


Prepared by:   
Sign \_\_\_\_\_  
Print Richard H. Burgess, P.E.  
Address 6401 SW 87<sup>th</sup> Avenue  
Suite 200, Miami, FL 33171

COVENANT RUNNING WITH THE LAND OF CITY OF DORAL PUBLIC WORKS DEPARTMENT IN FAVOR OF THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, CONCERNING THE PROTECTION AND MAINTENANCE OF STORMWATER MANAGEMENT SYSTEM LOCATED AT NW 102<sup>nd</sup> AVENUE, FROM NW 66<sup>th</sup> STREET TO NW 74<sup>th</sup> STREET, DORAL, MIAMI-DADE COUNTY, FLORIDA.

The undersigned owner(s) of a parcel of real property, legally described as set forth in Exhibit "A", attached hereto and incorporated herein by reference, located at NW 102<sup>nd</sup> Avenue, from NW 66<sup>th</sup> Street to NW 74<sup>th</sup> Street, Doral, Miami-Dade County, Florida, and further identified for ad valorem tax purposes by all or part of folio number(s) N/A (Roadway ROW) (hereinafter referred to as the "Property").

The undersigned owner(s) has submitted and the Miami-Dade County Department of Regulatory and Economic Resources Division of Environmental Resources Management (RER-DERM) or its successors or assigns department has reviewed and approved: the site plan, stormwater management plan, and the maintenance plan for the control of impediments to the function of the stormwater management system.

The undersigned owner, in order to guarantee the permanency of all features depicted in the approved site plan, does hereby create(s) a covenant (the "Covenant") on behalf of the undersigned owner(s) and his/their heirs, successors, assigns and grantees (hereafter collectively referred to as the "Undersigned"), running with the land, to and in favor of the Board of County Commissioners of Miami-Dade County, Florida (hereafter referred to as the "Board"), their successors and assigns, with respect to the Property, as follows:

1. The Undersigned covenant(s) and represent(s) that the Undersigned owner(s) is/are the owner(s) in fee simple of the Property and that no other person or other legal entity has any fee interest in the Property.
2. The Undersigned agree(s) and covenant(s) that, if applicable, it shall form a Florida non-profit Homeowners Association to which all third party purchasers of any part of the Property shall be members, which Homeowners Association (the "Association") shall be obligated to maintain the stormwater management system at the sole cost and expense of the Association. The Undersigned agree(s) and covenant(s) that, if applicable, it shall form the Association upon the earlier of twelve (12) months from the date hereof or before the issuance of the first building permit.
3. This Covenant shall remain in effect unless and until an Improvement District is created to maintain and operate the stormwater management system as it relates to the Property. At the time that the Improvement District is created, the Miami-Dade Public Works Department or its successor

department shall assume financial responsibility for the stormwater management system, at which time, this Covenant may be released by the County.

4. The Undersigned agree(s) and covenant(s) that, prior to entering into a landlord-tenant relationship with respect to granting an easement upon, encumbering or selling the stormwater management area or any portion thereof, the undersigned shall notify, in writing, all proposed tenants, easement holders, mortgagees or purchasers of the existence and contents of this Covenant, and shall provide the RER-DERM with copies of all such written notifications. Failure of the current Property owner(s) to provide such written notice to all successors, heirs, assigns and grantees shall not, however, affect the validity of this Covenant or the ability of the RER-DERM to enforce this Covenant against any successors, heirs, assigns and grantees.
5. The Undersigned has attached hereto as Exhibit "B", the site plan titled, "NW 102<sup>nd</sup> Avenue Improvements", and Exhibit "C" the stormwater management and maintenance plan. The Undersigned agree(s) and covenant(s) that any and all portion(s) of the Property designated as the stormwater management system, including all open, pervious, impervious and lake areas, as well as structural components of the conveyance system shall be maintained:
  - A) in the condition depicted on the approved plans;
  - B) free of silt, debris, solid waste or fill,
  - C) free of noxious vegetation; and
  - D) in accordance with the maintenance schedule and control techniques approved by the RER-DERM for the control of noxious vegetation, as applicable.

The Undersigned agree(s) and covenant(s) that the same shall not be used for the placement or storage of any materials. The stormwater management area shall not be altered in size or shape without the approval of the RER-DERM.

6. The Undersigned agree(s) and covenant(s) to prevent any clearing or removal of native plants not defined as noxious vegetation pursuant to Section 24-5 of the Code of Miami-Dade County, Florida, and plants required to be planted by Miami-Dade County in the stormwater management area(s), except as required to maintain the stormwater management area(s) in a functional condition, in accordance with the approved management plan(s).
7. The Undersigned agree(s) and covenant(s) to prevent and prohibit adverse impacts to the stormwater management system. In the event RER-DERM determines that the stormwater management system is being adversely impacted, then RER-DERM may require the installation of protective barriers around the impacted portions of the stormwater management system.
8. The Undersigned agree(s) and covenant(s) that the RER-DERM shall have the right to inspect the Property at reasonable times to determine whether the Property is being used and maintained in the manner consistent with this Covenant. Should RER-DERM determine, after such an inspection, that curative action is required in order to achieve compliance with this Covenant, the RER-DERM shall notify the current Property owner(s) in writing by certified mail, return receipt requested, of the particular curative action is required in order to achieve compliance with this Covenant, the RER-DERM shall notify the current Property owner(s) in writing by certified mail, return receipt requested, of the particular curative action to be taken and the reasons therefor. The owner(s) shall take such curative action within a reasonable time, provided, however, that the owner(s) shall have the right to appeal RER-DERM's actions or decisions to the Miami-Dade County Environmental Quality Control Board in accordance with the provisions of Section 24-6 of the Code of Miami-Dade County. The owner(s) shall be entitled to seek judicial review of any decisions of the Miami-Dade County Environmental Quality Control Board in accordance with the Florida Rules of Appellate Procedure.

