



MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT
INCLUSIONARY HOUSING REQUIREMENT APPLICATION
Monroe County Land Development Code Section 139-1(b)

Application Date: _____

Property Owner of Development Triggering Inclusionary Housing Requirement (Box 'A').
Applicant Contact Information:

Name(s): _____

(Include Business/Corp/Entity Documents showing who is authorized to sign and documentation showing entity is current and active.)

Current Mailing Address: _____

Phone: (H) _____ (W) _____

Cell Phone: _____ Email Address: _____

Monroe County Code Section 139-1(b): Purpose and Intent. The purpose of this subsection (b), consistent with Goal 601 of the plan, is to ensure that the need for affordable housing is not exacerbated by new residential development and redevelopment of existing affordable housing stock. The intent of this subsection is to protect the existing affordable housing stock, to permit owners of mobile homes and mobile home spaces to continue established mobile home uses consistent with current building and safety standards and regulations and to ensure that, as residential development, redevelopment and mobile home conversions occur, plan policies regarding affordable housing are implemented.

Monroe County Code Section 139-1(b)(2):

- a. Residential developments, other than mobile home or mobile home spaces covered by subsection (b)(2)b. of this section, that result in the development or redevelopment of three or more dwelling units on a parcel or contiguous parcels shall be required to develop or redevelop at least 30 percent of the residential units as affordable housing units. Residential development or redevelopment of three units on a parcel or contiguous parcels shall require that one developed or redeveloped unit be an affordable housing unit. For the purpose of this section, and notwithstanding subsection (b)(2)b. of this section, any dwelling unit exceeding the number of lawfully established dwelling units on site, which are created by either a TRE or ROGO allocation award, shall be considered developed units.
- b. The removal and replacement with other types of dwelling units of ten or more mobile homes that are located on a parcel or contiguous parcels and/or the conversion of mobile home spaces located on a parcel or contiguous parcels into a use other than mobile homes shall be required to include in the development or redevelopment a number of affordable housing units equal to at least 30 percent of the number of existing units being removed and replaced or converted from mobile home use or, in the event the new use is nonresidential, to develop affordable housing units at least equal in number to 30 percent of the number of mobile homes or mobile home spaces being converted to other than mobile home use. Removal and replacement or conversion to a different use of ten mobile homes or mobile home spaces on a parcel or contiguous parcels shall require that three units be replaced or converted to deed-restricted affordable housing.

Monroe County Code Section 101.1 – Definition: Inclusionary housing means the resulting affordable and/or employee housing created or preserved with the development and/or redevelopment of a parcel where provisions of approved development agreements or orders implement and promote affordable and/or employee housing goals, objectives and policies contained in the plan by requiring set-asides for affordable and/or employee housing units.

Real Estate Number: _____

Initial(s): _____

Date: _____

BOX 'A'

Legal Description of Site Subject to Inclusionary Housing Requirements (Development Triggering Requirement): _____

Property Address: _____

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

Key (Island): _____ **Plat Book** _____ **Page** _____

Real Estate Number(s): _____

If metes and bounds, attach legal description on separate sheet and label as Attachment '___': Attachment: ___ Yes or ___ No

Number of Unit(s) in Development Triggering Inclusionary Housing Requirement: _____

Number of Unit(s) Required to Satisfy Inclusionary Housing Requirements: _____

How many units redeveloped on site since 2006? _____ **Identify by building permit number the building permits for the**

re-development of each unit. _____

Inclusionary Housing requirements will be met:

Onsite: _____ **Yes** _____ **No.** If no, see code section (Box 'B' below for linkage)

If yes, will existing structures be demolished and replaced with new? _____ **Yes** _____ **No**

Does site have ROGO Exemption? _____ **Yes** _____ **No.** If, yes attach.

Monroe County Code Section 139-1(a)(6)e, "The parcel of land proposed for development of affordable or employee housing shall only be located with a tier III designated area or, within a tier III-A (special protection area) designated area that does not proposed the clearing of any portion of an upland native habitat patch of one acre or greater in area."

Monroe County Code Section 138-24(c)(4), "No affordable housing allocation shall be awarded to applicants located within a tier I designated area, within a V-zone on the county's flood insurance rating map, within a tier II designated area on Big Pine Key and No Name Key, or within a tier III-A (special protection area) if clearing is proposed for any portion of an upland native habitat patch of a one acre or greater in area."

