

Office of School Facilities
Jamie G. Torrens, Chief Facilities Officer

SUBJECT: THAT THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AUTHORIZE THE CHAIR AND SECRETARY TO EXECUTE COVENANTS RUNNING WITH THE LAND IN FAVOR OF MIAMI-DADE COUNTY IN CONNECTION WITH THE REPLACEMENT OF GREASE TRAPS BY THE DISTRICT AT HENRY H. FILER MIDDLE SCHOOL AND EMERSON ELEMENTARY SCHOOL

COMMITTEE: FACILITIES AND CONSTRUCTION

LINK TO STRATEGIC BLUEPRINT: EFFECTIVE AND SUSTAINABLE BUSINESS PRACTICES

The District is currently replacing the grease traps at Henry H. Filer Middle School, located at 531 West 29 Street, Hialeah, Florida 33012, and Emerson Elementary School, located at 8001 S.W. 36 Street, Miami Florida 33155. Both schools are located within a wellfield protection area, and as a matter of course, a Covenant Running With the Land ("Covenant") in favor of Miami-Dade County ("County") is required for each location. The Covenant ensures that development at the sites comply with applicable County regulations which seek to protect our water resources by prohibiting the use, generation, handling, disposal, discharge or storage of any hazardous materials on the properties.

The Covenant for each location has been reviewed by the School Board Attorney's Office and the Office of Risk and Benefits Management for legal sufficiency and risk management issues, respectively, and found to be in compliance. A copy of the Covenant for Henry H. Filer Middle School and Emerson Elementary School is attached hereto as "Attachment 1" and "Attachment 2", respectively.

F-4

RECOMMENDED:

That The School Board of Miami-Dade County, Florida, authorize the Chair and Secretary to execute:

- 1) Covenants Running with the Land in favor of Miami-Dade County in connection with the replacement of grease traps by the District at Henry H. Filer Middle School, located at 531 West 29 Street, Hialeah, Florida 33012, and Emerson Elementary School, located at 8001 S.W. 36 Street, Miami, Florida 33155, as described above; and
- 2) any other documents that may be required to effectuate implementation of the Covenant for each location.

IB:ib

Attachment 1

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

The undersigned, THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FL; being the present owner(s) of the following described real property (hereinafter called "the Property"):

See attached Exhibit "A" attached hereto and incorporated herein by reference.

Located at 531 WEST 29 STREET, HIALLEAH, FL 33012 (FOLIO #04-3012-023-0010) 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 (like 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 designee. 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; and
 - (v) Prepackaged products necessary to and used solely for the upkeep and maintenance of the property, including any building or landscape features, personal hygiene products, and office supplies containing hazardous materials shall not be prohibited provided that the storage of factory prepackaged products shall only occur within a building and the nonresidential land use is served or is to be served by utility water and utility sanitary sewers.
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 B. 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 _____ day of _____, 20____. [SEE FOLLOWING PAGES]

GOVERNMENT ENTITY

WITNESSES:

Sign _____
Print _____
Sign _____
Print _____

ENTITY:

Sign _____
Print _____
Title _____
Address _____

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____, 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 _____
Print _____
State of Florida at Large (Seal)
My Commission Expires: _____

THIS INSTRUMENT PREPARED BY:

SEE ATTACHED INDIVIDUAL SIGNATURE AND ACKNOWLEDGEMENT PAGE

**Covenant Running With the Land
Henry H. Filer School
Signature Page**

IN WITNESS WHEREOF, the undersigned have caused this Covenant Running With the Land in Favor of Miami-Dade County, FL, to be executed this _____ day of _____, 2018

**THE SCHOOL BOARD OF MIAMI-
DADE COUNTY, FLORIDA**

Witnesses:

BY: _____
Name: Ms. Perla Tabares Hantman
Title: Chair
Date: _____

Witnesses:

ATTEST:

Alberto M. Carvalho, Secretary
Date: _____

**TO THE BOARD: APPROVED
AS TO RISK MANAGEMENT
ISSUES:**

**Office of Risk and Benefits
Management**
Date: _____

**TO THE SCHOOL BOARD:
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

BY: _____
BOARD ATTORNEY
Date: _____

RECOMMENDED:

By: _____
Jaime G. Torrens
Chief Facilities Officer
Date: _____

**TO THE BOARD: APPROVED AS TO
TREASURY MANAGEMENT ISSUES:**
Office of Treasury Management
Date: _____

Acknowledgment
Henry H. Filer Middle School
Covenant Running With the Land

(ACKNOWLEDGMENT)

STATE OF FLORIDA)
) SS.
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY, that on this _____ day of _____, A.D. 2018, before me personally appeared, **PERLA TABARES HANTMAN** and **ALBERTO M. CARVALHO**, as Chair and Secretary, respectively, of **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**, (“School Board”) known to me to be the persons described in and who executed the foregoing Covenant Running With the Land in favor of Miami-Dade County, FL, on behalf of the School Board, and they acknowledged to me the execution thereof in their official capacity as Chair and Secretary, respectively, of the School Board, for and as the act and deed of the said School Board, and in its name, and after being duly authorized by said School Board to execute the foregoing Covenant for the uses and purposes therein mentioned.

