

Memorandum



Date: December 2, 2008

To: Honorable Chairman Bruno A. Barreiro and Members,
Board of County Commissioners

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

From: George M. Burgess
County Manager

A handwritten signature in black ink, appearing to read "G. Burgess", written over the printed name of George M. Burgess.

Subject: Resolution Authorizing the Acceptance of Two (2) Environmentally Endangered Lands
Covenants in Miami-Dade County

Recommendation

It is recommended that the Board approve the attached resolution authorizing the acceptance of two (2) covenants running with the land for the preservation and maintenance of environmentally endangered lands (EEL) listed below and attached hereto.

Scope

These covenants are for properties located in Commission Districts 8 and 9 (Comm. Sorenson and Comm. Moss).

Fiscal Impact/Funding Source

Upon execution of the covenants and approval by the Board, these properties will receive preferential tax treatment through reductions in their assessed values from the Miami-Dade County Property Appraiser in accordance with Sec. 193.501(3)(a) of the Florida Statutes.

Track Record/Monitor

The Director of the Department of Environmental Resources Management (DERM) will monitor these covenants as allowed by Chapter 25B (Article II) of the Miami-Dade County Code.

Background

Chapter 25B (Article II) of the Miami-Dade County Code was approved by the Board of County Commissioners pursuant to Ordinance No. 79-105 on December 4, 1979. This ordinance allows qualifying owners in Miami-Dade County to voluntarily enter into a 10-year covenant with the Board, stipulating that their property will be preserved and maintained in its natural state subject to one or more conservation restrictions. The purpose of the ordinance is to provide an economic incentive for owners of environmentally endangered lands, such as hammocks and pinelands, to manage their land; thereby maintaining the land's natural resource values. This is particularly significant in the rural areas of Miami-Dade County where many property owners have an economic incentive to clear forested lands and replace them with fruit groves or vegetable crops in order to qualify for an agricultural tax exemption.

Upon execution of the covenant and approval by the Board, the property will receive preferential tax treatment by receiving a substantial reduction in its assessed value from the Miami-Dade County Property appraiser in accordance with the criteria in Section 193.501 (3)(a), Florida Statutes. This will result in tax savings to the property owner.

In the event that a property owner breaches any portion of the covenant, the property owner is then liable for all back taxes (i.e. taxes that would have been required had the endangered land assessment not been obtained) plus state-mandated interest penalties on the back taxes.

DERM is responsible for the evaluation of all applications for environmentally endangered lands tax exemptions. Factors considered by DERM in reviewing applications include ecological significance, site integrity, farming suitability, agricultural tax exemption and the likelihood of further subdivision of the site. Existing zoning for each application is also considered by DERM.

Once it has been determined that a site meets the minimum threshold for ecological significance and integrity, the application and covenant are submitted to the Board for approval.

The subject sites, listed below, meet the above-mentioned criteria for environmentally endangered lands. Therefore, the Director of DERM is recommending approval for acceptance of two (2) EEL covenants for these properties.

New Covenants

- 1) Surrey Investments, LLC, c/o Lourdes Nuñez (1.03 acres of pine rockland)
Folio #30-5932-001-0080 located at 16900 SW 162nd Avenue, Miami-Dade County, Florida.

- 2) Dunagan's Fruit Groves, LLC, c/o Larry W. Dunagan (5 acres of pine rockland)
Folio #30-6916-001-0701 located on NE corner of SW 152nd Avenue and SW 232nd Street,
Miami-Dade County, Florida.



Assistant County Manager



MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: December 2, 2008

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

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

Please note any items checked.

- "4-Day Rule" ("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
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(D)(1)(M)
12-2-08

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ACCEPTANCE OF
TWO (2) ENVIRONMENTALLY ENDANGERED LANDS
COVENANTS IN MIAMI-DADE COUNTY, FLORIDA

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

WHEREAS, the attached Covenants, identified as folio 30-5932-001-0080, 16900 SW 162nd Avenue (1.03 acres of pine rockland); and folio 30-6916-001-0701, in the vicinity of SW 152nd Avenue and SW 232nd Street (5 acres of pine rockland), have been submitted pursuant to Chapter 25B of the Code of Miami-Dade County, and Section 193.501, Florida Statutes, which Ordinance and Statute provide for beneficial ad valorem tax classifications for outdoor recreational or parkland and environmentally endangered lands; and

WHEREAS, the attached Covenants have been executed and are being proffered to this Board for acceptance, as indicated in the Manager's memorandum, a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, this Board finds that the attached Covenants meet the criteria for County acceptance as set forth in Chapter 25B of the Code of Miami-Dade County,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby accepts the attached Covenants and directs the County Clerk to promptly record same in the Official Records of Miami-Dade County; to record applicable joinder by mortgagees upon proper execution and review by the County Attorney's Office; and to forward a certified copy of same to the Property Appraiser.

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:

	Bruno A. Barreiro, Chairman	
	Barbara J. Jordan, Vice-Chairwoman	
Jose "Pepe" Diaz		Audrey M. Edmonson
Carlos A. Gimenez		Sally A. Heyman
Joe A. Martinez		Dennis C. Moss
Dorrin D. Rolle		Natacha Seijas
Katy Sorenson		Rebeca Sosa
Sen. Javier D. Souto		

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of December, 2008. 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.



