

MEMORANDUM

Agenda Item No. 11(A)(1)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

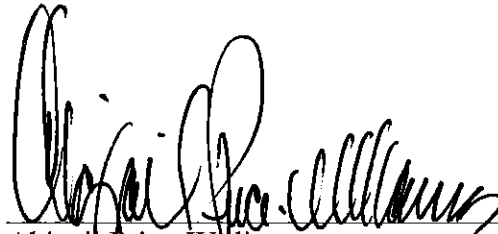
DATE: October 3, 2019

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving a restrictive covenant running with the land in favor of Miami-Dade County for conservation of a 10-acre parcel of land located at SW 194th Avenue and 244th Street; directing the County Mayor to obtain legal survey of said parcel, to execute restrictive covenant and record restrictive covenant in the public records of Miami-Dade County, Florida

Resolution No. R-1071-19

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Daniella Levine Cava.



Abigail Price-Williams
County Attorney

APW/lmp



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: October 3, 2019

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County Attorney

SUBJECT: Agenda Item No. 11(A)(1)

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
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

2

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(1)
10-3-19

RESOLUTION NO. _____ R-1071-19

RESOLUTION APPROVING A RESTRICTIVE COVENANT RUNNING WITH THE LAND IN FAVOR OF MIAMI-DADE COUNTY FOR CONSERVATION OF A 10-ACRE PARCEL OF LAND LOCATED AT SW 194TH AVENUE AND 244TH STREET; DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO OBTAIN LEGAL SURVEY OF SAID PARCEL, TO EXECUTE RESTRICTIVE COVENANT AND RECORD RESTRICTIVE COVENANT IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

WHEREAS, the County desires, and has a need, to purchase approximately 10 acres of vacant land outside of the Urban Development Boundary ("UDB") in the proximity of SW 184 Street and SW 157 Avenue, Unincorporated Miami-Dade County (a portion of Folio No. 30-6904-000-0230) for the purposes of constructing a fire station, police station and radio communications monopole, which facility is to be known as the Eureka Facility; and

WHEREAS, in purchasing and developing the Eureka Facility, the County will be satisfying an urgent need for services in the area, but will also be removing from inventory undeveloped land that could otherwise be conserved in its natural state or conserved to be used for agricultural purposes; and

WHEREAS, Miami-Dade County, through its Internal Services Department, owns an approximately 10-acre parcel of land located at SW 194th Avenue and 244th Street and identified by Folio No. 30-6823-000-0390 (the "Property"); and

WHEREAS, currently, the Property is outside of the UDB, is vacant, is unused and is in its natural state- largely covered by trees and foliage; and

WHEREAS, much of the land surrounding the Property is used for agricultural purposes;
and

WHEREAS, to offset the need for the development of the Eureka Facility, this Board desires to restrict the use of the Property for a term of 30 years, whereby the Property would be conserved in its current state or be made available to be used for agricultural purposes,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This foregoing recitals are approved and hereby adopted by reference.

Section 2. This Board approves a restrictive covenant in generally the form attached hereto for the Property, directs the County Mayor or Mayor’s designee to order a legal survey of the Property within 30 days of the effective date of this resolution and, upon receipt of the survey and legal description for the Property, to finalize, execute and record the restrictive covenant in the public records of Miami-Dade County, Florida. This Board further directs the Clerk of the Board to attach and permanently store a recorded copy of the restrictive covenant together with this resolution.

The Prime Sponsor of the foregoing resolution is Commissioner Daniella Levine Cava. It was offered by Commissioner **Esteban L. Bovo, Jr.**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

	Audrey M. Edmonson, Chairwoman	aye	
	Rebeca Sosa, Vice Chairwoman	aye	
Esteban L. Bovo, Jr.	aye	Daniella Levine Cava	aye
Jose “Pepe” Diaz	aye	Sally A. Heyman	aye
Eileen Higgins	aye	Barbara J. Jordan	aye
Joe A. Martinez	aye	Jean Monestime	aye
Dennis C. Moss	aye	Sen. Javier D. Souto	aye
Xavier L. Suarez	aye		

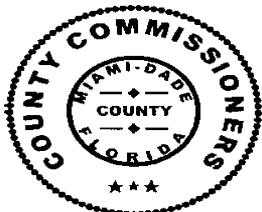
The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of October, 2019. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

Linda L. Cave

By: _____
Deputy Clerk



Approved by County Attorney as
to form and legal sufficiency.