9. Upon agreement by Miami-Dade County, this instrument may be modified, amended or released for any portion of the Property by a written instrument executed by the fee simple owner(s) of the Property, or any portion thereof, that would be affected by such modification, amendment or release. The director of RER-DERM shall have the authority to approve modifications or amendments to the site plans required under this instrument and require same to be recorded in the Public Records of Miami-Dade County. No other provisions of this Covenant shall be subject to cancellation, revision, alteration or amendment without the consent of the Board.
10. This instrument shall constitute a covenant running with the land binding upon the Undersigned and his/their heirs, successors, assigns and grantees upon the recording of the same in the Public Records of Miami-Dade County, Florida. The conditions contained herein shall apply to all present and future owners of any portion of the Property. This Covenant shall remain in full force and effect and shall be binding upon the Undersigned and his/their heirs, successors, assigns and grantees for an initial period of thirty (30) years from the date that this instrument is recorded in the Public Records of Miami-Dade County, Florida, and shall be automatically extended for successive periods of ten (10) years thereafter unless released prior to the expiration thereof as set forth in Paragraph 9 above.
11. The Undersigned agree(s) and covenant(s) that this Covenant and the provisions contained herein may be enforced by the Director of the RER-DERM or its successor agency by preliminary and permanent, prohibitory and mandatory injunctions as well as otherwise provided for by law or ordinance.
12. After this Covenant is accepted by the RER-DERM, the Covenant, together with a certified copy of the Board's resolution authorizing the RER-DERM to accept covenants in substantially the form of this Covenant, shall be promptly filed with the Clerk of Court for recording in the official records of Miami-Dade County.
13. Invalidations of any one of the covenants herein, to the extent it is not material, shall in no way affect any of the other provisions of this Covenant which shall remain in full force and effect.

IN WITNESS WHEREOF, the Undersigned, being the owner(s) of the Property, agree(s) to the terms of this Covenant, hereby create same as a covenant running with the land, and set their hands and seal unto this Covenant this 21<sup>st</sup> day of November, 2019

Witnesses:

Property Owner(s): City of Doral

A Municipality of the State of Florida

Sign [Signature]  
Print Vilmar Villafane  
Address 8401 NW 53<sup>rd</sup> Ter  
Doral FL 33166

Sign [Signature]  
Albert P. Childress  
City Manager, City of Doral

Witnesses:

Attest:

Sign [Signature]  
Print Mari Gallet  
Address 8401 NW 53<sup>rd</sup> Ter.  
Doral, FL 33166

Sign [Signature]  
Connie Diaz, MMC  
City Clerk, City of Doral

Approved as to form and Legal Sufficiency for the use and reliance of the City of Doral Only:

[Signature]

Luis Figueredo, Esq.  
City Attorney

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of November 2019 by Albert P. Childress, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.



NOTARY PUBLIC

Sign [Signature]  
Print Vilmar Villafane

State of Florida at Large (seal)

My Commission Expires: 7/8/2020

Accepted by the Miami-Dade County Mayor or designee, on behalf of the Board of County Commissioners of Miami-Dade County, Florida

Sign  Date 11/27/19

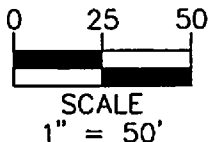
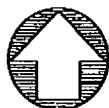
Print Naica D. Mohri  
By: County Mayor or designee

**Exhibit "A"**

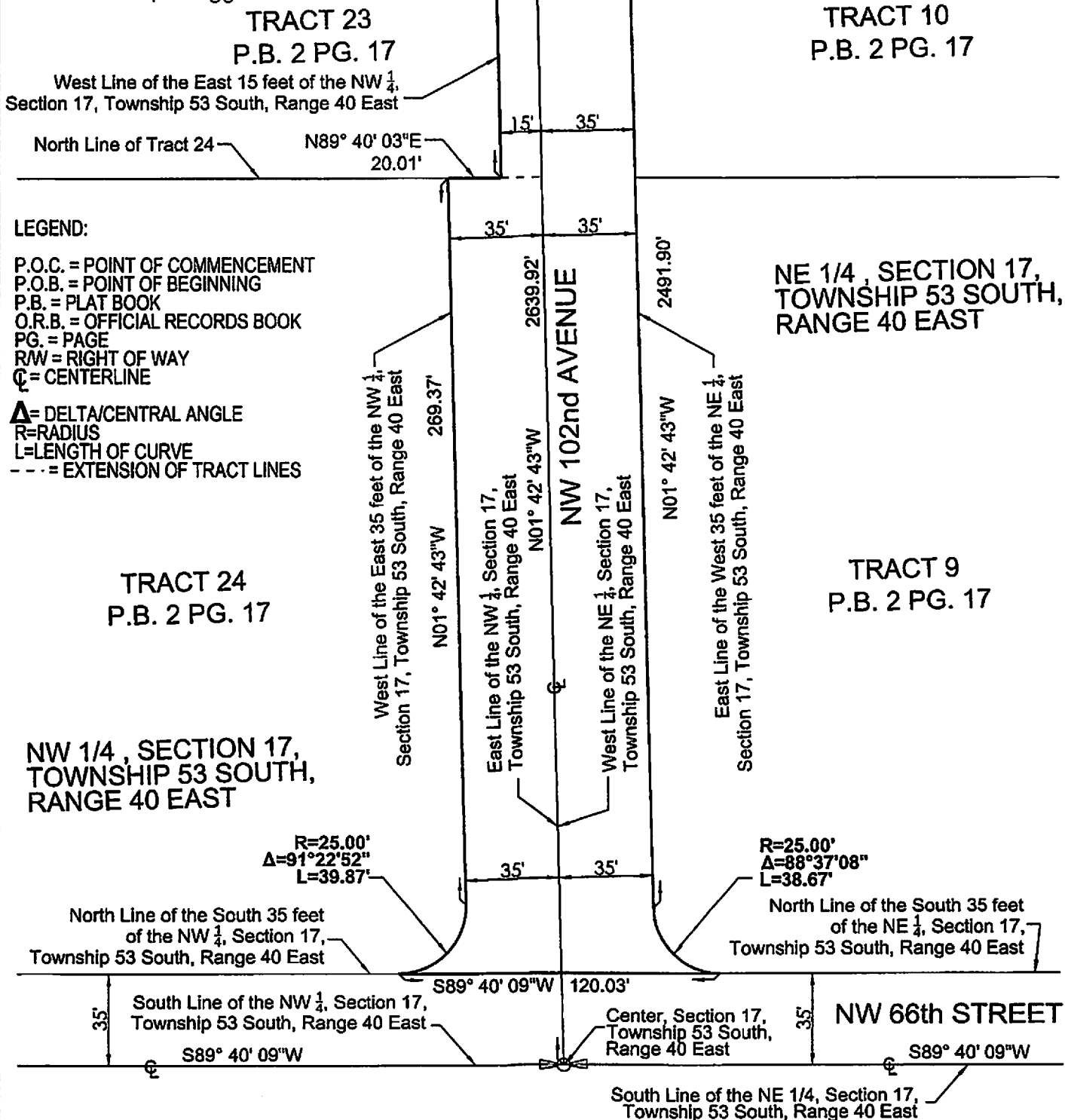
**Sketch and Legal Description of NW 102<sup>nd</sup> Ave Improvements**

