

**COVENANT FOR MAINTENANCE OF CERTAIN IMPROVEMENTS WITHIN  
MIAMI-DADE COUNTY RIGHT-OF-WAY BETWEEN THE CITY OF MIAMI BEACH  
AND MIAMI-DADE COUNTY**

WHEREAS, the City of Miami Beach requests permission to install green paint along the existing bicycle lanes on Venetian Causeway (the "Improvements") within the public road right-of-way; and

WHEREAS, the City of Miami Beach and Miami-Dade County are mutually desirous of providing assurances for the future continued maintenance, repair and replacement of the Improvements; and

WHEREAS, the City of Miami Beach shall be solely responsible for the installation and maintenance of the Improvements.

NOW, THEREFORE, in consideration of the covenants herein provided, the City of Miami Beach agrees as follows:

1. To maintain, repair and replace, when necessary, the Improvements. If it becomes necessary for Miami-Dade County to make repairs, maintain or replace the Improvements including restoration of street, by reason of the City of Miami Beach's failure to do so, such expense shall be paid by the City of Miami Beach.
2. To the extent allowed by Florida Statue 786.28, the City of Miami Beach does hereby agree to indemnify and hold Miami-Dade County harmless from any and all liability for personal injury/property damage that may arise by virtue of the City of Miami Beach's own negligence which may come from Miami-Dade County permitting the installation of the Improvements within the public right-of-way, or from the City of Miami Beach's negligent failure to maintain or operate the Improvements.
3. The City of Miami Beach does hereby agree to remove or relocate the Improvement(s) at the City of Miami Beach's own expense, within 60 days notice by the County to do so. Failure to comply with this notice will result in Miami-Dade County causing the Improvement(s) to be removed and all costs incurred in the removal and disposal of the Improvement(s) shall be assessed against the City of Miami Beach.
4. The undersigned further agrees that these conditions shall be deemed a Covenant between the City of Miami Beach and Miami-Dade County and shall remain in full force and effect and be binding on the City of Miami Beach 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) or by the Director of the Department of Parks Recreations and Open Spaces (or their fully authorized representative).

