Memorandum

MIAMI-DADE COUNTY

Date: February 2, 2010

To: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Agenda Item No. 8(D)(1)(B)

Subject: Resolution Authorizing an Amendment to a Covenant Running With the Land in Favor of Miami-Dade County, Florida, Relating to the Preservation of Specimen Tree Resources Located at 8150 Southwest 52nd Avenue, Miami-Dade County, Florida

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Recommendation
It is recommended that the Board of County Commissioners approve the attached resolution authorizing the amendment to a covenant running with the land in favor of Miami-Dade County, Florida, relating to the preservation of specimen tree resources located at 8150 Southwest 52nd Avenue, Miami-Dade County, Florida.

Scope
This covenant is related to property located in Commission District 7.

Fiscal Impact/Funding Source
N/A

Track Record/Monitor
The Director of the Department of Environmental Resources Management will monitor this covenant.

Background
On March 8, 2001, the Board of County Commissioners passed Resolution No. R-192-01 approving two form covenants for use with Section 24-49 of the Code of Miami-Dade County, Florida, relating to tree preservation and protection. One of the approved form covenants is used for the protection of specimen tree resources. The approved form covenants cannot be cancelled, revised, altered, or amended without prior approval by resolution of the Board of County Commissioners.

On September 28, 2003, Ernesto and Ana Maria De La Fe executed a covenant running with the land in favor of Miami-Dade County, Florida, to protect twelve specimen trees on the property located at 8150 Southwest 52nd Avenue, Miami-Dade County, Florida. In April of 2008, Carlos and Maria Signoret purchased the property. In September of 2009, the new property owners submitted a health analysis, prepared by a Certified Arborist, that detailed the poor condition of two of the oak trees listed in the covenant. The new property owners requested to have the two unhealthy specimen oak trees removed from the covenant. County staff has verified the poor condition of the trees and has no objection to removing the two trees from the covenant. As a condition for removal of the oak trees, the property owners will be required to provide appropriate mitigation for lost canopy.

A copy of the original covenant is attached hereto as Attachment A and the proposed new covenant is attached hereto as Attachment B. Please note that both attachments reference an Exhibit C that is not included in this item. The map of tree locations was too large to include and will be available at the Committee and Commission meetings for this item.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: February 2, 2010

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(D)(1)(B)

Please note any items checked.

_____ "3-Day Rule" for committees applicable if raised

_____ 6 weeks required between first reading and public hearing

_____ 4 weeks notification to municipal officials required prior to public hearing

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

_____ No committee review

_____ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve

_____ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____Mayor

Veto _____

Override _____

Agenda Item No. 8(D)(1)(B)

2-2-10

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AN AMENDMENT TO A COVENANT RUNNING WITH THE LAND IN FAVOR OF MIAMI-DADE COUNTY, FLORIDA, RELATING TO THE PRESERVATION OF SPECIMEN TREE RESOURCES LOCATED AT 8150 SOUTHWEST 52ND AVENUE, MIAMI-DADE COUNTY, FLORIDA

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes the amendment of a covenant running with the land in Favor of Miami-Dade County, Florida, relating to the preservation of specimen tree resources located at 8150 Southwest 52nd Avenue, Miami-Dade County, Florida, in substantially the form attached hereto as Attachment B and made a part hereof.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of February, 2010. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. RAD

Robert A. Duvall

Attachment A

Original Covenant

CFN 2004R0011551 OR BK 21955 Pgs 2453 - 2473; (21pgs)
RECORDED 01/07/2004 09:40:21
HARVEY RUVIN, CLERK OF COURT, MIAMI-DADE COUNTY, FLORIDA

COVENANT RUNNING WITH THE LAND OF MR. & MRS. ERNESTO De la FE IN FAVOR OF MIAMI-DADE COUNTY, FLORIDA, CONCERNING THE PRESERVATION OF SPECIMEN TREE RESOURCES LOCATED AT 8150 S.W. 52 AVE., MIAMI-DADE COUNTY, FLORIDA

The undersigned, ERNESTO & ANA MARIA De la Fe, HIS WIFE being owner(s) of a parcel of real property legally described as set forth in Exhibit A, attached hereto and incorporated herein by reference, and located at 8150 S.W. 52 AVE, Miami-Dade County, Florida, and furthermore identified for ad valorem tax purposes by all or part of Folio Number(s) 30-4131-003-0110 (hereinafter referred to as the "property") hereby create(s) a covenant, on behalf of the undersigned owner(s), heirs, successors, assigns and grantees, running with the land to and in favor of Miami-Dade County, Florida (hereinafter referred to as the "County"), its successors and assigns, with respect to the Property, as follows:

The undersigned owner(s) covenant(s) to the following:

1. Those trees identified in Exhibit B and whose locations are designated in Exhibit C, that tree survey entitled, "WAIVER OF PLAT", prepared by MANUEL FELIPE & ASS, INC dated 04/03/03, and attached hereto and incorporated herein by reference, shall be preserved in their present locations. For purposes of this covenant, "preservation" shall mean the protection of trunk, branches, and root systems from damage that would result from activities including but not limited to top pruning, limb removal, root pruning, changing of soil grade beneath drip line, and deposition of building materials or fluids beneath the dripline of the tree(s) subject to this covenant.