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

## N.W. 102ND AVENUE



MATCH LINE "A"  
(SEE SHEET 2 OF 10)



**LEGEND:**

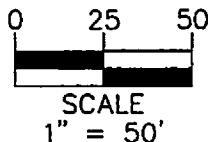
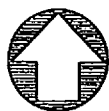
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- P.B. = PLAT BOOK
- O.R.B. = OFFICIAL RECORDS BOOK
- PG. = PAGE
- R/W = RIGHT OF WAY
- ⊕ = CENTERLINE
- Δ = DELTA/CENTRAL ANGLE
- R = RADIUS
- L = LENGTH OF CURVE
- - - = EXTENSION OF TRACT LINES

NOTICE: This document is not valid, full and complete without all pages.

**LONGITUDE SURVEYORS**

7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 \* PHONE:(305)463-0912 \* FAX:(305)513-5680 \* WWW.LONGITUDESURVEYORS.COM  
JOB No. 19089.0.00 PAGE 1 OF 10

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION N.W. 102ND AVENUE



MATCH LINE "B"  
(SEE SHEET 3 OF 10)

TRACT 22  
P.B. 2 PG. 17

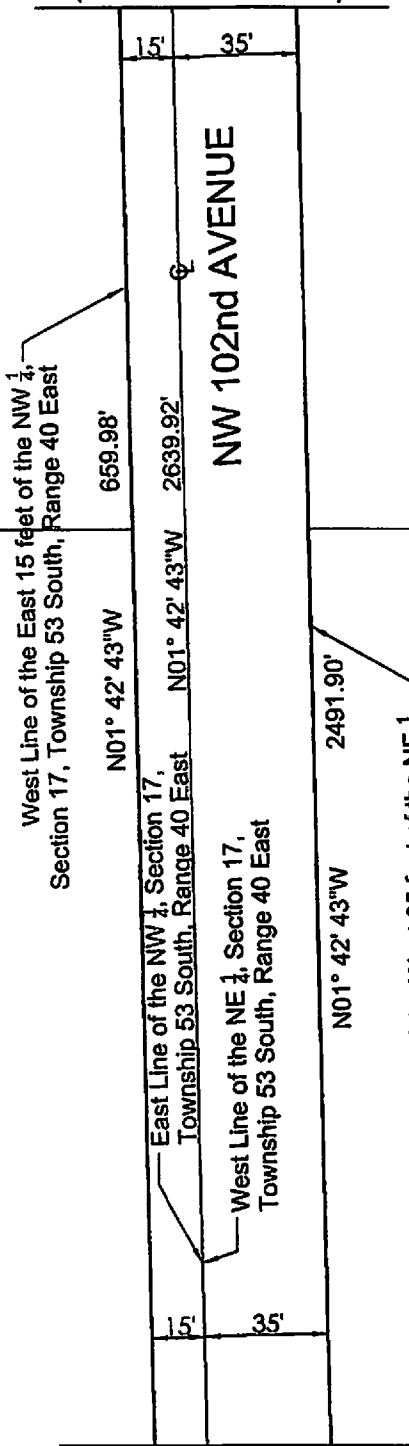
TRACT 11  
P.B. 2 PG. 17

NW 1/4, SECTION 17,  
TOWNSHIP 53 SOUTH,  
RANGE 40 EAST

NE 1/4, SECTION 17,  
TOWNSHIP 53 SOUTH,  
RANGE 40 EAST

TRACT 23  
P.B. 2 PG. 17

TRACT 10  
P.B. 2 PG. 17



**LEGEND:**

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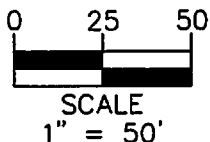
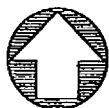
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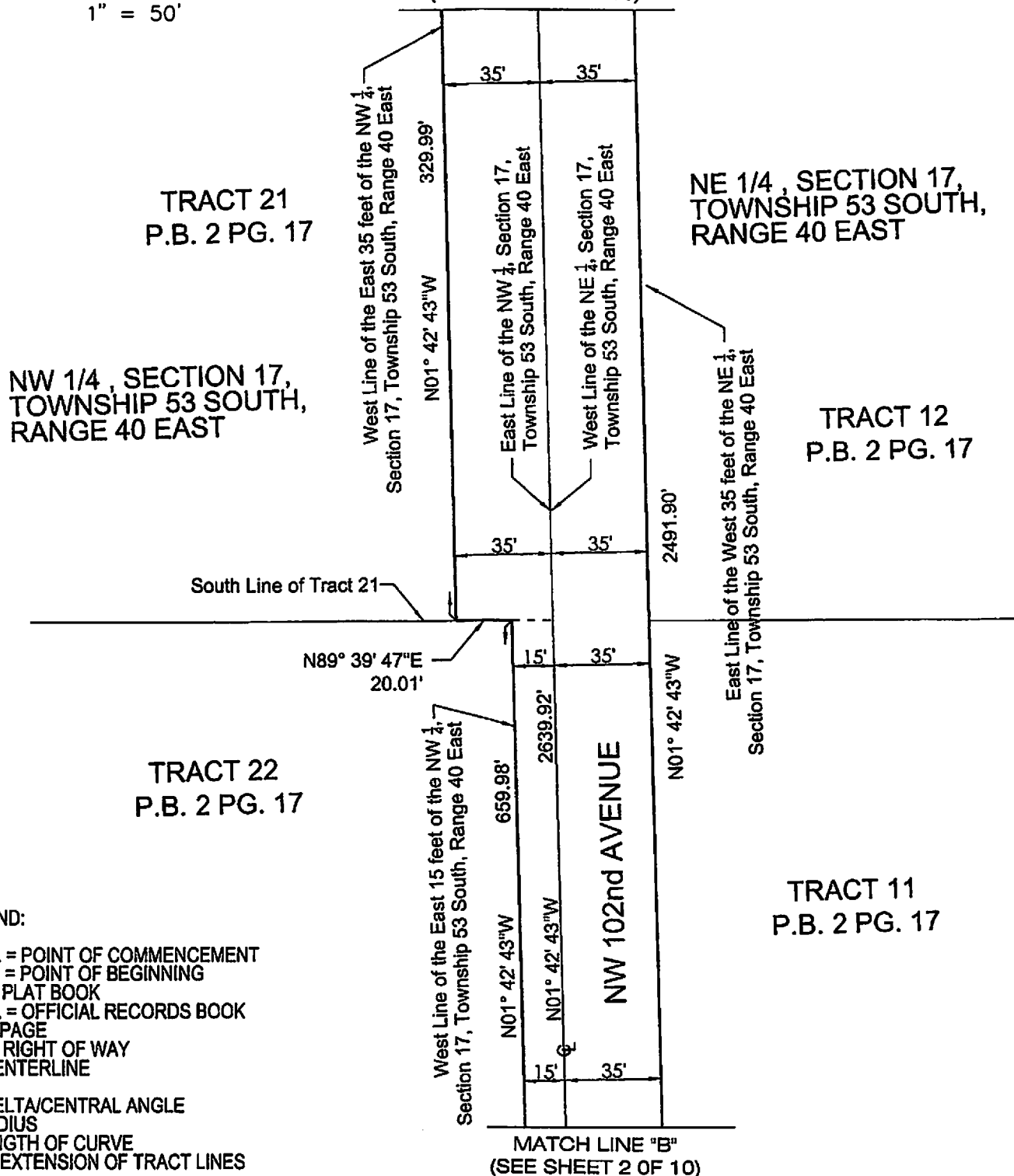
