponding to and attached to this Trust Affidavit, or any portion of said Grant of Conservation Easement's provision(s), restriction(s), right(s), and term(s).

6. **IN WITNESS WHEREOF**, I have executed this Trust Affidavit under penalty of perjury on this _____ day of _____, _____.
   (Month) (Year)

WITNESSESS TO ALL:

_____
Witness No. 1 (Print Name)

_____
Witness No. 1 (Signature)

_____
Witness No. 2 (Print Name)

_____
Witness No. 2 (Signature)

AUTHORIZED TRUST OFFICIAL:

_____
Authorized Official (Print Name)

_____
Authorized Official (Signature)

_____
Authorized Official - Mailing Address (Print)

_____
Official Trust Mailing Address (If Different from Authorized Official's Mailing Address (Print))

STATE OF _____

COUNTY OF _____

The foregoing Trust Affidavit, was acknowledged before me this _____ day of _____, 2_____, by _____, who is/are personally known to me or produced _____ as proof of identification and did take an oath.

_____
Notary Public (Print Name)

_____
Notary Public Seal

_____
Notary Public (Signature)

Sample

Return to:
Monroe County
Planning & Environmental Resources Department
2798 Overseas Highway
Marathon, Florida 33050

Prepared by:

---------- Space Above This Line For Recording ----------

MONROE COUNTY, FLORIDA
GRANT OF CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT SHALL BE INCORPORATED IN WHOLE AND REFERENCED BY BOOK AND PAGE NUMBER AND DOCUMENT NUMBER ON ALL TRANSFERS OF THE BELOW DESCRIBED REAL PROPERTY.

1. **WHEREAS**, this Conservation Easement is granted this ____ day of _____ , 20_____ by _____ (hereinafter "Grantor(s)"), to Monroe County, a political subdivision of the State of Florida (hereinafter "Grantee"), whose address is 1100 Simonton Street, Key West, Florida 33040; and

2. **WHEREAS**, _____, the undersigned Grantor(s), is/are the sole fee simple title owner(s) of the certain below-described real property (hereinafter "Servient Estate Property") located in Monroe County, Florida, having a legal description as follows and which is shown on attached Exhibit "____," which is hereby incorporated as if fully stated herein:

   Parcel(s)/Lot(s): _____ Block: _____

   Subdivision: _____

   Key: _____ Plat Book: ____ Page: ___

   Approximate Mile Marker: _____

   Real Estate Number(s): _____; and

3. **WHEREAS**, Grantee is a general purpose political subdivision of the State of Florida and is authorized to regulate and control the use of real property through the Monroe County Comprehensive Plan and the Monroe County Code(s) in order to protect the public health, safety, and welfare; and

4. **WHEREAS**, the servient estate property is subject to the jurisdiction and requirements of the Monroe County Code(s) and contains:

   _____; and

5. **WHEREAS**, the undersigned Grantor(s) desire(s) to develop the servient estate property as: _____ (hereinafter "Development" or "Project"); and

6. **WHEREAS**, Monroe County Code § 110-97(g.), Monroe County Code § 118-3, Monroe County Code § 118-10(4.)(g.)(2.)(iii.), Monroe County Code § 118-12(b.)(3.)(b.), Monroe County Code § 130-131(c.), Monroe County Code § 130-160(a.)(8.), and Monroe County Code § _____, or its/their equivalent Monroe County Code(s) provision(s), require(s) that certain areas of the servient estate property be retained as open space and be preserved in their natural condition; and

7. **WHEREAS**, this easement is a conservation easement, which, as defined by Florida Statute § 704.06 (2015), is a right or interest in real property which right or interest is appropriate to retaining land or water areas predominantly in their natural, scenic, open, agricultural, or wooded condition; retaining such areas as suitable habitat for fish, plants, or wildlife; retaining the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance; or maintaining existing land uses and which prohibits or limits any or all of: Construction or placing of buildings, roads, signs, billboards, or other advertising, utilities, or other structures on or above the ground; Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials; Removal or destruction of trees, shrubs, or other vegetation; Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface; Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition; Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation; Acts or uses detrimental to such retention of land or water areas; Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance; and

8. **WHEREAS**, this conservation easement is located on the above legally described servient estate property; and

9. **WHEREAS**, this conservation easement is shown in the diagram attached to this instrument as Exhibit "____," which is hereby incorporated as if fully stated herein; and

10. **WHEREAS**, this conservation easement restricts the structures that may be placed upon and uses of the above legally described servient estate property; and

11. **WHEREAS**, the consent of all mortgagee(s) and holder(s) of any and all other encumbrance(s) of or otherwise upon the servient estate property is attached as Exhibit(s) "____" and "____." If no such consent is attached hereto, the undersigned Grantor(s) and the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), hereby certify(ies) and warrant(s) to Grantee that no such mortgage(s) and that no such other encumbrance(s) exist(s); and

12. **WHEREAS**, the fact that any prospective structure or use of the servient estate property that is prohibited by this grant of conservation easement may become more economically valuable than the structures and uses allowed by or under this grant of conservation easement, and that such prohibited structures may, presently and/or in the future, be placed upon neighboring property(ies), and that neighboring property(ies) may, presently and/or in the future, have use(s) established upon it/them that are not allowed under this grant of conservation easement, has been considered by the undersigned Grantor(s), in granting this

conservation easement, and by Grantee, in accepting it. By this express and specific acknowledgment, the undersigned Grantor(s), tenant(s) thereto, personal representative(s), heir(s), assign(s), or successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, hereby release(s), waive(s), and discharge(s) Grantee from any and all damage(s), claim(s), or liability(ies) for any alleged diminution to the value of the above legally described servient estate property and conservation easement area therein allegedly arising out of, related to, or in connection with this grant of conservation easement; and

13. **WHEREAS**, this conservation easement is granted in consideration of Building permit application number _____, for which the undersigned Grantor(s) is/are the applicant(s); and

14. **WHEREAS**, this conservation easement is granted in consideration of (check where appropriate) Monroe County Building Department ___ Monroe County Planning & Environmental Resources Department ___ approval(s) to issue for, as applicable (check where appropriate):

I. Preliminary or Final Plat Approval pursuant to Monroe County Code § 110-97(g.): ___;

II. Final Inspection Approval pursuant to Monroe County Code § 118-3: ___;

III. Issuance of a Certificate of Occupancy pursuant to Monroe County Code § 118-3: ___;

IV. Approval of the design, location, and construction of structure(s) developed, used, or occupied on land classified as mangroves, wetlands, or submerged lands (all types and all levels of quality) pursuant to Monroe County Code § 118-10(4.)(g.)(2.)(iii.): ___;

V. Approval of the shoreline set-back(s) of principal structure(s) along open water shorelines not adjacent to man-made canals, channels, or basins, and which have been altered by the legal placement of fill pursuant to Monroe County Code § 118-12(b.)(3.)(b.): ___;

VI. Approval of construction of commercial retail development within the Rockland Key Commercial Retail Center Overlay District pursuant to Monroe County Code § 130-131(c.): ___;

VII. Approval to apply for a Building permit authorizing development of a residential dwelling unit on a receiver site requiring a transferable development right pursuant to Monroe County Code § 130-160(a.)(8.): ___;

VIII. Approval of/to _____ pursuant to Monroe County Code §: _____; and

15. **WHEREAS**, the undersigned Grantor(s) and Grantee hereby warrant that such approval(s) were issued and/or such aforesaid Building Department and Planning & Environmental Resources Department approval(s) issued pursuant to this grant of conservation easement, and that this grant of conservation easement is supported by good and valuable consideration; and

16. **WHEREAS**, this grant of conservation easement does not discharge, exempt, waive, or otherwise release the undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), or tenant(s) thereto, from their duty to obtain required

federal, state, County, and local approval(s) for any future construction of structures or establishment of uses upon the servient estate property or conservation easement area therein; and

17. **WHEREAS**, this grant of conservation easement does not discharge, exempt, waive, or otherwise release the undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), or tenant(s) thereto, from their duty to comply with any additional requirements based upon the Florida Building Code and/or floodplain design requirements; and

18. **NOW, THEREFORE**, in consideration of Grantee's issuance of the aforesaid approval(s), and as an inducement to Grantee for the aforesaid approval(s), together with other good and valuable consideration, the adequacy, sufficiency, and receipt of which are hereby expressly acknowledged and attested to, the undersigned Grantor(s) hereby grants, creates, and establishes a perpetual conservation easement for and in favor of Grantee upon the above legally described servient estate property which shall run with the land and be binding upon the undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, and shall remain in full force and effect forever, and Grantor(s) declare(s) and grant(s) as follows:

