



Department of Transportation and Public Works
111 NW First Street, 14th Floor
Miami, FL 33128



COVENANT FOR MAINTENANCE OF LANDSCAPING WITHIN RIGHT OF WAY

WHEREAS, _____

Hereinafter referred to as the OWNER(S) of the following described property:

_____ Folio# _____
Property Address

Request(s) permission to install landscaping within the public right-of-way in accordance Miami Dade County's Landscape Ordinance Chapter 18A & B and with the approved plans and specifications on file with the Department of Transportation and Public Works.

IN CONSIDERATION of the approval and issuance of the permit by the Miami-Dade County Department of Transportation and Public Works, the Owner(s) agree(s) as follows:

1. To maintain and replace, where necessary, the approved landscaping, installed within the swale area of the dedicated public right-of-way adjacent to the property described above. To repair any damage to the roadway, driveway approach or sidewalk area that may occur a result of the approved landscaping. If it becomes necessary for the County to maintain said item(s) within public right of way (including, without limitation, restoration of streets and sidewalks) by reason of the Owner's failure to do so, such expense shall be paid by the Owner or shall constitute a lien against the above described property until paid.
2. That Landscaping has been designed and will be maintained in such a way as to provide safe and unobstructed views at intersections of roadways, driveways, recreational paths and sidewalks in accordance with Section 33-11 of the Code of Miami-Dade County and in compliance with federal and state standards, specifically FDOT Index 546 Sight Distance at Intersection and Table 3-12 Minimum Width of Clear Zone of the Florida Green Book.
3. The Owner acknowledges the use of appropriate species located under, or adjacent to Overhead power lines and near underground utility lines
4. The Owner does hereby agree to indemnify, save and hold Miami-Dade County harmless and defend from any and all liability including legal fees and court costs which may arise by virtue of Miami-Dade County permitting the installation of these item(s) within the public right of way.
5. The Owner does hereby agree to remove or relocate their facilities at their own expense, within 60 days' notice by the Department of Transportation and Public Works to do so. Failure to comply with this notice will result in the County causing the items(s) to be removed and a lien being placed on the property and/or assessed against the owner for all costs incurred in the removal and disposal of the item(s).
6. The undersigned further agrees that these conditions shall be deemed a covenant running with the land in favor of Miami-Dade County and shall remain in full force and effect and be binding on the undersigned, his/their heirs and assigns, until such time as this obligation has been cancelled by an affidavit filed in the Public Records of Miami-Dade County, Florida by the Director of the Department of Transportation and Public Works (or fully authorized representative).
7. That all individual(s) signing this agreement have the legal authority to enter into this agreement.

Signature of **Owner**
PRINT NAME _____
STATE OF FLORIDA COUNTY OF MIAMI-DADE
Sworn to and subscribed before me this _____
day of _____, 20_____
(SEAL) _____
 Personally known Produced Identification
Type of Identification Produced _____

Signature of **Owner**
PRINT NAME _____
STATE OF FLORIDA COUNTY OF MIAMI-DADE
Sworn to and subscribed before me this _____
day of _____, 20_____
(SEAL) _____
 Personally known Produced Identification
Type of Identification Produced _____