7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 • PHONE:(305)463-0912 • FAX:(305)513-5680 • WWW.LONGITUDESURVEYORS.COM  
JOB No. 19089.0.00 PAGE 2 OF 10



# SKETCH TO ACCOMPANY LEGAL DESCRIPTION N.W. 102ND AVENUE



MATCH LINE "C"  
(SEE SHEET 4 OF 10)



**LEGEND:**

- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- P.B. = PLAT BOOK
- O.R.B. = OFFICIAL RECORDS BOOK
- PG. = PAGE
- R/W = RIGHT OF WAY
- Ⓞ = CENTERLINE

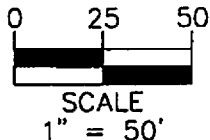
- Δ = DELTA/CENTRAL ANGLE
- R = RADIUS
- L = LENGTH OF CURVE
- - - = EXTENSION OF TRACT LINES

NOTICE: This document is not valid, full and complete without all pages.





## SKETCH TO ACCOMPANY LEGAL DESCRIPTION N.W. 102ND AVENUE



MATCH LINE "E"  
(SEE SHEET 6 OF 10)

TRACT 18  
P.B. 2 PG. 17

TRACT 15  
P.B. 2 PG. 17

NW 1/4, SECTION 17,  
TOWNSHIP 53 SOUTH,  
RANGE 40 EAST

NE 1/4, SECTION 17,  
TOWNSHIP 53 SOUTH,  
RANGE 40 EAST

TRACT 19  
P.B. 2 PG. 17

TRACT 14  
P.B. 2 PG. 17

**LEGEND:**

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- R = RADIUS
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- = EXTENSION OF TRACT LINES

West Line of the East 35 feet of the NW 1/4,  
Section 17, Township 53 South, Range 40 East

659.98'

N01° 42' 43"W

East Line of the NW 1/4, Section 17,  
Township 53 South, Range 40 East

2639.92'

