



## Summary of Public Works Permit Process for City Swale Areas:

Three most common scenarios for maintaining grass swale areas are as follows:

### Option 1 (Preferred Option): Grass

Maintain grass in swales using proper turfgrass management practices.

- No permit or restrictive covenant is required.

### Option 2: Swale Plantings

Residents may plant up to 100% of the swale area with low groundcover plants to be maintained at a maximum height of 30" from grade, with an approved Public Works permit for swale planting.

- Public Works Permit is required - No Permit Fee.\* (County and State roads have additional requirements.)
- Restrictive Covenant Agreement is required.

### Option 3: Swale Plantings and Decorative Crushed Stone

In locations where proper turfgrass management is not feasible, such as in heavy shaded areas, or areas where there is excessive vehicle parking, decorative crushed stone and low landscape plants can be allowed with an approved Public Works permit, a Restrictive Covenant Agreement, and a Certificate of Liability Insurance naming the City of Coral Gables as an additional insured.

Crushed stone can be used as a border material at the edge of roads where car traffic damages plantings and will be reviewed on a case-by-case basis.

- Public Works Permit is required - No Permit Fee.\* (County and State roads have additional requirements.)
- Restrictive Covenant Agreement is required.
- Certificate of Liability Insurance naming the City of Coral Gables as an additional insured is required.

### \* Layout Plan Requirement for Permit Application:

A sketch or plan of the proposed layout is required as part of the Public Works Permit application for Option 2 and Option 3 above. Sketches and plans can be hand drawn or computer drawn. The following are some examples of potential sketch or plan options:

1. Use a copy of an existing property survey to draw by hand or computer the proposed layout with dimensions and materials indicated.
2. Modify by hand or computer the sample alternative swale diagrams provided as part of this informational package to show the proposed layout with dimensions and materials indicated.
3. Print a photograph of the swale on 8.5x11 copy paper and mark the layout, dimensions, and proposed materials by hand or by computer on the photograph.
4. Use upside down marking spray paint to mark your proposed layout on the existing ground/grass in your swale area and then take photographs of the swale area with the painted lines. Print the photographs on 8.5x11 copy paper and mark the dimensions and proposed materials by hand or by computer.

### Option 4: Public Works Enroachment Review for All Other Scenarios

In locations where extensive landscape is being proposed or other factors require additional review or considerations, the applicant must submit an application to the Public Works Department for review of the proposal.

- Application Required - Reviewing Fee \$200 (Ordinance No. 2981)
- Public Works Permit is required - Permit fees typically apply.
- Restrictive Covenant Agreement is typically required.
- Certificate of Liability Insurance naming the City of Coral Gables as an additional insured is typically required.

# Swale Planting

## ***Growing Turfgrass in the Swale:***

- **Sod type** - use shade tolerant grass such as Palmetto St. Augustine.
- **Mowing** - increase the mowing height to 3"-4" - for most rotary mowers use the highest setting. Also keep the mower blades sharp and well adjusted for a clean cut. No more than one third of the leaf blades should be removed with any mowing
- **Irrigation** - water on an "as-needed" basis (when leaf blades begin to fold up, wilt or when footprints remain visible after walking on the grass). Apply 1/2 inch to 3/4 inch of water per application. Also, make sure to water only on Wednesdays and Saturdays for odd addresses and Thursdays and Sundays for even address (after 5pm and before 10am)
- **Avoid parking** on the grass if possible. If not possible, then try not to park in the same spot each time. Alternating parking locations reduces tire damage and heat engine damage to the grass.
- **Pest Management** - be familiar with the signs and how to treat the number one pest of St. Augustine sod - the chinch bug.
- **Fertilization** - fertilize once or twice a year with a slow release fertilizer such as polymer coated 11-2-11. Or if palms are also in the swale use a slow release polymer coated 8-2-12.
- **Aeration** - soil compaction can be alleviated by loosening up the soil which allows more oxygen to reach the roots. Ponding water is the #1 sign of poor aeration. Aeration can be done by tilling up the soil before planting or by poking/drilling holes into the soil of the existing grass. In areas with particularly heavy compaction or a buildup of a thick sediment layer from water ponding, it is sometimes necessary to carefully remove the top few inches of soil, being careful to not damage the tree roots, and replace the topsoil with a free-draining soil mix composed of 70% silica sand and 30% muck.
- **Planting:**

A Public Works Swale Planting Permit for planting other than plain grass is required and is useful in areas where conditions are impractical for growing grass such as deep shade or locations with heavy parking issues. A property owner may apply for a Public Works Swale Planting Permit to plant up to 100% of the swale area with low growing groundcover plants. See a list of suggested plants on the following page. Other plant species that can be maintained at 30" max height will be considered during the plan review process.

For additional information refer to the following:

*"Growing Turfgrass in the Shade"* <http://edis.ifas.ufl.edu/ep072>

*"Minimizing Traffic Damage to Your Florida Lawn"*

<http://edis.ifas.ufl.edu/EP071>



# Alternative Swale Planting

Swale planting can be comprised of a combination of low growing plant types in the swale. When planting 100% of the swale, plantings must extend fully from the sidewalk (or property line where no sidewalk exists) to the edge of the road. Creating a hedge along the road or sidewalk is not permitted. Plants must be maintained at a maximum 30" height or lower for visibility.

The following plants are suggested species for swale planting; however other appropriate species may be approved during the permit process.

