

Prepared by/Return to:

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

Parcel I.D. Numbers: \_\_\_\_\_  
\_\_\_\_\_

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**AGGREGATION RESTRICTIVE COVENANT**

**THIS RESTRICTION 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,** \_\_\_\_\_, the undersigned are the sole owners of the following described real property located in Monroe County, Florida described as follows ("Property"):

**Parcel Address:** \_\_\_\_\_ **Approximate Mile Marker:** \_\_\_\_\_

**Parcel(s)/Lot(s):** \_\_\_\_\_ **Block:** \_\_\_\_\_

**Subdivision:** \_\_\_\_\_

**Key:** \_\_\_\_\_ **Plat Book:** \_\_\_\_ **Page:** \_\_\_\_

**Real Estate Number(s):** \_\_\_\_\_; and

2. **WHEREAS,** this Aggregation Restrictive Covenant restricts the use of the above legally described Property in order to receive a building permit; and

3. **WHEREAS,** the above described Property was assigned additional points in the Permit Allocation System for a building permit application, Permit Number: \_\_\_\_\_, for the voluntary reduction of density, for the retirement of development rights through aggregation of parcels and for the purpose of retirement of development rights through aggregation of legally platted, buildable lots.

4. **NOW, THEREFORE, IN CONSIDERATION** of the mutual promises and covenants set forth below, the undersigned agree as follows:

The foregoing recitals are true and correct and subject to the following terms and conditions:

**1. Restriction.**

A. Monroe County hereby imposes on the Property the following restriction:

The above described parcels shall be aggregated and shall have their respective density voluntarily reduced to one (1) residential building unit allocation in consideration of a building permit to build a single-family residence on; and

B. The undersigned, or, if applicable, the personal representative, heir, assign, or successor in title of the undersigned, hereby warrants that this Aggregation Restrictive Covenant is supported by adequate consideration; and

**2. Term.**

A. The restrictions herein shall be binding upon the undersigned and the personal representatives, heirs, assigns and successors in title of the undersigned; it being the intention of the undersigned by execution and recording of this document that this restriction shall run with the land and shall be forever binding upon the undersigned and the personal representatives, heirs, assigns, and successors in title of the undersigned; and

B. This covenant is intended to benefit and run in favor of the County of Monroe; and

C. The undersigned and all personal representatives, heirs, assigns, and successors in title of the undersigned shall and hereby agree(s) to reference this Aggregation Restrictive Covenant and all previously executed and recorded restrictions in any future instrument conveying title to or an interest in the Property, including the recording book and page numbers and document number of this restriction and all previously executed and recorded restrictions; and

**3. Recordation.**

A. The undersigned, or, if applicable, the personal representative, heir, assign, or successor in title of the undersigned, shall and hereby agree(s) to record this Aggregation Restrictive Covenant together with all appropriate and required Joinder(s) and/or Affidavit(s) of No Encumbrances with the Clerk of the Circuit Court of Monroe County within thirty (30) business days of the date on which the Monroe County Planning and Environmental Resources Department-issued allocation letter containing the original, to-be-recorded, Monroe County Planning and Environmental Resources Director-approved Aggregation Restrictive Covenant is either personally picked up by the undersigned or, if applicable, by the authorized agent, personal representative, heir, assign, or successor in title of the undersigned, or mailed by U.S. Postal Service Certified Mail to the

undersigned applicant or, if applicable, to the personal representative, heir, assign, or successor in title of the undersigned; and

- B. The undersigned, or, if applicable, the personal representative, heir, assign, or successor in title of the undersigned, shall solely pay any and all costs and expenses associated with such recordation; and