Robert A. Duvall

ATTACHMENT A

COVENANT RUNNING WITH THE LAND OF SURREY INVESTMENTS, LLC IN FAVOR OF THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, CONCERNING ENVIRONMENTALLY ENDANGERED LAND LOCATED AT 16900 SW 162ND AVENUE, MIAMI-DADE COUNTY, FLORIDA 33187.

The undersigned, Surrey Investments, LLC, being owner(s) of a parcel of real property legally described as set forth in Exhibit A, attached hereto and incorporated herein by reference, and located at 16900 SW 162nd Avenue, Miami-Dade County, Florida, and furthermore identified for ad valorem tax purposes by all or part of Folio Number 30-5932-001-0080, (hereinafter referred to as the "property") which property contains the items set forth in Exhibit B, attached hereto and incorporated herein by reference, hereby create(s) a covenant, on behalf of the undersigned owner('s)(s') heirs, successors, assigns and grantees, running with the land to and in favor of the Board of County Commissioners of Miami-Dade County, Florida (hereinafter referred to as the "Board"), their successors and assigns, with respect to the Property, as follows:

1. The covenant created hereby is created pursuant to F.S. 193.501 and Chapter 25B of the Code of Miami-Dade County, Florida.
2. The undersigned owner(s) covenant with the Board that the Property shall be maintained in its present natural state.
3. The undersigned owner(s) covenant with the Board that the Property shall be and the same is hereby subject to the conservation restriction(s) necessary to maintain the Property in

such present state, as set forth in the management recommendations included in Exhibit B attached hereto and incorporated herein by reference.

4. The undersigned owner(s) covenant(s) and represent(s) that the undersigned owner(s) is/are the owner(s) in fee of the Property and that no other person or other legal entity of any kind whatsoever has any fee interest in the Property.

5. The undersigned owner(s) covenant(s) and agree(s) that the Board of County Commissioners of Miami-Dade County, Florida, through its authorized agents shall have the right, upon written notification to the owner(s) of the Property, to inspect the Property at reasonable times to determine whether the Property is being used and maintained in the manner promised by the undersigned owner(s) in this covenant. Should the County determine after such an inspection that some curative action on the Property is necessary in order to preserve the terms of this covenant, the County shall notify the owner(s) in writing by Certified Mail, return receipt requested at the last known mailing address of record, of the particular curative action to be taken by the owner(s) of the Property and the reasons therefore. The owner(s) shall take such curative action within a reasonable time, provided however, the owner(s) shall have the right to appeal such proposed curative action to the Board of County Commissioners by filing a written objection with the Clerk of the Board within thirty (30) days after receipt of written notification of said proposed curative action and the reasons therefore. The undersigned owner(s) covenant(s) and agree(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 preliminary

and permanent, prohibitory and mandatory injunctions as well as otherwise provided for by law or ordinance.

6. As provided herein, this covenant may be renewed at the discretion of the owner(s) of the property for successive ten (10) year periods following the termination of the first ten (10) year period. Upon the owner's filing with the Clerk of the Courts for recording a written notification of the owner's intent to renew, this covenant shall be renewed for an additional ten (10) year period. Said written notification shall be made to the Clerk of the Courts not later than thirty (30) days prior to the expiration date of the covenant. Contemporaneous to the written notification above, a copy of the owner's notification letter shall be provided to the Miami-Dade County Department of Environmental Resources Management.
7. After this Covenant is accepted by the Board, the Covenant, together with a certified copy of the Board's resolution accepting the Covenant, shall be promptly filed with the Clerk of Court for recording in the official records of Miami-Dade County and a copy sent to the Miami-Dade County Property Appraiser.
8. After this Covenant is executed by the owner(s) of the Property and accepted by the Board and during the time this Covenant is in force and effect, the Property Appraiser shall assess the Property for ad valorem tax purposes in conformance with Chapter 25B, Code of Miami-Dade County, Florida, and Section 193.501, Florida Statutes.

9. After this Covenant is executed by the owner(s) of the Property and accepted by the Board, neither the owner(s) of the Property nor anyone with the owner('s)(s') knowledge or consent shall use the Property or modify the present state of the Property in any manner inconsistent with this Covenant without first obtaining a written release from the Board as required by Chapter 25B of the Code of Miami-Dade County, Florida.

10. The owner(s) of the Property may be released from this Covenant for the reasons and in accordance with the procedures and conditions set forth in F.S. 193.501 and Chapter 25B of the Code of Miami-Dade County, Florida.

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this 25th day of September, 2008.

INDIVIDUAL

WITNESSES:

sign [Signature]
print Karem Cebollero-Toribio
sign [Signature]
print Elisa Cardente
sign [Signature]
print Karem Cebollero-Toribio
sign [Signature]
print Elisa Cardente

OWNER(S):

sign [Signature]
print Louides Nunez
Address 16900 SW 162 Ave
sign [Signature]
print MARY LUCIA RYAN
Address 16900 SW 162 AVE

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 25th day of September, 2008, by Louides Nunez, Mary Lucia Ryan, who is personally known to me or who has produced _____ as identification and who did take an oath.



