

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

**Prepared by:**

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

**MONROE COUNTY, FLORIDA**  
**GRANT OF CONSERVATION EASEMENT**

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

1. **WHEREAS**, this Conservation Easement (hereinafter "easement") is granted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, 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 incorporated as if fully stated herein:

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

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

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

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

**Property Identification Number(s):** \_\_\_\_\_; and

**If Metes-and-Bounds Description Attached, Attached as Exhibit:** \_\_\_\_\_; 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, Florida Constitution, Florida Statutes, and Monroe County Code(s) in order to protect the public health, safety, and welfare, and this easement constitutes a real property interest immediately vested in Grantee, and is intended to benefit, run with the land in favor of, and shall inure to Grantee; and

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

\_\_\_\_\_ ; and

5. **WHEREAS**, the Grantor(s) desire(s) to develop the servient estate property as:

\_\_\_\_\_ (hereinafter “development” or “project”); and

6. **WHEREAS**, Monroe County Code § 110-97(g.), Monroe County Code § 118-3, Monroe County Code § 118-9, Monroe County Code § 118-10(d.)-(7)(a.)-(e.), Monroe County Code § 118-12(b.)-(4)(b.), Monroe County Code § 118-12(c.)-(2), Monroe County Code § 130-131(c.), Monroe County Code § 130-160(a.)-(8.), and Monroe County Code § \_\_\_\_\_, or its/their equivalent Monroe County Code(s) provision(s), require(s) that certain areas of the servient estate property be retained as open space and be preserved in their natural condition; and

7. **WHEREAS**, this easement is a conservation easement, which, as referred to in Florida Statute § 704.06(1)-(9) (2019), is a right or interest in real property which right or interest is appropriate to retaining land or water areas predominantly in their natural, scenic, open, agricultural, or wooded condition; retaining such areas as suitable habitat for fish, plants, or wildlife; retaining the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance; or maintaining existing land uses and which prohibits or limits any or all of: Construction or placing of buildings, roads, signs, billboards, or other advertising, utilities, or other structures on or above the ground; Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials; Removal or destruction of trees, shrubs, or other vegetation; Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface; Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition; Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation; Acts or uses detrimental to such retention of land or water areas; Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance; and

8. **WHEREAS**, Grantor(s), and tenant(s) thereto, releases, waives, and discharges Grantee from any and all damages, claims, or liability, for any alleged diminution to the value of the above legally described servient estate property allegedly arising out of, related to, or in connection with this easement, and, further, warrant that this easement has not been acquired through direct or inverse condemnation. Grantor(s) further certify and warrant that neither party is under coercion or duress, nor has been forced into this agreement in any way, and that neither Section 163.045, Florida Statutes (2019), now or as later amended, re-numbered, or re-codified, nor Section 823.14, Florida Statutes (2019), now or as later amended, re-numbered, or re-codified, shall apply in any way to the servient estate property or conservation easement area described therein; 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, the undersigned Grantor(s) and the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s) (hereinafter “Grantor(s)”), certify and warrant to Grantee that no such mortgage(s) and that no such other encumbrance(s) exist(s); and

10. **WHEREAS**, this easement is granted in consideration of building permit application number/planning approval \_\_\_\_\_, for which the Grantor(s) is the applicant, and Grantor(s) and Grantee warrant that such approval(s) was issued pursuant to this easement; and
11. **WHEREAS**, this easement does not discharge, exempt, waive, or otherwise release Grantor(s) or tenant(s) thereto from their duty to obtain required federal, state, County, and local approval(s) for any future development, construction of structures, or establishment of uses upon the servient estate property or easement area therein, and does not discharge, exempt, waive, or otherwise release them from their duty to comply with any additional requirements based upon the Florida Building Code and/or floodplain design requirements; and
12. **NOW, THEREFORE**, in consideration of the aforesaid approval(s), and as an inducement to Grantee for said approval(s), together with other good and valuable consideration, the adequacy, sufficiency, and receipt of which are hereby attested to, Grantor(s) establishes a perpetual conservation easement for and in favor of Grantee upon the above legally described servient estate property which shall run with the land and be binding upon the Grantor(s) and tenant(s) thereto, and shall remain in full force and effect forever, and Grantor(s) declares and grants as follows:
1. The foregoing recitals are true and correct and are incorporated as if fully stated herein; and
  2. Grantor(s) covenants with Grantee that Grantor(s) is lawfully seized of said property in fee simple free and clear of all encumbrances that are inconsistent with the terms of this easement, and fully warrants and shall defend Grantee's interest in the easement hereby conveyed against the lawful claims of all persons whomsoever; and
  3. Grantor(s) and tenant(s) thereto shall bear all costs related to the maintenance, operation, and upkeep of the servient estate property and conservation easement area therein. Grantee shall have no responsibility for any costs related to the maintenance, operation, or upkeep of the servient estate property and conservation easement area therein. Grantor(s) shall pay all taxes, assessments, fees, and charges of whatever description levied upon or assessed by competent authority on the servient estate property and conservation easement therein before delinquency, shall keep such levies and assessments current, and shall not allow any lien(s) on the servient estate property or conservation easement area superior to this easement. In the event of failure to so disallow or remove such lien(s), to extinguish such lien(s), and/or to obtain subordination of such lien(s), in addition to any other remedy, the damage(s) and/or debt(s) owed to Grantee shall constitute a foreclosable lien against the servient estate property and conservation easement area therein which shall automatically relate back to the recording date of this easement. Grantee may foreclose this lien on the servient estate and conservation easement area therein, and may elect to proceed in the manner provided for, including, but not limited to, mortgage foreclosure upon real property and/or pursuant to Chapter 162, Florida Statutes; and
  4. **Depiction of Conservation Easement Area**. The Exhibit depicting this easement shall meet the minimum technical location and description standards for easements required under the Monroe County Comprehensive Plan, Monroe County Code(s), the Florida Administrative Code, and Florida Statute § 704.06 (2019), or the equivalent provision(s) governing "conservation easements" as used in the Florida Statutes, or as otherwise required by Grantee; and
  5. **Construction and Interpretation**. The construction and interpretation of this instrument and all Monroe County Comprehensive Plan provision(s), Florida Building Code, Florida Statutes, 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 in adversarial administrative proceedings, at trial, bankruptcy, and on appeal; and

