

Prepared by/Return to:
Gregory S. Oropeza, Esq.
Oropeza Stones Cardenas
221 Simonton Street
Key West, FL 33040

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**COVENANT OF UNITY OF TITLE AND RESTRICTION ON FUTURE
DEVELOPMENT AND/OR CONVEYANCES**

THIS UNITY OF TITLE SHALL BE INCORPORATED IN WHOLE AND REFERENCED BY OFFICIAL RECORD BOOK AND PAGE NUMBER AND DOCUMENT NUMBER ON ALL TRANSFERS OF THE BELOW DESCRIBED REAL PROPERTY.

WHEREAS, this Unity of Title is granted this _____ day of _____, 20__, by _____ (hereinafter “Grantor(s)”), to Monroe County, a political subdivision of the State of Florida (hereinafter “Grantee”), whose address is 1100 Simonton Street, Key West, Florida 33040; and

WHEREAS, the undersigned Grantor(s), is/are the sole fee simple title owner(s) of the certain below-described real property (hereinafter “Primary Parcel”) that is currently developed with a residential dwelling unit and is 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): _____

WHEREAS, the undersigned Grantor(s), is/are the sole fee simple title owner(s) of the certain below-described real property (hereinafter “Secondary Parcel”) that is not currently developed with a residential dwelling unit or any other habitable space and is 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): _____

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) to protect the public health, safety, and welfare; and

WHEREAS, the Primary Parcel and Secondary Parcel are subject to the jurisdiction and requirements of the Monroe

County Comprehensive Plan and the Monroe County Code(s); and

WHEREAS, this Unity of Title encumbers the Primary Parcel and Secondary Parcel (hereinafter collectively “Unified Parcel”); and

WHEREAS, Grantor(s) hereby attest(s) his/her/its/their recognition that this Unity of Title does not allow the Unified Parcel to be divided into separate parcels; and

WHEREAS, Grantor(s) hereby attest(s) his/her/its/their recognition that the Unified Parcel shall hereafter exclusively be considered as one (1) 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 (1) parcel of land; and

WHEREAS, Grantor(s) hereby attest(s) his/her/its/their recognition that in granting this Unity of Title, Grantor acknowledges and accepts the condition hereafter limiting development to a single principal use (residential) structure on the Unified Parcel; and

WHEREAS, the consent of all mortgagee(s) and holder(s) of any all other encumbrance(s) of or otherwise upon the Unified Parcel is attached as Exhibit(s) “___” and “___.” If no such consent is attached hereto, the undersigned Grantor (s), hereby attest(s) to Grantee that no such mortgage(s) and that no such other encumbrance(s) exist(s); and

WHEREAS, this Unity of Title is granted in consideration of payment in the amount of XX thousand dollars (\$XX,XXX.XX) by Grantee to Grantor; and

WHEREAS, the undersigned Grantor(s) and Grantee hereby attest that such County payment in consideration was/were given pursuant to this Unity of Title, and that this Unity of Title, together with its restrictions, conditions, and limitations on future residential structure development are supported by good and valuable consideration; and

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 accessory structures or establishment of uses upon the Unified Parcel; and

NOW, THEREFORE, as an inducement to Grantee for and in consideration of Grantee’s payment of good and adequate 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 Unified Parcel which shall run with the land and be binding upon 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) **Recitals.** The foregoing recitals are true and correct and are hereby incorporated as if fully stated herein.
- 2) **Restriction on Development.** Notwithstanding the general permitted density, this Unity of Title:
 - A. limits the total density of the Unified Parcel to one residential dwelling unit; and
 - B. retires all other density and prohibits the transfer of density; and
 - C. prohibits new accessory structures providing habitable space on the Unified Parcel; and
 - D. does not prohibit accessory uses and non-habitable accessory structures on the Unified Parcel; and
 - E. does not prohibit additions to the lawfully established existing residential unit.

Habitable space means any structure equipped for human habitation such as, but not limited to, office, workshop, kitchen, dining, living, laundry, bathroom, bedroom, den, family or recreational room; professional studio or commercial occupancy including all interior hallways, corridors, stairways and foyers connecting these areas. Garages, exterior stairs and open decks and patios are not considered habitable structures.

- 3) **Prohibition of Parcel Division.** This Unity of Title prohibits the Unified Parcel from being divided into separate parcels, subdivided, re-subdivided, platted, re-platted, or conveyed as separate parcels or transferred as separate parcels regardless of whether owned by single or multiple owners.
- 4) **Restriction on Conveyance.** The Unified Parcel shall hereafter exclusively be considered as one (1) parcel of land, and that no portion of said parcel of land may hereafter be sold, transferred, devised, pledged, encumbered or assigned separately, except in its entirety as one (1) parcel of land.
- 5) **Monroe County Property Appraiser Records.** Simultaneously with execution of this covenant of Unity of Title, Grantor shall make application with the Monroe County Property Appraiser to combine the Primary Parcel and Secondary Parcel under this Unity of Title as a single real estate parcel for tax roll purposes.
- 6) **No Conflicts.** The undersigned Grantor(s) hereby covenant(s) with Grantee that Grantor(s) is/are lawfully seized of the Unified Parcel 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.
- 7) **Perpetual Duration.** This Unity of Title is intended to benefit, run with the land in favor of, and shall inure to Grantee, Monroe County, Florida.
- 8) **Binding Effect.** 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 Unified Parcel therein before delinquency, shall keep such levies and assessments current, and shall not allow any lien(s) on the Unified Parcel 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 Unified Parcel which shall automatically relate back to the recording date of this Unity of Title.
- 9) **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 construed in favor of Grantee and such construction and interpretation shall be entitled to great weight on trial and on appeal.
- 10) **Recordation, Amendment, Modification, or Release.**
 - A. The undersigned Grantor(s) hereby agree to the recording of the Unity of Title together with all appropriate and required Joinder(s) with the Clerk of the Circuit Court of Monroe County and agree to the re-recording of said documents at any time Grantee may require to preserve its (Grantee's) rights.
 - B. No amendment or modification to this Unity of Title is effective unless agreed to in writing by both Grantee and the undersigned Grantor(s) and filed, together with all appropriate and required Joinder(s), with the Clerk of Circuit Court of Monroe County for recording in the Official Records of Monroe County, Florida.
 - C. 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.

