

**This instrument was prepared by
Or under the supervision of:
Name: 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]

IN WITNESS WHEREOF, the parties hereto have executed this Covenant as of the date first above written.

Signed, sealed, executed and acknowledged on _____ day of _____, 20____

Witnesses:

(CORPORATION NAME)

Print Name: _____

Name:
Title:

Print Name: _____

STATE OF FLORIDA }
 } SS.
MIAMI DADE COUNTY }

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

My Commission Expires:_____