STEPHANY PEREZ
MY COMMISSION # DD 437436
EXPIRES: June 5, 2009
Bonded Thru Budget Notary Services

NOTARY PUBLIC:

sign [Signature]
print STEPHANY PEREZ
State of Florida at Large (Seal)
My Commission Expires:

THIS INSTRUMENT PREPARED BY:

Joaquin Alonso, Biologist II
Miami-Dade County Department of Environmental Resources Management
701 NW 1st Court,
Miami, Florida 33136

**EXHIBIT A
LEGAL DESCRIPTION**

Folio Number: 30-5932-001-0080

Property Address: 16900 SW 162nd Avenue,
Miami-Dade County, Florida.

Legal description: 32 55 39 2.343 AC
SPENCER & FOLLETTS SUB PB 3-82
LOT 9 LESS S1051.18FT
SUBJECT TO NFC REST ON .99 AC
OR 21327-0762 052003 4
COC 22696-4111 09 2004 1

Exhibit B
Pine Rockland Management Plan
for Surrey Investments LLC

Location: SW 168th Street & SW 162nd Avenue, Miami-Dade County, Florida.

Size: 2.34 acres parcel (as per property tax appraiser's office (ptxa) information)
1.03 acres of pine rockland qualify for
an Environmentally Endangered Lands (EEL) covenant.

Folio #: 30-5932-001-0080

Forest Type: Pine rockland

Location:

The property is located on the south-west corner of the intersection between SW 168th Street and SW 162nd Avenue. This vacant parcel adjoins the lot were the property owners reside (south parcel). The property is located outside the urban development boundary (UDB) and is surrounded by a mix of agricultural lands and residential properties.

Property Information:

The lot consists of 2.34 acres of which 1.03 acres qualify for an EEL Covenant. In 1984 this property received the County's designation of pine rockland Natural Forest Community (NFC). The property owner's residence is contiguous to this lot. Although two distinct folios, the properties are not divided by fences.

Pine rocklands were once South Florida's dominant plant community, occupying about 186,000 acres in the Miami rock ridge, which is a large limestone outcropping that extends south from the Miami River to Everglades National Park. Because of its high elevation, the Miami rock ridge was the first area to be impacted by development. The clearing of large tracts for development has now reduced pine rocklands to about 20,000 acres, most of which are now protected inside Everglades National Park. The pine rockland's canopy is dominated almost exclusively by slash pines. Beneath this canopy lays a rich understory composed of grasses, sedges, palms, vines, and shrubs of temperate and tropical origin. The pine rockland community is classified as Globally Imperiled by the Florida Natural Areas Inventory (FNAI) and it is South Florida's most floristically diverse plant community including several endemic species found only in this community. A sub-climatic community, pine rocklands have depended on fire to keep them from transitioning into hardwood hammocks. Fire exclusion has caused many properties that were formerly pine rockland to either transition into hammock or become invaded by non-native invasive species. This has caused a net loss of biodiversity and the extinction or near extinction of several plant species.

Present Condition:

The area of the lot that qualifies for an EEL covenant is in good condition. The site is fairly open and dominated by native species. The western portion, approximately 1/3 of the lot is cleared and contains no NFC (see attached map). Property owners had obtained a DERM NFC permit (#2006-020) for the clearing of a fire break around the tract as per request of fire marshal due to a wildfire that burned the property in the summer of 2006. The site's substrate is rather sandy and somewhat disturbed. The diversity of plant species is limited but at time of inspection biologists observed an abundant amount of wildlife at the site, including several species of birds, mammals, lizards and insects.

Conclusion

Overall, the NFC pine rockland on this property is in good condition. Future management of this property will center on preventing and maintaining the NFC free of invasive exotics. The wildfire that burned the site in 2006 helped in maintaining it free of too many invasive plants and invading hardwoods. However, hand removal of invasive species and pioneering hardwoods will be necessary in order to maintain the existing plant community. Although prescribed burns are usually recommended this may be unattainable.

Ecological Goals:

1. Eliminate invasive exotic species and invasive vines from NFC pineland.
2. Maintain open canopy to promote and preserve herbaceous pine rockland plant species.
3. Promote regeneration and growth of native pineland species to maintain the site's biodiversity.
4. Provide suitable habitat for native wildlife.

Management Goals:

1. Reduce and eliminate invasive species cover throughout the pineland and selectively thin the canopy and the understory to promote and preserve herbaceous pine rockland plant species.
2. Eliminate all invasive exotic plant species from the interior and the perimeter of the pineland area and prevent recolonization.
3. Eliminate pioneering hardwoods from area.
4. DERM will periodically inspect property to ensure that management goals are achieved.

Management Techniques and Schedule for pine rockland:

- Year 1-3:** -Removal and herbicide treatments of all invasive vine species and invasive exotic species.
-Selective hand removal of any hardwood hammock trees from the interior of area.
-Plant native slash pine seedlings as well as other pineland plant species to promote recolonization.
- Year 3-6:** -Continue to eradicate invasive vines and invasive plants species. Retreat any resprouting or recolonizing invasive exotic plants.
-Thin out any hardwoods shading out shrubs and groundcover.
-Monitor pine seedlings as well as native plants for recolonization and health.
- Year 6-7:** -Continue to eradicate invasive vines and exotic and invasive plants.
-Monitor any pine seedlings as well as native herbaceous recolonization in areas previously hand cleared of exotics.
-Maintain open understory and firebreaks.
- Year 8-10:** -Continue exotic and invasive eradication. Monitor slash pine and native plant regeneration and health.

