Memorandum

MIAMI-DADE COUNTY

Date: May 11, 2010

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

BPS
Agenda Item No. 3B

From: George M. Burgess
County Manager

Subject: Resolution Approving Form Covenants for Chapter 24 of the Code of Miami-Dade County Relating to Liquid Waste Disposal and Potable Water Systems, Clean-up Target Levels and Procedures for Site Rehabilitation Actions, and Stormwater Management

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Recommendation
It is recommended that the Board of County Commissioners approve the attached resolution approving ten (10) revised and updated form covenants for various sections of Chapter 24 of the Code of Miami-Dade County, also known as the Miami-Dade County Environmental Protection Ordinance. The form covenants relate to liquid waste disposal and potable water systems, clean-up target levels and procedures for site rehabilitation actions, and stormwater management. The Code references for the form covenants are cited below.

Scope
This resolution involves environmental regulation countywide.

Fiscal Impact/Funding Source
This resolution will have no fiscal impact on Miami-Dade County.

Track Record/Monitor
N/A

Background
Several sections of Chapter 24 of the Code of Miami-Dade County, Florida, authorize the use of restrictive covenants and require covenants to be in the form prescribed by the County and approved by the Board of County Commissioners. The attached covenant forms are updated versions of covenants previously approved by the Board of County Commissioners. Revisions to Chapter 24 require updates to Code references and changes have been made to signature pages to provide uniformity for all Chapter 24 covenants.

The covenant forms which are the subject of this resolution have been revised and updated for the following Code provisions:

1. Section 24-43(5)(a) - Provides that hazardous materials shall not be used, generated, handled, disposed of, discharged or stored in a wellfield protection area.

2. Section 24-43(5)(c)(iii) - Restricts the replacement, modification or limited expansion of an existing facility in a wellfield protection area.

3. Section 24-43(7)(a) - Provides for prohibiting the handling, disposal of, discharge or storage of hazardous materials, solid waste, or liquid waste on properties in a wellfield protection area upon which an excavation has occurred or will occur and that portion of the property which has not been excavated or will not be excavated.

4. Section 24-43(7)(c) - Provides that an excavation will not be located within thirty (30) days' travel time from any public utility potable water supply well and there exists property without excavation which will provide an additional thirty (30) days' travel time between the excavation and any public utility potable water supply well and that the property without excavation aforesaid shall not be subject to excavation at any time.

5. Section 24-43.1(4)(a) - Restricts uses of properties for any nonresidential land use served or to be served by any source of potable water supply and a septic tank.

6. Section 24-43.1(6)(c) - Provides that all septic tanks, septic tank drainfields, stormwater disposal methods and liquid waste storage, disposal and treatment methods shall be installed upon a property in a wellfield protection zone as far away as is reasonably possible from all potable water supply wells.

7. Sections 24-43.1(4)(a) and 24-43.1(6)(g) - Restricts uses of properties for any nonresidential land use served or to be served by any source of potable water supply and a septic tank in a wellfield protection area.

8. Sections 24-43.1(4)(a) and 24-43.1(6)(h) - Restricts uses of properties for any nonresidential land use served or to be served by any source of potable water supply and a septic tank in a wellfield protection area, provided that property is not within feasible distance of public water and sewers and will not use, generate, handle, dispose of, discharge or store hazardous materials and will not have an adverse environmental impact on groundwater quality.

9. Section 24-44(2)(k)(ii) - Provides for site closure in the form of a no further action or a no further action with conditions upon implementation of institutional and, if applicable, engineering controls for soil or groundwater contamination.

10. Section 24-48.2(II)(A)(12) - Provides for the protection and maintenance of the stormwater management area of a property located within the North Trail Basin or the Bird Drive Everglades Wetland Basin.

These covenant forms are attached to the resolution as Exhibits A through J, respectively.

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: June 3, 2010

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

SUBJECT: Agenda Item No.

