

This instrument was prepared by
Or under the supervision of:
Name: **Guillermo Cuadra**
City Attorney
Address: **500 SW 109th Avenue**
Sweetwater, FL 33174

COVENANT FOR CONSTRUCTION WITHIN RIGHT OF WAY /
CITY UTILITY EASEMENT
(BY CORPORATION)

WHEREAS, the undersigned Owner(s) hold the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A" attached hereto and hereinafter called the "Property,"; and

WHEREAS, the Owner(s) requests permission to install _____

within the public right of way of the City of Sweetwater, Florida.

NOW, THEREFORE, IN ORDER TO ASSURE the City of Sweetwater (the "City") that the representations made by the Owner(s) will be abided by, the Owner(s) freely, voluntarily and without duress, make the following declaration of restrictions covering and running with the Property

IN CONSIDERATION of the approval of the above-mentioned permit by the City of Sweetwater Public Works Department, the Owner(s) agree(s) as follows:

1. To maintain and repair, when necessary, the above mentioned item(s) including sod installed within the dedicated right of way and/or utility easement. If it becomes necessary for the City 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 the City of Sweetwater harmless from any and all liability which may arise by virtue of City of Sweetwater 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 City 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).

[EXECUTION PAGE FOLLOWS]