BOX 'B'

Monroe County Code Section 139-1(c), Two or more development projects that are required to provide affordable housing may be linked to allow the affordable housing requirement of one development project to be built at the site of another project, so long as the affordable housing requirement of the latter development is fulfilled as well. The project containing the affordable units must be built either before or simultaneously with the project without, or with fewer than, the required affordable units. Sequencing of construction of the affordable component of linked projects may be the subject of the planning department or the planning commission's approval of a project. In addition, if a developer builds more than the required number of affordable units at a development site, this development project may be linked with a subsequent development project to allow compliance with the subsequent development's affordable unit requirement. The linkage must be supplied by the developer to the planning commission at the time of the subsequent development's conditional use approval. Finally, all linkages under this subsection may occur between sites within the county and in the cities of Key West, Marathon and Islamorada, subject to an interlocal agreement, where appropriate; however, linkage must occur within the same geographic planning area, i.e., lower middle and upper keys. All linkages must be approved via a covenant running in favor of the county, and if the linkage project lies within a city, also in favor of that city. The covenant shall be placed upon two or more projects linked, stating how the requirements for affordable housing are met for each project. The covenant shall be approved by the board of county commissioners and, if applicable, the participating municipality.

Real Estate Number: _____

Initial(s): _____

Date: _____

BOX 'B' Continued

Inclusionary Housing requirements will be met:
Off-site and/or Linkage: _____ Yes _____ No.

If yes, Owner Name(s): _____
(Include Business/Corp/Entity Documents showing who is authorized to sign and documentation showing entity is current and active.)

Current Mailing Address: _____

Phone: (H) _____ (W) _____

Cell Phone: _____ Email Address: _____

Legal description of off-site/linkage site to be used to satisfy Inclusionary Housing requirements:

Property Address: _____

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

Key (Island): _____ Plat Book _____ Page _____

Real Estate Number(s): _____

If metes and bounds, attach legal description on separate sheet and label as Attachment '___': Attachment: ___ Yes or ___ No

Site is: _____ vacant or _____ developed

Will existing structures be demolished and replaced with new? _____ Yes _____ No

Does off-site/linkage site have existing Deed Restricted Affordable/Employee Housing Units which are proposed to be used to comply with the Inclusionary Housing requirement? ___ Yes or ___ No.
If yes, specify the Book and Page recorded in the Monroe County Official Records and attach a copy of the approved recorded restriction: _____

Number of new unit(s) to be deed restricted as Affordable Housing and/or Employee Housing: _____

Are additional units proposed to be developed to meet Inclusionary Housing requirement which will be subject to the Dwelling Unit Allocation System (ROGO)? _____ Yes _____ No If yes, how many Allocations will be required? _____

Does the off-site/linkage site have a current Reservation for Affordable Housing Allocation Awards? ___ Yes or ___ No. If yes, specify the Board of County Commissioners Resolution No. _____
Attach resolution as Exhibit '___'

Does the site have ROGO Exemption(s)? ___ Yes or ___ No. If yes, attach letter as Exhibit '___'

Do the units proposed for restriction have existing occupants? ___ Yes or ___ No.

Real Estate Number: _____

Initial(s): _____

Date: _____

BOX 'C'

Affordable Housing/Employee Housing:

Income Category: Very Low Income ____ Low Income ____ Median Income ____ Moderate Income ____

Number of Unit(s) in each income category: _____

Category	Very Low Income 50%	Low Income 80%	Median Income 100%	Moderate Income 120% Tenant or 160% Owner- occupant	Total
Number of Unit(s)					
Number of bedrooms					
Square Footage of habitable space in each unit					

Average square footage of habitable space of units to be restricted: _____

- A. Will any of the property owners/applicant anticipate being an occupant of any of the residential unit(s) to be deed restricted affordable housing/employee housing? ____ Yes ____ No If yes, then a separate Affordable/Employee Housing Application will be required for the prospective occupant. If more than one property owner then indicate
Specify name of owner proposed to be occupant: _____
- B. Applicant(s) understands any occupants or change of occupants for the residential units deed restricted are required to submit an Affordable Housing Application and qualify prior to occupancy.
- C. Failure to comply or re-qualify shall constitute a violation of the Affordable Housing Deed Restriction, the Monroe County Code and /or the conditions of the certificate of occupancy.