Species list*

Scientific Name

Common Name

Trees and Shrubs

Pinus elliottii	South Florida Slash Pine
Quercus virginiana	Live Oak
Quercus pumila	Running Oak
Swietenia mahagoni	Mahogany
Ficus aurea	Strangler Fig
Ficus citrifolia	Banyan Tree
Randia aculeata	White Indigoberry
Rhus copallina	Southern Sumac

Palms, palmettos and cycads

Sabal palmetto
Serenoa repens
Coccothrinax argentata

Cabbage Palm
Saw Palmetto
Silver Palm

Shrubs, forbes and woody groundcover

Bidens alba
Crotalaria pumila
Chamaecrista deeringiana
Physalis sp.
Angadenia berteroi
Polygala grandiflora
Ayenia euphrasiifolia
Hediotis nigricans
Koanophyllon villosum
Galium hispidulum
Cnidocolus stimulosus
Melanthera parvifolia
Piriqueta caroliniana
Euphorbia pinetorum
Morinda royoc
Zamia integrifolia
Ambrosia artemisiifolia
Rhus coppalinum

Spanish-needles
Pineland Rattlebox
Deering Partridge Pea
Groundcherry sp.
Pineland Allamanda
Showy Milkwort
Eyebright ayenia
Florida Diamondflowers
Shrub Eupatorium
Bedstraw
Tread-softly
Blackanthers
Pitted Stripeseed
Pineland Poinsettia
Yellowroot
Coontie
Ragweed
Winged Sumac

Vines and scandent shrubs

Momordica charantia
Passiflora suberosa
Smilax auriculata
Echites umbellata
Jacquemontia curtisii
Vitis rotundifolia
Parthenocissus quinquefolia

Wild Balsam-apple
Corky-stemmed Passion-flower
Greenbrier
Devil's Potato
Pineland Clustervine
Muscadine
Virginia Creeper

Ferns

Anemia adiantifolia
Pteridium aquilinum
Polypodium triseriale

Pine Fern
Southern Braken fern
Angle-vein fern

Non-native / Invasive Species

Jasminum dichotomum
Neyraudia reynaudiana
Albizia lebbeck
Mucunia prurens
Schinus terebinthifolius
Carica papaya
Abrus precatorius
Dioscorea bulbifera
Lantana camara

Jasmine vine
Burma-reed
Woman's tongue
Cow-itch, velvetbean
Brazilian-pepper
Papaya
Rosary Pea
Air potato
Shrubverbena

***Please note that this is not a complete species list including all of the different plant species found within the property but this list does include the plants / vegetation that makes up for the highest percentage of overall biomass within the property.**

MANAGEMENT PLAN AGREEMENT

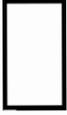
I, Lourdes Nunez hereby certify that I have read and understood this management plan, and agree to follow its management recommendations.


SIGNATURE

9/25/08
DATE

30-5932-001-0080 Surrey Investments, LLC EEL Covenant Map



 Property Boundaries

 EEL Covenant Area
1.03 Acres

Inspection Type:
Boundary

SW 162 Avenue

SW 168 Street

Folio 30-5932-001-0080



30 0 30 Feet



Data Collected by: TJ, JA 6/9/08
08forest_resources.apr
Digital Image Dated: 2007
Map Made by: HG 6/26/08

**AFFIDAVIT OF MEMBERS, MANAGING MEMBERS,
AND MANAGERS OF FLORIDA LIMITED LIABILITY COMPANY**

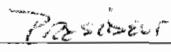
WE, (Print full name(s) and all title(s) of person(s) or entity(s) in the following spaces; if more space needed print additional names and title(s) on separate paper marked as Exhibit A and attach Exhibit A to this Affidavit; the list of names and titles shall include all names on the list required by Section 608.4101(1)(a), Fla. Stat. (2004), as same may be amended from time to time)

<u>Full name</u>	<u>Title(s)</u>
<u>LOURDES NUÑEZ</u>	<u>PRESIDENT, VICE PRESIDENT</u>
<u>LOURDES NUÑEZ</u>	<u>TREASURER</u>
<u>MARY LUCIA RYAN</u>	<u>SECRETARY</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

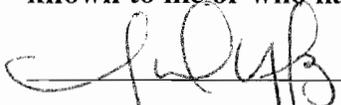
hereby swear or affirm that :

1. The foregoing persons or entities set forth above and on Exhibit A, if applicable, which Exhibit A is attached hereto and incorporated herein by reference hereto, constitute and are all of the Members, Managing Members, and Managers, as those terms are defined in Section 608.402, Fla. Stat.(2004), as same may be amended from time to time, of the Florida Limited Liability Company known as SURREY INVESTMENTS, LLC (Print name of the Florida Limited Liability Company as the name appears in the Articles of Organization currently filed with the Secretary of State of the State of Florida);
2. There are no Members, Managing Members or Managers of the aforesaid Florida Limited Liability Company other than the persons or entities set forth above and on Exhibit A, if applicable.
3. There are no provisions in any Articles of Organization of the aforesaid Florida Limited Liability Company or in any operating agreement, written or oral, of the aforesaid Florida Limited Liability Company, as those terms are defined in Section 608.402, Fla. Stat.(2004), as same may be amended from time to time, which prohibit, restrict or limit in any way or in any manner the execution of the instrument or document attached hereto and incorporated herein by reference hereto, to wit, EEL COVENANT (Print the title of the instrument or document) by any of the foregoing persons or entities set forth above and on Exhibit A, if applicable, for and on behalf of the aforesaid Florida Limited Liability Company and to bind and obligate the aforesaid Florida Limited Liability as set forth in the foregoing instrument or document.

