

**COVENANT FOR MAINTENANCE OF CERTAIN IMPROVEMENTS WITHIN
MIAMI-DADE COUNTY RIGHT-OF-WAY BETWEEN THE TOWN OF CUTLER BAY
AND MIAMI-DADE COUNTY**

WHEREAS, roadway improvements along SW 211 Street from SW 112 Avenue (Allapattah Road) to SW 108 Court (the "Project") are under construction by Miami-Dade County (the "County"); and

WHEREAS, the County is solely responsible for the milling and resurfacing of the existing pavement, the construction of the bike lanes with green colored pavement, and the construction of the concrete curb separators, as further depicted in Exhibit "A".

WHEREAS, the Town of Cutler Bay (the "Town") is solely responsible for the installation of the landscaping inside the concrete curb separators; and

WHEREAS, the Town and the County are mutually desirous of providing assurances for the future continued maintenance, repair and replacement of the elements constructed in this Project; and

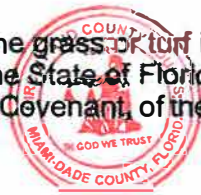
WHEREAS, the Town shall be solely responsible for the operation and maintenance of the new landscaping installed only inside the concrete curb separators and vegetation in sidewalk joints along SW 211 Street from SW 112 Avenue (Allapattah Road) to SW 108 Court, within the public road right-of-way (the "Improvements"). The Town will maintain the bike lanes free and clear of debris and other deleterious materials by the use of mechanical street sweepers or other methods; and

WHEREAS, the County shall continue to maintain the trees and landscaping in the existing medians along SW 211 Street from SW 112 Avenue (Allapattah Road) to SW 108 Court.

NOW, THEREFORE, in consideration of the covenants herein provided, the Town agrees as follows:

1. To maintain, repair and replace, when necessary, the landscaping installed inside the concrete curb separators and vegetation in sidewalk joints. The Town will maintain the bike lanes free and clear of debris and other deleterious materials by the use of mechanical street sweepers or other methods. If it becomes necessary for the County to make repairs, maintain or replace the landscaping installed inside the concrete curb separators or perform debris removal, by reason of the Town's failure to do so, such expense shall be paid by the Town.
2. Upon completion of the landscape work by the Town, the Town shall, at its sole cost and expense, maintain, repair and/or replace, as necessary, the sod and all landscaping, in a like or similar manner as that installed by the Town inside the concrete curb separators along SW 211 Street from SW 112 Avenue (Allapattah Road) to SW 108 Court. The maintenance by the Town shall further include, but not be limited to, the following:

a) Mow, cut and/or trim and edge the grass or turf in accordance with the latest edition as of the date of this Covenant, of the State of Florida "Guide for Roadside Mowing" and the latest edition as of the date of this Covenant, of the "Maintenance Rating Program";



- b) Properly prune all plants, which include plant and tree trimmings, in accordance with the latest edition as of the date of this Covenant, of the "Maintenance Rating Program", and prune, trim and/or edge such parts thereof which may present a visual or other safety hazard for those using or intending to use the right-of-way;
- c) Keep plants as free as possible from disease and harmful insects; remove and properly dispose of dead, diseased or otherwise deteriorated plants in their entirety, and replace those that fall below original landscape work standard;
- d) Properly remove and dispose of all undesirable vegetation including but not limited to weeding of plant beds and removal of invasive exotic plant materials;
- e) Properly mulch all plant beds;
- f) Water and fertilize all plants properly;
- g) Remove and dispose of all trimmings, roots, branches, litter, etc., resulting from the activities described above.

The Town shall be responsible for performing the work described in Paragraph 2 with a minimum frequency of twelve (12) times per year.

The Town will also be responsible for replacing only the damaged trees and landscaping installed inside the concrete curb separators for reasons other than maintenance such as natural disasters, storm events, and traffic accidents.