**4. Amendment, Modification, or Release.**

- A. No amendment or modification to this covenant is effective unless the County agrees, consents, and joins in writing thereto, and any amendment or modification to this covenant must be executed in writing by both the County and the undersigned, or, if applicable, by both the County and the personal representative, heir, assign, or successor in title of the undersigned; and
- B. The undersigned, or, if applicable, the personal representative, heir, assign, or successor in title of the undersigned shall and hereby agree(s) to record any amendment or modification to this Aggregation Restrictive Covenant together with all appropriate and required Joinder(s) and/or Affidavit(s) of No Encumbrances with the Clerk of the Circuit Court of Monroe County within thirty (30) business days of the date on which the original, to-be-recorded, Monroe County Planning and Environmental Resources Director-approved modification or amendment is either personally picked up by the undersigned or, if applicable, by the authorized agent, personal representative, heir, assign, or successor in title of the undersigned, or mailed by U.S. Postal Service Certified Mail to the undersigned applicant or, if applicable, to the personal representative, heir, assign, or successor in title of the undersigned applicant; and
- C. The undersigned or, if applicable, the personal representative, heir, assign, or successor in title of the undersigned, shall solely pay any and all costs and expenses associated with the recordation of any such amendment(s) or modification(s); and
- D. This Aggregation Restrictive Covenant may not be rescinded, voided, or released unless and until the Monroe County Board of County Commissioners (“BOCC”) approves such rescission, voidance, or release by BOCC Resolution; and

**5. Enforcement.**

- A. Monroe County (“County”) shall, without liability to the County, have site access to the Property at all reasonable times for the purpose of inspection to monitor and ensure compliance with the restriction contained herein; and
- B. In the event of any breach or violation of the covenant contained 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 terms hereof or to prevent the violation or breach of any of them, and to collect damages, and may enforce the covenant by emergency, preliminary, and permanent injunction or

such other legal method as the County deems appropriate. The undersigned, or, as applicable, the personal representative, heir, assign, or successor in title of the undersigned, hereby agrees to pay for all costs associated with the County's enforcement action(s); and

- C. If the County brings an action to enforce the restriction contained herein and prevails in any such action, on trial or appeal, the County shall be entitled to reasonable attorney's fees to be paid by the losing party(ies) as fixed by the court; and
  - D. The County's failure to enforce 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 the same violation or breach; and
  - E. If any condition, provision, or term of this covenant is held to be invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such provision shall neither limit nor impair the operation, enforceability, or validity of any other condition, provision, or term thereof. All such other conditions, provisions, or terms shall continue unimpaired in full force and effect; and
6. **Governing Law.** This restriction and the enforcement of the rights and obligations established hereby shall be subject to and governed by the laws of the State of Florida; and
7. **Paragraph Headings.** 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 to which they refer; and
8. **Effective Date.**
- A. This Aggregation Restrictive Covenant will become effective upon recordation in the Public Records of Monroe County, Florida; and
  - B. This Aggregation Restrictive Covenant constitutes the entire Aggregation Restrictive Covenant.
9. TO HAVE AND HOLD UNTO GRANTEE FOREVER.

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

EXECUTED ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 2017.

WITNESSES TO ALL:

OWNER(S)

\_\_\_\_\_  
1: Witness Signature

\_\_\_\_\_  
(Owner Signature)

\_\_\_\_\_  
(Print or Type Name of Witness)

\_\_\_\_\_  
(Print or Type Owner Name above)

\_\_\_\_\_  
(Complete Mailing Address above)

\_\_\_\_\_  
2: Witness Signature

\_\_\_\_\_  
(Co-Owner Signature)

\_\_\_\_\_  
(Print or Type Name of Witness)

\_\_\_\_\_  
(Co-Owner Print Name)

\_\_\_\_\_  
(Complete Mailing Address above)

This Aggregation Restrictive Covenant is made in reliance upon information, representations, and documents provided by the owner(s) of the Property. If, at some later date, the County determines that the information, representations, and/or documents contained false or misleading information material to the County's decision to assign additional points for the applicable building permit(s), the County reserves the right, in its discretion, to revoke the award of such points, and to pursue all remedies at law and equity, for injuries to the County caused by the submission of such false or misleading material information.

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument, Aggregation Restrictive Covenant, was sworn to, acknowledged and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, who is/are personally known to me or produced \_\_\_\_\_ as proof of identification and did take an oath.

