

# MEMORANDUM

Agenda Item No. 8(M)(2)

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**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

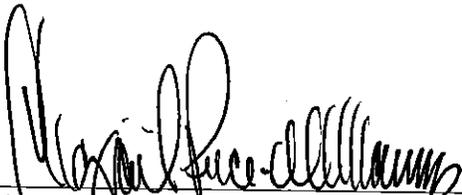
**DATE:** December 1, 2015

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Resolution accepting fourteen  
(14) Environmentally  
Endangered Lands Covenants  
in Miami-Dade County, Florida

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The accompanying resolution was prepared by the Regulatory and Economic Resources Department and placed on the agenda at the request of Co-Prime Sponsors Commissioner Dennis C. Moss, Commissioner Daniella Levine Cava and Commissioner Xavier L. Suarez.

  
\_\_\_\_\_  
Abigail Price-Williams  
County Attorney

APW/cp

# Memorandum



**Date:** December 1, 2015

**To:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez". The signature is written in a cursive style and is positioned to the right of the "From:" field.

**Subject:** Resolution Accepting 14 Environmentally Endangered Lands Covenants in Miami-Dade County

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## **Recommendation**

It is recommended that the Board of County Commissioners (Board) authorize the acceptance of 14 covenants running with the land for the preservation and maintenance of environmentally endangered lands listed below and attached as attachments to the resolution.

## **Scope**

These covenants are for properties located in Commission Districts 7, 8, and 9, which are represented by Commissioner Xavier L. Suarez, Commissioner Daniella Cava Levine, and Commissioner Dennis C. Moss, respectively.

## **Fiscal Impact/Funding Source**

Under Sec. 193.501(3)(a), Florida Statutes, and Chapter 25B of the Code of Miami-Dade County (Code), these properties will receive preferential tax treatment through reductions in their assessed values from the Miami-Dade County Property Appraiser upon execution of the covenants and approval by the Board.

## **Track Record / Monitor**

The Manager of the Water Resources Coordination and Education Division in the Department of Regulatory and Economic Resources, Division of Environmental Resources Management, Craig Grossenbacher, will monitor these covenants.

## **Background**

On December 4, 1979, Chapter 25B (Article II) of the Code was approved by the Board under Ordinance No. 79-105. This ordinance allows qualifying owners 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 (1) or more conservation restrictions. Additionally, Ordinance No. 79-105 provides an economic incentive for owners of environmentally endangered lands, such as hammocks and pinelands, who choose to manage their land in a natural state and preserve the natural resource values. Renewals of existing covenants for additional 10-year periods are also available to willing property owners.

There are currently 86 properties with environmentally endangered lands covenants in Miami-Dade County, comprising a total of 413.6 acres. Many of the existing covenanted properties include pine rocklands that once covered 185,000 acres in Miami-Dade County, but are now officially designated as globally imperiled habitat. Over 225 native plants live in pine rocklands. More than 20 percent of those species are endemic, six (6) are federally listed as threatened or endangered and at least two (2) are locally extinct.

Under Chapter 25B of the Code, the Department of Regulatory and Economic Resources shall review proposed covenants and make recommendations to the Board as to whether the land qualifies as environmentally endangered. To qualify, lands must have: (a) unique ecological characteristics, (b) features of a rare or limited nature constituting wildlife habitat, (c) coastal protection elements, or (d) scientific, geologic or archaeological significance. Examples of lands qualifying under Chapter 25B are mangrove forests, hammock and tree islands, pinelands, wetlands and native cypress forests.

Once a site has been determined to qualify as environmentally endangered, the application and covenant are submitted to the Board for approval. Upon approval by the Board and execution of the attached covenants, the assessed property values will be reduced by the Property Appraiser's Office, resulting in tax savings for the property owners. If any portion of the covenant is breached, the property owner is then liable for all back taxes (i.e. taxes that would have been required had the endangered land designation not been granted) plus any required interest and/or penalties on the back taxes.

The sites listed below meet the criteria for environmentally endangered lands. Therefore, the resolution is recommended for approval of the attached 14 environmentally endangered lands covenants for the following properties in Miami-Dade County.

**New Covenant**

Attachment A: Orlando R. and Lizette M. DeArmas (1.00 acre of rockland hammock)  
Folio 30-6931-000-0104 at 17071 SW 266 Terrace

**Renewal Covenants**

Attachment B: Alejandro Knoepffler (1.54 acres of rockland hammock)  
Folio 03-5106-005-0080 at 9420 Old Cutler Road

Attachment C: Jeffrey P. and Liliana C. Agron (0.36 acre of rockland hammock)  
Folio 20-5013-023-0130 at 6545 SW 133 Drive

Attachment D: Ricardo F. and Virginia L. Arnaldo (3.74 acres of pine rockland)  
Folio 30-6826-000-0240 at 25005 SW 197 Avenue

Attachment E: Hammock Restoration, Inc. (2.50 acres of rockland hammock)  
Folio 30-6916-001-0460 near SW 224 Street and SW 154 Avenue

Attachment F: William H. and Vina R. Riley (4.52 acres of rockland hammock)  
Folio 30-6916-001-0540 at 22000 SW 154 Avenue

Attachment G: Margaret M. Thompson (2.28 acres of pine rockland)  
Folio 30-6921-000-0120 at 14840 SW 238 Street

Attachment H: Carol Huestis Revocable Living Trust (3.61 acres of pine rockland)  
Folio 30-6921-000-0160 at 14750 SW 238 Street

Attachment I: Kelly and Robert Bassing (2.43 acres of pine rockland)  
Folio 30-6928-000-0304 at 15345 SW 256 Street

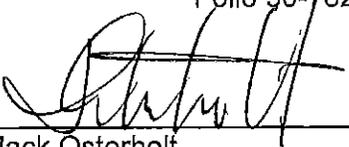
Attachment J: Philippe Mazure (1.09 acres of transitional pine rockland/hardwood hammock)  
Folio 30-6931-000-0575 at 26550 SW 172 Avenue

Attachment K: Tan Wee Kiat (4.09 acres of tropical hardwood hammock)  
Folio 30-6933-000-0304 at 26615 SW 157 Avenue

Attachment L: Keith L. and Kathryn Morrison (1.64 acres of rockland hammock and transitional pine rockland/hardwood hammock), Folio 30-7810-000-0080 at 19921 SW 304 Street

Attachment M: Carlos A. Machado (4.26 acres of rockland hammock and transitional pine rockland/hardwood hammock), Folio 30-7810-000-0081 at 19975 SW 304 Street

Attachment N: Donald H. and Loida B. Knuth (0.68 acre of pine rockland)  
Folio 30-7823-003-0145 in the vicinity of SW 334 Street and SW 192 Avenue.

  
\_\_\_\_\_  
Jack Osterholt  
Deputy Mayor

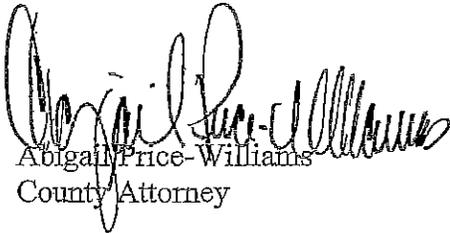


# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** December 1, 2015

**FROM:**   
Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No. 8(M)(2)

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 \_\_\_\_\_, 3/5's \_\_\_\_\_, unanimous \_\_\_\_\_) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(M)(2)  
12-1-15

RESOLUTION NO. \_\_\_\_\_

RESOLUTION ACCEPTING FOURTEEN (14)  
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 fourteen (14) covenants have been submitted pursuant to Chapter 25B of the Code of Miami-Dade County, and Section 193.501, Florida Statutes, which both provide for beneficial ad valorem tax classifications for outdoor recreational or parkland and environmentally endangered lands, covering properties identified as:

1. Folio 30-6931-000-0104 at 17071 SW 266 Terrace, 1.00 acre of rockland hammock (Attachment A);
2. Folio 03-5106-005-0080 at 9420 Old Cutler Road, 1.54 acres rockland hammock (Attachment B);
3. Folio 20-5013-023-0130 at 6545 SW 133 Drive, 0.36 acre rockland hammock (Attachment C);
4. Folio 30-6826-000-0240 at 25005 SW 197 Avenue, 3.74 acres of pine rockland (Attachment D);
5. Folio 30-6916-001-0460 in the vicinity of SW 224 Street and SW 154 Avenue, 2.50 acres of rockland hammock (Attachment E);
6. Folio 30-6916-001-0540 at 22000 SW 154 Avenue, 4.52 acres of rockland hammock (Attachment F);

7. Folio 30-6921-000-0120 at 14840 SW 238 Street, 2.28 acres of pine rockland (Attachment G);
8. Folio 30-6921-000-0160 at 14750 SW 238 Street, 3.61 acres of pine rockland (Attachment H);
9. Folio 30-6928-000-0304 at 15345 SW 256 Street, 2.43 acres of pine rockland (Attachment I);
10. Folio 30-6931-000-0575 at 26550 SW 172 Avenue, 1.09 acres of transitional pine rockland/hardwood hammock (Attachment J);
11. Folio 30-6933-000-0304 at 26615 SW 157 Avenue, 4.09 acres of tropical hardwood hammock (Attachment K);
12. Folio 30-7810-000-0080 at 19921 SW 304 Street, 1.64 acres of rockland hammock and transitional pine rockland/hardwood hammock (Attachment L);
13. Folio 30-7810-000-0081 at 19975 SW 304 Street, 4.26 acres of rockland hammock and transitional pine rockland/hardwood hammock (Attachment M);
14. Folio 30-7823-003-0145 in the vicinity of SW 334 Street and SW 192 Avenue, 0.68 acre of pine rockland (Attachment N); and

**WHEREAS**, the attached covenants have been executed and are being proffered to this Board for acceptance, as indicated in the Mayor'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, pursuant to Resolution No. R-974-09, hereby directs the County Mayor or the County Mayor's designee to record the aforementioned covenants accepted herein and applicable joinders by mortgagees in the Public Records of Miami-Dade County, Florida; and to provide recorded copies of the covenants accepted herein and applicable joinders to the Clerk of the Board within thirty (30) days of the effective date of this resolution; directs the Clerk of the Board to attach and permanently store recorded copies of the covenants and applicable joinders together with this resolution; and directs the County Mayor or the County Mayor's designee to forward certified copies 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:

Jean Monestime, Chairman	
Esteban L. Bovo, Jr., Vice Chairman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 1<sup>st</sup> day of December, 2015. 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

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

ASR

Abbie Schwaderer-Raurell

## ATTACHMENT A

THIS INSTRUMENT PREPARED BY:

Orlando R. and Lizette M. De Armas

Mailing address:

17071 SW 266 Ter

Miami-Dade County, FL 33031

COVENANT RUNNING WITH THE  
LAND IN FAVOR OF MIAMI-DADE  
COUNTY, FLORIDA, CONCERNING  
ENVIRONMENTALLY ENDANGERED  
LAND LOCATED AT 17071 SW 266 TER,  
MIAMI-DADE COUNTY, FLORIDA,  
CURRENTLY FOLIO # 30-6931-000-0104

WHEREAS, the undersigned Owner, Orlando R. and Lizette M. De Armas, holds the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A," attached hereto, and hereinafter called the "Property," and

IN ORDER TO ASSURE the County that the representations made by the Owner in the application, pursuant to Chapter 25B of the Code of Miami-Dade County and Section 193.501 of the Florida Statutes, will be abided by the Owner freely, voluntarily, and without duress, the Owner makes the following Covenant covering and running with the property:

1. The EEL Preservation Area on the Property, as shown on the map attached hereto as Exhibit B and incorporated herein by reference, shall be maintained in its present natural state.
2. The EEL Preservation Area on the Property shall be and the same is hereby subject to the conservation restrictions set forth in Exhibit C, which is attached hereto and incorporated herein by reference, including, but not limited to, the requirement that the Owner, shall maintain the EEL Preservation Area free of vegetation which is not native to Miami-Dade

County, pursuant to Section 24-5 of the Code of Miami-Dade County and as determined by the Director of the Department of Regulatory and Economic Resources, or successor department, in his or her sole discretion. No native vegetation may be removed, trimmed, or destroyed in the EEL Preservation Area without prior written consent from the Director or Director's designee of the Department of Regulatory and Economic Resources, or successor department.

3. **County Inspection and Requests for Curative Action.** As further part of this Covenant, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, shall have the right, upon written notification to the, then, owner(s) of the Property, as reflected in the Property Appraiser's records, to inspect the Property at reasonable times to determine whether the Property is being maintained in the manner required by 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 then, owner(s) in writing by Certified Mail, return receipt requested, at the address of record from the Property Appraiser's office,, of the particular curative action required and the reasons therefor. The, then, 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 therefor.
  
4. **Covenant Running with the Land.** This Covenant on the part of the Owner shall constitute a covenant running with the land and shall be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida, together with a certified copy of the

Board of County Commissioners' resolution accepting the covenant, and shall remain in full force and effect and be binding on undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. The Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Covenant does not in any way obligate or provide a limitation on the County. The Owner shall also send a copy of the recorded covenant and Board of County Commissioners' resolution accepting the covenant to the Miami-Dade County Property Appraiser.

5. **Term.** This Covenant is to run with the land and shall be binding on all parties and all persons claiming under it for a period of ten (10) years from the date this Covenant is recorded, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Covenant has first been modified or released by Miami-Dade County.
  
6. **Modification, Amendment, Release.** This Covenant may be modified, amended or released as to the land herein described, or any portion thereof, by written instrument executed by the, then, owner(s) of all of the Property, provided that the same is also approved by the Board of County Commissioners of Miami-Dade County, Florida. The release from this Covenant shall be made after public hearing and after a determination by the Board of County Commissioners of Miami-Dade County that such release would not adversely affect the interest of the public. Notice of said public hearing shall be published once a week for at least two (2) weeks in a newspaper of general circulation in Miami-Dade

County, prior to said hearing. Furthermore, release of this Covenant shall only be made to the Owner upon payment of the deferred tax liability pursuant to Section 25B-17(b) of the Code of Miami-Dade County.

7. **Enforcement.** The, then, owner or anyone with the owner's knowledge or consent shall not use the Property in any manner inconsistent with the terms of this Covenant without first obtaining a written instrument from the Board of County Commissioners of Miami-Dade County which releases the Owner from the terms of the covenant, and which instrument must be promptly recorded in the public records of Miami-Dade County, Florida. Any violation of this section shall constitute a breach of this Covenant, for which the Board of County Commissioners may revoke the covenant and require the Owner to pay the deferred tax liability as such term is defined in Section 25B-17(b) of the Code of Miami-Dade County. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.
  
8. **Renewal.** The current owner(s) of the property may apply to renew this covenant for successive ten (10) year periods following the termination of the term of this covenant. Applications for such renewals shall be submitted to the Miami-Dade County Department of Regulatory and Economic Resources, or successor department, and such applications for renewal may be approved administratively by the Director of the Miami-Dade County Department of Regulatory and Economic Resources, or successor department. After approval of a renewal, the Owner shall record, at Owner's expense, a renewed covenant in the public records of Miami-Dade County, Florida. Said renewed covenant shall be in a

form approved by the Director of the Miami-Dade County Department of Regulatory and Economic Resources, or successor department.

9. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such additional rights, remedies or privileges.
10. **Severability.** Invalidation of any one of these provisions, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.
11. **Recording.** This Covenant, along with a certified copy of the resolution from the Board of County Commissioners accepting the Covenant, shall be filed of record in the public records of Miami-Dade County, Florida at the costs of the Owners after the effective date of the Board of County Commissioners' resolution accepting the Covenant. This Covenant shall become effective immediately upon recordation.
12. **Acceptance of Covenant.** Acceptance of this Covenant does not obligate the County in any manner, nor does it entitle the Owner to approval of any application, and the Board of County Commissioners and the County retain full power and authority to deny each such application in whole or in part.
13. **Owner.** The term Owner shall include the Owner, and its heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this 21 day of September, 2015.

INDIVIDUAL

WITNESSES:

sign [Signature]  
print KAROLINE ROZON  
sign [Signature]  
print MIRNA DIAZ  
sign [Signature]  
print MARIA AVILA  
sign [Signature]  
print Jessica Castaneda.

OWNER(S):

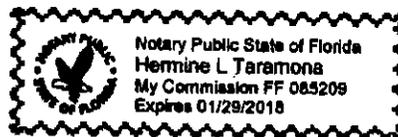
sign [Signature]  
print Orlando de Armas  
Address 17071 SW 266 TERRA  
sign [Signature]  
print Azette de Armas  
Address 17071 S.W. 266<sup>th</sup> Terr.  
sign \_\_\_\_\_  
print \_\_\_\_\_  
Address \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of September, 2015, by Orlando + Azette De Armas, who is personally known to me or who has produced drivers licenses as identification and who did take an oath.

NOTARY PUBLIC:

Sign [Signature]  
Print HERMINE L TARAMONA  
State of Florida at Large (Seal)  
My Commission Expires:



**EXHIBIT A**

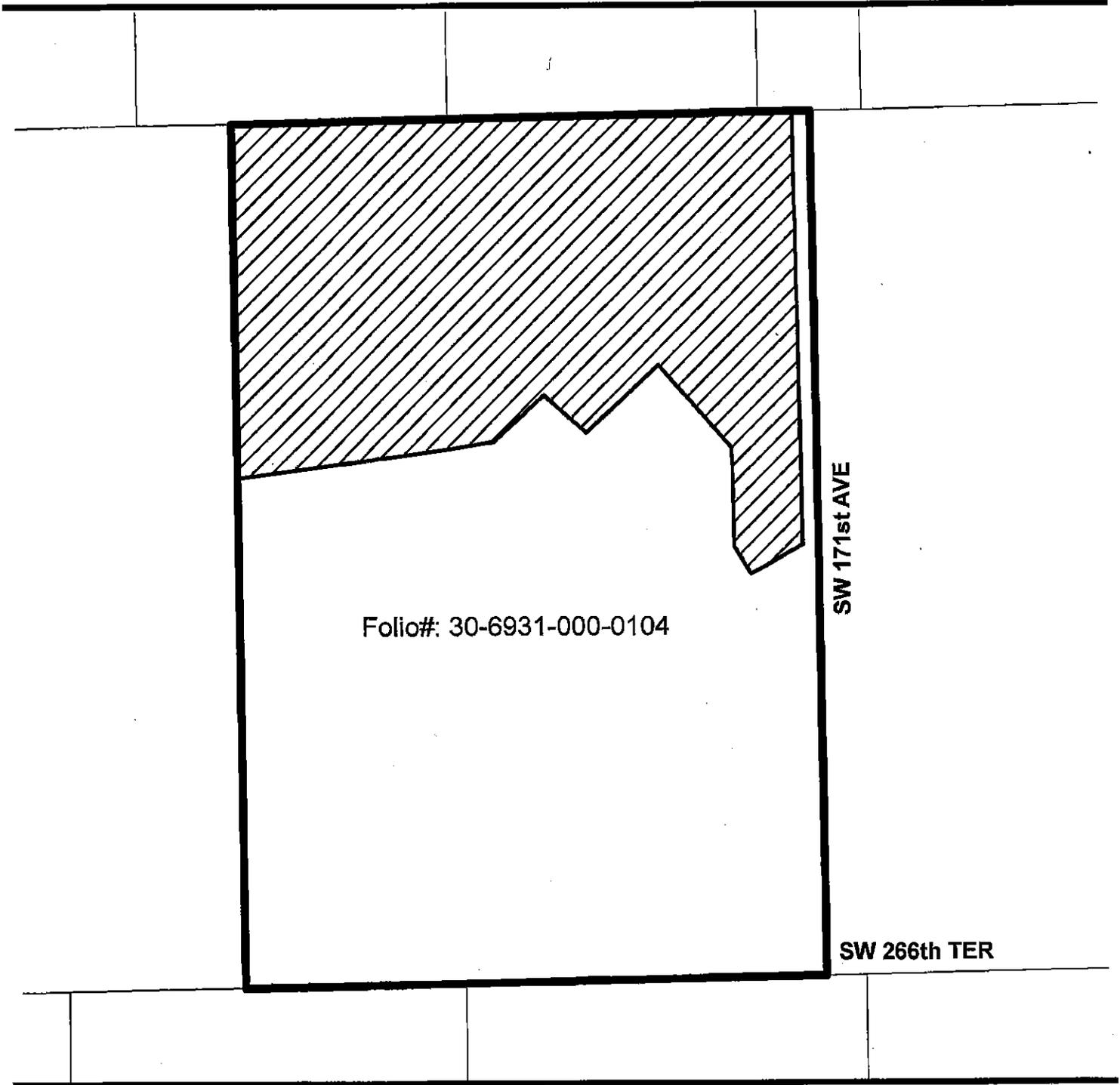
**LEGAL DESCRIPTION**

**Folio Number:** 30-6931-000-0104

**Property Address:** 17071 SW 266 TER  
MIAMI-DADE COUNTY, FL 33031

**Legal description:** SOUTH 415 FT. OF NORTH 750 FT. OF EAST 280 FT.  
OF WEST 560 FT. OF THE NW ¼ OF THE NE ¼ OF  
SECTION 31 TOWNSHIP 56 SOUTH, RANGE 39 EAST,  
WEST THE EAST AND SOUTH 25 FT. FOR ROAD  
RIGHT OF WAY.