## SUGGESTED PLANTS FOR SWALES:

### NATIVES:



Dune Sunflower  
*Helianthus debilis*



Beach Creeper  
*Ernodea littoralis*



Spider Lily  
*Hymenocallis latifolia*



Boston Fern  
*Nephrolepis exaltata*



Peperomia  
*Peperomia obtusifolia*



Blue Porterweed  
*Stachytarpheta urticifolia*



Yellow Lantana  
*Lantana depressa*



Sunshine Mimosa  
*Mimosa strigillosa*



Indian Blanket Flower  
*Gaillardia pulchella*



Frogfruit  
*Phyla nodiflora*

### NON-NATIVES:



Green/Variiegated Liriope  
*Liriope muscari*



Flax Lily  
*Dianella tasmanica*



Burlle Marx Philodendron  
*Philodendron 'Burlle Marx'*



Wart Fern  
*Microsorium scolopendrium*



Red Congo  
*Philodendron 'Rojo Congo'*



Perennial Peanut  
*Arachis glabrata*



Mondo Grass  
*Ophiopogon japonicus*



Asiatic Jasmine  
*Trachelospermum asiaticum*



Purple Queen  
*Tradescantia pallida*

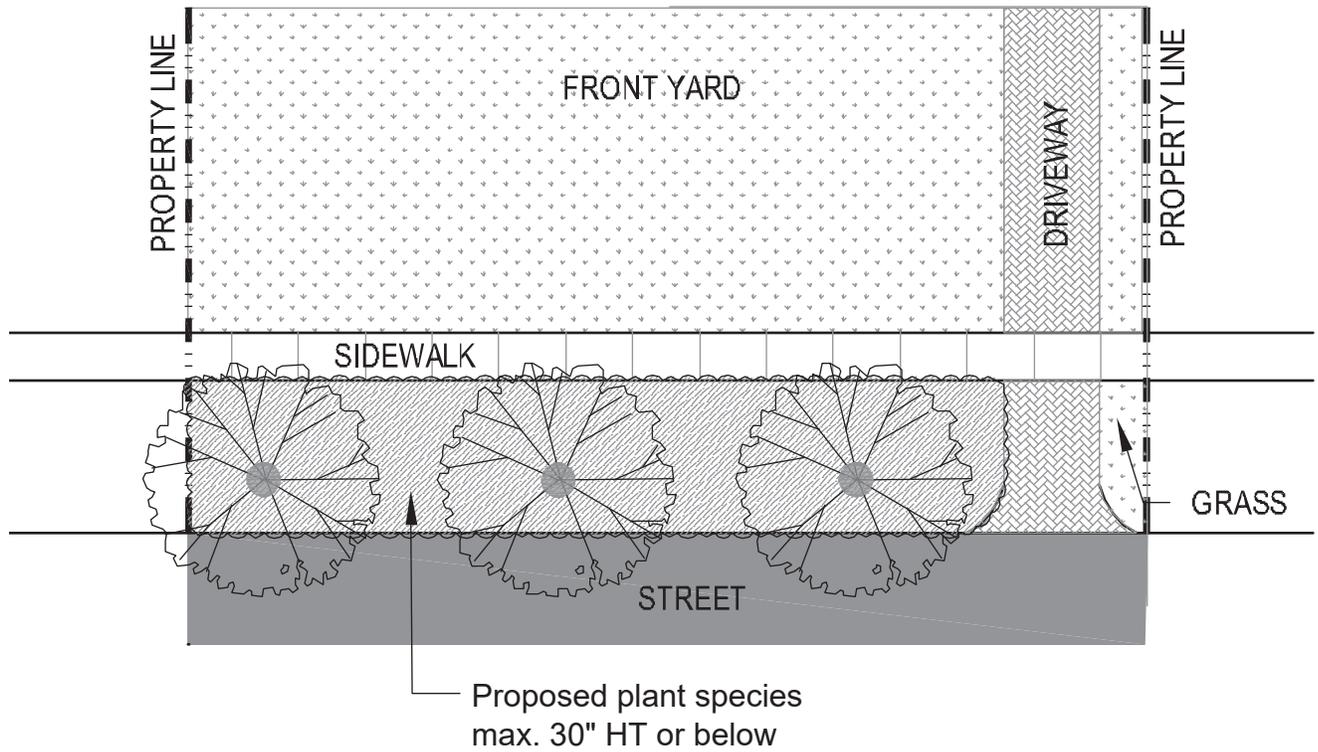


Pentas  
*Pentas lanceolata*

Note: If you have visible roots, recommended species are Wart Fern and Philodendron 'Burlle Marx'.  
If you have Banyan Trees, use Philodendron 'Rojo Congo'.

# Alternative Swale Planting

Sample Layouts



# Alternative Swale Options

## CRUSHED STONE OR SHELL AND PLANTING

NOTE: If crushed stone or shell is used, plantings around trees is Required - See "Swale Planting" for options.

Residents have the option to cover part of their swale with an approved crushed stone or shell. They must complete a Public Works Swale Planting Permit Application. Figures 1-3 of this package show some sample configurations of these areas. Each property is unique, so these guidelines should be used to draw a specific plan to be reviewed for permitting. The Details are organized according to the width (distance between street and sidewalk) of the swale area.

Swale plantings around trees will be required for all decorative crushed stone or shell installations and must extend from the sidewalk to the edge of the road. Crushed stone can be used as a border material at the edge of roads where car traffic damages plantings and will be reviewed on a case-by-case basis. The crushed stone material allowed is limited to the three options below.

## APPROVED CRUSHED STONE OR SHELL



Granite  
3/8"



Oolite (Limestone)  
2/1 oolite fine to rice rock



Coquina Shells  
Florida Seashell Small

Sample installations of these materials can be viewed at the Coral Gables Public Library at 3443 Segovia Street (On the University Drive side)

## PERMIT APPLICATION PROCESS

Step 1: Applicant submits a Public Works Swale Planting Permit. The applications can be uploaded digitally through the digital plan review system, to include the application with proposed alternative swale materials and proposed layout, with the restrictive covenant signed and executed through the city attorney's office.

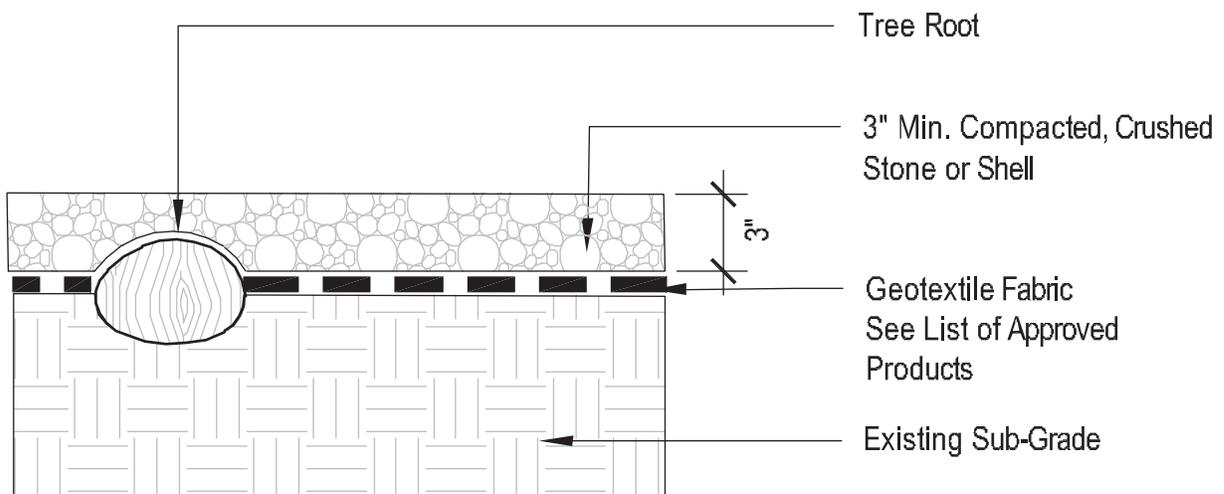
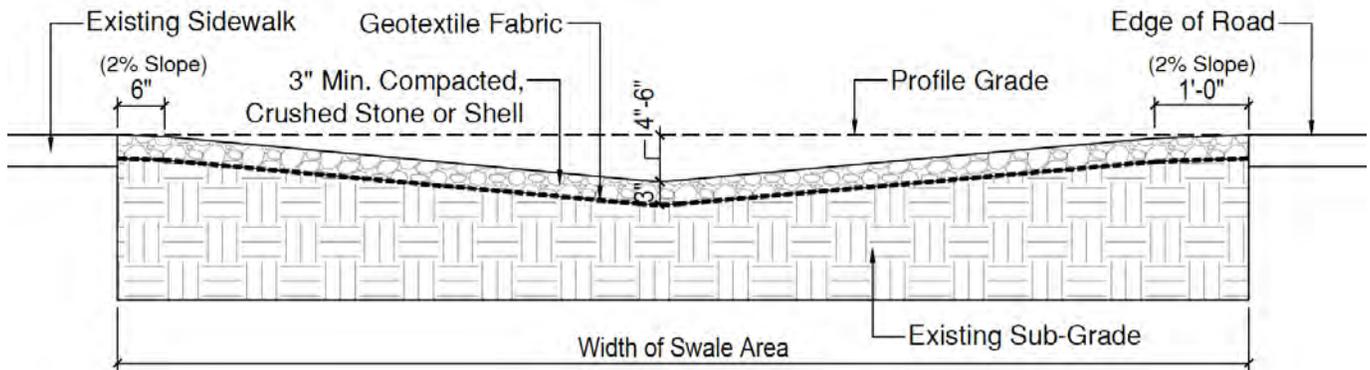
Step 2: Public Works Staff Reviews and Processes Permit.