6. By these presents the Grantor(s) impose and shall impose in perpetuity the following restrictions (though not an exhaustive recital of all inconsistent practices, structures, and uses) on the development and structures that may be placed upon and uses of the servient estate property within the conservation easement area:
- A. No placing of buildings, roads, signs (other than those exclusively delineating the conservation easement area), billboards or other advertising, utilities, or other structures in, on, or above, the conservation easement area.
  - B. No construction or placing of permanent buildings, mobile homes, temporary structures, or other structures in, on, or above, the conservation easement area.
  - C. No dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials, in, on, or above, the conservation easement area.
  - D. No removal or destruction of trees, shrubs, or other vegetation (living or dead) in, on, or above, the conservation easement area.
  - E. No dredging, excavation, or removal of loam, peat, gravel, soil, rock, dead or decaying vegetation, or other material substance in such manner as to affect the surface, in, on, or above, the conservation easement area.
  - F. No exploration or extraction of clay, coal, coral, fill, gravel, limerock, limestone, marl, minerals, muck, natural gas, peat, petroleum, rock, sand, shale, shell, and other similar substances, in, on, or above, the conservation easement area.
  - G. No surface use except for purposes that permit the land or water area to remain predominantly in its natural condition.
  - H. No activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
  - I. No acts or uses detrimental to such retention of land or water areas.
  - J. No animal husbandry or commercial, personal, or recreational bovine, equine, poultry, swine, or similar agricultural or livestock activities or operations, or aquaculture or mariculture activities or operations.
  - K. No permanent or temporary feedlot may be established or maintained in the conservation easement area. For the purpose of this subsection, a "feedlot" is a confined or unconfined area or facility within which such land is used to fatten, feed, or otherwise nourish and sustain cattle, horses, poultry, swine, and similar livestock animals.
  - L. No planting or seeding of non-native plants, invasive plants, or exotic plants, in, on, or above, the conservation easement area. All non-native plants, invasive plants, and exotic plants shall be

continuously removed using hand tools only, and such plants shall not be removed using mechanized clearing.

- M. Grantor(s) and tenant(s) thereto shall not park, store, or otherwise place, or permit the parking, placement, or storage of, a vessel or vessels in, on, or above the conservation easement area.<sup>1</sup> Grantor(s) and tenant(s) thereto shall not park, store, or otherwise place, or permit the parking, placement, or storage of, a motor vehicle or motor vehicles in, on, or above the conservation easement area.<sup>2</sup> Grantor(s) and tenant(s) thereto shall not park, store, or otherwise place, or permit the parking, placement, or storage of, other mechanized vehicles including but not limited to jet skis, off-road vehicles, dune buggies, or all-terrain vehicles in, on, or above the conservation easement area. Grantor(s) and tenant(s) thereto shall not operate a motor vehicle or motor vehicles in, over, or upon the conservation easement area.<sup>3</sup> Grantor(s) and tenant(s) thereto shall not operate other mechanized vehicles including but not limited to off-road vehicles, dune buggies, or all-terrain vehicles in, over, or upon the conservation easement area.
- N. No acts or uses detrimental to the preservation of the structural integrity or physical appearance of a building, site, structure, object, or property(ies) of historical, architectural, archaeological, or cultural significance. The Grantor(s) and tenant(s) thereto shall notify the Monroe County Planning & Environmental Resources Department and the Florida Department of State - Division of Historical Resources or its successor if an archaeological, architectural, cultural, or historical building, site, structure, or object is discovered on the servient estate property or conservation easement area therein, and any such building, site, structure, or object deemed to be of archaeological, architectural, cultural, or historical significance shall be afforded the same protection as a significant building, site, structure, and object known to exist at the time of entering into this easement.
- O. \_\_\_\_\_.
- P. Neither this conservation easement nor the terms and restrictions imposed herein constitute permit authorization for or approval of the construction, operation, or use of passive residential, commercial, or recreational activity(ies) upon the servient estate property or conservation area therein. Any such work shall be subject to all applicable federal, state, Monroe County, and/or local permitting, approval, and inspection requirements; and

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

- A. Neither the servient estate property nor the conservation easement area therein may be subdivided, re-subdivided, platted, re-platted, or conveyed as separate parcels or transferred as separate parcels unless Grantee agrees, consents, and joins in writing thereto, and any such subdivision, re-subdivision, platting, re-plating, 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 Grantor(s); and
- B. No amendment or modification to this easement is effective unless Grantee agrees, consents, and joins in writing thereto, and any amendment or modification to this easement must be executed in writing by

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<sup>1</sup> The term "vessel" as used herein shall mean "vessel" as defined under Florida Statute § 327.02 (2019), or the equivalent statutory provision(s) governing the definition of "vessel" as used in the Florida Statutes.