4. All of the foregoing persons or entities set forth above and on Exhibit A, if applicable, are authorized by the foregoing Florida Limited Liability Company, to execute the instrument or document attached hereto and incorporated herein by reference hereto, to wit, EEL COVENANT (Print the title of the instrument or document) for and on behalf of the aforesaid Florida Limited Liability Company and to bind and obligate the aforesaid Florida Limited Liability Company as set forth in the foregoing instrument or document.
5. All of the provisions of this Affidavit shall be construed in accordance with the laws of the State of Florida.

 _____ Signature
 _____ Title(s)

Sworn to and subscribed before me this 25th day of SEPTEMBER, 2008
 (year) by Loude S. Nuñez (print name legibly), who is personally
 known to me or who has produced _____ (type of identification).

 _____ (Signature of Notary Public)
Stephany Perez _____ (Print, type or stamp name of notary public)

(Add additional Notary Public areas for all other LLC Members, Managing Members, and Managers, as needed)



L O U R D E S ' N U N E Z

September 22, 2008

Miami Dade County DERM
Natural Resources Planning Section
Joaquin Alonso, Biologist II
701 NW 1st Court, Suite 400
Miami, Fl 33136-3912

Dear Mr Alonso:

This letter is to inform you that there is no mortgage on the property owned by Surrey Investments, LLC, Folio No: 30-5932-001-0080. This property is fully owned by Surrey Investments, LLC.

Sincerely,



Lourdes Nunez
President of Surrey Investments, LLC

N/A

JOINDER/CORPORATE LIENHOLDER

NAME OF PROPERTY OWNER(S):

ADDRESS OF PROPERTY:

NAME OF INTEREST-HOLDER MORTGAGEE:

The undersigned mortgagee, lienholder, or holder of interest in the above-described property hereby consents to the Covenant between Miami-Dade County and the above property owner, a copy of which covenant is attached hereto:

SECRETARY

CORPORATION

DATE

PRESIDENT

(AFFIX CORPORATE SEAL)

ATTACHMENT B

COVENANT RUNNING WITH THE LAND OF DUNAGAN'S FRUIT GROVES, LLC IN FAVOR OF THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, CONCERNING ENVIRONMENTALLY ENDANGERED LAND LOCATED AT THE NORTHEAST CORNER OF SW 152ND AVENUE AND SW 232ND STREET, MIAMI-DADE COUNTY, FLORIDA.

The undersigned, Dunagan's Fruit Groves, LLC, being owner(s) of a parcel of real property legally described as set forth in Exhibit A, attached hereto and incorporated herein by reference, and located at the Northeast corner of SW 152nd Avenue and SW 232nd Street, Miami-Dade County, Florida, and furthermore identified for ad valorem tax purposes by all or part of Folio Number 30-6916-001-0701, (hereinafter referred to as the "property") which property contains the items set forth in Exhibit B, attached hereto and incorporated herein by reference, hereby create(s) a covenant, on behalf of the undersigned owner('s)(s') heirs, successors, assigns and grantees, running with the land to and in favor of the Board of County Commissioners of Miami-Dade County, Florida (hereinafter referred to as the "Board"), their successors and assigns, with respect to the Property, as follows:

1. The covenant created hereby is created pursuant to F.S. 193.501 and Chapter 25B of the Code of Miami-Dade County, Florida.
2. The undersigned owner(s) covenant with the Board that the Property shall be maintained in its present natural state.

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3. The undersigned owner(s) covenant with the Board that the Property shall be and the same is hereby subject to the conservation restriction(s) necessary to maintain the Property in such present state, as set forth in the management recommendations included in Exhibit B attached hereto and incorporated herein by reference.
4. The undersigned owner(s) covenant(s) and represent(s) that the undersigned owner(s) is/are the owner(s) in fee of the Property and that no other person or other legal entity of any kind whatsoever has any fee interest in the Property.
5. The undersigned owner(s) covenant(s) and agree(s) that the Board of County Commissioners of Miami-Dade County, Florida, through its authorized agents shall have the right, upon written notification to the owner(s) of the Property, to inspect the Property at reasonable times to determine whether the Property is being used and maintained in the manner promised by the undersigned owner(s) in this covenant. Should the County determine after such an inspection that some curative action on the Property is necessary in order to preserve the terms of this covenant, the County shall notify the owner(s) in writing by Certified Mail, return receipt requested at the last known mailing address of record, of the particular curative action to be taken by the owner(s) of the Property and the reasons therefore. The owner(s) shall take such curative action within a reasonable time, provided however, the owner(s) shall have the right to appeal such proposed curative action to the Board of County Commissioners by filing a written objection with the Clerk of the Board within thirty (30) days after receipt of written notification of said proposed curative action and the reasons therefore. The undersigned owner(s) covenant(s) and agree(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 preliminary and permanent, prohibitory and mandatory injunctions as well as otherwise provided for by law or ordinance.