WITNESS my signature and official seal at the City of _____, in the County and State aforesaid, the day and year last aforesaid.

Notary Public, State of _____

My commission expires: _____

THIS INSTRUMENT PREPARED BY:
Ms. Ivis Barba, Coordinator II
School Board of Miami-Dade County
1450 NE 2nd Avenue, Room 525
Miami, FL 33132

EXHIBIT "A"

TO

COVENANT RUNNING WITH THE LAND IN FAVOR OF
MIAMI-DADE COUNTY, IN CONNECTION WITH THE
CONSTRUCTION OF SCHOOL HENRY H. FILER MIDDLE

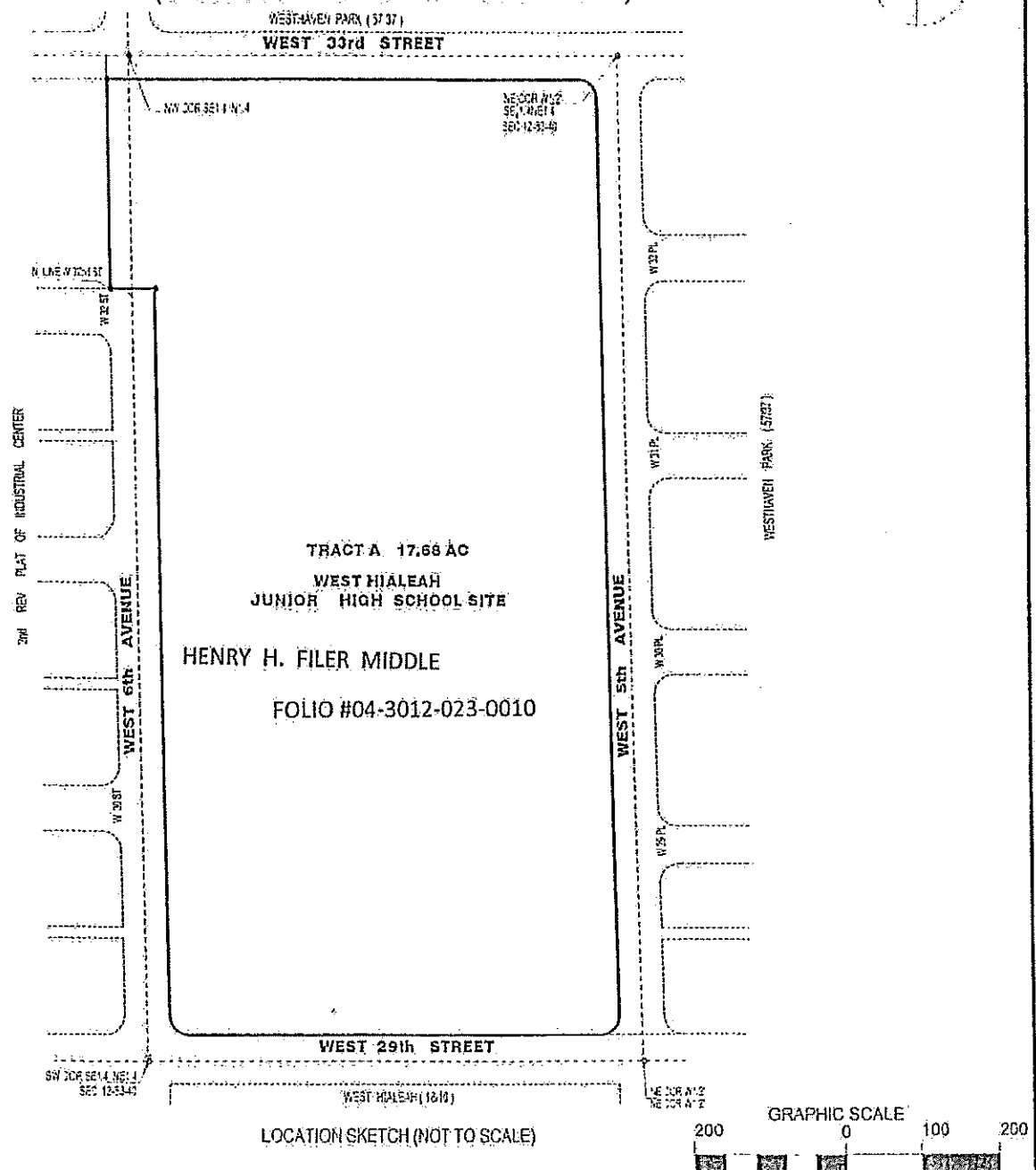
SKETCH AND LEGAL DESCRIPTION

(Consisting of 5 pages, including this title page)

NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL
OF THE SURVEYOR

ROBERTO BRIZUELA & ASSOCIATES, INC. 7315 WEST FLAGLER STREET, MIAMI, FL 33144 PROFESSIONAL LAND SURVEYORS	TYPE OF PROJECT	HENRY H. FILER MIDDLE	SCALE:
	PROJECT LOCATION:	531 WEST 29th STREET, HIALEAH, FL, 33012	DATE: 08-25-2018
	CLIENT NAME:	CLIENT TELEPHONE:	DRAWN BY: WHITE
			FIELD BOOK: FILES
		JOB: 18-08-114-A	SHEET:
			OF SHEETS