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public (Print Name and Notary No.)

\_\_\_\_\_  
Notary Public (Signature)

**MONROE COUNTY, FLORIDA**  
**ACCEPTANCE OF**  
**AGGREGATON RESTRICTIVE COVENANT**

**In Witness Whereof**, Grantee accepts the Aggregation Restrictive Covenant granted above and executes this instrument the date set forth below.

Grantee Monroe County, Florida:

\_\_\_\_\_  
First Witness (Print Name)

\_\_\_\_\_  
Senior Director, Monroe County Planning and  
Environmental Resources Department (Print  
Name)

\_\_\_\_\_  
First Witness (Signature)

\_\_\_\_\_  
Senior Director, Monroe County Planning and  
Environmental Resources Department  
(Signature)

\_\_\_\_\_  
Second Witness (Print Name)

\_\_\_\_\_  
Date (Print)

\_\_\_\_\_  
Second Witness (Signature)

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

Before me, the undersigned authority, personally appeared \_\_\_\_\_,  
me this day of \_\_\_\_\_, \_\_\_\_\_ 2017, by who is personally known to me or  
produced \_\_\_\_\_ as proof of identification.

Sworn and subscribed to me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public (Print Name and Notary No.)

\_\_\_\_\_  
Notary Public (Signature)

# 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 Covenant of Unity of Title 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 Aggregation Restrictive Covenant, executed or to be executed in favor of Monroe County, Florida, with the intent that the Mortgage shall be subject and subordinate to the Unity of Title, executed at \_\_\_\_\_

(Place of Execution)

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

**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 \_\_\_\_\_, 2017, 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)

**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 a encumbrance dated \_\_\_\_\_  
in the original principal amount of \$ \_\_\_\_\_, given by \_\_\_\_\_  
\_\_\_\_\_ (“Encumbranced Owner(s)”), to \_\_\_\_\_

\_\_\_\_\_ (“Encumbranced Holder(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 “Encumbrance”),  
in the lands described in the Covenant of Unity of Title between \_\_\_\_\_,  
Unity of Title/Encumbranced Grantor(s), and Grantee Monroe County, Florida, hereby joins in,  
consents, ratifies, and subordinates the lien of its Encumbrance, to the foregoing Aggregation Restrictive  
Covenant, executed or to be executed in favor of Monroe County, Florida, with the intent that the  
Encumbrance shall be subject and subordinate to the Unity of Title, executed at

\_\_\_\_\_  
(Place of Execution)  
\_\_\_\_\_, on the date indicated below.

(Place of Execution (cont'd))

**IN WITNESS WHEREOF**, Mortgagee 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)

\_\_\_\_\_  
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 \_\_\_\_\_,  
2017, 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 (Signature)

Notary Public Seal



# Grantor(s') Affidavit of No Encumbrances

(If Applicable)

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 Address:** \_\_\_\_\_ **Approximate Mile Marker:** \_\_\_\_\_  
**Parcel(s)/Lot(s):** \_\_\_\_\_ **Block:** \_\_\_\_\_  
**Subdivision:** \_\_\_\_\_  
**Key:** \_\_\_\_\_ **Plat Book:** \_\_\_\_\_ **Page:** \_\_\_\_\_  
**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 Aggregation Restrictive Covenant 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 Monroe County Covenant of Unity of Title application corresponding to this Affidavit of No Encumbrances.

**EXECUTED ON THIS** \_\_\_\_\_ day of \_\_\_\_\_, 2017.

WITNESSES TO ALL

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)

\_\_\_\_\_  
Owner-Grantor No. 2 (Print Name)

\_\_\_\_\_  
Witness No. 2 (Signature)

\_\_\_\_\_  
Owner-Grantor No. 2 (Signature)

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

The foregoing instrument, Grantor(s') Affidavit of No Encumbrances, was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, 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)

Prepared by/Return to:

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

Parcel I.D. Numbers: \_\_\_\_\_

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**AFFIDAVIT AS TO AUTHORITY UNDER TRUST**

(If Applicable)

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

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.