Handwritten signature in black ink, appearing to be "MRP".

Monica Rizo Perez

RESTRICTIVE COVENANT

The undersigned, Miami-Dade County (the "Owner"), through its Internal Service Department, being the present owner of the following real property, lying and being situated in Miami-Dade County, Florida, and legally described as follows:

See **Exhibit "A"** attached hereto and made a part hereof (the "**Property**"),

proffers this Restrictive Covenant to run with the land in favor of Miami-Dade County, Florida, a Political Subdivision of the State of Florida, having an address at 111 N.W. 1st Street, Miami, FL 33128, c/o Department of Regulatory & Economic Resources, having an address at 111 N.W. 1st Street, 29th Floor, Miami, Florida 33128 ("County"). This Restrictive Covenant shall be in effect for a term of thirty (30) years, commencing on the date of its execution and expiring thirty (30) years thereafter.

1. Except as set forth in number 2 below, the Owner covenants to the County to conserve the Property in generally the state it exists on the date of execution of this Restrictive Covenant in order to conserve its value for resource conversation and as natural areas.
2. The Owner covenants to the County to protect the future viability for agricultural use of the Property and to limit permanent, vertical development and construction on the Property. Future, permitted agricultural use is defined as: agriculture, agricultural production, ranching, forest management and timber harvest, farming, and such other related uses as are described herein, including but limited to the uses enumerated below.
3. Prohibited uses of the Property include:
 - a. Display of billboards, signs or advertisements on the Property.
 - b. Dumping or placement of soil, trash, garbage, waste, abandoned vehicles, appliances, and other materials on the Property is prohibited, except that soil, rock, other earth materials, vegetative matter or compost may be placed as may be reasonably necessary and related to permitted uses

- on the Property. Such dumping or disposal of organic materials shall be in accordance with applicable federal, state and county.
- c. Diking, draining, filling, dredging or removal of wetlands is prohibited. "Wetlands" means portions of the Property defined by Florida state law or Federal law as wetlands at the time of the proposed activity.
 - d. Buildings, means of access and other structures are prohibited on the Property.
 - e. Any use or activity which causes significant degradation of topsoil quality, significant pollution or a significant increase in the risk of erosion.
 - f. The use of motorized vehicles is prohibited on the Property except to support forestry, habitat management, law enforcement and public safety, or conservation uses of the Property.
4. In the event that the Property is transferred, assigned, leased or conveyed, in whole or in part, all development rights (except as specifically reserved herein) that are now or hereafter allocated to, implied, reserved or inherent in the Property shall continue to be held by Miami-Dade County.
 5. This Restrictive Covenant shall run with the land and shall be recorded in the Public Records of Miami-Dade County, Florida and shall remain in full force and effect and be binding on the undersigned, and their heirs, successors, grantees, and assigns until such time as the same expires or is modified or released by the Miami-Dade County Board of County Commissioners.
 6. Nothing in this Restrictive Covenant, express or implied, is intended to (a) confer upon any entity or person other than Miami-Dade County any right or remedy by virtue of this Restrictive Covenant or (b) authorize anyone not a party to this Restrictive Covenant to maintain an action pursuant to or based upon this Restrictive Covenant.
 7. This Restrictive Covenant and the provisions contained herein may be enforced by Miami-Dade County against any person permitting, allowing, letting, causing or suffering any violation of the terms of this Restrictive Covenant by the Miami-Dade County Department of Regulatory & Economic Resources, or its successor, by temporary, permanent, prohibitory, and mandatory injunctive relief as well as otherwise provided by law or ordinance and also may include an action for and to recover damages, costs and expenses, and attorney's fees in favor of the County against any person so violating the terms of this Restrictive Covenant. All of the remedies provided herein shall be deemed to be independent and cumulative and shall be deemed to be supplemental to any remedies provided by law.