6. As provided herein, this covenant may be renewed at the discretion of the owner(s) of the property for successive ten (10) year periods following the termination of the first ten (10) year period. Upon the owner's filing with the Clerk of the Courts for recording a written notification of the owner's intent to renew, this covenant shall be renewed for an additional ten (10) year period. Said written notification shall be made to the Clerk of the Courts not later than thirty (30) days prior to the expiration date of the covenant. Contemporaneous to the written notification above, a copy of the owner's notification letter shall be provided to the Miami-Dade County Department of Environmental Resources Management.
7. After this Covenant is accepted by the Board, the Covenant, together with a certified copy of the Board's resolution accepting the Covenant, shall be promptly filed with the Clerk of Court for recording in the official records of Miami-Dade County and a copy sent to the Miami-Dade County Property Appraiser.
8. After this Covenant is executed by the owner(s) of the Property and accepted by the Board and during the time this Covenant is in force and effect, the Property Appraiser shall assess the Property for ad valorem tax purposes in conformance with Chapter 25B, Code of Miami-Dade County, Florida, and Section 193.501, Florida Statutes.

9. After this Covenant is executed by the owner(s) of the Property and accepted by the Board, neither the owner(s) of the Property nor anyone with the owner('s)(s') knowledge or consent shall use the Property or modify the present state of the Property in any manner inconsistent with this Covenant without first obtaining a written release from the Board as required by Chapter 25B of the Code of Miami-Dade County, Florida.

 10. The owner(s) of the Property may be released from this Covenant for the reasons and in accordance with the procedures and conditions set forth in F.S. 193.501 and Chapter 25B of the Code of Miami-Dade County, Florida.
-

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this 23 day of September, 2008.

INDIVIDUAL

WITNESSES:

sign [Signature]

print GREGORY A. CAPE

sign [Signature]

print Mark Dunagan

sign _____

print _____

sign _____

print _____

OWNER(S)
sign [Signature]
owner

Dunagan's Fruit Groves, LLC

print Larry Wayne Dunagan

15025 SW 232 St.

Address Goulds, FL 33170

sign _____

print _____

Address _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 23 day of September, 2008, by Larry Dunagan, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:



JUDITH E. DAWKINS
MY COMMISSION # DD 538370
EXPIRES: May 14, 2010
Bonded Thru Budget Notary Services

sign [Signature]

print Judith E. Dawkins

State of Florida at Large (Seal)

My Commission Expires:

THIS INSTRUMENT PREPARED BY:

Joaquin Alonso, Biologist II
Miami-Dade County Department of Environmental Resources Management
701 NW 1st Court,
Miami, Florida 33136

**EXHIBIT A
LEGAL DESCRIPTION**

Folio Number: 30-6916-001-0701

Property Address: NE corner of SW 152nd Avenue and SW 232nd Street
Miami-Dade County, Florida.

Legal description: 16 56 39 5 AC
REDLAND CITRUS ORCHARDS
PB 5-31
S1/2 OF LOT 56-A LESS RD
SUBJECT TO NFC REST ON 4.00 AC
F/A/U FOLIO 30-6916-001-0700
OR 20597-1606 052002 4
COC 25037-1336 11 2004 5

Exhibit B
Pine Rockland Management Plan
for Dunagan's Fruit Groves, LLC

Location: NE corner of SW 152nd Avenue & SW 232nd Street, Miami-Dade County, Florida

Size: 5 acres
5 acres of pine rockland qualify for an Environmentally Endangered Lands (EEL) covenant.

Folio #: 30-6916-001-0701

Forest Type: Pine rockland

Location:

The property is located on the north-east corner of the intersection between SW 152nd Avenue and SW 232nd Street. The property is located outside the urban development boundary (UDB) and is surrounded by a mix of agricultural lands and residential properties.

Property Information:

The lot consists of 5 acres of which all qualify for an EEL Covenant. In 1984 this property received the County's designation of pine rockland Natural Forest Community (NFC).

Pine rocklands were once South Florida's dominant plant community, occupying about 186,000 acres in the Miami rock ridge, which is a large limestone outcropping that extends south from the Miami River to Everglades National Park. Because of its high elevation, the Miami rock ridge was the first area to be impacted by development. The clearing of large tracts for development has now reduced pine rocklands to about 20,000 acres, most of which are now protected inside Everglades National Park. The pine rockland's canopy is dominated almost exclusively by slash pines. Beneath this canopy lays a rich understory composed of grasses, sedges, palms, vines, and shrubs of temperate and tropical origin. The pine rockland community is classified as Globally Imperiled by the Florida Natural Areas Inventory (FNAI) and it is South Florida's most floristically diverse plant community including several endemic species found only in this community. A sub-climatic community, pine rocklands have depended on fire to keep them from transitioning into hardwood hammocks. Fire exclusion has caused many properties that were formerly pine rockland to either transition into hammock or become invaded by non-native invasive species. This has caused a net loss of biodiversity and the extinction or near extinction of several plant species.

Tropical hardwood hammocks contain primarily broadleaf and mostly hardwood evergreen trees growing on outcrops of limestone. Under natural conditions this community is rarely subject to fire and forms dense forests in relatively small areas, which is what is happening at the subject property. Hammocks are floristically rich and harbor some of Florida's rarest plants and serve also as habitat for a wide arrange of animal species.

