Office of Superintendent of Schools
Board Meeting of July 12, 2017

June 27, 2017

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

SUBJECT: **AUTHORIZATION FOR THE CHAIR AND SECRETARY TO EXECUTE A COVENANT RUNNING WITH THE LAND IN FAVOR OF MIAMI-DADE COUNTY, IN CONNECTION WITH THE CONSTRUCTION OF DR. TONI BILBAO PREPARATORY ACADEMY, LOCATED AT 8905 N.W. 114 AVENUE, DORAL, FLORIDA 33178**

COMMITTEE: **FACILITIES AND CONSTRUCTION**

LINK TO STRATEGIC BLUEPRINT: **EFFECTIVE AND SUSTAINABLE BUSINESS PRACTICES**

The District is in the process of finalizing construction of Dr. Toni Bilbao Preparatory Academy ("School"), located at 8905 N.W. 114 Avenue, Doral, Florida 33178. The School is scheduled to open August 2017.

The School is located within a wellfield protection area, and as a matter of course, a Covenant Running With The Land In Favor Of Miami-Dade County ("Covenant") is required. The Covenant ensures that development at the site complies with applicable Miami-Dade County regulations which seek to protect local water resources by prohibiting the use, generation, handling, disposal, discharge or storage of any hazardous materials on the property.

The Covenant 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 is attached hereto as "Attachment 1".

RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the Chair and Secretary to execute a Covenant Running With The Land In Favor Of Miami-Dade County, in connection with the construction of Dr. Toni Bilbao Preparatory Academy, located at 8905 N.W. 114 Avenue, Doral, Florida 33178, as described above.

IB:

F-1

"ATTACHMENT 1"

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

The undersigned, The School Board of Miami-Dade County, Florida, 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 8905 NW 114 Avenue, Doral 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; 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 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 _____ day of _____, 20____.

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
Dr. Toni Bilbao Preparatory Academy
Signature Page

IN WITNESS WHEREOF, the undersigned have caused this Covenant Running With the Land in Favor of Miami-Dade County, Florida, to be executed this _____ day of _____, 2017

Witnesses:

_____

_____

Witnesses:

_____

_____

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

BY: _____
Name: Dr. Lawrence S. Feldman
Title: Chair

ATTEST:

_____
Alberto M. Carvalho, Secretary

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

BY: _____
BOARD ATTORNEY

RECOMMENDED:

By: _____
Jaime G. Torrens
Chief Facilities Officer

Acknowledgment
Dr. Toni Bilbao Preparatory Academy
Covenant Running With the Land

(ACKNOWLEDGMENT)

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

I HEREBY CERTIFY, that on this _____ day of _____, A.D. 2017, before me personally appeared, **DR. LAWRENCE S. FELDMAN** 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 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

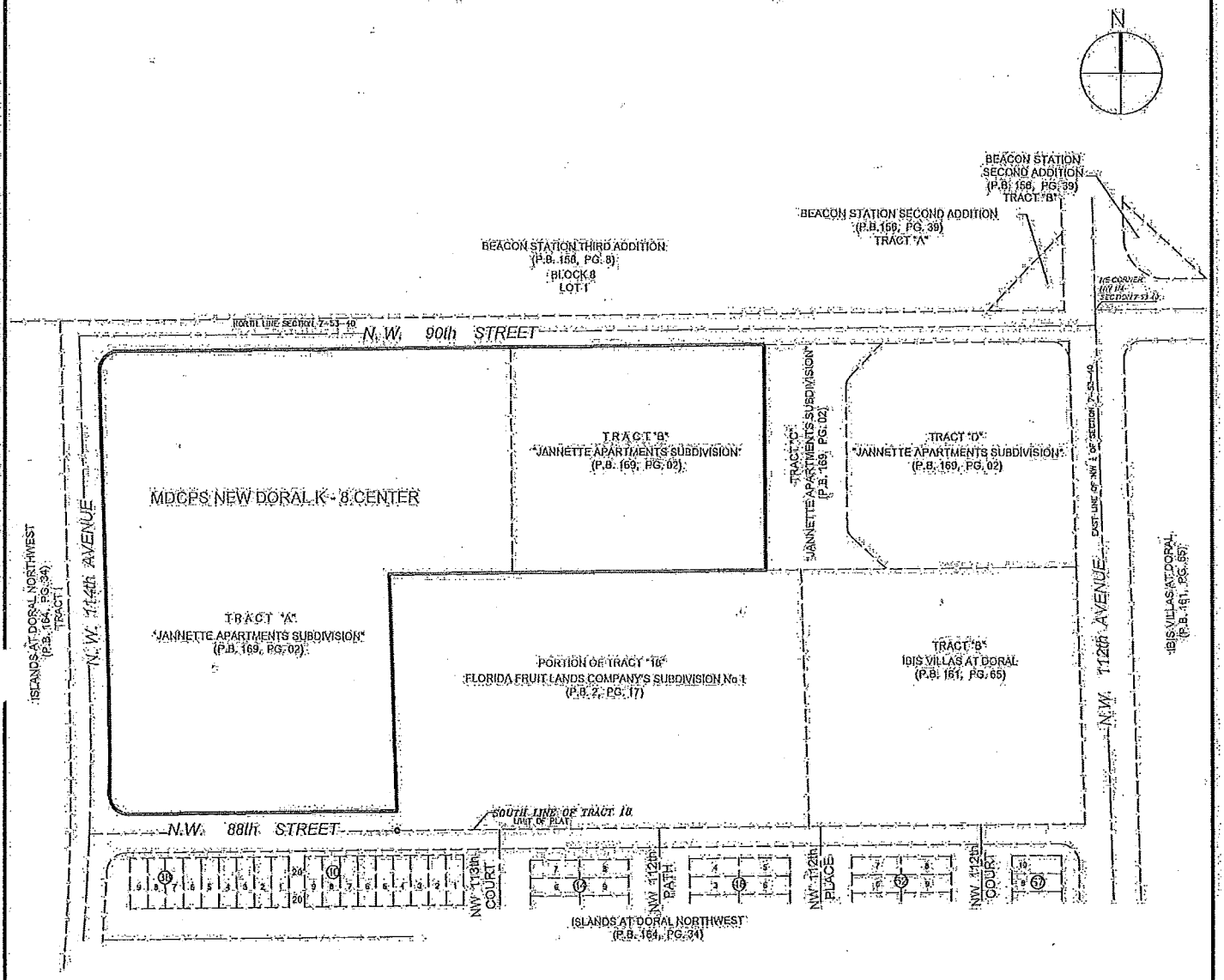
COVENANT RUNNING WITH THE LAND IN FAVOR OF MIAMI-DADE COUNTY, IN CONNECTION WITH THE CONSTRUCTION OF