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 Agenda Item No.
Veto _____
Override _____

RESOLUTION NO. _____

RESOLUTION APPROVING FORM COVENANTS FOR SECTION 24-43(5)(a), SECTION 24-43(5)(c)(iii), SECTION 24-43(7)(a), SECTION 24-43(7)(c), SECTIONS 24-43.1(4)(a), (6)(g) AND (6)(h), SECTION 24-43.1(6)(c), SECTION 24-44(2)(k)(ii) AND SECTION 24-48.2(II)(A)(12); RELATING TO LIQUID WASTE DISPOSAL AND POTABLE WATER SYSTEMS, CLEAN-UP TARGET LEVELS AND PROCEDURES FOR SITE REHABILITATION ACTIONS, AND STORMWATER MANAGEMENT

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 approves the form covenants for Section 24-43(5)(a), Section 24-43(5)(c)(iii), Section 24-43(7)(a), Section 24-43(7)(c), Sections 24-43.1(4)(a), (6)(g) and (6)(h), Section 24-43.1(6)(c), Section 24-44(2)(k)(ii) and Section 24-48.2(II)(A)(12), relating to liquid waste disposal and potable water systems, clean-up target levels and procedures for site rehabilitation actions, and stormwater management in substantially the forms attached hereto and made part hereof as Exhibits A through J; and authorizes the Mayor or Mayor's designee to execute the form covenants as required.

The form of the covenants and all covenants heretofore executed and recorded pursuant to Section 24-43(5)(a), Section 24-43(5)(c)(iii), Section 24-43(7)(a), Section 24-43(7)(c), Section 24-43.1(4)(a), (6)(g) and(6)(h), Section 24-43.1(6)(c),

24-44(2)(k)(ii) and 24-48.2(II)(A)(12) of the Code of Miami-Dade County, Florida, are hereby confirmed and remain in full force and effect.

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 3rd day of June, 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.

Peter S. Tell

5

Exhibit "A"

Section 24-43(5)(a) Covenant

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

(Space Reserved for Clerk of the Court)

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)(a) 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 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 public utility potable water supply well and hazardous wastes shall not be used, generated, handled, disposed of, discharged or stored on that portion of the Property within the average day pumpage wellfield protection area but not within the basic wellfield protection area of the Alexander Orr Wellfield, Snapper Creek Wellfield, Southwest Wellfield, Miami Springs Lower Wellfield, Miami Springs Upper Wellfield, John E. Preston Wellfield or Hialeah Wellfield or within the outer wellfield protection zone of the South Miami Heights Wellfield Complex unless a variance is granted by the Miami-Dade County Environmental Quality Control Board, pursuant to Chapter 24 of the Code of Miami-Dade County, and if so granted, said hazardous materials or hazardous wastes may be used, handled, generated, disposed of, discharged or stored on the Property only to the extent permitted by any such variance from the Miami-Dade County Environmental Quality Control Board.

2. Fuels and lubricants 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 serving non-residential land uses; small quantity generators of hazardous wastes as defined in Chapter 24 of the Code of Miami-Dade County, within the outer wellfield protection zone of the South Miami Heights Wellfield Complex or within the average day pumpage wellfield protection area but not within the basic wellfield protection area of the Alexander Orr Wellfield, Snapper Creek Wellfield, Southwest Wellfield, Miami Springs Lower Wellfield, Miami Springs Upper Wellfield, John E. Preston Wellfield or Hialeah Wellfield; 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) Monitoring and detection of water pollution caused by hazardous materials, and

   (ii) Secondary containment of water pollution caused by hazardous materials, and

   (iii) Inventory control and record-keeping of hazardous materials, and

   (iv) Stormwater management of water pollution caused by hazardous materials, 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.

(Space Reserved for Clerk of the Court)

3. The use, handling or storage of factory prepackaged products intended primarily for domestic use or consumption determined by the Director of the Miami-Dade County Department of Environmental Resources Management or the Director's designee to be hazardous materials shall not be prohibited, provided, however, that:

   (i) The use, handling or storage of said factory prepackaged products occurs only 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 public water and public sanitary sewers, and

   (iv) Said building is located more than thirty (30) days' travel time from any public utility potable water supply well.

4. 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.

5. The undersigned covenant(s) that this Covenant and the provisions contained herein may be enforced by the Director of the Miami-Dade County Department of Environmental Resources Management by temporary, permanent, prohibitory, and mandatory injunctions as well as otherwise provided for by law or ordinance.

6. This Covenant shall be recorded 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 and the undersigned's heirs, legal representatives, estates, successors, grantees and assigns.

7. This Covenant shall upon request by the undersigned be released by the Director of the Miami-Dade County 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 of the Alexander Orr Wellfield, Snapper Creek Wellfield, Southwest Wellfield, Miami Springs Lower Wellfield, Miami Springs Upper Wellfield, John E. Preston Wellfield or Hialeah Wellfield or within the outer wellfield protection zone of the South Miami Heights Wellfield Complex nor within the basic wellfield protection area of any public utility potable water supply well.