Real Estate Number: _____

Initial(s): _____

Date: _____

Inclusionary Housing Application Submittals:

- 1) If applicable: copy of current **(1)** Letter of Understanding, **(2)** Development Order, **(3)** Development Agreement, **(4)** Board of County Commissioners Resolution documenting inclusionary housing requirement.
- 2) If the ownership or agent is a corporation: a current copy of the corporation documents (such as from **Sunbiz**) must be submitted listing the persons or officers authorized to sign the application/agent authorization form and documentation showing that the corporation is active. If the corporation documents reference other corporations for authority to sign then corporation documents for each will be required showing who is the authorized person to sign and that the corporation is current and active. Additionally, if an ownership is a trust then documents showing who is the authorized person to sign is required.
- 3) Submit current property record card for applicable site(s) from the Monroe County Property Appraiser's office, dated within 5 days of application submittal. Available via www.mcpafl.org.
- 4) Site plan drawn to scale of site triggering inclusionary housing, which includes legal description and identify units redeveloped along with permit numbers.
- 5) Site plan drawn to scale of off-site/linkage site, which includes legal description and identify units to be used to satisfy inclusionary housing requirement. Include for **each unit**: address, unit number, habitable square footage, number of bedrooms, identify if unit is currently occupied or unoccupied.
- 6) Additional information for units to be used to satisfy inclusionary housing requirement for units currently occupied. If a residential unit is occupied: include the name of occupants, number of occupants, lease commencement date, lease expiration date, number of bedrooms, unit address, monthly rental amount for each unit to be deed restricted.
- 7) Copy of ROGO Exemption Determination or Letter of Development Rights Determination for "on-site" and/or "off-site and/ linkage" site documenting lawfully existing dwelling(s) recognized onto be used for compliance for the inclusionary housing requirement.
- 8) Affidavit of Qualification
- 9) Proposed Inclusionary Housing Deed Restriction for Affordable and/or Employee Housing along with an Affidavit of No Encumbrances for each site or Joinder for each site, and Entity Affidavit for each site if applicable.
- 10) Other documents may be requested if applicable.

Real Estate Number: _____

Initial(s): _____

Date: _____

Property Owner of site which is the trigger (subject) to Inclusionary Housing requirement:

I certify that I am familiar with the information contained in this application, and that to the best of my knowledge such information is true, complete and accurate. I/We understand that the residential unit is for permanent housing and is not a vacation home. Tourist housing use or vacation rental use of affordable housing units is prohibited.

1) _____
(Signature of Applicant) (Date)

(Print Name of Applicant above)

2) _____
(Signature of Applicant) (Date)

(Print Name of Applicant above)

STATE OF _____
COUNTY OF _____

The foregoing instrument, Affordable Housing Application, was acknowledged before me this _____ day of _____, 20____, 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 (Signature)

Property Owner of Off-Site/Linkage to be used to comply with Inclusionary Housing requirements and be Deed Restricted as Affordable Housing or Employee Housing:

I certify that I am familiar with the information contained in this application, and that to the best of my knowledge such information is true, complete and accurate. I/We understand that the residential unit is for permanent housing and is not a vacation home. Tourist housing use or vacation rental use of affordable housing units is prohibited.

1) _____
(Signature of Applicant) (Date)

(Print Name of Applicant above)

2) _____
(Signature of Applicant) (Date)

(Print Name of Applicant above)

STATE OF _____
COUNTY OF _____

The foregoing instrument, Affordable Housing Application, was acknowledged before me this _____ day of _____, 20____, 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 (Signature)

Real Estate Number: _____

Initial(s): _____

Date: _____



**MONROE COUNTY
PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT
OFF-SITE/LINKAGE INCLUSIONARY HOUSING - AFFORDABLE HOUSING
QUALIFICATION AFFIDAVIT**

Off-Site/Linkage Property Utilized to Satisfy Inclusionary Housing Requirement

Owner(s) Name(s): _____

Current Mailing Address: _____

Phone: (H) _____ **(W)** _____

Cell Phone: _____ **Email Address:** _____

The undersigned, having been duly sworn under oath, do(es) hereby attest(s), under penalty of perjury, to the following statement(s) of qualification for the **Affordable Housing Program** of Monroe County, Florida, as set forth in the Monroe County Code(s) is/are true:

1. This **Qualification Affidavit** is in connection with deed restricted **off-site/linkage Inclusionary Affordable Housing** units (a/k/a "Affordable Housing Units") that are located on that certain real property, lying and being in Monroe County, State of Florida, having a legal description as follows:

Off-Site/Linkage Property Utilized to Satisfy Inclusionary Housing Requirement

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

Subdivision: _____

Key (Island): _____ **Plat Book:** _____ **Page:** _____

Real Estate Number(s): _____

(If legal description is by metes-and-bounds and/or multiple real estate number(s), attach a separate sheet and properly label as Exhibit ' ' and incorporate to this Affidavit by reference herein)

2. The use of these **affordable housing** units is/are deed-restricted to households that qualify for affordable housing pursuant to the Monroe County Code(s). The County-approved, and recorded, the **affordable housing deed restriction(s)** shall apply unless and until the Monroe County Board of County Commissioners (hereinafter "BOCC") amends by ordinance the Monroe County Land Development Code to expressly permit these units to be occupied by other households with or without qualification requirements. The applicant(s) understands that if the subject dwelling unit is leased, rented, or subletted, the subject dwelling unit shall have a monthly rent limit as set forth in the Monroe County Code and that a new Monroe County - Planning & Environmental Resources Department - Affordable Housing application is required.
3. The applicant(s) has/have filed with Monroe County a copy of income tax return(s), W-2 forms, and the current three months of pay-stubs, for all members of the household, or has furnished

other qualifying documentation upon which the County has relied (as described in the Department's standard Affordable Housing or employee housing applications).

The immediately preceding sentence does not apply to developer(s) of whom are not and/or will not occupy the affordable housing unit(s), in which case, however, prior to occupation, tenant(s) and purchaser(s) shall provide said qualifying documentation directly to the Department.

4. **Purpose and Intent.** The purpose of this Affidavit and the development(s) and occupancy(ies) to which it refers and applies to is to be consistent with the plan meaning of and to satisfy Monroe County Code Section 139-1(b) and Monroe County Comprehensive Plan Goal 601 to ensure that the County's need for affordable housing is not exacerbated by new residential development and re-development of existing affordable housing stock. The intent of this instrument is to protect said existing affordable housing stock, to permit mobile home owners and owners of mobile home spaces to continue established mobile home uses consistent with current building and safety standards and regulations and to ensure that, as residential development, re-development and mobile home conversions occur, Monroe County Comprehensive Plan Policies regarding affordable housing are effectively implemented.
5. **Alienation of Affordable Housing Unit(s).** The undersigned understands and agrees that, upon the transfer of title to or interest in any of these **AFFORDABLE HOUSING** units, the undersigned shall provide the Monroe County Planning & Environmental Resources Department (hereinafter "Department"), in the form and address specified at **Paragraph No. 14 below**, a copy of the recorded conveyance instrument effectuating such transfer of title or interest, within sixty (60) calendar days of this Affidavit of Qualification's execution.
6. **Domestic Partnerships.** The undersigned understands and agrees that if the Department determines that if there exists a domestic partnership in connection with the subject **AFFORDABLE HOUSING** unit(s), that the undersigned shall provide the Department, in the form and address specified at **Paragraph No. 14 below**, with a (separate) **Affidavit of Domestic Partnership** evidencing the same.
7. **Rental of Affordable Housing Unit(s).** The undersigned understands and agrees that if the subject affordable housing unit(s) is/are rented or subletted, that:
 - (1) Such rental or sublet is subject to a monthly rent limit set forth in the Monroe County Code(s);
 - (2) The undersigned must obtain from rental tenant(s)/sublet tenant(s) a new/separate, legally sufficient and complete Department Affordable Housing Application for every rental or tenancy agreement; and
 - (3) The undersigned, coordinating with the rental tenant(s)/sublet tenant(s), has a continuing legal and equitable duty and responsibility to ensure that such new/separate Department Affordable Housing Application is furnished to and received by the Department prior to occupation of the affordable housing unit(s) in connection with that Application by the rental tenant(s)/sublet tenant(s).
8. **Rent/Sale Price Categories and Limitations.** The undersigned understands and agrees that rents and/or sales prices for affordable housing deed restricted dwelling units shall be

established in accordance with and in compliance with the operative text of each such affordable housing deed restriction, and those applicable provisions of the Monroe County Code(s) and Florida Statutes.