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

Parcel Address: \_\_\_\_\_ Approximate Mile Marker: \_\_\_\_\_

Parcel(s)/Lot(s): \_\_\_\_\_ Block: \_\_\_\_\_

Subdivision: \_\_\_\_\_

Key: \_\_\_\_\_ Plat Book: \_\_\_\_\_ Page: \_\_\_\_\_

Real Estate Number(s): \_\_\_\_\_; and

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

2. THAT the real estate 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.

3. THAT consistent with the foregoing, I, the undersigned, swear under penalty of perjury that under the Trust, said Trust's terms, and (if any) all amendments thereto, I (the undersigned) am duly authorized to execute in relation to the aforesaid real estate (select one):

- \_\_\_\_\_;  
(Name and No. of Monroe County Building Department or Monroe County Planning & Environmental Resources Department Permit Application, Form, or Other Development Approval Instrument)
- All Monroe County Building Department and Monroe County Planning & Environmental Resources Department Permit Applications, Forms, and Other Similar Monroe County Development Approval Documents and Instruments

4. **IN WITNESS WHEREOF**, I have executed this Affidavit under penalty of perjury on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
(Month) (Year)

WITNESSESS TO ALL:

AUTHORIZED TRUST OFFICIAL:

\_\_\_\_\_  
 Witness No. 1 (Print Name)

\_\_\_\_\_  
 Authorized Official (Print Name)

\_\_\_\_\_  
 Witness No. 1 (Signature)

\_\_\_\_\_  
 Authorized Official (Signature)

\_\_\_\_\_  
 Witness No. 2 (Print Name)

\_\_\_\_\_  
 Witness No. 2 (Signature)

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

The foregoing 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)

Prepared by/Return to:

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

Parcel I.D. Numbers: \_\_\_\_\_

\_\_\_\_\_

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**MONROE COUNTY, FLORIDA**  
**COVENANT OF UNITY OF TITLE**

**THIS UNITY OF TITLE 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 Unity of Title is granted this \_\_\_\_\_ day of \_\_\_\_\_, 2017 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 Address:** \_\_\_\_\_ **Approximate Mile Marker:** \_\_\_\_\_

**Parcel(s)/Lot(s):** \_\_\_\_\_ **Block:** \_\_\_\_\_

**Subdivision:** \_\_\_\_\_

**Key:** \_\_\_\_\_ **Plat Book:** \_\_\_\_\_ **Page:** \_\_\_\_\_

**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 Comprehensive Plan and the Monroe County Code(s); and
5. **WHEREAS**, Monroe County Comprehensive Plan Policy 101.6.4 (2017) and Monroe County Code § 138 (2017) require(s) this Unity of Title; and
6. **WHEREAS**, this Unity of Title is located on the above legally described servient estate property; and
7. **WHEREAS**, Grantor(s) hereby attest(s) his/her/its/their recognition that this Unity of Title does not allow the servient estate property to be divided into separate parcels owned by multiple owners; and
8. **WHEREAS**, Grantor(s) hereby attest(s) his/her/its/their recognition that the servient estate property shall hereafter exclusively be considered as one parcel of land, and that no portion of said parcel of land may hereafter be sold, transferred, devised, or assigned separately, except in its entirety as one parcel of land; and
9. **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 attest(s) to Grantee that no such mortgage(s) and that no such other encumbrance(s) exist(s); and
10. **WHEREAS**, this Unity of Title is granted in consideration of and in furtherance of approval of a new Monroe County ROGO permit allocation application number \_\_\_\_\_ entering the ROGO permit allocation system after July 13, 2016; and
11. **WHEREAS**, the undersigned Grantor(s) and Grantee hereby attest that such County consideration and approval(s) was/were issued pursuant to this Unity of Title, and that this Unity of Title is supported by good and valuable consideration; and
12. **WHEREAS**, this Unity of Title 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; and
13. **WHEREAS**, this Unity of Title 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

