Document prepared by:

Office of City Attorney

444 S.W. 2nd Avenue, Suite 945

Miami, FL 33130-1910

Return Recorded Copy to:

City of Miami

Office of Zoning, Attn.: Zoning Administrator

444 S.W. 2nd Avenue, 2nd Floor

Miami, FL 33130-1910

Folio Nos: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Space Above for Recorder's Use Only)

PARKING COVENANT

**KNOW ALL BY THESE PRESENTS** that the undersigned, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Project Owner"), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Parking Owner"), hereby make, declare and impose on the land herein described, this Parking Covenant ("Covenant") for the benefit of the **CITY OF MIAMI** ("City") and the covenants running with the title to the land contained herein, which shall be binding on the Project Owner and Parking Owner, and their respective heirs, successors and assigns, personal representatives, mortgagees, lessees, grantees, and against all persons claiming by, through or under them.

**WHEREAS**, Project Owner is the owner of that certain property located in the City of Miami, Miami-Dade County, Florida, more particularly described on Exhibit "A" (the "Property"); and

**WHEREAS**, Parking Owner is the owner of that certain property located in the City of Miami, Miami-Dade County, Florida, more particularly described on Exhibit "B" (the "Parking Parcel"); and

**WHEREAS,** Project Owner intends to develop the Property with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Project"), pursuant to Waiver No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Waiver"), issued by the City; and

**WHEREAS**, pursuant to the Waiver and the associated plans approved by the City, \_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the Project's parking spaces will be located off-site at locations within 1,000 feet of the Property; and

**WHEREAS**, Project Owner and Parking Owner desire to enter into this Covenant in order to assure the City that the Parking Owner, its successors and assigns, will provide \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ parking spaces dedicated to the Project under the terms of the Waiver, as more particularly described below.

**NOW THEREFORE**, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Project Owner and Parking Owner hereby agree as follows:

1. The above recitals are true and correct and by this reference are incorporated as if fully set forth herein.

2. Project Owner and Parking Owner desire to enter into this Covenant to assure the City that the development of the Project will not violate the City's Zoning Ordinance, Miami 21, as amended, (the "Zoning Ordinance") as the Zoning Ordinance relates to off-site parking.

3. In the event the Parking Parcel is sold or conveyed subsequent to the recordation of this Covenant, each of the subsequent owner(s) and their heirs, successors and assigns, personal representatives, mortgagees, lessees, grantees, and all persons claiming by, through or under them, if any, shall be bound by the terms, provisions, and conditions of this Covenant. As to the Property, this Covenant shall run with the land and shall benefit Project Owner and its heirs, successors and assigns, personal representatives, mortgagees, lessees, and all persons claiming title to the Property by, through, or under it.

4. Project Owner agrees that the Property will be developed in accordance with the Waiver. The Waiver requires \_\_\_\_\_\_\_\_\_\_\_\_\_ parking spaces to be located on and off-site dedicated for the use of the Project and an existing building on-site, of which: (i) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ parking spaces associated with the existing building on-site shall remain; (ii) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ parking spaces associated with the Project shall be located in a permanent parking structure (as defined in the Zoning Ordinance) on the Parking Parcel (the “Parking Structure”) and (ii) \_\_\_\_\_\_\_\_\_\_\_\_\_\_ parking spaces associated with the Project shall be located on-street adjacent to the Property. The Waiver and approved plans and documents for the Project are on file with the City of Miami Office of Zoning and are deemed incorporated by reference herein.

5. Parking Owner hereby covenants and agrees that \_\_\_\_\_\_\_\_\_\_\_\_\_ permanent parking spaces for the Project shall be located on the Parking Parcel within a Parking Structure to be constructed within 1,000 feet of the nearest point of the Property.

6. In the event that any of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ parking spaces on the Parking Parcel are rendered unavailable for a period greater than ninety (90) consecutive days after such use commences, Parking Owner hereby covenants and agrees to procure and replace one (1) parking space for each parking space rendered unavailable for use by the Project, subject to approval by the City.