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this _____ day of _____, 20_____.

(Space Reserved for Clerk of the Court)

INDIVIDUAL

WITNESSES:

Sign _____
Print _____
Sign _____
Print _____

OWNER:

Sign _____
Print _____

Address _____
_____

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:
Sign _____
Print _____
State of Florida at Large (Seal)
My Commission Expires:

CORPORATION

WITNESSES:
Sign _____
Print _____
Sign _____
Print _____

Corporation _____
Sign _____
Print _____
Title _____
President/Vice President (circle one)

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:

THIS INSTRUMENT PREPARED BY:

Sign _____

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

Exhibit "B"

Section 24-43(5)(c)(iii) Covenant

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

(Space Reserved for Clerk of the Court)

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)(c)(iii) 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 covenant(s) to the following:

1. The hazardous materials to be used, generated, handled, disposed of, discharged or stored on the Property after the proposed replacement, modification or limited expansion is approved by the Director or the Director's designee shall not be more hazardous than the hazardous materials used, generated, handled, disposed of, discharged or stored on the Property at the time of the aforesaid approval unless a variance is granted by the Environmental Quality Control Board, pursuant to Chapter 24 of the Code of Miami-Dade County, and if so granted, the Property shall be restricted to those hazardous materials permitted by any such variance from the Environmental Quality Control Board of Miami-Dade County.

2. The owner of the Property shall provide written notice to the Miami-Dade County Department of Environmental Resources Management of any change in the kind of hazardous materials on the Property after the aforesaid approval.

3. 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.

4. The undersigned covenant(s) that this Covenant and the provisions contained herein may be enforced by the Director of the Miami-Dade County Department of Environmental Resources Management by temporary, permanent, prohibitory, and mandatory injunctions as well as otherwise provided for by law or ordinance.

5. This Covenant shall be recorded 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 and the undersigned's heirs, legal representatives, estates, successors, grantees and assigns.

6. This Covenant shall, upon request by the undersigned, be released by the Director of the Miami-Dade County Department of Environmental Resources Management or the Director's designee when the Director or the Director's designee determines that the Property is not within the Northwest Wellfield protection area, West Wellfield Interim protection area or within the basic, wellfield protection area of any public utility potable water supply well.

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this _____ day of _____, 20_____.

(Space Reserved for Clerk of the Court)

INDIVIDUAL

WITNESSES:
Sign _____
Print _____
Sign _____
Print _____

OWNER(S):
Sign _____
Print _____
Address _____
_____

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:
Sign _____
Print _____
State of Florida at Large (Seal)
My Commission Expires:

CORPORATION

WITNESSES:
Sign _____
Print _____
Sign _____
Print _____

Corporation _____
Sign _____
Print _____
Title _____
President/Vice President (circle one)

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:

_____
Miami-Dade County Department of Environmental Resources Management
701 NW 1st Court
Miami, Florida 33136-3912

Exhibit "C"

Section 24-43(7)(a) Covenant

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

(Space Reserved for Clerk of the Court)

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

Located at _____, pursuant to Section 24-43(7)(a) 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 covenant(s) to the following:

1. The undersigned shall provide protection and security measures subject to the approval of the Director of the Miami-Dade County Department of Environmental Resources Management or the Director's designee for the Property upon which the excavation has occurred or will occur and that portion of the Property which has not been excavated or will not be excavated.

2. 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.

3. The undersigned covenant(s) that this Covenant and the provisions contained herein may be enforced by the Director of the Miami-Dade County Department of Environmental Resources Management by temporary, permanent, prohibitory, and mandatory injunctions as well as otherwise provided for by law or ordinance.

4. This Covenant shall be recorded 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 and the undersigned's heirs, legal representatives, estates, successors, grantees and assigns.

5. This Covenant shall upon request by the undersigned be released by the Director of the Miami-Dade County Department of Environmental Resources Management or the Director's designee when the Director or the Director's designee determines that the Property is not within the Northwest Wellfield protection area, within the West Wellfield Interim protection area, or the basic wellfield protection area of any public utility potable water supply well.