STATE OF FLORIDA, COUNTY OF DADE
I hereby certify that the foregoing is a true and correct copy of the original Page(s) 2453 only, of Book 21955 on file in this office September 18 AD, 2009.
HARVEY RUVIN, Clerk, Circuit and County Courts

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2. With regard to those trees identified in Exhibit B, all Tree Protection requirements described in Section 24-60.5 of the Code of Miami-Dade County will be strictly adhered to during the development of the property.

3. That the undersigned owner(s) is/are the owner(s) in fee of the Property and that no other person or other legal entity of any kind whatsoever has any fee interest in the Property. The undersigned owner(s) covenant(s) and represent(s) that any security interest holder(s) in the Property has/have consented to the execution of this covenant running with the land.

4. At least Five (5) days prior to commencing any work within the dripline of any tree designated in Exhibit "B", the Department of Environmental Resources Management (DERM) shall be notified in writing of such intended work. Any work within the dripline needs prior written consent of DERM. Any and all specific requirements or conditions imposed by DERM with respect to said work and relating to preservation of said tree(s) shall be strictly adhered to.

5. After this Covenant is accepted by the County, the Covenant, together with a certified copy of the County's resolution accepting the Covenant, shall be promptly filed with the Clerk of Court for recording in the official records of Miami-Dade County.

6. All successors, heirs, assigns and grantees with respect to the Property shall be notified in writing of the tree protection and preservation stipulations contained herein and DERM shall receive copies of all such written notifications. The failure of the undersigned owner(s) to provide such written notice to all successors, heirs, assigns, and grantees shall not, however, affect the validity or enforceability of this covenant as to any such successors, heirs, assigns, and grantees.

7. No cancellation, revision, alteration or amendment of this covenant shall be effective without prior approval of the County by the resolution of the Board of County Commissioners.

8. This covenant shall run for the benefit of the citizens of Miami-Dade County, Florida and is subject to specific enforcement by Miami-Dade County, Florida by and through the Director of Environmental Resources Management. In the event that the provisions of this Restrictive Covenant are not complied with, an action at law or in equity may be commenced by Miami-Dade County, by and through the Director of the Department Environmental Resources Management.

9. The undersigned owner(s) shall notify DERM within one (1) month of any conveyance, sale, granting or transfer of the Property or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Property to any security interest holder.

IN WITNESS WHEROF, 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 18th day of September, 2003

INDIVIDUAL

WITNESSES:
sign _____
print JAIME A. FALS
sign Margarita Suarez
print MARGARITA SUAREZ

OWNER(S):
sign _____
print ERNESTO + ANA MARIA DE la FE
Address 8150 SW 52 AVE
MIAMI FLA 33143

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 18th day of September, 2003 by Ernesto A de la Fe and Ana Maria, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:
sign Marta Beaton
print Marta Beaton
State of Florida at Large (Seal)
My Commission Expires: _____

Marta Beaton
My Commission CC962912
Expires August 23, 2004

THIS INSTRUMENT PREPARED BY:

_____
DERM-ENVIRONMENTAL RESOURCES MANAGEMENT
33 S.W. 2ND AVENUE
MIAMI, FLORIDA 33130

8150 S.W. 52 Ave. Miami, Florida 33143
Folio number 30-4131-003-0110
Miami Dade County Waiver of Plat 21492

EXHIBIT A

LEGAL DESCRIPTION

The South 264.00 Feet of the East 330.00 Feet Less of Lot 2, Block 1, Less the East 5 Feet thereof of W. T. Hardees Subdivision, according to the Plat thereof, as recorded in Plat Book B, at Page 50 of the Public Records of Miami-Dade County, Florida

To Be Known As:

Parcel A:

The South 132.00 Feet of the South 264.00 Feet of the East 330.00 Feet Less the East 15.00 Feet for Road purposes of Lot 2, Block 1, of W. T. Hardees Subdivision, according to the Plat thereof, as recorded in Plat Book B, at Page 50, of the Public records of Miami-Dade County, Florida

Parcel B:

The North 132.00 Feet of the South 264.00 Feet of the East 330.00 Feet Less the East 15 Feet for Road purposes of Lot 2, Block 1, of W. T. Hardees Subdivision, according to the Plat thereof, as recorded in Plat Book B, at Page 50, of the Public records of Miami-Dade County, Florida

8150 S.W. 52 Ave. Miami, Florida 33143
Folio number 30-4131-003-0110
Miami Dade County Waiver of Plat 21492

EXHIBIT B

NUMBER	SPECIES	DIAMETER (FT.)
41	LIVE OAK ~~Royal Palm~~	1.30
69	Live Oak	2.40
109	Live Oak	1.60
111	Live Oak	2.00
115	Gumbo Limbo	2.20
194	Live Oak	1.60
195	Live Oak	2.00
196	Live Oak	1.60
197	Live Oak	2.00
199	Live Oak	1.70
232	Live Oak	2.80
241	Live Oak	2.40