DR. TONI BILBAO PREPARATORY ACADEMY

SKETCH AND LEGAL DESCRIPTION

(Consisting of 5 pages, including this title page)

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



LOCATION SKETCH
NOT TO SCALE

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

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

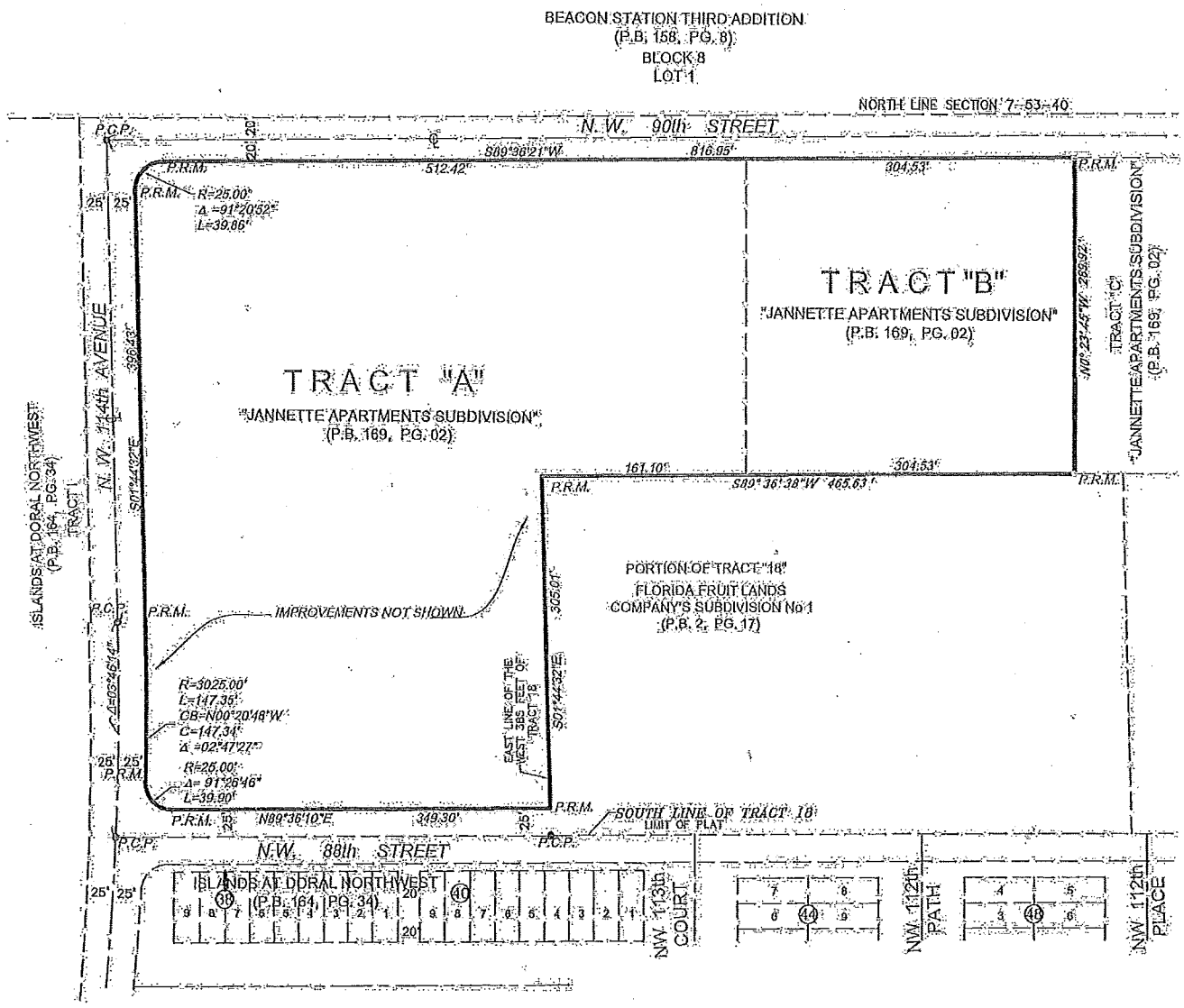
SHEET 1 OF 4

ROBAYNA AND ASSOCIATES INC.
ENGINEERS - PLANNERS - SURVEYORS
5723 NW 158th STREET
MIAMI LAKES, FL 33014
PH: (305) 823-9316
LICENSED BUSINESS No. LB 5004

JOB No. 170052
DATE: 06-23-17
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
MDCPS NEW DORAL K - 8 CENTER
8905 NW 114th AVENUE, DORAL, FL 33178
FOLIO No. 35-3007-029-0010
SECTION 7, TOWNSHIP 53 S, RANGE 40 E

SKETCH AND LEGAL DESCRIPTION

(NOT A BOUNDARY SURVEY)



LEGEND:
P.B. = PLAT BOOK
PG. = PPAGE
P.R.M. = PERMANENT REFERENCE MONUMENT
P.C.P. = PERMANENT CONTROL POINT
R = RADIUS
Δ = DELTA
L = LENGTH
℄ = CENTERLINE

GRAPHIC SCALE

150 0 75 150

1 inch = 150 ft.

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SKETCH
SCALE: 1" = 150'

SHEET 1 IS NOT VALID WITHOUT SHEETS 1, 3 & 4

SHEET 2 OF 4

ROBAYNA AND ASSOCIATES INC.
ENGINEERS - PLANNERS - SURVEYORS
5723 NW 158th STREET
MIAMI LAKES, FL 33014
PH. (305) 823-9318
LICENSED BUSINESS No. LB 5004

JOB No. 170052
DATE: 06-23-1
SKETCH TO ACCOMPANY LEGAL DESCRIPTIO
MDCPS NEW DORAL K - 8 CENTER
8905 NW 114th AVENUE, DORAL, FL 33178
FOLIO No. 35-3007-029-0010
SECTION 7, TOWNSHIP 53 S, RANGE 40 E

SKETCH AND LEGAL DESCRIPTION

(NOT A BOUNDARY SURVEY)

DESCRIPTION:

Tract "A" and Tract "B" of "JANNETTE APARTMENTS SUBDIVISION" as recorded in Plat Book 169 at Page 02, of the Public Records of Miami-Dade County, Florida.