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this_____day of_____, 20_____

(Space Reserved for Clerk of the Court)

INDIVIDUAL

WITNESSES:
Sign _____
Print _____
Sign _____
Print _____

OWNER (S):
Sign _____
Print _____
Address _____
_____

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:
Sign _____
Print _____
State of Florida at Large (Seal)
My Commission Expires:

CORPORATION

WITNESSES:
Sign _____
Print _____
Sign _____
Print _____

Corporation_____
Sign _____
Print _____
Title _____
President/Vice President (circle one)
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:

_____
Miami-Dade County Department of Environmental Resources Management
701 NW 1st Court
Miami, Florida 33136-3912

Exhibit "D"

Section 24-43(7)(c) Covenant

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

(Space Reserved for Clerk of the Court)

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

Located at _____ pursuant to Section 24-43(7)(c) 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 covenant(s) to the following:

1. The excavation will not be located within thirty (30) days' travel time from any public utility potable water supply well and there exists property without excavation which will provide an additional thirty (30) days' travel time between the excavation and any public utility potable water supply well.

2. That the property without excavation described in Paragraph 1 above will not be subject to excavation at any time.

3. 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.

4. The undersigned covenant(s) that this Covenant and the provisions contained herein may be enforced by the Director of the Miami-Dade County Department of Environmental Resources Management by temporary, permanent, prohibitory, and mandatory injunctions as well as otherwise provided for by law or ordinance.

5. This Covenant shall be recorded 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 and the undersigned's heirs, legal representatives, estates, successors, grantees and assigns.

6. This Covenant shall upon request by the undersigned be released by the Director of the Miami-Dade County Department of Environmental Resources Management or the Director's designee when the Director or the Director's designee determines that the Property is not within the Northwest Wellfield protection area, within the West Wellfield Interim protection area, or the basic wellfield protection area of any public utility potable water supply well.

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this _____ day of _____, 20___.

(Space Reserved for Clerk of the Court)

INDIVIDUAL

WITNESSES:
Sign _____
Print _____
Sign _____
Print _____

OWNER (S):
Sign _____
Print _____
Address _____
_____

STATE OF FLORIDA, COUNTY OF MIAMI-DADE
The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:
Sign _____
Print _____
State of Florida at Large (Seal)
My Commission Expires:

CORPORATION

WITNESSES:
Sign _____
Print _____
Sign _____
Print _____

Corporation_____
Sign _____
Print _____
Title _____
President/Vice President (circle one)

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:

_____
Miami-Dade County Department of Environmental Resources Management
701 NW 1st Court
Miami, Florida 33136-3912

Q:\Plan Review\Core Docs\Covenants\Covenant 7c 4/2010

Exhibit "E"

Section 24-43.1(4)(a) Covenant

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

(Space Reserved for Clerk of the Court)

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

Located at_____ pursuant to Section 24-43.1(4)(a) 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 covenant(s) to the following:

1. The only liquid waste (excluding liquid wastes associated with the processing of agricultural produce in agricultural packing houses and liquid wastes associated with agricultural vehicle or agricultural equipment maintenance facilities, stormwater and water used within a self-contained water recycling car wash facility, provided such facility does not backwash the recycling filters) which shall be generated, disposed of, discharged, or stored on the Property shall be domestic sewage discharged into a septic tank, unless a variance(s) is granted by the Miami-Dade County Environmental Quality Control Board, pursuant to Chapter 24 of the Code of Miami-Dade County, and if so granted, the type of liquid waste to be generated, disposed of, discharged, or stored on the Property will be restricted to that permitted by any such variance granted by the Miami-Dade County Environmental Quality Control Board.

2. 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.

3. The undersigned covenant(s) that this Covenant and the provisions contained herein may be enforced by the Director of the Miami-Dade County Department of Environmental Resources Management by temporary, permanent, prohibitory, and mandatory injunctions as well as otherwise provided for by law or ordinance.

4. This Covenant shall be recorded 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 and the undersigned's heirs, legal representatives, estates, successors, grantees and assigns.

5. This Covenant shall upon request by the undersigned be released by the Director of the Miami-Dade County Department of Environmental Resources Management or the Director's designee when the Property has been connected to an operable public water main and an operable public sanitary sewer.