7. The provisions of this Covenant shall become effective upon recordation in the Public Records of Miami-Dade County, Florida, and shall continue in effect for a period of thirty (30) years after the date of such recordation, after which time they shall be extended automatically for successive periods of ten (10) years each, unless released in writing by the following: (i) then owners of the Property and Parking Parcel, and (ii) the Zoning Administrator of the City, or his/her respective designee(s) or successor(s), upon the demonstration and affirmative finding that the same is no longer necessary to preserve and protect the Property for the purposes herein intended.

8. This Covenant may be modified, amended, or released as to any portion of the Property or the Parking Parcel by a written instrument executed by the Project Owner, the Parking Owner, and the Zoning Administrator of the City (subject to the approval of the City Attorney as to legal form), or their respective designee(s) or successor(s). All amendments, modifications, or releases of this Covenant shall be executed in the manner enumerated in this section and shall be recorded in the Public Records of Miami-Dade County, Florida in order for the amendment, modification, or release to be valid and effective.

9. It is understood and agreed that any official inspector of the City may have the right at any time during normal business hours to enter upon the Property and the Parking Parcel for the purpose of investigating the use of the Property and Parking Parcel and for determining whether the conditions of this Covenant are being complied with. Enforcement shall be by action against the parties or persons violating or attempting to violate any covenants in this Covenant. For clarification purposes only, City or Project Owner (and its successors and assigns) shall be entitled to specific performance and injunctive relief to enforce this Covenant against Parking Owner (and its successors and assigns) and the Parking Parcel. In the event of any action or suit pertaining to or arising out of this Covenant, each party shall bear their own attorney’s fees and costs. This enforcement provision shall be in addition to any other remedies available at law, in equity or both. The violations may also be enforced by City Code, Chapter 2, Article X, titled Code Enforcement. However, the enforcement provision set forth above shall not apply to any action against the City.

10. Invalidation of any of these covenants by judgment of court shall not affect any of the other provisions, which shall remain in full force and effect.

11. All rights, remedies, and privileges gained herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges as may be available to it.

12. This Covenant will be e-recorded by the City in the Public Records of Miami-Dade County, Florida, at Project Owners' expense, against the Property and the Parking Parcel upon full execution.

13. This Covenant may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Covenant. The parties shall be entitled to sign and transmit an electronic signature of this Covenant (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Covenant upon request.

[SIGNATURES PAGE(S) TO FOLLOW]

APPROVED:

OFFICE OF ZONING

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Daniel S. Goldberg, Esq.

Zoning Administrator

APPROVED AS TO FORM AND CORRECTNESS:

OFFICE OF THE CITY ATTORNEY

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Victoria Méndez, Esq.

City Attorney

Signed, witnessed, executed and acknowledged this \_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

 **OWNER**

[INSERT NAME OF OWNER; INCLUDE CHAIN OF OWNERSHIP IF APPLICABLE]

**WITNESSES:** By: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 [insert name and title of signatory]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

 ) SS

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_)

 The foregoing instrument was acknowledged before me by means of \_\_\_\_ physical presence OR \_\_\_\_ online notarization, this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_\_\_\_.

Type of Identification Produced \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print or Stamp Name: \_\_\_\_\_\_\_\_\_\_\_

Notary Public, State of \_\_\_\_\_\_\_\_\_\_

Commission No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

My Commission Expires: \_\_\_\_\_\_\_\_

Signed, witnessed, executed and acknowledged this \_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

,

 **OWNER**

[INSERT NAME OF OWNER; INCLUDE CHAIN OF OWNERSHIP IF APPLICABLE]

,

**WITNESSES:** By: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 [insert name and title of signatory]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

 ) SS

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_)

 The foregoing instrument was acknowledged before me by means of \_\_\_\_ physical presence OR \_\_\_\_ online notarization, this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_\_\_\_.

Type of Identification Produced \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print or Stamp Name: \_\_\_\_\_\_\_\_\_\_\_

Notary Public, State of \_\_\_\_\_\_\_\_\_\_

Commission No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

My Commission Expires: \_\_\_\_\_\_\_\_

EXHIBIT "A"

THE PROPERTY

ADDRESSES:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FOLIO(S):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LEGAL DESCRIPTION:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EXHIBIT "B"

PARKING PARCEL

ADDRESSES:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FOLIO(S):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LEGAL DESCRIPTION:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_