N01° 42' 43"W

NW 102nd AVENUE

West Line of the NE 1/4, Section 17,  
Township 53 South, Range 40 East

N01° 42' 43"W

2491.90'

East Line of the West 35 feet of the NE 1/4,  
Section 17, Township 53 South, Range 40 East

South Line of Tract 19

TRACT 20  
P.B. 2 PG. 17

TRACT 13  
P.B. 2 PG. 17

West Line of the East 15 feet of the NW 1/4,  
Section 17, Township 53 South, Range 40 East  
N01° 42' 43"W 329.99'

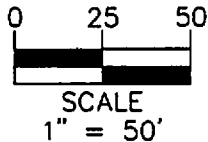
N89° 39' 41"E  
20.01'

MATCH LINE "D"  
(SEE SHEET 4 OF 10)

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## SKETCH TO ACCOMPANY LEGAL DESCRIPTION N.W. 102ND AVENUE



West Line of the East 45 feet of the NW 1/4,  
Section 17, Township 53 South, Range 40 East

**TRACT 17**  
P.B. 2 PG. 17

MATCH LINE "F"  
(SEE SHEET 7 OF 10)

**TRACT 16**  
P.B. 2, PG. 17

North Line of Tract 18

N89° 39' 30"E  
10.00'

NW 1/4, SECTION 17,  
TOWNSHIP 53 SOUTH,  
RANGE 40 EAST

**TRACT 18**  
P.B. 2 PG. 17

**NW 102nd AVENUE**

NE 1/4, SECTION 17,  
TOWNSHIP 53 SOUTH,  
RANGE 40 EAST

**TRACT 15**  
P.B. 2 PG. 17

West Line of the East 35 feet of the NW 1/4,  
Section 17, Township 53 South, Range 40 East

N01° 42' 43"W 659.98'

East Line of the NW 1/4, Section 17,  
Township 53 South, Range 40 East

N01° 42' 43"W 2639.92'

West Line of the NE 1/4, Section 17,  
Township 53 South, Range 40 East

N01° 42' 43"W 2491.90'

East Line of the West 35 feet of the NE 1/4,  
Section 17, Township 53 South, Range 40 East

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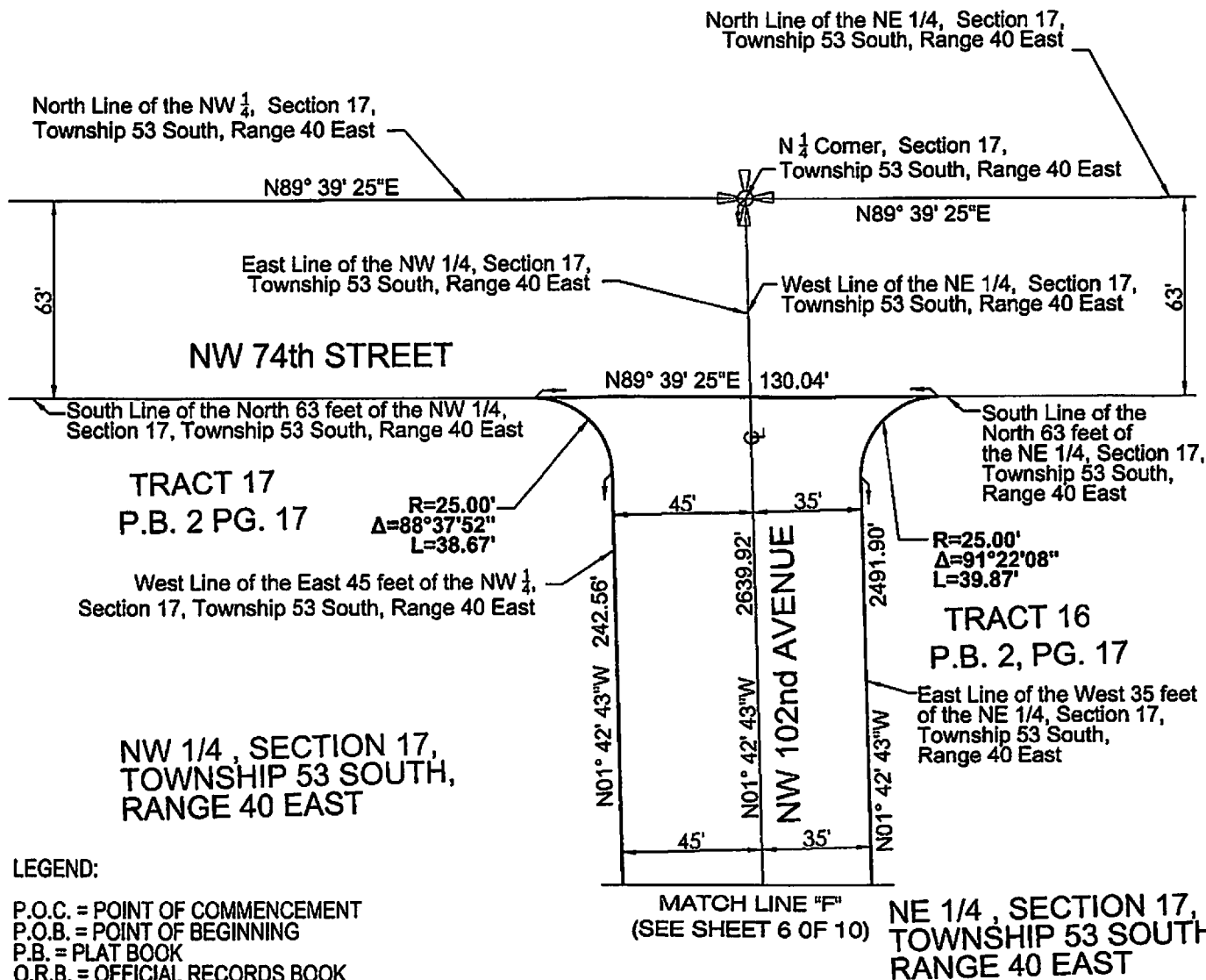
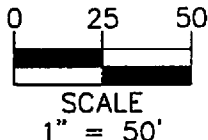
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MATCH LINE "E"  
(SEE SHEET 5 OF 10)