EXHIBIT A
SKETCH AND LEGAL DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)

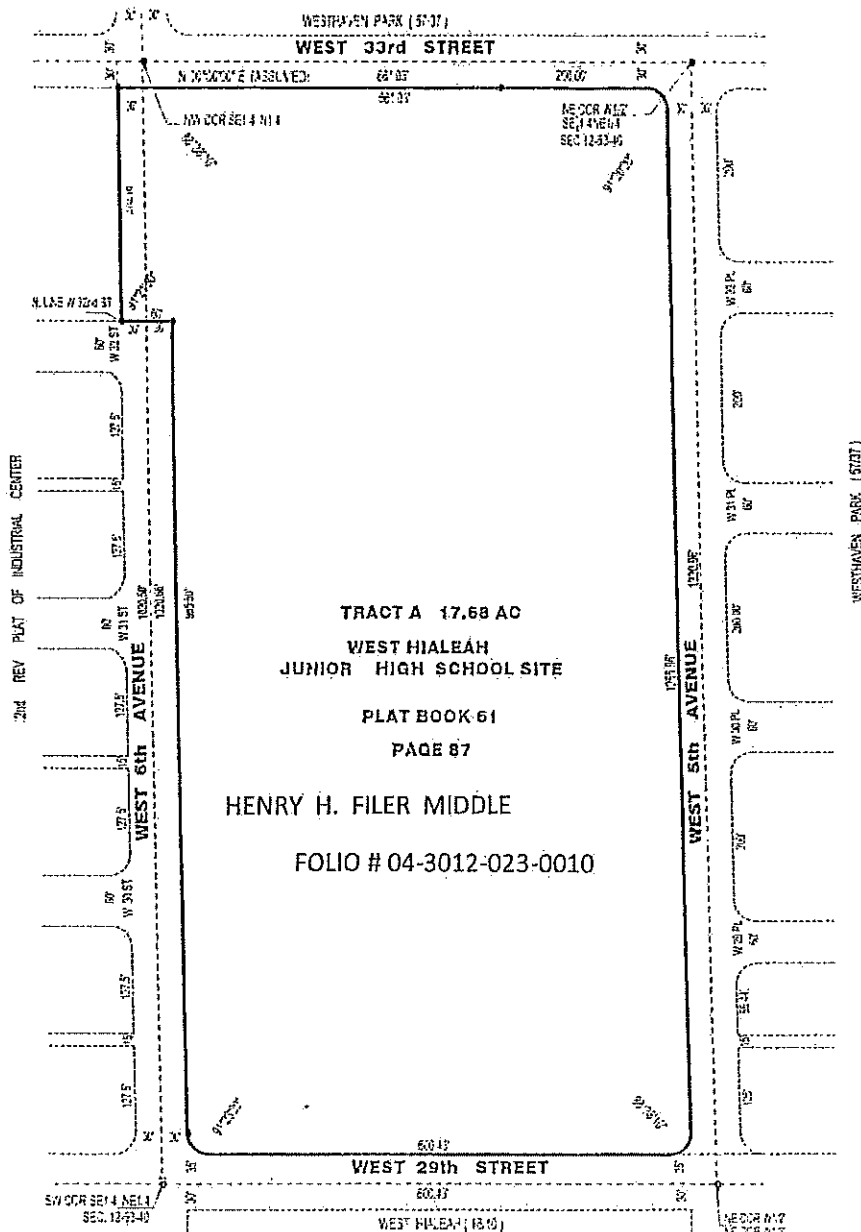


LOCATION SKETCH (NOT TO SCALE)

SKETCH 1 IS NOT VALID WITHOUT WITHOUT SKETCHES 2,3,4.

ROBERTO BRIZUELA & ASSOCIATES, INC. 7315 WEST FLAGLER STREET, MIAMI, FL. 33144 PROFESSIONAL LAND SURVEYORS	TYPE OF PROJECT: MDCPS - HENRY H. FILER MIDDLE	SCALE: 1 inch = 200 ft. DATE: 08-25-2018
	PROJECT LOCATION: 531 WEST 29th STREET, HIALEAH, FL. 33012	DRAWN BY: WHITE FIELD BOOK: FILES
CLIENT NAME: CLIENT TELEPHONE:	JOB: 18-08-114-A	SHEET: 1 OF 4 SHEETS
NOT VALID WITHOUT SIGNATURE AND RAISED SEAL OF SURVEYOR		

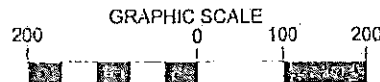
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)



- LEGEND
 P.B. = PLAT BOOK
 P.G. = PAGE
 P.R.U. = PERMANENT REFERENCE MONUMENT
 P.C.P. = PERMANENT CONTROL POINT
 R = RADIUS
 Δ = DELTA
 L = LENGTH
 C.E. = CENTERLINE

NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF SURVEYOR.

SHEET 2 IS NOT VALID WITHOUT SHEETS 1, 3 AND 4.



