

Office of Facilities Design & Construction
Raul F. Perez, Chief Facilities Design & Construction 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 REMODELING OF THE KITCHEN AREA AT NORLAND MIDDLE SCHOOL, LOCATED AT 1235 NW 192 TERRACE, MIAMI GARDENS

COMMITTEE: FACILITIES AND CONSTRUCTION

LINK TO STRATEGIC PLAN: EFFECTIVE & SUSTAINABLE OPERATIONAL PRACTICES

The District is in the process of completely remodeling the kitchen area at Norland Middle School (“School”), located at 1235 NW 192 Terrace, Miami Gardens. Work will include the installation of a new grease trap.

The School is located within a wellfield protection area and, as a matter of course, a covenant (“Covenant”) running with the land in favor of Miami-Dade County (“County”) is required. The Covenant merely ensures that development at the site complies 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 property.

The proposed Covenant has been reviewed by the School Board Office of the General Counsel 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 in its final form is attached hereto.

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 remodeling of the kitchen area at Norland Middle School, located at 1235 NW 192 Terrace, Miami Gardens.

Prepared by:

Name _____

Title _____

Address _____

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

The undersigned, _____; being the present owner(s) of the following described real property (hereinafter called "the Property"):

Located at _____ 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.

(Signature of Notary Public)

(typed, printed, or stamped name of Notary Public)

(Affix Florida Notary Seal above)

IN WITNESS WHEREOF, the BOARD has caused this Covenant to be executed by their respective and duly authorized officers the day and year first written above.

WITNESSES AS TO BOARD:

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

Sign Name: _____
Print Name: _____

By: _____
Ms. Mari Tere Rojas
Chair
Date: _____

Sign Name: _____
Print Name: _____

**TO THE BOARD: APPROVED AS
TO RISK MANAGEMENT ISSUES:**
Office of Risk and Benefits Management

By: _____
Dr. Jose L. Dotres
Superintendent of Schools
Date: _____

Risk and Benefits Officer
Date: _____

RECOMMENDED:

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

Raul F. Perez
Chief Facilities Design & Construction
Officer
Date: _____

Treasurer
Date: _____

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

School Board General Counsel
Date: _____

LEGAL DESCRIPTION

The East 851 feet of the North 768 feet of the South 1290 feet of the NW 1/4 of Section 2, Township 52 South, Range 41 East, lying and being in Dade County, Florida; LESS AND EXCEPTING THEREFROM the following dedications:

1. The North 25 feet and the South 25 feet of a parcel of land legally described as follows:
The East 851 feet of the North 768 feet of the South 1290 feet of the NW 1/4 of Section 2, Township 52 South, Range 41 East in Dade County, Florida, as per Right of Way Deed to Dade County, dated May 21st, 1958, filed August 4th, 1960, in Official Records Book 2194 at Page 505 of the Public Records of Dade County, Florida.
2. BEGIN at the SE corner of NW 1/4 of Section 2, Township 52 South, Range 41 East; thence run North, along the East line of the NW 1/4 of Section 2, Township 52 South, Range 41 East, a distance of 547.0 feet to a point; thence run West, parallel to the South line of the NW 1/4 of said Section 2, Township 52 South, Range 41 East, a distance of 851.0 feet to the POINT OF BEGINNING of tract of land herein described; thence run East, parallel to the South line of the N.W. 1/4 of said Section 2, Township 52 South, Range 41 East, a distance of 25.0 feet to a point; thence run North, parallel to the East line of the NW 1/4 of said Section 2, Township 52 South, Range 41 East, a distance of 180.64 feet to a point of Curve; thence run Northwesterly along a circular curve to the left, having a radius of 75.0 feet, and a central angle of 48° 11' 23", an arc distance of 63.08 feet to an intersection with the West line of the East 851.0 feet of the NW 1/4 of said Section 2, Township 52 South, Range 41 East; thence run South, parallel to the East line of the NW 1/4 of said Section 2, Township 52 South, Range 41 East, a distance of 236.66 feet to the POINT OF BEGINNING, as per Right of Way Deed to Dade County, dated October 14, 1959, filed in Official Records Book 1751 at Page 27 of the Public Records of Dade County, Florida.
3. The East 35 feet of the West one-half (W1/2) of Section 2, Township 52 South, Range 41 East, situate, lying and being in Dade County, Florida, as per Indenture in favor of Dade County, dated February 16th, 1955, filed February 21st, 1955, under Clerk's File No. EE 27278 in the Public Records of Dade County, Florida.
4. That part of the NW 1/4 of Section 2, Township 52 South, Range 41 East, Dade County, Florida, which lies within the external area formed by a 25.00 foot radius arc concave to the Southwest, tangent to the North line of the South 1265.00 feet of the NW 1/4 of said Section 2, and tangent to a line that is parallel with and 35.00 feet West of the East line of the NW 1/4 of said Section 2;

AND

That part of the NW 1/4 of said Section 2 which lies within the external area formed by a 25.00 foot radius arc concave to the Northwest, tangent to a line that is parallel with and 35.00 feet West of the East line of the NW 1/4 of said Section 2, and tangent to the South line of the North 718.00 feet of the South 1265.00 feet of the NW 1/4 of said Section 2;

AND

That part of the NW 1/4 of said Section 2 which lies within the external area formed by a 25.00 foot radius arc concave to the Northeast, tangent to the South line of the North 718.00 feet of the South 1265.00 feet of the NW 1/4 of said Section 2, and tangent to the West line of the East 826.00 feet of the NW 1/4 of said Section 2.