- 3. To the extent allowed by Florida Statute 768.28, the Town does hereby agree to indemnify and hold the County harmless from any and all liability for personal injury/property damage that may arise by virtue of the Town's own negligence which may come from the County permitting the installation of the Improvements within the public right-of-way, or from the Town's negligent failure to maintain or operate the Improvements. Notwithstanding the foregoing, nothing herein is intended to serve as a waiver of sovereign immunity by the Town nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Town is subject to section 768.28, Florida Statutes, as may be amended from time to time.
- 4. The Town does hereby agree to remove or relocate the Improvements at the Town's own expense, within 60 days' notice by the County to do so. Failure to comply with this notice will result in the County causing the Improvements to be removed and all costs incurred in the removal and disposal of the Improvements shall be assessed against the Town.
- 5. The undersigned further agrees that these conditions shall be deemed a Covenant between the Town and the County and shall remain in full force and effect and be binding on the Town until such time as this obligation has been cancelled by an affidavit filed in the Public Records of Miami-Dade County, Florida by the Director of the Department of Transportation and Public Works (or their fully authorized representative).



Signed, sealed, executed and acknowledged on the 12 day of February, 2020, at Miami, Florida.

TOWN OF CUTLER BAY

By: Rafael G. Casals
 Name: Rafael G. Casals
 Title: Town Manager

Attest: Debra E. Eastman
 Name: Debra E. Eastman
 Title: Town Clerk

MIAMI-DADE COUNTY

By: Alice N. Bianco, P.E.
 Name: Alice N. Bianco, P.E.
 Title: DIRECTOR - DTPW

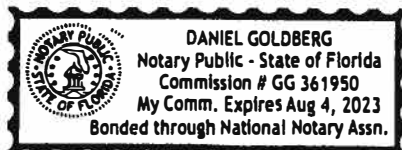
Attest: Sonia L. Antante
 Name: Sonia L. Antante
 Title: St. Executive Secretary to the Director

(ACKNOWLEDGEMENT – CORPORATION)

STATE OF FLORIDA)
) SS.
 COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, this day personally appeared Rafael G. Casals and Debra E. Eastman both being to me well known and known by me to be the Town Manager and Town Clerk of the Town of Cutler Bay, a Corporation under the laws of the State of Florida, and which said Corporation is known by me to be the person described in and which executed the foregoing Covenant, the said officers of the said Corporation being likewise known by me to be the officers thereof who, in their official capacities as such officers of said Corporation executed, signed and delivered the said Covenant as the act and deed of said Corporation, and the said officers of said Corporation then and there severally acknowledged to and before me that they executed the said Covenant, acting in their said official capacities, for and as the act and deed of the said Corporation and in its name, and impressed thereon its Corporate Seal, for the uses and purposes therein mentioned, and after being thereunto by the said Corporation duly authorized and directed.