### Conditions of all Public Works Encroachments in Right of Way Permits:

The adjacent property owner maintains the encroachment in good repair at all times and at the owner's expense. The City of Coral Gables reserves the right to remove, add, maintain or have the owner remove any of the improvements within the right-of-way. The owner executes a Hold Harmless Restrictive Covenant Agreement through the city attorney's office as part of the application.

# Alternative Swale Options

## Installation Detail for Crushed Stone/Shell



NOTE: WHERE TREE ROOTS ARE VISIBLE ABOVE GROUND, GEOTEXTILE FABRIC SHALL BE CUT TO EXPOSE ROOTS, BUT STONE/SHELL MAY COVER ROOTS.

Filter Geotextile shall be a minimum 6-ounces per square yard (nominal) nonwoven needle punched synthetic fabric consisting of staple or continuous filament polyester or polypropylene manufactured. Geotextile shall be inert and unaffected by long-term exposure to chemicals or liquids with pH range from 3 to 10.

Filter Geotextile shall have a Survivability Class 1, 2 or 3 in accordance with AASHTO M288. Installation must follow fabricant instructions.

Listed Below are some of the Manufacturers of Products that meet these requirements.

TenCrate Miralfi - N-Series - 160 N

Us, Fabrics Inc. - US 200

Propex Geotextile Systems - GEOTEX 1001

Fiberweb - TYPAR 3501

Fibertex Geotextiles - F-25

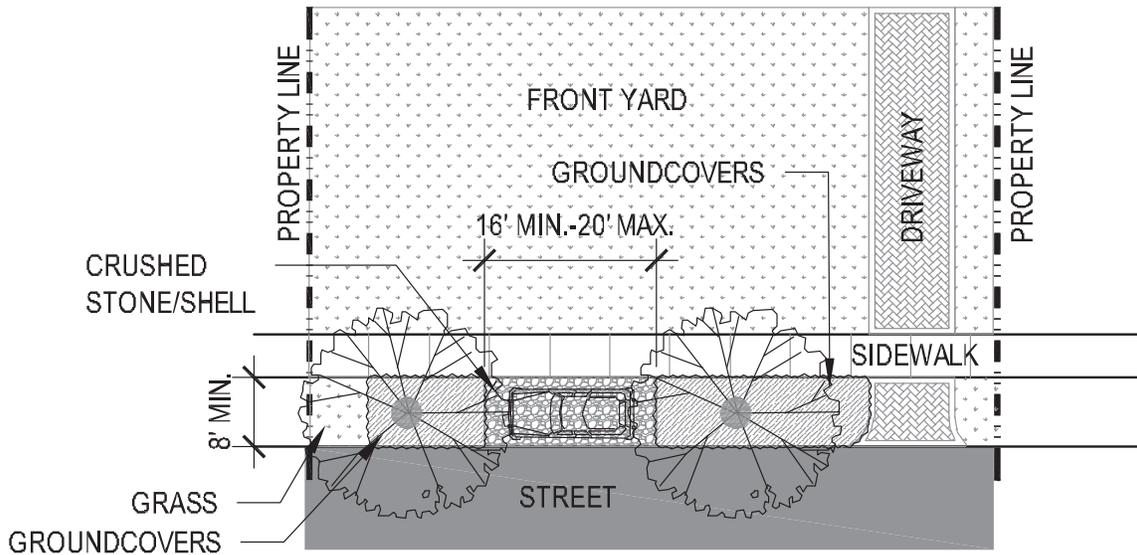
Granite Environmental - 6 oz. Non-Woven

# Alternative Swale Options

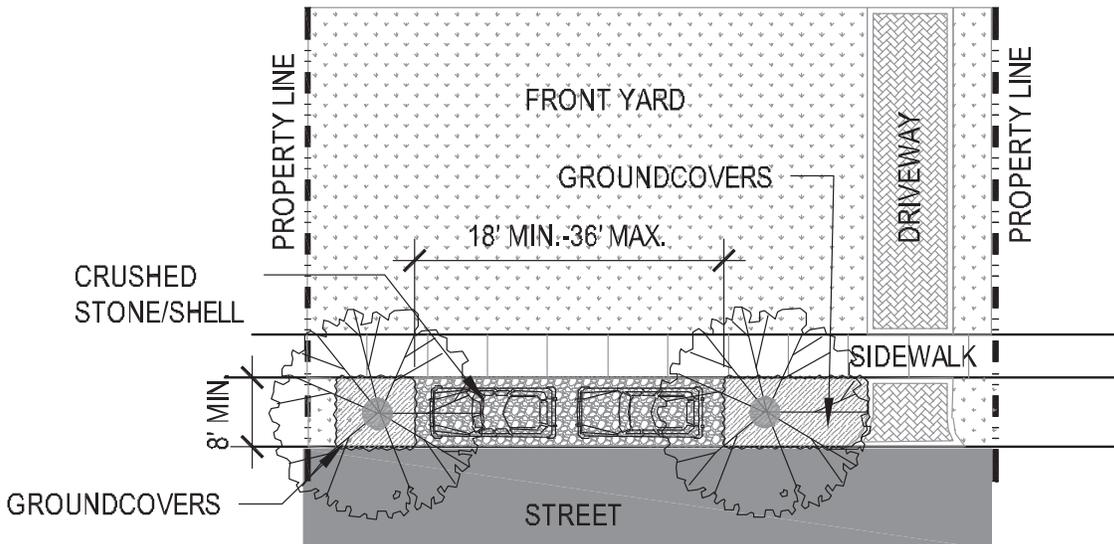
Sample Layouts

## 8 FOOT WIDE SWALE

(distance from sidewalk to street)