TO HAVE AND TO HOLD unto Miami-Dade County, its successors and assigns, forever, the covenants agreed to and the terms, conditions, and restrictions imposed as

aforesaid shall be binding upon the Owner, their survivors, agents, personal representatives, heirs, assigns and all other successors to them in interest, during the term of this Restrictive Covenant.

IN WITNESS WHEREOF, Owner has caused this Declaration to be executed by its respective and duly authorized representative on this ____ day of _____, 2019.

Owner (Miami-Dade County, Florida)

By: _____

Name: _____

Title: _____

MIAMI-DADE COUNTY, FLORIDA,

a political subdivision of the State of Florida by
its Board of County Commissioners

By: _____

Name: _____

Title: _____

ATTEST:

HARVEY RUVIN, CLERK

By: _____

Deputy Clerk

APPROVED FOR FORM AND LEGAL SUFFICIENCY

By: _____

Assistant County Attorney

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EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Folio: 30-6823-000-0390

The Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 23, Township 56, Range 38 in Miami-Dade County, Florida and consisting of approximately 10 Acres



CFN 2021R0203291
 OR BK 32411 Pgs 4088-4093 (6Pgs)
 RECORDED 03/23/2021 11:33:47
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

Document Prepared by Monica Rizo Perez
 Assistant County Attorney
 111 NW 1st Street, Suite 2810
 Miami, FL 33128

Folio No. 30-6823-000-0390

(Space reserved for Clerk)

RESTRICTIVE COVENANT

The undersigned, Miami-Dade County (the “Owner”), through its Internal Service Department, being the present owner of the following real property, lying and being situated in Miami-Dade County, Florida, and legally described as follows:

See **Exhibit “A”** attached hereto and made a part hereof (the “**Property**”),

proffers this Restrictive Covenant to run with the land in favor of Miami-Dade County, Florida, a Political Subdivision of the State of Florida, having an address at 111 N.W. 1st Street, Miami, FL 33128, c/o Department of Regulatory & Economic Resources, having an address at 111 N.W. 1st Street, 29th Floor, Miami, Florida 33128 (“County”). This Restrictive Covenant shall be in effect for a term of thirty (30) years, commencing on the date of its execution and expiring thirty (30) years thereafter.

1. Except as set forth in number 2 below, the Owner covenants to the County to conserve the Property in generally the state it exists on the date of execution of this Restrictive Covenant in order to conserve its value for resource conservation and as natural areas.
2. The Owner covenants to the County to protect the future viability for agricultural use of the Property and to limit permanent, vertical development and construction on the Property. Future, permitted agricultural use is defined as: agriculture, agricultural production, ranching, forest management and timber harvest, farming, and such other related uses as are described herein, including but limited to the uses enumerated below.
3. Prohibited uses of the Property include:
 - a. Display of billboards, signs or advertisements on the Property.
 - b. Dumping or placement of soil, trash, garbage, waste, abandoned vehicles, appliances, and other materials on the Property is prohibited, except that soil, rock, other earth materials, vegetative matter or compost may be



placed as may be reasonably necessary and related to permitted uses on the Property. Such dumping or disposal of organic materials shall be in accordance with applicable federal, state and county.