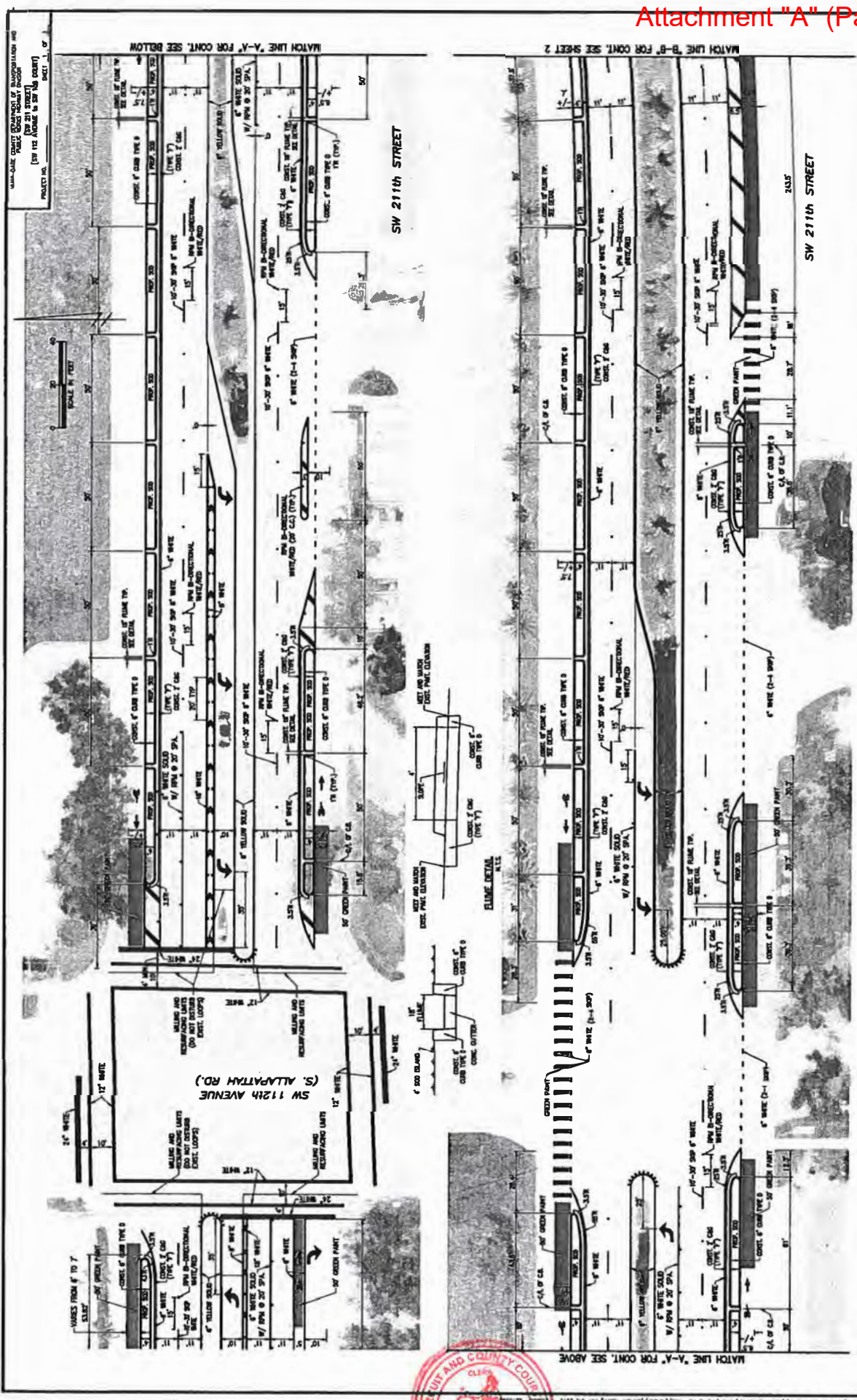
WITNESS my hand and official Seal at Town of Cutler Bay in the County and State aforesaid, on this, the 30th day of January, A.D. 2020.



DJL
 Notary Public, State of Florida

My Commission expires: _____



SW 211 STREET
CONCEPT SKETCH

MIAMI-DADE COUNTY
DEPARTMENT OF TRANSPORTATION
AND PUBLIC WORKS
HIGHWAY DIVISION
CONTRACT 1-1-10
REV. 10/10/10

EXHIBIT "A"

[illegible]



PROJECT NO. _____ SHEET 3 OF 3

STATE OF FLORIDA, COUNTY OF MIAMI-DADE
I HEREBY CERTIFY that this is a true copy of the
original filed in this office on FEB 20 2020 day of
AD 20
WITNESS my hand and Official Seal:
HARVEY RIVLIN, Clerk of Circuit and County Courts
By [Signature] #93210 D.C.

[illegible]

EXHIBIT "A"

NAME	DATE	NAME	DATE	NAME	DATE
CHANDRA BY CHANDRA BY				CHANDRA BY CHANDRA BY	
CHANDRA BY CHANDRA BY					

MIAMI-DADE COUNTY

**DEPARTMENT OF TRANSPORTATION
AND PUBLIC WORKS
HIGHWAY DIVISION**

**FORM 2.0 - 1978 EDITION
REVISED 1-82**

**SW 211 STREET
CONCEPT SKETCH**