



CITY OF DORAL RECORD (MASTER) COPY TRANSMITTAL FORM

OFFICE OF THE CITY CLERK

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Transmittal From: Parks & Rec
Department

Delivered by: Maggie Santos
Name

Date of Transmittal: 7/6/11

City Clerk's Date Stamp

07-08-11A11:26 RCVD

The following record (master) copy is being transmitted to the Office of the City Clerk:

- Contract
- Agreement
- Lease
- Deed
- Bond Documentation
- Vehicle Title
- Special Magistrate Order
- Other: Covenant

Is this record (master) copy to be recorded with the County Clerk? Yes No

Description of Record Copy:
50th St Park Covenant

Office of the City Clerk Administrative Use Only

Received by: Yamireth pereyra

Reviewed for completion by: Barbara Herrera

Returned to originating Department for the following corrections on _____
Date

Archived in the Office of the City Clerk on 7/19/2011 (Date)

Copy provided in electronic format to originating Department on 7/19/2011 (Date)



CFN 2011R0398828
DR Bk 27726 Pgs 0103 - 1057 (3pgs)
RECORDED 06/17/2011 14:14:04
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

COVENANT RUNNING WITH THE LAND IN
FAVOR OF
MIAMI-DADE COUNTY

The undersigned, City of Doral, a Florida municipal corp,
being the present owner(s) of the following described real property
(hereinafter called "the Property"): (Folio No. 35-3019-001-0250)

All of Tract 48, in Section 19, Township 53 South,
Range 40 East of FLORIDA FRUIT LANDS COMPANY'S
SUBDIVISION NO. 1, according to the Plat thereof,
as recorded in Plat Book 2, Page 17, of the Public
Records of Miami-Dade County, Florida, less the West 60.00 feet and less the North 15 feet.
Located at 11645 NW 50 Street, Doral pursuant to Section 24-43(5)(a)
of the Code of Miami-Dade County, hereby submit(s) this executed covenant running with the land in favor of Miami-
Dade County.

(Space Reserved for Clerk of the Court)

The undersigned agree(s) and covenant(s) to the following:

1. Hazardous materials, shall not be used, generated, handled, disposed of, discharged or stored on that portion of the Property within the Northwest Wellfield protection area or within the West Wellfield Interim protection area or within the basic wellfield protection area of any public utility potable water supply well and hazardous wastes shall not be used, generated, handled, disposed of, discharged or stored on that portion of the Property within the average day pumpage wellfield protection area but not within the basic wellfield protection area of the Alexander Orr Wellfield, Snapper Creek Wellfield, South Miami Heights Wellfield Complex, Southwest Wellfield, Miami Springs Lower Wellfield, Miami Springs Upper Wellfield, John E. Preston Wellfield or Hialeah Wellfield unless a variance is granted by the Environmental Quality Control Board, pursuant to Chapter 24 of the Code of Miami-Dade County, and if so granted; said hazardous materials or hazardous wastes may be used, handled, generated, disposed of, discharged or stored on the Property only to the extent permitted by any such variance from the Environmental Quality Control Board of Miami-Dade County.
2. Fuels and lubricants required for rockmining operations (lake excavations, concrete batch plants, rock crushing and aggregate plants) within the Northwest Wellfield protection area or within the West Wellfield interim protection area; electrical transformers serving non-residential land uses; small quantity generators of hazardous wastes as defined in Chapter 24 of the Miami-Dade County Code within the average day pumpage wellfield protection area but not within the basic wellfield protection area of the Alexander Orr Wellfield, Snapper Creek Wellfield, Southwest Wellfield, Miami Springs Upper Wellfield, Miami Springs Lower Wellfield, John E. Preston Wellfield or Hialeah Wellfield; and existing land uses required by the Director or his designee to correct violations of this chapter; shall not be prohibited when the following water pollution prevention and abatement measures and practices will be provided.
 - (i) Monitoring and detection of water pollution caused by hazardous materials, and
 - (ii) Secondary containment of water pollution caused by hazardous materials, and
 - (iii) Inventory control and record-keeping of hazardous materials, and
 - (iv) Stormwater management of water pollution caused by hazardous materials, and
 - (v) Protection and security of facilities utilized for the generation, storage, usage, handling, disposal or discharge of hazardous materials.

Said water pollution prevention and abatement measures and practices shall be subject to the approval of the Director of the Department of Environmental Resources Management or his designees.

3. The use, handling or storage of factory pre-packaged products intended primarily for domestic use or consumption determined by the Director of the Department of Environmental Resources Management or his designee to be hazardous materials shall not be prohibited, provided however, that:
 - (i) The use, handling or storage of said factory pre-packaged products occurs only within a building, and
 - (ii) The non-residential land use is an office building use (or equivalent municipal land use) or a business district use (or equivalent municipal land use) engaged exclusively in retail sales of factory pre-packaged products intended primarily for domestic use or consumption, and
 - (iii) The non-residential land use is served or is to be served by an operable public water main and an operable public sanitary sewer, and
 - (iv) Said building is located more than thirty (30) days travel time from any public utility potable water supply well.
4. Prior to the entry into a landlord-tenant relationship with respect to the Property, the undersigned agree(s) to notify in writing all proposed tenants of the property of the existence and contents of this Covenant.
5. The undersigned agree(s) and covenant(s) that this Covenant and the provisions contained herein may be enforced by the Director of Environmental Resources Management by preliminary, permanent, prohibitory, and mandatory injunctions as well as otherwise provided for by law or ordinance.
6. This agreement and Covenant shall be recorded in the Public Records of Miami-Dade County, Florida and the provisions hereof shall constitute a Covenant Running with the Land and shall remain in full force and effect and be binding upon the undersigned, their heirs, legal representatives, estates, successors, grantees and assigns.
7. This agreement and Covenant shall upon request by the undersigned be released by the Director of the Department of Environmental Resources Management or his designee when the Director or his designee determines that the Property is neither within the Northwest Wellfield protection area nor within the West Wellfield interim protection area nor within the average day pumpage wellfield protection area of the Alexander Orr Wellfield, Snapper Creek Wellfield, Southwest Wellfield, Miami Springs Lower Wellfield, Miami Springs Upper Wellfield, John E. Preston Wellfield or Hialeah Wellfield nor within the basic wellfield protection area of any public utility potable water supply well.

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this 17th day of June, 20 11.

(Space Reserved for Clerk of the Court)

INDIVIDUAL

WITNESSES:

Sign _____
Print _____
Sign _____
Print _____

OWNER (S):

Sign _____
Print _____
Address _____

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign _____
Print _____

State of Florida at Large (Seal)
My Commission Expires:

CORPORATION

WITNESSES:

Sign _____
Print ALBERT ACEVEDO
Sign Jessica Roth
Print Jessica Roth

Corporation City of Doral, INC.
Sign Yvonne Soler-McKinley
Print Yvonne Soler-McKinley
Title City Manager
Address 8300 NW 53 St. Ste. 100
Doral, FL. 33166

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 17th day of June, 2011, by Yvonne Soler McKinley, as City Manager of City of Doral INC., a Florida corporation, on behalf of the corporation. He or she is personally known to me or has produced _____ as identification and did take an oath.



NOTARY PUBLIC:

Sign Maggie Santos
Print Maggie Santos

State of Florida at Large (Seal)
My Commission Expires:

THIS INSTRUMENT PREPARED BY:

DERM-ENVIRONMENTAL RESOURCES MANAGEMENT
33 SW 2nd AVENUE
MIAMI, FLORIDA 33130