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this_____day of _____,
20 _____

(Space Reserved for Clerk of the Court)

INDIVIDUAL

WITNESSES:
Sign _____
Print _____
Sign _____
Print _____

OWNER (S):
Sign _____
Print _____
Address _____

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:
Sign _____
Print _____
State of Florida at Large (Seal)
My Commission Expires:

CORPORATION

WITNESSES:
Sign _____
Print _____
Sign _____
Print _____

Corporation_____
Sign _____
Print _____
Title _____
President/Vice President (circle one)
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:

_____
Miami-Dade County Department of Environmental Resources Management
701 NW 1st Court
Miami, Florida 33136-3912

Exhibit "F"

Section 24-43.1(6)(c) Covenant

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

(Space Reserved for Clerk of the Court)

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

Located at_____, pursuant to Section 24-43.1(6)(c) 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 covenant(s) to the following:

1. The Property shall be connected to a public water main and public sanitary sewers prior to the approval, granting, or issuance of any building permit, certificate of use and occupancy (except for changes in ownership) or municipal occupational license (except for changes in ownership) unless a variance is granted by the Miami-Dade County Environmental Quality Control Board, pursuant to Chapter 24 of the Code of Miami-Dade County, and if so granted, the Property shall utilize a wastewater disposal system or method as permitted by any such variance from the Miami-Dade County Environmental Quality Control Board.

2. 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.

3. The undersigned covenant(s) that this Covenant and the provisions contained herein may be enforced by the Director of the Miami-Dade County Department of Environmental Resources Management by temporary, permanent, prohibitory, and mandatory injunctions as well as otherwise provided for by law or ordinance.

4. This Covenant shall be recorded 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 and the undersigned's heirs, legal representatives, estates, successors, grantees and assigns.

5. This 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 has been connected to a public water main and public sanitary sewers.

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this_____day of_____, 20 _____

(Space Reserved for Clerk of the Court)

INDIVIDUAL

WITNESSES:

Sign _____
Print _____
Sign _____
Print _____

OWNER (S):

Sign _____
Print _____
Address _____
_____

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:
Sign _____
Print _____
State of Florida at Large (Seal)
My Commission Expires:

CORPORATION

WITNESSES:
Sign _____
Print _____
Sign _____
Print _____

Corporation_____
Sign _____
Print _____
Title _____
President/Vice President (circle one)
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:

_____
Miami-Dade County Department of Environmental Resources Management
701 NW 1st Court
Miami, Florida 33136-3912

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Exhibit "G"

Section 24-43.1(4)(a) and 24-43.1(6)(g) Covenant

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

(Space Reserved for Clerk of the Court)

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

Located at_____, pursuant to Sections 24-43.1(4)(a) and 24-43.1(6)(g) 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 covenant(s) to the following:

1. The Property shall only be used for those non-residential land uses listed below until such time as the Property is connected to an operable public sanitary sewer unless a variance is granted by the Environmental Quality Control Board, pursuant to Chapter 24 of the Code of Miami-Dade County, and if so granted, the Property shall be restricted to those uses permitted by any such variance from the Environmental Quality Control Board of Miami-Dade County:

   _____

   _____

2. The only liquid waste (excluding liquid wastes associated with the processing of agricultural produce in agricultural packing houses and liquid wastes associated with agricultural vehicle or agricultural equipment maintenance facilities, stormwater and water used within a self-contained water recycling car wash facility, provided such facility does not backwash the recycling filters) which shall be generated, disposed of, discharged, or stored on the Property shall be domestic sewage discharged into a septic tank, unless a variance(s) is granted by the Miami-Dade County Environmental Quality Control Board, pursuant to Chapter 24 of the Code of Miami-Dade County, and if so granted, the type of liquid waste to be generated, disposed of, discharged, or stored on the Property will be restricted to that permitted by any such variance granted by the Miami-Dade County Environmental Quality Control Board.

3. 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.

4. The undersigned covenant(s) that this Covenant and the provisions contained herein may be enforced by the Director of the Miami-Dade County Department of Environmental Resources Management by temporary, permanent, prohibitory, and mandatory injunctions as well as otherwise provided for by law or ordinance.

5. This Covenant shall be recorded 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 and the undersigned's heirs, legal representatives, estates, successors, grantees and assigns.

6. This Covenant shall, upon request by the undersigned, be released by the Director of the Miami-Dade County Department of Environmental Resources Management or the Director's designee when the Property has been connected to an operable public sanitary sewer.