<sup>2</sup> The term "motor vehicle" as used herein shall mean "motor vehicle" as defined under Florida Statute § 320.01 (2019), or the equivalent statutory provision(s) governing the definition of "motor vehicle" as used in the Florida Statutes.

<sup>3</sup> The term "motor vehicle" as used herein shall mean "motor vehicle" as defined under Florida Statute § 320.01 (2019), or the equivalent statutory provision(s) governing the definition of "motor vehicle" as used in the Florida Statutes.

both Grantee and the Grantor(s). Grantor(s) shall file any such amendment or modification to this easement together with all appropriate and required Joinder(s) with the Clerk of Court and shall record any such amendment or modification to this easement together with all appropriate and required Joinder(s) in the Official Records of Monroe County, Florida. 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). This easement may not be rescinded, voided, or released unless and until the Monroe County Board of County Commissioners (hereinafter "BOCC") approves such rescission, voidance, or release by BOCC Resolution; and

8. **Recordation.** Grantor(s) shall file this easement together with all appropriate and required Joinder(s) with the Clerk of Court, and shall record this easement together with all appropriate and required Joinder(s) in the Official Records of Monroe County, Florida, and shall re-file and re-record these at any time Grantee may require to preserve its (Grantee's) rights, and Grantor(s) shall solely pay any and all costs and expenses associated with such acts; and
9. **Subsequent Reference Requirement.** Grantor(s) and tenant(s) thereto shall submit a copy of this recorded easement together with (simultaneously in date and time with) all future development applications relating to the servient estate property and/or conservation easement area therein. Such submission by the 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 including all reviewing federal, state, Monroe County, and local agencies, departments, and offices in receipt of or otherwise receiving such development application(s). Grantor(s) and tenant(s) thereto shall reference this easement 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 easement and all previously executed and recorded restrictions; and
10. **Joint-and-Severall Liability.** If Grantor(s) or tenant(s) thereto, or any other non-County natural or legal person(s) are party(ies) to any suit, action, or proceeding, in law or in equity, initiated or filed by Grantee to enforce any provision(s), restriction(s), or term(s) contained herein, and consist(s) of more than one person(s) or entity(ies), such person(s) and entity(ies) shall be jointly and severally liable; and
11. **Non-Assignability.** This easement shall not be assignable by the Grantor(s), or tenant(s) thereto, or by any other non-County party with title to or an interest in the servient estate property or conservation easement therein, unless such assignment is first approved by Monroe County BOCC Resolution; and
12. **Notice and Service of Process.**
  - A. **Notice - To Grantee.** All notices, consents, approvals, or other communications to Grantee 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 and Environmental Resources Department  
**Attn: Senior Director**  
**Subject: Conservation Easement**  
2798 Overseas Highway, Marathon, FL 33050.

With a copy to:



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

- B. **Notice - To Grantor(s)**. All notices, consents, approvals, or other communications to the Grantor(s) or tenant(s) thereto shall be in writing and shall be deemed properly served if sent by U.S. Postal Service Certified Mail, return receipt requested, to his/her/its address of record with the Monroe County Property Appraiser's Office or to his/her/its address of record with the Monroe County Tax Collector's Office. Actual notice is not required for Grantee to perfect notice upon Grantor(s) or tenant(s) thereto. Grantee shall be deemed to have satisfied, for due process purposes, the requirement to provide adequate or sufficient notice to Grantor(s) or tenant(s) thereto by unsuccessfully attempting service twice; and
13. **Dispute Resolution - Meet-and-Confer Prerequisite**. Grantor(s) and tenant(s) thereto agree(s) that as a first condition precedent to his/her/its initiation of litigation or adversarial administrative proceedings against Grantee in the form of a suit, action, or proceeding arising out of, related to, or in connection with this easement, he/she/it shall first, prior to the initiation of such suit or action, attempt to resolve their dispute or disagreement by formally arranging for an explicitly disclosed pre-litigation meet-and-confer session between himself/herself/itself and Monroe County Planning & Environmental Resources Department staff and counsel to the Department. If no resolution can be agreed upon within thirty (30) calendar days after the occurrence of said meet-and-confer session, such issue(s) shall next, as a second condition precedent to the initiation of such suit, action, or proceeding, be discussed at a regular meeting of the Monroe County BOCC occurring in the same geographic sub-area as the geographic location of the conservation easement (i.e., Upper Keys - Key Largo, Middle Keys - Marathon, Lower Keys - Key West). Grantor(s) and tenant(s) thereto agree(s) that if he/she/it files a Complaint or otherwise initiates an action, suit, or proceeding against Grantee without satisfying these conditions precedent, Grantee shall be automatically entitled to an Order granting Grantee's later-filed Motion to Dismiss and Florida Statute § 57.105 (2019) Motion for Sanctions, Costs, and Attorney's Fee (or, at Grantee's election (if applicable), their federal equivalent(s) or non-Florida equivalent(s)); and
14. **No Waiver and Limitation of Liability**. Grantee shall not be deemed to have waived any rights under this easement unless such waiver has been given within this easement both expressly and specifically. In the event of any litigation or proceeding concerning the conditions, provisions, restrictions, or terms of this easement, Grantor(s) and tenant(s) thereto expressly waive their right to a jury trial. Grantor(s) and tenant(s) thereto agree that no charge(s) or claim(s) shall be made by it for any delay(s) or hindrance(s) attributable to Grantee during the progress of any portion of or after this easement goes into effect; and
- A. **No Personal Liability**. Grantee 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. No covenant, provision, or term of this easement shall be deemed to be a covenant or agreement of any officer, employee, or agent of Grantee in his or her individual capacity, and no officer, employee, or agent of Grantee shall be liable personally in this easement or be subject to any personal liability or accountability by reason of the execution or performance of this easement; and
- B. **Non-Reliance by Third-Parties**. No person or entity shall be entitled to rely upon the terms, or any of them, of this easement to enforce or attempt to enforce any third-party claim(s) or entitlement(s) to or benefit(s) of any service(s), term(s), or program(s) contemplated hereunder; and