## Single Family Home



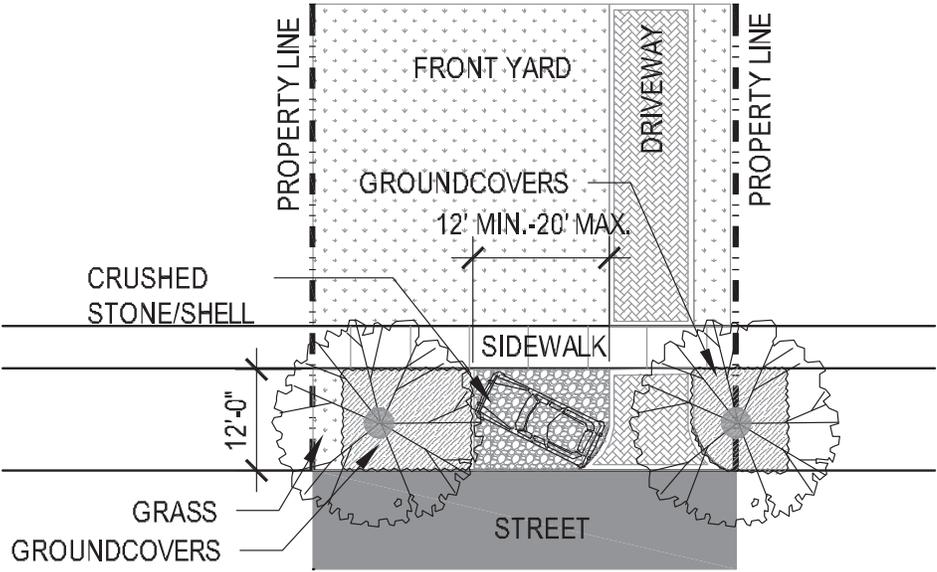
## Multi Family Homes and Commercial Properties

# Alternative Swale Options

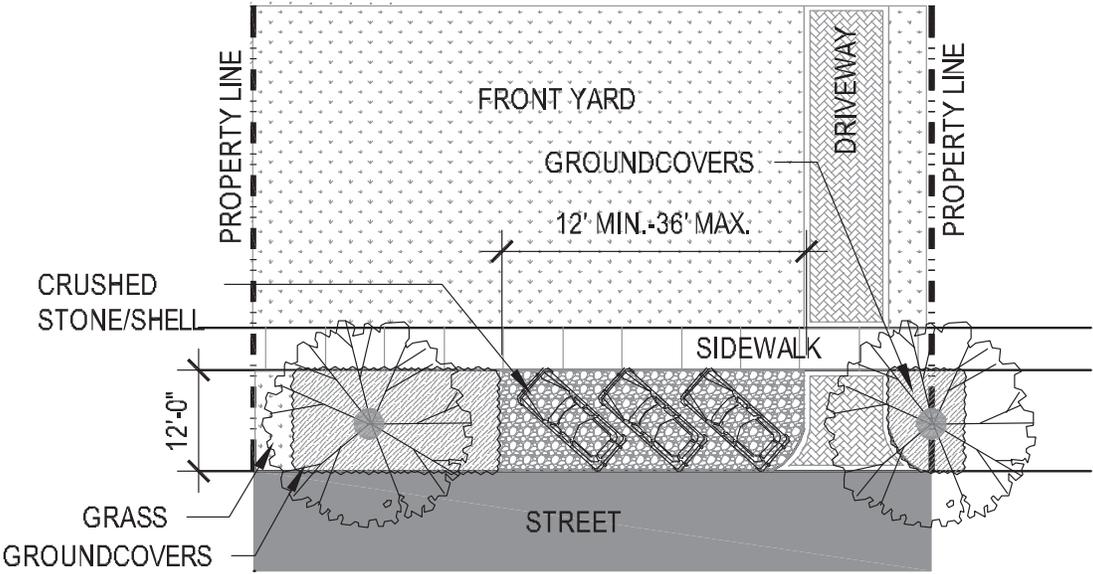
Sample Layouts

## 12 FOOT WIDE SWALE

(distance from sidewalk to street)



### Single Family Home



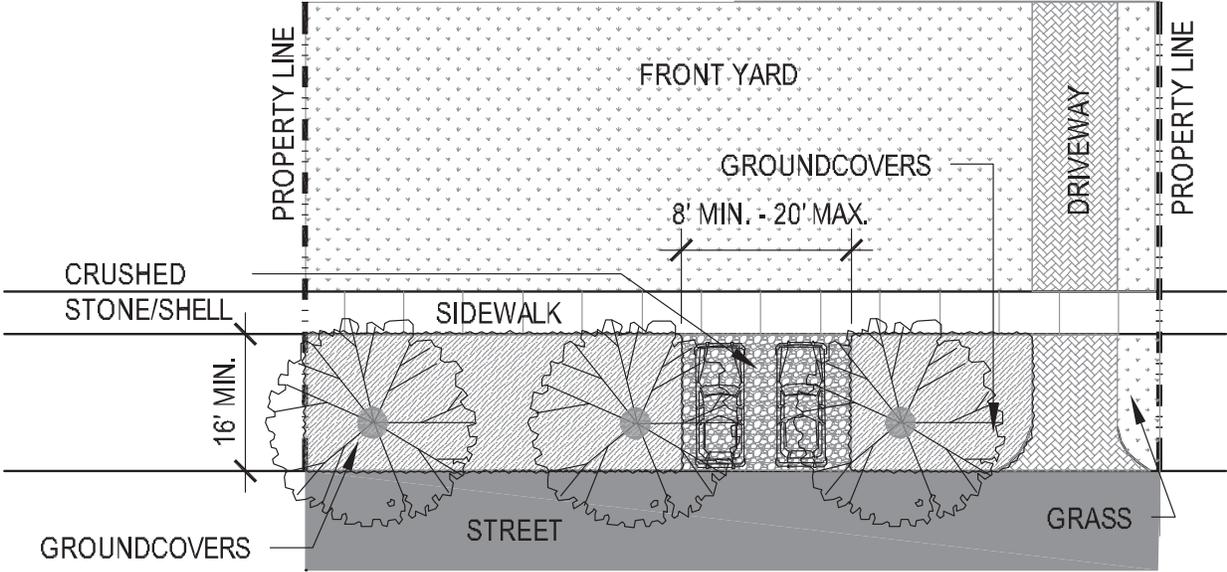
### Multi Family Homes and Commercial Properties