Attachment B

Amended Covenant

COVENANT RUNNING WITH THE LAND OF Carlos Luis Signoret IN FAVOR OF MIAMI-DADE COUNTY, FLORIDA, CONCERNING THE PRESERVATION OF SPECIMEN TREE RESOURCES LOCATED AT 8150 SW 52 Avenue, MIAMI-DADE COUNTY, FLORIDA

The undersigned, CARLOS LUIS SIGNORET, being owner(s) of a parcel of real property legally described as set forth in Exhibit A, attached hereto and incorporated herein by reference, and located at 8150 S.W. 52nd AVE, 33143, Miami-Dade County, Florida, and furthermore identified for ad valorem tax purposes by all or part of Folio Number(s) 30-4131-003-0110 (hereinafter referred to as the "property") hereby create(s) a covenant, on behalf of the undersigned owner(s), heirs, successors, assigns and grantees, running with the land to and in favor of Miami-Dade County, Florida (hereinafter referred to as the "County"), its successors and assigns, with respect to the Property, as follows:

The undersigned owner(s) covenant(s) to the following:

1. Those trees identified in Exhibit B and whose locations are designated in Exhibit C, that tree survey entitled, "DISPOSITION PLAN", prepared by BOBBY HOYTE, dated MAY 21, 2009, and attached hereto and incorporated herein by reference, shall be preserved in their present locations. For purposes of this covenant, "preservation" shall mean the protection of trunk, branches, and root systems from damage that would result from activities including but not limited to top pruning, limb removal, root pruning, changing of soil grade beneath drip line, and deposition of building materials or fluids beneath the dripline of the tree(s) subject to this covenant.

2. With regard to those trees identified in Exhibit B, all Tree Protection requirements described in Section 24-49.5 of the Code of Miami-Dade County will be strictly adhered to during the development of the property.

3. That the undersigned owner(s) is/are the owner(s) in fee of the Property and that no other person or other legal entity of any kind whatsoever has any fee interest in the Property. The undersigned owner(s) covenant(s) and represent(s) that any security interest holder(s) in the Property has/have consented to the execution of this covenant running with the land.

4. At least Five (5) days prior to commencing any work within the dripline of any tree designated in Exhibit "B", the Department of Environmental Resources Management (DERM) shall be notified in writing of such intended work. Any work within the dripline needs prior written consent of DERM. Any and all specific requirements or conditions imposed by DERM with respect to said work and relating to preservation of said tree(s) shall be strictly adhered to.

5. After this Covenant is accepted by the County, the Covenant, together with a certified copy of the County's resolution accepting the Covenant, shall be promptly filed with the Clerk of Court for recording in the official records of Miami-Dade County.

6. All successors, heirs, assigns and grantees with respect to the Property shall be notified in writing of the tree protection and preservation stipulations contained herein and DERM shall receive copies of all such written notifications. The failure of the undersigned owner(s) to provide such written notice to all successors, heirs, assigns, and grantees shall not, however, affect the validity or enforceability of this covenant as to any such successors, heirs, assigns, and grantees.

7. No cancellation, revision, alteration or amendment of this covenant shall be effective without prior approval of the County by the resolution of the Board of County Commissioners.

8. This covenant shall run for the benefit of the citizens of Miami-Dade County, Florida and is subject to specific enforcement by Miami-Dade County, Florida by and through the Director of Environmental Resources Management. In the event that the provisions of this Restrictive Covenant are not complied with, an action at law or in equity may be commenced by Miami-Dade County, by and through the Director of the Department Environmental Resources Management.

9. The undersigned owner(s) shall notify DERM within one (1) month of any conveyance, sale, granting or transfer of the Property or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Property to any security interest holder.

IN WITNESS WHEROF, 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 30th day of October, 2009

INDIVIDUAL

WITNESSES:
sign _____
print Mayolis Romero
sign _____
print Magly Rodriguez

OWNER(S):
sign _____
print Carlos L. Signoret
Address _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 30th day of October, 2009 by Carlos L. Signoret, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC-STATE OF FLORIDA
Mayolis Romero
Commission #DD668919
Expires: JUNE 12, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

NOTARY PUBLIC:
sign _____
print Mayolis Romero
State of Florida at Large (Seal)
My Commission Expires: 6·12·2011

THIS INSTRUMENT PREPARED BY:

_____

DERM-ENVIRONMENTAL RESOURCES MANAGEMENT
701 NW 1st Court, 7th Floor
Miami, FL 33136

SIGNORET RESIDENCE EXHIBIT 'B'		
NUMBER	***SPECIES***	***DBH (IN FEET)***
12	LIVE OAK	2.0'
39	LIVE OAK	1.5'
40	LIVE OAK	1.2'
41	LIVE OAK	1.2'
42	LIVE OAK	2.0'
43	LIVE OAK	1.5'
53	GUMBO LIMBO	2.5'