14. **NOW, THEREFORE**, as an inducement to Grantee for and in consideration of Grantee's issuance of the aforesaid consideration and 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 Covenant of Unity of Title 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) This Unity of Title does not allow the servient estate property to be divided into separate parcels owned by multiple owners; and
- 3) The servient estate property shall hereafter exclusively be considered as one parcel of land, and that no portion of said parcel of land may hereafter be sold, transferred, devised, or assigned separately, except in its entirety as one parcel of land; and
- 4) The undersigned Grantor(s) hereby covenant(s) with Grantee that Grantor(s) is/are lawfully seized of the servient estate property in fee simple free and clear of all encumbrances that are inconsistent with the terms of and exhibits attached to this Unity of Title, and fully attest(s), warrant(s), and defend(s) the title to and interest in the Unity of Title hereby conveyed against the lawful claims of all persons whomsoever; and
- 5) This Unity of Title is intended to benefit, run with the land in favor of, and shall inure to Grantee Monroe County, Florida; and
- 6) This Unity of Title constitutes a real property interest immediately vested in Grantee; and
- 7) 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 therein before delinquency, shall keep such levies and assessments current, and shall not allow any lien(s) on the servient estate property superior to this Unity of Title. 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 Unity of Title, 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 which shall automatically relate back to the recording date of this Unity of Title; and
- 8) **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

9) **Recordation, Amendment, Modification, or Release.**

- A. The servient estate property cannot 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); and
- B. The undersigned Grantor(s) hereby agree(s) to and shall file this Unity of Title together with all appropriate and required Joinder(s) with the Clerk of the Circuit Court of Monroe County, and shall record this Unity of Title 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) shall solely pay any and all costs and expenses associated with such filing(s), re-filing(s), recordation(s), and re-recordation(s); and
- C. No amendment or modification to this Unity of Title is effective unless Grantee agrees, consents, and joins in writing thereto, and any amendment or modification to this Unity of Title must be executed in writing by both Grantee and the undersigned Grantor(s); and
- D. The undersigned Grantor(s) shall file any such amendment or modification to this Unity of Title 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 Unity of Title together with all appropriate and required Joinder(s) in the Official Records of Monroe County, Florida; and
- E. 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
- F. This Unity of Title 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

10) **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 Unity of Title together with (simultaneously in date and time with) all future development applications relating to the servient estate property. 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 Unity of Title 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 Unity of Title and all previously executed and recorded restrictions in any future instrument conveying title to or an interest in the servient estate property, including the recording book and page number(s) and document number(s) of this Unity of Title 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 Unity of Title into any subsequent deed or other legal instrument by which he/she/it/they divest(s) himself/herself/itself/themselves(s) of any title to or interest in the servient estate property; and

11) **Joint-and-Severall 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

12) **Non-Assignability.** This Unity of Title 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, unless such assignment is first approved by Monroe County BOCC Resolution; 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: Unity of Title**

2798 Overseas Highway, Marathon, FL 33050.

And with a copy to:

Monroe County Attorney's Office

**Subject: Unity of Title**

1111 12th Street, Suite 408

Key West, FL 33040

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 Unity of Title, 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 Unity of Title (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 Unity of Title, 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 Unity of Title; and
- C. **No Waiver**. Grantee shall not be deemed to have waived any rights under this Unity of Title unless such waiver has been given, within this instrument both expressly and specifically; and
- D. **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 Unity of Title 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 Unity of Title or be subject to any personal liability or accountability by reason of the execution of this Unity of Title; and
- E. **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 Unity of Title 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. **Default Notice**. 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 such defaulting party(ies), 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
- B. **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 Unity of Title shall, without any additional notice beyond this Unity of Title'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 Unity of Title 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 Unity of Title, applied for or issued for work to be undertaken at or upon the servient estate property, 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. 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 Unity of Title, 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 Unity of Title are not subject to arbitration, and that mediation proceedings initiated and conducted that arise out of, relate to, or are in connection with this Unity of Title 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 Unity of Title 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