# Alternative Swale Options

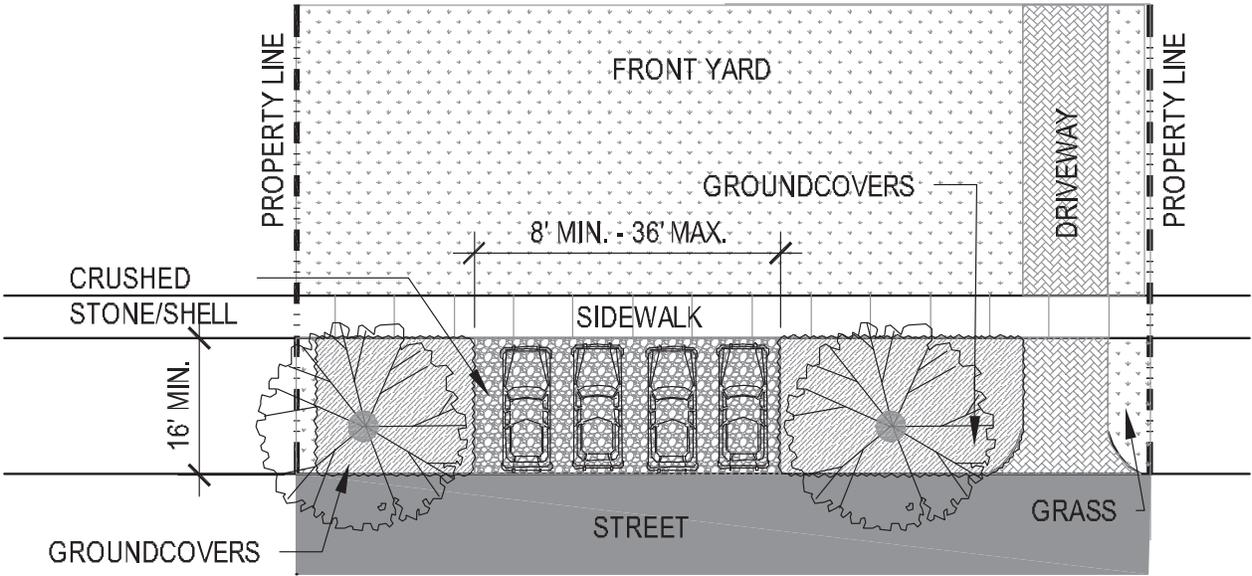
Sample Layouts

## 16 FOOT WIDE SWALE

(distance from sidewalk to street)



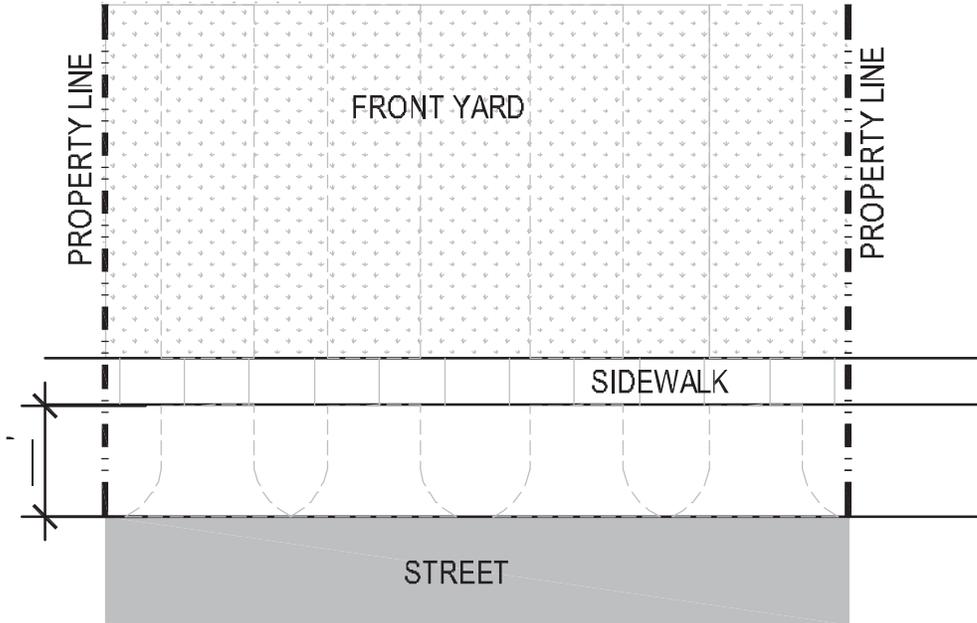
Single Family Home



Multi Family Homes and Commercial Properties

# Alternative Swale Layout Worksheet

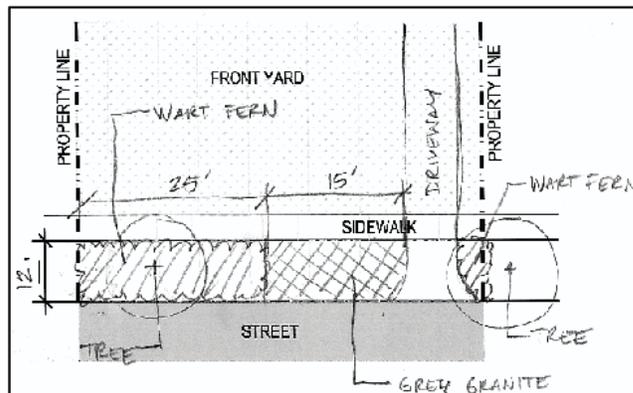
IN ADDITION TO THE APPLICATION, EACH HOMEOWNER IS ASKED TO COMPLETE THE DRAWING BELOW TO SHOW WHAT ALTERNATIVE TREATMENT THEY ARE PROPOSING FOR THEIR PROPERTY.