15. **Enforcement.** Grantee shall, without liability to Grantee, have site access to the conservation easement area at all reasonable times, with no less than twenty-four (24) hours' reasonable actual or constructive notice, for the purpose of inspection to monitor and ensure compliance with the restrictions and terms contained herein. Grantee's designees shall include city, county, and/or State code and/or building inspectors, and the like, without limitation. Grantee's right of site access to the conservation easement area shall include the right to use vehicles and all necessary equipment to determine if Grantor(s) or tenant(s) thereto have complied with or are complying with the restrictions and terms hereof; and

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

1. Uncured breach(es) or violation(s), by Grantor(s) or tenant(s) thereto of the terms of or restrictions imposed by this conservation easement shall, without any additional notice beyond this easement's recordation, entitle Grantee to immediately suspend and/or rescind, without liability to Grantee, development applications, pending permits, approvals, and inspections, and issued development order(s) contingent upon the effectiveness and compliant status of this conservation easement, applied or issued for work to be undertaken at or upon the servient estate property and/or conservation easement area therein, except for those permits, approvals, and/or inspections necessary to cure such breach(es) or violation(s). Such uncured breach(es) or violation(s) shall be presumed to constitute breach(es) or violation(s) that is/are irreparable or irreversible in nature; and
2. In the event of any suit, action, or proceeding, in law or in equity, by Grantee to enforce the restrictions or terms contained herein, if Grantee prevails in any such suit, action, or proceeding, on trial or appeal, Grantee shall be entitled to reasonable attorney's fees, including trial, appellate, bankruptcy, and post-judgment costs and collection proceedings for the maintenance or defense of any such suit, action, or proceeding, to be paid by the losing party(ies) as fixed by the court, as well as the reasonable cost(s) of restoring the above legally described servient estate property's conservation easement area to its natural vegetative and hydrologic condition that existed at the time of execution and recordation of this conservation easement. Any judgment or ruling so rendered in favor of Grantee shall bear interest at the highest rate allowed by law. Grantee 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. Grantor(s) and tenant(s) thereto agree that he/she/it will not attempt to, and cannot, discharge any obligations or restrictions contained herein or any fines or penalties arising from violation of this easement in any future proceeding, including but not limited to, a filing for or petition for bankruptcy. Grantor(s) and tenant(s) thereto agree that no suit, action, or legal proceeding arising out of, related to, or in connection with this easement shall be subject to arbitration, and that mediation proceedings initiated and conducted that arise out of, relate to, or are in connection with this easement shall be in accordance with the Florida Rules of Civil Procedure; and
3. **Cumulative Remedies.** In the event of any breach or violation of the restrictions or terms contained herein, Grantee shall, without liability to Grantee, have the right to proceed at law or in equity as may be necessary to enforce compliance with the restrictions or terms hereof, to enjoin activities, construction, maintenance, practices, repairs, and uses inconsistent with the restrictions or terms hereof, and to otherwise prevent the breach or violation of any of them, to



collect damages, and shall be both authorized and entitled to enforce this conservation easement by emergency, preliminary, and permanent injunction, including by ex parte motion and action for such injunction(s), it being hereby expressly and specifically agreed that Grantee in such circumstance would have no adequate remedy at law, or such other legal method as Grantee deems appropriate. All rights and remedies accruing to Grantee shall be assignable in whole or in part and be cumulative; that is, Grantee may pursue such rights and remedies as the law and this easement afford it in whatever order Grantee desires and the law permits. Grantee'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). Grantor(s) and tenant(s) thereto agree(s) to and shall pay for all costs associated with Grantee's enforcement action(s); and

4. Failure of Grantor(s) or tenant(s) thereto to comply with or perform any act required by or under this easement shall not impair this conservation easement's validity 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 conservation easement shall be at the discretion of the Grantee. Grantee's exercise or enforcement of any of its rights or remedies enumerated herein shall not be subject to claims or defenses of estoppel or laches, and 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