ROBERTO BRIZUELA & ASSOCIATES, INC. 7315 WEST FLAGLER STREET, MIAMI, FL. 33144 PROFESSIONAL LAND SURVEYORS	TYPE OF PROJECT: MDCPS - I HENRY H. FILER MIDDLE	SCALE: 1 inch = 200 ft. DATE: 08-25-2018
	PROJECT LOCATION: 531 WEST 29th STREET, HIALEAH, FL, 33012	DRAWN BY: WHITE FIELD BOOK: FILES
CLIENT NAME:	CLIENT TELEPHONE:	JOB: 18-08-114-A
		SHEET: 2 OF 4 SHEETS

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)

DESCRIPTION:

TRACT "A" OF "WEST HIALEAH JR HIGH SCHOOL SITE" AS RECORDED IN PLAT BOOK 61 PAGE 87, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

CONTAINING 770,140.80 SQUARE FEET OR 17.68 ACRES MORE OR LESS BY CALCULATIONS.

FOLIO # 04-3012-023-0010

SECTION 12

TOWNSHIP 53

RANGE 40

NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF SURVEYOR.

SHEET 3 IS NOT VALID WITHOUT SHEETS 1, 2 AND 4

ROBERTO BRIZUELA & ASSOCIATES, INC. 7315 WEST FLAGLER STREET, MIAMI, FL. 33144 PROFESSIONAL LAND SURVEYORS	TYPE OF PROJECT: HENRY H. FILER MIDDLE	SCALE:	
	PROJECT LOCATION: 531 WEST 29th STREET, HIALEAH, FL, 33012	DATE: 08-25-2018	
	CLIENT NAME:	CLIENT TELEPHONE:	DRAWN BY: WHITE
	FOLIO #04-3012-023-0010		FIELD BOOK: FILES
		JOB: 18-03-114-A	
		SHEET: 3	
		OF 4 SHEETS	

SKETCH AND LEGAL DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)

SOURCES OF DATA:

THE LEGAL DESCRIPTION OF THE SUBJECT PARCELS OF LAND WAS GENERATED FROM INFORMATION PROVIDED BY THE CLIENT. IN ADDTON, THE FOLLOWING SOURCES OF DATA WERE USED TO THE EXTENT REQUIRED TO COMPLETE THIS DOCUMENT IN A DEFENSIBLE MANNER. THAT IS TO SAY: NORTH ARROW AND BEARINGS REFER TO AN ASSUMED VALUE OF ALONG THE NORTH LINE OF THE SUBJECT PROPERTY, AS PER PLAT BOOK 61, PAGE 87, OF THE PUBLIC RECORDS OF MAMI-DADE COUNTY, FLORIDA. SAID LINE IS CONSIDERED WELL ESTABLISHED AND MONUMENTED.

CERTIFY TO:

THIS SKETCH AND LEGL DESCRIPTION WAS PREPARED AT THE INSISTENCE OF AND CERTIFY TO: THE SCHOOL BOARD OF MIAMI -DADE COUNTY, FLORIDA, ITS SUCCESSORS AND/OR ASSIGNS; WALTER J. HARVEY, ESQ., SCHOOL BOARD ATTORNEY AND HIS SUCCESSORS IN OFFICE.

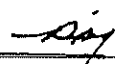
LIMITATIONS:

SINCE NO OTHER INFORMATION OTHER THAN WHAT IS CITED IN THE SOURCES OF DATA WAS FURNISHED, THE CLIENT IS HEREBY ADVISED THAT THERE MAY BE LEGAL RESTRICTIONS ON THE SUBJECT PROPERTY THAT ARE NOT SHOWN ON THE SKETCH THAT MAY BE FOUND IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, OR ANY OTHER PBLIC AND PRIVATE ENTITIES AS THEIR JURISDICTIOS MAY APPEAR. THE SURVEYOR MAKES NO REPRESENTATION AS TO OWNERSHIP OR POSSESSION OF THE SUBJECT PROPERTY BY ANY ENTITY OR INDIVIDUAL WHO MAY APPEAR IN PUBLIC RECORDS.

THIS DOCUMENT DOES NOT REPRESENT A FIELD BOUNDARY SURVEY OF THE DESCRIBED PROPERTY, OR ANY PART OR PARCEL THEREOF. THIS SKETCH IS AN ACCURATE GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION TO WICH IT IS ATTACHED AS PER CLIENT'S REQUEST.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: THAT THIS "SKETCH AND LEGAL DESCRIPTION" WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. FUTHER, THAT SAID SKETCH MEETS THE INTENT OF THE "STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA", PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AND ITS IMPLEMENTING RULE, CHAPTER 472.027 OF THE FLORIDA STATUTES.

BY  FOR THE FIRM
ROBERTO R. BRIZUELA
 PROFESSIONAL SURVEYOR AND MAPPER No 3064
 STATE OF FLORIDA

NOTICE:

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF O FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELECTIONS TO SURVEY MAPS AND REPORTS BY OTHER THAN THE SIGNING PARTY ARE PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY. THIS DOCUMENT CONSISTS OF MULTIPLE EXHIBITS AND SHEETS. EACH SHEET IS INCORPORATED THEREIN SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS. THIS NOTICE IS REQUIRED BY RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

SHEET 4 IS NOT VALID WITHOUT SHEET 1,2 AND 3.

