**Attachment 26A: Amendment to Declaration of Restrictive Covenant**

This instrument prepared by:

*{{name, company & full mailing*

*address of NON-FDEP person*

*who prepared covenant – typically the real property*

*owner or attorney}}*

**{{FIRST}} AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANT**

*{{If this is not the 1st amendment, please correct accordingly.}}*

THIS {{FIRST}} AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANT {{*This document should be called an Amendment to whatever the original recorded institutional control was called.*}} (hereinafter the “{{First}} Amendment”) is made by and between {{property owner}} \_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_ {{corporation/limited liability company, etc.}} (hereinafter “GRANTOR”), and the Florida Department of Environmental Protection (hereinafter “FDEP”), collectively “the parties”, pursuant to chapter 376 or chapter 403, Florida Statutes (F.S.). This {{First}} Amendment, like the original Declaration of Restrictive Covenant, is neither extinguished nor affected by the Marketable Record Title Act per section 712.03, F.S.

RECITALS

1. GRANTOR {{*name of owner on the deed and on the title search report should precisely match GRANTOR’s name. If different from original Grantor mention of how current Grantor came to possess property. e.g. “successor in interest”, “successor by merger”, “subsequent purchaser”, etc.*}} is the fee simple owner of that certain real property situated in the County of \_\_\_\_\_\_\_\_\_\_\_, State of Florida, more particularly described in Exhibit “A” attached hereto and made a part hereof (hereinafter the “Property” or “Restricted Property”) {{*attach legal description of the property as Exhibit A (owner name should precisely match GRANTOR); or, if short enough, restate the legal description here as part of the Recital A paragraph.*}}. The FDEP Facility Identification Number for the {{“Property” or “Restricted Property”}} is {{\_\_\_\_\_\_\_\_\_\_\_­­­­­­­ or EPA # or other #, if applicable}}. The facility name at the time of this Declaration is {{\_\_\_\_\_\_\_\_\_\_\_\_\_\_}}.
2. GRANTOR *{{this may be a previous owner, in which case, specify}}* and FDEP executed and finalized a Declaration of Restrictive Covenant dated as \_\_\_\_\_\_ and recorded \_\_\_\_\_\_\_\_\_\_\_\_\_, in the Clerk’s Office of the County of \_\_\_\_\_\_, Florida, as instrument # \_\_\_\_\_\_\_\_\_\_\_\_, in Book \_\_\_\_, Page \_\_\_\_ (hereinafter the “Original Declaration”).
3. This {{First}} Amendment which amends the Original Declaration is entered into between the GRANTOR and FDEP. It is hereby agreed between the parties that this {{First}} Amendment shall amend the Original Declaration only to the extent specifically stated herein.
4. The terms of the Original Declaration specify that any change to the Declaration shall be made in writing by an amendment and recorded by GRANTOR; and
5. GRANTOR and FDEP wish to amend the DRC to modify {*provide narrative of the changes to the scope/restrictions of the original recorded DRC*}.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the undersigned parties, the GRANTOR and FDEP agree as follows:

AMENDMENTS TO ORIGINAL DECLARATION:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

1. Recital or Paragraph \_\_\_\_ of the Original Declaration is amended to read: {Add all changes to original DRC here}.
2. The GRANTOR and FDEP mutually agree that all the provisions of the Original Declaration, as previously amended, not specifically addressed by this {{First}} Amendment are hereby affirmed and shall continue to have full force and effect.

4. GRANTOR covenants and represents that on the date of execution of this {{First}} Amendment that GRANTOR is seized of the Property in fee simple and has good right to create, establish, and impose this {{First}} Amendment on the use of the Property. *{{Do not use the next sentence if an Owner’s Notice to Encumbrance Holder has been utilized.}}* GRANTOR also covenants and warrants that the Property is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR’S rights to impose the {{First}} Amendment described herein. *{{Use the next statement only if any joinders and consents or subordinations are executed.}}* A joinder and consent, or subordination of liens, mortgages, or encumbrances, as applicable, is attached hereto.

**---The remainder of this page is intentionally left blank. ---**

{{*Place a hard page break here so that none of GRANTOR’S signature page is on the pages of text.}}*

IN WITNESS WHEREOF, {{*Insert GRANTOR’s name}*} has executed this instrument, this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_.

 **GRANTOR**

 *{{Company Name, if Applicable}}*

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

 *{{Name of Signatory}}*

*{{And, provide document proving signatory’s authorization to sign on GRANTOR’s behalf}}*

*{{Title of Signatory}}*

*{{Mailing Address}}*

*­­­­­­­­­*

Signed, sealed and delivered in the presence of:

Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

 The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **OR**  by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 Personally Known\_\_\_\_\_\_\_ OR Produced Identification\_\_\_\_\_\_\_.

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

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

 Signature of Notary Public

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

 Print Name of Notary Public

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

 Commission Expires\_\_\_\_\_\_\_\_\_\_\_\_

*{{Place a hard page break here to ensure that none of FDEP’s signature page is on GRANTOR’s signature page.}}*

Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_.

 **FLORIDA DEPARTMENT OF**

 **ENVIRONMENTAL PROTECTION**

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

 *{{Name of Signatory}}*

 *{{Title of Signatory}}*

 *{{either “Petroleum Restoration Program,” OR* “*Waste Cleanup Program,” OR “\_\_\_\_\_\_\_\_\_ District Office”}}*

 *{{Mailing Address*}}

 *{{FDEP Site/Project Managers should provide the above information to GRANTOR}}*

Signed, sealed and delivered in the presence of:

Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as representative for the Florida Department of Environmental Protection.

 Personally Known \_\_\_\_\_\_\_ OR Produced Identification \_\_\_\_\_\_\_\_\_\_\_\_.

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

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

 Signature of Notary Public

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

 Print Name of Notary Public

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

 Commission Expires\_\_\_\_\_\_\_\_\_\_\_\_