Present Condition:

Although originally designated a pine rockland the property's natural areas have transitioned through the years. Portions of the property still maintain a fair diversity of native plants associated with both, pine rockland and hardwood hammock forest communities. The presence of hammock plants as well as pine rockland species gives the site an added value of diversity. Although some areas of the property contain exotics such as Brazilian pepper (*Schinus terebinthifolius*), jasmine vines (*Jasminum sp.*), woman's tongue tree (*Albezia lebeck*) and cane grass (*Neyraudia reynaudiana*) the interior of the site still maintains quality and diversity. The majority of the exotic invasive plant species are located around the edges of the property. The suppression of natural fires, so vital for pine rocklands, has promoted the growth of hardwood hammocks plant species. This has resulted in a mixed diversity of plant species associated with both communities.

The canopy of this property is dominated by native species such as wild tamarind (*Lysiloma latisiliguum*), gumbo limbo (*Bursera simaruba*), slash pine (*Pinus elliotii*), and sabal palm (*Sabal palmetto*). The understory and subcanopy layers of the site are dominated by natives such as wild coffee (*Psychotria nervosa*), *nervosa*), saw palmetto (*Serenoa repens*), willow bustic (*Sideroxylon salicifolium*) and Myrsine (*Rapanea punctata*). See below for a more complete plant list.

Conclusion

Overall, within the property we find a fair diversity of native plants that represent both the pine rocklands and hardwood hammocks (see species list). Fire suppression has contributed to the establishment of native hardwoods in the pineland area. The substrate through out the property has been disturbed in the past, but is still is in fair condition. Future management of this property will center on eliminating the existing invasive exotics starting from the interior of the parcel. Under natural conditions fire would naturally thin out hardwoods. Although prescribed burns are usually recommended this may be unattainable. A good diversity of native plants is present at the property, therefore the treatment of invasive exotics is imperative to preserve the condition of the property.

Ecological Goals:

1. Eliminate invasive exotic species from covenanted areas.
2. Maintain and preserve herbaceous pine rockland plant species and herbaceous hammock species.
3. Promote regeneration and growth of native pineland species to maintain the site's biodiversity.
4. Provide suitable habitat for native wildlife.

Management Goals:

1. Eliminate exotic plant species from interior of pineland to achieve less than 5% exotic sub-canopy cover within four (4) years.
2. Reduce native and exotic vine cover throughout the property and thin the understory to promote and preserve herbaceous pine rockland plant species.
3. Eradicate all invasive exotic plant species from perimeter and prevent recolonization.
4. Prevent reproduction of exotic seeds on site within five (5) years.
5. DERM will periodically inspect property to ensure that management goals are achieved.

Management Techniques and Schedule for pine rockland:

- Year 1-3:** -Removal and herbicide treatments of all invasive exotic plant species.
- Interior exotics should be treated first and work extended out to the perimeters. All exotic seedlings should be hand pulled if possible. Multiple herbicide treatments may be needed.
- Year 3-6:** -Continue to eradicate invasive plants species. Retreat any resprouting or recolonizing invasive exotic plants.
-Monitor pine seedlings as well as native plants for recolonization and health.
- Continue pulling exotic seedlings at least twice a year.
- Year 6-7:** -Continue to eradicate invasive plants.
-Monitor any pine seedlings as well as native herbaceous recolonization in areas previously hand cleared of exotics.
-Maintain open understory.
- Year 8-10:** -Continue exotic and invasive eradication. Monitor slash pine and native plant regeneration and health.
- Monitor hardwood and herbaceous understory regeneration and health.

Species list*

Scientific Name

Common Name

Trees and Shrubs

Pinus elliottii	South Florida Slash Pine
Quercus pumila	Running Oak
Swietenia mahagoni	Mahogany
Bursera simaruba	Gumbo-limbo
Psychotria nervosa	Wild Coffee
Metopium toxiferum	Poisonwood
Lysiloma latisiliquum	Wild-tamarind
Ficus aurea	Strangler Fig
Sideroxylon salicifolium	Willow-Bustic
Guettarda scabra	Rough Velvetseed
Exothea paniculata	Inkwood
Simarouba glauca	Paradise Tree
Randia aculeata	White Indigoberry

Palms, palmettos and cycads

Sabal palmetto	Cabbage Palm
Serenoa repens	Saw Palmetto
Coccothrinax argentata	Silver Palm

Shrubs, forbes and woody groundcover

Chamaecrista sp.	Partridge Pea sp.
Physalis sp.	Groundcherry sp.
Polygala grandiflora	Showy Milkwort
Koanophyllon villosum	Shrub Eupatorium
Chiococca parvilfolia	Pineland Snowberry
Cnidoscolus stimulosus	Tread-softly
Piriqueta caroliniana	Pitted Stripeseed
Morinda royoc	Yellowroot
Zamia integrifolia	Coontie
Rhus coppalinum	Southern Winged Sumac
Chiococca alba	Common Snowberry
Galium hispidulum	Bedstraw
Forestiera segregata	Florida Privet
Byrsonima lucida	Locustberry
Oeceoclades maculate	African Ground Orchid
Tetrazygia bicolor	West Indian-lilac

Vines and scandent shrubs

Passiflora suberosa
Smilax auriculata
Vitis rotundifolia
Toxicodendron radicans

Corky-stemmed Passion-flower
Greenbrier
Muscadine
Poison-Ivy

Ferns

Anemia adiantifolia
Pteridium aquilinum

Pine Fern
Southern Braken fern

Non-native / Invasive Species

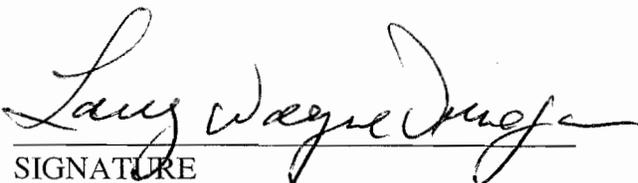
Jasminum dichotomum
Ardisia elliptica
Neyraudia reynaudiana
Albizia lebbek
Schinus terebinthifolius
Abrus precatorius
Tradescantia spathacea
Mangifera indica
Agave sp.

