

Address: _____

CORAL GABLES, FLORIDA ZIP _____

FOLIO #: _____

COVENANT RUNNING WITH THE LAND

THIS COVENANT made and entered into this ___ day of _____, 20___, by and between _____ **ALL NAMES OF OWNERS**, (hereinafter called COVENANTOR) and the CITY OF CORAL GABLES, FLORIDA, a municipal corporation of the State of Florida, in the county of Dade, hereinafter called CITY; and

WHEREAS, COVENANTOR is the fee owner of: **Lot** _____, **Block** ____, **SUBDIVISION NAME**, _____ **according to the Plat thereof, as recorded in Plat Book** ____, **Page** ____, **of the Public Records of Miami-Dade County, Florida** with the street address as follows _____ **ADDRESS, CORAL GABLES, FL ZIP** (hereinafter called "PROPERTY"); and

WHEREAS, CITY, pursuant to Chapter 58 of the Code of the City of Coral Gables, Florida, requires that concrete sidewalks, shall, at the sole expense of OWNER, be constructed, contiguous or adjacent to private property, when any property located within the corporate limits improved, altered or modified by the construction, reconstruction, renovation, remodeling or repair of any type of building, structure, or parking facility exceeding \$15,000.00 in value, or when such building to be constructed, reconstructed, renovated, remodeled or repaired exceeds 600 square feet in floor area that is being improved, pursuant to building permits issued by CITY; and

WHEREAS, COVENANTOR asks to be relieved of the obligation to construct *sidewalks* adjacent to PROPERTY at this time, and in consideration of the forbearance of CITY, COVENANTOR agrees with CITY to construct the aforesaid improvements at the sole cost and expense of COVENANTOR.

NOW, THEREFORE, in consideration of the premises herein set out, COVENANTOR hereby covenants and agrees with CITY to construct or cause to be constructed at the sole cost and expense of COVENANTOR, *sidewalks*, to the proper grade adjacent to PROPERTY upon thirty (30) days written notice from the Director of the Department of Public Works of the City of Coral Gables, Florida, addressed to the COVENANTOR at _____ **ADDRESS, Coral Gables, Florida ZIP.**

In the event that COVENANTOR shall fail to construct said improvements within thirty (30) days after the mailing of the written notice to COVENANTOR, from the Director of the Department of Public Works of the City of Coral Gables, Florida, then the Director of Public Works shall act as agent of COVENANTOR of any lot or parcel of land described in written notice, which agency is hereby specifically created, and said Director shall cause the said improvements to be constructed at the expense of COVENANTOR and the amount of any such construction cost, including a ten percent fee for engineering services for the public works department, and any incidental expenses shall be declared and established as a lien on the PROPERTY of such defaulting COVENANTOR and enforced as any lien for

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materials furnished and work and labor done, provided under the Statutes of the State of Florida. It is expressly agreed that this obligation shall be binding upon COVENANTOR and also heirs, successors in interest or assigns of COVENANTOR, and shall be a condition implied in any conveyance or other instrument affecting the title of the aforesaid PROPERTY or any portion thereof.

IN WITNESS WHEREOF, COVENANTOR has caused these presents to be executed and signed the date and year first above set forth.

COVENANTOR:

Signature
Print Name:
Title:

Signature
Print Name:
Title:

STATE OF FLORIDA
MIAMI-DADE COUNTY

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, on this ____ day of _____, 20__, by _____, who is personally known to me or has produced a _____ as identification.

My Commission Expires:

Notary Public, State of Florida
[SEAL]

Address: _____

CORAL GABLES, FLORIDA ZIP _____

FOLIO #: _____

CITY OF CORAL GABLES

By: _____

Hermes Diaz, P.E.

Director of Public Works

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

By: _____

Miriam S. Ramos, City Attorney

Cristina M. Suárez, Deputy City Attorney

Stephanie M. Throckmorton, Assistant City Attorney

Gustavo J. Ceballos, Assistant City Attorney