1. The foregoing recitals are true and correct and are hereby incorporated as if fully stated herein; and

2. The undersigned Grantor(s) hereby covenant(s) with Grantee that Grantor(s) is/are lawfully seized of said property in fee simple free and clear of all encumbrances that are inconsistent with the terms of and exhibits attached to this grant of conservation easement, and fully warrant(s) and defend(s) the title to and interest in the conservation easement hereby conveyed against the lawful claims of all persons whomsoever; and

3. The undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, shall bear all costs related to the maintenance, operation, and upkeep of the servient estate property and conservation easement area therein. Grantee shall have no responsibility for any costs related to the maintenance, operation, or upkeep of the servient estate property and conservation easement area therein; and

4. The undersigned Grantor(s), and the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), shall pay all taxes, assessments, fees, and charges of whatever description levied upon or assessed by competent authority on the servient estate property and conservation easement therein before delinquency, shall keep such levies and assessments current, and shall not allow any lien(s) on the servient estate property or conservation easement area superior to this easement interest. In the event of failure to so disallow such lien(s), to extinguish such lien(s), and/or to obtain subordination of such lien(s) to this easement interest, in addition to any other remedy, the damage(s) and/or debt(s) owed to Grantee shall constitute a lien against the servient estate property and conservation easement area therein which shall automatically relate back to the recording date of this grant of conservation easement; and

5. **<u>Depiction of Conservation Easement Area</u>**.

   A. This conservation easement is shown in the diagram attached to this instrument as Exhibit "____," which is hereby incorporated as if fully stated herein; and

B. Said Exhibit depicting this conservation easement shall meet the minimum technical location and description standards for conservation easements required under the Monroe County Comprehensive Plan, Monroe County Code(s), and Florida Statute § 704.06 (2015), or the equivalent provision(s) governing "conservation easements" as used in the Florida Statutes, or as otherwise required by Grantee; and

C. **Construction and Interpretation**. The construction and interpretation of such, and all other, Monroe County Comprehensive Plan provision(s) and Monroe County Code(s) provision(s) shall be deferred in favor of Grantee and such construction and interpretation shall be entitled to great weight on trial and on appeal; and

6. **Terms of and Restrictions Imposed by this Grant of Conservation Easement**.

A. This grant of conservation easement is intended to benefit, run with the land in favor of, and shall inure to Grantee Monroe County, Florida; and

B. This grant of conservation easement constitutes a real property interest immediately vested in Grantee; and

C. By these presents the undersigned Grantor(s) impose and shall impose in perpetuity the following restrictions (though not an exhaustive recital of all inconsistent practices, structures, and uses) on the structures that may be placed upon and uses of the servient estate property within the conservation easement area:

1. No placing of buildings, roads, signs (other than those expressly and specifically marking the conservation easement area), billboards or other advertising, utilities, or other structures in, on, or above, the conservation easement area.

2. No construction or placing of permanent buildings, mobile homes, temporary structures, or other structures in, on, or above, the conservation easement area.

3. No dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials, in, on, or above, the conservation easement area.

4. No removal or destruction of trees, shrubs, or other vegetation in, on, or above, the conservation easement area.

5. No dredging, excavation, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface, in, on, or above, the conservation easement area.

6. No exploration or extraction of clay, coal, coral, fill, gravel, limerock, limestone, marl, minerals, muck, natural gas, peat, petroleum, rock, sand, shale, shell, and other similar substances, in, on, or above, the conservation easement area.

7. No surface use except for purposes that permit the land or water area to remain predominantly in its natural condition.

8. No activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

9. No acts or uses detrimental to such retention of land or water areas.

10. No animal husbandry or commercial, personal, or recreational bovine, equine, poultry, swine, or similar agricultural or livestock activities or operations.

11. No permanent or temporary feedlot may be established or maintained in the conservation easement area. For the purpose of this subsection, a "feedlot" is a confined or unconfined area or facility within which such land is used to fatten, feed, or otherwise nourish and sustain cattle, horses, poultry, swine, and similar livestock animals.

12. No planting or seeding of non-native plants, invasive plants, or exotic plants, in, on, or above, the conservation easement area.

13. All non-native plants, invasive plants, and exotic plants shall be continuously removed using hand tools only, and such plants shall not be removed using mechanized clearing.

14. The undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, shall not park, store, or otherwise place, or permit the parking, placement, or storage of, a vessel or vessels in, on, or above the conservation easement area. For the purpose of this subsection, the term "vessel" as used herein shall mean "vessel" as defined under Florida Statute § 327.02 (2015), or the equivalent statutory provision(s) governing the definition of "vessel" as used in the Florida Statutes.

15. The undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, shall not park, store, or otherwise place, or permit the parking, placement, or storage of, a motor vehicle or motor vehicles in, on, or above the conservation easement area. For the purpose of this subsection, the term "motor vehicle" as used herein shall mean "motor vehicle" as defined under Florida Statute § 320.01 (2015), or the equivalent statutory provision(s) governing the definition of "motor vehicle" as used in the Florida Statutes.

16. The undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, shall not park, store, or otherwise place, or permit the parking, placement, or storage of, other mechanized vehicles including but not limited to jet skis, off-road vehicles, dune buggies, or all-terrain vehicles in, on, or above the conservation easement area.

17. The undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, shall not operate a motor vehicle or motor vehicles in, over, or upon the conservation easement area. For the purpose of this subsection, the term "motor vehicle" as used herein shall mean "motor vehicle" as defined under Florida Statute § 320.01 (2015), or the equivalent statutory provision(s) governing the definition of "motor vehicle" as used in the Florida Statutes.

18. The undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, shall not operate other mechanized vehicles including but not limited to off-road vehicles, dune buggies, or all-terrain vehicles in, over, or upon the conservation easement area.

19. No act(s) or use(s) detrimental to the preservation of the structural integrity or physical appearance of a building(s), site(s), structure(s), object(s), or property(ies) of historical, architectural, archaeological, or cultural significance. The undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, shall notify the Monroe County Planning & Environmental Resources Department and the Florida Department of State - Division of Historical Resources or its successor if an archaeological, architectural, cultural, or historical building(s), site(s), structure(s), or object(s) is/are discovered on the servient estate property or conservation easement area therein, and any such building(s), site(s), structure(s), or object(s) deemed to be of archaeological, architectural, cultural, or historical significance shall be afforded the same protection(s) as a significant building(s), site(s), structure(s), and object(s) known to exist at the time of entering into this easement.

20. _____.

21. Neither this grant of conservation easement nor the terms and restrictions imposed herein constitute permit authorization for or approval of the construction, operation, or use of passive residential, commercial, or recreational activity(ies) upon the servient estate property or conservation area therein. Any such work shall be subject to all applicable federal, state, Monroe County, and/or local permitting, approval, and inspection requirements; and

7. **Amendment, Modification, or Release**.

A. Neither the servient estate property nor the conservation easement area therein may be subdivided, re-subdivided, platted, re-platted, or conveyed as separate parcels or transferred as separate parcels unless Grantee agrees, consents, and joins in writing thereto, and any such subdivision, re-subdivision, platting, re-platting, or conveyance as separate parcels or transference as separate parcels, in order to be valid and binding upon Grantee, must be executed in writing by both Grantee and the undersigned Grantor(s), or, if applicable, by both Grantee and the personal representative(s), heir(s), assign(s), or successor(s) in title of the undersigned Grantor(s); and

B. No amendment or modification to this grant of conservation easement is effective unless Grantee agrees, consents, and joins in writing thereto, and any amendment or modification to this grant of conservation easement must be executed in writing by both Grantee and the undersigned Grantor(s), or, if applicable, by both Grantee and the personal representative(s), heir(s), assign(s), or successor(s) in title of the undersigned Grantor(s); and

C. The undersigned Grantor(s), and, if applicable, the personal representative(s), heir(s), assign(s), or successor(s) in title of the undersigned Grantor(s), shall file any such amendment or modification to this grant of conservation easement together with all appropriate and required Joinder(s) with the Clerk of the Circuit Court of Monroe County and shall record any such amendment or modification to this grant of conservation easement together with all appropriate and required Joinder(s) in the Official Records of Monroe County, Florida; and

D. The undersigned Grantor(s) and, if applicable, the personal representative(s), heir(s), assign(s), or successor(s) in title of the undersigned Grantor(s), shall solely pay any and all costs and expenses associated with the filing and recordation of any such amendment(s) or modification(s); and

E. This grant of conservation easement may not be rescinded, voided, or released unless and until the Monroe County Board of County Commissioners (hereinafter "BOCC") approves such rescission, voidance, or release by BOCC Resolution; and

8. **Recordation**. The undersigned Grantor(s) and the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), hereby agree(s) to and shall file this grant of conservation easement together with all appropriate and required Joinder(s) with the Clerk of the Circuit Court of Monroe County, and shall record this grant of conservation easement together with all appropriate and required Joinder(s) in the Official Records of Monroe County, Florida, and shall re-file and re-record these at any time Grantee may require to preserve its (Grantee's) rights, and the undersigned Grantor(s) and the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), shall solely pay any and all costs and expenses associated with such filing(s), re-filing(s), recordation(s), and re-recordation(s); and

9. **Subsequent Reference Requirement**.