**EXHIBIT B: EEL boundary of Orlando & Lizette De Armas property  
Folio#: 30-6931-000-0104**



**Legend**

-  De Armas property boundary
-  EEL Covenanted Area: 1.00 acre
-  Parcels

Map created by  
Luis Moreno  
on 3/24/2015

SCALE: 1 inch = 67 feet



16

**Exhibit C**  
**Tropical Hardwood Hammock Management Plan**  
**for Orlando & Lizette De Armas**

**Location:** 17071 SW 266<sup>th</sup> TER, Miami-Dade County, Florida.

**Size:** 2.67 acres parcel  
1.00 acre qualify for an Environmentally Endangered Lands (EEL) covenant.

**Folio #:** 30-6931-000-0104

**Forest Type:** Tropical Hardwood Hammock (Rockland Hammock) with vestiges of Pine Rockland.

**Location**

The property is located at 17071 SW 266<sup>th</sup> TER in Section 31 of Township 56 South, Range 39, outside the urban development boundary (UDB). It is situated at the southeast corner of SW 138 Street and SW 149 Avenue.

- Distance from nearest EEL/county-owned site: ~350 feet from Camp Owaissa Bauer;
- Distance from nearest EEL covenanted site: ~230 feet to 17200 SW 264 Street (folio No. 30-6931-000-0575);
- Distance from nearest county-designated Natural Forest Community (NFC) site: adjacent (east of) 17171 SW 266 TER (folio No. 30-6931-000-0470).

**Property Information**

The property (site) consists of a rectangular-shaped parcel of transitioning Pine Rockland/Tropical Hardwood Hammock (also know as Rockland Hammock) that contains a private residence in the center of the parcel. The property was designated as NFC by the Miami-Dade County Board of County Commissioners (BCC) in 1984 via Resolution No. R-1764-84 and may be found on Miami-Dade County Natural Forest Community Map 34, T56-R39-S31, parcel F. NFCs are protected and regulated via Section 24-49 of the Code of Miami-Dade County.

Rockland hammocks contain primarily broadleaf, mostly hardwood evergreen trees growing on outcrops of limestone. The closed canopy conditions typically found in hammocks creates a humid forest interior with low light levels. Under natural conditions this community is rarely subject to fire. Soils over the limestone bedrock are generally thin, composed of marl and/or siliceous sand and organic material. 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**

The current biological condition of the site can be classified as moderately good. The native plant community is typical of a Rockland Hammock with remnants of Pine Rockland understory. The site has become dominated with wild tamarind trees (*Lysiloma latisiliquum*), mostly due to fire suppression. The wild tamarind's closed canopy in turn accelerates the transition into rockland hammock, reducing plant biodiversity and favoring a hammock understory. The canopy also contains gumbo limbo (*Bursera simaruba*) and live oak (*Quercus virginiana*). The understory and subcanopy layers of the site have been greatly reduced; however, some recruitment includes natives such as wild coffee (*Psychotria nervosa*), lancewood (*Ocotea coriacea*), Paradise Tree (*Simarouba glauca*), Inkwood (*Exothea paniculata*), common snowberry (*Chiococca alba*), Florida Trema (*Trema micrantha*), scorpiontail (*Heliotropium angiospermum*), blue porterweed (*Stachytarpheta jamaicensis*), pullback vine (*Pisonia aculeata*), hairy partridge-pea (*Chamaecrista nictitans*), white indigoberry (*Randia aculeata*), beautyberry (*Callicarpa americana*), myrsine (*Myrsine cubana*), Morinda (*Morinda royoc*), cabbage palm (*Sabal palmetto*) and coontie (*Zamia integrifolia*). Several State listed threatened species such as Krug's holly (*Ilex krugiana*), Satinleaf (*Chrysophyllum oliviforme*), and West Indian lilac (*Tetrazygia bicolor*) are present onsite. The preservation area contains portions of intact substrate and areas that have been impacted. The main threat to the quality of the site is the invasion of exotic plants from present and nearby seed sources.

Some exotic and invasive plant species were found on site. The most serious invasive plant species are Gold Coast jasmine (*Jasminum fluminense*) and Brazilian pepper (*Schinus terebinthifolius*), mainly along the perimeter. Additional invasive plant species include pothos vine (*Syngonium aureum*), woman's tongue (*Albizia lebbek*), and oyster plant (*Tradescantia spathacea*). Exotic plant species contribute a significant portion of the recruiting ground cover.

## **Conclusion**

Overall, the site is in moderate maintenance condition and will potentially improve with future management efforts. Future management of this property shall aim at eliminating invasive exotics, vine control, promoting native recruitment and the success of restoration planting. A comprehensive plant list is provided below.

The county will benefit from the active management of the site through the inherit values that natural areas provide and by gaining improved and increased wildlife habitat and biodiversity. It is important to note that the preservation of this site, as well as other natural areas in the EEL Covenant Program, provides other environmental benefits such as carbon sequestration, ground water recharging and storm water runoff reduction.

## **Ecological Goals**

1. Increase plant biodiversity on the entire site.
2. Maintain and increase hardwood hammock plant species.

3. Provide habitat for native wildlife.

### **Management Goals**

1. Eradicate and control the growth of invasive exotic plant species to achieve less than 3% exotic cover. Control of exotic species on the northern and western perimeter of the site from further encroaching into the interior areas of the hammock.
2. Increase biodiversity with appropriate native plant species. Restore preservation area by planting appropriate understory plants.
3. Promote natural recruitment of native hammock plants.

Miami-Dade County Division of Environmental Resources Management (DERM) will periodically inspect the property to ensure that management goals are achieved.

### **Management Techniques and Schedule**

No heavy machinery is allowed within the site. All work must be done by hand (i.e. chainsaw, hand tools). Mowing within the covenanted areas is prohibited.

- Year 1:** Perform hand removal and herbicide treatment of all invasive plant species, including vines (non-native and native woody), from the preservation area. Interior invasive exotics should be treated first and then work be extended toward the perimeter. All exotic plant seedlings should be hand pulled if possible. Multiple follow up herbicide treatments may be needed for cut stumps. Non-native plant species attempting to recolonize will be removed by hand. Monitor planted area for the recruitment of native hardwood and herbaceous understory species and the establishment of planted species.
- Year 2-3:** Continue invasive exotic and ruderal plant/ vine control, making sure that the exotic cover is below 3%. Efforts should be concentrated to remove exotics located along the northern and western perimeter of the site. Treat any re-sprouting or recruiting invasive exotic plants with the appropriate herbicide. All exotic seedlings should be hand pulled if possible. Multiple herbicide treatments may be needed. Continue monitoring planted area for the recruitment of native hardwood and herbaceous understory species and the establishment of planted species.
- Year 4-10:** Continue to eradicate invasive exotic plants and maintain the site at less than 3% exotic plant cover. Continue monitoring hardwood and herbaceous understory regeneration and health. Control vines and monitor wildlife.

## PLANT SPECIES LIST\*

Plant taxa are listed by habit and origin. Key to Origin/Status codes:

N	native to South Florida
R	ruderal
FL endangered	listed as an endangered species in the state of Florida
FL threatened	listed as an endangered species in the state of Florida
E	exotic to South Florida
EPPC I	category I as per Florida Exotic Pest Plant Council (most invasive)
EPPC II	category II as per Florida Exotic Pest Plant Council (invasive)

<u>Scientific Name</u>	<u>Common Name</u>	<u>Origin/Status</u>
<i>Albizia lebbek</i>	woman's tongue	E / EPPC (I)
<i>Ardisia escallonioides</i>	marlberry	N
<i>Ardisia elliptica</i>	shoebutton ardisia	E / EPPC (I)
<i>Argythamnia blodgettii</i>	Blodgett's wild mercury	N / FL endangered
<i>Bidens alba</i>	Spanish needles	N
<i>Bursera simaruba</i>	gumbo limbo	N
<i>Callicarpa americana</i>	beauty berry	N
<i>Chamaecrista nictitans</i>	hairy partridge pea	N
<i>Chiococca alba</i>	snowberry	N
<i>Chrysophyllum oliviforme</i>	satinleaf	N / FL endangered
<i>Coccoloba diversifolia</i>	pigeon plum	N
<i>Crossopetalum ilicifolium</i>	quailberry	N / FL threatened
<i>Crotalaria pumila</i>	low rattlebox	N
<i>Eugenia axillaris</i>	White stopper	N
<i>Exothea paniculata</i>	inkwood	N
<i>Ficus aurea</i>	strangler fig	N
<i>Forestiera segregata</i>	pineland privet	N
<i>Galium hispidulum</i>	coastal bedstraw	N
<i>Guettarda scabra</i>	Rough velvetseed	N
<i>Hamelia patens</i>	Firebush	N
<i>Heliotropium angiospermum</i>	scorpiontail	N / FL threatened
<i>Ilex krugiana</i>	Krug's holly	N / FL threatened
<i>Jasminum dichotomum</i>	Gold Coast jasmine	E / EPPC (I)
<i>Jasminum fluminense</i>	Brazilian jasmine	E / EPPC (I)
<i>Lysiloma latisiliquum</i>	wild tamarind	N
<i>Metopium toxiferum**</i>	Poisonwood	N
<i>Morinda royoc</i>	cheese shrub	N
<i>Myrsine cubana</i>	myrsine	N
<i>Nectandra coriacea</i>	lancewood	N
<i>Pisonia aculeata</i>	pullback	N
<i>Psychotria nervosa</i>	wild coffee	N
<i>Pteridium aquilinum</i> var. <i>caudatum</i>	lacy bracken	N
<i>Quercus virginiana</i>	live oak	N
<i>Randia aculeata</i>	white indigoberry	N
<i>Rhus copallinum</i>	winged sumac	N

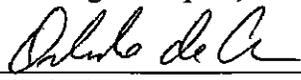
<i>Ruellia caroliniensis</i>	Carolina wild petunia	N
<i>Sabal palmetto</i>	cabbage palm	N
<i>Schefflera actinophylla</i>	Queensland umbrella tree	E/ EPPC (I)
<i>Schinus terebinthifolius</i>	Brazilian pepper	E/ EPPC (I)
<i>Serenoa repens</i>	saw palmetto	N
<i>Sideroxylon salicifolium</i>	willow bastic	N
<i>Simarouba glauca</i>	paradise tree	N
<i>Smilax auriculata</i>	earleaf greenbrier	N
<i>Stachytarpheta jamaicensis</i>	porterweed	N
<i>Syngonium aureum</i>	pothos vine	E/ EPPC (I)
<i>Tetrazygia bicolor</i>	West Indian lilac	N / FL threatened
<i>Toxicodendron radicans</i> ssp <i>radicans</i>	poison ivy	N
<i>Trema micrantha</i>	Florida trema	N
<i>Vitis rotundifolia</i>	Muscadine grape	N
<i>Zamia integrifolia</i>	coontie	N

\*Please note that this is not a complete plant species list. The list includes the plants that were observed by staff on the date of the inspection.

\*\*Allowed to be removed provided a NFC Exotic Tree Removal Permit has been obtained in accordance with Section 24-49(f) of the Code of Miami-Dade County.

**MANAGEMENT PLAN AGREEMENT (must be signed by all owners)**

I, Orlando de Armas hereby certify that I have read and understood this management plan, and agree to follow its management recommendations.

  
SIGNATURE

9/21/15  
DATE

I, Dizette de Armas hereby certify that I have read and understood this management plan, and agree to follow its management recommendations.

  
SIGNATURE

09/21/2015  
DATE

## ATTACHMENT B

THIS INSTRUMENT PREPARED BY:

Alejandro Knoepffler

Mailing address:

9420 Old Cutler Road  
Coral Gables, FL 33156

COVENANT RUNNING WITH THE  
LAND IN FAVOR OF MIAMI-DADE  
COUNTY, FLORIDA, CONCERNING  
ENVIRONMENTALLY ENDANGERED  
LAND LOCATED AT 9420 OLD CUTLER  
ROAD, MIAMI-DADE COUNTY,  
FLORIDA, CURRENTLY FOLIO # 03-  
5106-005-0080

WHEREAS, the undersigned Owner, Alejandro Knoepffler, holds the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A," attached hereto, and hereinafter called the "Property," and

IN ORDER TO ASSURE the County that the representations made by the Owner in the application, pursuant to Chapter 25B of the Code of Miami-Dade County and Section 193.501 of the Florida Statutes, will be abided by the Owner freely, voluntarily, and without duress, the Owner makes the following Covenant covering and running with the property:

1. The EEL Preservation Area on the Property, as shown on the map attached hereto as Exhibit B and incorporated herein by reference, shall be maintained in its present natural state.
2. The EEL Preservation Area on the Property shall be and the same is hereby subject to the conservation restrictions set forth in Exhibit C, which is attached hereto and incorporated herein by reference, including, but not limited to, the requirement that the Owner, shall

maintain the EEL Preservation Area free of vegetation which is not native to Miami-Dade County, pursuant to Section 24-5 of the Code of Miami-Dade County and as determined by the Director of the Department of Regulatory and Economic Resources, or successor department, in his or her sole discretion. No native vegetation may be removed, trimmed, or destroyed in the EEL Preservation Area without prior written consent from the Director or Director's designee of the Department of Regulatory and Economic Resources, or successor department.

3. **County Inspection and Requests for Curative Action.** As further part of this Covenant, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, shall have the right, upon written notification to the, then, owner(s) of the Property, as reflected in the Property Appraiser's records, to inspect the Property at reasonable times to determine whether the Property is being maintained in the manner required by 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 then, owner(s) in writing by Certified Mail, return receipt requested, at the address of record from the Property Appraiser's office,, of the particular curative action required and the reasons therefor. The, then, 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 therefor.
  
4. **Covenant Running with the Land.** This Covenant on the part of the Owner shall constitute a covenant running with the land and shall be recorded, at Owner's expense, in

the public records of Miami-Dade County, Florida, together with a certified copy of the Board of County Commissioners' resolution accepting the covenant, and shall remain in full force and effect and be binding on undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. The Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Covenant does not in any way obligate or provide a limitation on the County. The Owner shall also send a copy of the recorded covenant and Board of County Commissioners' resolution accepting the covenant to the Miami-Dade County Property Appraiser.

5. **Term.** This Covenant is to run with the land and shall be binding on all parties and all persons claiming under it for a period of ten (10) years from the date this Covenant is recorded, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Covenant has first been modified or released by Miami-Dade County.
  
6. **Modification, Amendment, Release.** This Covenant may be modified, amended or released as to the land herein described, or any portion thereof, by written instrument executed by the, then, owner(s) of all of the Property, provided that the same is also approved by the Board of County Commissioners of Miami-Dade County, Florida. The release from this Covenant shall be made after public hearing and after a determination by the Board of County Commissioners of Miami-Dade County that such release would not adversely affect the interest of the public. Notice of said public hearing shall be published

once a week for at least two (2) weeks in a newspaper of general circulation in Miami-Dade County, prior to said hearing. Furthermore, release of this Covenant shall only be made to the Owner upon payment of the deferred tax liability pursuant to Section 25B-17(b) of the Code of Miami-Dade County.

7. **Enforcement.** The, then, owner or anyone with the owner's knowledge or consent shall not use the Property in any manner inconsistent with the terms of this Covenant without first obtaining a written instrument from the Board of County Commissioners of Miami-Dade County which releases the Owner from the terms of the covenant, and which instrument must be promptly recorded in the public records of Miami-Dade County, Florida. Any violation of this section shall constitute a breach of this Covenant, for which the Board of County Commissioners may revoke the covenant and require the Owner to pay the deferred tax liability as such term is defined in Section 25B-17(b) of the Code of Miami-Dade County. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.
  
8. **Renewal.** The current owner(s) of the property may apply to renew this covenant for successive ten (10) year periods following the termination of the term of this covenant. Applications for such renewals shall be submitted to the Miami-Dade County Department of Regulatory and Economic Resources, or successor department, and such applications for renewal may be approved administratively by the Director of the Miami-Dade County Department of Regulatory and Economic Resources, or successor department. After approval of a renewal, the Owner shall record, at Owner's expense, a renewed covenant in the public records of Miami-Dade County, Florida. Said renewed covenant shall be in a

form approved by the Director of the Miami-Dade County Department of Regulatory and Economic Resources, or successor department.

9. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such additional rights, remedies or privileges.
10. **Severability.** Invalidation of any one of these provisions, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.
11. **Recording.** This Covenant, along with a certified copy of the resolution from the Board of County Commissioners accepting the Covenant, shall be filed of record in the public records of Miami-Dade County, Florida at the costs of the Owners after the effective date of the Board of County Commissioners' resolution accepting the Covenant. This Covenant shall become effective immediately upon recordation.
12. **Acceptance of Covenant.** Acceptance of this Covenant does not obligate the County in any manner, nor does it entitle the Owner to approval of any application, and the Board of County Commissioners and the County retain full power and authority to deny each such application in whole or in part.
13. **Owner.** The term Owner shall include the Owner, and its heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this 25 day of SEPTEMBER, 2015.

INDIVIDUAL

WITNESSES:

sign *Gregory Anderson*

print GREGORY ANDERSON

sign *Gheslaine Martich*

print GHESLAINE MARTICH

sign \_\_\_\_\_

print \_\_\_\_\_

sign \_\_\_\_\_

print \_\_\_\_\_

OWNER(S):

sign *Alejandro Knoepffler*

print ALEJANDRO KNOEPFFLER

Address 9420 Old Cutler Road, Coral Gables, FL 33156 (P/T 10/14)

sign \_\_\_\_\_

print \_\_\_\_\_

Address \_\_\_\_\_

sign \_\_\_\_\_

print \_\_\_\_\_

Address \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 25 day of SEPT., 2015, by ALEJANDRO KNOEPFFLER, who is personally known to me or who has produced his GUILFORD DRIVER LICENSE as identification and who did take an oath.