# SKETCH TO ACCOMPANY LEGAL DESCRIPTION N.W. 102ND AVENUE



**LEGEND:**

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- R = RADIUS
- L = LENGTH OF CURVE
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## SKETCH TO ACCOMPANY LEGAL DESCRIPTION N.W. 102ND AVENUE

### LEGAL DESCRIPTION:

A parcel of land being a portion of the Northeast One-Quarter (N.E. 1/4) and the Northwest One-Quarter (N.W. 1/4), Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida, which includes portions of (if any) Tracts 9 through 24, inclusive, of said Section 17 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 said County; said land being particularly described as follows:

The West 35 feet of said NE 1/4, less the North 63 feet thereof, and less the South 35 feet thereof.

### TOGETHER WITH:

The external area of a circular curve, concave to the Northeast, having a radius of 25.00 feet, being tangent to the North Line of the South 35 feet of said NE 1/4, and tangent to East Line of the West 35 feet of said NE 1/4.

### TOGETHER WITH:

The external area of a circular curve, concave to the Southeast, having a radius of 25.00 feet, being tangent to the South Line of the North 63 feet of said NE 1/4, and tangent to East Line of the West 35 feet of said NE 1/4.

### TOGETHER WITH:

The East 45 feet of said NW 1/4, less the North 63 feet thereof, and less all of that portion lying South of the North Line of said Tract 18 and its Easterly Extension.

### TOGETHER WITH:

The external area of a circular curve, concave to the Southwest, having a radius of 25.00 feet, being tangent to the South Line of the North 63 feet of said NW 1/4, and tangent to West Line of the East 45 feet of said NW 1/4.

### TOGETHER WITH:

The East 35 feet of said NW 1/4, less all of that portion lying North of the North Line of said Tract 18 and its Easterly Extension, and less all of that portion lying South of the South Line of said Tract 19 and its Easterly Extension.

### TOGETHER WITH:

The East 15 feet of said NW 1/4, less all of that portion lying North of the South Line of said Tract 19 and its Easterly Extension, and less all of that portion lying South of the North Line of said Tract 21 and its Easterly Extension.

(CONTINUED ON SHEET 9 OF 10)

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**LONGITUDE** SURVEYORS

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**SKETCH TO ACCOMPANY LEGAL DESCRIPTION  
N.W. 102ND AVENUE**

(CONTINUED FROM SHEET 8 OF 10)

**TOGETHER WITH:**

The East 35 feet of said NW 1/4, less all of that portion lying North of the North Line of said Tract 21 and its Easterly Extension, and less all of that portion lying South of the South Line of said Tract 21 and its Easterly Extension.

**TOGETHER WITH:**

The East 15 feet of said NW 1/4, less all of that portion lying North of the South Line of said Tract 21 and its Easterly Extension, and less all of that portion lying South of the North Line of said Tract 24 and its Easterly Extension.

**TOGETHER WITH:**

The East 35 feet of said NW 1/4, less the South 35 feet thereof, and less all of that portion lying North of the North Line of said Tract 24 and its Easterly Extension.

**TOGETHER WITH:**

The external area of a circular curve, concave to the Northwest, having a radius of 25.00 feet, being tangent to the North Line of the South 35 feet of said NW 1/4, and tangent to West Line of the East 35 feet of said NW 1/4.

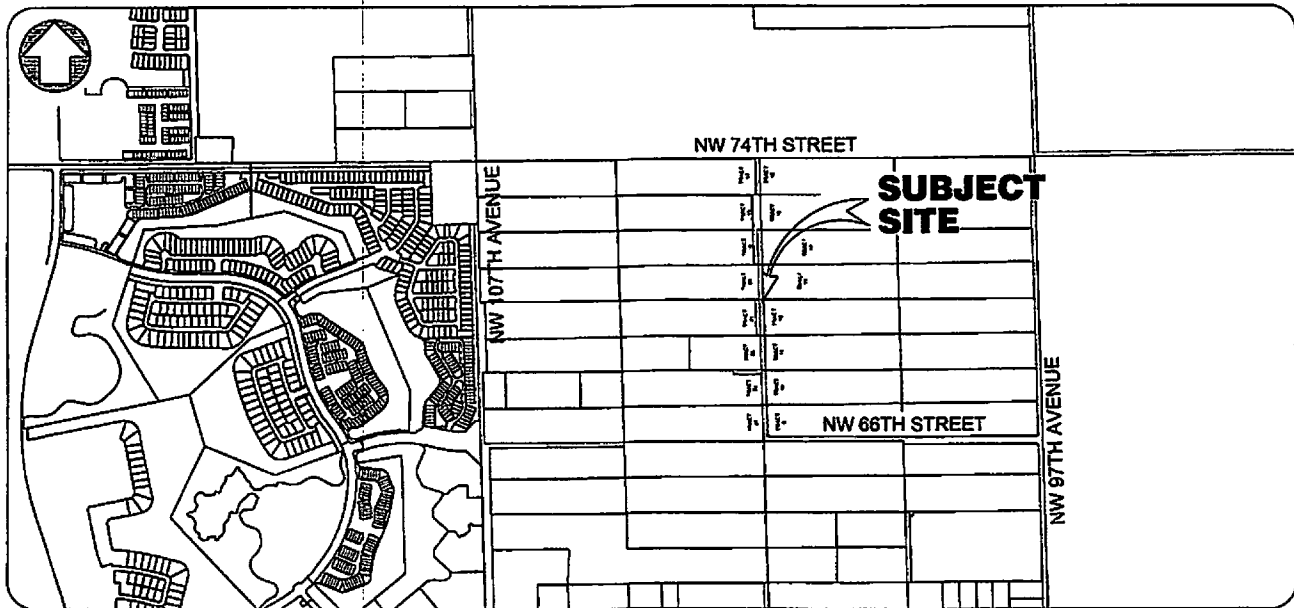
Containing 3.7039 acres, more or less, by calculations.