ROBERTO BRIZUELA & ASSOCIATES, INC. 7315 WEST FLAGLER STREET, MIAMI, FL. 33144 PROFESSIONAL LAND SURVEYORS	TYPE OF PROJECT: HENRY H. FILER MIDDLE	SCALE: 1 inch = 200 ft. DATE: 08-25-2018
	PROJECT LOCATION: 531 WEST 29th STREET, HIALEAH, FL, 33012	DRAWN BY: WHITE FIELD BOOK: FILES
	CLIENT NAME: CLIENT TELEPHONE:	JOB: 18-08-114-A
	FOLIO: 04-3012-023-0010	

Attachment 2

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

The undersigned, THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FL., being the present owner(s) of the following described real property (hereinafter called "the Property"):

See attached Exhibit "A" attached hereto and incorporated herein by reference.

Located at 8001 SW 36 STREET, MIAMI, FL 33155 (FOLIO #30-4015-000-0450) 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 24.3 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 (like 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; and
 - (v) Prepackaged products necessary to and used solely for the upkeep and maintenance of the property, including any building or landscape features, personal hygiene products, and office supplies containing hazardous materials shall not be prohibited provided that the storage of factory prepackaged products shall only occur within a building and the nonresidential land use is served or is to be served by utility water and utility sanitary sewers.
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 B. 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 _____ day of _____, 20____. [SEE FOLLOWING PAGES]

GOVERNMENT ENTITY

WITNESSES:

Sign _____
Print _____
Sign _____
Print _____

ENTITY:

Sign _____
Print _____
Title _____
Address _____

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____, 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 _____
Print _____

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

THIS INSTRUMENT PREPARED BY:

SEE ATTACHED INDIVIDUAL SIGNATURE AND ACKNOWLEDGEMENT PAGE

**Covenant Running With the Land
Emerson Elementary School
Signature Page**

IN WITNESS WHEREOF, the undersigned have caused this Covenant Running With the Land in Favor of Miami-Dade County, FL, to be executed this _____ day of _____, 2018

**THE SCHOOL BOARD OF MIAMI-
DADE COUNTY, FLORIDA**

Witnesses:

BY: _____
Name: Ms. Perla Tabares Hantman
Title: Chair
Date: _____

Witnesses:

ATTEST:

Alberto M. Carvalho, Secretary
Date: _____

**TO THE BOARD: APPROVED
AS TO RISK MANAGEMENT
ISSUES:**

**Office of Risk and Benefits
Management**
Date: _____

**TO THE SCHOOL BOARD:
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

BY: _____
BOARD ATTORNEY
Date: _____

RECOMMENDED:

By: _____
Jaime G. Torrens
Chief Facilities Officer
Date: _____

**TO THE BOARD: APPROVED AS TO
TREASURY MANAGEMENT ISSUES:
Office of Treasury Management**
Date: _____

Acknowledgment
Emerson Elementary School
Covenant Running With the Land

(ACKNOWLEDGMENT)

STATE OF FLORIDA)
) **SS.**
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY, that on this _____ day of _____, A.D. 2018, before me personally appeared, **PERLA TABARES HANTMAN** and **ALBERTO M. CARVALHO**, as Chair and Secretary, respectively, of **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**, (“School Board”) known to me to be the persons described in and who executed the foregoing Covenant Running With the Land in favor of Miami-Dade County, FL, on behalf of the School Board, and they acknowledged to me the execution thereof in their official capacity as Chair and Secretary, respectively, of the School Board, for and as the act and deed of the said School Board, and in its name, and after being duly authorized by said School Board to execute the foregoing Covenant for the uses and purposes therein mentioned.

WITNESS my signature and official seal at the **City of _____**, in the County and State aforesaid, the day and year last aforesaid.

