

ORDINANCE NO. 2021-030

ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA APPROVING A COVENANT IN FAVOR OF MIAMI DADE COUNTY TO MAINTAIN, OPERATE AND PRESERVE A STORMWATER MANAGEMNET SYSTEM SERVING N.W. 97 AVENUE FROM N.W. 166 STREET TO N.W. 170 STREET, DEDICATING PERVIOUS AREA CONTAINING 16,515 SQUARE FEET, MORE OR LESS, FOR STORMWATER RETENTION AS PROVIDED IN THE STORMWATER MANAGEMENT PLAN FOR CF 828, ALONG N.W. 154 STREET, WEST OF N.W. 102 AVENUE, AND MORE PARTICULARLY DESCRIBED IN THE FORM COVENANT, A COPY OF WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT 1"; AUTHORIZING THE EXECUTION OF THE COVENANT BY THE MAYOR AND CITY CLERK, ON BEHALF OF THE CITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as part of a joint participation agreement with Miami-Dade County for the improvements to N.W. 97 Avenue, the City is obligated to design and construct a stormwater management system serving the roadway improvements; and

WHEREAS, in order to complete the roadway improvements and as part of the regulatory permits, Miami-Dade County Regulatory and Economic Resources Division of Environmental Resources Management requires the City covenant to maintain, operate and preserve the stormwater management system in the location provided and in the manner for which it was designed; and

WHEREAS, preservation of the stormwater management system is in the public's best interest.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The City of Hialeah, Florida hereby approves the form covenant in favor of Miami-Dade County for the purpose of operating, maintaining and preserving the stormwater management system as designed, for the public right of way known as N.W. 97 Avenue from N.W. 166 Street to N.W. 170 Street, dedicating pervious area containing 16,515 square feet, more or less, for stormwater retention as provided in the Stormwater Management Plan for CF 828, along N.W. 154 Street, West of N.W. 102 Avenue, and more particularly described in the form covenant attached hereto and made a part hereof as "Exhibit 1".

Section 2: The City of Hialeah, Florida hereby authorizes the Mayor and the City Clerk to execute the form covenants on behalf of the City.

Section 3: Repeal of Ordinances in Conflict.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

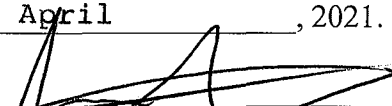
Section 4: Severability Clause.

If any phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid or unconstitutional by the judgment or decree of a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance.

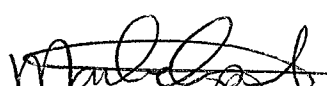
Section 5: Effective Date.

This ordinance shall become effective when passed by the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

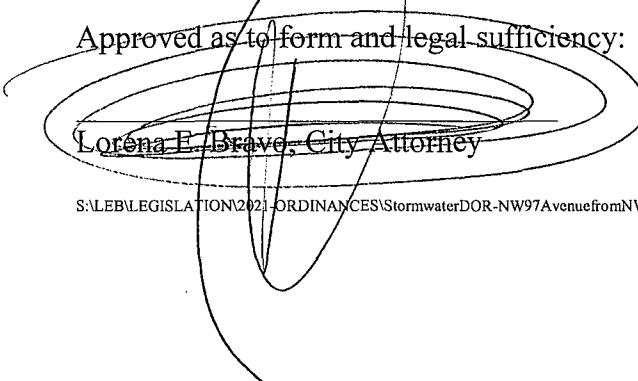
PASSED and ADOPTED this 13 day of April, 2021.



Jesus Tundidor
Council President


Attest: Approved on this 19 day of April, 2021.


Marbelys Fatjo, City Clerk

Approved as to form and legal sufficiency:


Lorena E. Bravo, City Attorney


Mayor Carlos Hernandez
Ordinance was adopted by 4-0-3 vote with Councilmembers, Garcia-Roves, Hernandez, Tundidor, and Zogby voting "Yes" and with Council Vice President Perez, Council Member Cue-Fuente and Council Member De la Rosa absent.