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this_____ day of_____, 20_____

(Space Reserved for Clerk of the Court)

INDIVIDUAL

WITNESSES:
Sign _____
Print _____
Sign _____
Print _____

OWNER (S):
Sign _____
Print _____
Address _____

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:
Sign _____
Print _____
State of Florida at Large (Seal)
My Commission Expires:

CORPORATION

WITNESSES:
Sign _____
Print _____
Sign _____
Print _____

Corporation _____
Sign _____
Print _____
Title _____
President/Vice President (circle one)

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:

_____ _____
Miami-Dade County Department of Environmental Resources Management
701 NW 1st Court
Miami, Florida 33136-3912

Q:\Plan Review\Core Doc\ Covenants\Covenant 4a6g- 8/2009

Exhibit "H"

Section 24-43.1(4)(a) and 24-43.1(6)(h) Covenant

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

(Space Reserved for Clerk of the Court)

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

Located at _____, pursuant to Sections 24-43.1(4)(a) and 24-43.1(6)(h) 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 covenant(s) to the following:

1. The Property shall only be used for those non-residential land uses listed below until such time as the Property is connected to an operable public water main and operable public sanitary sewer unless a variance is granted by the Environmental Quality Control Board, pursuant to Chapter 24 of the Code of Miami-Dade County, and if so granted, the Property shall be restricted to those uses permitted by any such variance from the Environmental Quality Control Board of Miami-Dade County:

   _____

   _____

2. The only liquid waste (excluding liquid wastes associated with the processing of agricultural produce in agricultural packing houses and liquid wastes associated with agricultural vehicle or agricultural equipment maintenance facilities, stormwater and water used within a self-contained water recycling car wash facility, provided such facility does not backwash the recycling filters) which shall be generated, disposed of, discharged, or stored on the Property shall be domestic sewage discharged into a septic tank, unless a variance(s) is granted by the Miami-Dade County Environmental Quality Control Board, pursuant to Chapter 24 of the Code of Miami-Dade County, and if so granted, the type of wastewater to be generated, disposed of, discharged, or stored on the Property will be restricted to that permitted by any such variance granted by the Miami-Dade County Environmental Quality Control Board.

3. 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.

4. The undersigned covenant(s) that this Covenant and the provisions contained herein may be enforced by the Director of the Miami-Dade County Department of Environmental Resources Management by temporary, permanent, prohibitory, and mandatory injunctions as well as otherwise provided for by law or ordinance.

5. This Covenant shall be recorded in the Public Records of 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 and the undersigned's heirs, legal representatives, estates, successors, grantees and assigns.

6. This Covenant shall, upon request by the undersigned, be released by the Director of the Miami-Dade County Department of Environmental Resources Management or the Director's designee when the Property has been connected to an operable public water main and an operable public sanitary sewer.

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this_____ day of_____, 20_____

(Space Reserved for Clerk of the Court)

INDIVIDUAL

WITNESSES:
Sign _____
Print _____
Sign _____
Print _____

OWNER (S):
Sign _____
Print _____
Address _____

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:
Sign _____
Print _____
State of Florida at Large (Seal)
My Commission Expires:

CORPORATION

WITNESSES:
Sign _____
Print _____
Sign _____
Print _____

Corporation _____
Sign _____
Print _____
Title _____
President/Vice President (circle one)

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:

_____
Miami-Dade County Department of Environmental Resources Management
701 NW 1st Court
Miami, Florida 33136-3912

Exhibit "I"

Section 24-44(2)(k)(ii) Covenant

COVENANT RUNNING WITH THE LAND IN FAVOR OF MIAMI-DADE COUNTY, FLORIDA, REQUIRING INSTITUTIONAL CONTROLS AND ENGINEERING CONTROLS, OR BOTH, AT REAL PROPERTY LOCATED AT _____, (Municipality), MIAMI-DADE COUNTY, FLORIDA

The undersigned, _____, being the 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 _____, Miami-Dade County, Florida, and furthermore identified for ad valorem tax purposes by all or part of Folio Number(s) _____ (hereinafter referred to as the "Property"), hereby create(s) a covenant pursuant to Section 24-44(2)(k)(ii) of Chapter 24, Code of Miami-Dade County, Florida, on behalf of the undersigned owner(s), heirs, legal representatives, estates, successors, grantees and assigns, running with the land to and in favor of Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as the "County"), its successors, grantees and assigns, pursuant to Section 24-44(2)(k)(ii) of Chapter 24 of the Code of Miami-Dade County, Florida, with respect to the Property as follows:

The undersigned owner(s), and the owner's heirs, legal representatives, estates, successors, grantees and assigns covenant(s) to Miami-Dade County the following:

A. The owner(s) of the Property, and the owner's heirs, legal representatives, estates, successors, grantees and assigns has (have) elected to implement institutional and, if applicable, engineering controls, or both, on the Property to obtain approval for a no further action with conditions proposal pursuant to Section 24-44(2)(k)(ii) of Chapter 24 of the Code of Miami-Dade County, Florida. The institutional and, if applicable, engineering controls, or both, that are applicable to the Property have been initialed as set forth below. These institutional and, if applicable, engineering controls afford a level of protection to human health, public safety

and the environment that is equivalent to that provided by Section 24-44(2)(f)(i) and Section 24-44(2)(f)(ii) of Chapter 24, Code of Miami-Dade County, Florida. The applicable institutional and engineering controls are set forth as follows:

1. ___ The Property shall not be used for residential purposes.
2. ___ The Property shall not be used for a children's nursery, children's day care center, children's school, children's camp, or any other similar facility.
3. ___ Groundwater from the Property shall not be used for drinking water purposes.
4. ___ Groundwater from the Property shall only be withdrawn for monitoring of pollution.
5. ___ Contaminated soil, as delineated in the Site Assessment Report dated _____ and approved by the Director of the Miami-Dade County Department of Environmental Resources Management, its successors or its assigns, shall not be removed from the Property without prior written approval of the Miami-Dade County Department of Environmental Resources Management, its successors or its assigns. The Site Assessment report is summarized in attachment A.
6. ___ Other applicable institutional controls as set forth below:

_____

_____

_____

_____

_____

_____

7. ___ Engineering control(s), detailed in the Engineering Control Plan dated _____ and approved by the Director of the Miami-Dade County Department of Environmental Resources Management, its successors or its assigns. The Engineering Control Plan is summarized in attachment B.

B. 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.

C. For the purpose of inspecting for compliance with the institutional and, if applicable, engineering controls, or both, contained herein, the Miami-Dade County Department of Environmental Resources Management, its successors or its assigns, shall have access to the Property at reasonable times and with reasonable notice to the owner(s) of the Property. In the event that the Property owner(s) does (do) not or will not be able to comply with any of the institutional and, if applicable, engineering controls, or both, contained herein, the Property owner(s) shall notify in writing the Miami-Dade County Department of Environmental Resources Management, its successors or its assigns, within three (3) calendar days.

D. This Covenant may be enforced by the Director of the Miami-Dade County Department of Environmental Resources Management, its successors or its assigns, by permanent, temporary, prohibitory, and mandatory injunctions as well as otherwise provided for by law or ordinance.

E. The provisions of this instrument 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 until a release of this Covenant is executed and recorded in the Public Records of Miami-Dade County, Florida.

F. Upon demonstration to the satisfaction of the Director of the Miami-Dade County Department of Environmental Resources Management, its successors, or its assigns, that the institutional and, if applicable, engineering controls are no longer necessary because the criteria set forth in Section 24-44(2)(k)(i) of Chapter 24, Code of Miami-Dade County,

Florida, have been met, the Director of the Miami-Dade County Department of Environmental Resources Management, its successors or its assigns, shall, upon written request of the owner(s), release this Covenant.

G. The undersigned owner(s) shall notify the Director of the Miami-Dade County Department of Environmental Resources Management, its successors or its assigns, within thirty (30) days of any conveyance, sale, granting or transfer of the Property or portion thereof, to any heirs, legal representatives, estates, successors, grantees and assigns including, without limitation, the conveyance of any security interest in said Property.

IN WITNESS WHEREOF, the undersigned, being the owner(s) of the Property,

agree(s) to the provisions of this Covenant, hereby create same as a Covenant Running with the Land in favor of Miami-Dade County, Florida, and set their hands and seal unto this Covenant this _____ day of _____, _____.

INDIVIDUAL

WITNESSES:
sign _____
print _____
sign _____
print _____

OWNER(S):
sign _____
print _____
Address _____
_____

CORPORATION

WITNESSES:
sign _____
print _____
sign _____
print _____

Corporation _____
sign _____
print _____
Title _____
President/Vice President (circle one)

sign _____
print _____

Address _____

(corporate seal)

STATE OF FLORIDA
COUNTY OF MIAMI-DADE
The foregoing instrument was acknowledged before me this _____ day of _____, _____ by _____, as _____ of _____, Inc., a Florida corporation, on behalf of the corporation. He or she is personally known to me or has produced _____ as identification and who take an oath.