Unity of Title 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 Unity of Title shall not impair the validity of this Unity of Title 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 Unity of Title 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) **Miscellaneous.**

- A. **Duty to Cooperate.** Where required under this Unity of Title 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 Unity of Title, 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

- 18) **Inconsistency, Partial Invalidity, Severability, and Survival of Provisions.** If any condition, provision, reservation, restriction, right, or term of this Unity of Title, 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

- 19) **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
- 20) **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 Unity of Title's provision(s), restriction(s), right(s), and term(s) running in favor of Grantee Monroe County, Florida; and
- 21) **Governing Laws/Venue.** This Unity of Title is and the construction and enforcement of the restrictions, terms, and obligations established therefrom are governed by the Monroe County Comprehensive Plan and the Monroe County Code(s), and shall be liberally construed and enforced in favor of the grant to effectuate the public purpose of this Unity of Title and the policy(ies) and purpose(s) of the Monroe County Comprehensive Plan and the Monroe County Code(s). Exclusive venue for any dispute arising from or under, relating to, or in connection with this Unity of Title shall be in the Sixteenth Judicial Circuit in and for Monroe County, Florida; and
- 22) **Authority to Attest.** Each party to this Unity of Title represents and warrants to the other that the execution, delivery, and performance of this Unity of Title has been duly authorized by all necessary corporate and other organizational action, as required; and
- 23) **Integration/Merger.** This Covenant of Unity of Title constitutes the entire Covenant of Unity of Title and any representation or understanding of any kind preceding the date of this Unity of Title'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 Unity of Title; and
- 24) **Effective Date.** This Unity of Title will become effective upon recordation in the Official Records of Monroe County, Florida; and

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

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

EXECUTED ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESSES TO ALL:

**GRANTOR(S)**

1: Witness Signature

(Grantor No. 1 Signature)

(Print or Type Name of Witness)

(Print or Type Grantor No. 1 Name above)

(Complete Mailing Address above)

2: Witness Signature

(Grantor No. 2 Signature)

(Print or Type Name of Witness)

(Grantor No. 2 Print Name)

(Complete Mailing Address above)

**STATE OF \_\_\_\_\_**

**COUNTY OF \_\_\_\_\_**

The foregoing instrument, **Monroe County Covenant of Unity of Title**, 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)**

**MONROE COUNTY, FLORIDA**

**ACCEPTANCE OF UNITY OF TITLE**

**In Witness Whereof**, Grantee accepts the Covenant of Unity of Title granted above and executes this instrument the date set forth below.

Grantee Monroe County, Florida:

\_\_\_\_\_  
First Witness (Print Name)

\_\_\_\_\_  
Senior Director, Monroe County Planning and Environmental Resources Department (Print Name)

\_\_\_\_\_  
First Witness (Signature)

\_\_\_\_\_  
Senior Director, Monroe County Planning and Environmental Resources Department (Signature)

\_\_\_\_\_  
Second Witness (Print Name)

\_\_\_\_\_  
Date (Print)

\_\_\_\_\_  
Second Witness (Signature)

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

Before me, the undersigned authority, personally appeared \_\_\_\_\_, me this day of \_\_\_\_\_, \_\_\_\_\_ 2017, by who is personally known to me or produced \_\_\_\_\_ as proof of identification.

Sworn and subscribed to me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public (Print Name and Notary No.)

\_\_\_\_\_  
Notary Public (Signature)

## 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 Covenant of Unity of Title 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 Covenant of Unity of Title, executed or to be

executed in favor of Monroe County, Florida, with the intent that the Mortgage shall be subject and  
subordinate to the Unity of Title, executed at \_\_\_\_\_

(Place of Execution)

\_\_\_\_\_, on the date indicated below.

