



Growing Beautifully

6601 Main St – Miami Lakes, FL 33014

Office: (305)827-4015 – Fax: (305)556-9884

Website: www.miamilakes-fl.gov

COVENANT OF CONSTRUCTION WITHIN RIGHT OF WAY

WHEREAS, _____

SIGNATURE

Hereinafter referred to as the OWNER of the following described property:

Requests permission to install: _____

Within the public road right of way of _____

In CONSIDERATION of the approval of this permit by the TOWN OF MIAMI LAKES 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 Town and/or the Town of Miami Lakes to make repairs or maintain said item(s) within public right of way including restoration of streets 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 the Town of Miami Lakes harmless from any and shall liability which may arise by virtue of Town of Miami Lakes 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 removal of items 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) by either Miami-Dade County or the Town of Miami Lakes.
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 Dade County, Florida by the Director of the Public Works Department (or his full authorized representative).

Signed, sealed, executed, and acknowledged on the ___ day of _____ 20____, at Miami, Florida. Signed, sealed, and delivered in the presence of:

_____ (SEAL)

_____ (SEAL)

STATE OF FLORIDA
COUNTY OF MIAIMI-DADE

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as owner of said property described herein, on this date executed the foregoing Affidavit for the purposes mentioned in the Affidavit. He / She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 20_____ .

My Commission Expires:

Notary Public, State of Florida

(ACKNOWLEDGEMENT – CORPORATION)
STATE OF FLORIDA)
COUNTY OE MIAMI-DADE)

BEFORE ME, the undersigned authority, this day personally appeared _____ and _____ both being to me well known and by me to be the _____ President and _____ Secretary of the _____ a Corporation under the laws of the State of _____, and which said Corporation is known by me to be the person described in and which executed the foregoing Covenant, the said officers of the said Corporation being likewise known 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 ac1 and deed of the said Corporation and in its name, and impresses thereon it Corporate Seal, for the uses and the purposes therein mentioned, and after being thereunto by the said Corporation duly authorized and directed.

WITNEESS 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: _____