A. The undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, hereby agree(s) to and shall submit a copy of this filed and recorded grant of conservation easement together with (simultaneously in date and time with) all future development applications relating to the servient estate property and/or conservation easement area therein. Such submission by the undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, shall be to the agency(ies), department(s), and office(s) in receipt of or otherwise receiving such development application(s). This requirement is non-exclusive to Monroe County agencies, departments, and offices, and is to be construed as inclusive of all reviewing federal, state, Monroe County, and local agencies, departments, and offices in receipt of or otherwise receiving such development application(s), such that the undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, must so simultaneously furnish a copy of this filed and recorded grant of conservation easement to any and all federal, state, Monroe County, and local agencies, departments, and offices in receipt of or otherwise receiving such development application(s); and

B. The undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, shall reference this grant of conservation easement and all previously executed and recorded restrictions in any future instrument conveying title to or an interest in the servient estate property or conservation easement area therein, including the recording book and page number(s) and document number(s) of this grant of conservation easement and all previously executed and recorded restrictions; and

C. The undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, shall insert the terms and restrictions of this grant of conservation easement into any subsequent deed or other legal instrument by

which he/she/it/they divest(s) himself/herself/itself/themselves of any title to or interest in the servient estate property or conservation easement area therein; and

10. **Joint-and-Several Liability**. If the undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), tenant(s) thereto, or any other non-County natural person(s) or legal person(s) are party(ies) to any suit, action, or proceeding, in law or in equity, initiated, cross-initiated, counter-initiated, or filed by the County to enforce any provision(s), restriction(s), or term(s) contained herein, and consist(s) of more than one person(s) or entity(ies), such person(s) and entity(ies) shall be jointly and severally liable; and

11. **Non-Assignability**. This grant of conservation easement shall not be assignable by the undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), or successor(s) in title of the undersigned Grantor(s), tenant(s) thereto, or any other non-County party with title to or an interest in the servient estate property or conservation easement therein, unless such assignment is first approved by Monroe County BOCC Resolution; and

12. **Transfer Notice**. The undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, shall provide written notice (hereinafter "Transfer Notice") to Grantee of the transfer of any title to or interest in the above legally described property at least thirty (30) days prior to the date of such transfer. Failure of the undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), or successor(s) in title of the undersigned Grantor(s), or tenant(s) thereto, to perform any act required by this Section shall not eliminate this requirement or Grantee's rights arising from, relating to, or in connection with this requirement, and shall not impair the validity of this grant of conservation easement or limit its enforceability in any way; and

13. **Notice and Service of Process**.

A. **Notice - To Grantee**. All notices, consents, approvals, or other communications to Grantee hereunder shall be in writing and shall be deemed properly served if sent by U.S. Postal Service Certified Mail, return receipt requested, in the following form and address:

Monroe County Planning & Environmental Resources Department
Attn: Senior Director
Subject: Conservation Easement
2798 Overseas Highway, Marathon, FL 33050.

With a copy to:

Monroe County Attorney's Office
Subject: Conservation Easement
1111 12th Street, Suite 408
Key West, FL 33040

B. **Notice - To Grantor(s)**. All notices, consents, approvals, or other communications to the undersigned Grantor(s) and to the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), shall be in writing and shall be deemed properly served if, unless otherwise

provided in this instrument, sent by U.S. Postal Service Certified Mail, return receipt requested, to his/her address of record with the Monroe County Property Appraiser's Office or to his/her address of record with the Monroe County Tax Collector's Office. If, after one (1) unsuccessful attempt (in accordance with the preceding sentence) by Grantee to serve notice upon Grantor(s) or the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), Grantee shall, in addition to the preceding sentence's method of notice and service of process for the purposes herein, be entitled to satisfy this Section's sufficiency of notice and service of process requirement(s) by subsequent election to serve such notice pursuant to (I) Florida Statutes §§ 49.011(1)-(2) (2015), 49.011(5) (2015), 49.021 (2015), (applicable if an action or administrative proceeding has commenced or otherwise been formally initiated by filing in accordance with applicable rules of procedure) 49.031 (2015), (applicable if an action or administrative proceeding has commenced or otherwise been formally initiated by filing in accordance with applicable rules of procedure) 49.041 (2015), (applicable if an action or administrative proceeding has commenced or otherwise been formally initiated by filing in accordance with applicable rules of procedure) 49.051 (2015), (applicable if an action or administrative proceeding has commenced or otherwise been formally initiated by filing in accordance with applicable rules of procedure) 49.061 (2015), (applicable if an action or administrative proceeding has commenced or otherwise been formally initiated by filing in accordance with applicable rules of procedure) 49.071 (2015), (applicable if an action or administrative proceeding has commenced or otherwise been formally initiated by filing in accordance with applicable rules of procedure) 49.08-09 (2015), (for non-foreclosure action proceeding notice(s)) 49.10(1)(a) (2015), (for foreclosure action proceeding notice(s)) 49.10(c) (2015), and/or pursuant to (II) Florida Statute § 49.11 (2015). Notice constructively served pursuant to such election shall be deemed properly served for the purpose(s) herein. Actual notice is not required under this Section; and

C. **Notice - To Tenant(s)**. All notices, consents, approvals, or other communications to the tenant(s) of the undersigned Grantor's/Grantors' servient estate property or conservation easement area therein, and to the tenant(s) of the undersigned Grantor's/Grantors' personal representative(s), heir(s), assign(s), or successor(s) in title's servient estate property or conservation easement area therein, shall be in writing and shall be deemed properly served, unless otherwise provided in this instrument, if sent by U.S. Postal Service Certified Mail, return receipt requested, to the mailing address of the servient estate property and to such tenant's/tenants' address(es) of record, if any, with the Monroe County Property Appraiser's Office or such tenant's/tenants' address(es) of record, if any, with the Monroe County Tax Collector's Office. If, after one (1) unsuccessful attempt (in accordance with the preceding sentence) by Grantee to serve notice upon such tenant(s), Grantee shall, in addition to the preceding sentence's method of satisfying notice and service of process for the purposes herein, also be entitled to satisfy this Section's sufficiency of notice and service of process requirement(s) by subsequent election to serve such notice pursuant to (I) Florida Statutes §§ 49.011(1)-(2) (2015), 49.011(5) (2015), 49.021 (2015), (applicable if an action or administrative proceeding has commenced or otherwise been formally initiated by filing in accordance with applicable rules of procedure) 49.031 (2015), (applicable if an action or administrative proceeding has commenced or otherwise been formally initiated by filing in accordance with applicable rules of procedure) 49.041 (2015), (applicable if an action or administrative proceeding has commenced or otherwise been formally initiated by filing in accordance with applicable rules of procedure) 49.051 (2015), (applicable if an action or administrative proceeding has commenced or otherwise been formally initiated by filing in accordance with applicable rules of procedure) 49.061 (2015), (applicable if an action or administrative proceeding has commenced or otherwise been formally initiated by filing in accordance with applicable rules of procedure) 49.071 (2015), (applicable if an action or administrative proceeding has commenced or otherwise been formally initiated by filing in accordance with applicable

rules of procedure) 49.08-09 (2015), (for non-foreclosure action proceeding notice(s)) 49.10(1)(a) (2015), (for foreclosure action proceeding notice(s)) 49.10(c) (2015), and/or pursuant to (II) Florida Statute § 49.11 (2015). Notice constructively served pursuant to such election shall be deemed properly served for the purpose(s) herein. Actual notice is not required under this Section; and

D. **Notice - To Legal Person(s)**. In the event the undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), or tenant(s) thereto, comprise a registered business entity, corporate entity, or similar legal person, all notices, consents, approvals, or other communications to such entity shall be in writing and shall be deemed properly served if sent by U.S. Postal Service Certified Mail, return receipt requested, to the mailing address of such entity's Registered Agent as shown in the public records of the Florida Department of State - Division of Corporations (hereinafter "Sunbiz"), or its equivalent agency. Actual notice is not required under this Section. In the event the undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), or tenant(s) thereto, is a legal trust, all notices, consents, approvals, or other communications to such trust shall be in writing and shall be deemed properly served if sent by U.S. Postal Service Certified Mail, return receipt requested, to the mailing address of the servient estate property and to such trust's address(es) of record, if any, with the Monroe County Property Appraiser's Office or its address(es) of record, if any, with the Monroe County Tax Collector's Office. If, after one (1) unsuccessful attempt (in accordance with the preceding sentence) by Grantee to serve notice upon such legal person(s), Grantee shall, in addition to the preceding sentence's method of satisfying notice and service of process for the purposes herein, also be entitled to satisfy this Section's sufficiency of notice and service of process requirement(s) by subsequent election to serve such notice pursuant to (I) Florida Statutes §§ 49.011(1)-(2) (2015), 49.011(5) (2015), 49.021 (2015), (applicable if an action or administrative proceeding has commenced or otherwise been formally initiated by filing in accordance with applicable rules of procedure) 49.031 (2015), (applicable if an action or administrative proceeding has commenced or otherwise been formally initiated by filing in accordance with applicable rules of procedure) 49.041 (2015), (applicable if an action or administrative proceeding has commenced or otherwise been formally initiated by filing in accordance with applicable rules of procedure) 49.051 (2015), (applicable if an action or administrative proceeding has commenced or otherwise been formally initiated by filing in accordance with applicable rules of procedure) 49.061 (2015), (applicable if an action or administrative proceeding has commenced or otherwise been formally initiated by filing in accordance with applicable rules of procedure) 49.071 (2015), (applicable if an action or administrative proceeding has commenced or otherwise been formally initiated by filing in accordance with applicable rules of procedure) 49.08-09 (2015), (for non-foreclosure action proceeding notice(s)) 49.10(1)(a) (2015), (for foreclosure action proceeding notice(s)) 49.10(c) (2015), and/or pursuant to (II) Florida Statute § 49.11 (2015). Notice constructively served pursuant to such election shall be deemed properly served for the purpose(s) herein. Actual notice is not required under this Section; and

14. **Dispute Resolution - Meet-and-Confer Prerequisite**. The undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), or successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, hereby agree(s) that as a first condition precedent to his/her/its/their initiation of litigation or adversarial administrative proceedings against the County in the form of a suit or action arising out of, related to, or in connection with this grant of conservation easement, shall first, prior to the initiation of such suit or action, attempt to resolve their dispute(s) and disagreement(s) by a meet-and-confer session between himself/herself/itself/themselves and Monroe County Planning & Environmental Resources Department staff and counsel to the Monroe County Planning & Environmental Resources

Department. If no resolution can be agreed upon within thirty (30) days after the occurrence of the aforesaid meet-and-confer session, such issue(s) shall next (second), as a second condition precedent to the initiation of such suit or action, be discussed at a public meeting of the Monroe County BOCC occurring in the same geographic sub-area as the geographic location of such conservation easement (i.e., Upper Keys - Key Largo, Middle Keys - Marathon, Lower Keys - Key West). The undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), or successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, hereby agree(s) that in the event he/she/it/they so initiate such suit or action without satisfying both of these conditions precedent to their initiation of litigation or adversarial administrative proceedings against the County, that the County shall be automatically entitled to an Order granting Grantee's Motion to Dismiss and Florida Statute § 57.105 (2015) Motion for Sanctions and Attorney's Fee (or, at Grantee's election (if applicable), their Florida statutory equivalent(s), Federal equivalent(s), or non-Florida legal equivalent(s)); and

15. **Limitation of Liability**.

A. In the event of any litigation concerning the conditions, provisions, restrictions, or terms of this grant of conservation easement, Grantee, the undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, hereby agree to expressly waive and shall be treated as having expressly waived their right to a jury trial; and

B. The undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), or successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, hereby agree(s) that no charge(s) or claim(s) shall be made by it for any delay(s) or hindrance(s) attributable to the County during the progress of any portion of or during the effective date of this grant of conservation easement; and

C. **Hazardous, Toxic, Radioactive Substances**. The undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, hereby waive(s) any rights they may have to bring a claim against Grantee for personal injury or injury to property that is caused by the negligent action or inaction and grossly negligent action or inaction of Grantee or Grantee's employee(s) or agent(s) during the course of Grantee's activity arising out of, related to, or in connection with this grant of conservation easement, further hold(s) Grantee harmless from the claims of all persons for action(s), inaction(s), activity(ies), damage(s), expense(s), and loss(es) occurring on the above legally described property, and further indemnifies Grantee for all liability arising from any subsequent placement by the undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, and the subsequent discovery of, hazardous, toxic, or radioactive substance material on the above legally described property, and, in the event such material is discovered, the undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, shall be exclusively responsible for the removal of such materials following coordination and written approval of Grantee. The term hazardous, toxic, or radioactive substance material shall mean any hazardous, toxic, or radioactive substance material, matter, or waste, which is or becomes regulated by any federal, state, or local law, ordinance, order, rule, regulation, code, or any other governmental restriction or requirement and shall include petroleum products and asbestos as well as improper or excessive storage of or use of common household cleaning and landscaping chemicals, pesticides, batteries, and the like, and those materials

defined as hazardous substance or hazardous waste in the Comprehensive Environmental Response Compensation and Liability Act and/or the Resource Conservation and Recovery Act. The undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, shall immediately notify the County of any known discharge or discovery of any hazardous, toxic, or radioactive waste at, upon, under, or within the above legally described property, and the undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, shall, at his/her/its/their exclusive cost and expense, comply with all remedial measures required by any governmental agency having jurisdiction. The undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, hereby warrant and represent that to the best of his/her/its/their knowledge, the above legally described property is free of any such waste(s). The undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, hereby agree that he/she/it/they shall be exclusively liable for environmental damages according to the extent made so by law for periods following the effective date of this grant of conservation easement; and

D. **No Waiver**. Grantee shall not be deemed to have waived any rights under this grant of conservation easement unless such waiver has been given, within this instrument both expressly and specifically; and

E. **No Personal Liability**. The County expressly reserves and in no way shall be deemed to have waived, for itself or for its officer(s), employee(s), or agent(s), any sovereign, governmental, and any other similar defense, immunity, exemption, or protection against any suit, cause-of-action, demand, or liability. Further, no covenant, provision, or term of this grant of conservation easement shall be deemed to be a covenant or agreement of any officer, employee, or agent of the County in his or her individual capacity, and no officer, employee, or agent of the County shall be liable personally in this grant of conservation easement or be subject to any personal liability or accountability by reason of the execution of this grant of conservation easement; and

F. **Non-Reliance by Third-Parties**. No person(s) or entity(ies) shall be entitled to rely upon the terms, or any of them, of this grant of conservation easement to enforce or attempt to enforce any third-party claim(s) or entitlement(s) to or benefit(s) of any service(s), term(s), or program(s) contemplated hereunder; and

16. **Enforcement**.

A. **Grantee's Right of Inspection**.

1. Grantee shall, without liability to Grantee, have site access to the conservation easement area at all reasonable times, with no less than twenty-four (24) hours' reasonable actual or constructive notice (which Grantee may satisfy by reasonable means in addition to/other than via Sections 13(B.)-(D.) above), for the purpose of inspection to monitor and ensure compliance with the restrictions and terms contained herein. Grantee's designees shall include city, county, and/or State code and/or building inspectors, and the like, without limitation; and

2. Grantee's right of site access to the conservation easement area shall include the right to use vehicles and all necessary equipment to determine if the undersigned Grantor(s), tenant(s) thereto, the

personal representative(s), heir(s), assign(s), or successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, have complied with or are complying with the restrictions and terms hereof; and

B. **Default Notice**. Unless otherwise provided in this instrument, in the event of breach or violation of the restrictions or terms hereof by Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), or successor(s) in title of the undersigned Grantor(s), or tenant(s) thereto, Grantee shall provide written "Notice of Default" or "Notice of Violation" to the defaulting undersigned Grantor(s), the defaulting tenant(s) thereto, the defaulting personal representative(s), heir(s), assign(s), or successor(s) in title of the undersigned Grantor(s), or the defaulting tenant(s) thereto, and such defaulting party(ies) shall have the right to cure such breach(es) or violation(s) within thirty (30) days of receiving notice of such breach(es) or violation(s); and