(Place of Execution (cont'd))

**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 \_\_\_\_\_,  
2017, 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)



**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 a encumbrance dated \_\_\_\_\_ in the original principal amount of \$ \_\_\_\_\_, given by \_\_\_\_\_ (“Encumbranced Owner(s)”), to \_\_\_\_\_

\_\_\_\_\_ (“Encumbranced Holder(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 “Encumbrance”), in the lands described in the Covenant of Unity of Title between \_\_\_\_\_, Unity of Title/Encumbranced Grantor(s), and Grantee Monroe County, Florida, hereby joins in, consents, ratifies, and subordinates the lien of its Encumbrance, to the foregoing Covenant of Unity of Title, executed or to be executed in favor of Monroe County, Florida, with the intent that the Encumbrance shall be subject and subordinate to the Unity of Title, executed at \_\_\_\_\_

(Place of Execution)

\_\_\_\_\_, on the date indicated below.

(Place of Execution (cont'd))

**IN WITNESS WHEREOF**, Mortgagee 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)

\_\_\_\_\_  
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 \_\_\_\_\_, 2017, 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)

**Grantor(s') Affidavit of No Encumbrances**

(If Applicable)

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 Address:** \_\_\_\_\_ **Approximate Mile Marker:** \_\_\_\_\_

**Parcel(s)/Lot(s):** \_\_\_\_\_ **Block:** \_\_\_\_\_

**Subdivision:** \_\_\_\_\_

**Key:** \_\_\_\_\_ **Plat Book:** \_\_\_\_\_ **Page:** \_\_\_\_\_

**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 Monroe County Covenant of Unity of Title 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 Monroe County Covenant of Unity of Title application corresponding to this Affidavit of No Encumbrances.

**EXECUTED ON THIS** \_\_\_\_\_ day of \_\_\_\_\_, 2017.

WITNESSES TO ALL

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)

\_\_\_\_\_  
Owner-Grantor No. 2 (Print Name)

\_\_\_\_\_  
Witness No. 2 (Signature)

\_\_\_\_\_  
Owner-Grantor No. 2 (Signature)

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

The foregoing instrument, Grantor(s') Affidavit of No Encumbrances, was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, 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)

Prepared by/Return to:

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

Parcel I.D. Numbers: \_\_\_\_\_

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

**AFFIDAVIT AS TO AUTHORITY UNDER TRUST**

(If Applicable)

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

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.

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

**Parcel Address:** \_\_\_\_\_ **Approximate Mile Marker:** \_\_\_\_\_

**Parcel(s)/Lot(s):** \_\_\_\_\_ **Block:** \_\_\_\_\_

**Subdivision:** \_\_\_\_\_

**Key:** \_\_\_\_\_ **Plat Book:** \_\_\_\_\_ **Page:** \_\_\_\_\_

**Real Estate Number(s):** \_\_\_\_\_; and

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

2. THAT the real estate 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.

3. THAT consistent with the foregoing, I, the undersigned, swear under penalty of perjury that under the Trust, said Trust's terms, and (if any) all amendments thereto, I (the undersigned) am duly authorized to execute in relation to the aforesaid real estate (select one):

- \_\_\_\_\_;  
(Name and No. of Monroe County Building Department or Monroe County Planning & Environmental Resources Department Permit Application, Form, or Other Development Approval Instrument)
- All Monroe County Building Department and Monroe County Planning & Environmental Resources Department Permit Applications, Forms, and Other Similar Monroe County Development Approval Documents and Instruments

4. **IN WITNESS WHEREOF**, I have executed this Affidavit under penalty of perjury on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
(Month) (Year)

WITNESSESS TO ALL:

AUTHORIZED TRUST OFFICIAL:

\_\_\_\_\_  
 Witness No. 1 (Print Name)

\_\_\_\_\_  
 Authorized Official (Print Name)

\_\_\_\_\_  
 Witness No. 1 (Signature)

\_\_\_\_\_  
 Authorized Official (Signature)

\_\_\_\_\_  
 Witness No. 2 (Print Name)

\_\_\_\_\_  
 Witness No. 2 (Signature)

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing 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)