- c. Diking, draining, filling, dredging or removal of wetlands is prohibited. "Wetlands" means portions of the Property defined by Florida state law or Federal law as wetlands at the time of the proposed activity.
 - d. Buildings, means of access and other structures are prohibited on the Property.
 - e. Any use or activity which causes significant degradation of topsoil quality, significant pollution or a significant increase in the risk of erosion.
 - f. The use of motorized vehicles is prohibited on the Property except to support forestry, habitat management, law enforcement and public safety, or conservation uses of the Property.
4. In the event that the Property is transferred, assigned, leased or conveyed, in whole or in part, all development rights (except as specifically reserved herein) that are now or hereafter allocated to, implied, reserved or inherent in the Property shall continue to be held by Miami-Dade County.
 5. This Restrictive Covenant shall run with the land and shall be recorded in the Public Records of Miami-Dade County, Florida and shall remain in full force and effect and be binding on the undersigned, and their heirs, successors, grantees, and assigns until such time as the same expires or is modified or released by the Miami-Dade County Board of County Commissioners.
 6. Nothing in this Restrictive Covenant, express or implied, is intended to (a) confer upon any entity or person other than Miami-Dade County any right or remedy by virtue of this Restrictive Covenant or (b) authorize anyone not a party to this Restrictive Covenant to maintain an action pursuant to or based upon this Restrictive Covenant.
 7. This Restrictive Covenant and the provisions contained herein may be enforced by Miami-Dade County against any person permitting, allowing, letting, causing or suffering any violation of the terms of this Restrictive Covenant by the Miami-Dade County Department of Regulatory & Economic Resources, or its successor, by temporary, permanent, prohibitory, and mandatory injunctive relief as well as otherwise provided by law or ordinance and also may include an action for and to recover damages, costs and expenses, and attorney's fees in favor of the County against any person so violating the terms of this Restrictive Covenant. All of the remedies provided herein shall be deemed to be independent and cumulative and shall be deemed to be supplemental to any remedies provided by law.



TO HAVE AND TO HOLD unto Miami-Dade County, its successors and assigns, forever, the covenants agreed to and the terms, conditions, and restrictions imposed as aforesaid shall be binding upon the Owner, their survivors, agents, personal representatives, heirs, assigns and all other successors to them in interest, during the term of this Restrictive Covenant.

IN WITNESS WHEREOF, Owner has caused this Declaration to be executed by its respective and duly authorized representative on this 3rd day of March, 2021.

MIAMI-DADE COUNTY, FLORIDA,

a political subdivision of the State of Florida by
its Board of County Commissioners

By: Sara C. Smith
Digitally signed by Tara C. Smith
Date: 2021.03.08 11:58:53 -05'00'

Name: Daniella Levine Cava

Title: County Mayor

ATTEST:

HARVEY RUVIN, CLERK

By: [Signature]
Deputy Clerk



APPROVED FOR FORM AND LEGAL SUFFICIENCY

By: [Signature]
Assistant County Attorney

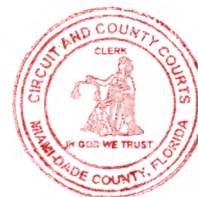


EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Folio: 30-6823-000-0390

The Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 23, Township 56, Range 38 in Miami-Dade County, Florida and consisting of approximately 10 Acres

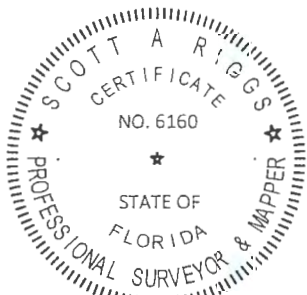


EXHIBIT "A"
EUREKA COVENANT PARCEL
SKETCH & LEGAL DESCRIPTION

LEGAL DESCRIPTION:

THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 56 SOUTH, RANGE 38 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

