

COVENANT RUNNING WITH THE LAND IN
FAVOR OF
MIAMI-DADE COUNTY

The undersigned, _____; being the present owner(s) of the following real property (hereinafter called "the Property"):

Located at _____ pursuant to Section 24-43.1(4)(a) of the Code of Miami-Dade County, hereby submit(s) this executed covenant running with the land in favor of Miami-Dade County:

The undersigned agree(s) and covenant(s) to the following:

1. The only liquid waste (excluding liquid wastes associated with the processing of agricultural produce in agricultural packing houses, stormwater and water used within a self-contained water recycling car wash facility, provided such facility does not backwash the recycling filters) which shall be generated, disposed of, discharged, or stored on the Property shall be domestic sewage discharged into a septic tank, unless a variance(s) is granted by the Environmental Quality Control Board, pursuant to Chapter 24 of the Code of Miami-Dade County, and if so granted, the type of liquid waste to be generated, disposed of, discharged, or stored on the Property will be restricted to that permitted by any such variance granted by the Environmental Quality Control Board of Miami-Dade County.
2. Prior to the entry into a landlord-tenant relationship with respect to the Property, the undersigned agree(s) to notify in writing all proposed tenants of the Property of the existence and contents of this Covenant.
3. The undersigned agree(s) and covenant(s) that this Covenant and the provisions contained herein may be enforced by the Director of Environmental Resources Management by preliminary permanent, prohibitory, and mandatory injunctions as well as otherwise provided for by law or ordinance.
4. This agreement and Covenant shall be recorded in the Public Records of Miami-Dade County, Florida and the provisions hereof shall constitute a Covenant Running with the Land and shall remain in full force and effect and be binding upon the undersigned, their heirs, legal representatives, estates, successors, grantees and assigns.
5. This agreement and Covenant shall upon request by the undersigned be released by the Director of the Department of Environmental Resources Management or his designee when the Property has been connected to an operable public water main and an operable public sanitary sewer.
6. This Covenant is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Covenant is recorded after which time it shall be extended automatically for successive periods of ten years each, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the Covenant in whole, or in part, provided that the Covenant has first been modified or released by Miami-Dade County as specified herein.

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this _____ day of _____, 20____.

GOVERNMENT ENTITY

WITNESSES:

Sign _____
Print _____
Sign _____
Print _____

ENTITY

Sign _____
Print _____
Title _____
Address _____

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

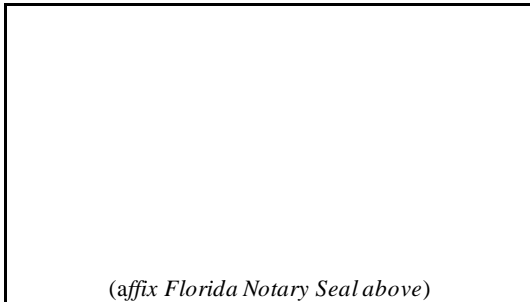
The foregoing instrument was acknowledged before me by means of *(how the individual appeared check one)*:

physical presence online notarization this _____ day of _____, 20____.
(date) (month) (year)

by _____
(name of individual acknowledging)

as _____ for _____
(type of authority, e.g., Officer, Attorney-in Fact) (Name of party on behalf of whom executed)

Individual identified by: personal knowledge satisfactory evidence _____.
(type)



(Signature of Notary Public)

(typed, printed, or stamped name of Notary Public)

DO NOT WRITE BELOW THIS LINE - GOVERNMENT USE ONLY

(Date)

[insert name of County employee]
[insert title of County employee]

(Witness Name)

(Witness Name)