C. **Grantor(s) Breach or Violation**.

1. Uncured breach(es) or violation(s), by the undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), or successor(s) in title of the undersigned Grantor(s), or tenant(s) thereto, of the terms of and restrictions imposed by this grant of conservation easement shall, without any additional notice beyond this grant of conservation easement's recordation, entitle Grantee to immediately suspend and/or rescind, without liability to Grantee, development applications, pending permits, approvals, and inspections, and issued development order(s) contingent upon the effectiveness of this grant of conservation easement and Grantor(s') compliance thereto, the compliance of tenant(s) thereto, the compliance of the personal representative(s), heir(s), assign(s), or successor(s) in title of the undersigned Grantor(s) thereto, and the compliance of tenant(s) thereto, with the terms of this grant of conservation easement, applied for or issued for work to be undertaken at or upon the servient estate property and/or conservation easement area therein, except for those permits, approvals, and/or inspections necessary to cure such breach(es) or violation(s). Such uncured breach(es) or violation(s) shall be presumed to constitute breach(es) or violation(s) that is/are irreparable or irreversible in nature; and

2. In the event of any suit, action, or proceeding, in law or in equity, by the County to enforce the restrictions or terms contained herein, if the County prevails in any such suit, action, or proceeding, on trial or appeal, the County shall be entitled to reasonable attorney's fees, including trial, appellate, bankruptcy, and post-judgment costs and collection proceedings for the maintenance or defense of any such suit, action, or proceeding, to be paid by the losing party(ies) as fixed by the court, as well as the reasonable cost(s) of restoring the above legally described servient estate property's conservation easement area to the (its) natural vegetative and hydrologic condition that existed at the time of execution and recordation of this grant of conservation easement. Any judgment so rendered in favor of the County in connection with any suit, action, or proceeding arising out of, related to, or in connection with this grant of conservation easement, shall bear interest at the highest rate allowed by law. The County may recover reasonable legal and professional fees attributable to the preparation, administration, and enforcement of such suit, action, or proceeding, from any person(s) and/or entity(ies) from or to whom a demand or enforcement request is made, regardless of actual initiation of a suit, action, or proceeding. These remedies are in addition to any other remedy, fine, or penalty which may be applicable under, including, but not limited to, Chapters 162, 373, and 403, Florida Statutes,

and any other action at law or in equity. Grantee hereby agrees and the undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, hereby agree that suits, actions, and proceedings arising out of, related to, or in connection with this grant of conservation easement are not subject to arbitration, and that mediation proceedings initiated and conducted that arise out of, relate to, or are in connection with this grant of conservation easement shall be in accordance with the Florida Rules of Civil Procedure; and

3. **Cumulative Remedies**. In the event of any breach or violation of the restrictions or terms contained herein, Grantee shall, without liability to Grantee, have the right to proceed at law or in equity as may be necessary to enforce compliance with the restrictions or terms hereof, to enjoin activities, construction, maintenance, practices, repairs, and uses inconsistent with the restrictions or terms hereof, and to otherwise prevent the breach or violation of any of them, to collect damages, and both authorized and entitled to enforce this grant of conservation easement by emergency, preliminary, and permanent injunction, including by ex parte motion and action for such injunction(s), it being hereby expressly and specifically agreed that Grantee has no adequate remedy at law, or such other legal method as Grantee deems appropriate. All rights and remedies accruing to the County shall be assignable in whole or in part and be cumulative; that is, the County may pursue such rights and remedies as the law and this grant of conservation easement afford it in whatever order the County desires and the law permits. The County's resort to any one law(s) and/or remedy(ies) in advance of any other shall not result in waiver or compromise of any other law(s) and/or remedy(ies). The undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), or successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, hereby agree(s) to and shall pay for all costs associated with Grantee's enforcement action(s); and

4. Failure of the undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), or successor(s) in title of the undersigned Grantor(s), or tenant(s) thereto, to comply with or perform any act required by or under this grant of conservation easement shall not impair the validity of this grant of conservation easement or the conditions, provisions, reservations, restrictions, rights, or terms hereof or limit their enforceability in any way; and

5. Enforcement of the conditions, provisions, restrictions, and terms of this grant of conservation easement shall be at the discretion of the Grantee. Grantee's delay or failure to enforce or omission in the exercise of any condition, provision, reservation, restriction, right, or term contained herein, however long continued, shall not be deemed a waiver or estoppel of the right to do so thereafter as to any violation or breach. No Grantee waiver of a breach of any of the condition(s), provision(s), reservation(s), restriction(s), right(s), or term(s) hereof, shall be construed to be a waiver of any succeeding breach of the same condition(s), provision(s), reservation(s), restriction(s), right(s), or term(s) hereof; and

17. **Attorney Title Opinion**. The effectiveness of the benefit(s) and right(s) hereby conveyed by Grantee to Grantor(s) (exhaustively identified at prefatory Sections 14. and 18. above and non-prefatory Section 6. above) in exchange for Grantor(s') conferral to Grantee of the restrictions contained herein, Grantee's rights in said restrictions, and the enforceability of said restrictions in favor of Grantee, is predicated upon the truth, accuracy, and correctness of Grantor(s') submitted information, representations, documents, Grantor(s') submitted Attorney Title Opinion, and (if applicable) Trust Affidavit. In the event it is later

discovered that such (Grantor(s')) submitted information, representations, documents, Attorney Title Opinion, (if applicable) Trust Affidavit, or any portion thereof, is false, misleading, or materially omissive, or otherwise legally erroneous, whether intentional or unintentional, and it results in the subordination or extinguishment of the restrictions contained herein, Grantee's rights in said restrictions, or the enforceability of said restrictions in favor of Grantee, or it results in the diminishment of the restrictions contained herein, Grantee's rights in said restrictions, or the enforceability of said restrictions in favor of Grantee, then this grant of conservation easement shall be rendered voidable at Grantee's election, without liability to Grantee, including, but not limited to, on the basis of for lack of consideration. For the purpose of interpretation and construction of the term "consideration" as used herein, the term "consideration" as it relates to what Grantee has conferred to Grantor(s) shall be limited to what has been exhaustively identified within aforesaid Sections 14., 18., and 6. above, and the term "consideration" as it relates to what Grantor(s) has conferred to Grantee shall be limited to, unless otherwise provided, the restrictions contained herein, Grantee's rights in said restrictions, and the enforceability of said restrictions in favor of Grantee. In the event this grant of conservation easement is so rendered void pursuant to Grantee's election, Grantee shall be immediately entitled to rescind this agreement, to revoke any or all development approval(s) issued or made in reliance of this grant of conservation easement and its corresponding Attorney Title Opinion, all without liability to Grantee, to pursue all remedies at law and in equity for injuries to the County caused by the submission of such false, misleading, or materially omissive, or otherwise legally erroneous information, representations, documents, Attorney Title Opinion, and/or Trust Affidavit, and shall immediately require the Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and/or tenant(s) thereto, to, at Grantee's election, restore the servient estate property and/or conservation easement area therein to the natural vegetative and hydrologic condition(s) existing at the time of recordation of this grant of conservation easement or, if this grant of conservation easement has not been recorded, at Grantee's election, to restore the servient estate property and/or conservation easement area therein to the natural vegetative and hydrologic condition(s) existing at the time of Grantee's execution of this grant of conservation easement, all without liability to Grantee. The undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, further waive all rights they may have to bring a claim against Grantee for injury and/or damage allegedly arising from, relating to, or in connection with Grantee's enforcement of this Section, hold(s) Grantee harmless from the injury or damage claims of all persons allegedly arising from, related to, or in connection with Grantee's enforcement of this Section, and further indemnify(ies) Grantee for all liability resulting from the injury or damage claims of all persons allegedly arising from, relating to, or in connection with Grantee's enforcement of this Section; and

18. **Miscellaneous**.

