

This instrument prepared by,
and after recording return to:

(Space reserved for Clerk)

HOLD HARMLESS
COVENANT RUNNING WITH THE LAND

THIS Hold Harmless Covenant Running with the Land (“Covenant”), is made this ____ day of _____, _____, by _____ (“Owner”), in favor of the City of Miami Beach, Florida, a municipality of the State of Florida (the “City”).

WITNESSETH:

WHEREAS, the Owner holds fee-simple title to certain property in the City of Miami Beach, Florida, located at _____, legally described as:

(“Property”); and

WHEREAS, the Owner applied to the City’s Board of Adjustment for variances of setbacks to construct a new swimming pool on the Property (“Project”); and

WHEREAS, the Board of Adjustment required submittal of a hold harmless agreement indemnifying and holding harmless the city against any claim or loss in the event of an accident involving a motor vehicle or other instrumentality due to the proximity of the pool to the public right-of-way; and

WHEREAS, the Board of Adjustment’s Order including such conditions is referenced as file number _____, and is recorded at OR Book _____, Pages _____, of the public records of Miami-Dade County Florida (“Order”); and

WHEREAS, the Owner is desirous of making a binding commitment as required in the Approval indemnifying and holding harmless the City against any claim or loss in the event of an accident involving a motor vehicle or other instrumentality due to the proximity of the pool to the public right-of-way.

NOW, THEREFORE, the Owner voluntarily covenants and agrees that the Property shall be subject to the following restrictions that are intended and shall be deemed to be covenants running

with the land and binding upon the Owner of the Property, his successors in interest and assigns, as follows:

1. The recitals and findings set forth in the preamble of this Covenant are hereby adopted by reference thereto and incorporated herein as if fully set forth in this Section.

2. The Owner, on behalf of himself and his successors in interest and assigns, agrees as follows:

a. To indemnify and hold harmless and forever release and discharge the City of Miami Beach, including but not limited to the Planning and Building Departments and the Board, and all of its employees, agents and personnel from any and all liability arising out of, or in connection with the Project, or its approval of the Project, including the costs of any suits, attorney's fees and other expenses in connection therewith, including trial and appeals therefrom.

b. To defend, pay or settle any liabilities and claims against the City of Miami Beach, the Departments, the Board, its employees, agents and personnel arising out of, or in connection with, the approval of the Project.

c. Owner affirmatively disclaims and waives all rights, if any, to hold the City of Miami Beach, the Department, the Board, its agencies, its employees or officers, to any liability, including damages, caused in the event that the Project is delayed for any reason, or as a result of any conditions imposed in connection with approval of the Project.

d. Owner acknowledges that the acceptance of the building permit to construct the Project is a complete estoppel to it, its heirs, successors and assigns as to any rights, real, apparent or otherwise, that they may have to challenge the efficacy of any conditions hereof.

3. This voluntary covenant shall remain in full force and effect and shall be binding upon the Owners of the Property, their successors in interest and assigns for an initial period of thirty (30) years from the date this instrument is recorded in the public records and shall be automatically extended for successive periods of ten (10) years, unless modified, amended or released prior to the expiration thereof.

4. This instrument may be modified, amended or released as to any portion of the Property by a written instrument executed by the then Owners of the fee-simple title to the land to be affected by such modification, amendment or release providing that same has been approved by the Board of Adjustment of the City of Miami Beach at a public hearing, which public hearing shall be applied for by and at the expense of the Owner, unless the City's Planning Director determines that changes in the City's Land Development Regulations, or the development or use of the Property, negates the need for this Covenant. Should this instrument be so modified, amended or released, the Planning Director or his successor, shall execute written instruments in recordable form effectuating and acknowledging such modification, amendment or release.

5. Invalidation of any one of these covenants by judgment of Court shall not affect any of the other provisions of this Covenant, which shall remain in full force and effect.

Planning Director

Dated

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