The undersigned understands and agrees that parcel/lot rents shall be a sum combination of rent assessed by the above-identified Affordable Housing Property/Unit Owner to the mobile home owner or tenant, the mortgage for the mobile home owner, if applicable, and monthly homeowner(s) fees charged by the property owner, condominium, or homeowners' association, if applicable. Parcel/Lot rents for tenant-owned dwelling units shall be guided by a ratio of mortgage payment to parcel/lot rent, with the combined total not to exceed the maximum rental price thresholds applicable to that unit(s) as set forth in the Monroe County Code(s).

9. The undersigned agrees and affirms that during the occupancy of any affordable housing rental unit(s), unless otherwise limited by state or federal statute, rule, or regulation concerning household income, that household's annual income may increase to an amount not-to-exceed one-hundred-and-forty (140) percent of the median income for Monroe County, Florida.

If the income of the lessee and/or the lessee's successor-in-interest exceeds this amount, such tenant's occupancy shall terminate at the end of the existing lease term. The maximum lease for any term shall be three (3) years or thirty-six (36) months.

10. **Federal (HUD) Compliance.** The undersigned understands and affirms that the subject affordable housing units meet(s) all requirements of the United States Department of Housing and Urban Development ("HUD") minimum property standards as to room sizes, fixtures, landscaping, and building materials, when not in conflict with relevant contrary County ordinances.

11. **No Tourist Housing or Vacation Rental Use.** The undersigned attests that he/she/it understands that tourist housing use or vacation rental use of affordable or employee housing unit(s) is/are prohibited.

12. **Re-Qualification.** The undersigned understands and attests that each year from the date of recordation of the Affordable Housing Deed Restriction in the Official Records of Monroe County for each corresponding individual Affordable Housing Unit, that he/she/it is legally obligated to ensure that each affordable housing unit owner(s)/affordable housing unit tenant(s):

(1) Re-qualifies annually by May 1; **and**

(2) Submits a new Affordable Housing Application to the Monroe County Planning & Environmental Resources Department each year.

The undersigned further understands and attests that, when qualifying an affordable-housing owner-occupant, that the undersigned is legally obligated to ensure that said affordable housing owner-occupant must and is required each year from the date of the issuance of the Certificate of Occupancy for his/her/its individual Affordable Housing Unit, to provide proof of homestead exemption.

The undersigned further understands and attests that failure to so comply with this legal obligation or re-qualify said affordable housing unit owner(s)/affordable housing tenant(s) shall constitute a violation of the Affordable Housing Deed Restriction and/or the conditions of the Certificate of Occupancy corresponding to the violating Affordable Housing Unit, and the Monroe County Code(s).

13. **New Occupants.** The undersigned understands and attests that if the subject Affordable Housing Unit(s) are no longer exclusively occupied by previously-approved specified occupant(s), that the new household must qualify with a new Monroe County Planning & Environmental Resources Department Affordable Housing Application.

The undersigned further understands and attests that this constitutes a continuing legal obligation and responsibility of the undersigned, and that he/she/it (the undersigned) is legally obligated to provide written notice to the Monroe County Planning & Environmental Resources Department of the transfer of any title to or interest in the/one of the subject Affordable Housing Unit(s) at least thirty (30) days prior to the date of such transfer. To this end, the undersigned shall:

- (1)** Include in such "Transfer Notice" a copy of this Affidavit; **and**
- (2)** Shall include express written notification to the Department that **"Monroe County and the transferee must now execute a new Affordable Housing Qualification Affidavit."**

Failure of the undersigned to perform any of these act(s), or any other required act(s) in this instrument, shall not eliminate such legal obligation or the County's rights or remedies arising from, relating to, or in connection with any such obligation, and shall not impair the validity of this Affidavit or limit its enforceability or penalty(ies) in any way.