16. **Attorney Title Opinion.** The effectiveness of the benefit(s) and right(s) hereby conveyed by Grantee to Grantor(s) (exhaustively identified above) in exchange for Grantor(s)' conferral to Grantee of the restrictions contained herein, Grantee's rights in said restrictions, and the enforceability of said restrictions in favor of Grantee, is predicated upon the truth, accuracy, and correctness of Grantor(s)' submitted information, representations, documents, and, separately and distinctly, Grantor(s)' submitted Attorney Title Opinion. In the event it is later discovered that such (Grantor(s')) submitted information, representations, documents, and/or Attorney Title Opinion, or any portion thereof, is false, misleading, or materially omissive, or otherwise legally erroneous, whether intentional or unintentional, and it results in the subordination or extinguishment of the restrictions contained herein, Grantee's rights in said restrictions, or the enforceability of said restrictions in favor of Grantee, or it results in the diminishment of the restrictions contained herein, Grantee's rights in said restrictions, or the enforceability of said restrictions in favor of Grantee, then this easement shall be rendered voidable at Grantee's election, without liability to Grantee, including, but not limited to, on the basis of for lack of consideration. In the event this easement is so rendered void pursuant to Grantee's election, Grantee shall be immediately entitled to rescind this agreement, to revoke any or all development approval(s) issued or made in reliance of this easement and/or Grantor(s) submitted information, representation, documents, and/or Attorney Title Opinion, all without liability to Grantee, to pursue all remedies at law and in equity for injuries to Grantee's interest(s) caused by the submission of such false, misleading, or materially omissive, or otherwise legally erroneous information, representations, documents, and/or Attorney Title Opinion, and shall immediately require the Grantor(s) and/or tenant(s) thereto to, at Grantee's election, restore the servient estate property and/or conservation easement area therein to the natural vegetative and hydrologic condition(s) existing at the time of recordation of this conservation easement or, if this easement has not been recorded, at Grantee's election, to restore the servient estate property and/or conservation easement area therein to the natural vegetative and hydrologic condition(s) existing at the time of Grantee's

execution of this easement, all without liability to Grantee. Grantor(s) and tenant(s) thereto waive all rights they may have to bring a claim against Grantee for injury and/or damage allegedly arising from, relating to, or in connection with Grantee's enforcement of this Section, hold(s) Grantee harmless from the injury or damage claims of all persons allegedly arising from, related to, or in connection with this easement or Grantee's enforcement of this Section, and indemnify(ies) Grantee for all liability resulting from the injury or damage claims of all persons allegedly arising from, relating to, or in connection with this easement or Grantee's enforcement of its rights or remedies enumerated herein; and

17. **Duty to Cooperate.** Grantor(s) and tenant(s) thereto shall, to ensure the implementation of the government purpose furthered by this easement, cooperate with Grantee's reasonable requests submitted to Grantor(s) and/or 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 easement, or any portion(s) thereof, is/are held to be invalid or unenforceable in or by any administrative hearing officer or court of competent jurisdiction, the invalidity or unenforceability of such condition, provision, reservation, restriction, right, term, or any portion(s) thereof, shall neither limit nor impair the operation, enforceability, or validity of any other condition, provision, reservation, restriction, right, term, or any remaining portion(s) thereof. All such other conditions, provisions, reservations, restrictions, rights, terms, and remaining portion(s) thereof shall continue unimpaired in full force and effect; and
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.** Grantor(s) and tenant(s) thereto represent, certify, and warrant that there are no material claims, causes-of-action, or other proceedings pending, threatened, or currently active, in respect to the ownership, operation, or environmental condition(s) of the above-described property that may, shall, or will diminish, extinguish, interrupt, or subordinate the effectiveness or operation of this easement's provisions, restrictions, rights, or terms; and
21. **Governing Laws/Venue.** This easement and its construction and interpretation are governed by the Monroe County Comprehensive Plan and the Monroe County Code(s), and shall be liberally construed and enforced in favor of Grantee to effectuate the public purpose of this easement 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 easement shall be in the Sixteenth Judicial Circuit in and for Monroe County, Florida; and
22. **Authority to Attest.** Each party to this easement represents and warrants to the other that the execution, delivery, and performance of this easement has been duly authorized by all necessary corporate and other organizational action, as required; and
23. **Effective Date.** This easement constitutes the entire easement agreement and any representation or understanding of any kind preceding the date of this easement's execution or recordation is not binding on Grantee or Grantor(s) except to the extent it has been incorporated into this easement. This easement will become effective upon recordation in the Official Records of Monroe County, Florida; and

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

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

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

**WITNESSES**

**GRANTOR(S)**

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

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

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

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

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

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

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

\_\_\_\_\_  
Authorized Official Capacity  
(Print Title of Authorized Capacity/Position))

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
**Notary Public Seal**

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

**MONROE COUNTY, FLORIDA**  
**ACCEPTANCE OF CONSERVATION EASEMENT**

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

Grantee Monroe County, Florida:

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

\_\_\_\_\_  
Senior Director - Monroe County Planning &  
Environmental Resources Department (Print Name)

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

\_\_\_\_\_  
Senior Director - Monroe County Planning &  
Environmental Resources Department (Signature)

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

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

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

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

**State of Florida**  
**County of Monroe**

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

Sworn and subscribed to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Name and Number (Print)

\_\_\_\_\_  
Notary Signature and Seal

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

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

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

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

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

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

**Property Identification Number(s):** \_\_\_\_\_; and

**If Metes-and-Bounds Description Attached, Attached as Exhibit:** \_\_\_\_\_; 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 the Grant of Conservation Easement corresponding to this Affidavit of No Encumbrances, currently encumber the above legally described real property; and

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

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

**WITNESSES**

**OWNER(S)-GRANTOR(S)**

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

\_\_\_\_\_  
Owner-Grantor No. 1 (Print Name)

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

\_\_\_\_\_  
Owner-Grantor No. 1 (Signature)

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

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

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

\_\_\_\_\_  
Authorized Official Capacity  
(Print Title of Authorized Capacity/Position))



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

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

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

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

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

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

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

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

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

The foregoing instrument, Grantor(s)' Affidavit of \_\_\_\_\_, was acknowledged and attested before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or produced \_\_\_\_\_ as proof of identification and did take an oath, and by \_\_\_\_\_, who is personally known to me or produced \_\_\_\_\_ as proof of identification and did take an oath.