Prepared by 
Sign _____
Print Jean-Claude Fontaneau
Address 5001 SW 74 Court, Suite 201
Miami, Fl, 33155

COVENANT RUNNING WITH THE LAND OF **CITY OF HIALEAH** IN FAVOR OF THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, CONCERNING THE PROTECTION AND MAINTENANCE OF STORMWATER MANAGEMENT SYSTEM LOCATED **ALONG NW 154 ST, WEST OF NW 102 AVENUE,** 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 **ALONG NW 97 AVENUE BETWEEN NW 166 STREET & NW 170 STREET AND A PORTION ALONG NW 154 ST WEST OF NW 102 AVENUE,** Miami-Dade County, Florida, and further identified for ad valorem tax purposes by all or part of folio number(s) **N/A (RIGHT OF WAY)** (hereinafter referred to as the "Property").

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

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

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

Improvement District is created, the Miami-Dade Public Works Department or its successor department shall assume financial responsibility for the stormwater management system, at which time, this Covenant may be released by the County.

4. The Undersigned agree(s) and covenant(s) that, prior to entering into a landlord-tenant relationship with respect to granting an easement upon, encumbering or selling the stormwater management area or any portion thereof, the undersigned shall notify, in writing, all proposed tenants, easement holders, mortgagees or purchasers of the existence and contents of this Covenant, and shall provide the RER-DERM with copies of all such written notifications. Failure of the current Property owner(s) to provide such written notice to all successors, heirs, assigns and grantees shall not, however, affect the validity of this Covenant or the ability of the RER-DERM to enforce this Covenant against any successors, heirs, assigns and grantees.
5. The Undersigned has attached hereto as Exhibit "B", the site plan titled, "**STORMWATER MANAGEMENT PLAN FOR CF-828**", and Exhibit "C" the stormwater management and maintenance plan. The Undersigned agree(s) and covenant(s) that any and all portion(s) of the Property designated as the stormwater management system, including all open, pervious, impervious and lake areas, as well as structural components of the conveyance system shall be maintained:
 - A) in the condition depicted on the approved plans;
 - B) free of silt, debris, solid waste or fill,
 - C) free of noxious vegetation; and
 - D) in accordance with the maintenance schedule and control techniques approved by the RER-DERM for the control of noxious vegetation, as applicable.

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

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

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

IN WITNESS WHEREOF, the Undersigned, being the owner(s) of the Property, agree(s) to the terms of this Covenant, hereby create same as a covenant running with the land, and set their hands and seal unto this Covenant this _____ day of _____, 20__.

Witnesses:
Sign _____
Print _____
Address _____

Property Owner(s):
Sign _____
Print _____
Address _____

Corporate Seal (if applicable)

Witnesses:
Sign _____
Print _____
Address _____

Sign _____
Print _____
Address _____

Corporate Seal (if applicable)

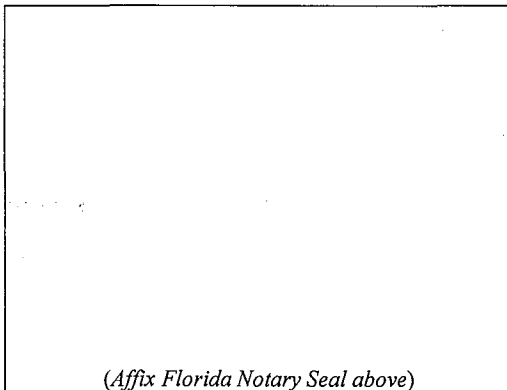
State of Florida
County of Miami-Dade

Sworn to (or affirmed) and subscribed before me by means of (*how the individual appeared check one*):

physical presence online notarization this _____ day of _____, 20____.
(date) (month) (year)

by _____
(name of individual swearing or affirming)

Individual identified by: personal knowledge satisfactory evidence _____.
(type)



(Affix Florida Notary Seal above)

(Signature of Notary Public)

