

AGREEMENT FOR THE PURCHASE OF LESS THAN FEE INTEREST IN LANDS

THIS AGREEMENT is made and entered into this _____ day of _____, 2018, by and between

***Property Owner's Name(s) to be inserted**

(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 parcel (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 parcel (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 associated with the Secondary Parcel owned by Seller, upon the terms and conditions hereinafter set forth, and for the price of \$XX,XXX.00. The Seller(s) covenant to surrender, release, relinquish and transfer any and all of the Seller(s)'s property rights to develop:
 - a) residential dwelling units; and
 - b) accessory structures providing detached habitable space

(hereinafter collectively "Less Than Fee Interest") on the Secondary 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 estate 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 Secondary Parcel. The COUNTY may, at its option during the time permitted for examination of title, have the Secondary Parcel surveyed and certified by a registered Florida surveyor. If the survey or O & E report disclose encroachments on the Secondary 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 of this Agreement 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 Secondary Property for all proper and lawful purposes, including examination of the Secondary Property and the resources upon it. 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 Secondary Property 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 property 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 property: recording fees for the documents listed in Section 5, settlement fees, O & E report fees, title examination fees, and the Buyer's attorney's fees. The Seller(s) shall pay the expenses of documentary stamps to be affixed to the Covenant of Unity of Title document, and 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 title vests of record in the COUNTY.

Date: _____

SAMPLE