

AGREEMENT FOR THE PURCHASE OF LESS THAN FEE INTEREST IN LANDS

THIS AGREEMENT is made and entered into this _____ day of _____, 2022, by and between

Property Owner’s Name(s)

(hereinafter “Seller(s)”), for themselves, their heirs, executors, administrators, successors and assigns, and MONROE COUNTY, FLORIDA (hereinafter "COUNTY").

WITNESSETH:

1. The Seller(s) represent they are the owners of the following real property (hereinafter “Primary Parcel”) thereunto belonging, owned by them, situate and lying in the County of Monroe, State of Florida, that is currently developed with a residential dwelling unit and is more particularly described as follows; to-wit:

Legal Description

RE #

The Seller(s) represent they are also the owners of the following real property (hereinafter “Secondary Parcel”) thereunto belonging, owned by them, situate and lying in the County of Monroe, State of Florida, that borders the Primary Parcel and is currently not developed with a residential dwelling unit or any other habitable space and is more particularly described as follows; to-wit:

Legal Description

RE #

2. In consideration of Ten Dollars (\$10.00) in hand, paid by the COUNTY, the receipt of which is hereby acknowledged, the Seller(s) agree to sell to the COUNTY certain property rights owned by Seller, upon the terms and conditions hereinafter set forth, and for the price of \$ _____. The Seller(s) covenant to surrender, release, relinquish and transfer any and all of the Seller(s)’s property rights in accordance with the Covenant of Unity of Title and Restrictions on Future Development and/or Conveyances attached as Exhibit A together with the other documents listed in Section 6 (hereinafter collectively “Less Than Fee Interest”) from the combined Primary Parcel and Secondary Parcel (hereinafter collectively “Unified Parcel”).
3. The Seller(s) agree that they have full right, power and authority to convey, and that they will convey to the COUNTY the Less Than Fee Interest and will simultaneously unify title of the servient estates of the Secondary Parcel with the Primary Parcel, subject to the following conditions and obligations:

The COUNTY, at the COUNTY’S expense, shall have a title report commissioned to allow the COUNTY or its agent to examine all record detail of the ownership and encumbrances (O & E) affecting title to the Unified Parcel. The COUNTY may, at its option during the time permitted for examination of title, have the Unified Parcel surveyed and certified by a registered Florida surveyor. If the survey or O & E report disclose encroachments on the Unified Parcel or the existence of improvements located thereon, or any other restrictions, contract covenants, liens, transfers of development rights, or applicable governmental regulations, deemed not acceptable to the COUNTY, the same shall constitute a title defect.

The COUNTY shall have sixty (60) days from the Effective Date in which to examine the O & E of Seller’s title. If title is found defective, as determined in the sole discretion of COUNTY, the

COUNTY shall, within this specified time period, notify Seller(s) in writing specifying defect(s). If the defect(s) render title unacceptable to the COUNTY, the Seller(s) will have one hundred twenty (120) days from receipt of notice within which to remove the defect(s). The Seller(s) will use diligent effort to correct defect(s) in title within the time provided therefore, including the bringing of necessary suits, failing which the COUNTY shall have the option of either accepting the title as it then is or rescinding the Agreement herein.