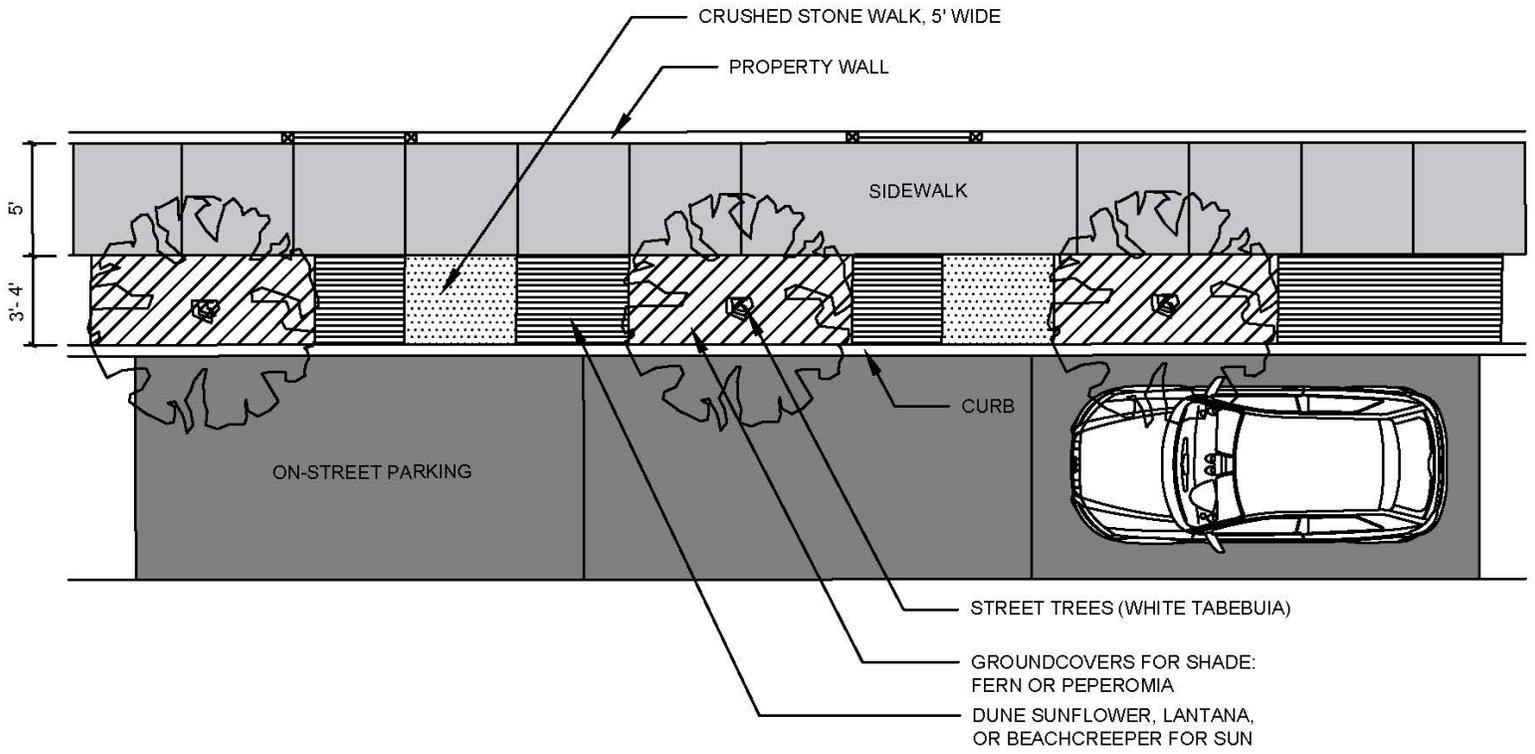
Show the following items on the drawing above:

See example below for how to show the items listed

- Location of Driveway - Choose one of the dashed locations and darken
- Width of Swale - Distance between sidewalk and street - write into the dimension line shown on the left.
- Locations of any trees in the swale
- Location of proposed crushed rock/shell and dimensions
- Location of proposed groundcovers and dimensions



SAMPLE



NARROW SWALES FOR MULTI-FAMILY AND COMMERCIAL  
 EXAMPLE: NORTH PONCE NEIGHBORHOOD

# The City of Coral Gables

## PUBLIC WORKS

2800 SW 72 Avenue, Miami, Florida 33155

Tel: 305.460.5025 / 305.460.5026

Email: [pwpermits@coralgables.com](mailto:pwpermits@coralgables.com)

## PERMIT APPLICATION

CONTACT PERSON/PHONE NO.

EMAIL:

DATE:

SQ FT.:

EST. COST:

PW PERMIT #:

ALL OF THE FOLLOWING MUST BE FILLED IN BY APPLICANT ACCORDING TO FS 713.35

OWNER NAME/PHONE NO.

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CONTRACTOR NAME:

LICENSE NUMBER:

PHONE NO.:

CONTRACTOR ADDRESS:

CITY:

STATE:

ZIP CODE:

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SITE ADDRESS:

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WORK DESCRIPTION:

The undersigned affirms that the applicant is familiar and agrees to conform to the standard specification of the City of Coral Gables and all regulations of the Department of Public Works concerning work to be performed in the public right-of-way.

OWNER'S AFFIDAVIT: I certified that all foregoing information is accurate and that all work be done in compliance with all applicable laws regulating construction and zoning.

Print Name: OWNER

Print Name: NAME QUALIFIER/CONTRACTOR

Address:

Address:

Signature: OWNER

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this       day of 20       by       who has taken an oath and is personally known to me,       has produced       as identification.

Signature: QUALIFIER/CONTRACTOR

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this       day of 20       by       who has taken an oath and is personally known to me,       has produced       as identification.

(Signature of Notary Public - State of Florida)  
Print, Type or Stamp Commissioned Name of Notary Public

(Signature of Notary Public - State of Florida)  
Print, Type or Stamp Commissioned Name of Notary Public

CONSTRUCTION ON THE RIGHT-OF-WAY

DATE: \_\_\_\_\_

JOB LOCATION: \_\_\_\_\_

PROPOSED DATE  
OF CONSTRUCTION: \_\_\_\_\_

PROPOSED DATE  
OF COMPLETION: \_\_\_\_\_

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SKETCH OF PROPOSED CONSTRUCTION

## **THE FOLLOWING MUST BE SUBMITTED, WHEN APPLICABLE WITH THE PERMIT APPLICATION**

### **PERMIT:**

Contractor must provide the following:

1. Certificate of insurance naming the City of Coral Gables as additional insured and certificate holder:  
  
City of Coral Gables  
Labor Relations and Risk Management  
2151 Salzedo Street  
Coral Gables, FL 33134
2. Site Specific maintenance of traffic plan (vehicular or pedestrian).
3. Contractor shall take before and after photos (or videos) of the project area and its vicinity to ensure proper restoration upon completion. Photos (or videos) shall be provided to Public Works staff upon request. Contractor will be responsible for the repair of all damages adjacent to their work area.

### **COASTAL:**

1. For coastal permits the bond payment must be paid by the coastal contractors.
2. Coastal permits only issued to marine contractors.