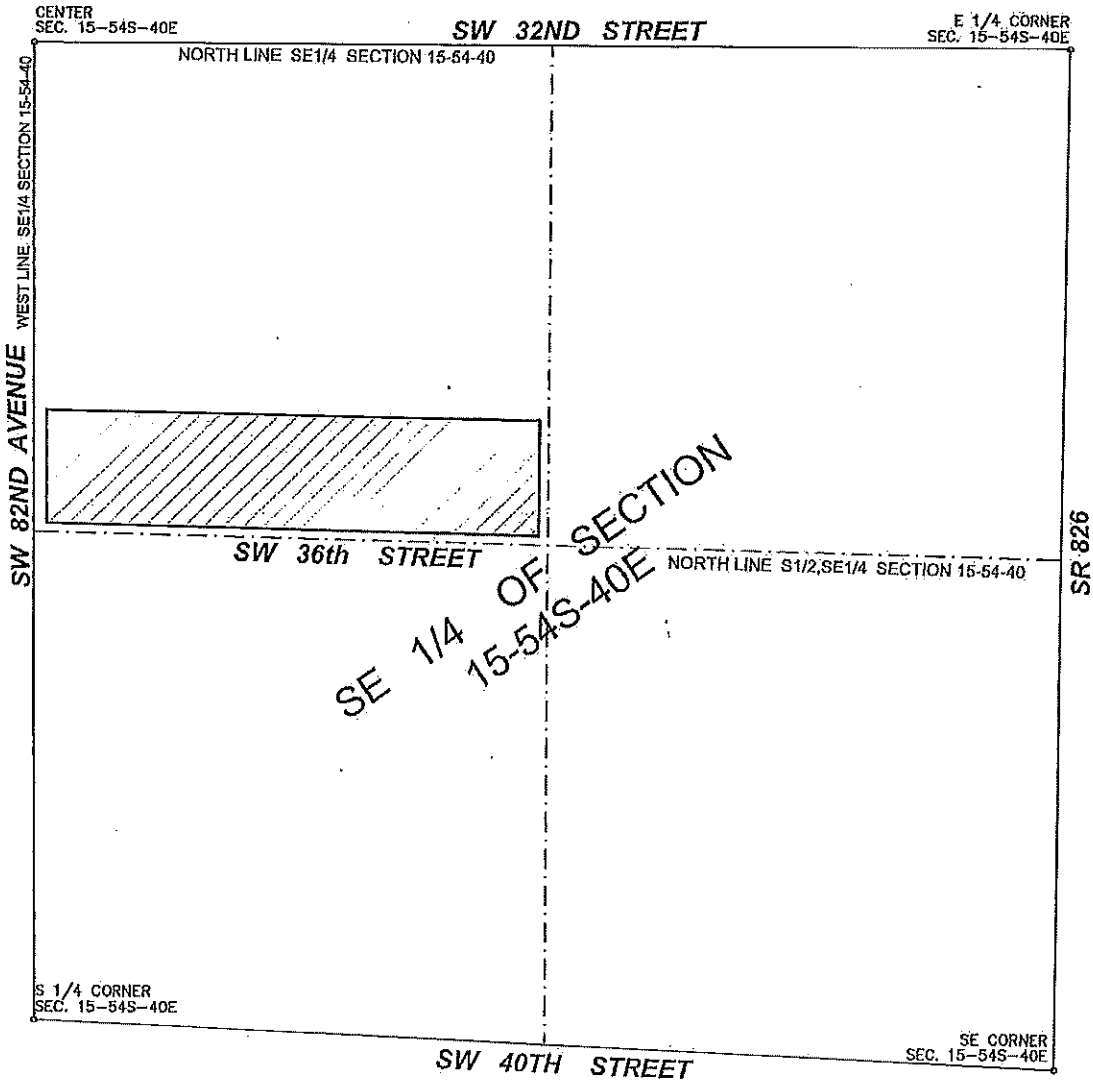
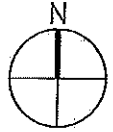
Notary Public, State of _____

My commission expires: _____

THIS INSTRUMENT PREPARED BY:

Ms. Ivis Barba, Coordinator II
School Board of Miami-Dade County
1450 NE 2nd Avenue, Room 525
Miami, FL 33132

EXHIBIT A
SKETCH AND LEGAL DESCRIPTION
(NOT A BOUNDARY SURVEY)



LOCATION SKETCH
NOT TO SCALE

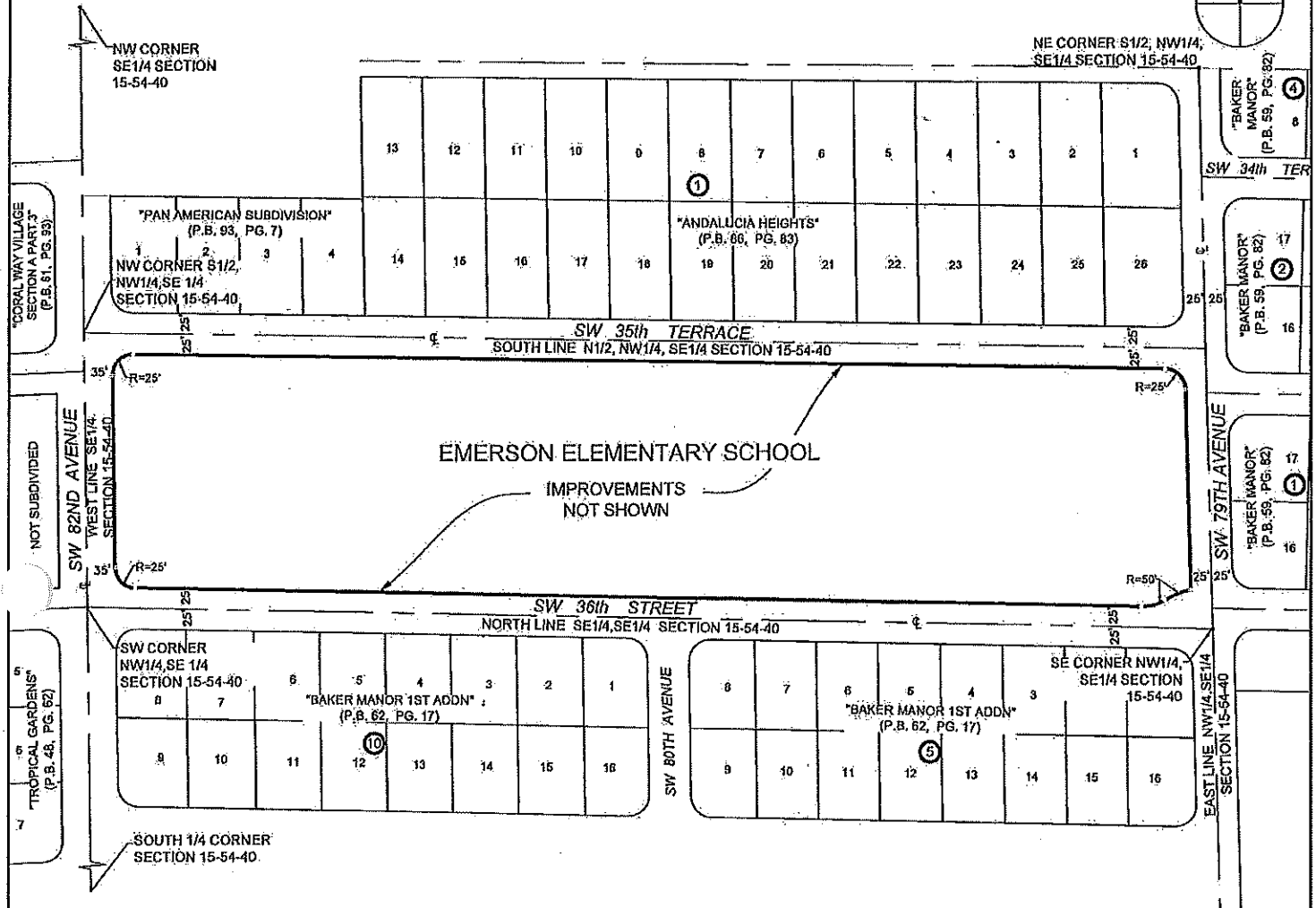
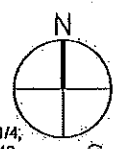
SHEET 1 OF 4