NOTARY PUBLIC:

Sign *Merr Wolfenstein*

Print Merr. Wolfenstein

State of Florida at Large (Seal)

My Commission Expires:



**EXHIBIT A**

**LEGAL DESCRIPTION**

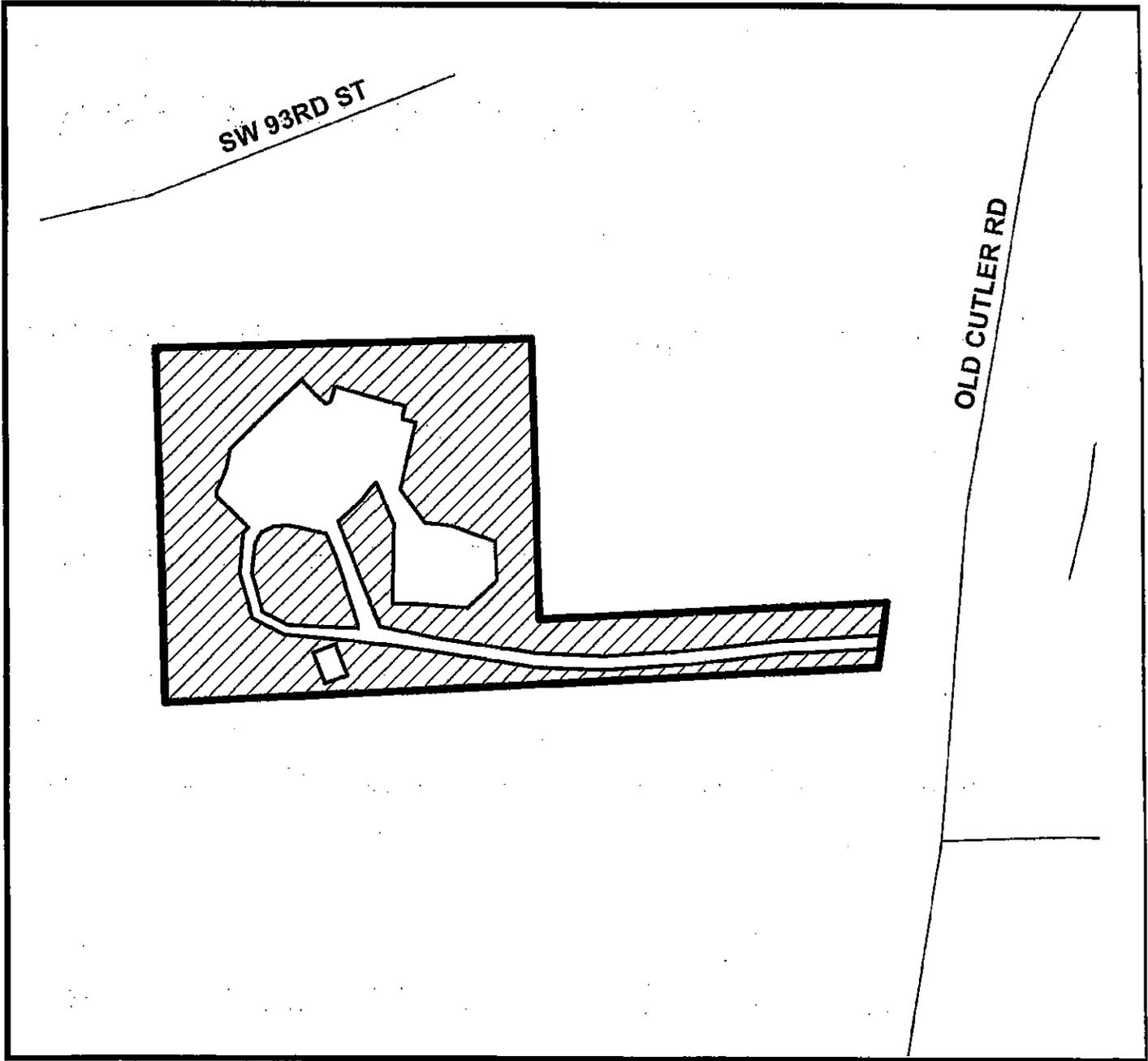
**Folio Number:** 03-5106-005-0080

**Property Address:** 9420 OLD CUTLER RD  
CORAL GABLES, FL 33156

**Legal description:** THE SOUTH 266.49 FEET OF THE NORTH 816.49 FEET OF THE WEST 292.71 FEET OF TRACT 1, AMENDED PLAT OF JOURNEY'S END, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 34, PAGE 89, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.  
AND  
THE SOUTH 50.0 FEET OF THE NORTH 816.49 FEET LESS THE WEST 292.71 FEET OF TRACT 1, AMENDED PLAT OF JOURNEY'S END, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 34, PAGE 89, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS THE FOLLOWING DESCRIBED PARCEL: BEGIN AT INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF OLD CUTLER ROAD (INGRAHAM HIGHWAY), WITH THE SOUTH BOUNDARY LINE OF THE SOUTH 50.0 FEET OF THE NORTH 816.49 FEET OF TRACT 1 OF AMENDED PLAT OF JOURNEY'S END, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 34, PAGE 89, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH 25° 15' 10" EAST ALONG THE WEST RIGHT -OF-WAY LINE OF OLD CULTER ROAD FOR A DISTANCE OF 56.29 FEET TO THE POINT OF INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF OLD CUTLER ROAD AND THE NORTH BOUNDARY LINE OF THE SAID SOUTH 50.0 FEET OF THE NORTH 816.49 FEET OF SAID TRACT 1; THENCE RUN SOUTH 87° 53' 57" WEST ALONG THE NORTH BOUNDARY LINE OF THE SAID SOUTH 50.0 FEET OF THE NORTH 816.49 FEET OF SAID TRACT 1 FOR A DISTANCE OF 61.34 FEET; THENCE RUN SOUTH 07° 17' 55" WEST FOR A

DISTANCE OF 50.68 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF THE SAID SOUTH 50.0 FEET OF THE NORTH 816.49 FEET OF SAID TRACT 1, SAID POINT BEING 43.75 FEET MEASURED SOUTH  $87^{\circ} 53' 57''$  WEST FROM THE POINT OF BEGINNING; THENCE RUN NORTH  $87^{\circ} 53' 57''$  EAST ALONG THE SOUTH BOUNDARY LINE OF THE SOUTH 50.0 FEET OF THE NORTH 816.49 FEET OF SAID TRACT 1 FOR A DISTANCE OF 43.75 FEET TO THE POINT OF BEGINNING.

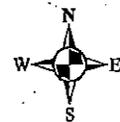
**EXHIBIT B: EEL boundary of Alejandro Knoepffler property  
Folio#: 03-5106-005-0080**



**Legend**

- All Streets
- ▭ Knoepffler's Property Boundaries
- ▨ EEL Covenanted Area: 1.54 acres

Map created  
by L. Moreno  
on 9/21/2015



SCALE: 1 inch = 104 feet

**Exhibit C**  
**Rockland Hammock Management Plan**  
**for Knoepffler**

**Location:** 9420 Old Cutler Rd, Miami-Dade County, Florida.

**Size:** 2.20 acres parcel  
1.54 acres qualify for an Environmentally Endangered Lands (EEL) covenant

**Folio #:** 03-5106-005-0080

**Forest Type:** Rockland hammock

**Location**

The property is located approximately 200 feet from the west side of Old Cutler road approximately 50 feet south of SW 93<sup>rd</sup> St. The site is a developed lot located outside the urban development boundary (UDB) and is surrounded on by single family homes and Matheson hammock.

Distance from nearest EEL/county-owned site: ~0.00 feet (adjacent) to Matheson Hammock

Distance from nearest EEL covenant site: ~7800 feet to 6200 SW 106 St

Distance from nearest county-designated Natural Forest Community (NFC): ~0.00 feet (adjacent) to Matheson Hammock

**Property Information**

The property is located in the vicinity of Matheson Hammock in the Amended Plat of Journey's End subdivision. The EEL preservation area surrounds a single family home located in the middle of the property. This property is bordered on the north, south, and west by single-family homes some of which contain County designated NFC. A portion of the western property boundary abuts Matheson Hammock. Additionally 0.70 acre of the subject site was designated as NFC in 1984 by the Miami-Dade County Board of County Commissioners, via Resolution No. R-1764-84 and may be found on Miami-Dade County Natural Forest Community Map 27, T55 R41 S06, parcel B. NFCs are protected and regulated via Section 24-49 of the Code of Miami-Dade County.

Rockland hammocks contain primarily broadleaf and mostly hardwood evergreen trees growing on outcrops of limestone. The closed canopy conditions typically found in rockland hammocks create a humid forest interior with low light levels. Under natural conditions this community is rarely subject to fire and forms dense forests in relatively small areas. Hammocks are floristically rich and harbor some of Florida's rarest plants and also serve as habitat for a wide array of animal species. Many of the rare plants harbored by this habitat are rare fern species found in geologically significant solution holes. In addition to the significant natural and geological resources found on the subject

property, inclusion in the EEL program creates an opportunity to preserve habitat into which endangered plant populations can expand into.

### **Present Condition**

The current biological condition of the site can be classified as excellent. Prior to applying for the covenant this year, the property owners participated in a previous ten (10) year covenant and met the management goals outlined by Miami-Dade County. The qualifying portion of the property contains a plant community typical of a rockland hammock and contains very little exotic plant species cover. Rare plants found include brittle maidenhair (*Adiantum tenerum*), satin leaf (*Chrysophyllum oliviforme*), butterfly orchid (*Encyclia tampensis*) and West Indian cherry (*Prunus myrtifolia*) (see plant list). The qualifying portion of the property consists of a canopied area with significant substrate formations throughout. This preservation area contains a very significant sinkhole.

The main threat to the site is the invasion of exotic plants. Exotic palms and trees are present on the property. Vines are the biggest issues in regards to non-native understory plants. With the exception of the developed area and the minimal pathways in the hammock the substrate is relatively undisturbed and is in very good condition.

### **Conclusion**

Overall, the site is in maintenance condition and will continue to improve with future management efforts. Management of this property has centered on eliminating invasive exotics, vine control, promoting native recruitment and the success of restoration planting.

The county will benefit from the active management of the site through the inherit values that natural areas provide and by gaining improved and increased wildlife habitat and biodiversity. It is important to note that the preservation of this site, as well as other natural areas in the EEL Covenant Program, provides other environmental benefits such as carbon sequestration, ground water recharging and storm water runoff reduction.

### **Ecological Goals**

1. Maintain the present extent of the rockland hammock.
2. Encourage and maintain a diverse understory and preserve rare hammock species.
3. Promote regeneration and growth of native hardwoods and rare plants (ferns).
4. Provide suitable habitat for native wildlife.
5. Eliminate invasive exotic species.
6. Maintain solution holes and rare fern populations.

### **Management Goals**

1. Continue to eliminate exotic plant species from interior of hammock to maintain 3% or less exotic plant species cover.

2. Maintain eradication of all invasive exotic plant species to ensure that no more than 50 square feet cover of any exotic plant species remains.
3. Control reproduction of exotic seeds within the site.

DERM will periodically inspect property to ensure that management goals are achieved.

**Management Techniques and Schedule for Rockland Hammock**

(No heavy machinery is allowed within the site. All work must be done by hand (i.e. chainsaw, hand tools)

- Year 1-2:** Continued hand removal and herbicide treatment of exotic plant species (trees, vines, palms and ornamentals) is required by DERM. Since exotic plant species appear as a minor population through out, concurrent management through out the site is recommended. All exotic seedlings should be hand pulled if possible. Multiple herbicide treatments may be needed. Heavy machinery is not, under any circumstances or purposes, to be used within any portion of the covenanted preservation area. Consider reintroduction of native and endangered ferns to rock formations.
- Year 3-5:** Continue to eradicate exotic plants. Retreat any re-sprouting or re-colonizing exotic plants to achieve goal of 3% or less exotic plant cover. Monitor native plant recruitment. Continue monitoring plant populations found on site.
- Year 6-10:** Continue to eradicate exotic and invasive plants and vines and maintain diverse understory, encourage the spread and resiliency of rare species and maintain 3% or less exotic cover. Monitor plant populations found on site.

**PLANT SPECIES LIST\***

Plant taxa are listed by habit and origin. Key to Origin/Status codes:

- N native to South Florida
- R ruderal
- FL endangered listed as an endangered species in the state of Florida
- FL threatened listed as an endangered species in the state of Florida
- E exotic to South Florida
- EPPC I category I as per Florida Exotic Pest Plant Council (most invasive)
- EPPC II category II as per Florida Exotic Pest Plant Council (invasive)

<u>Scientific Name</u>	<u>Common Name</u>	<u>Origin/Status</u>
<i>Adiantum tenerum</i>	brittle maidenhair	N/ FL endangered
<i>Alstonia macrophylla</i>	devil tree	E
<i>Ardisia escallonioides</i>	marlberry	N
<i>Bauhinia spp.</i>	Orchid tree	E
<i>Bursera simaruba</i>	gumbo limbo	N
<i>Callicarpa americana</i>	beautyberry	N

<i>Capparis cynophallophora</i>	Jaimacan caper	N
<i>Caylptranthes palleis</i>	spicewood	N/ FL threatened
<i>Chrysophyllum oliviforme</i>	satin leaf	N/ FL threatened
<i>Citharexylum fruticosum</i>	fiddlewood	N
<i>Coccoloba diversifolia</i>	pigeon plum	N
<i>Dicanthelium commutatum</i>	variable panicgrass	N
<i>Digitaria ciliaris</i>	Southern crabgrass	N
<i>Dracaena fragrans</i>	corn plant	E
<i>Encyclia tampensis</i>	butterfly orchid	N/ FL endangered
<i>Epipremnum spp.</i>	pothos	E/ EPPC (II)
<i>Eugenia axillaris</i>	white stopper	N
<i>Exothea paniculata</i>	inkwood	N
<i>Ficus aurea</i>	strangler fig	N
<i>Galium hispidulum</i>	coastal bedstraw	N
<i>Hamelia patens</i>	firebush	N
<i>Hibiscus tilaceus</i>	mahoe	E/ EPPC (I)
<i>Jasminum dichotomum</i>	Gold Cost jasmine	E/ EPPC (I)
<i>Krugiodendron ferreum</i>	black ironwood	N
<i>Livistona chinensis</i>	Chinese fan palm	E
<i>Metopium toxiferum</i>	poison wood	N
<i>Nephrolepis exalta</i>	Sword fern	E
<i>Ocotea coriacea</i>	lancewood	N
<i>Oplismenus hirtellus</i>	basket grass	N
<i>Parthenocissus quinquefolia</i>	virginia creeper	N
<i>Passiflora suberosa</i>	corksystem passionflower	N
<i>Phymatosorus scolopendria</i>	serpent fern	N
<i>Pisonia aculeata</i>	devil's claws	N
<i>Psychotria nervosa</i>	wild coffee	N
<i>Prunus myrtifolia</i>	West Indian cherry	N/ FL threatened
<i>Quercus virginiana</i>	live oak	N
<i>Rivina humilis</i>	rouge plant	N
<i>Roystonea regia</i>	royal palm	N
<i>Sabal palmetto</i>	cabbage palm	N/ FL threatened
<i>Schefflera actinophylla</i>	Queensland umbrella tree	E / EPPC (I)
<i>Schinus terebinthifolius</i>	Brazilian pepper	E / EPPC (I)
<i>Sideroxylon foetidissimum</i>	false mastic	N
<i>Sideroxylon salicifolium</i>	willow bustic	N
<i>Simarouba glauca</i>	paradise tree	N
<i>Smilax auriculata</i>	greenbriar	N
<i>Solanum americanum</i>	common nightshade	N
<i>Swietenia mahagoni</i>	West Indian mahogany	N/ FL threatened
<i>Thelypteris kunthii</i>	Southern shield fern	N
<i>Tradescantia spathacea</i>	oyster plant	E
<i>Tradescantia zebrina</i>	inchplant	E
<i>Vittaria lineata</i>	shoestring fern	N
Unknown exotic palms		E

**\*Please note that this is not a complete plant species list. The list includes the plants that account for the highest percentage of overall biomass within the property.**

---

**MANAGEMENT PLAN AGREEMENT (must be signed by all owners)**

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

Alejandro Rindeffler  
SIGNATURE

9/25/15  
DATE

## ATTACHMENT C

THIS INSTRUMENT PREPARED BY:

Jeffrey P. and Liliana C. Agron

Mailing address:

6545 SW 133 DR

Pinecrest, FL 33156

COVENANT RUNNING WITH THE  
LAND IN FAVOR OF MIAMI-DADE  
COUNTY, FLORIDA, CONCERNING  
ENVIRONMENTALLY ENDANGERED  
LAND LOCATED AT 6545 SW 133 DR,  
MIAMI-DADE COUNTY, FLORIDA,  
CURRENTLY FOLIO # 20-5013-023-0130

WHEREAS, the undersigned Owner, Jeffrey P. and Liliana C. Agron, holds the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A," attached hereto, and hereinafter called the "Property," and

IN ORDER TO ASSURE the County that the representations made by the Owner in the application, pursuant to Chapter 25B of the Code of Miami-Dade County and Section 193.501 of the Florida Statutes, will be abided by the Owner freely, voluntarily, and without duress, the Owner makes the following Covenant covering and running with the property:

1. The EEL Preservation Area on the Property, as shown on the map attached hereto as Exhibit B and incorporated herein by reference, shall be maintained in its present natural state.
2. The EEL Preservation Area on the Property shall be and the same is hereby subject to the conservation restrictions set forth in Exhibit C, which is attached hereto and incorporated herein by reference, including, but not limited to, the requirement that the Owner, shall maintain the EEL Preservation Area free of vegetation which is not native to Miami-Dade

County, pursuant to Section 24-5 of the Code of Miami-Dade County and as determined by the Director of the Department of Regulatory and Economic Resources, or successor department, in his or her sole discretion. No native vegetation may be removed, trimmed, or destroyed in the EEL Preservation Area without prior written consent from the Director or Director's designee of the Department of Regulatory and Economic Resources, or successor department.

3. **County Inspection and Requests for Curative Action.** As further part of this Covenant, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, shall have the right, upon written notification to the, then, owner(s) of the Property, as reflected in the Property Appraiser's records, to inspect the Property at reasonable times to determine whether the Property is being maintained in the manner required by 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 then, owner(s) in writing by Certified Mail, return receipt requested, at the address of record from the Property Appraiser's office,, of the particular curative action required and the reasons therefor. The, then, 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 therefor.
  
4. **Covenant Running with the Land.** This Covenant on the part of the Owner shall constitute a covenant running with the land and shall be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida, together with a certified copy of the

Board of County Commissioners' resolution accepting the covenant, and shall remain in full force and effect and be binding on undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. The Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Covenant does not in any way obligate or provide a limitation on the County. The Owner shall also send a copy of the recorded covenant and Board of County Commissioners' resolution accepting the covenant to the Miami-Dade County Property Appraiser.

5. **Term.** This Covenant is to run with the land and shall be binding on all parties and all persons claiming under it for a period of ten (10) years from the date this Covenant is recorded, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Covenant has first been modified or released by Miami-Dade County.
  
6. **Modification, Amendment, Release.** This Covenant may be modified, amended or released as to the land herein described, or any portion thereof, by written instrument executed by the, then, owner(s) of all of the Property, provided that the same is also approved by the Board of County Commissioners of Miami-Dade County, Florida. The release from this Covenant shall be made after public hearing and after a determination by the Board of County Commissioners of Miami-Dade County that such release would not adversely affect the interest of the public. Notice of said public hearing shall be published once a week for at least two (2) weeks in a newspaper of general circulation in Miami-Dade

County, prior to said hearing. Furthermore, release of this Covenant shall only be made to the Owner upon payment of the deferred tax liability pursuant to Section 25B-17(b) of the Code of Miami-Dade County.

7. **Enforcement.** The, then, owner or anyone with the owner's knowledge or consent shall not use the Property in any manner inconsistent with the terms of this Covenant without first obtaining a written instrument from the Board of County Commissioners of Miami-Dade County which releases the Owner from the terms of the covenant, and which instrument must be promptly recorded in the public records of Miami-Dade County, Florida. Any violation of this section shall constitute a breach of this Covenant, for which the Board of County Commissioners may revoke the covenant and require the Owner to pay the deferred tax liability as such term is defined in Section 25B-17(b) of the Code of Miami-Dade County. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.
  
8. **Renewal.** The current owner(s) of the property may apply to renew this covenant for successive ten (10) year periods following the termination of the term of this covenant. Applications for such renewals shall be submitted to the Miami-Dade County Department of Regulatory and Economic Resources, or successor department, and such applications for renewal may be approved administratively by the Director of the Miami-Dade County Department of Regulatory and Economic Resources, or successor department. After approval of a renewal, the Owner shall record, at Owner's expense, a renewed covenant in the public records of Miami-Dade County, Florida. Said renewed covenant shall be in a

form approved by the Director of the Miami-Dade County Department of Regulatory and Economic Resources, or successor department.

9. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such additional rights, remedies or privileges.
10. **Severability.** Invalidation of any one of these provisions, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.
11. **Recording.** This Covenant, along with a certified copy of the resolution from the Board of County Commissioners accepting the Covenant, shall be filed of record in the public records of Miami-Dade County, Florida at the costs of the Owners after the effective date of the Board of County Commissioners' resolution accepting the Covenant. This Covenant shall become effective immediately upon recordation.
12. **Acceptance of Covenant.** Acceptance of this Covenant does not obligate the County in any manner, nor does it entitle the Owner to approval of any application, and the Board of County Commissioners and the County retain full power and authority to deny each such application in whole or in part.
13. **Owner.** The term Owner shall include the Owner, and its heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this 21<sup>st</sup> day of October, 2015.

INDIVIDUAL

WITNESSES:

sign [Signature]  
print Ginny Ruiz

sign [Signature]  
print Vivianne Anaboe

sign [Signature]  
print Ginny Ruiz

sign [Signature]  
print Vivianne Anaboe

OWNER(S):

sign [Signature]  
print JEFFREY P. AGRON

Address 6545 SW 133 DR. Pinecrest FL 33156

sign [Signature]  
print Liliana C. Agron

Address 6545 SW 133 DR, Pinecrest FL 33156

sign \_\_\_\_\_

print \_\_\_\_\_

Address \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of October, 2015, by Jeffrey P. Agron & Liliana C. Agron, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.