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

\_\_\_\_\_  
**Notary Public Seal**

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

**SAMPLE**

**JOINDER OF MORTGAGEE**

(If Applicable)

\_\_\_\_\_, whose address is \_\_\_\_\_,  
(Name of Mortgagee)

City of \_\_\_\_\_, State of \_\_\_\_\_, having a record interest,  
more particularly described as being the owner and holder of a mortgage dated \_\_\_\_\_,

in the original principal amount of \$ \_\_\_\_\_, given by \_\_\_\_\_

\_\_\_\_\_ (“Mortgagor(s)”), to \_\_\_\_\_

\_\_\_\_\_ (“Mortgagee(s)”), encumbering the real property

described in that mortgage, which is recorded in Official Records Book \_\_\_\_\_, at Page

\_\_\_\_\_, and having Document Number \_\_\_\_\_,

together with that certain Assignment recorded in Official Records Book \_\_\_\_\_, at

Page \_\_\_\_\_, and having Document Number \_\_\_\_\_,

and together with that certain Modification recorded in Official Records Book \_\_\_\_\_,

at Page \_\_\_\_\_, and having Document Number \_\_\_\_\_,

all in the Official Records of \_\_\_\_\_ County, Florida (said mortgage, assignment, and

modification are hereinafter referred to as the “Mortgage”), in the lands described in the Conservation Easement

Agreement between \_\_\_\_\_, Grantor(s)/Mortgagee(s), and Grantee

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

foregoing Conservation Easement, executed or to be executed in favor of Monroe County, Florida, with the

intent that the Mortgage shall be subject and subordinate to the easement, executed at \_\_\_\_\_

(Place of Execution)

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

(Place of Execution (cont'd))

**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** \_\_\_\_\_

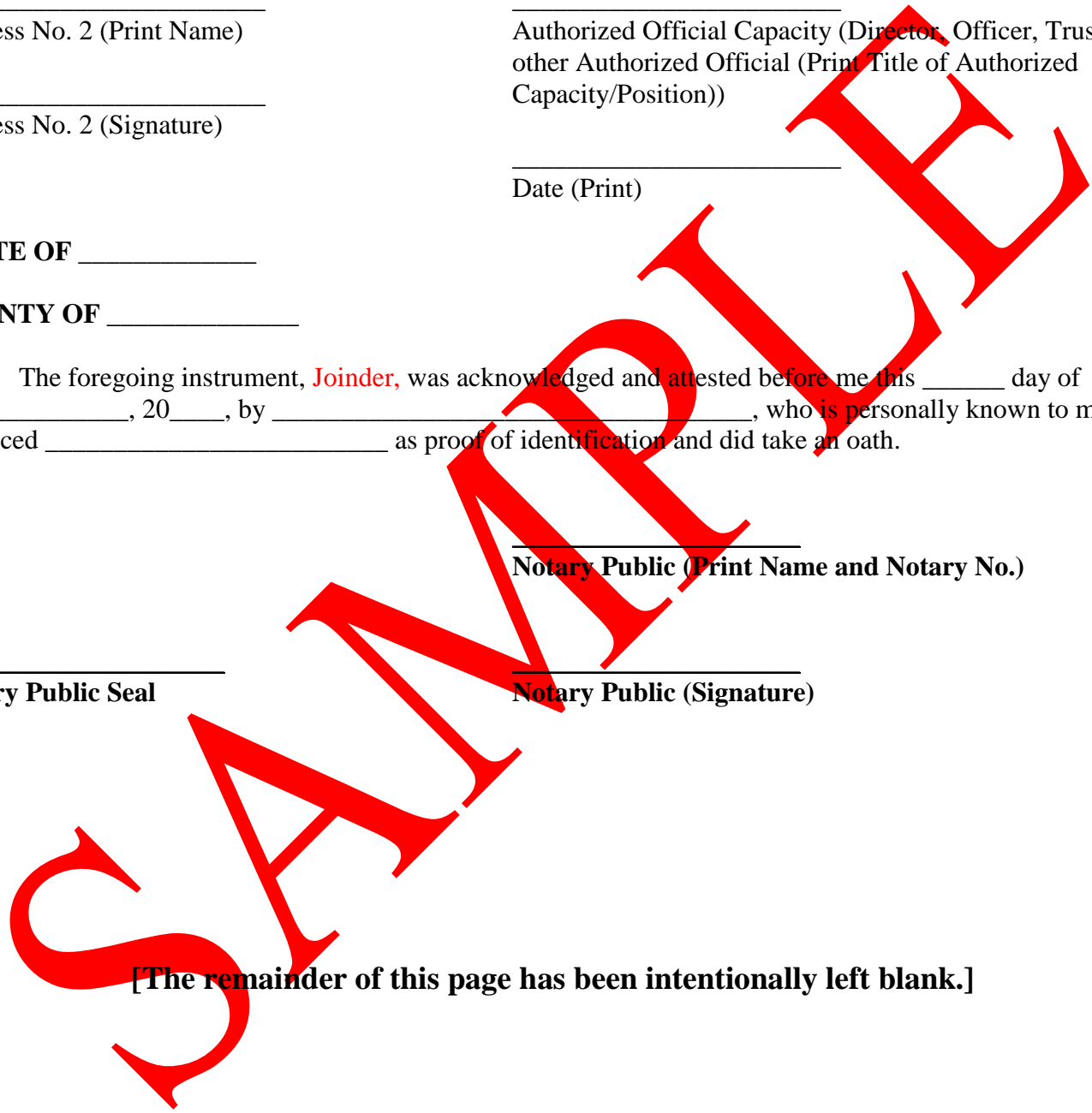
**COUNTY OF** \_\_\_\_\_

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

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

\_\_\_\_\_  
**Notary Public Seal**

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



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

**JOINDER OF NON-MORTGAGEE ENCUMBRANCE-HOLDER**

(If Applicable)