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

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

Sign _____ Date _____

Print _____

By: County Mayor or designee

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
for
Flagler Global Logistics
prepared by:



HADONNE

LAND SURVEYOR AND MAPPERS
3D LASER SCANNING
UTILITY COORDINATION
SUBSURFACE UTILITY ENGINEERING

EXHIBIT "A"

STORMWATER MANAGEMENT PARCEL "A"

LEGAL DESCRIPTION:

A portion of Tracts 2, 3 and 4 in the Northeast 1/4 of Section 17, Township 52 South, Range 40 East, of "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1"; according to the plat thereof, as recorded in Plat Book 2, at Page 17, of the public records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northeast Corner of said Section 17; thence S02°39'53"E along the East Line of the Northeast 1/4 of said Section 17 for 329.87 feet to the POINT OF BEGINNING of the parcel of land hereinafter described; thence continue S02°39'53"E along said East Line of the Northeast 1/4 of Section 17 for 889.53 feet; thence S89°41'06"W along the North Line of the South 100 feet of said Tract 4 for 50.04 feet; thence N02°39'53"W along a line parallel with and 50 feet West of the East Line of the Northeast 1/4 of said Section 17 for 889.54 feet; thence N89°41'37"E along the North Line of said Tract 2 for 50.04 feet to the Point of Beginning.

Containing 44,477 Square feet, more or less, by calculations.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

for

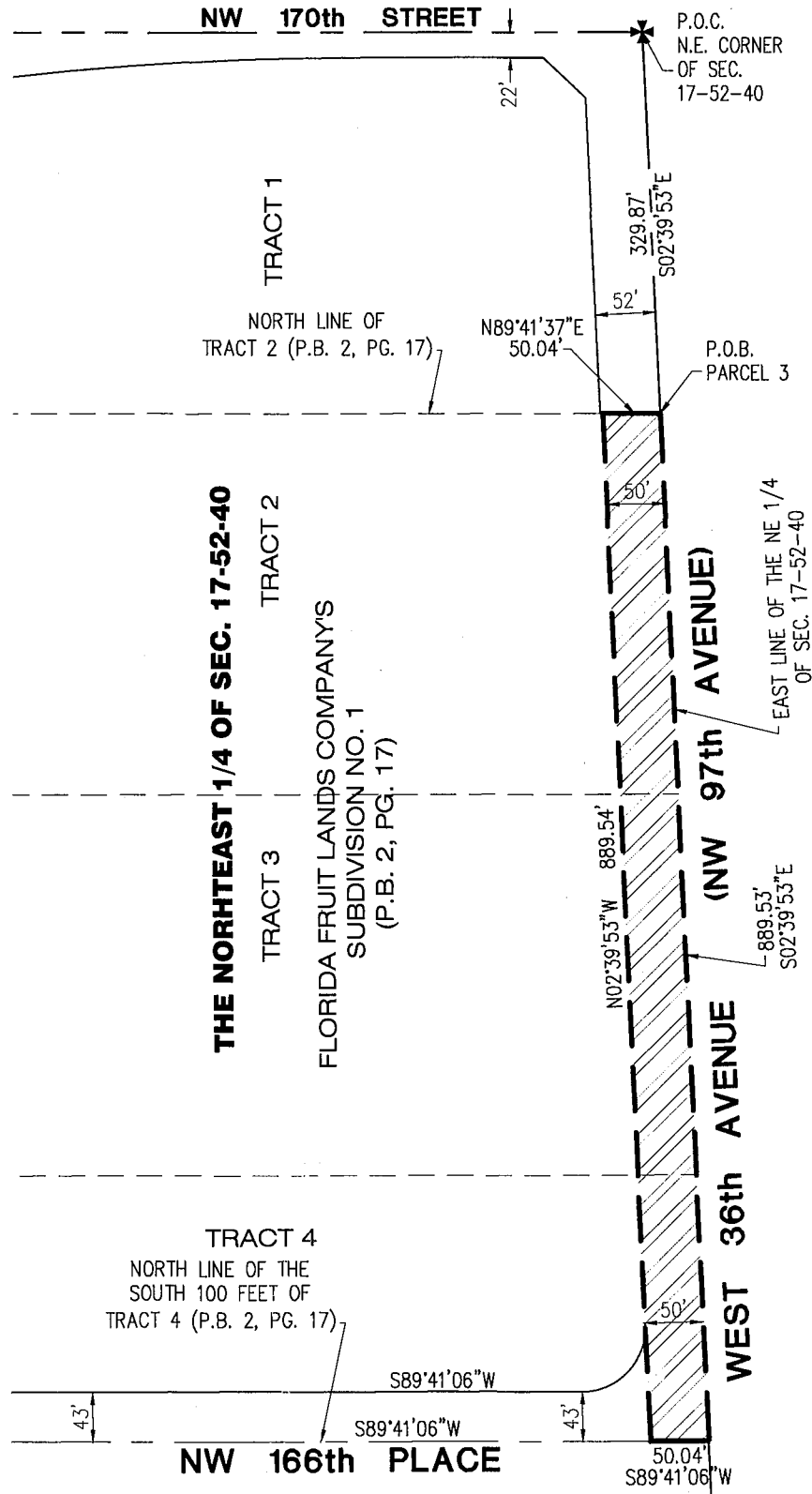
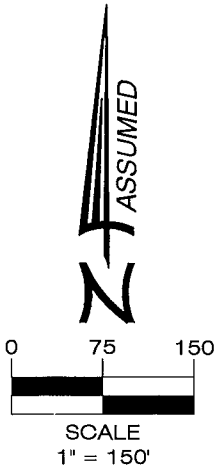
Flagler Global Logistics

