

COVENANT OF CONSTRUCTION WITHIN RIGHT OF WAY

(Corporation)

WHEREAS, \_\_\_\_\_  
hereinafter referred to as the OWNER(S) of the following described property: \_\_\_\_\_

requests permission to install \_\_\_\_\_

within the public right of way of \_\_\_\_\_

IN CONSIDERATION of the approval of this permit by the Miami-Dade County Public Works Department, the Owner agrees as follows:

1. To maintain and repair, when necessary, the above mentioned item(s) installed within the dedicated right of way. If it becomes necessary for the County to make repairs or maintain said item(s) within public right of way including restoration of street 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. The Owner does hereby agree to indemnify and hold Miami-Dade County harmless from any and all liability which may arise by virtue of Miami-Dade County permitting the installation of these item(s) within the public right of way.
3. The Owner does hereby agree to remove or relocate their facilities at their own expense, within 60 days notice by the Public Works Department 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).
4. The undersigned further agrees that these conditions shall be deemed a covenant running with the land and shall remain in full force and effect and be binding on the undersigned, 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 Public Works Department (or his fully authorized representative).

Signed, sealed, executed and acknowledged on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at Miami, Florida

Signed, sealed and delivered in the presence of:

\_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (SEAL)

(ACKNOWLEDGMENT)

STATE OF FLORIDA        }  
                                       }  
 MIAMI DADE COUNTY    }

SS.

BEFORE ME, the undersigned authority, this day personally appeared \_\_\_\_\_ and \_\_\_\_\_ both being to me well known and know by me to be the \_\_\_\_\_ President and \_\_\_\_\_ Secretary of the \_\_\_\_\_ a corporation under the laws of the State of \_\_\_\_\_, and which said Corporation is know by me to be the person described in and which executed the forgoing Covenant, the said officers of the said Corporation being likewise know by me to be the officers thereof who, in their official capacities as such officers of said Corporation executed, signed and delivered the said Covenant as the act and deed of said Corporation, and the said officers of said Corporation then and there severally acknowledged to and before me that they executed the said Covenant, acting in their said official capacities, for and as the act and deed of the said Corporation and in its name, and impressed thereon its Corporate Seal, for the uses and purposes therein mentioned, and after being thereunto by the said Corporation duly authorized and directed.

WITNESS my hand and official Seal at \_\_\_\_\_, in the County and State aforesaid, on this, the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_