4. The Seller(s) further agree not to do, or suffer others to do, any act by which the value or property rights associated with the Less Than Fee Interest may be diminished or encumbered while this Agreement is pending. In the event any such diminution, encumbrance or other impairment occurs, the COUNTY may, without liability, refuse to accept conveyance of said Less Than Fee Interest.
5. The Seller(s) further agree that during the period covered by this instrument officers and accredited agents of the COUNTY shall have at all reasonable times the unrestricted right and privilege to enter upon the Unified Parcel for all proper and lawful purposes, including examination of the Unified Parcel and the resources upon it. Nothing herein shall be construed to constitute an acceptance of any existing or future code or building violation on the Unified Parcel. This provision shall survive closing. The Seller(s) hereby waive their rights to any and all claims against the COUNTY or the State of Florida associated with, or arising from ownership of, the Unified Parcel and this waiver shall survive closing.
6. The Seller(s) will execute and deliver upon demand of the proper officials and agents of the COUNTY the following documents conveying to the COUNTY all of Seller's Less Than Fee Interest in a manner satisfactory to the legal counsel of the COUNTY:
 - a) Covenant of Unity of Title and Restrictions on Future Development and/or Conveyances (hereinafter "Covenant of Unity of Title document")
 - b) Joinder of Mortgagee (if applicable)
 - c) Joinder of Non-Mortgagee Encumbrance Holder (if applicable)
 - d) Grantor's Affidavit of No Encumbrance (if neither b or c above applies)
 - e) Affidavit of Trustee (if land owned by a Trust)
 - f) Application to Monroe County Property Appraiser to Consolidate Real Estate Parcels
7. In consideration whereof the COUNTY agrees that it will purchase all of said Less Than Fee Interest at the price of \$_____. The COUNTY further agrees that after the preparation, execution, and delivery of the documents enumerated above, and after the legal counsel of the COUNTY shall have approved the documentation releasing the Less Than Fee Interest to be surrendered to and vested in the COUNTY, it will cause to be paid to the Seller(s) the purchase price, less any costs of closing payable by Seller, as set forth below.

The COUNTY shall pay the following expenses associated with the conveyance of the Less Than Fee Interest: recording fees for the documents listed in Section 6, settlement fees, O & E report fees, title examination fees, and the Buyer's attorney's fees. The Seller(s) shall pay the real estate commissions, if any are due. Full transfer, surrender and possession of the development rights described above shall pass to the COUNTY as of the date payment is made to the Seller(s) subject only to the reservations stated in Section 2 above.

8. It shall be the obligation of the Seller(s) to pay any assessments outstanding as liens due to the County at the date the Less Than Fee Interest vests of record in the COUNTY.
9. It is mutually understood and agreed that notice of acceptance of this Agreement shall be given to the Seller(s) by email to the address provided by the Seller(s) or by mail addressed to the Seller(s) at the following address:

Property Owner's Mailing Address

and shall be effective upon date of emailing or mailing and shall be binding upon all of the Seller(s) without sending a separate notice to each, except as such obligation may be affected by the provisions of Section 6 herein.

- 10. The effective date of this Agreement (hereinafter "Effective Date") shall be that date when the last one of the Seller(s) and the COUNTY has signed this Agreement.
- 11. If the Seller(s) wish to proceed with this transaction, the Seller(s) have until _____ to sign and return this Agreement to the COUNTY, failing which the County shall have no obligations pursuant to this Agreement. This Agreement may be executed in counterparts. Notwithstanding any provision of this Agreement to the contrary, the COUNTY'S obligation to close this transaction is contingent upon the availability of funds budgeted for the Less Than Fee Program and approval of this Agreement by the Monroe County Board of County Commissioners, failing which the parties acknowledge that each shall be released of all further obligations under this Agreement. In the event this transaction has not closed within one hundred eighty (180) days from the Effective Date, then either party may terminate this Agreement at any time thereafter by providing written notice, in which case the parties acknowledge that each shall be released of all further obligations under this Agreement.

IN WITNESS WHEREOF, the Seller(s) have hereunto signed their names and affixed their respective seals on the day first above written and therefore the Seller(s) for and in consideration of the Ten Dollars (\$10.00) hereinabove acknowledge as received, have and do hereby grant unto the COUNTY or its authorized representative, or any other office or agent of the COUNTY authorized to purchase said Less Than Fee Interest in land, the option and right to enter into this Agreement for Purchase within ninety (90) days from the execution thereof by the Seller(s).

Seller/ **Property Owner's Name(s)**

Signature	Date	Phone Number	Email Address
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Seller/ **Property Owner's Name(s)**

Signature	Date	Phone Number	Email Address
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Buyer/ COUNTY:

MONROE COUNTY, FLORIDA

KEVIN MADOK, CPA, Clerk

By: _____
Deputy Clerk

David Rice, Mayor

(Seal)

Date: _____