prepared by:



LAND SURVEYOR AND MAPPERS
3D LASER SCANNING
UTILITY COORDINATION
SUBSURFACE UTILITY ENGINEERING

STORMWATER MANAGEMENT PARCEL "A"



LEGEND

- P.B. = PLAT BOOK
- O.R.B. = OFFICIAL RECORDS BOOK
- PG. = PAGE
- SEC. = SECTION

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SOURCES OF DATA:

The Legal Description was generated from the Plat of "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION" as recorded in Plat Book 2, at Page 17 of the public records of Miami-Dade County, Florida.

Bearings as shown hereon are based upon the East Line of the Northeast 1/4 of Section 17, Township 52 South, Range 40 East, Miami-Dade County, Florida, with an assumed bearing of S02°39'53"E.

EASEMENTS AND ENCUMBRANCES:

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

LIMITATIONS:

Since no other information other than what is cited in the Sources of Data were furnished, the Client is hereby advised that there may be legal restrictions on the subject property that are not shown on the Sketch or contained within this Report that may be found in the Public Records of Miami-Dade County, Florida or any other public and private entities as their jurisdictions may appear.

This document does not represent a field boundary survey of the described property, or any part or parcel thereof.

SURVEYOR'S CERTIFICATE:

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

Abraham Hadad, P.S.M.

For The Firm
Professional Surveyor and Mapper LS6006
State of Florida
HADONNE CORP.
Land Surveyors and Mappers
Certificate of Authorization LB7097
1985 NW 88 Court, Suite 101
Doral, Florida 33172
305.266.1188 phone
305.207.6845 fax
Date: December 28, 2020

NOTICE: Not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper. Each Sheet as incorporated therein shall not be considered full, valid and complete unless attached to the others. This Notice is required by Rule 5J-17.051 of the Florida Administrative Code.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
for
Flagler Global Logistics
prepared by:



HADONNE

LAND SURVEYOR AND MAPPERS
3D LASER SCANNING
UTILITY COORDINATION
SUBSURFACE UTILITY ENGINEERING

EXHIBIT "A"

STORMWATER MANAGEMENT PARCEL "B"

LEGAL DESCRIPTION:

A portion of West 100th Street (NW 154th Street) Right of Way as shown on the Plat of "RINKER LAKE", according to the plat thereof, as recorded in Plat Book 82, at Page 47, and the Plat of "COUNTYLINE CORPORATE PARK SOUTH", according to the plat thereof, as recorded in Plat Book 175, at Page 16, both recorded on the public records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southwest Corner of Tract "A" of said plat of "COUNTYLINE CORPORATE PARK SOUTH"; thence N89°39'18"E along the South Line of said Tract "A" of "COUNTYLINE CORPORATE PARK SOUTH", said line also being the North Right of Way Line of West 100th Street (NW 154th Street) for 994.35 feet to the POINT OF BEGINNING of the parcel of land hereinafter described; thence continue N89°39'18"E along said South Line of Tract "A" and also being the North Right of Way Line of West 100th Street (NW 154th Street) for 235.92 feet; thence S00°19'59"E for 70.00 feet; thence S89°39'18"W along a line parallel with and 70 feet South of the South Line of said Tract "A", said line also being the North Right of Way Line of West 100th Street (NW 154th Street) for 235.92 feet; thence N00°19'59"W for 70.00 feet to the Point of Beginning.

Containing 16,515 Square feet, more or less, by calculations.

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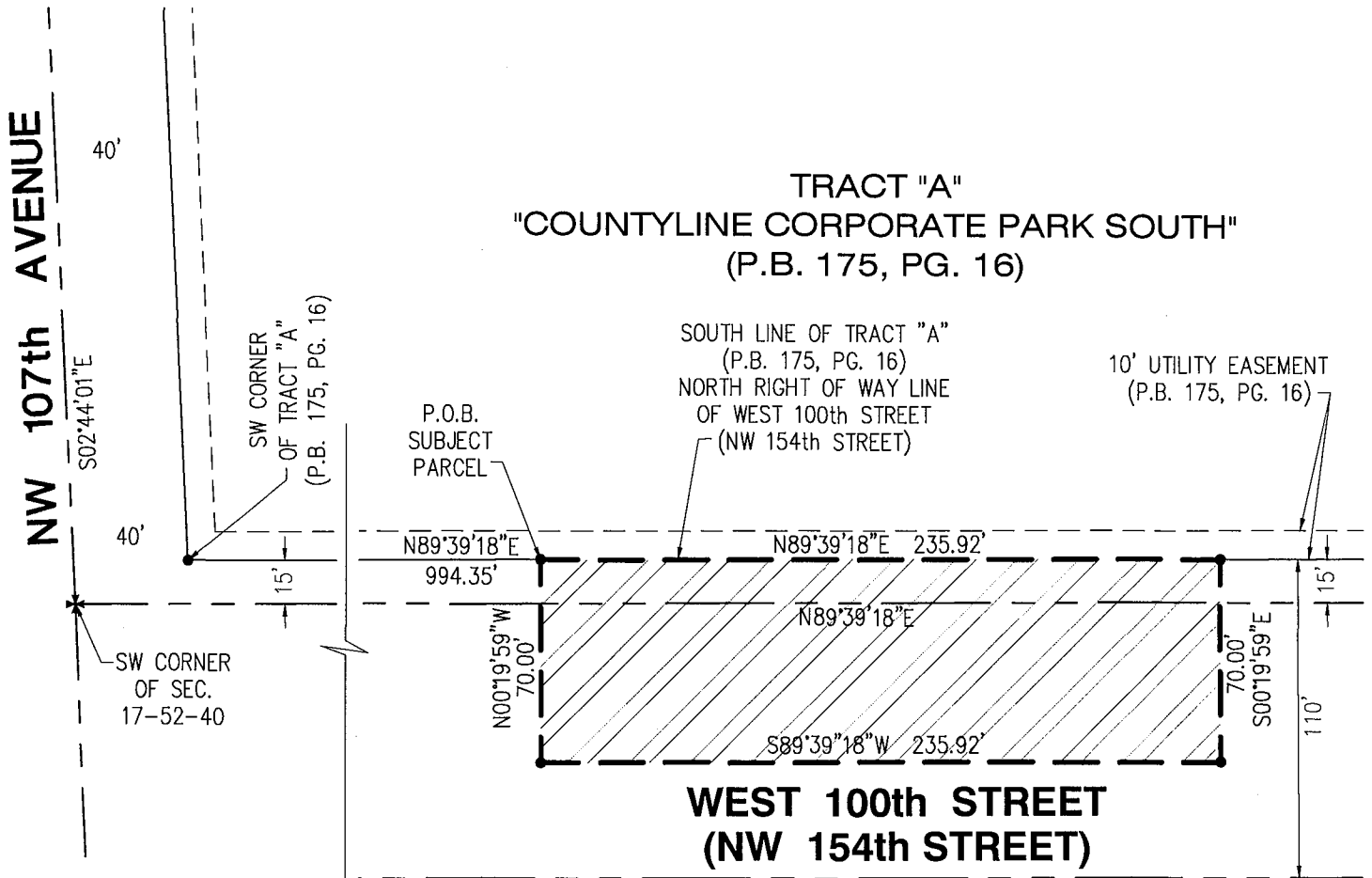
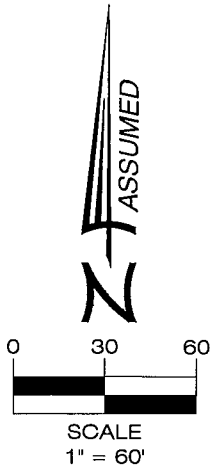