A. **Financial Responsibility and No Pledge of Credit**. Grantor(s), tenant(s) thereto, Grantor(s') personal representative(s), heir(s), assign(s), and successor(s) in title, and tenant(s) thereto, shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Grantor(s), tenant(s) thereto, Grantor(s') personal representative(s), heir(s), assign(s), and successor(s) in title, and tenant(s) thereto, further warrant(s) and represent(s) that he/she/it/they has/have no obligation(s) or indebtedness that would impair his/her/its/their ability to fulfill the terms of this grant of conservation easement; and

B. **Duty to Cooperate**. Where required under this grant of conservation easement or related agreement(s), the undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, shall, to ensure the implementation of the government purpose furthered by this grant of conservation easement, cooperate with Grantee's reasonable requests submitted to Grantor(s), tenant(s) thereto, Grantor(s') personal representative(s), heir(s), assign(s), and successor(s) in title, and tenant(s) thereto, regarding the terms and conditions contained herein; and

19. **Inconsistency, Partial Invalidity, Severability, and Survival of Provisions**. If any condition, provision, reservation, restriction, right, or term of this grant of conservation easement, or any portion(s) thereof, is/are held to be invalid or unenforceable in or by any administrative hearing officer or court of competent jurisdiction, the invalidity or unenforceability of such condition, provision, reservation, restriction, right, term, or any portion(s) thereof, shall neither limit nor impair the operation, enforceability, or validity of any other condition, provision, reservation, restriction, right, term, or any remaining portion(s) thereof. All such other conditions, provisions, reservations, restrictions, rights, terms, and remaining portion(s) thereof shall continue unimpaired in full force and effect; and

20. **Captions and Paragraph Headings**. Captions and paragraph headings, where used herein, are inserted for convenience only and are not intended to descriptively limit the scope and intent of the particular paragraph or text to which they refer; and

21. **No Encumbrances**. The undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, represent(s) and warrant(s) that, to his/her/its/their knowledge, there are no superior encumbrances or material claims, causes-of-action, or other proceedings pending or threatened in respect to the ownership, operation, or environmental condition(s) of the above legally described property that may, shall, or will diminish, extinguish, interrupt, or subordinate the effectiveness or operation of this grant of conservation easement's provision(s), restriction(s), right(s), and term(s) running in favor of Grantee Monroe County, Florida; and

22. **Governing Laws/Venue**. This grant of conservation easement is and the construction and enforcement of the restrictions, terms, and obligations established therefrom are governed by the Monroe County Comprehensive Plan, the Monroe County Code(s), and Florida Statute § 704.06 (2015), or the equivalent statutory provision governing "conservation easements" as used in the Florida Statutes, and shall be liberally construed and enforced in favor of the grant to effectuate the public purpose of this grant of conservation easement and the policy(ies) and purpose(s) of the Monroe County Comprehensive Plan, the Monroe County Code(s), and Florida Statute § 704.06 (2015), or the equivalent statutory provision governing "conservation easements" as used in the Florida Statutes. Exclusive venue for any dispute arising from or under, relating to, or in connection with this grant of conservation easement shall be in the Sixteenth Judicial Circuit in and for Monroe County, Florida; and

23. **Authority to Attest**. Each party to this grant of conservation easement represents and warrants to the other that the execution, delivery, and performance of this grant of conservation easement has been duly authorized by all necessary corporate and other organizational action, as required; and

24. **Effective Date**.

A. This grant of conservation easement constitutes the entire grant of conservation easement agreement and any representation or understanding of any kind preceding the date of this grant of conservation easement's execution or recordation is not binding on the Grantee or the undersigned Grantor(s) except to the extent it has been incorporated into this grant of conservation easement; and

B. This grant of conservation easement will become effective upon recordation in the Official Records of Monroe County, Florida; and

19. **TO HAVE AND HOLD UNTO GRANTEE FOREVER.**

This Grant of Conservation Easement is made in reliance upon information, representations, documents, an Affidavit of No Encumbrances, and an Attorney Title Opinion, and (if applicable) Trust Affidavit, provided by or through the owner(s) of the Servient Estate Property. If, at some later date, Grantee Monroe County determines that such information, representations, Affidavit of No Encumbrances, Attorney Title Opinion, (if applicable) Trust Affidavit, and/or documents contained false or misleading information or omitted information material to the County's consideration and assent to this agreement, the County reserves the right, in its discretion, to elect to revoke such consideration and assent and to rescind this agreement and to pursue all remedies at law and equity, without liability to the County, for injuries to the County caused by the submission of such false or misleading material information or omission of information material to the County's consideration and assent to this agreement.

EXECUTED ON THIS _____ day of _____, 20____.

WITNESSES	**GRANTOR(S)**
_____	_____
Witness No. 1 (Print Name)	Grantor No. 1 (Print Name)
_____	_____
Witness No. 1 (Signature)	Grantor No. 1 (Signature)
_____	_____
Witness No. 2 (Print Name)	Date (Print)
_____	_____
Witness No. 2 (Signature)	Authorized Official Capacity (Applicable if Entity Owner Executing Through Entity Owner's Director, Officer, Trustee, or other Authorized Official (Print Title of Authorized Capacity/Position))
	_____
	Non-Entity Owner's/Non-Entity Owners' Principal Mailing Address (Print)
	_____
	Entity Owner - Mailing Address (Print)
	_____
	Entity Owner - Registered Agent Name (Print)

_____
Entity Owner - Registered Agent Mailing Address (Print)

_____
Witness No. 1 (Print Name)

_____
Grantor No. 2 (Print Name)

_____
Witness No. 1 (Signature)

_____
Grantor No. 2 (Signature)

_____
Witness No. 2 (Print Name)

_____
Date (Print)

_____
Witness No. 2 (Signature)

STATE OF _____

COUNTY OF _____

The foregoing instrument, Monroe County Grant of Conservation Easement, was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or produced _____ as proof of identification and did take an oath, and by _____, who is personally known to me or produced _____ as proof of identification and did take an oath.

_____
Notary Public (Print Name and Notary No.)

_____
Notary Public Seal

_____
Notary Public (Signature)

[The remainder of this page has been intentionally left blank.]

MONROE COUNTY, FLORIDA
ACCEPTANCE OF CONSERVATION EASEMENT

In Witness Whereof, Grantee accepts the Conservation Easement granted above and executes this instrument the date set forth below.

Grantee Monroe County, Florida:

_____	_____
First Witness (Print Name)	Assistant County Administrator (Print Name)
_____	_____
First Witness (Signature)	Assistant County Administrator (Signature)
_____	_____
Second Witness (Print Name)	Date (Print)
_____	
Second Witness (Signature)	

Approved as to Form and Legal Sufficiency by: _____
Monroe County Attorney's Office

State of Florida
County of Monroe

Before me, the undersigned authority, personally appeared _____, who is personally known to me, or has produced _____ as identification.

Sworn and subscribed to me this _____ day of _____, 20____.

_____	_____
Notary Name and Number (Print)	**Notary Signature and Seal**

JOINDER OF MORTGAGEE

(If Applicable)

_____, whose address is _____,
(Name of Mortgagee)

City of _____, State of _____, having a record interest, more particularly described as being the owner and holder of a mortgage dated _____, in the original principal amount of $_____, given by _____ _____ ("Mortgagor(s)"), to _____ _____ ("Mortgagee(s)"), encumbering the real property described in that mortgage, which is recorded in Official Records Book _____, at Page _____, and having Document Number _____, together with that certain Assignment recorded in Official Records Book _____, at Page _____, and having Document Number _____, and together with that certain Modification recorded in Official Records Book _____, at Page _____, and having Document Number _____, all in the Official Records of _____ County, Florida (said mortgage, assignment, and modification are hereinafter referred to as the "Mortgage"), in the lands described in the Conservation Easement Agreement between _____, Grantor(s)/Mortgagee(s), and Grantee Monroe County, Florida, hereby joins in, consents, ratifies, and subordinates the lien of its Mortgage, to the foregoing Conservation Easement interest, executed or to be executed in favor of Monroe County, Florida, with the intent that the Mortgage shall be subject and subordinate to the easement, executed at _____
(Place of Execution)

_____, _____, on the date indicated below.
(Place of Execution (cont'd))

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, Mortgagee grants this Joinder and executed this instrument on the date set forth below.

_____ Witness No. 1 (Print Name)	_____ Mortgagee (Print Name)
_____ Witness No. 1 (Signature)	_____ Mortgagee (Signature)
_____ Witness No. 2 (Print Name)	_____ Authorized Official Capacity (Director, Officer, Trustee, or other Authorized Official (Print Title of Authorized Capacity/Position))
_____ Witness No. 2 (Signature)	
	_____ Date (Print)

STATE OF _____

COUNTY OF _____

The foregoing instrument, Joinder, was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or produced _____ as proof of identification and did take an oath.

_____
Notary Public (Print Name and Notary No.)

_____ **Notary Public Seal**	_____ **Notary Public (Signature)**

[The remainder of this page has been intentionally left blank.]

JOINDER OF NON-MORTGAGEE ENCUMBRANCE-HOLDER

(If Applicable)

_____, whose address is _____,
(Name of Non-Mortgagee Encumbrance-Holder)

City of _____, State of _____, having a record interest,

more particularly described as being the owner and holder of an encumbrance dated _____,

_____, and entitled _____, and given by _____

_____ ("Encumbranced Owner(s)"), to_____

_____ ("Encumbrance Holder(s)"), encumbering the

real property described in that instrument, which is recorded in Official Records Book _____,

at Page _____, and having Document Number _____

together with that certain Assignment recorded in Official Records Book _____,

at Page _____, and having Document Number _____,

all in the Official Records of _____ County, Florida (said instrument(s) are hereinafter referred

to as the "Encumbrance"), in the lands described in the Conservation Easement Agreement between _____

_____, Grantor(s) of this easement/Encumbranced Grantor(s), and

Grantee Monroe County, Florida, hereby joins in, consents, ratifies, and subordinates the lien of its

Encumbrance, to the foregoing Conservation Easement interest, executed or to be executed in favor of Monroe

County, Florida, with the intent that the Encumbrance shall be subject and subordinate to the easement,

executed at _____, _____, on the date indicated below.
(Place of Execution)

IN WITNESS WHEREOF, Non-Mortgagee Encumbrance-Holder grants this Joinder and executed this instrument on the date set forth below.

