

This instrument was prepared by:

Name:

Address:

(Space reserved for Clerk)

COVENANT RUNNING WITH THE LAND IN FAVOR OF
MIAMI-DADE COUNTY, FLORIDA, REQUIRING
INSTITUTIONAL CONTROLS [AND ENGINEERING
CONTROLS] AT REAL PROPERTY LOCATED AT
_____, (Municipality), MIAMI-DADE
COUNTY, FLORIDA.

The Owner, _____, holds the fee
simple title to the parcel of real property legally described as set forth in Exhibit A, attached
hereto and incorporated herein by reference, and located at
_____, Miami-Dade County, Florida, and furthermore
identified for ad valorem tax purposes by all or part of Folio Number[(s)]
_____ (hereinafter referred to as
the “Property”), hereby creates a covenant pursuant to Section 24-44 (2)(k)(ii) of Chapter 24,
Code of Miami-Dade County, Florida, on behalf of the Owner, heirs, successors, grantees and
assigns, running with the land to and in favor of Miami-Dade County, a political subdivision of
the State of Florida (hereinafter referred to as the “County”), its successors, grantees and assigns,

pursuant to Section 24-44 (2)(k)(ii) of Chapter 24 of the Code of Miami-Dade County, Florida, with respect to the Property as follows:

The Owner covenants and agrees to the following:

A. The Owner of the Property has elected to implement institutional [and engineering controls] on the Property to obtain approval for a No Further Action with Conditions proposal pursuant to Section 24-44 (2)(k)(ii) of Chapter 24 of the Code of Miami-Dade County, Florida. The institutional [and engineering controls] that are applicable to the Property have been initialed as set forth below. These institutional [and engineering controls] afford a level of protection to human health, public safety and the environment that is equivalent to that provided by Section 24-44 (2)(f)(i) and Section 24-44 (2)(f)(ii) of Chapter 24, Code of Miami-Dade County, Florida. The applicable institutional [and engineering controls] are set forth as follows:

1. ___ The Property shall not be used for residential purposes.
2. ___ The Property shall not be used for a children's nursery, children's day care center, children's school, children's camp, or any other similar facility.
3. ___ Groundwater from the Property shall not be used for drinking water purposes.
4. ___ Groundwater from the Property shall only be withdrawn for monitoring of pollution.
5. ___ Contaminated soil, as delineated in the Site Assessment Report dated _____ and approved by the Director of the Miami-Dade County Department of [Environmental Resources Management or Permitting, Environment and Regulatory Affairs or Regulatory and Economic Resources], its successors or its assigns, shall not be removed from the Property without prior written approval of the Miami-Dade County Department of Regulatory and Economic Resources, its

successors or its assigns. The Site Assessment report is summarized in Exhibit B, which is incorporated by reference.

6. ____ Other applicable institutional controls as set forth below:

7. ____ Engineering control[(s)], detailed in the Engineering Control Plan dated _____ and approved by the Director of the Miami-Dade County Department of [Environmental Resources Management or Permitting, Environment and Regulatory Affairs or Regulatory and Economic Resources], its successors or its assigns. The Engineering Control Plan is summarized in Exhibit C, which is incorporated by reference.

B. Prior to the entry into a landlord-tenant relationship with respect to the Property, the Owner agrees to notify in writing all proposed tenants of the Property of the existence and contents of this Covenant.

C. For the purpose of inspecting for compliance with the institutional [and engineering controls] contained herein, the Miami-Dade County Department of Regulatory and Economic Resources, its successors or its assigns, shall have access to the Property at reasonable times and with reasonable notice to the Owner of the Property. In

the event that the Owner does not or will not be able to comply with any of the institutional [and engineering controls] contained herein, the Owner shall notify in writing the Miami-Dade County Department of Regulatory and Economic Resources, its successors or its assigns, within three (3) calendar days.

D. This Covenant may be enforced by the Director of the Miami-Dade County Department of Regulatory and Economic Resources, its successors or its assigns, by permanent, temporary, prohibitory, and mandatory injunctions as well as otherwise provided for by law or ordinance.

E. The provisions of this instrument shall constitute a covenant running with the land, shall be recorded, at the Owner's expense, in the public records of Miami-Dade County and shall remain in full force and effect and be binding upon the undersigned, their heirs, legal representatives, estates, successors, grantees and assigns until a release of this Covenant is executed and recorded in the Public Records of Miami-Dade County, Florida.

F. 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 after the date this Covenant is recorded, after which time it shall be extended automatically for successive periods of ten (10) years each, unless the Covenant is modified or released by Miami-Dade County.

G. Upon demonstration to the satisfaction of the Director of the Department of Regulatory and Economic Resources, its successors or its assigns, that the institutional

controls [and engineering controls] set forth in this Covenant are no longer necessary for the purposes herein intended because the criteria set forth in Section 24-44 (2)(k)(i) of Chapter 24 of the Code of Miami-Dade County, Florida have been met, the Director of the Department of Regulatory and Economic Resources, its successors or its assigns, shall, upon written request of the Owner, release this Covenant.

H. The Owner shall notify the Director of the Miami-Dade County Department of Regulatory and Economic Resources, its successors or its assigns, within thirty (30) days of any conveyance, sale, granting or transfer of the Property or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Property.

I. The term Owner shall include the Owner and its heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned, being the Owner of the Property, agrees to the provisions of this Covenant, hereby create same as a Covenant Running with the Land in favor of Miami-Dade County, Florida, and set their hands and seal unto this Covenant this _____ day of _____, _____.

INDIVIDUAL

WITNESSES:

sign _____
print _____
sign _____
print _____

OWNER:

sign _____
print _____
Address _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

NOTARY PUBLIC:

sign _____

print _____

State of Florida at Large (Seal)

My Commission Expires: _____

IN WITNESS WHEREOF, the undersigned, being the Owner of the Property, agrees to the terms of this Covenant, hereby create same as a Covenant Running with the Land, and set their hands and seal unto this Covenant this _____ day of _____, _____.

CORPORATION

WITNESSES:

sign _____ Corporation _____, Inc.
print _____ sign _____
sign _____ print _____
print _____ Title _____
sign _____ Address _____
print _____

(corporate seal)

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by _____, as _____ of _____, Inc., a Florida corporation, on behalf of the corporation. He or she is personally known to me or has produced _____ as identification and who take an oath.

NOTARY PUBLIC:

sign _____

print _____

State of Florida at Large (Seal)

My Commission Expires: _____