HADONNE

LAND SURVEYOR AND MAPPERS
3D LASER SCANNING
UTILITY COORDINATION
SUBSURFACE UTILITY ENGINEERING

EXHIBIT "A"

STORMWATER MANAGEMENT PARCEL "B"



LEGEND

- P.B. = PLAT BOOK
- O.R.B. = OFFICIAL RECORDS BOOK
- PG. = PAGE
- SEC. = SECTION
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- R = RADIUS CURVE
- Δ = CENTRAL ANGLE
- A = ARC LENGTH
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY

TRACT "A"
"RINKER LAKE"
(P.B. 82, PG. 47)

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EXHIBIT "A"

STORMWATER MANAGEMENT PARCEL "B"

SOURCES OF DATA:

The Legal Description was generated from the following record Plats:

1. "COUNTYLINE CORPORATE PARK SOUTH" as recorded in Plat Book 175, at Page 16 of the public records of Miami-Dade County, Florida.
2. "RINKER LAKE" as recorded in Plat Book 82, at Page 47 of the public records of Miami-Dade County, Florida.

Bearings as shown hereon are based upon the South Line of the Southwest 1/4 of Section 17, Township 52 South, Range 40 East, Miami-Dade County, Florida, with an assumed bearing of N89°39'18"E.

EASEMENTS AND ENCUMBRANCES:

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LIMITATIONS:

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SURVEYOR'S CERTIFICATE:

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

Abraham Hadad, P.S.M.

For The Firm
Professional Surveyor and Mapper LS6006
State of Florida
HADONNE CORP.
Land Surveyors and Mappers
Certificate of Authorization LB7097
1985 NW 88 Court, Suite 101
Doral, Florida 33172
305.266.1188 phone
305.207.6845 fax
Date: December 2, 2020

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EXHIBIT "C"

STORMWATER AREA MAINTENANCE PLAN

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

Maintenance Activities include the following activities:

- Maintenance of the configuration, slopes and elevation as detailed on the site plan as approved under cut and fill No. 828.
- Removal of any silt, debris, solid waste and/or fill illegally placed in the Storm water Management Area.
- Maintaining the Storm water Management Area free of noxious and/or exotic vegetation with the exotic removal to be completed by a licensed herbicide applicator registered in the State of Florida.
- Maintenance of the Storm water Management Area will be in accordance with the approved schedule referenced above and control techniques approved by RER/DERM or its successor or assigns department for the control of noxious/or exotic vegetation, as applicable.
- Maintenance of native plant communities.

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

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