

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

The undersigned, Edward A. Rojas, City Manager being the present owner(s) of the following described real property (hereinafter called "the Property"):  
*duly authorized representative of the City of Doral*

Located at 11400 NW 82<sup>ND</sup> STREET DORAL FL 33178 pursuant to Section 24-43(5)(d) of the Code of Miami-Dade County, hereby submit(s) this executed covenant running with the land in favor of Miami-Dade County.

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 other utility potable water supply well, except that de minimis quantities of hazardous materials (not including hazardous waste) and lubricating oils and hydraulic fluids necessary to the operation of stationary equipment integral to the operation of a building, shall be allowed outside the thirty (30) day travel time of any utility potable water supply well, provided that the use, handling, or storage of said de minimis quantities occur inside a building and provided that said lubricating oils and hydraulic fluids are contained within the closed sealed reservoirs of the stationary equipment; and
2. Hazardous wastes 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 South Miami Heights Wellfield Complex, or within the average day pumpage wellfield protection area, or within the basic wellfield protection area of any other utility potable water supply well, except that small quantity generators, as defined in Section 24-5 of the Code, of hazardous waste are allowed outside the basic wellfield protection area of a utility potable water supply well (except for utility potable water supply well within the Northwest Wellfield protection area, and the West Wellfield Interim protection area) when the water pollution prevention and abatement measures and practices set forth below have been provided.
  - (i) A monitoring program for the detection of pollution caused or which may be caused by hazardous materials, and
  - (ii) Secondary containment for the storage of fifty-five (55) U.S. gallons or more of hazardous materials, and
  - (iii) Inventory control and record-keeping of hazardous materials, and
  - (iv) Storm water management controls to prevent the introduction of hazardous materials into the storm water collection and discharge system, and
  - (v) Protection and security of facilities utilized for the generation, storage, usage, handling, disposal or discharge of hazardous materials.

3. Fuels, lubricants and other materials 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 and existing land uses required by the Director or the Director's 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) A monitoring program for the detection of pollution caused or which may be caused by hazardous materials, and
  - (ii) Secondary containment for the storage of fifty-five (55) U.S. gallons or more of hazardous materials, and
  - (iii) Inventory control and record-keeping of hazardous materials, and
  - (iv) Storm water management controls to prevent the introduction of hazardous materials into the storm water collection and discharge system, 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 the Director's designees. However, the water pollution prevention and abatement measures shall not be required for electrical transformers serving residential land uses.

4. The use, handling or storage of factory pre-packaged products intended primarily for domestic use or consumption which contain hazardous materials shall not be prohibited, provided however, that:
- (i) The storage of factory prepackaged products shall only occur within a building, and
  - (ii) The nonresidential 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 prepackaged products intended primarily for domestic use or consumption, and
  - (iii) The nonresidential land use is served or is to be served by utility water and utility sanitary sewers, and
  - (iv) Said building is located more than thirty (30) days travel time from any utility potable water supply well.
5. 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.
6. 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 temporary, permanent, prohibitory, and mandatory injunctions as well as otherwise provided for by law or ordinance.
7. This agreement and Covenant shall be recorded, at the undersigned's expense, 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.
8. This agreement and Covenant shall upon request by the undersigned be released by the Director of the Department of Environmental Resources Management or the Director's designee when the Director or the Director's 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, or the outer wellfield protection zone of the Alexander Orr Wellfield, Snapper Creek Wellfield, Southwest

Wellfield, South Miami Heights Wellfield Complex, 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.

- 9. This Covenant is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Covenant is recorded after which time it shall be extended automatically for successive periods of ten years each, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the Covenant in whole, or in part, provided that the Covenant has first been modified or released by Miami-Dade County as specified herein.

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this 10<sup>th</sup> day of May, 20 17.

**CORPORATION**

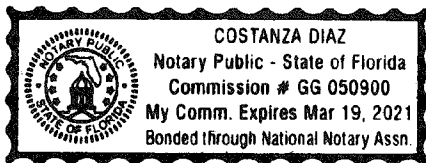
WITNESSES:

Sign [Signature]  
Print Karin La Rosa  
Sign Lourdes Lopez  
Print Lourdes Lopez

Corporation City of Doral, FL  
Sign [Signature]  
Print EDUARDO A. ROJAS  
Title CM  
Address 8401 NW 53rd Terrace  
Doral, FL 33166

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 18 day of May, 20 17, by Edward Rojas, as City Manager of The City of Doral, a Florida corporation, on behalf of the corporation. He or she is personally known to me or has produced [Signature] as identification and did take an oath.



NOTARY PUBLIC:  
Sign [Signature]  
Print Costanza Diaz  
State of Florida at Large (Seal)  
My Commission Expires: 3/19/21

THIS INSTRUMENT PREPARED BY:

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