ARACELIA PUPO  
MY COMMISSION # EE 862672  
EXPIRES: January 6, 2017

NOTARY PUBLIC:

Sign [Signature]

Print Aracelia Pupo

State of Florida at Large (Seal)

My Commission Expires:

**EXHIBIT A**

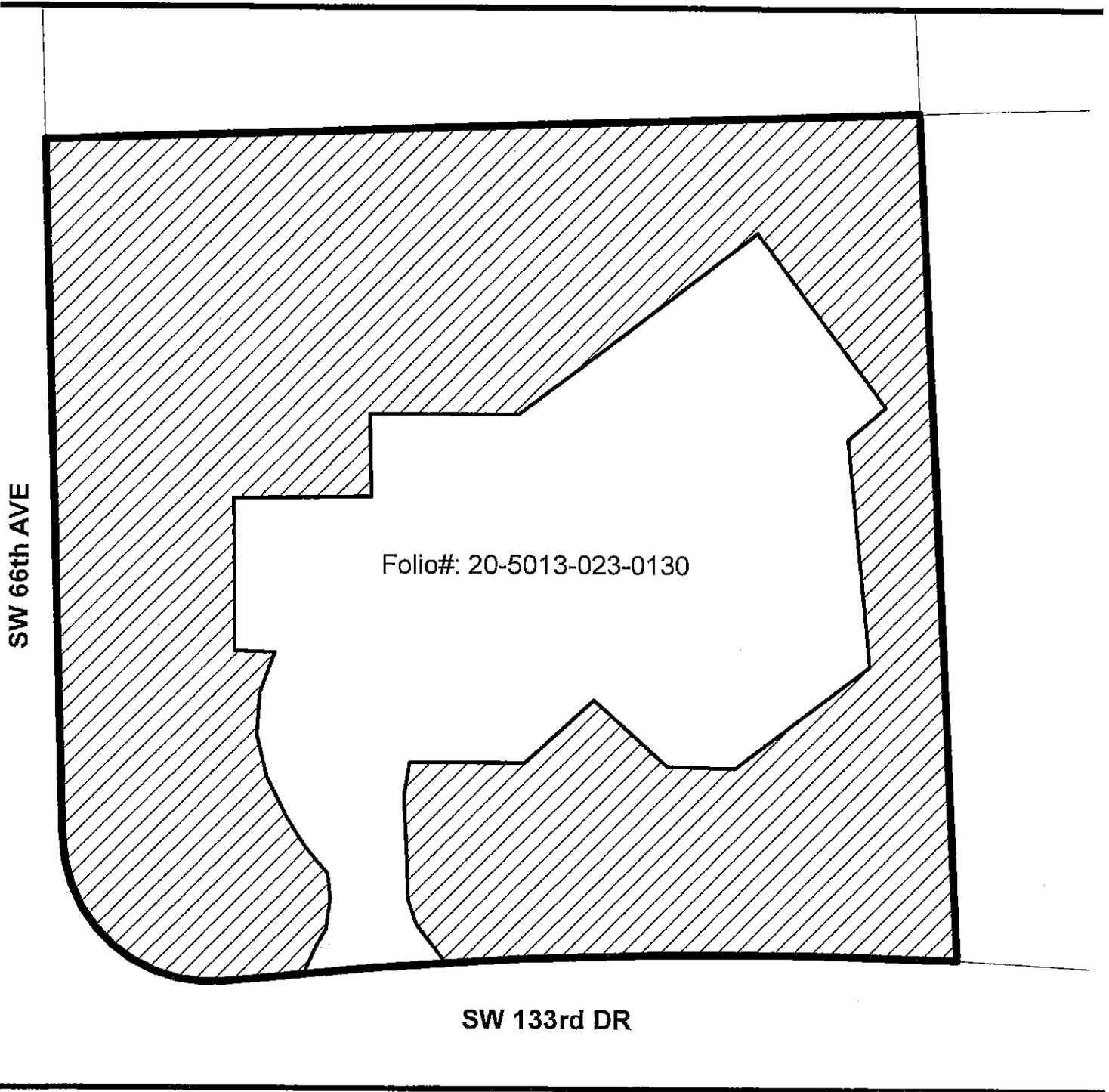
**LEGAL DESCRIPTION**

**Folio Number:** 20-5013-023-0130

**Property Address:** 6545 SW 133 DR  
PINECREST, FL 33156

**Legal description:** LOT 10, IN BLOCK 2, OF DEVONWOOD,  
ACCORDING TO THE PLAT THEREOF, RECORDED  
IN PLAT BOOK 75, AT PAGE 50, OF THE PUBLIC  
RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

**EXHIBIT B: EEL boundary of Jeffrey & Liliana Agron property  
Folio#: 20-5013-023-0130**



**Legend**

-  EEL Covenanted Area: 0.36 acres
-  Agron property boundaries
-  Parcels

Map created by  
Luis Moreno  
on 7/02/2015

SCALE: 1 inch = 25 feet



## Exhibit C

### Rockland Hammock Management Plan for Agron

- Location:** 6545 SW 133<sup>rd</sup> Drive, Miami-Dade County, Florida.
- Size:** 0.56 acre parcel  
0.36 acre qualify for an Environmentally Endangered Lands (EEL)  
covenant
- Folio #:** 20-5013-023-0130
- Forest Type:** Rockland hammock

#### Location

The property is located on east of SW 66<sup>th</sup> Avenue along the north side of SW 133<sup>rd</sup> Drive. The site is a developed residential lot located inside the urban development boundary (UDB) and is surrounded on all sides by single family homes.

Distance from nearest EEL/county-owned site: ~4,700 feet Ludlam Pineland

Distance from nearest EEL covenant site: ~390 feet to 6540 SW 134 Drive

Distance from nearest county-designated Natural Forest Community (NFC): ~1,900 feet from USDA Pine Rockland.

#### Property Information

The property is located within the City of Pinecrest, in the Devonwood subdivision. Devonwood is a developed neighborhood that occupies an area formerly known as Warwick Hammock. The subject property's yard area is a remnant of this rockland hammock.

Rockland hammocks contain primarily broadleaf and mostly hardwood evergreen trees growing on outcrops of limestone. The closed canopy conditions typically found in rockland hammocks create a humid forest interior with low light levels. Under natural conditions this community is rarely subject to fire and forms dense forests in relatively small areas. Hammocks are floristically rich and harbor some of Florida's rarest plants and also serve as habitat for a wide array of animal species. Many of the rare plants harbored by this habitat are rare fern species found in geologically significant solution holes. A very rare fern hybrid exists on nearby properties; the only documented naturally occurring population of *Asplenium x biscaynianum*. Additionally the considerably rare holly vine fern, *Lomiaropsis kunzeana* (only three populations documented in Florida), is also found within this neighborhood. It should be noted that neither rare fern is found on the subject property. In addition to the site containing significant natural and geological resources, inclusion in the EEL program creates an opportunity to preserve habitat into which the previously mentioned critically endangered plant populations can expand into.

The substrate and plant community found within Devonwood makes the neighborhood an ideal habitat for connecting natural areas with high biodiversity value.

### **Present Condition**

The current biological condition of the site can be classified as excellent. Prior to applying for the covenant this year, the property owners participated in a previous ten (10) year covenant and met the management goals outlined by Miami-Dade County. The property contains a plant community typical of a rockland hammock and contains very little exotic plant species cover. Rare plants found include toothed spleenwort (*Asplenium dentatum*), satin leaf (*Chrysophyllum oliviforme*), and West Indian cherry (*Prunus myrtifolia*) (see plant list). The back portion of the property consists of a canopied area with a significant geological formation. This area contains a very significant solution hole and cave formation. The property owners report that the cave formation is utilized by foxes. The main threat to the site is the invasion of exotic plants. Exotic palms and trees are present on the property. Vines are the biggest issues in regards to non-native understory plants. Additionally staff documented some encroachment of woody plants such as trumpet tree (*Cecropium macrophyllum*) and Chinese fan palm (*Livistona chinensis*). With the exception of the developed area and the minimal maintenance paths in the hammock, the rock substrate is relatively undisturbed and in very good condition.

Overall, native plant cover is good but it could be degraded if efforts to control exotic ferns and exotic trees are not continued.

### **Conclusion**

The inclusion of this property into the EEL covenant program represents a unique opportunity to preserve a remnant piece of the Warwick hammock. Along with the other EEL covenanted properties in the area, and the possibility that other properties in the area be included in the program in the future, this is a step towards maintaining rare and unique plant habitat in an urban environment. These habitats provide an import linkage through the landscape that can serve as corridors for important species such as migratory birds, the Florida bonneted bat and endangered butterfly populations.

The county will benefit from the active management of the site through the inherit values that natural areas provide and by gaining improved and increased wildlife habitat and biodiversity. It is important to note that the preservation of this site, as well as other natural areas in the EEL Covenant Program, provides other environmental benefits such as carbon sequestration, ground water recharging and storm water runoff reduction.

### **Ecological Goals**

1. Maintain the present extent of the rockland hammock.
2. Encourage and maintain a diverse understory and preserve rare hammock species.
3. Promote regeneration and growth of native hardwoods and rare plants (ferns).
4. Provide suitable habitat for native wildlife.
5. Eliminate invasive exotic species.
6. Maintain solution holes and rare fern populations.

### **Management Goals**

1. Continue to eliminate exotic plant species from interior of hammock to maintain 3% or less exotic plant species cover.
2. Eradicate all invasive exotic plant species from perimeter and interior of hammock and prevent exotic re-colonization. Ensure that no more than 50 square feet cover of any exotic plant species remains.
3. Control reproduction of exotic seeds within the site.

DERM will periodically inspect property to ensure that management goals are achieved.

### **Management Techniques and Schedule for Rockland Hammock**

(No heavy machinery is allowed within the site. All work must be done by hand (i.e. chainsaw, hand tools))

**Year 1-2:** Continued hand removal and herbicide treatment of exotic plant species (trees, vines, palms and ornamentals) is required by DERM. Since exotic plant species appear as a minor population through out, concurrent management through out the site is recommended. All exotic seedlings should be hand pulled if possible. Multiple herbicide treatments may be needed. Heavy machinery is not, under any circumstances or purposes, to be used within any portion of the covenanted preservation area. The eradication of large exotic trees may be achieved by removal or by treatment in place. Opportunities created by the removal of exotics shall be monitored to ensure that native regeneration is out competing exotic regeneration. Extreme care must be taken to maintain microclimates, intact substrate and solution holes. Consider introduction of rare fern populations found on nearby sites and rare epiphytes (i.e. orchids) typical of a hardwood hammock.

**Year 3-5:** Continue to eradicate exotic plants. Retreat any re-sprouting or re-colonizing exotic plants to maintain 3% or less exotic plant cover. Monitor native plant recruitment. Continue monitoring plant populations found on site.

**Year 6-10:** Continue to eradicate exotic and invasive plants and vines and maintain diverse understory, encourage the spread and resiliency of rare species and maintain 3% or less exotic cover. Monitor plant populations found on site.

**PLANT SPECIES LIST\***

Plant taxa are listed by habit and origin. Key to Origin/Status codes:

N	native to South Florida
R	ruderal
FL endangered	listed as an endangered species in the state of Florida
FL threatened	listed as an endangered species in the state of Florida
E	exotic to South Florida
EPPC I	category I as per Florida Exotic Pest Plant Council (most invasive)
EPPC II	category II as per Florida Exotic Pest Plant Council (invasive)

<u>Scientific Name</u>	<u>Common Name</u>	<u>Origin/Status</u>
<i>Adenanthera pavonina</i>	red sandalwood	E/ EPPC (II)
<i>Adiantum tenerum</i>	brittle maidenhair	N/ FL endangered
<i>Albizia lebbbeck</i>	woman's tongue	E/ EPPC (I)
<i>Alstonia macrophylla</i>	devil tree	E
<i>Ardisia escallonioides</i>	marlberry	N
<i>Asplenium dentatum</i>	toothed spleenwort	N/ FL endangered
<i>Bambusa spp.</i>	bamboo	E
<i>Bursera simaruba</i>	gumbo limbo	N
<i>Capparis spp</i>	caper	N
<i>Carica papaya</i>	papaya	N
<i>Cecropia palmate</i>	trumpet tree	E/ EPPC (II)
<i>Chrysophyllum oliviforme</i>	satinleaf	N/ FL threatened
<i>Coccoloba diversifolia</i>	pigeon plum	N
<i>Dicanthelium commutatum</i>	variable witchgrass	N
<i>Epipremnum spp.</i>	pothos	E/ EPPC (II)
<i>Erythrina herbacea</i>	coralbean	N
<i>Eugenia axillaris</i>	white stopper	N
<i>Eugenia uniflora</i>	Surinam-cherry	E/ EPPC (I)
<i>Exothea paniculata</i>	inkwood	N
<i>Ficus aurea</i>	strangler fig	N
<i>Ilex krugiana</i>	Krug's holly	N/ FL threatened
<i>Krugiodendron ferrum</i>	black ironwood	N
<i>Livistona chinensis</i>	Chinese fan palm	E/ EPPC (II)
<i>Lysiloma latisiliquum</i>	false tamarind	N
<i>Merremia tuberosa</i>	woodrose	E/ EPPC (II)
<i>Mimosa pigra</i>	catclaw mimosa	E/ EPPC (I)
<i>Myrsine cubana</i>	myrsine	N
<i>Ocotea coriacea</i>	lancewood	N
<i>Oeceoclades maculata</i>	African monk orchid	E
<i>Parthenocissus quinquefolia</i>	virginia creeper	N

<i>Paspalum spp</i>	paspalum	N
<i>Passiflora suberosa</i>	corkystem passionflower	N
<i>Peperomia obtusifolia</i>	Florida peperomia	N/ FL endangered
<i>Pimenta dioica</i>	allspice	N
<i>Pisonia aculeata</i>	devil's claws	N
<i>Psychotria nervosa</i>	wild coffee	N
<i>Psychotria sulzneri</i>	shortleaf wild coffee	N
<i>Prunus myrtifolia</i>	West Indian cherry	N/ FL threatened
<i>Quercus virginiana</i>	live oak	N
<i>Rivina humilis</i>	rouge plant	N
<i>Sabal palmetto</i>	sabal palm	N
<i>Schefflera actinophylla</i>	Queensland umbrella tree	E / EPPC (I)
<i>Sideroxylon foetidissimum</i>	false mastic	N
<i>Sideroxylon salicifolium</i>	willow bustic	N
<i>Simarouba glauca</i>	paradise tree	N
<i>Stachytarpheta jamaicensis</i>	blue porterweed	N
<i>Tectaria fimbriata</i>	Least halberd fern	N/ FL endangered
<i>Thelypteris kunthii</i>	Southern shield fern	N
<i>Thelypteris reptans</i>	creeping star hair fern	N/ FL endangered
<i>Tillandsia spp.</i>	airplant	N
<i>Toxicodendron radicans</i>	poison ivy	N
<i>Tradescantia spathacea</i>	oyster plant	E / EPPC (II)
<i>Turnera ulmifolia</i>	yellow alder	E

**\*Please note that this is not a complete plant species list. The list includes the plants that account for the highest percentage of overall biomass within the property.**

---

**MANAGEMENT PLAN AGREEMENT (must be signed by all owners)**

I, Jeffrey P. Agron hereby certify that I have read and understood this management plan, and agree to follow its management recommendations.

Jeffrey P. Agron  
SIGNATURE

10-21-15  
DATE

I, Liliana C. Agron hereby certify that I have read and understood this management plan and agree to follow its management recommendations.

Liliana C. Agron  
SIGNATURE

10-21-15  
DATE

## ATTACHMENT D

THIS INSTRUMENT PREPARED BY:

Ricardo F. and Virginia L. Arnaldo

Mailing address:

25005 SW 197 Ave

Miami-Dade County, Fl 33031

COVENANT RUNNING WITH THE  
LAND IN FAVOR OF MIAMI-DADE  
COUNTY, FLORIDA, CONCERNING  
ENVIRONMENTALLY ENDANGERED  
LAND LOCATED AT 25005 SW 197  
AVE, MIAMI-DADE COUNTY,  
FLORIDA, CURRENTLY FOLIO # 30-  
6826-000-0240

WHEREAS, the undersigned Owner, Ricardo F. and Virginia L. Arnaldo, holds the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A," attached hereto, and hereinafter called the "Property," and

IN ORDER TO ASSURE the County that the representations made by the Owner in the application, pursuant to Chapter 25B of the Code of Miami-Dade County and Section 193.501 of the Florida Statutes, will be abided by the Owner freely, voluntarily, and without duress, the Owner makes the following Covenant covering and running with the property:

1. The EEL Preservation Area on the Property, as shown on the map attached hereto as Exhibit B and incorporated herein by reference, shall be maintained in its present natural state.
2. The EEL Preservation Area on the Property shall be and the same is hereby subject to the conservation restrictions set forth in Exhibit C, which is attached hereto and incorporated herein by reference, including, but not limited to, the requirement that the Owner, shall

maintain the EEL Preservation Area free of vegetation which is not native to Miami-Dade County, pursuant to Section 24-5 of the Code of Miami-Dade County and as determined by the Director of the Department of Regulatory and Economic Resources, or successor department, in his or her sole discretion. No native vegetation may be removed, trimmed, or destroyed in the EEL Preservation Area without prior written consent from the Director or Director's designee of the Department of Regulatory and Economic Resources, or successor department.

3. **County Inspection and Requests for Curative Action.** As further part of this Covenant, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, shall have the right, upon written notification to the, then, owner(s) of the Property, as reflected in the Property Appraiser's records, to inspect the Property at reasonable times to determine whether the Property is being maintained in the manner required by 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 then, owner(s) in writing by Certified Mail, return receipt requested, at the address of record from the Property Appraiser's office,, of the particular curative action required and the reasons therefor. The, then, 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 therefor.
4. **Covenant Running with the Land.** This Covenant on the part of the Owner shall constitute a covenant running with the land and shall be recorded, at Owner's expense, in

the public records of Miami-Dade County, Florida, together with a certified copy of the Board of County Commissioners' resolution accepting the covenant, and shall remain in full force and effect and be binding on undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. The Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Covenant does not in any way obligate or provide a limitation on the County. The Owner shall also send a copy of the recorded covenant and Board of County Commissioners' resolution accepting the covenant to the Miami-Dade County Property Appraiser.

5. **Term.** This Covenant is to run with the land and shall be binding on all parties and all persons claiming under it for a period of ten (10) years from the date this Covenant is recorded, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Covenant has first been modified or released by Miami-Dade County.
  
6. **Modification, Amendment, Release.** This Covenant may be modified, amended or released as to the land herein described, or any portion thereof, by written instrument executed by the, then, owner(s) of all of the Property, provided that the same is also approved by the Board of County Commissioners of Miami-Dade County, Florida. The release from this Covenant shall be made after public hearing and after a determination by the Board of County Commissioners of Miami-Dade County that such release would not adversely affect the interest of the public. Notice of said public hearing shall be published

once a week for at least two (2) weeks in a newspaper of general circulation in Miami-Dade County, prior to said hearing. Furthermore, release of this Covenant shall only be made to the Owner upon payment of the deferred tax liability pursuant to Section 25B-17(b) of the Code of Miami-Dade County.

7. **Enforcement.** The, then, owner or anyone with the owner's knowledge or consent shall not use the Property in any manner inconsistent with the terms of this Covenant without first obtaining a written instrument from the Board of County Commissioners of Miami-Dade County which releases the Owner from the terms of the covenant, and which instrument must be promptly recorded in the public records of Miami-Dade County, Florida. Any violation of this section shall constitute a breach of this Covenant, for which the Board of County Commissioners may revoke the covenant and require the Owner to pay the deferred tax liability as such term is defined in Section 25B-17(b) of the Code of Miami-Dade County. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.
  
8. **Renewal.** The current owner(s) of the property may apply to renew this covenant for successive ten (10) year periods following the termination of the term of this covenant. Applications for such renewals shall be submitted to the Miami-Dade County Department of Regulatory and Economic Resources, or successor department, and such applications for renewal may be approved administratively by the Director of the Miami-Dade County Department of Regulatory and Economic Resources, or successor department. After approval of a renewal, the Owner shall record, at Owner's expense, a renewed covenant in the public records of Miami-Dade County, Florida. Said renewed covenant shall be in a

form approved by the Director of the Miami-Dade County Department of Regulatory and Economic Resources, or successor department.

9. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such additional rights, remedies or privileges.
10. **Severability.** Invalidation of any one of these provisions, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.
11. **Recording.** This Covenant, along with a certified copy of the resolution from the Board of County Commissioners accepting the Covenant, shall be filed of record in the public records of Miami-Dade County, Florida at the costs of the Owners after the effective date of the Board of County Commissioners' resolution accepting the Covenant. This Covenant shall become effective immediately upon recordation.
12. **Acceptance of Covenant.** Acceptance of this Covenant does not obligate the County in any manner, nor does it entitle the Owner to approval of any application, and the Board of County Commissioners and the County retain full power and authority to deny each such application in whole or in part.
13. **Owner.** The term Owner shall include the Owner, and its heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this 21 day of Sept, 2015.

INDIVIDUAL

WITNESSES:

sign [Signature]  
print Gilbert Cebeno  
sign [Signature]  
print Manuel Blacin  
sign [Signature]  
print Gilbert Cebeno  
sign [Signature]  
print Manuel Blacin

OWNER(S):

sign [Signature]  
print R. F. Arnaldo  
Address 25005 SW 197 Av  
sign [Signature]  
print V. Sward  
Address 25005 SW 197 Av  
sign \_\_\_\_\_  
print \_\_\_\_\_  
Address \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

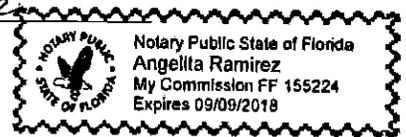
The foregoing instrument was acknowledged before me this 21 day of Sept. 2015, by Ricardo Arnaldo & Virginia Sward who is personally known to me or who has produced FL. DL. as identification and who did take an oath.

NOTARY PUBLIC:

Sign [Signature]

Print Angelita Ramirez

State of Florida at Large (Seal)  
My Commission Expires: 9-9-18



**EXHIBIT A**

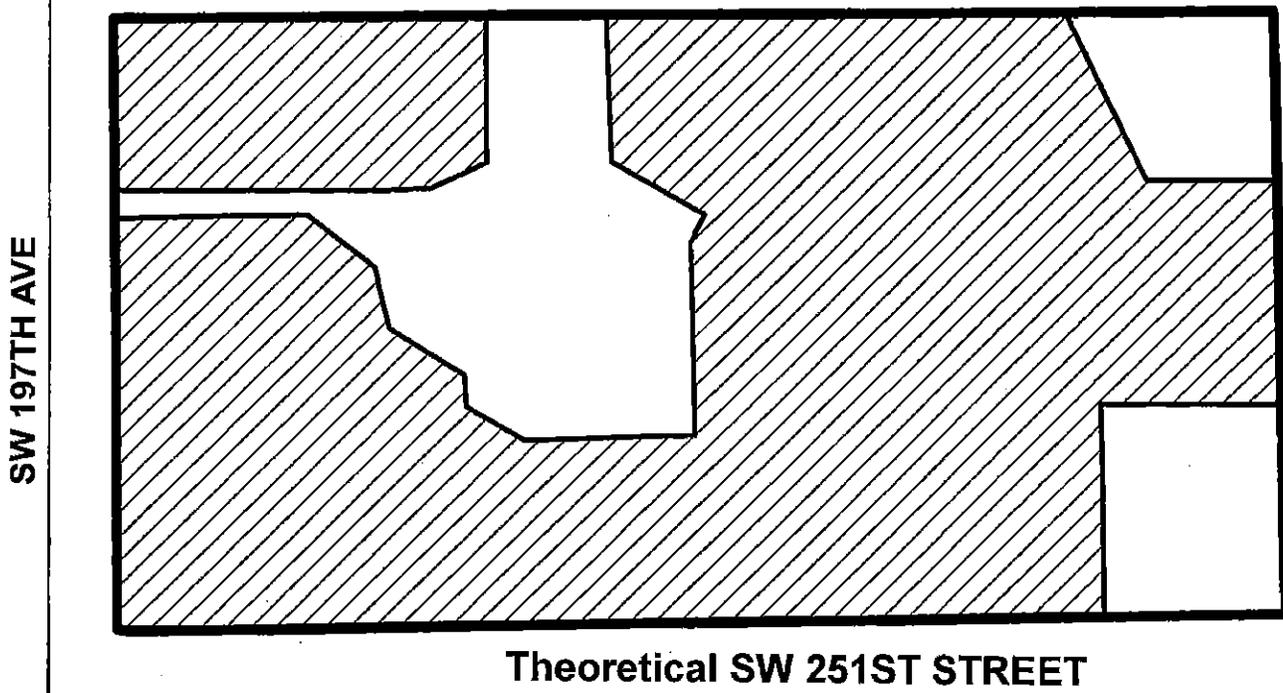
**LEGAL DESCRIPTION**

**Folio Number:** 30-6826-000-0240

**Property Address:** 25005 SW 197 AVE  
MIAMI-DADE COUNTY, FL 33031

**Legal description:** THE NORTH ½ OF THE SW ¼ OF THE NW ¼ OF THE  
NW ¼ OF SECTION 26, TOWNSHIP 56 SOUTH,  
RANGE 38 EAST, LYING AND BEING IN MIAMI-  
DADE COUNTY, FLORIDA, LESS THE WEST 35 FEET  
FOR ROAD.

**EXHIBIT B: EEL boundary of Virginia Sward & Ricardo Arnaldo property  
Folio#: 30-6826-000-0240**



**Legend**

-  EEL Covenanted Area: 3.74 acres
-  Property boundaries
-  All Streets

Map created  
on 9/10/2015



SCALE: 1 inch = 98 feet

## Exhibit C

### Pine Rockland Management Plan for Arnaldo Property

**Location:** 25005 SW 197 Avenue, Miami-Dade County, Florida.

**Size:** 4.70 acres parcel  
3.74 acres qualify for an Environmentally Endangered Lands (EEL) covenant

**Folio #:** 30-6826-000-0240

**Forest Type:** Pine Rockland

#### Location

The property is located at 25005 SW 197 Ave and lies in Section 26 of Township 56, Range 38.

Distance from nearest EEL site: ~11,200 feet from West Biscayne Pineland  
Distance from nearest EEL covenanted site: ~3,100 feet from 26055 SW 197 Ave  
Distance from nearest county-designated Natural Forest Community (NFC): ~0.00 feet (adjacent) to 25045 SW 197 Ave

#### Property Information

The property consists of a 4.70 acres parcel with an irregular shaped preservation area on the edges of the parcel surrounding a private residence in the middle. This property is an area with agricultural land zoning with some properties being used for residential purposes. Additionally 2.98 acres of the subject site are designated as a NFC pine rockland, this is remaining NFC permitted from the original 3.5 acres designated in 1984 by the Miami-Dade County Board of County Commissioners, via Resolution No. R-1764-84. This NFC may be found on Miami-Dade County Natural Forest Community Map 31, T56 R38 S26, parcel C. NFCs are protected and regulated via Section 24-49 of the Code of Miami-Dade County.

Pine rocklands were once South Florida's dominant plant community, occupying about 186,000 acres along 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 canopy is dominated almost exclusively by slash pines. Beneath this canopy lays a rich understory composed of grasses, sedges, palms, vines, shrubs and wildflowers

of temperate and tropical origin, many of which are listed as endangered or threatened. 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 rare and unique plant species. Pine rocklands are South Florida's most floristically diverse plant community and contain several endemic species that are found nowhere else in the world. For this reason, the Florida Natural Areas Inventory (FNAI) classifies pine rocklands as globally imperiled. The implementation of this management plan helps reduce exotic plant infestations and also maintains and re-establishes federally and State listed plant species within Miami-Dade County, both of which are stated as objectives in CON-8 of the Miami-Dade County Comprehensive Development Master Plan (CDMP).

### **Present Condition**

The natural plant community is typical of a pine rockland with an herbaceous understory and pine canopy. The understory consists of many typical pine rockland plant species. These include, but are not limited to, locust berry (*Byrsonima lucida*), man-in-the-ground (*Ipomea microdactyl*), Florida shrub thoroughwort (*Koanophyllum villosum*), running oak (*Quercus pumila*), white indigoberry (*Rhandia aculeata*), winged sumac (*Rhus copallinum*), saw palmetto (*Serenoa repens*), West Indian lilac (*Tetrazygia bicolor*), and coontie (*Zamia integrifolia*). Slash pines (*Pinus elliotti* var *densa*) can be found throughout the preservation area. Overall the site scored a high amount of plant diversity which included endemic and listed species.

Some exotic and invasive species are found within the preservation area. The natural area contained approximately 5% vegetative cover of exotic plant species. The exotic plant cover is concentrated in areas to the west that are undergoing the most intense management. A significant amount of organic material has formed within portions of the preservation area due to lack of fire. This is impacting the viability of the herbaceous understory. Some pinnacle rock is found within the site, including a few outcroppings.

The portion of the property that qualifies for an EEL Covenant is separated from the non-qualifying area into a group of management areas. Most of the management areas are in very good condition. However, areas have been fire depressed pine rockland but active management in these areas resulted in very little nuisance vegetation. Recommended management techniques include restoration methods that mimic the effects of fire including removal of pine duff and organic material, thinning of hardwoods and removal of vines.

Portions of the site are under a restoration regime progressing from disturbed to restored pine rockland. These areas are in the eastern portion and northwest portion of the site. Recommended management techniques include continuing to seed the areas to promote recruitment of native plant species and exclude exotics by spraying, handpulling, and where applicable mowing techniques.

### **Conclusion**

The subject site provides connectivity for the a small grouping of NFCs within this part of the county. A portion of the property (including a non-NFC area) is designated critical habitat for *Linum carteri*. The preservation area provides excellent connectivity of habitat for wildlife and endangered species.

The county will benefit from the active management of the site through the inherit values that natural areas provide and by gaining improved and increased wildlife habitat and biodiversity. It is important to note that the preservation of this site, as well as other natural areas in the EEL Covenant Program, provides other environmental benefits such as carbon sequestration, ground water recharging and storm water runoff reduction.

### **Ecological Goals**

1. Maintain area to allow for development of pine rockland herbaceous understory.
2. Promote regeneration of slash pines.
3. Provide suitable habitat for native wildlife.
4. Eliminate non-native and control invasive plant species found on the site.

### **Management Goals**

1. Eradicate exotic plant species and maintain the preservation area at less than 3% exotic plant cover.
2. Prescribed burn or removal of organic material such as pine duff as a fire substitute.
3. Prescribed burn or management of hardwoods and vines to mimic fire management.
4. Allow natural regeneration of native plants.

Miami-Dade County DERM will periodically inspect the property to ensure that management goals are achieved.

### **Management Techniques and Schedule**

No heavy machinery is allowed within the site. All work must be done by hand (i.e. chainsaw, hand tools). Mowing within the covenanted areas is prohibited.

**Year 1-2:** Initial hand removal of pine duff and other accumulated organics is recommended. Eradication of exotic plants maintaining the site at less than 3% exotic plant cover. Perform if possible a prescribed burn or remove accumulated organics, including pine duff and thin out understory plant species. If appropriate, begin to phase out mowing regime for

portions of the preservation area transitioning from disturbed to restored pine rockland. Monitor native plant recruitment and wildlife.

**Year 3-5:** Continue to eradicate exotic plants and re-treat any re-sprouting or re-colonizing exotic plants to maintain 3% or less exotic plant cover. If a prescribed burn isn't possible, continue the removal of accumulated organics, including pine duff. If appropriate, begin to phase out mowing regime for portions of the preservation area transitioning from disturbed to restored pine rockland. Monitor native plant recruitment and wildlife. Thin out hardwoods and vines if needed to maintain an open understory.

**Year 6-10:** Continue to eradicate exotic and invasive plants and maintain diverse understory, rare species and 3% or less exotic cover. Monitor native plant recruitment and wildlife. Remove excessive organic material, thin out hardwoods and vines if needed to maintain an open understory or perform a prescribed burn.

### PLANT SPECIES LIST\*

Plant taxa are listed by habit and origin. Key to Origin/Status codes:

N	native to South Florida
R	ruderal
FL endangered	listed as an endangered species in the state of Florida
FL threatened	listed as a threatened species in the state of Florida
E	exotic to South Florida
EPPC I	category I as per Florida Exotic Pest Plant Council (most invasive)
EPPC II	category II as per Florida Exotic Pest Plant Council (invasive)

<u>Scientific Name</u>	<u>Common Name</u>	<u>Origin/Status</u>
<i>Abrus precatorius</i>	rosary pea	E / EPPC (I)
<i>Acalypha chamaedrifolia</i>	three seeded mercury	N
<i>Albizia lebbek</i>	woman's tongue	E / EPPC (I)
<i>Anemia adiantifolia</i>	maidenhair pineland fern	N
<i>Angadenia berteroi</i>	pineland angadenia	N
<i>Ardisia escallanioides</i>	marlberry	N
<i>Ardisia elliptica</i>	shoebutton ardisia	E / EPPC (I)
<i>Bidens alba</i>	Spanish needles	N
<i>Bursera simaruba</i>	gumbo limbo	N
<i>Byrsonima lucida</i>	locust berry	N / FL threatened
<i>Callicarpa americana</i>	beauty berry	N
<i>Carica papaya</i>	papaya	N
<i>Chamaecrista deeringiana</i>	Deering partridge pea	N
<i>Chiococca parvifolia</i>	pineland snowberry	N
<i>Cnidoscopus stimulosus</i>	tread softly	N
<i>Conocarpus erectus</i>	buttonwood	N
<i>Cordia sebestena</i>	orange geiger tree	N
<i>Crossopetalum ilicifolium</i>	quailberry	N / FL threatened

<i>Crotalaria pumila</i>	low rattlebox	N
<i>Croton linearis</i>	pineland croton	N
<i>Dychroste oblongifolia</i>	twinflower	N
<i>Euphorbia heterophylla</i>	fiddler's spurge	N
<i>Forestiera segregata</i>	pineland privet	N
<i>Galium hispidulum</i>	coastal bedstraw	N
<i>Guettarda scabra</i>	rough velvet seed	N
<i>Ipomea microdactyla</i>	man-in-the-ground	N / FL endangered
<i>Jacquemontia curtisii</i>	pineland clustervine	N
<i>Jasminum dichotomum</i>	Gold Coast jasmine	E / EPPC (I)
<i>Koanophyllum villosum</i>	Florida shrub thoroughwort	N / FL endangered
<i>Lantana involucrata</i>	wild sage	N
<i>Lantana depressa</i>	pineland lantana	N / FL endangered
<i>Leucaena leucocephala</i>	lead tree	E / EPPC (II)
<i>Licania michauxii</i>	gopher apple	N
<i>Melanthera angustifolia</i>	prairie black anthers	N
<i>Merremia tuberosa</i>	wood rose	E / EPPC (II)
<i>Metopium toxiferum</i>	poisonwood	N
<i>Morinda royoc</i>	cheese shrub	N
<i>Myrica cerifera</i>	wax myrtle	N
<i>Myrsine floridana</i>	myrsine	N
<i>Neyraudia reynaudiana</i>	Burma reed	E / EPPC (I)
<i>Passiflora suberosa</i>	corky stem passion flower	N
<i>Phyllanthus pentaphyllus</i> var. <i>floridana</i>	five petal leaf flower	N / Endemic
<i>Pinus elliottii</i> var. <i>densa</i>	South Florida slash pine	N / Endemic
<i>Piriqueta cistoides</i> ssp. <i>caroliniana</i>	striped pitseed	N
<i>Polygala violacea</i>	candyweed	N
<i>Pteridium aquilinum</i> var. <i>caudatum</i>	lacy bracken	N
<i>Quercus pumila</i>	running oak	N
<i>Randia aculeata</i>	white indigoberry	N
<i>Rhus copallinum</i>	winged sumac	N
<i>Rhynchospora floridensis</i>	white top sedge	N
<i>Ruellia carolinensis</i>	wild petunia	N
<i>Sabal palmetto</i>	cabbage palm	N
<i>Schinus terebinthifolius</i>	Brazilian pepper	E / EPPC (I)
<i>Schizachyrium gracile</i>	wire bluestem	N
<i>Serenoa repens</i>	saw palmetto	N
<i>Sideroxylon salicifolium</i>	willow bustic	N
<i>Smilax auriculata</i>	earleaf greenbrier	N
<i>Symphotrichum adnatum</i>	clasping aster	N
<i>Syzygium cumini</i>	Java plum	E / EPPC (I)
<i>Swetiena mahagoni</i>	West Indian mahogany	N / FL threatened
<i>Tabebuia heterophylla</i>	white cedar	E
<i>Tetrazygia bicolor</i>	West Indian lilac	N / FL threatened
<i>Tragia saxicola</i>	Florida Keys noseburn	N / FL threatened
<i>Trema micrantha</i>	Florida trema	N

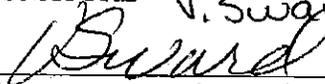
<i>Tripsacum floridanum</i>	Florida gamma grass	N/ FL threatened
<i>Vitis rotundifolia</i>	Muscadine grape	N
<i>Zamia furfuracea</i>	cardboard palm	N/ EPPC (II)
<i>Zamia integrifolia</i>	coontie	N

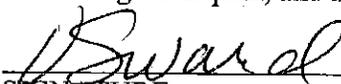
\*Please note that this is not a complete plant species list. The list includes the plants that were observed by staff on the date of the inspection.

**MANAGEMENT PLAN AGREEMENT (must be signed by all owners)**

I, R. F. Arnaldo hereby certify that I have read and understood this management plan, and agree to follow its management recommendations.

x  9-21-15  
 SIGNATURE V. Sward DATE

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

 9-21-15  
 SIGNATURE DATE

## ATTACHMENT E

THIS INSTRUMENT PREPARED BY:

Donald and Joyce Gann

Mailing address:

22601 SW 152 Ave

Miami-Dade County, FL 33170

COVENANT RUNNING WITH THE  
LAND IN FAVOR OF MIAMI-DADE  
COUNTY, FLORIDA, CONCERNING  
ENVIRONMENTALLY ENDANGERED  
LAND LOCATED IN THE VICINITY OF  
SW 224 ST AND SW 154 AVE, MIAMI-  
DADE COUNTY, FLORIDA,  
CURRENTLY FOLIO # 30-6916-001-0460

WHEREAS, the undersigned Owner, Hammock Restoration Inc, holds the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A," attached hereto, and hereinafter called the "Property," and

IN ORDER TO ASSURE the County that the representations made by the Owner in the application, pursuant to Chapter 25B of the Code of Miami-Dade County and Section 193.501 of the Florida Statutes, will be abided by the Owner freely, voluntarily, and without duress, the Owner makes the following Covenant covering and running with the property:

1. The EEL Preservation Area on the Property, as shown on the map attached hereto as Exhibit B and incorporated herein by reference, shall be maintained in its present natural state.
2. The EEL Preservation Area on the Property shall be and the same is hereby subject to the conservation restrictions set forth in Exhibit C, which is attached hereto and incorporated herein by reference, including, but not limited to, the requirement that the Owner, shall

maintain the EEL Preservation Area free of vegetation which is not native to Miami-Dade County, pursuant to Section 24-5 of the Code of Miami-Dade County and as determined by the Director of the Department of Regulatory and Economic Resources, or successor department, in his or her sole discretion. No native vegetation may be removed, trimmed, or destroyed in the EEL Preservation Area without prior written consent from the Director or Director's designee of the Department of Regulatory and Economic Resources, or successor department.

3. **County Inspection and Requests for Curative Action.** As further part of this Covenant, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, shall have the right, upon written notification to the, then, owner(s) of the Property, as reflected in the Property Appraiser's records, to inspect the Property at reasonable times to determine whether the Property is being maintained in the manner required by 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 then, owner(s) in writing by Certified Mail, return receipt requested, at the address of record from the Property Appraiser's office,, of the particular curative action required and the reasons therefor. The, then, 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 therefor.
  
4. **Covenant Running with the Land.** This Covenant on the part of the Owner shall constitute a covenant running with the land and shall be recorded, at Owner's expense, in

the public records of Miami-Dade County, Florida, together with a certified copy of the Board of County Commissioners' resolution accepting the covenant, and shall remain in full force and effect and be binding on undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. The Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Covenant does not in any way obligate or provide a limitation on the County. The Owner shall also send a copy of the recorded covenant and Board of County Commissioners' resolution accepting the covenant to the Miami-Dade County Property Appraiser.

5. **Term.** This Covenant is to run with the land and shall be binding on all parties and all persons claiming under it for a period of ten (10) years from the date this Covenant is recorded, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Covenant has first been modified or released by Miami-Dade County.
  