### **SIDEWALK:**

1. New Sidewalk must be 4" thick, at the approach sidewalk must be 6" thick with wire mesh.
2. Color must be "Coral Gables beige Lambert/Scofield" as per City's Specifications

### **Approved Concrete Vendors:**

- Aronel Concrete
- Amanalto Concrete
- Barreiro Concrete
- Cemex Concrete
- South Florida Concrete
- Supermix
- Quickcrete Ready Mix
- Tarmac
- Central Supermix
- Superior Mix Concrete
- Interstar

## **City of Coral Gables Code**

### **Sec. 62-88. - Bond or liability insurance by permittee.**

Before any permit shall be issued under this division, the applicant shall furnish to the city evidence that the applicant is carrying public liability insurance, with the city named as an additional insured, with bodily injury liability limits of \$500,000.00 for each person, \$500,000.00 for each occurrence, and property damage liability limits of \$250,000.00 for each occurrence, or bodily injury liability and/or property damage liability, single limit of \$500,000.00 for each occurrence. No permit shall be issued to any applicant to perform work on, or cut into, the public right-of-way until a deposit has been made in a sufficient amount to the city to insure the repairs requested by the applicant, and such amount shall be determined by the director of public works; but in any event, the minimum amount of such bond shall be \$150.00, and maximum amount of such bond shall be 125 percent of the cost of proper restoration of the public right-of-way, the bond being to guarantee compliance with terms of the permit and to be in force for at least six months after the approved completion date of the work.

(Code 1958, § 28-33; Code 1991, § 22-113; Code 2006, § 62-65)

# **Requirements for Restrictive Covenants**

Restrictive Covenant Form is available here:

[Property Owner's Encroachment and Restrictive Covenant Agreement](#)

## **Restrictive Covenants**

To ensure acceptance and timely processing by the City and the Miami-Dade Clerk of Courts, all restrictive covenant documents must comply with the following requirements:

- The restrictive covenant must be fully executed and either neatly printed or typewritten.
- Illegible documents will not be accepted by the City.
- Only the current restrictive covenant form, revised August 2024, will be accepted.
- Failure to comply with the instructions provided below may result in processing delays with the City or rejection of the agreement by the Miami-Dade Clerk of Courts.

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## **Legal Description**

The legal description must be **accurate** and include the correct **lot, block, plat book and page number**.

You can find this information here: [Property Search](#)

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## **Preparer's Information**

The first page must include the preparer's name and address.

### **Example:**

*Prepared by: John Doe  
123 Main Street  
Coral Gables, FL 33134  
JohnDoe@mail.com*

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## **Property Owner Signature(s)**

- All property owner(s) listed on the property appraiser's website must sign the Restrictive Covenant.
  - If the property is owned by a corporation or trust, an authorized officer (as may be listed on Sunbiz) must sign the Covenant.
  - For corporations formed outside of the State of Florida, please submit state documentation showing the authorized officers.
-

## **Notarization**

Confirm the notary block is **fully completed**, including:

- The notary signature and date are properly filled out.
- The name(s) of the owner(s) are clearly written and legible.
- Check either  physical presence or  online notarization.
- The notary stamp is included and legible.

## **Proof of Insurance Requirements**

**Proof of insurance must be provided.**

- If the homeowner(s) have home insurance, please contact the homeowner's insurance agent to request a Certificate of Insurance.
- Request that the City of Coral Gables is listed as an additional insured.
- If you have any questions regarding the certificate of insurance, please contact Marjoria Tapia at [mtapia@coralgables.com](mailto:mtapia@coralgables.com)

**For the certificate holder, use the following address:**

**City of Coral Gables  
Insurance  
Compliance PO Box  
100085-CE Duluth,  
GA 30096**

<small>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)</small>	
<small>Certificate Holder is shown as an additional insured solely with respect to general liability coverage as evidenced herein as required by written contract or agreement.</small>	
<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
City of Coral Gables Insurance Compliance P.O. Box 10085-CE Duluth, GA 30096	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>
	<small>AUTHORIZED REPRESENTATIVE</small>

**Residential property must provide the following insurance documentation to the City:**

**Insurance Coverage Type**  
**Personal Liability Insurance**

**Limit of Liability Required**  
**Each Occurrence \$300,000**

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## **Submission Process**

Submit your Restrictive Covenant and Certificate of Insurance through **JustFOIA** at:

[Legal Forms and Resources | Coral Gables](#)



Submit Documents Electronically

Portal to submit legal documents electronically.



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## **After Submission**

- You will receive your LFS reference number. Please keep this number for future reference.
- Your submission will be reviewed and sent to the City Attorney's Office for signature.
- For restrictive covenants, the required Certificate of Insurance will be sent to the Risk Manager for approval.
- Once the document is signed by the attorney and approved by the Risk Manager, you will receive an invoice through JustFOIA.
- Rishan Duhaney handles the processing of covenants. If you have any questions, please contact her at 305-460-5338 or [rduhaney@coralgables.com](mailto:rduhaney@coralgables.com)

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## **Fees for Processing and Recording**

**\$13.00** for the first page, **\$8.50** for each additional page.

Restrictive Covenants (*5 pages*):  $\$13.00 + (4 \times \$8.50) = \mathbf{\$47.00}$

We currently accept all major credit cards except American Express.

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## **Final Steps**

- Once payment is received, the document will be electronically filed with Miami-Dade Courts.
  - The filing process may take up to six business days, please be patient.
  - Once recorded, a copy of the document will be forwarded to you and Development Services, completing the process with our department.
-

Prepared by:

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

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The Above Blank Space Is for Recording Purposes.

- COMMERCIAL (check if applicable)**
  
- RESIDENTIAL (check if applicable)**

**PROPERTY OWNER’S ENCROACHMENT & RESTRICTIVE COVENANT AGREEMENT**

**THIS AGREEMENT** is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, whose mailing address is \_\_\_\_\_, hereinafter referred to as “OWNER”, and the City of Coral Gables, a Florida municipal corporation, hereinafter referred to as “CITY”.

**RECITALS**

**WHEREAS**, OWNER( is/are the fee simple owner(s) of certain real property located within the City of Coral Gables, Miami Dade County, Florida with a property address of \_\_\_\_\_ Coral Gables, Florida and more particularly described as (insert the **legal description** for the property as maintained by the Miami-Dade County Property Appraiser’s Office. See <https://www.miamidade.gov/Apps/PA/PropertySearch/#/> for legal description):

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

**WHEREAS**, this document is accepted by the City of Coral Gables as part of, or as a condition of, any such comprehensive plan or plan amendment; zoning ordinance; land development regulation; building code; development permit; development order; or other law, regulation, or regulatory approval.

**WHEREAS**, OWNER’S property is located adjacent to certain CITY right-of-way, sidewalk, swale, alley, or other such right-of-way; and

**WHEREAS**, OWNER desires to place, construct, install, and/or maintain upon CITY's right-of-way, sidewalk, swale, alley, or other such right-of-way the following (place an **X** next to the type of encroachment):

\_\_\_\_\_ **Special driveway approach(es) (type):** \_\_\_\_\_

\_\_\_\_\_ **Sign(s)**

\_\_\_\_\_ **Canvas canopy(ies) or awning(s)**

\_\_\_\_\_ **Landscaping**

\_\_\_\_\_ **Irrigation system**

\_\_\_\_\_ **Tables, chairs, umbrellas, heaters (describe the item to be placed as well as the day(s) of the week and hour(s) of the day of such placement):**

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\_\_\_\_\_ **Electrical (describe):** \_\_\_\_\_

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\_\_\_\_\_ **Other (describe):** \_\_\_\_\_

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\_\_\_\_\_, thereby, encroaching into the City's right-of-way, sidewalk, swale, alley, or other such right-of-way; and

**WHEREAS**, the CITY is willing to allow OWNER to encroach into CITY's right-of-way, sidewalk, swale area, or other such right-of-way without prejudice to the CITY's right to have the encroachment removed at the OWNER's sole expense; and

**WHEREAS**, OWNER understands that at any time the CITY may require OWNER to remove the aforesaid encroachment from the CITY right-of-way, sidewalk, swale area, or other such right-of-way.