PARCEL AREA: 447,168 SQUARE FEET OR 10.266 ACRES, MORE OR LESS



SCOTT A. RIGGS, PSM
Florida License # 6160

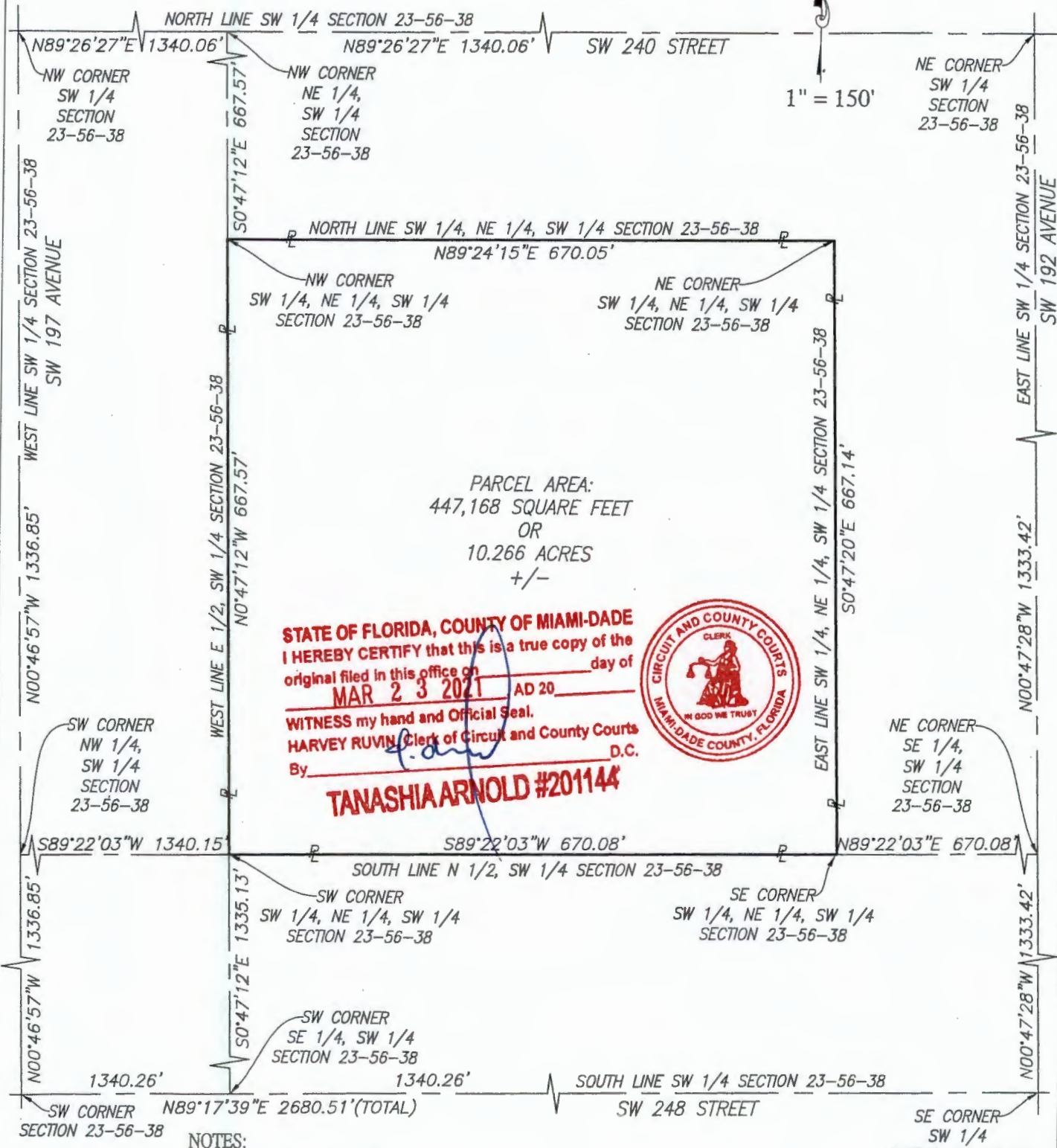
A handwritten signature in black ink, appearing to read "Scott A. Riggs".

MIAMI-DADE COUNTY
Department of Transportation
and Public Works
111 NW First Street, Suite # 1610
Miami, Florida 33128 (305) 375-2657
Date: 02-24-2021



This Legal Description and the accompanying Sketch are not valid without the signature and original seal of a Florida Licensed Surveyor and Mapper. This Legal Description and the accompanying Sketch are not valid one without the other.

EXHIBIT "A"
EUREKA COVENANT PARCEL
SKETCH & LEGAL DESCRIPTION



- NOTES:
1. THIS IS NOT A BOUNDARY SURVEY.
 2. The Bearing Basis for this sketch is North 00°46'57" West along the West line of the Southwest 1/4 of Section 23, Township 56 South, Range 38 East, in Miami-Dade County, Florida.
 3. Parcel is subject to dedications, limitations, restrictions, easements, and/or rights-of-way of record that may not be shown on this sketch.
 4. "P" denotes "Parcel line".