6. **Modification, Amendment, Release.** This Covenant may be modified, amended or released as to the land herein described, or any portion thereof, by written instrument executed by the, then, owner(s) of all of the Property, provided that the same is also approved by the Board of County Commissioners of Miami-Dade County, Florida. The release from this Covenant shall be made after public hearing and after a determination by the Board of County Commissioners of Miami-Dade County that such release would not adversely affect the interest of the public. Notice of said public hearing shall be published

once a week for at least two (2) weeks in a newspaper of general circulation in Miami-Dade County, prior to said hearing. Furthermore, release of this Covenant shall only be made to the Owner upon payment of the deferred tax liability pursuant to Section 25B-17(b) of the Code of Miami-Dade County.

7. **Enforcement.** The, then, owner or anyone with the owner's knowledge or consent shall not use the Property in any manner inconsistent with the terms of this Covenant without first obtaining a written instrument from the Board of County Commissioners of Miami-Dade County which releases the Owner from the terms of the covenant, and which instrument must be promptly recorded in the public records of Miami-Dade County, Florida. Any violation of this section shall constitute a breach of this Covenant, for which the Board of County Commissioners may revoke the covenant and require the Owner to pay the deferred tax liability as such term is defined in Section 25B-17(b) of the Code of Miami-Dade County. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.
  
8. **Renewal.** The current owner(s) of the property may apply to renew this covenant for successive ten (10) year periods following the termination of the term of this covenant. Applications for such renewals shall be submitted to the Miami-Dade County Department of Regulatory and Economic Resources, or successor department, and such applications for renewal may be approved administratively by the Director of the Miami-Dade County Department of Regulatory and Economic Resources, or successor department. After approval of a renewal, the Owner shall record, at Owner's expense, a renewed covenant in the public records of Miami-Dade County, Florida. Said renewed covenant shall be in a

form approved by the Director of the Miami-Dade County Department of Regulatory and Economic Resources, or successor department.

9. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such additional rights, remedies or privileges.
10. **Severability.** Invalidation of any one of these provisions, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.
11. **Recording.** This Covenant, along with a certified copy of the resolution from the Board of County Commissioners accepting the Covenant, shall be filed of record in the public records of Miami-Dade County, Florida at the costs of the Owners after the effective date of the Board of County Commissioners' resolution accepting the Covenant. This Covenant shall become effective immediately upon recordation.
12. **Acceptance of Covenant.** Acceptance of this Covenant does not obligate the County in any manner, nor does it entitle the Owner to approval of any application, and the Board of County Commissioners and the County retain full power and authority to deny each such application in whole or in part.
13. **Owner.** The term Owner shall include the Owner, and its heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this 1<sup>st</sup> day of October, 2015.

INDIVIDUAL

WITNESSES:

sign Mitzi Moody

print MITZI MOODY

sign Elizabeth Ingalls

print ELIZABETH INGALLS

sign \_\_\_\_\_

print \_\_\_\_\_

sign \_\_\_\_\_

print \_\_\_\_\_

OWNER(S):

sign Donald Gann

print DONALD GANN

Address 22145 SW 154 Ave, Miami, FL 33176

sign Joyce Gann

print Joyce Gann

Address 22145 SW 154 Ave, Miami, FL 33176

sign \_\_\_\_\_

print \_\_\_\_\_

Address \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of October, 2015, by Donald + Joyce Gann (who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

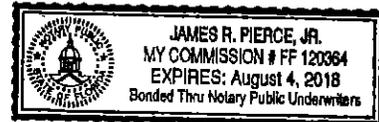
NOTARY PUBLIC

Sign [Signature]

Print James R. Pierce, Jr.

State of Florida at Large (Seal)

My Commission Expires:



**EXHIBIT A**

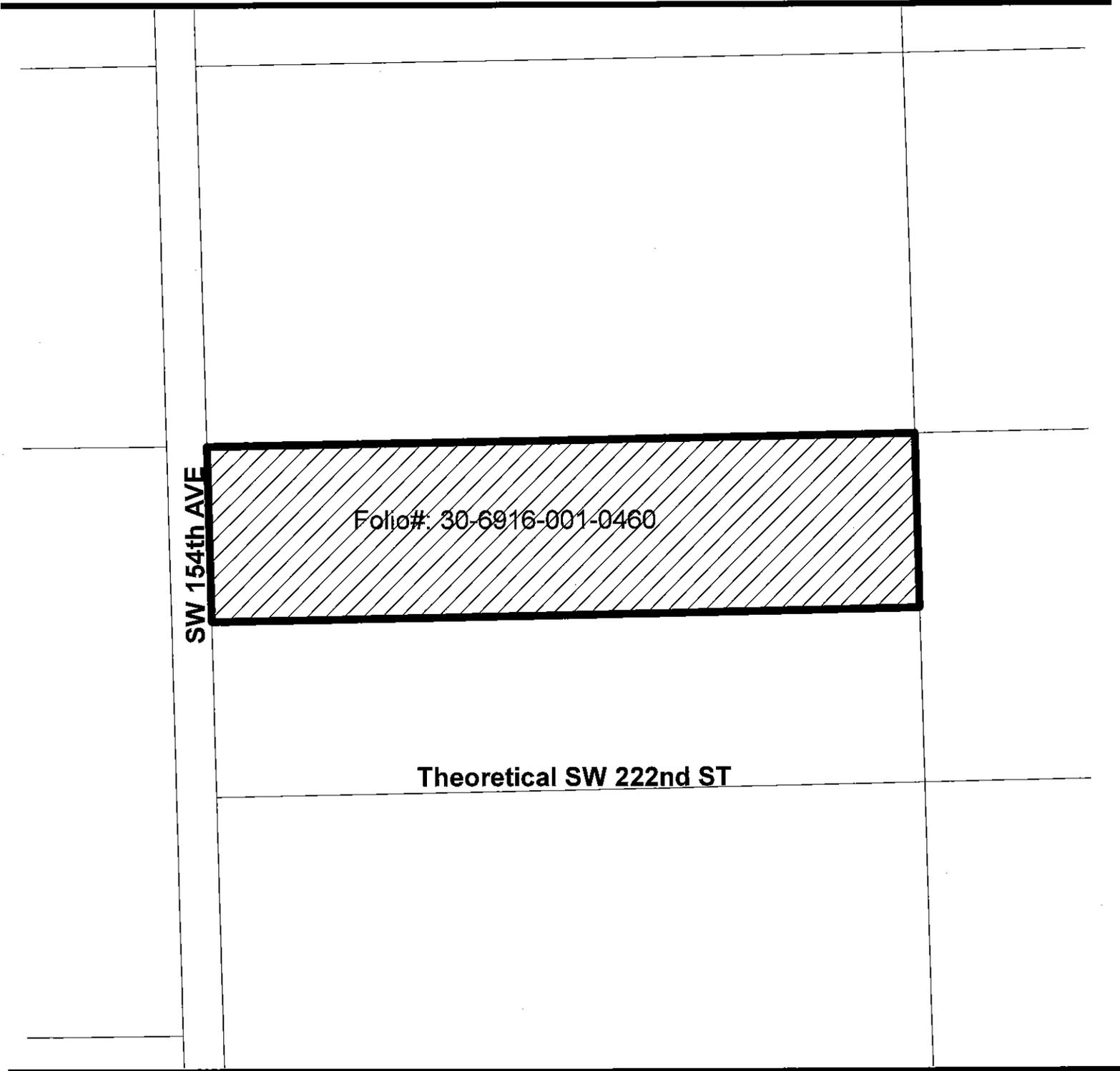
**LEGAL DESCRIPTION**

**Folio Number:** 30-6916-001-0460

**Property Address:** IN THE VICINITY OF SW 224 ST AND SW 154 AVE  
MIAMI-DADE COUNTY, FL

**Legal description:** THE NORTH ½ OF LOT 54, REDLAND CITRUS  
ORCHARDS, ACCORDING TO THE PLAT THEREOF,  
RECORDED IN PLAT BOOK 5, AT PAGE 31, OF THE  
PUBLIC RECORDS OF MIAMI-DADE COUNTY,  
FLORIDA.

**EXHIBIT B: EEL boundary of Hammock Restoration Inc FL property  
Folio#: 30-6916-001-0460**



**Legend**

-  Hammock Restoration Inc FL property boundary
-  EEL Covenanted Area: 2.5 acres
-  Parcels

Map created by  
Luis Moreno  
on 7/10/2015



SCALE: 1 inch = 125 feet

70

**Exhibit C**  
**Rockland Hammock Management Plan**  
**for Hammock Restoration, Inc.**

**Location:** Vicinity of SW 224<sup>th</sup> St and SW 154<sup>th</sup> Ave, Miami-Dade County, Florida.

**Size:** 2.50 acres parcel  
2.50 acres qualify for an Environmentally Endangered Lands (EEL) covenant

**Folio #:** 30-6916-001-0460

**Forest Type:** Rockland hammock

**Location**

The property is located on the east side of SW 154<sup>th</sup> Avenue approximately 1200 feet south of SW 216<sup>th</sup> St. The site is an undeveloped lot located outside the urban development boundary (UDB).

Distance from nearest EEL/county-owned site: ~150 feet to Castellow Hammock  
Distance from nearest EEL covenant site: Adjacent to 22145 SW 154 Ave  
Distance from nearest county-designated Natural Forest Community (NFC): Adjacent to 22145 SW 154 Ave

**Property Information**

The property is located in the vicinity of Castellow Hammock in the Redland Citrus Orchard subdivision. The EEL preservation area composes the entire property. This property is bordered on the south by a single-family home designated with agricultural land use. On the north and east the bordering properties are under agriculture. Additionally 2.5 acres of subject site are designated as NFC (Pine Rockland) in 1984 by the Miami-Dade County Board of County Commissioners, via Resolution No. R-1764-84 and may be found on Miami-Dade County Natural Forest Community Map 33, T56 R39 S21, parcel C. NFCs are protected and regulated via Section 24-49 of the Code of Miami-Dade County.

Rockland hammocks contain primarily broadleaf and mostly hardwood evergreen trees growing on outcrops of limestone. The closed canopy conditions typically found in rockland hammocks create a humid forest interior with low light levels. Under natural conditions this community is rarely subject to fire and forms dense forests in relatively small areas. Hammocks are floristically rich and harbor some of Florida's rarest plants and also serve as habitat for a wide array of animal species. Many of the rare plants harbored by this habitat are rare fern species found in geologically significant solution holes. In addition to the significant natural and geological resources found on the subject property, inclusion in the EEL program creates an opportunity to preserve habitat into which endangered plant populations can expand into.

### **Present Condition**

The current biological condition of the site can be classified as excellent. Prior to applying for the covenant this year, the property owners participated in a previous ten (10) year covenant and met the management goals outlined by Miami-Dade County. The qualifying portion of the property contains a plant community typical of a rockland hammock and contains very little exotic plant species cover. Rare plants found include smooth strongback (*Bourreria succulenta*), satin leaf (*Chrysophyllum oliviforme*), and West Indian cherry (*Prunus myrtifolia*) (see plant list). Additionally the property owners planted numerous endangered species typical of South Florida's native plant communities but not naturally occurring in the Castellow hammock forested area. These include cinnamon bark (*Cannela winterana*) and catclaw blackbead (*Pithocellobium unguis-cati*). The qualifying portion of the property consists of a canopied area with significant substrate formations throughout. The northern portion of the parcel was impacted via agricultural practices some time ago and contains somewhat disturbed rock substrate. The southern area is thought to contain a sinkhole.

The main threat to the site is the invasion of exotic plants. Exotic palms and trees are present on the property. Vines are the biggest issues in regards to non-native understory plants. This site has been invaded by pothos (*Epipremnum pinnatum*) and arrowhead vine (*Syngonium podophyllum*). With the exception of the maintenance pathways in the hammock the substrate is relatively undisturbed and is in very good condition.

### **Conclusion**

Overall, the site is in maintenance condition and will continue to improve with future management efforts. Management of this property has centered on eliminating invasive exotics, vine control, promoting native recruitment and the success of restoration planting.

The county will benefit from the active management of the site through the inherit values that natural areas provide and by gaining improved and increased wildlife habitat and biodiversity. It is important to note that the preservation of this site, as well as other natural areas in the EEL Covenant Program, provides other environmental benefits such as carbon sequestration, ground water recharging and storm water runoff reduction.

### **Ecological Goals**

1. Maintain the present extent of the rockland hammock.
2. Encourage and maintain a diverse understory and preserve rare hammock species.
3. Promote regeneration and growth of native hardwoods and rare plants (ferns).
4. Provide suitable habitat for native wildlife.
5. Eliminate invasive exotic species.
6. Maintain solution holes and rare fern populations.

### **Management Goals**

1. Continue to eliminate exotic plant species from interior of hammock to maintain 3% or less exotic plant species cover.
2. Maintain eradication of all invasive exotic plant species to ensure that no more than 50 square feet cover of any exotic plant species remains.
3. Control reproduction of exotic seeds within the site.

DERM will periodically inspect property to ensure that management goals are achieved.

### **Management Techniques and Schedule for Rockland Hammock**

(No heavy machinery is allowed within the site. All work must be done by hand (i.e. chainsaw, hand tools)

- Year 1-2:** Continued hand removal and herbicide treatment of exotic plant species (trees, vines, palms and ornamentals) is required by DERM. Since exotic plant species appear as a minor population through out, concurrent management through out the site is recommended. All exotic seedlings should be hand pulled if possible. Multiple herbicide treatments may be needed. Heavy machinery is not, under any circumstances or purposes, to be used within any portion of the covenanted preservation area.
- Year 3-5:** Continue to eradicate exotic plants. Retreat any re-sprouting or re-colonizing exotic plants to achieve goal of 3% or less exotic plant cover. Monitor native plant recruitment. Continue monitoring plant populations found on site.
- Year 6-10:** Continue to eradicate exotic and invasive plants and vines and maintain diverse understory, encourage the spread and resiliency of rare species and maintain 3% or less exotic cover. Monitor plant populations found on site.

## PLANT SPECIES LIST\*

Plant taxa are listed by habit and origin. Key to Origin/Status codes:

N	native to South Florida
R	ruderal
FL endangered	listed as an endangered species in the state of Florida
FL threatened	listed as an endangered species in the state of Florida
E	exotic to South Florida
EPPC I	category I as per Florida Exotic Pest Plant Council (most invasive)
EPPC II	category II as per Florida Exotic Pest Plant Council (invasive)

<u>Scientific Name</u>	<u>Common Name</u>	<u>Origin/Status</u>
<i>Alvaradoa amorphoides</i>	Mexican alvaradoa	N/ FL endangered
<i>Annona glabra</i>	pond apple	N
<i>Ardisia escallanioides</i>	marlberry	N
<i>Ardisia elliptica</i>	shoebutton ardisia	E / EPPC (I)
<i>Asclepias curassivica</i>	scarlet milkweed	E
<i>Bidens alba</i> var <i>radiata</i>	Spanish needles	N
<i>Bischofia javanica</i>	bishop's wood	E / EPPC (I)
<i>Bourreria succulenta</i>	smooth strongback	N/ FL endangered
<i>Bursera simaruba</i>	gumbo limbo	N
<i>Callicarpa americana</i>	beauty berry	N
<i>Calypttranthes pallens</i>	spicewood	N
<i>Cannela winterana</i>	cinnamon bark	N / Fl endangered
<i>Capparis flexuosa</i>	Jamaican caper	N
<i>Cardiospermum</i> spp.	balloonvine	N
<i>Chamaesyce hypericifolia</i>	graceful sandmat	N
<i>Chiococca alba</i>	snowberry	N
<i>Chrysophyllum oliviforme</i>	satin leaf	N / FL threatened
<i>Cissus verticillata</i>	possum grape	N
<i>Citrus jambhiri</i>	rough lemon	E
<i>Coccoloba diversifolia</i>	pigeon plum	N
<i>Colubrina elliptica</i>	soldierwood	N / Fl endangered
<i>Cordia sebestana</i>	orange geiger	N
<i>Dalbergia ecastaphyllum</i>	coinvine	N
<i>Digitaria ciliaris</i>	Southern crabgrass	N
<i>Dioscera bulbifera</i>	air potato	E / EPPC (I)
<i>Dodonea viscosa</i>	Florida varnishleaf	N
<i>Drypetes diversifolia</i>	milkbark	N/ FL endangered
<i>Eleusine indica</i>	Indian goose grass	E
<i>Epipremnum pinnatum</i>	pothos	E / EPPC (I)
<i>Eryobotrya japonica</i>	loquat	E
<i>Eugenia axillaris</i>	white stopper	N
<i>Eugenia confusa</i>	redberry stopper	N/ FL endangered
<i>Eugenia foetida</i>	Spanish stopper	N
<i>Euphorbia cyathophora</i>	painted leaf	N
<i>Exothea paniculata</i>	inkwood	N

<i>Ficus aurea</i>	strangler fig	N
<i>Galium hispidulum</i>	coastal bedstraw	N
<i>Guaiacum sanctum</i>	lignumvitae	N/ FL endangered
<i>Guettarda scabra</i>	rough velvetseed	N
<i>Gymnanthes lucida</i>	crabwood	N
<i>Hamelia patens</i>	firebush	N
<i>Ilex krugiana</i>	Krug's holly	N/ FL threatened
<i>Jasminum dichotomum</i>	Gold Coast jasmine	E/ EPPC (II)
<i>Krugiodendron ferreum</i>	black ironwood	N
<i>Livistona chinensis</i>	Chinese fan palm	N/ FL endangered
<i>Lysiloma latisiliquum</i>	wild tamarind	N
<i>Manilkera zapota</i>	sapodilla	E / EPPC (I)
<i>Momordica charantia</i>	balsam apple	E / EPPC (II)
<i>Myrcianthes fragrans</i>	Simpson's stopper	N/ FL threatened
<i>Myrica cerifera</i>	wax myrtle	N
<i>Myrsine floridana</i>	myrsine	N
<i>Nephrolepis cordifolia</i>	sword fern	E/ EPPC (I)
<i>Ocotea coriacea</i>	lancewood	N
<i>Oeceoclades maculata</i>	African monk orchid	E
<i>Passiflora suberosa</i>	corkstem passionflower	N
<i>Parthenocissus quinquefolia</i>	Virginia creeper	N
<i>Persea borbonia</i>	red bay	N
<i>Pisonia aculeata</i>	pull back vine	E
<i>Pithocellobium unguis-cati</i>	catclaw blackbead	N
<i>Polypodium polypodioides</i>	resurrection fern	N
<i>Prunus myrtifolia</i>	West Indian cherry	N/ FL threatened
<i>Psidium guajava</i>	guava	E/ EPPC (I)
<i>Psychotria nervosa</i>	wild coffee	N
<i>Psychotria sulzneri</i>	soft leaved wild coffee	N
<i>Quercus virginiana</i>	live oak	N
<i>Rivinia humilis</i>	rougeplant	N
<i>Sabal palmetto</i>	cabbage palm	N
<i>Senna mexicana</i> var. <i>chapmanii</i>	Bahama senna	N/ FL threatened
<i>Sideroxylon foetidissimum</i>	wild mastic	N
<i>Sideroxylon salicifolium</i>	willow bastic	N
<i>Simarouba glauca</i>	paradise tree	N
<i>Solanum erianthum</i>	potato wood	N
<i>Stachypharteta jamaicensis</i>	blue porterweed	N
<i>Syngonium podophyllum</i>	arrowhead vine	E/ EPPC (I)
<i>Thelypteris kunthii</i>	Southern shield fern	N
<i>Thrinax radiata</i>	green thatch palm	N/ FL endangered
<i>Trema micrantha</i>	Florida trema	N
<i>Vitis rotundifolia</i>	Muscadine grape	N
<i>Vittaria lineata</i>	shoestring fern	N
<i>Zamia integrifolia</i>	coontie	N

**\*Please note that this is not a complete plant species list. The list includes the plants that were observed by staff on the date of the inspection.**

---

**MANAGEMENT PLAN AGREEMENT (must be signed by all owners)**

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

Donald Gann  
SIGNATURE

10/1/15  
DATE

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

Joyce Gann  
SIGNATURE

10/1/15  
DATE

## ATTACHMENT F

THIS INSTRUMENT PREPARED BY:

William H. and Vina R. Riley

Mailing address:

22000 SW 154 Ave

Miami-Dade County, FL 33170

COVENANT RUNNING WITH THE  
LAND IN FAVOR OF MIAMI-DADE  
COUNTY, FLORIDA, CONCERNING  
ENVIRONMENTALLY ENDANGERED  
LAND LOCATED AT 22000 SW 154  
AVE, MIAMI-DADE COUNTY,  
FLORIDA, CURRENTLY FOLIO # 30-  
6916-001-0540

WHEREAS, the undersigned Owner, William H. and Vina R. Riley, holds the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A," attached hereto, and hereinafter called the "Property," and

IN ORDER TO ASSURE the County that the representations made by the Owner in the application, pursuant to Chapter 25B of the Code of Miami-Dade County and Section 193.501 of the Florida Statutes, will be abided by the Owner freely, voluntarily, and without duress, the Owner makes the following Covenant covering and running with the property:

1. The EEL Preservation Area on the Property, as shown on the map attached hereto as Exhibit B and incorporated herein by reference, shall be maintained in its present natural state.
2. The EEL Preservation Area on the Property shall be and the same is hereby subject to the conservation restrictions set forth in Exhibit C, which is attached hereto and incorporated herein by reference, including, but not limited to, the requirement that the Owner, shall

maintain the EEL Preservation Area free of vegetation which is not native to Miami-Dade County, pursuant to Section 24-5 of the Code of Miami-Dade County and as determined by the Director of the Department of Regulatory and Economic Resources, or successor department, in his or her sole discretion. No native vegetation may be removed, trimmed, or destroyed in the EEL Preservation Area without prior written consent from the Director or Director's designee of the Department of Regulatory and Economic Resources, or successor department.