Containing 364677.51 Square Feet or 8.372 Acres more or less by calculations.

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SHEET 1 IS NOT VALID WITHOUT SHEETS 1, 2 & 4

ROBAYNA AND ASSOCIATES INC.
ENGINEERS - PLANNERS - SURVEYORS
5723 NW 156th STREET
MIAMI LAKES, FL 33014
PH.: (305) 823-9316
LICENSED BUSINESS No. LB 5004

JOB No. 170052
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8905 NW 114th AVENUE, DORAL, FL 33178
FOLIO No.35-3007-029-0010
SECTION 7, TOWNSHIP 53 S, RANGE 40 E

SKETCH AND LEGAL DESCRIPTION

(NOT A BOUNDARY SURVEY)

SOURCES OF DATA:

The Legal Description of the Subject Parcels of Land was generated from in formation 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:
-North Arrow and Bearings refer to an assumed value of S89°36'21"W along the North line of the Subject Property, as per Plat Book 169, Page 33, of the Public Records of Miami-Dade County, Florida. Said line is considered well-established and monumented.

CERTIFY TO:
This Sketch and Legal 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 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: _____ FOR THE FIRM
JOSE M. RIVES Jr.
PROFESSIONAL SURVEYOR AND MAPPER No. LS6685
STATE OF FLORIDA

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.

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ENGINEERS - PLANNERS - SURVEYORS
5723 NW 158th STREET
MIAMI LAKES, FL 33014
PH. (305) 823-0316

JOB No. 170051
DATE: 06-23-17
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
MDCPS NEW DORAL K - 8 CENTER
8905 NW 114th AVENUE, DORAL, FL 33178
FOLIO No.35-3007-029-0010
SECTION 7, TOWNSHIP 53 S, RANGE 40 E