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JOB No. 19089.0.00 PAGE 9 OF 10

## SKETCH TO ACCOMPANY LEGAL DESCRIPTION N.W. 102ND AVENUE



**LOCATION MAP**  
(NOT TO SCALE)

**PERTINENT INFORMATION USED FOR THE PREPARATION OF THIS DOCUMENT:**

The Legal Description of the Subject Parcel was generated from the following documents:

1. Plat of "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No. 1" as recorded in Plat Book 2, Page 17, Miami-Dade County Public Records.
2. Digital CAD file prepared by Longitude Surveyors, LLC for their Survey Project with Job No. 16033.0.04

Bearings shown hereon are based upon the West Line of the NE 1/4, Section 17, Township 53 S., Range 40 E., with an assumed bearing of N 01°42'43" W, said line to be considered a well established and monumented line.

**EASEMENTS AND ENCUMBRANCES:**

No information was provided as to the existence of any easements other than what appears on the underlying Plats and Deeds of record. Please refer to the Restrictions item with respect to possible restrictions of record and utility services.

**RESTRICTIONS:**

Since no other information was furnished other than what is cited above, the Client is hereby advised that there may be legal restrictions on the subject property that are not shown on this Sketch or contained within this report that may be found in the Public Records of Miami-Dade County, Florida or any other public and private entities as their jurisdictions may appear. This document does not represent a field boundary survey of the described property, or any part or parcel thereof.

**SURVEYOR'S CERTIFICATE:**

I hereby certify: That this "Sketch to Accompany Legal Description" was prepared under my direction and is true and correct to the best of my knowledge and belief and further, that said "Sketch to Accompany Legal Description" meets the intent of the applicable provisions of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rule 5J-17.051 through 5J-17.052 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

LONGITUDE SURVEYORS LLC., a Florida Limited Liability Company  
Florida Certificate of Authorization Number LB7335

By: Eduardo M Suarez 2019.03.25 17:46:32 -04'00'

Eduardo M. Suarez, PSM  
Registered Surveyor and Mapper LSG313  
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 by other than the signing party are prohibited without the written consent of the signing party.

NOTICE: This document is not valid, full and complete without all pages.

**LONGITUDE SURVEYORS**

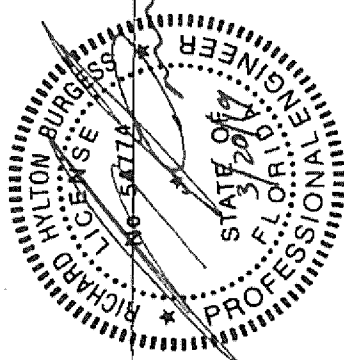
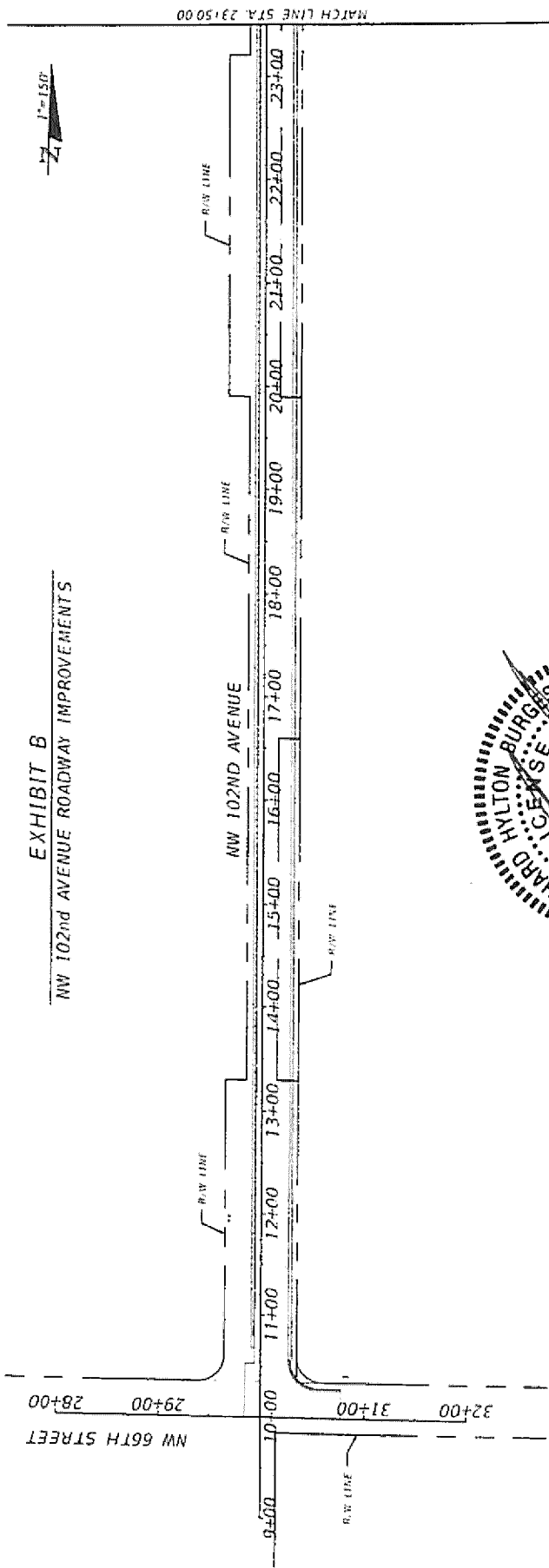
7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 \* PHONE:(305)463-0912 \* FAX:(305)513-5680 \* WWW.LONGITUDESURVEYORS.COM  
JOB No. 19089.0.00 PAGE 10 OF 10