Jasmine vine
Shoebuttan ardisia
Burma-reed
Woman's tongue
Brazilian-pepper
Rosary Pea
Oyster plant
Mango
Century plant

***Please note that this is not a complete species list including all of the different plant species found within the property but this list does include the plants / vegetation that makes up for the highest percentage of overall biomass within the property.**

MANAGEMENT PLAN AGREEMENT

I, Larry Dunagan hereby certify that I have read and understood this management plan, and agree to follow its management recommendations.


SIGNATURE

9/23/2008
DATE

30-6916-001-0701 Dunagan's Fruit Grove, LLC EEL Covenant MAP



Property Boundaries

Covenanted Area
5.0 Acres



100 0 100 Feet



Data Collected by: T.J. JA, IP 5/21/08
08forest_resources.apr
Digital Image Dated: 2007
Map Made by: HG 9/8/08

**AFFIDAVIT OF MEMBERS, MANAGING MEMBERS,
AND MANAGERS OF FLORIDA LIMITED LIABILITY COMPANY**

WE, (Print full name(s) and all title(s) of person(s) or entity(s) in the following spaces; if more space needed print additional names and title(s) on separate paper marked as Exhibit A and attach Exhibit A to this Affidavit; the list of names and titles shall include all names on the list required by Section 608.4101(1)(a), Fla. Stat. (2004), as same may be amended from time to time)

<u>Full name</u>	<u>Title(s)</u>
<u>Larry Wayne Dunagan</u>	<u>owner</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

hereby swear or affirm that :

1. The foregoing persons or entities set forth above and on Exhibit A, if applicable, which Exhibit A is attached hereto and incorporated herein by reference hereto, constitute and are all of the Members, Managing Members, and Managers, as those terms are defined in Section 608.402, Fla. Stat.(2004), as same may be amended from time to time, of the Florida Limited Liability Company known as Dunagan's Fruit Groves LLC (Print name of the Florida Limited Liability Company as the name appears in the Articles of Organization currently filed with the Secretary of State of the State of Florida);
2. There are no Members, Managing Members or Managers of the aforesaid Florida Limited Liability Company other than the persons or entities set forth above and on Exhibit A, if applicable.
3. There are no provisions in any Articles of Organization of the aforesaid Florida Limited Liability Company or in any operating agreement, written or oral, of the aforesaid Florida Limited Liability Company, as those terms are defined in Section 608.402, Fla. Stat.(2004), as same may be amended from time to time, which prohibit, restrict or limit in any way or in any manner the execution of the instrument or document attached hereto and incorporated herein by reference hereto, to wit, Articles of Incorporation (Print the title of the instrument or document) by any of the foregoing persons or entities set forth above and on Exhibit A, if applicable, for and on behalf of the aforesaid Florida Limited Liability Company and to bind and obligate the aforesaid Florida Limited Liability as set forth in the foregoing instrument or document.

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4. All of the foregoing persons or entities set forth above and on Exhibit A, if applicable, are authorized by the foregoing Florida Limited Liability Company, to execute the instrument or document attached hereto and incorporated herein by reference hereto, to wit, Articles of Incorporation (Print the title of the instrument or document) for and on behalf of the aforesaid Florida Limited Liability Company and to bind and obligate the aforesaid Florida Limited Liability Company as set forth in the foregoing instrument or document.
5. All of the provisions of this Affidavit shall be construed in accordance with the laws of the State of Florida.

Larry Wayne Duagaa Owner
 Signature Title(s)

Sworn to and subscribed before me this 23 day of September, 2008
 (year) by Larry Duagaa (print name legibly), who is personally known to me or who has produced _____ (type of identification).

Judith E. Dawkins (Signature of Notary Public)

Judith E. DAWKINS (Print, type or stamp name of notary public)

(Add additional Notary Public areas for all other LLC Members, Managing Members, and Managers, as needed)



JUDITH E. DAWKINS
 MY COMMISSION # DD 538370
 EXPIRES: May 14, 2010
 Bonded Thru Budget Notary Services

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JOINDER/CORPORATE LIENHOLDER

NAME OF PROPERTY OWNER(S):

ADDRESS OF PROPERTY:

NAME OF INTEREST-HOLDER MORTGAGEE:

NONE *Larry [unclear]*

The undersigned mortgagee, lienholder, or holder of interest in the above-described property hereby consents to the Covenant between Miami-Dade County and the above property owner, a copy of which covenant is attached hereto:

SECRETARY

CORPORATION

DATE

PRESIDENT

(AFFIX CORPORATE SEAL)