**NOW, THEREFORE**, in consideration for the mutual covenants contained herein and as further consideration for the CITY approving OWNER's request to encroach upon CITY's right-of-way, sidewalk, swale area, or other such right-of-way, the sufficiency of which is hereby acknowledged by the Parties hereto, the Parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein as if repeated in their entirety.

2. The CITY hereby grants permission for the above-described encroachment upon the City's right-of-way, sidewalk swale area, or other such right-of-way provided that said encroachment shall be in accordance with plans and specifications on file or to be filed with and approved by the CITY.
3. At any time, the CITY may require either the permanent or temporary removal of said encroachment and OWNER for himself/herself as well as their successors in interest agree that at such time as the CITY requires temporary or permanent removal of the aforesaid encroachment, OWNER will do so promptly and at their own expense. OWNER further agrees that if he/she/they should fail to remove the encroachment within thirty (30) days after the CITY mails a written request to OWNER requiring removal of the encroachment, then the CITY may remove the aforesaid encroachment and impose the cost of said removal as a special assessment lien against the Property — such special assessment lien shall be in parity or coequal with the lien of all state, county, district and city taxes, and superior in dignity to all other liens, titles, encumbrances, and claims. In the event of an emergency, the CITY shall have the right to remove the encroachment without notice to OWNER and without any obligation or liability to OWNER for damage to the encroachment.
4. To the fullest extent permitted by Laws and Regulations, OWNER hereby agree(s) to defend, indemnify, and hold harmless the CITY and its commissioners, directors, attorneys, appointed officials, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the installation and/or maintenance of the encroachment and caused, in whole or in part, by any willful, intentional, reckless, or negligent act and/or omission of OWNER or any person, employee, agent, or third party acting on OWNER's behalf (including any contractor, subcontractor, or any person or organization directly or indirectly employed by any of them or anyone for whose acts any of them may be liable).
5. In any and all claims against the CITY or any of its consultants, agents, or employees by any employee of OWNER or any employee of any person, employee, agent, or third party acting on OWNER's behalf (including contractors, subcontractors, or any person or organization directly or indirectly employed by any of them or anyone for whose acts any of them may be liable), the indemnification obligation under the above Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for OWNER or by or for any person, employee, agent, or third party acting on OWNER's behalf (including contractors, subcontractors, or other persons or organizations directly or indirectly employed by any of them or anyone for whose acts any of them may be liable) under workers' or workman's compensation acts, disability benefit acts, other employee benefit acts or any other service of law. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability or to waive any immunity established by Florida Statutes, case law, or any other source of law. This indemnification provision shall survive the termination of any CITY permit or Agreement with the CITY, however terminated. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity in Section 768.28, Florida Statutes. Inclusive in this Indemnity provision is the agreement to fully indemnify the City of Coral Gables from any claims or actions alleged

to have been caused by the CITY's acts or omissions. OWNER shall maintain insurance, which will provide for the indemnity provision provided herein.

6. For the purposes of this Agreement, OWNER shall obtain insurance policies — naming the CITY as an additional insured on a primary and non-contributory basis — that comply with the current version of the City of Coral Gables Insurance Requirements for Encroachment & Restrictive Covenant Agreements and OWNER shall evidence this insurance to the Risk Management Division of the City of Coral Gables in accordance with the parameters and instructions outlined within the current version of the City of Coral Gables Insurance Requirements for Encroachment & Restrictive Covenant Agreements. Evidence of insurance will not be approved unless all of the requirements have been met to the satisfaction of the Risk Management Division. Moreover, said insurance shall be maintained until the encroachment is removed and failure to maintain such insurance shall constitute a material breach of this Agreement that may result in the City requiring removal of the encroachment at OWNER's sole expense.
7. All individuals signing this Agreement have the legal authority and capacity to enter into this General Encroachment & Restrictive Covenant Agreement.
8. As further part of this Agreement, it is hereby understood and agreed that any official inspector of the City of Coral Gables, or its agents duly authorized, may have the privilege at any time during normal working hours to enter and inspect the premises to determine whether the requirements of the Building and Zoning regulations and the conditions herein agreed to are fully complied with.
9. This Agreement shall be recorded at OWNER's sole expense and shall inure to the benefit of and be binding upon OWNER's successors, heirs, executors, administrators, representatives, assigns, and all other persons or entities acquiring an interest thereunder, and this Agreement shall be a restrictive covenant concerning the use, enjoyment, and title to the above-property and shall constitute a covenant running with the land.
10. In the event the terms of this Agreement are not being complied with, in addition to other remedies available, the CITY is hereby authorized to withhold any further permits and to refuse to make any inspections or grant any approvals until such time as there is full compliance with this Agreement.
11. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and all applicable and duly adopted ordinances, regulations, and policies of Miami-Dade County and the CITY now in effect and those hereinafter adopted.
12. The location for settlement of any claims, controversies, disputes, arising out of or relating, directly or indirectly, to any part of this Agreement or any breach hereof, shall be in Miami-Dade County, Florida.
13. OWNER agrees that he/she shall be liable for reasonable attorney's fees incurred by CITY, if CITY is required to take any actions, through litigation or otherwise, to enforce this Agreement.
14. CITY, shall be entitled as a matter of right to an injunction issued by any court of competent jurisdiction restraining any violation of this Agreement as well as recovery of

any and all costs and expenses sustained or incurred by CITY in obtaining such an injunction including, without limitation, reasonable attorney's fees.

15. This Agreement constitutes the entire Agreement between the Parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any amendments to or waivers of the provisions contained herein shall be made by the Parties in writing.

16. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the day and year first written above.

**AS TO OWNER(S):**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title (if applicable)

\_\_\_\_\_  
Print Name & Title (if applicable)

**Notarization of Owner's/Owners' Execution**

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is/are personally known to me or have/has produced \_\_\_\_\_ as identification.

My Commission Expires:

\_\_\_\_\_  
**Notary Public, State of Florida**

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

By: \_\_\_\_\_  
Cristina M. Suárez, City Attorney  
Stephanie M. Throckmorton, Deputy City Attorney  
Gustavo J. Ceballos, Assistant City Attorney  
Clifford R. Friedman, Assistant City Attorney