14. **Form and Address.** The undersigned affirms that all notices, consents, approvals, or other communications from the undersigned and successors to the undersigned submitted to the County arising from, relating to, or in connection with this Affidavit, including but not limited to new Monroe County Planning & Environmental Resources Department Qualification Affidavits of which the County expressly requires the undersigned to furnish the Department with upon changes in ownership and changes in occupancy of the subject Affordable Housing Unit(s), 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: Affordable Housing Qualification Affidavit
2798 Overseas Highway
Marathon, FL 33050

15. The sale, inheritance, assignment, or transfer of any interest or rental of the subject Affordable Housing Unit(s) shall only be to person(s) who qualify under Monroe County's Affordable Housing Eligibility Requirements as established and amended from time to time.

The undersigned further understands and attests that the development order(s), recorded affordable and restrictive encumbrances, and this Affidavit are understood to operate and be legally constructed as a whole (*in pari materia*) such that all of these shall be binding upon the undersigned, and the successors to the undersigned.

16. **Cumulative Remedies.** The undersigned further understands and attests that he/she/it recognizes that, in the event of any breach or violation of the qualification and re-qualification legal duties herein, the County shall, without liability to the County, have the right to proceed at law or in equity as may be necessary to enforce compliance with the restrictions and terms hereof, and that the County shall be, upon such violation or breach, entitled to collect damages for such breach, and shall also be entitled to enforce this Affordable Housing Deed Restriction by emergency, preliminary, and permanent injunction, including by ex parte motion and action for such injunction(s), it being hereby expressly and specifically agreed-upon that the County has no adequate remedy at law for such breach or violation, or such other legal method as the County deems appropriate.

The undersigned further understands and attests the he/she/it recognizes that all rights and remedies accruing to the County are assignable in whole or in part and are cumulative; that is, the County may pursue such rights and remedies as the law and this instrument afford it in whatever order the County desires and the law permits. The County's resort to any one law(s) or remedy(ies) in advance of any other shall not result in waiver or compromise of any other law(s) or remedy(ies), and the County's resort to proceed at law or in equity against an owner-occupant(s) or tenant-occupant(s) for breach or violation contained herein or breach or violation of the applicable Affordable Housing Deed Restriction shall likewise be cumulative; that is, the County may simultaneously pursue such rights and remedies as it sees fit, without limitation, against both/either the Qualifier, owner-occupant(s) and tenant-occupant(s) of the applicable Affordable Housing Unit(s), and all parties comprising the undersigned in their entirety.

Failure by the undersigned, or owner-occupant(s) or tenant-occupant(s) of the applicable Affordable Housing Unit(s), to comply with or perform any act required by or under this instrument or the applicable Affordable Housing Deed Restriction, shall not impair the validity of the terms hereof, the **AFFORDABLE HOUSING** Deed Restriction, or limit their enforceability in any way.

Enforcement of the terms of this instrument and the applicable Affordable Housing Deed Restriction shall be at the discretion of the County. The County's delay or failure to enforce or omission in the exercise of any 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 County waiver of a breach or violation of a term hereof or of the applicable Affordable Housing Deed Restriction shall be construed to be a waiver of any succeeding breach of the same.

17. **Joint-and-Several Liability.** If the undersigned, or successors to the undersigned, is/are a party(ies) to any suit, action, or proceeding, in law or in equity, initiated or filed by the County to enforce any provision, restriction, or term contained herein, and consists of more than one person(s) or entity(ies), all such person(s) and entity(ies) shall be jointly-and-severally liable.