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

THIS INSTRUMENT PREPARED BY:

_____
Miami-Dade County Department of Environmental Resources Management
701 NW 1st Court
Miami-Florida 33136-3912

Exhibit "J"

Section 24-48.2(II)(A)(12) Covenant

COVENANT RUNNING WITH THE LAND OF IN FAVOR OF THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, CONCERNING THE PROTECTION AND MAINTENANCE OF STORMWATER MANAGEMENT SYSTEM LOCATED AT _____, 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 _____, Miami-Dade County, Florida, and further identified for ad valorem tax purposes by all or part of folio number(s) _____ (hereinafter referred to as the "Property"), pursuant to Section 24-48.2(II)(A)(12) 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 owner(s) has submitted and the Miami-Dade County Department of Environmental Resources Management (DERM) 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 the Undersigned's heirs, legal representatives, estates, 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, grantees and assigns, with respect to the Property, as follows:

1. The Undersigned and the Undersigned's heirs, legal representatives, estates, successors, grantees and assigns, 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 and the Undersigned's heirs, legal representatives, estates, successors, grantees and assigns, 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 shall assume financial responsibility for the stormwater management system, at which time, this Covenant may be released by the County.

4. The Undersigned and the Undersigned's heirs, legal representatives, estates, successors, grantees and assigns, 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 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 DERM to enforce this Covenant against any heirs, legal representatives, estates, successors, assigns and grantees.

5. The Undersigned has attached hereto as Exhibit "B", the site plan titled, "_____", and Exhibit "C" the stormwater management and maintenance plan, prepared by _____ and dated _____. The Undersigned 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 exotic pest plant and nuisance species, as set forth in Section 24-49.9 of the Code; and
   D) in accordance with the maintenance schedule and control techniques approved by the DERM for the control of exotic pest plant and nuisance species, as applicable.

   The Undersigned and the Undersigned's heirs, legal representatives, estates, successors, grantees and assigns, 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 DERM.

6. The Undersigned and the Undersigned's heirs, legal representatives, estates, successors, grantees and assigns, covenant(s) to prevent any clearing or removal of native plants not defined as exotic pest plant and nuisance species 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 and the Undersigned's heirs, legal representatives, estates, successors, grantees and assigns, covenant(s) to prevent and prohibit adverse impacts to the stormwater management system. In the event DERM determines that the stormwater management system is being adversely impacted, then DERM may require the installation of protective barriers around the impacted portions of the stormwater management system.

8. The Undersigned and the Undersigned's heirs, legal representatives, estates, successors, grantees and assigns, covenant(s) that the 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 DERM determine, after such an inspection, that curative action is required in order to achieve compliance with this Covenant, the 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 therefore. The owner(s) shall take such curative action within a reasonable time, provided, however, that the owner(s) shall have the right to appeal DERM's actions or decisions to the Miami-Dade County Environmental Quality Control Board in accordance with the provisions of Section 24-8 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 revocation. The Director of 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 at the expense of the property owner. No other

provisions of this Covenant shall be subject to cancellation, revision, alteration or amendment without the consent of the Board of County Commissioners.

10. This instrument shall be recorded at the expense of the Undersigned and shall constitute a covenant running with the land binding upon the Undersigned and the Undersigned's 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 (10) years thereafter unless released prior to the expiration thereof as set forth in Paragraph 9 above.

11. The Undersigned and the Undersigned's heirs, legal representatives, estates, successors, grantees and assigns, covenant(s) that this Covenant and the provisions contained herein may be enforced by the Director of the DERM or its successor agency by preliminary and permanent, prohibitory and mandatory injunctions as well as otherwise provided for by law or ordinance.

12. 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 have caused this Covenant to be executed this _____ day of _____, 20_____.

INDIVIDUAL

WITNESSES:
Sign _____
Print _____
Sign _____
Print _____

OWNER (S):
Sign _____
Print _____
Address _____

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:
Sign _____
Print _____
State of Florida at Large (Seal)
My Commission Expires:

CORPORATION

WITNESSES:
Sign _____
Print _____
Sign _____
Print _____

Corporation _____
Sign _____
Print _____
Title _____
President/Vice President (circle one)

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:

_____
Miami-Dade County Department of Environmental Resources Management
701 NW 1st Court
Miami, Florida 33136-3912