11) **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 Unified Parcel. 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 and state, Monroe County, and local agencies, departments, and offices in receipt of or otherwise receiving such development application(s).
- 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) hereto, 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 Unified Parcel, including the recording book and page number(s) and document number(s) of this Unity of Title and all previously executed and recorded restrictions.

12) **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.

13) **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 Unified Parcel, unless such assignment is first approved by Monroe County BOCC Resolution.

14) **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 for, 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

15) **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 the 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/themselves and Monroe County Planning & Environmental Resources Department staff and counsel of the Monroe County Planning & Environmental Resources Department. If no resolution can be agreed upon within thirty (30) days after occurrence of the aforesaid meet-and-confer session, such issue(s) shall next 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 or litigation or adversarial administrative proceedings against the County, that the County shall automatically be entitled to an Order granting Grantee’s Motion to Dismiss and Florida Statute Sec. 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)).

16) **Limitation of Liability.**

- A. In the event of any litigation concerning the conditions, provisions, revisions, or terms of the Unity of Title, Grantee, the undersigned Grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in the 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.
- 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 the effective date of this Unity of Title.
- 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.
- 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.
- 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.

17) **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

breach(es) or violation(s) within thirty (30) days of receiving notice of such breach(es) or violation(s).

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 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.
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 judgement 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 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 shall be in accordance with the Florida Rules of Civil Procedure.
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).
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.

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.

18) **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.

- 19) **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, reservation, restrictions, rights, terms, and remaining portion(s) thereof shall continue unimpaired in full force and effect.

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

- 21) **No Encumbrances.** The undersigned grantor(s), tenant(s) thereto, the personal representative(s), heir(s), assign(s), and successor(s) in title of the undersigned Grantor(s), and tenant(s) thereto, represent(s) and warrant(s) that, to his/her/its/their knowledge, there are no superior encumbrances or material claims, cause-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 perpetuity in favor of Grantee, Monroe County, Florida.

- 22) **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.

- 23) **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.

- 24) **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.

- 25) **Effective Date**. This Unity of Title will become effective upon recordation in the Official Records of Monroe County, Florida.

SAMPLE

TO HAVE AND HOLD UNTO GRANTEE FOREVER.

EXECUTED ON THIS _____ day of _____, 20__

WITNESSES TO ALL:

First Witness (Print Name)

First Witness (Signature)

Second Witness (Print Name)

Second Witness (Signature)

GRANTOR(S)

Grantor No. 1 (Print Name)

Grantor No. 1 (Signature)

(Complete Mailing Address above)

Grantor No. 2 (Print Name)

Grantor No. 2 (Signature)

(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.

[NOTARY SEAL]

Notary Public (Print Name and Notary No.)

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 _____, on this _____ day of _____, 20____, who is personally known to me or produced _____ as proof of identification.

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

[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)

Witness No. 2 (Signature)

Date (Print)

STATE OF _____

COUNTY OF _____

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

Notary Public (Print Name and Notary No.)

[NOTARY 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 an 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 Monroe 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 Corrective/Superseding 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 _____, on the date indicated below.

(Place of Execution)

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)

Witness No. 2 (Signature)

Date (Print)

STATE OF _____
COUNTY OF _____

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

[NOTARY SEAL]

Notary Public (Print Name and Notary No.)

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 Corrective/Superseding 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 _____, 20__

WITNESSES TO ALL: GRANTOR(S)

First Witness (Print Name)

Grantor No. 1 (Print Name)

First Witness (Signature)

Grantor No. 1 (Signature)

Second Witness (Print Name)

Grantor No. 2 (Print Name)

Second Witness (Signature)

Grantor No. 2 (Signature)

STATE OF _____
COUNTY OF _____

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

Notary Public (Print Name and Notary No.)

[NOTARY SEAL]

Notary Public (Signature)

SAMPLE

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
(Full Legal Name of Trust (cont'd))
set 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:

Parcel Address: _____ **Approximate Mile Marker:** _____
Parcel(s)/Lot(s): _____ **Block:** _____
Subdivision: _____
Key: _____ **Plat Book:** _____ **Page:** _____
Real Estate Number(s): _____; and

3. **THAT** the real estate was transferred to the Trust by means of the (select one):
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, and Other Similar Monroe County Development Approval Documents and Instruments)

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 _____, 20_____.

WITNESSES TO ALL:

AUTHORIZED TRUST OFFICIAL:

First Witness (Print Name)

Authorized Official (Print Name)

First Witness (Signature)

Authorized Official (Signature)

Second Witness (Print Name)

Second Witness (Signature)

STATE OF _____
COUNTY OF _____

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

Notary Public (Print Name)

[NOTARY SEAL]

Notary Public (Signature)