

This instrument was prepared by:

Name:

Address:

(Space reserved for Clerk)

**DECLARATION OF USE FOR PACKING
PLANT AGRICULTURAL DISTRICT**

In consideration of a Building Permit and/or Certificate of Use and Occupancy for:

PACKING FACILITIES

As an accessory use for the packing of fruit and vegetables grown on property other than the property on which the packing facility is located, I, or we, as property owners/lessees of the property on which the packing facility is to be located, more particularly described as:

Also known as _____ Miami-Dade County, Florida,
(Address of Plant)

agree and bind itself, or ourselves, and my or our heirs, assignees, and successors as follows:

- a. The farm or grove properties from which fruit or vegetables are brought for packing shall be located in Miami-Dade County and subject to the possession of the packing facility operator either by ownership in fee simple, life estate or written lease with a minimum term equivalent to two growing seasons, but in no event less than one calendar year.
- b. The farm or grove properties from which fruit or vegetables are brought for packing shall be farmed or cultivated by the employees of the packing plant's owner.

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Properties from which fruit or vegetables, in compliance with (a) and (b) above, are brought to the packing plant are described as follows:

- a. The packing plant shall be accessory to a bona fide farm or grove use conducted on the entire property.
- b. The property upon which the packing facility is located is at least ten acres.
- c. Packing operations shall be discontinued if the farm or grove use is abandoned.
- d. Incidental cleaning, storage and shipping of the fruit and vegetables is permitted.
- e. Processing of the fruit or vegetables or packing for other farm or grove owners is prohibited.
- f. Outside storage of refrigerated containers is prohibited unless the refrigeration system is powered by electricity.
- g. The maximum land area comprising the packing facility shall not exceed ten percent (10%) of the total lot area and under no circumstances exceed two acres.
- h. The packing facility and incidental uses shall be maintained in accordance with the plan approved by the Department of Planning and Zoning.
- i. A Certificate of Use and Occupancy shall be secured from the Department of Planning and Zoning. The Certificate of Use and Occupancy shall be renewed annually upon compliance with all enumerated conditions and is subject to revocation for failure to comply with applicable conditions.

The undersigned has read and verifies that the foregoing conditions are true and correct and are intended to induce Miami-Dade County to issue the requested Building Permit and/or Certificate of Use of Occupancy and will be faithfully complied with.

The agreement is hereby made and accepted as a condition of the issuance of the above mentioned Building Permit and/or Certificate of Use and Occupancy.

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Term/Release. It is further understood and agreed that this agreement shall remain in full force and effect, and be binding upon the undersigned, their heirs, and assigns until such time as the same may be released in writing by the Director or the Miami-Dade County Department of Planning and Zoning, or such director or executive officer of the successor of such department, or, in the absence of such director or executive officer, by his assistant in charge of the office in his absence.

County Inspection. As a further part of this agreement, it is hereby understood and agreed that any official inspector of Miami-Dade County or its agents duly authorized, may have the privilege at any time during normal working hours of entering and investigating the use of the premises, to determine whether or not all the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit, pertaining to or arising out of this declaration, shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

Severability. Invalidation of any one of these conditions or covenants, by judgment of court, in no wise shall affect any of the other provisions which shall remain in full force and effect.

[Execution Pages Follow]