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

City of \_\_\_\_\_, State of \_\_\_\_\_, having a record interest,  
more particularly described as being the owner and holder of an encumbrance dated \_\_\_\_\_,

\_\_\_\_\_, and entitled \_\_\_\_\_, and given by \_\_\_\_\_  
\_\_\_\_\_ (“Encumbranced Owner(s)”), to \_\_\_\_\_

\_\_\_\_\_ (“Encumbrance Holder(s)”), encumbering the  
real property described in that instrument, which is recorded in Official Records Book \_\_\_\_\_,

at Page \_\_\_\_\_, and having Document Number \_\_\_\_\_  
together with that certain Assignment recorded in Official Records Book \_\_\_\_\_,

at Page \_\_\_\_\_, and having Document Number \_\_\_\_\_,  
all in the Official Records of \_\_\_\_\_ County, Florida (said instrument(s) are hereinafter referred

to as the “Encumbrance”), in the lands described in the Conservation Easement Agreement between \_\_\_\_\_  
\_\_\_\_\_, Grantor(s) of this easement/Encumbranced Grantor(s), and

Grantee Monroe County, Florida, hereby joins in, consents, ratifies, and subordinates the lien of its  
Encumbrance, to the foregoing Conservation Easement, executed or to be executed in favor of Monroe County,

Florida, with the intent that the Encumbrance shall be subject and subordinate to the easement, executed at  
\_\_\_\_\_, \_\_\_\_\_, on the date indicated below.

(Place of Execution)

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

\_\_\_\_\_  
Non-Mortgagee Encumbrance-Holder (Print Name)

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

\_\_\_\_\_  
Non-Mortgagee Encumbrance-Holder (Signature)

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

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

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

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

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

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

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

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

\_\_\_\_\_  
**Notary Public Seal**

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

**SAMPLE**

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



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

**Prepared by:**

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

**TITLE OPINION FOR**  
**MONROE COUNTY, FLORIDA**  
**GRANT OF CONSERVATION EASEMENT**

1. This Opinion of Title is provided to:

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

2. **COMES NOW, AFFIANT**       [NAME]      , am an attorney-at-law duly licensed to practice law in the State of Florida and am a member in good standing of the Florida Bar, having Florida Bar No. \_\_\_\_\_, with the understanding that this Opinion of Title is furnished to Monroe County as inducement for acceptance of the attached proposed Grant of Conservation Easement, a copy of which is attached hereto and incorporated herein, and is proposed to Grantee Monroe County by Grantor(s):

(hereinafter the “**record title-holder(s)**”) (**NOTE: For trust owner, or for corporate entity owner such as Partnership, Limited Partnership, Limited Liability Partnership, Limited Liability Company, or similar entities/business organizations, (1) Identify entity/business organization by name, (2) Indicate parties comprising such entity/business organization, and (3) Identify who is authorized to execute**), it is hereby certified that I have examined a complete Abstract of Title and Title Search pertaining to the above-referenced proposed Grant of Conservation Easement. The abstract and search of which cover all official records and court records on file in Monroe County covering the period one-hundred years from and to and including this date \_\_\_\_\_, \_\_\_\_\_, relating to the following described property more particularly described in attached Exhibit “\_\_\_\_\_ (Legal Description)” a copy of which is attached hereto and incorporated herein:

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

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

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

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

**Property Identification Number(s):** \_\_\_\_\_; and

If Metes-and-Bounds Description Attached, Attached as Exhibit: \_\_\_\_\_; and

3. Based solely upon my examination of the foregoing, and assuming the accuracy of the information contained therein, it is my opinion that:
4. The record title to the above-described property is vested in \_\_\_\_\_ (the “**record title-holder(s)**”), by instrument recorded at Official Records Book \_\_\_\_\_, Page \_\_\_\_\_; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit “\_\_\_\_\_” and incorporated herein.
5. Said record titleholder(s) has/have fee simple title thereto, however, subject to the following liens, encumbrances, qualifications, and other exceptions [**LIST ONLY THOSE ENCUMBRANCES AFFECTING THE PROPOSED CONSERVATION EASEMENT AREA**]:
6. **GENERAL EXCEPTIONS:**
  - I. Rights of persons other than the above owners (“**record title holder(s)**”) who are in possession.
  - II. Facts that would be disclosed upon accurate survey.
  - III. Any unrecorded labor, mechanics’, or materialmens’ liens.
  - IV. Zoning restrictions imposed by governmental authority.
7. **SPECIAL EXCEPTIONS:**
  - I. **Taxes and Assessments:** For the year 20\_\_\_\_ and subsequent years although not yet due and payable until on or after \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_. The 20\_\_\_\_ taxes and assessments have been paid as of this date (same date as after “to and including this date” at Paragraph 2 above have been paid).
  - II. **Promissory Note(s), Mortgage(s), Security Agreement(s), or Assignment(s) of Rent(s) [CIRCLE WHICH APPLICABLE]**, entitled \_\_\_\_\_ executed by and between \_\_\_\_\_ and \_\_\_\_\_, recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit “\_\_\_\_\_” and incorporated herein.
  - III. **Promissory Note(s), Mortgage(s), Security Agreement(s), or Assignment(s) of Rent(s) [CIRCLE WHICH APPLICABLE]**, entitled \_\_\_\_\_ executed by and between \_\_\_\_\_ and \_\_\_\_\_, recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit “\_\_\_\_\_” and incorporated herein.
  - IV. **Warranty Deed, Special Warranty Deed, Mortgage Deed, Tax Deed, Quitclaim Deed [CIRCLE WHICH APPLICABLE]**, entitled \_\_\_\_\_, executed by and between \_\_\_\_\_ and \_\_\_\_\_, recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_; all of the

Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit “\_\_\_\_\_” and incorporated herein.