18. **Limitation of Liability.** In the event of any litigation concerning any term of this instrument or the Affordable Housing Deed Restriction, the undersigned hereby waives his/her/its right to a jury trial.
19. **Duty to Cooperate and No Arbitration.** The undersigned shall, to ensure the effective implementation of the government purpose furthered by this instrument and the subject affordable housing development and record instruments thereto, cooperate with the County's reasonable requests submitted to the undersigned regarding the terms contained herein. No suit, action, or proceeding arising out of, related to, or in connection with this instrument is subject to arbitration, and mediation proceedings initiated and conducted that arise out of, relate to, or are in connection with this instrument shall be in accordance with the Florida Rules of Civil Procedure.
20. **Modification.** The undersigned understands and agrees that no amendment, modification, or release to/of this Affidavit, the legal requirements and obligations herein, or the restrictions and duties cross-referenced and memorialized herein, is effective unless Monroe County expressly agrees, consents, and joins in writing thereto.
21. **Governing Laws/Venue.** This instrument is and the enforcement of the obligations, requirements, and terms established therefrom are governed by the Monroe County Comprehensive Plan, the Monroe County Code(s), and the Florida Statutes, and shall be liberally construed to effectuate the public purpose of this instrument. Exclusive venue for any dispute arising from or under, relating to, or in connection with this instrument shall be in the Sixteenth Judicial Circuit in and for Monroe County, Florida.
22. **Construction and Interpretation.** The construction and interpretation of Monroe County Comprehensive Plan provision(s), Monroe County Code provision(s), and the obligations, requirements, and terms contained herein, shall be deferred in favor of and liberally construed in favor of Monroe County to effectuate the County's public purpose of affordable housing and such construction and interpretation shall be entitled to great weight on trial and on appeal.
23. **Inconsistency, Partial Invalidity, Severability, and Survival of Provisions.** If any provision, obligation, requirement, or term contained herein, or any portion thereof, is/are held invalid or unenforceable in or by any administrative hearing officer or court of competent jurisdiction, the invalidity or unenforceability of such provision, obligation, requirement, or term, or portion thereof, shall neither limit nor impair the operation, enforceability, or validity of any other provision, obligation, requirement, or term, or portion thereof. All such other provisions, obligations, requirements, terms, and portions thereof shall continue unimpaired in full force and effect.
24. **No Waiver.** Monroe County shall not be deemed to have waived any rights or remedies to the provisions, obligations, requirements, and terms contained herein, unless such waiver has been stated both expressly and specifically.
25. **Authority to Attest.** The undersigned understands and warrants to Monroe County, Florida, that this Affidavit's execution has been duly authorized by all necessary corporate and other organizational action, as required.

26. **Counterparts.** The undersigned agrees that this Affidavit may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Affidavit by signing any such counterpart.

I/we certify that I/we the information contained herein is true and correct; and I/we attest that I/we shall abide by the provisions, obligations, requirements, and terms contained herein, and the provisions, obligations, requirements, and terms cross-referenced and memorialized herein, and all provision(s) of the Monroe County Comprehensive Plan and the Monroe County Code(s), as amended from time to time.

This Affidavit shall become effective immediately upon execution by the undersigned.

Off-Site/Linkage Property Signature Block for Property Owner(s):

WITNESSESS TO ALL:

ALL OWNER(S),

Witness No. 1 (Print Name)

Owner (Print Name)

Witness No. 1 (Signature)

Print Name and Title of Authorized
Capacity/Position

Signature of Authorized Person

Witness No. 2 (Print Name)

Entity Owner - Official Mailing Address (Print)

Witness No. 2 (Signature)

STATE OF _____

COUNTY OF _____

The foregoing instrument, **Monroe County Affordable Housing Qualification Affidavit**, was acknowledged and sworn before me this _____ day of _____, 20____, by _____, who is personally known to me or produced

(Name of authorized person signing)

_____ as proof of identification and did take an oath,

Signature Block for Property Owner(s) (Entity) Registered Agent:

Witness No. 1 (Print Name)

Entity - Registered Agent Name (Print)

Witness No. 1 (Signature)

Registered Agent Signature

Witness No. 2 (Print Name)

Entity Owner - Current Registered
Agent's Mailing Address (Print)

Witness No. 2 (Signature)

Date (Print)

STATE OF _____

COUNTY OF _____

The foregoing instrument, **Monroe County Affordable Housing Qualification Affidavit**, was acknowledged and sworn before me this _____ day of _____, 20____, by _____, who is personally known to me or produced

(Name of Registered Agent signing)

_____ as proof of identification and did take an oath,

Signature Block for Property Owner(s) of the site which triggered the Inclusionary Housing Requirement:

WITNESSESS TO ALL:

ALL OWNER(S),

Witness No. 1 (Print Name)

Owner (Print Name)

Witness No. 1 (Signature)

Signature of Owner

Witness No. 2 (Print Name)

Witness No. 2 (Signature)

STATE OF _____

COUNTY OF _____

The foregoing instrument, **Monroe County Affordable Housing Qualification Affidavit**, was acknowledged and sworn before me this _____ day of _____, 20____, by _____, who is personally known to me or produced

(Name of authorized person signing)

_____ as proof of identification and did take an oath,