_____	_____
Witness No. 1 (Print Name)	Non-Mortgagee Encumbrance-Holder (Print Name)
_____	_____
Witness No. 1 (Signature)	Non-Mortgagee Encumbrance-Holder (Signature)

_____
Witness No. 2 (Print Name)

_____
Witness No. 2 (Signature)

_____
Authorized Official Capacity (If Director, Officer, Trustee, or other Authorized Official (Print Title of Authorized Capacity/Position))

_____
Date (Print)

STATE OF _____

COUNTY OF _____

The foregoing instrument, Joinder, was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or produced _____ as proof of identification and did take an oath.

_____
Notary Public (Print Name and Notary No.)

_____
Notary Public Seal

_____
Notary Public (Signature)

[The remainder of this page has been intentionally left blank.]

Grantor(s') Affidavit of No Encumbrances

1. **WHEREAS**, _____, the undersigned, is/are the sole fee simple title owner(s) of the certain below-described real property located in Monroe County, Florida, having a legal description as follows and which is shown on attached Exhibit "____," which is hereby incorporated as if fully stated herein:

   Parcel(s)/Lot(s): _____ Block: _____

   Subdivision: _____

   Key: _____ Plat Book: ____ Page: ____

   Approximate Mile Marker: _____

   Real Estate Number(s): _____; and

2. **WHEREAS**, it is true and correct that as of this date no liens, loans, mortgage encumbrances, or non-mortgage encumbrances, other than those in which Joinder(s) have been executed and submitted for this Grant of Conservation Easement corresponding to this Affidavit of No Encumbrances, currently encumber the above legally described real property; and

3. **NOW, THEREFORE**, the undersigned hereby states that the above legally described property is free of all liens, loans, mortgage encumbrances, and non-mortgage encumbrances at this time, other than those in which Joinder(s) have been executed and submitted as part of the Grant of Conservation Easement application corresponding to this Affidavit of No Encumbrances.

EXECUTED ON THIS _____ day of _____, 20____.

WITNESSES	**OWNER(S)-GRANTOR(S)**
_____	_____
Witness No. 1 (Print Name)	Owner-Grantor No. 1 (Print Name)
_____	_____
Witness No. 1 (Signature)	Owner-Grantor No. 1 (Signature)
_____	_____
Witness No. 2 (Print Name)	Date (Print)
_____	_____
Witness No. 2 (Signature)	Authorized Official Capacity (Applicable if Entity Owner Executing Through Entity Owner's Director, Officer, Trustee, or other Authorized Official (Print Title of Authorized Capacity/Position))
	_____
	Non-Entity Owner's/Non-Entity Owners' Principal Mailing Address (Print)

_____
Entity Owner - Mailing Address (Print)

_____
Entity Owner - Registered Agent Name (Print)

_____
Entity Owner - Registered Agent Mailing Address (Print)

_____
Witness No. 1 (Print Name)

_____
Owner-Grantor No. 2 (Print Name)

_____
Witness No. 1 (Signature)

_____
Owner-Grantor No. 2 (Signature)

_____
Witness No. 2 (Print Name)

_____
Date (Print)

_____
Witness No. 2 (Signature)

STATE OF _____

COUNTY OF _____

The foregoing instrument, Grantor(s') Affidavit of No Encumbrances, was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or produced _____ as proof of identification and did take an oath, and by _____, who is personally known to me or produced _____ as proof of identification and did take an oath.

_____
Notary Public (Print Name and Notary No.)

_____
Notary Public Seal

_____
Notary Public (Signature)

Return to:
Monroe County
Planning & Environmental Resources Department
2798 Overseas Highway
Marathon, Florida 33050

Prepared by:

---------- Space Above This Line For Recording ----------

TITLE OPINION FOR MONROE COUNTY, FLORIDA GRANT OF CONSERVATION EASEMENT

1. This Opinion of Title is provided to:

   Monroe County Board of County Commissioners
   1100 Simonton Street
   Key West, Florida 33040

2. **COMES NOW, AFFIANT** ___[NAME]____, am an attorney-at-law duly licensed to practice law in the State of Florida and am a member in good standing of the Florida Bar, having Florida Bar No. _____ _____, with the understanding that this Opinion of Title is furnished to Monroe County as inducement for acceptance of the attached proposed Grant of Conservation Easement, which is attached hereto and incorporated herein, and is proposed to Grantee Monroe County by Grantor(s):
   _____
   _____
   _____
   (hereinafter the **"record title-holder(s)"**) (**NOTE: For trust owner, or for corporate entity owner such as Partnership, Limited Partnership, Limited Liability Partnership, Limited Liability Company, or similar entities/business organizations, (1) Identify entity/business organization by name, (2) Indicate parties comprising such entity/business organization, and (3) Identify who is authorized to execute)**, it is hereby certified that I have examined a complete Abstract of Title and Title Search pertaining to the above-referenced proposed Grant of Conservation Easement. The abstract and search of which cover all official records and court records on file in Monroe County covering the period one-hundred years from and to and including this date _____, _____, relating to the following described property more particularly described in attached Exhibit "_____ (Legal Description)" a copy of which is attached hereto and incorporated herein:

   Lot(s): _____ Block: _____

   Subdivision: _____

   Key: _____ Plat Book: ____ Page: ___

   Approximate Mile Marker: _____

Real Estate Number(s): _____; and

3. Based solely upon my examination of the foregoing, and assuming the accuracy of the information contained therein, it is my opinion that:

4. The record title to the above legally described property is vested in _____ _____ (the **"record title-holder(s)"**), by instrument recorded at Official Records Book _____, Page _____; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit "_____" and incorporated herein.

5. Said record titleholder(s) has/have fee simple title thereto, however, subject to the following liens, encumbrances, qualifications, and other exceptions **[LIST ONLY THOSE ENCUMBRANCES AFFECTING THE PROPOSED CONSERVATION EASEMENT AREA]**:

6. **GENERAL EXCEPTIONS**:

   A. Rights of persons other than the above owners (**"record title holder(s)"**) who are in possession.

   B. Facts that would be disclosed upon accurate survey.

   C. Any unrecorded labor, mechanics', or materialmens' liens.

   D. Zoning restrictions imposed by governmental authority.

7. **SPECIAL EXCEPTIONS**:

   A. **Taxes and Assessments**: For the year 20____ and subsequent years although not yet due and payable until on or after _____, ____, 20____. The 20____ taxes and assessments have been paid as of this date (same date as after "to and including this date" at Paragraph 2 above have been paid).

   B. **Promissory Note(s)**, **Mortgage(s)**, **Security Agreement(s)**, or **Assignment(s) of Rent(s)** **[CIRCLE WHICH APPLICABLE]**, entitled _____ executed by and between _____ and _____ _____, recorded in Official Records Book _____, Page _____; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit "_____" and incorporated herein.

   C. **Promissory Note(s)**, **Mortgage(s)**, **Security Agreement(s)**, or **Assignment(s) of Rent(s)** **[CIRCLE WHICH APPLICABLE]**, entitled _____ executed by and between _____ and _____ _____, recorded in Official Records Book _____, Page _____; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit "_____" and incorporated herein.

D. **Warranty Deed**, **Special Warranty Deed**, **Mortgage Deed**, **Tax Deed**, **Quitclaim Deed** **[CIRCLE WHICH APPLICABLE]**, entitled _____, executed by and between _____ and _____ _____, recorded in Official Records Book _____, Page _____; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit "_____" and incorporated herein.

E. **Trust Instrument**, entitled _____ executed by and between _____ and _____ _____, and recorded in Official Records Book _____, Page _____; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit "_____" and incorporated herein. The provisions, restrictions, and terms of said **Trust Instrument** are consistent with that information set forth in the attached **Trust Affidavit**, a copy of which is attached hereto as Exhibit "_____" and incorporated herein.

F. **Certificate(s) of Sale**, entitled _____, in favor of _____, recorded in Official Records Book _____, Page _____; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit "_____" and incorporated herein.

G. **Certificate(s) of Title**, entitled _____, in favor of _____, recorded in Official Records Book _____, Page _____; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit "_____" and incorporated herein.