- V. **Trust Instrument**, entitled \_\_\_\_\_ executed by and between \_\_\_\_\_ and \_\_\_\_\_, and recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit “\_\_\_\_\_” and incorporated herein. The parties to said **Trust Instrument** are consistent with that information set forth in the attached **Affidavit as to Authority Under Trust**, a copy of which is attached hereto as Exhibit “\_\_\_\_\_” and incorporated herein.
- VI. **Certificate(s) of Sale**, entitled \_\_\_\_\_, in favor of \_\_\_\_\_, recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit “\_\_\_\_\_” and incorporated herein.
- VII. **Certificate(s) of Title**, entitled \_\_\_\_\_, in favor of \_\_\_\_\_, recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit “\_\_\_\_\_” and incorporated herein.
- VIII. **Previous Grant of Conservation Easement**: The following prior Grant of Conservation Easement, executed by and between \_\_\_\_\_ and \_\_\_\_\_, recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit “\_\_\_\_\_” and incorporated herein, and of which is intended to be superseded by this (attached) proposed Grant of Conservation Easement.
- IX. **Previous Grant of Conservation Easement**: The following prior Grant of Conservation Easement, executed by and between \_\_\_\_\_ and \_\_\_\_\_, recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit “\_\_\_\_\_” and incorporated herein, and of which is intended to be superseded by this (attached) proposed Grant of Conservation Easement.
- X. **Lot Aggregation Restrictive Covenant**: The following Lot Aggregation Restrictive Covenant, executed by and between \_\_\_\_\_ and \_\_\_\_\_, recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit “\_\_\_\_\_,” and incorporated herein.
- XI. **(Non-Conservation) Easement(s)**, entitled \_\_\_\_\_, in favor of \_\_\_\_\_, recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit “\_\_\_\_\_” and incorporated herein.
- XII. **(Non-Lot Aggregation Restrictive Covenant(s) or Deed Restriction(s) [CIRCLE WHICH APPLICABLE]**, entitled \_\_\_\_\_, in favor of \_\_\_\_\_, recorded in Official

Records Book \_\_\_\_\_, Page \_\_\_\_\_; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit “\_\_\_\_\_” and incorporated herein.

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

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

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

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

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

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

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

XX. **Court/Judicial Order, Final Judgment, or Judgment Lien [CIRCLE WHICH APPLICABLE]**: The following judgment lien, relating to the matter of **[INSERT COURT CASE CAPTION/TITLE]** \_\_\_\_\_, Case Number **[INSERT COURT CASE NUMBER]** \_\_\_\_\_, in the amount of \_\_\_\_\_, currently in favor of \_\_\_\_\_

\_\_\_\_\_, recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_; all of the Official Records of Monroe County, Florida, a copy of which is attached hereto as Exhibit “\_\_\_\_\_” and incorporated herein.

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

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

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

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

**AFFIRMED:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

9. Please be advised that based upon the aforesaid (Paragraphs 1 through 8 above, inclusive), that I am of the opinion that as of this date (same date as after “to and including this date” at Paragraph 2 above), that ownership of the above-referenced real property is vested in \_\_\_\_\_

(the “**record title-holder(s)**”), that all property taxes and assessments have been paid as stated in above **Paragraph 7 A.**, and that none of the exceptions listed above will restrict the use of the subject real property for the purposes set forth in the above-referenced attached proposed Grant of Conservation Easement.

Respectfully submitted this \_\_\_\_\_,  
day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Firm Name**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Professional Address**

\_\_\_\_\_  
**Firm Phone Number**



\_\_\_\_\_  
**Firm E-Mail**

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

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

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

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

\_\_\_\_\_  
**Notary Public Seal**

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

**SAMPLE**

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

**Prepared by:**  
John Doe  
1508 Silver St.  
Key West, FL 33040

## AFFIDAVIT AS TO AUTHORITY UNDER TRUST

I, \_\_\_\_\_, **THE UNDERSIGNED**, first being duly sworn, deposes and states:

(Print Name)

1. **THAT** I am the designated (*write-in or check*):

\_\_\_\_\_ **Authorized Official Capacity Under Trust**

Beneficiary;     Grantor;     Executor;     Co-Executor

Sole Trustee;     Co-Trustee;     Settlor;     Co-Settlor of

the \_\_\_\_\_

(Full Legal Name of Trust)

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

forth in this Affidavit.

2. **THAT** part of the Trust corpus includes real property located in Monroe County, Florida (hereinafter the

"Real Estate"), more particularly described as:

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

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

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

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

**Property Identification Number(s):** \_\_\_\_\_

**If Metes-and-Bounds Description Attached, Attached as Exhibit:** \_\_\_\_\_; and

3. **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.

4. **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

5. **IN WITNESS WHEREOF**, I have executed this Affidavit under penalty of perjury on this \_\_\_\_\_ day

of \_\_\_\_\_,

(Month)

(Year)

**WITNESSES 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 FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing Affidavit, was acknowledged and attested 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 Seal

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

**SAMPLE**