ROBAYNA
AND ASSOCIATES INC.
ENGINEERS - PLANNERS - SURVEYORS
5723 NW 159th STREET
MIAMI LAKES, FL 33014
PH. (305) 823-9316
LICENSED BUSINESS No. LB 5004

JOB No. 180072
DATE: 08-29-18
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
EMERSON ELEMENTARY SCHOOL
8001 SW 36TH STREET MIAMI, FL 33155
FOLIO No.30-4015-000-0450
SECTION 15, TOWNSHIP 54 S, RANGE 40 E

SKETCH AND LEGAL DESCRIPTION

(NOT A BOUNDARY SURVEY)



SKETCH
SCALE: 1" = 200'

SKETCH AND LEGAL DESCRIPTION

(NOT A BOUNDARY SURVEY)

LEGAL DESCRIPTION AS FURNISHED:

THE SOUTH HALF OF THE SOUTH HALF OF THE NW 1/4 OF THE SE 1/4 OF SECTION 15, TOWNSHIP 54 SOUTH, RANGE 40 EAST, IN DADE COUNTY, FLORIDA.

LESS THE FOLLOWING RIGHT-OF-WAY DEDICATIONS:

THE SOUTH 25 FEET, THE NORTH 25 FEET, AND THE EAST 25 FEET OF THE S 1/2 OF THE NW 1/4 OF THE SE 1/4 OF SECTION 15, TOWNSHIP 54 SOUTH, RANGE 40 EAST, IN DADE COUNTY, FLORIDA.

AND
A TRACT OF LAND FOR SOUTHWEST 36TH STREET DESCRIBED AS FOLLOWS: ALL THAT PART OF THE SE 1/4 OF NW 1/4 OF SE 1/4 OF SECTION 15, TOWNSHIP 54 SOUTH, RANGE 40 EAST, LYING NORTH OF A LINE 25 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SE 1/4 OF NW 1/4 OF SE 1/4, WEST OF THE EAST LINE OF SAID SE 1/4, OF NW 1/4 OF SE 1/4 AND SOUTHERLY OF THE FOLLOWING DESCRIBED LINE: BEGIN AT A POINT ON THE EAST LINE OF SAID SE 1/4 OF NW 1/4 OF SE 1/4, SAID POINT BEING 50 FEET NORTH OF THE SOUTH LINE OF SAID SE 1/4 OF NW 1/4 AND ALSO BEING THE POINT OF CURVE OF A CIRCULAR CURVE TO THE LEFT WHICH CURVE IS TANGENT AT SAID POINT TO A LINE 50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SE 1/4 OF NW 1/4 OF SE 1/4 EXTENDED EASTERLY. THENCE RUN SOUTHERLY AND WESTERLY ALONG SAID CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 100 FEET, THROUGH A CENTRAL ANGLE OF 33°33'34", FOR AN ARC DISTANCE OF 58.57 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT, THENCE RUN SOUTHERLY AND WESTERLY ALONG SAID REVERSE CURVE HAVING A RADIUS OF 50 FEET, THROUGH A CENTRAL ANGLE OF 33°33'34" FOR AN ARC DISTANCE OF 29.29 FEET TO A POINT OF TANGENCY, SAID LAST DESCRIBED CURVE BEING TANGENT AT SAID POINT TO A LINE 25 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SE 1/4 OF NW 1/4 OF SE 1/4, LESS THE EAST 25 FEET THEREOF PREVIOUSLY CONVEYED TO DADE COUNTY, FLORIDA.