H. **Previous Grant of Conservation Easement**: The following prior Grant of Conservation Easement, executed by and between _____ and _____ _____, recorded in Official Records Book _____, Page _____; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit "_____" and incorporated herein, and of which is intended to be superseded by this (attached) proposed Grant of Conservation Easement.

I. **Previous Grant of Conservation Easement**: The following prior Grant of Conservation Easement, executed by and between _____ and _____ _____, recorded in Official Records Book _____, Page _____; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit "_____" and incorporated herein, and of which is intended to be superseded by this (attached) proposed Grant of Conservation Easement.

J. **Lot Aggregation Restrictive Covenant**: The following Lot Aggregation Restrictive Covenant, executed by and between _____ and _____ _____, recorded in Official Records Book _____, Page _____; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit "_____," and incorporated herein.

K. **(Non-Conservation) Easement(s)**, entitled _____, in favor of _____, recorded in Official Records Book

_____, Page _____; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit "_____" and incorporated herein.

L. **(Non-Lot Aggregation) Restrictive Covenant(s)** or **Deed Restriction(s)** **[CIRCLE WHICH APPLICABLE]**, entitled _____, in favor of _____, recorded in Official Records Book _____, Page _____; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit "_____" and incorporated herein.

M. **(Non-Lot Aggregation) Restrictive Covenant(s)** or **Deed Restriction(s)** **[CIRCLE WHICH APPLICABLE]**, entitled _____, in favor of _____, recorded in Official Records Book _____, Page _____; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit "_____" and incorporated herein.

N. **Plat or Re-Plat Restriction(s)** **[CIRCLE WHICH APPLICABLE]**, entitled _____ _____, in favor of _____ _____, recorded in Official Records Book _____, Page _____; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit "_____" and incorporated herein.

O. **Declaration of** _____, entitled _____, by and between or, as applicable, in favor of, _____, recorded in Official Records Book _____, Page _____; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit "_____" and incorporated herein.

P. **Notice of Commencement**, entitled _____, by and between or, as applicable, executed/recorded by _____, recorded in Official Records Book _____, Page _____; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit "_____" and incorporated herein.

Q. **Notice of Lis Pendens**, entitled _____, executed/recorded by _____, recorded in Official Records Book _____, Page _____; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit "_____" and incorporated herein.

R. **Notice of Lis Pendens**, entitled _____, executed/recorded by _____, recorded in Official Records Book _____, Page _____; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit "_____" and incorporated herein.

S. **Court/Judicial Order**, **Final Judgment**, or **Judgment Lien** **[CIRCLE WHICH APPLICABLE]**: The following order and/or lien, relating to the matter of **[INSERT COURT CASE CAPTION/TITLE]** _ _____, Case Number **[INSERT COURT CASE NUMBER]** _____, in the amount of _____ _____, currently in favor of _____ _____, recorded in Official Records Book

_____, Page _____; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit "_____" and incorporated herein.

T. **Court/Judicial Order**, **Final Judgment**, or **Judgment Lien** **[CIRCLE WHICH APPLICABLE]**: The following order and/or lien, relating to the matter of **[INSERT COURT CASE CAPTION/TITLE]** _____, Case Number **[INSERT COURT CASE NUMBER]** _____, in the amount of _____ _____, currently in favor of _____ _____, recorded in Official Records Book _____, Page _____; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit "_____" and incorporated herein.

U. **Suggestion of Bankruptcy**, recorded in Official Records Book _____, Page _____; all of, as applicable, the Official Records of Monroe County, Florida, and/or of the Court Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit "_____" and incorporated herein.

V. **Further Encumbrance(s)**: The following encumbrance, entitled _____, by and between or, as applicable, in favor of, _____, recorded in Official Records Book _____, Page _____; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit "_____" and incorporated herein.

W. **Further Encumbrance(s)**: The following encumbrance, entitled _____, by and between or, as applicable, in favor of, _____, recorded in Official Records Book _____, Page _____; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit "_____" and incorporated herein.

8. In the event that the aforesaid Abstract of Title and Title Search have revealed no liens, encumbrances, or qualifications that would otherwise be identified in above **Paragraph 7. above**, **I hereby affirm, by writing in (printing) the word "AFFIRMED," checking the box thereafter, and providing my own signature immediately thereafter**, that said abstract and search have revealed no liens, encumbrances, or qualifications that would otherwise be identified in above **Paragraph 7.**:

AFFIRMED: _____ ☐

SIGNATURE: _____

9. Please be advised that based upon the aforesaid (Paragraphs 1 through 8 above, inclusive), that I am of the opinion that as of this date (same date as after "to and including this date" at Paragraph 2 above), that ownership of the above-referenced real property is vested in _____ _____ (the **"record title-holder(s)"**), that all property taxes and assessments have been paid as stated in above **Paragraph 7 A.**, and that none of the exceptions listed above will restrict the use of the subject real property for the purposes set forth in the above-referenced attached proposed Grant of Conservation Easement.

Respectfully submitted this _____,
day of _____, 20____.

_____
Signature

_____
Firm Name

_____
Printed Name

_____
Professional Address

_____
Firm Phone Number

_____
Firm E-Mail

STATE OF _____

COUNTY OF _____

The foregoing instrument, Title Opinion for Monroe County Grant of Conservation Easement, was sworn and subscribed before me, the undersigned authority, this _____ day of _____, 20____, by _____, who is personally known to me, or has produced _____ as identification.

_____
Notary Public (Print Name and Notary No.)

_____
Notary Public Seal

_____
Notary Public (Signature)

Return to:
Monroe County
Planning & Environmental Resources Department
2798 Overseas Highway
Marathon, Florida 33050

Prepared by:

---------- Space Above This Line For Recording ----------

TRUST AFFIDAVIT

I, _____, **THE UNDERSIGNED**, first being duly sworn, deposes and states:
(Print Name)

1. **THAT** I am the designated (*write-in or check*): _____
Authorized Official Capacity Under Trust

   ☐ Beneficiary; ☐ Grantor; ☐ Executor; ☐ Co-Executor

   ☐ Sole Trustee; ☐ Co-Trustee; ☐ Settlor; ☐ Co-Settlor of the_____
(Full Legal Name of Trust)

   _____ (hereinafter the "Trust") and have personal knowledge of the facts set
(Full Legal Name of Trust (cont'd))

   forth in this Affidavit.

2. **THAT** on the _____ day of _____, _____,_____
(Month) (Year) (Name of Grantor(s) or Settlor(s))

   _____, created the Trust.
(Name of Grantor(s) or Settlor(s) (cont'd))

3. **THAT** part of the Trust corpus includes real property located in Monroe County, Florida (hereinafter the "Servient Estate Property"), more particularly described as:

   Lot(s): _____ Block: _____

   Subdivision: _____

   Key: _____ Plat Book: ____ Page: ___

   Approximate Mile Marker: _____

   Real Estate Number(s): _____

4. **THAT** the servient estate property was transferred to the Trust by means of the: ☐ Quitclaim Deed;

   ☐ Special Warranty Deed; ☐ Statutory Warranty Deed; ☐ Warranty Deed;

   ☐ _____; ☐ _____; which was recorded on the
   (Other Instrument) Judgment

   _____ day of _____, _____, at Official Records Book _____,
   (Month) (Year)

   Page _____, of the Official Records of Monroe County, Florida.

5. **THAT**, as an authorized official of the above-named and described Trust, no provision(s), term(s), or restriction(s) under or of this Trust constitute(s) an encumbrance diminishing, extinguishing, interrupting, superior to, or subordinating the Monroe County Grant of Conservation Easement corresponding to and attached to this Trust Affidavit, or any portion of said Grant of Conservation Easement's provision(s), restriction(s), right(s), and term(s).

6. **IN WITNESS WHEREOF**, I have executed this Trust Affidavit under penalty of perjury on this _____ day of _____, _____.
   (Month) (Year)

WITNESSESS TO ALL:

_____
Witness No. 1 (Print Name)

_____
Witness No. 1 (Signature)

_____
Witness No. 2 (Print Name)

_____
Witness No. 2 (Signature)

AUTHORIZED TRUST OFFICIAL:

_____
Authorized Official (Print Name)

_____
Authorized Official (Signature)

_____
Authorized Official - Mailing Address (Print)

_____
Official Trust Mailing Address (If Different from Authorized Official's Mailing Address (Print))

STATE OF _____

COUNTY OF _____

The foregoing Trust Affidavit, was acknowledged before me this _____ day of _____, 2_____, by _____, who is/are personally known to me or produced _____ as proof of identification and did take an oath.

_____
Notary Public (Print Name)

_____
Notary Public Seal

_____
Notary Public (Signature)