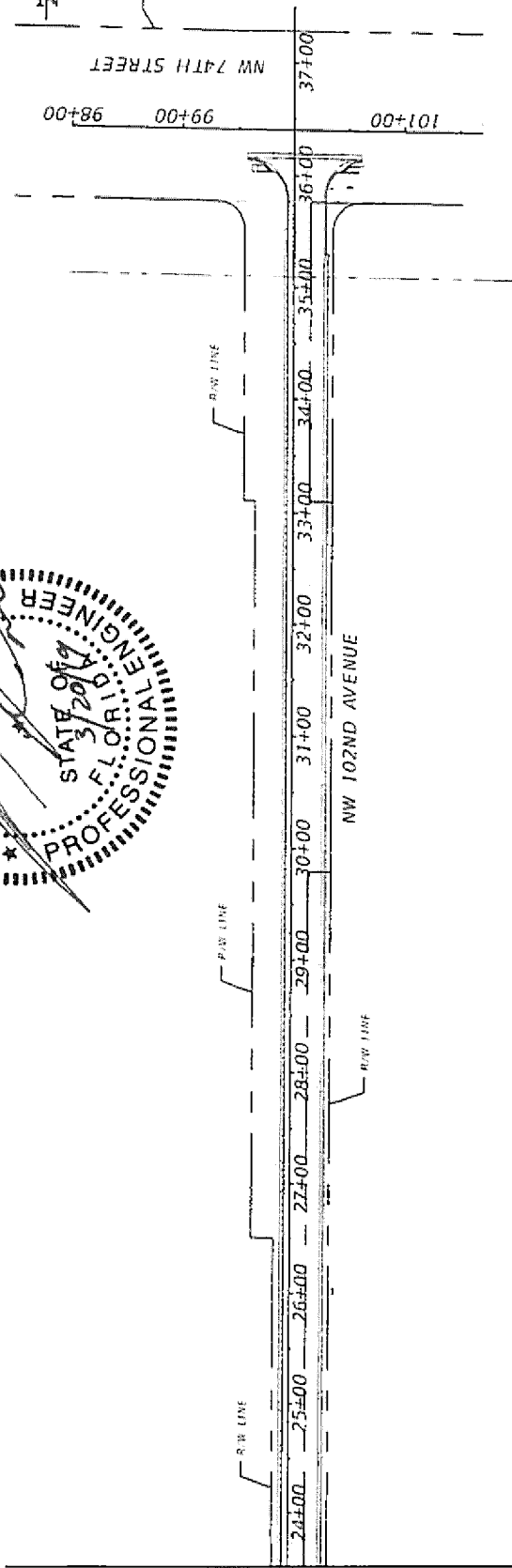
### EXHIBIT B NW 102nd Avenue Roadway Improvements



MATCH LINE STA 23+50.00



MATCH LINE STA 23+50.00  
NW 74TH STREET  
98+00 99+00 101+00 37+00



RIGHT OF WAY IMPROVEMENT  
AREA 3.83 AC

TOTAL FLOODPLAIN ENCROACHMENT = 118.475 CF



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 Phone: (305) 670-2350  
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 Certificate of Authorization No. 71184

## Exhibit C

File #: CF-723

File Name: N W 102nd Avenue

**Stormwater Management and Maintenance Plan**  
**Exhibit C to Stormwater Covenant**  
**NW 102<sup>nd</sup> Avenue, from NW 66<sup>th</sup> Street to NW 74<sup>th</sup> Street**

This Maintenance Plan is to be performed on a quarterly basis, in perpetuity (unless legally released), regardless of ownership, and is important to ensure proper functioning of the stormwater management system, the purpose of which is to provide flood protection for the proposed development referenced in Exhibit "B". Deviation from this plan requires prior approval from Miami-Dade RER/DERM or its successor or assigns department.

Maintenance Activities include the following activities:

- Maintenance of the configuration, slopes and elevation as detailed on the site plan approved under CF-723
- Removal of any silt, debris, solid waste and/or fill illegally placed in the Stormwater Management Area.
- Maintaining the Stormwater Management Area free of noxious and/or exotic vegetation with the exotic removal to be completed by a licensed herbicide applicator registered in the State of Florida.
- Maintenance of the Stormwater Management Area will be in accordance with the approved schedule referenced above and control techniques approved by RER/DERM or its successor or assigns department for the control of noxious/or exotic vegetation, as applicable.
- Maintenance of native plant communities.

The property owner hereby covenants to allow Miami-Dade RER/DERM access to the site at reasonable times to ensure compliance with the covenant. In the event RER/DERM or its successor or assigns department determines that modifications are required to ensure property operation of the stormwater maintenance area, the property owner will make said revisions within a set timeframe. Said decision can be presented for appeal at the RER/DERM's EQCB (Environmental Quality Control Board).

By reference in this document, the property owner agrees to comply with any and all conditions listed in the stormwater covenant.