3. **County Inspection and Requests for Curative Action.** As further part of this Covenant, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, shall have the right, upon written notification to the, then, owner(s) of the Property, as reflected in the Property Appraiser's records, to inspect the Property at reasonable times to determine whether the Property is being maintained in the manner required by 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 then, owner(s) in writing by Certified Mail, return receipt requested, at the address of record from the Property Appraiser's office,, of the particular curative action required and the reasons therefor. The, then, 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 therefor.
  
4. **Covenant Running with the Land.** This Covenant on the part of the Owner shall constitute a covenant running with the land and shall be recorded, at Owner's expense, in

the public records of Miami-Dade County, Florida, together with a certified copy of the Board of County Commissioners' resolution accepting the covenant, and shall remain in full force and effect and be binding on undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. The Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Covenant does not in any way obligate or provide a limitation on the County. The Owner shall also send a copy of the recorded covenant and Board of County Commissioners' resolution accepting the covenant to the Miami-Dade County Property Appraiser.

5. **Term.** This Covenant is to run with the land and shall be binding on all parties and all persons claiming under it for a period of ten (10) years from the date this Covenant is recorded, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Covenant has first been modified or released by Miami-Dade County.
  
6. **Modification, Amendment, Release.** This Covenant may be modified, amended or released as to the land herein described, or any portion thereof, by written instrument executed by the, then, owner(s) of all of the Property, provided that the same is also approved by the Board of County Commissioners of Miami-Dade County, Florida. The release from this Covenant shall be made after public hearing and after a determination by the Board of County Commissioners of Miami-Dade County that such release would not adversely affect the interest of the public. Notice of said public hearing shall be published

once a week for at least two (2) weeks in a newspaper of general circulation in Miami-Dade County, prior to said hearing. Furthermore, release of this Covenant shall only be made to the Owner upon payment of the deferred tax liability pursuant to Section 25B-17(b) of the Code of Miami-Dade County.

7. **Enforcement.** The, then, owner or anyone with the owner's knowledge or consent shall not use the Property in any manner inconsistent with the terms of this Covenant without first obtaining a written instrument from the Board of County Commissioners of Miami-Dade County which releases the Owner from the terms of the covenant, and which instrument must be promptly recorded in the public records of Miami-Dade County, Florida. Any violation of this section shall constitute a breach of this Covenant, for which the Board of County Commissioners may revoke the covenant and require the Owner to pay the deferred tax liability as such term is defined in Section 25B-17(b) of the Code of Miami-Dade County. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.
  
8. **Renewal.** The current owner(s) of the property may apply to renew this covenant for successive ten (10) year periods following the termination of the term of this covenant. Applications for such renewals shall be submitted to the Miami-Dade County Department of Regulatory and Economic Resources, or successor department, and such applications for renewal may be approved administratively by the Director of the Miami-Dade County Department of Regulatory and Economic Resources, or successor department. After approval of a renewal, the Owner shall record, at Owner's expense, a renewed covenant in the public records of Miami-Dade County, Florida. Said renewed covenant shall be in a

form approved by the Director of the Miami-Dade County Department of Regulatory and Economic Resources, or successor department.

9. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such additional rights, remedies or privileges.
10. **Severability.** Invalidation of any one of these provisions, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.
11. **Recording.** This Covenant, along with a certified copy of the resolution from the Board of County Commissioners accepting the Covenant, shall be filed of record in the public records of Miami-Dade County, Florida at the costs of the Owners after the effective date of the Board of County Commissioners' resolution accepting the Covenant. This Covenant shall become effective immediately upon recordation.
12. **Acceptance of Covenant.** Acceptance of this Covenant does not obligate the County in any manner, nor does it entitle the Owner to approval of any application, and the Board of County Commissioners and the County retain full power and authority to deny each such application in whole or in part.
13. **Owner.** The term Owner shall include the Owner, and its heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this 21 day of September, 2015.

INDIVIDUAL

WITNESSES:

sign Marilyn G. Baggett

print Marilyn G. Baggett

sign Elizabeth Ingalls

print ELIZABETH INGALLS

sign Mitzy Moody

print MITZI MOODY

sign Lia DeZalia

print Lia DeZalia

OWNER(S):

sign [Signature]

print William Riley

Address 27000 SW 154 Ave

sign Vina R. Riley

print VINA R. RILEY

Address 22000 SW 154 Ave

sign \_\_\_\_\_

print \_\_\_\_\_

Address \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 21 day of September, 2015, by William Riley & Vina Riley who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

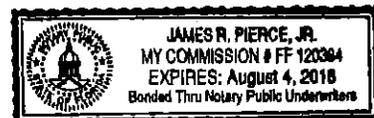
NOTARY PUBLIC:

Sign [Signature]

Print James R. Pierce Jr

State of Florida at Large (Seal)

My Commission Expires:



**EXHIBIT A**

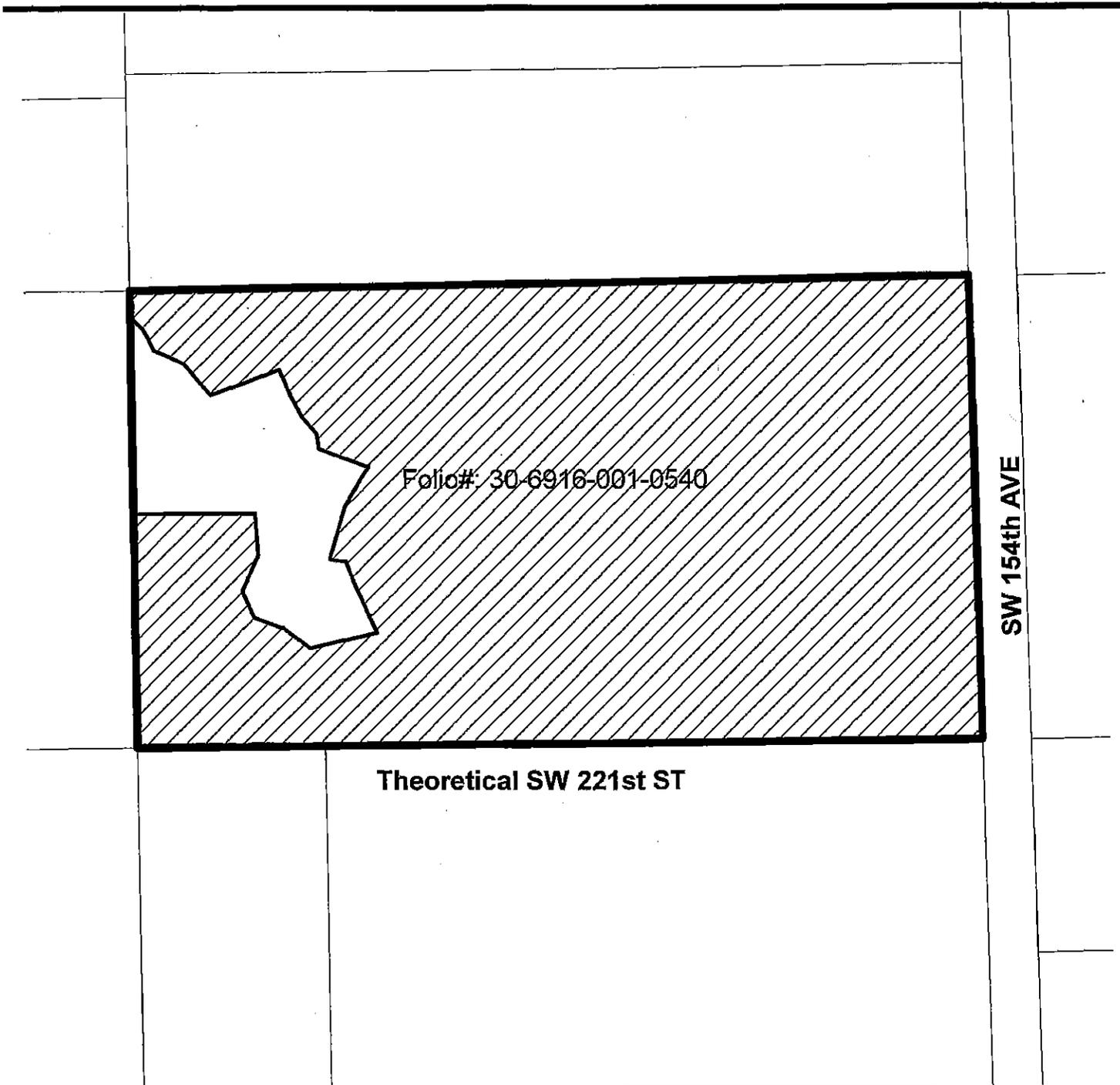
**LEGAL DESCRIPTION**

**Folio Number:** 30-6916-001-0540

**Property Address:** 22000 SW 154 AVE  
MIAMI-DADE COUNTY, FL 33170

**Legal description:** LOT 68 OF REDLAND CITRUS ORCHARDS,  
ACCORDING TO THE PLAT THEREOF, AS  
RECORDED IN PLAT BOOK 5, AT PAGE 31, OF THE  
PUBLIC RECORDS OF MIAMI-DADE COUNTY,  
FLORIDA.

**EXHIBIT B: EEL boundary of William & Vina Riley property  
Folio#: 30-6916-001-0540**



**Legend**

-  Riley property boundaries
-  EEL Covenanted Area: 4.52 acres
-  Parcels

Map created by  
Luis Moreno  
on 7/09/2015



SCALE: 1 inch = 104 feet

84

**Exhibit C**  
**Rockland Hammock Management Plan**  
**for Riley**

**Location:** 22000 SW 154<sup>th</sup> Ave, Miami-Dade County, Florida.

**Size:** 5.00 acres parcel  
4.52 acres qualify for an Environmentally Endangered Lands (EEL) covenant

**Folio #:** 30-6916-001-0540

**Forest Type:** Rockland hammock

**Location**

The property is located on the west side of SW 154<sup>th</sup> Avenue approximately 800 feet south of SW 216<sup>th</sup> St. The site is a developed lot located outside the urban development boundary (UDB) and is surrounded on all sides by single family homes.

Distance from nearest EEL/county-owned site: ~0.00 feet (adjacent) to Castellow Hammock

Distance from nearest EEL covenant site: ~0.00 feet (adjacent) to 22150 SW 154 Ave

Distance from nearest county-designated Natural Forest Community (NFC): ~0.00 feet (adjacent) to Castellow Hammock

**Property Information**

The property is located in the vicinity of Castellow Hammock in the Redland Citrus Orchard subdivision. This property is bordered on the north, south, and west by single-family homes containing County designated NFC and agricultural land use. Additionally 4.52 acres of subject site were designated as NFC in 1984 by the Miami-Dade County Board of County Commissioners, via Resolution No. R-1764-84 and may be found on Miami-Dade County Natural Forest Community Map 33, T56 R39 S21, parcel C. NFCs are protected and regulated via Section 24-49 of the Code of Miami-Dade County.

Rockland hammocks contain primarily broadleaf and mostly hardwood evergreen trees growing on outcrops of limestone. The closed canopy conditions typically found in rockland hammocks create a humid forest interior with low light levels. Under natural conditions this community is rarely subject to fire and forms dense forests in relatively small areas. Hammocks are floristically rich and harbor some of Florida's rarest plants and also serve as habitat for a wide array of animal species. Many of the rare plants harbored by this habitat are rare fern species found in geologically significant solution holes. In addition to the significant natural and geological resources found on the subject property, inclusion in the EEL program creates an opportunity to preserve habitat into which endangered plant populations can expand into.

### **Present Condition**

The current biological condition of the site can be classified as excellent. Prior to applying for the covenant this year, the property owners participated in a previous ten (10) year covenant and met the management goals outlined by Miami-Dade County. The qualifying portion of the property contains a plant community typical of a rockland hammock and contains very little exotic plant species cover. Rare plants found include brittle maidenhair (*Adiantum tenerum*), satin leaf (*Chrysophyllum oliviforme*), and West Indian cherry (*Prunus myrtifolia*) (see plant list). The qualifying portion of the property consists of a canopied area with significant substrate formations throughout.

The main threat to the site is the invasion of exotic plants. Exotic palms and trees are present on the property. Vines are the biggest issues in regards to non-native understory plants. This site has also been invaded by redwing (*Heteropterys brachiata*), a relatively new invasive plant species to South Florida. With the exception of the developed area and the minimal pathways in the hammock the substrate is relatively undisturbed and is in very good condition.

### **Conclusion**

Overall, the site is in maintenance condition and will continue to improve with future management efforts. Management of this property has centered on eliminating invasive exotics, vine control, promoting native recruitment and the success of restoration planting.

The county will benefit from the active management of the site through the inherit values that natural areas provide and by gaining improved and increased wildlife habitat and biodiversity. It is important to note that the preservation of this site, as well as other natural areas in the EEL Covenant Program, provides other environmental benefits such as carbon sequestration, ground water recharging and storm water runoff reduction.

### **Ecological Goals**

1. Maintain the present extent of the rockland hammock.
2. Encourage and maintain a diverse understory and preserve rare hammock species.
3. Promote regeneration and growth of native hardwoods and rare plants (ferns).
4. Provide suitable habitat for native wildlife.
5. Eliminate invasive exotic species.
6. Maintain solution holes and rare fern populations.

### **Management Goals**

1. Continue to eliminate exotic plant species from interior of hammock to maintain 3% or less exotic plant species cover.
2. Maintain eradication of all invasive exotic plant species to ensure that no more than 50 square feet cover of any exotic plant species remains.

3. Control reproduction of exotic seeds within the site.

DERM will periodically inspect property to ensure that management goals are achieved.

**Management Techniques and Schedule for Rockland Hammock**

(No heavy machinery is allowed within the site. All work must be done by hand (i.e. chainsaw, hand tools)

**Year 1-2:** Continue hand removal and herbicide treatment of exotic plant species (trees, vines, palms and ornamentals) as required by DERM. Since exotic plant species appear as a minor population through out, concurrent management through out the site is recommended. All exotic seedlings should be hand pulled if possible. Multiple herbicide treatments may be needed. Heavy machinery is not, under any circumstances or purposes, to be used within any portion of the covenanted preservation area.

**Year 3-5:** Continue to eradicate exotic plants. Retreat any re-sprouting or re-colonizing exotic plants to achieve goal of 3% or less exotic plant cover. Monitor native plant recruitment. Continue monitoring plant populations found on site.

**Year 6-10:** Continue to eradicate exotic and invasive plants and vines and maintain diverse understory, encourage the spread and resiliency of rare species and maintain 3% or less exotic cover. Monitor plant populations found on site.

**PLANT SPECIES LIST\***

Plant taxa are listed by habit and origin. Key to Origin/Status codes:

- N native to South Florida
- R ruderal
- FL endangered listed as an endangered species in the state of Florida
- FL threatened listed as an endangered species in the state of Florida
- E exotic to South Florida
- EPPC I category I as per Florida Exotic Pest Plant Council (most invasive)
- EPPC II category II as per Florida Exotic Pest Plant Council (invasive)

<u>Scientific Name</u>	<u>Common Name</u>	<u>Origin/Status</u>
<i>Adiantum tenerum</i>	brittle maidenhair	N/ FL endangered
<i>Alvaradoa amorphoides</i>	Mexican alvaradoa	N/ FL endangered
<i>Ardisia escallonioides</i>	marlberry	N
<i>Ardisia elliptica</i>	shoebutton ardisia	E / EPPC (I)
<i>Arenga pinnata</i>	sugar palm	E
<i>Baccharis halimifolia</i>	groundsel	N
<i>Boussieria succulenta</i>	smooth strongback	N/ FL endangered
<i>Bursera simaruba</i>	gumbo limbo	N
<i>Byrsonima lucida</i>	locustberry	N/ FL threatened

<i>Callicarpa Americana</i>	beauty berry	N
<i>Calyptanthes pallens</i>	spicewood	N
<i>Capparis flexuosa</i>	Jamaican caper	N
<i>Capsicum anuum</i> var <i>glabriusculum</i>	bird pepper	N
<i>Caryotis</i> spp.	fishtail palm	E
<i>Chiococca alba</i>	snowberry	N
<i>Chrysophyllum oliviforme</i>	satin leaf	N / FL threatened
<i>Cissus verticillata</i>	possum grape	N
<i>Citrus</i> spp.	citrus	E
<i>Coccoloba diversifolia</i>	pigeon plum	N
<i>Dracaena fragrans</i>	corn plant	E
<i>Eriobotrya japonica</i>	loquat	E
<i>Eugenia axillaris</i>	white stopper	N
<i>Eugenia uniflora</i>	Surinam-cherry	E/ EPPC (II)
<i>Ficus aurea</i>	strangler fig	N
<i>Forestiera segregata</i>	pineland privet	N
<i>Galium hispidulum</i>	coastal bedstraw	N
<i>Guaiacum sanctum</i>	lignumvitae	N/ FL endangered
<i>Guettarda scabra</i>	rough velvetseed	N
<i>Hamelia patens</i>	firebush	N
<i>Heteropterys brachiata</i>	redwing	E/ EPPC (II)
<i>Jasminum dichotomum</i>	Gold Coast jasmine	E/ EPPC (II)
<i>Krugiodendron ferreum</i>	black ironwood	N
<i>Lysiloma latisiliquum</i>	wild tamarind	N
<i>Metopium toxiferum</i>	poisonwood	N
<i>Morinda royoc</i>	cheese shrub	N
<i>Myrcianthes fragrans</i>	Simpson's stopper	N/ FL threatened
<i>Myrica cerifera</i>	wax myrtle	N
<i>Myrsine floridana</i>	myrsine	N
<i>Nephrolepis cordifolia</i>	sword fern	E/ EPPC (I)
<i>Nephrolepis exaltata</i>	sword fern	N
<i>Ocotea coriacea</i>	lancewood	N
<i>Oeceoclades maculata</i>	African monk orchid	E
<i>Passiflora suberosa</i>	corkstem passionflower	N
<i>Parthenocissus quinquefolia</i>	Virginia creeper	N
<i>Pisonia aculeata</i>	pull back vine	E
<i>Pleopeltis polypodioides</i>	resurrection fern	N
<i>Prunus myrtifolia</i>	West Indian cherry	N
<i>Psidium guajava</i>	guava	E/ EPPC (I)
<i>Psychotria nervosa</i>	wild coffee	N
<i>Psychosperma elegans</i>	solitaire palm	E/ EPPC (II)
<i>Quercus virginiana</i>	live oak	N
<i>Randia aculeata</i>	white indigoberry	N
<i>Rhynchospora floridensis</i>	white top sedge	N
<i>Rivinia humilis</i>	rougeplant	N
<i>Roystonea regia</i>	royal palm	N/ FL threatened

<i>Sabal palmetto</i>	cabbage palm	N
<i>Salvia occidentalis</i>	West Indian sage	N
<i>Sambucus canadensis</i>	elderberry	N
<i>Sansevieria hyacinthoides</i>	mother-in-law's tongue	E/ EPPC (II)
<i>Schinus terebinthifolius</i>	Brazilian pepper	E/ EPPC (I)
<i>Sideroxylon foetidissimum</i>	wild mastic	N
<i>Sideroxylon salicifolium</i>	willow bustic	N
<i>Simarouba glauca</i>	paradise tree	N
<i>Smilax auriculata</i>	earleaf greenbrier	N
<i>Syagrus romanzoffiana</i>	queen palm	E
<i>Terminalia spp</i>	tropical almond	E/ EPPC (II)
<i>Tetrazygia bicolor</i>	West Indian lilac	N/ FL threatened
<i>Thelypteris kunthii</i>	Southern shield fern	N
<i>Tillandsia fasciculata</i> var <i>densispica</i>	cardinal air plant	N/ FL endangered
<i>Tillandsia recurvata</i>	ball moss	N
<i>Toxicodendron radicans</i> ssp <i>radicans</i>	poison ivy	N
<i>Vitis rotundifolia</i>	Muscadine grape	N
<i>Vittaria lineata</i>	shoestring fern	N
<i>Zamia integrifolia</i>	coontie	N
<i>Zanthoxylum coriaceum</i>	Biscayne prickly ash	N/ FL endangered

**\*Please note that this is not a complete plant species list. The list includes the plants that were observed by staff on the date of the inspection.**

---

**MANAGEMENT PLAN AGREEMENT (must be signed by all owners)**

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

SIGNATURE  DATE 9/21/15

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

SIGNATURE  DATE 9/21/15

## ATTACHMENT G

THIS INSTRUMENT PREPARED BY:

Margaret M. Thompson

Mailing address:

14840 SW 238 St

Miami-Dade County, FL 33032

COVENANT RUNNING WITH THE  
LAND IN FAVOR OF MIAMI-DADE  
COUNTY, FLORIDA, CONCERNING  
ENVIRONMENTALLY ENDANGERED  
LAND LOCATED AT 14840 SW 238 ST,  
MIAMI-DADE COUNTY, FLORIDA,  
CURRENTLY FOLIO # 30-6921-000-0120

WHEREAS, the undersigned Owner, Margaret M. Thompson, holds the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A," attached hereto, and hereinafter called the "Property," and

IN ORDER TO ASSURE the County that the representations made by the Owner in the application, pursuant to Chapter 25B of the Code of Miami-Dade County and Section 193.501 of the Florida Statutes, will be abided by the Owner freely, voluntarily, and without duress, the Owner makes the following Covenant covering and running with the property:

1. The EEL Preservation Area on the Property, as shown on the map attached hereto as Exhibit B and incorporated herein by reference, shall be maintained in its present natural state.
2. The EEL Preservation Area on the Property shall be and the same is hereby subject to the conservation restrictions set forth in Exhibit C, which is attached hereto and incorporated herein by reference, including, but not limited to, the requirement that the Owner, shall maintain the EEL Preservation Area free of vegetation which is not native to Miami-Dade

County, pursuant to Section 24-5 of the Code of Miami-Dade County and as determined by the Director of the Department of Regulatory and Economic Resources, or successor department, in his or her sole discretion. No native vegetation may be removed, trimmed, or destroyed in the EEL Preservation Area without prior written consent from the Director or Director's designee of the Department of Regulatory and Economic Resources, or successor department.

