



City of Miami Gardens

Public Works Department
1515 N.W. 167th Street, Bldg. # 4, Suite # 180
Miami Gardens, Florida 33169
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www.miamigardens-fl.gov

ENCROACHMENT AGREEMENT AND RESTRICTIVE COVENANT OF CONSTRUCTION WITHIN RIGHT OF WAY

Whereas I, _____ and I, _____ (“Owner”) of the following described property being situated at _____ (street address) in the City of Miami Gardens, Florida:

Lot _____ Block _____ of _____ Subdivision, according to the Plat thereof recorded in Plat book _____, Page: _____ of the public records of Miami-Dade County, Florida.
Folio # _____

We are making improvements to our property and requests permission to install the following Improvements:

We recognize that some of the improvements that we are making will take place on right(s) of way that have been otherwise dedicated to the City of Miami Gardens and/or Miami-Dade County. In CONSIDERATION by the City for the approval of this permit, Owner agrees as follow:

1. To maintain and repair, when necessary, the above-mentioned improvements installed within the dedicated right of way. If it becomes necessary for the County and/or the City of Miami Gardens to makes repairs or maintain said items(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 agrees to indemnify and hold the City of Miami Gardens and/or Miami-Dade County harmless from any and all liability which may arise by virtue of the City of Miami Gardens and/or Miami-Dade County 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 item(s) to be removed or relocated 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 Dade-County, Florida by the City.

WITNESS:

Print Witness Name

Signature

OWNER(S):

Print Owner’s Name

Signature

State of Florida, County of Miami-Dade

Sworn and subscribed to me

Day

Month

Year

Notary’s Signature

Personally Known or ID

Type

Expiration Date

Seal: