



Miami Shores Village  
Building Department  
10050 N.E.2nd Avenue  
Miami Shores, Florida 33138  
Tel: (305) 795.2204  
Fax: (305) 756.8972

**COVENANT OF CONSTRUCTION WITHIN RIGHT OF WAY**

Whereas, (owner) \_\_\_\_\_ hereinafter referred to as the owner of the following described property (address): \_\_\_\_\_

Legal Description \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_ Subdivision \_\_\_\_\_

Folio # \_\_\_\_\_

Requests permission to install (describe work): \_\_\_\_\_

Within the public right of way of (address) \_\_\_\_\_

IN CONSIDERATION of the approval of this permit by the Village, 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 Miami Shores Village or Dade County to make repairs or maintain said items 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 Shores Village or Dade County harmless from any and all liability, which may rise by virtue of permitting the installation of these items 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 Village to do so. Failure to comply with this notice will result in the Village causing the item(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 obligations has been canceled by an affidavit filed in the Public Records of Dade County, Florida by the Village Manager of Miami Shores Village (or his fully authorized representative).

Signature \_\_\_\_\_

Owner or Agent

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

**NOTARY PUBLIC:**

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

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