AND
THE EXTERNAL AREA FORMED BY A 25.00 FOOT RADIUS ARC CONCAVE TO THE SOUTHEAST, TANGENT TO THE SOUTH LINE OF THE NORTH 25.00 FEET OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NW 1/4 OF THE SE 1/4 OF SECTION 15, TOWNSHIP 54 SOUTH, RANGE 40 EAST, DADE COUNTY, FLORIDA, AND TANGENT TO THE EAST LINE OF THE WEST 35.00 FEET OF THE SE 1/4 OF SAID SECTION 15;

AND
THE EXTERNAL AREA FORMED BY A 25.00 FOOT RADIUS ARC CONCAVE TO THE SOUTHWEST, TANGENT TO THE SOUTH LINE OF THE NORTH 25.00 FEET OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 15, AND TANGENT TO THE WEST LINE OF THE EAST 25.00 FEET OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 15;

AND
THE EXTERNAL AREA FORMED BY A 25.00 FOOT RADIUS ARC CONCAVE TO THE NORTHEAST, TANGENT TO THE NORTH LINE OF THE SOUTH 25.00 FEET OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 15, AND TANGENT TO THE EAST LINE OF THE WEST 35.00 FEET OF THE SE 1/4 OF SAID SECTION 15.

AND
THE AREA BOUNDED BY THE WEST LINE OF THE EAST 25.00 FEET OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 15, AND BOUNDED BY A 25.00 FOOT RADIUS ARC CONCAVE TO THE NORTHWEST, TANGENT TO THE PREVIOUSLY DESCRIBED LINE, AND TANGENT TO THE NORTH RIGHT OF WAY LINE OF S.W. 36TH STREET AS DESCRIBED IN DEED BOOK 3959 AT PAGE 266 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, AND BOUNDED BY THE NORTH RIGHT OF WAY LINE OF SAID S.W. 36TH STREET.

CONTAINING 369443 SQUARE FEET OR 8.48 ACRES MORE OR LESS BY CALCULATIONS.

SHEET 3 OF 4

ROBAYNA
AND ASSOCIATES INC.
ENGINEERS - PLANNERS - SURVEYORS
5723 NW 150th STREET
MIAMI LAKES, FL 33014
PH. (305) 823-9316
LICENSED BUSINESS No. LB 5004

JOB No. 180072
DATE: 08-29-18
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
EMERSON ELEMENTARY SCHOOL
8001 SW 36TH STREET MIAMI, FL 33155
FOLIO No.30-4015-000-0450
SECTION 15, TOWNSHIP 54 S, RANGE 40 E

SKETCH AND LEGAL DESCRIPTION

(NOT A BOUNDARY SURVEY)

SOURCES OF DATA:

The Legal Description of the Subject Parcel of Land was generated from information provided by the client. In addition, the following sources of data were used to the extent required to complete this document in a defensible manner. That is to say: Neighboring plats reviewed are Plat Book 61, Page 93; Plat Book 93, Page 7; Plat Book 86, Page 83; Plat Book 59, Page 82; Plat Book 62, Page 17; Plat Book 48, Page 62 of the Public Records of Miami-Dade County, Florida. North Arrow and bearings refer to that calculated as being S00°53'15"E from the Florida Department of Environmental Protection Certified Corner Records Documents Numbered 101065 and 101068 along the Centerline of SW 82nd Avenue.

CERTIFY TO:

This Sketch and Legal Description was prepared at the insistence of and hereby certified to:

The School Board of Miami-Dade County, Florida, its successors and/or assigns;
Walter J. Harvey, Esq., School Board Attorney and his successors in office.

LIMITATIONS:

Since no other information other than what is cited in the Sources of Data was furnished, the Client is hereby advised that there may be legal restrictions on the subject property that are not shown on the Sketch that may be found in the Public Records of Miami-Dade County, or any other public and private entities as their jurisdictions may appear. The Surveyor makes no representation as to ownership or possession of the Subject Property by any entity or individual who may appear in public records.

This document does not represent a field boundary survey of the described property, or any part or parcel thereof.
This sketch is an accurate graphic depiction of the legal description to which it is attached as per client's request.

SURVEYOR'S CERTIFICATE:

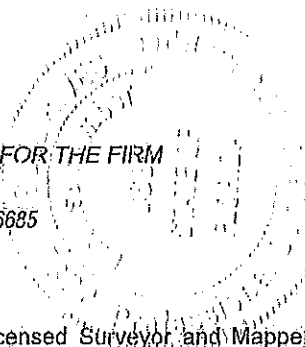
I hereby certify: That this "Sketch and Legal Description" was prepared under my direction and is true and correct to the best of my knowledge and belief. Further, that said Sketch meets the intent of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rule 5J-17 of the Florida Administrative Code and its implementing Rule, Chapter 472.027 of the Florida Statutes.

BY: _____



JOSE M. RIVES Jr.
PROFESSIONAL SURVEYOR AND MAPPER No. LS6685
STATE OF FLORIDA

FOR THE FIRM



NOTICE: Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to Survey Maps and Reports by other than the signing party are prohibited without the written consent of the signing party. This document consists of multiple Exhibits and Sheets. Each Sheet as incorporated therein shall not be considered full, valid and complete unless attached to the others. This Notice is required by Rule 5J-17 of the Florida Administrative Code.

SHEET 4 OF 4

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