3. **County Inspection and Requests for Curative Action.** As further part of this Covenant, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, shall have the right, upon written notification to the, then, owner(s) of the Property, as reflected in the Property Appraiser's records, to inspect the Property at reasonable times to determine whether the Property is being maintained in the manner required by 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 then, owner(s) in writing by Certified Mail, return receipt requested, at the address of record from the Property Appraiser's office,, of the particular curative action required and the reasons therefor. The, then, 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 therefor.
4. **Covenant Running with the Land.** This Covenant on the part of the Owner shall constitute a covenant running with the land and shall be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida, together with a certified copy of the

Board of County Commissioners' resolution accepting the covenant, and shall remain in full force and effect and be binding on undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. The Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Covenant does not in any way obligate or provide a limitation on the County. The Owner shall also send a copy of the recorded covenant and Board of County Commissioners' resolution accepting the covenant to the Miami-Dade County Property Appraiser.

5. **Term.** This Covenant is to run with the land and shall be binding on all parties and all persons claiming under it for a period of ten (10) years from the date this Covenant is recorded, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Covenant has first been modified or released by Miami-Dade County.
  
6. **Modification, Amendment, Release.** This Covenant may be modified, amended or released as to the land herein described, or any portion thereof, by written instrument executed by the, then, owner(s) of all of the Property, provided that the same is also approved by the Board of County Commissioners of Miami-Dade County, Florida. The release from this Covenant shall be made after public hearing and after a determination by the Board of County Commissioners of Miami-Dade County that such release would not adversely affect the interest of the public. Notice of said public hearing shall be published once a week for at least two (2) weeks in a newspaper of general circulation in Miami-Dade

County, prior to said hearing. Furthermore, release of this Covenant shall only be made to the Owner upon payment of the deferred tax liability pursuant to Section 25B-17(b) of the Code of Miami-Dade County.

7. **Enforcement.** The, then, owner or anyone with the owner's knowledge or consent shall not use the Property in any manner inconsistent with the terms of this Covenant without first obtaining a written instrument from the Board of County Commissioners of Miami-Dade County which releases the Owner from the terms of the covenant, and which instrument must be promptly recorded in the public records of Miami-Dade County, Florida. Any violation of this section shall constitute a breach of this Covenant, for which the Board of County Commissioners may revoke the covenant and require the Owner to pay the deferred tax liability as such term is defined in Section 25B-17(b) of the Code of Miami-Dade County. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.
  
8. **Renewal.** The current owner(s) of the property may apply to renew this covenant for successive ten (10) year periods following the termination of the term of this covenant. Applications for such renewals shall be submitted to the Miami-Dade County Department of Regulatory and Economic Resources, or successor department, and such applications for renewal may be approved administratively by the Director of the Miami-Dade County Department of Regulatory and Economic Resources, or successor department. After approval of a renewal, the Owner shall record, at Owner's expense, a renewed covenant in the public records of Miami-Dade County, Florida. Said renewed covenant shall be in a

form approved by the Director of the Miami-Dade County Department of Regulatory and Economic Resources, or successor department.

9. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such additional rights, remedies or privileges.
10. **Severability.** Invalidation of any one of these provisions, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.
11. **Recording.** This Covenant, along with a certified copy of the resolution from the Board of County Commissioners accepting the Covenant, shall be filed of record in the public records of Miami-Dade County, Florida at the costs of the Owners after the effective date of the Board of County Commissioners' resolution accepting the Covenant. This Covenant shall become effective immediately upon recordation.
12. **Acceptance of Covenant.** Acceptance of this Covenant does not obligate the County in any manner, nor does it entitle the Owner to approval of any application, and the Board of County Commissioners and the County retain full power and authority to deny each such application in whole or in part.
13. **Owner.** The term Owner shall include the Owner, and its heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this  
21st day of SEPTEMBER, 2015.

INDIVIDUAL

WITNESSES:

sign Carol J Witt

print Carol J Witt

sign Stacy Spaeth

print Stacy Spaeth

sign \_\_\_\_\_

print \_\_\_\_\_

sign \_\_\_\_\_

print \_\_\_\_\_

OWNER(S):

sign Margaret Mable Thompson

print MARGARET MABLE THOMPSON

Address 14840 SW 238 ST  
WIMESLAND, FL 33032

sign \_\_\_\_\_

print \_\_\_\_\_

Address \_\_\_\_\_

sign \_\_\_\_\_

print \_\_\_\_\_

Address \_\_\_\_\_

STATE OF ~~FLORIDA~~ MINNESOTA  
COUNTY OF ~~MIDWAY~~ OTTER TAIL

The foregoing instrument was acknowledged before me this 21st day of SEPTEMBER, 2015, by MARGARET M. THOMPSON, who is personally known to me or who has produced Drivers License as identification and who did take an oath.

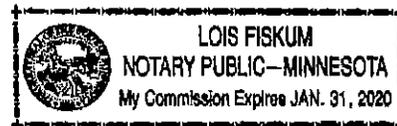
NOTARY PUBLIC:

Sign Lois Fiskum

Print LOIS FISKUM

State of ~~Florida~~ Large (Seal) MINNESOTA

My Commission Expires:



**EXHIBIT A**

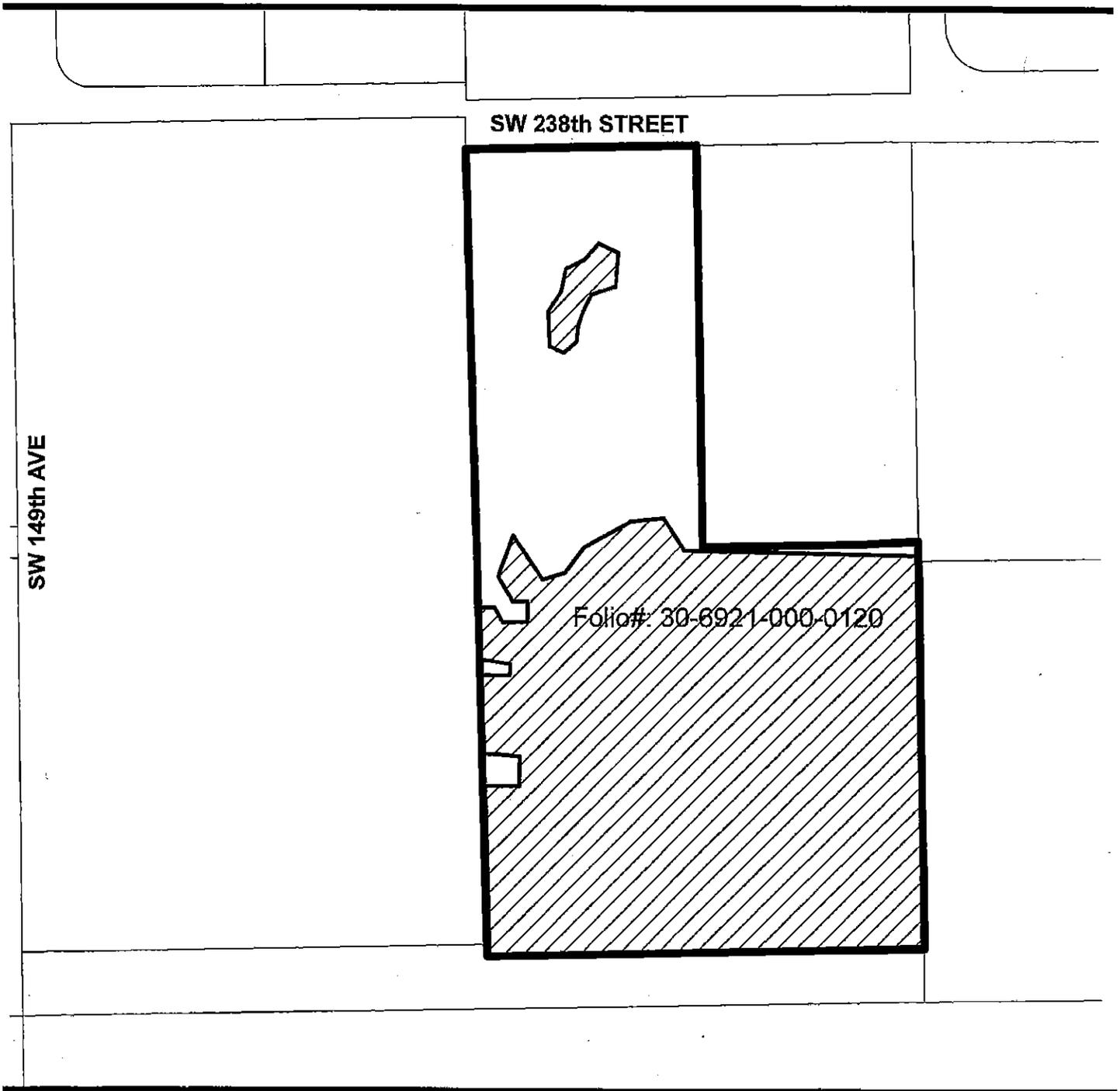
**LEGAL DESCRIPTION**

**Folio Number:** 30-6921-000-0120

**Property Address:** 14840 SW 238 ST  
MIAMI-DADE COUNTY, FL 33032

**Legal description:** THE WEST ½ OF NORTHEAST ¼ OF SOUTHWEST ¼  
OF SOUTHEAST ¼ OF NORTHEAST ¼ AND  
SOUTHEAST ¼ OF SOUTHWEST ¼ OF SOUTHEAST  
¼ OF NORTHEAST ¼ LESS THE SOUTH 35 FEET  
AND THE NORTH 25 FEET OF SECTION 21  
TOWNSHIP 56 SOUTH, RANGE 39 EAST, LYING AND  
BEING IN MIAMI-DADE COUNTY, FLORIDA.

**EXHIBIT B: EEL boundary of Margaret & Joal Thompson property  
Folio#: 30-6921-000-0120**



**Legend**

-  EEL Covenanted Area: 2.28 acres
-  Thompson property boundaries
-  Parcels

Map created by  
Luis Moreno  
on 3/24/2015

SCALE: 1 inch = 104 feet



## Exhibit C

### Pine Rockland Management Plan for Thompson

**Location:** 14840 SW 238 St, Miami-Dade County, Florida.

**Size:** 3.37 acres parcel  
2.28 acres qualify for an Environmentally Endangered Lands (EEL) covenant

**Folio #:** 30-6921-000-0120

**Forest Type:** Pine Rockland

#### Location

The property is located in Section 21 of Township 56 South, Range 39. It is situated at the southeast corner of SW 238 Street and SW 149 Avenue.

Distance from nearest EEL site: ~2,400 feet from Silver Palm Hammock Addition  
Distance from nearest EEL covenanted site: ~0.00 feet (adjacent) to 14870 SW 238 St  
Distance from nearest county-designated Natural Forest Community (NFC) site: ~0.00 feet (adjacent) to 14870 SW 238 St.

#### Property Information

The property consists of a rectangular-shaped parcel of undeveloped Pine Rockland with a private residence in the center of the property. The majority of the EEL preservation area is in the southern portion of the property. This property is bordered on the east and west by single-family homes containing County designated NFC and by agricultural use to the south. Additionally 3.6 acres of subject site are designated as NFC (Pine Rockland) in 1984 by the Miami-Dade County Board of County Commissioners, via Resolution No. R-1764-84 and may be found on Miami-Dade County Natural Forest Community Map 34, T56 R39 S28, parcel H. NFCs are protected and regulated via Section 24-49 of the Code of Miami-Dade County.

Pine rocklands were once South Florida's dominant plant community, occupying about 186,000 acres along 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 canopy is dominated almost exclusively by slash pines. Beneath this canopy lays a rich understory composed of grasses, sedges, palms, vines, shrubs and wildflowers of temperate and tropical origin, many of which are listed as endangered or threatened. 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 rare and unique plant species. Pine rocklands are South Florida's most floristically diverse plant community and contain several endemic species that are found nowhere else in the world. For this reason, the Florida Natural Areas Inventory (FNAI) classifies pine rocklands as globally imperiled. The implementation of this management plan helps reduce exotic plant infestations and also maintains and re-establishes federally and State listed plant species within Miami-Dade County, both of which are stated as objectives in CON-8 of the Miami-Dade County Comprehensive Development Master Plan (CDMP).

### **Present Condition**

The natural plant community is typical of a Pine Rockland and areas of a mixed transitional subcanopy and understory due to fire suppression. The understory consists of many Pine Rockland plant species. Portions of the site contain numerous specimen wild tamarind (*Lysiloma latisiliquum*) typical of a Tropical Hardwood Hammock. The understory consists of many typical pine rockland plant species. These include, but are not limited to, pineland allamanda (*Angadenia berteroi*), locust berry (*Byrsinoma lucida*), Florida silver palm (*Coccothrinax argentata*), quailberry (*Crossopetalum ilicifolium*), shrub eupatorium (*Koanophyllum villosum*), five petal leafflower (*Phyllanthus pentaphyllus* var *floridana*), West Indian lilac (*Tetrazygia bicolor*), and Keys wavyleaf noseburn (*Tragia saxicola*). The Pine Rockland area was planted with Slash Pine (*Pinus elliotii* var. *densa*) trees throughout to replace pines lost due to Hurricane Andrew.

Very little exotic and invasive plant species were found on site. Outside the preservation areas there were some issues with exotic plant species such as fruit salad plant (*Monstera deliciosa*) and arrowhead vine (*Syngonium aureum*). The property owners have been removing invasive species by hand pulling and/or treating with herbicides. The natural area contains less than 3% cover of exotic species. The southernmost portion of the property consists of a restored area with exposed lime rock that has been managed with heavy herbicide applications along with recruiting pine canopy. Gradually this portion needs to allow transitioning to an open herbaceous pine rockland understory by using herbicide techniques that lessen drift and non-target plant damage.

The site contains relatively intact and rocky substrate with numerous geological features such as outcroppings and minor solution holes.

The EEL Covenant qualifying portion of the property can be separated into a primary management area to the south of the existing house and a small preservation area north of the house. The southernmost portion of the southern management area is restored pine rockland; moving north the pine rockland transitions to a hardwood hammock canopy dominated by *L. latisiliquum*. The understory remains typical of a pine rockland however some plants in areas with the thickest canopy have begun to display light stress.

### **Conclusion**

The EEL area on subject site provides connectivity to the adjacent EEL Covenanted properties. The subject site and adjacent properties contain federally designated critical habitat for *Brickellera mosieri*, *Linum carteri*, and the Bartram's Hairstreak butterfly (*Strymon acis bartrami*). The habitat in the subject site is considered intermittently occupied by the Bartram's Hairstreak butterfly and unoccupied by the two federally endangered plants. The EEL Covenanted portion of the site provides excellent habitat connectivity for the endangered butterfly and an opportunity to expand and stabilize the populations of the two federally endangered plant species.

The county will benefit from the active management of the site through the inherent values that natural areas provide and by gaining improved and increased wildlife habitat and biodiversity. It is important to note that the preservation of this site, as well as other natural areas in the EEL Covenant Program, provides other environmental benefits such as carbon sequestration, ground water recharging and storm water runoff reduction.

### **Ecological Goals**

1. Maintain area to preserve natural plant community.
2. Provide suitable habitat for native wildlife
3. Eliminate non-native and control invasive plant species found on the site.

### **Management Goals**

1. Eliminate exotic plant species from the interior of the site to achieve less than 3% exotic plant cover.
2. Continue to create open understory areas that promote regeneration of rare and diverse herbaceous plant species typical of the Pine Rocklands.
3. Eradicate exotic plants from covenanted area.
4. Allow natural regeneration of native plants.

DERM will periodically inspect the property to ensure that management goals are achieved.

### **Management Techniques and Schedule**

No heavy machinery is allowed within the site. All work must be done by hand (i.e. chainsaw, hand tools). Mowing within the covenanted areas is prohibited.

**Year 1-2:** Continue to eradicate exotic plants and maintain the site at less than 3% exotic plant cover. Perform, if possible a prescribed burn and thin out understory plant species. Remove encroaching hardwoods where possible. Monitor native plant recruitment and wildlife.

**Year 3-5:** Continue to eradicate exotic plants and maintain the site at less than 3% exotic plant cover. Perform if possible a prescribed burn and thin out understory plant species to maintain an herbaceous understory of plant species. Monitor native plant recruitment and wildlife. Thin out hardwoods and vines if needed to maintain an open understory.

**Year 6-10:** Continue to eradicate exotic plants and maintain the site at less than 3% exotic plant cover. Perform if possible a prescribed burn and thin out understory plant species to maintain an herbaceous understory of plant species. Monitor native plant recruitment and wildlife. Thin out hardwoods and vines if needed to maintain an open understory.

**PLANT SPECIES LIST\***

Plant taxa are listed by habit and origin. Key to Origin/Status codes:

- N native to South Florida
- R ruderal
- FL endangered listed as an endangered species in the state of Florida
- FL threatened listed as a threatened species in the state of Florida
- E exotic to South Florida
- EPPC I category I as per Florida Exotic Pest Plant Council (most invasive)
- EPPC II category II as per Florida Exotic Pest Plant Council (invasive)

<b>Scientific Name</b>	<b>Common Name</b>	<b>Origin/Status</b>
<i>Abrus precatorius</i>	rosary pea	E / EPPC (I)
<i>Acalypha chamaedrifolia</i>	bastard copperleaf	N
<i>Agave sisalana</i>	sisal hemp	E / EPPC (II)
<i>Albizia lebeck</i>	woman's tongue	E / EPPC (I)
<i>Allamanda carthatica</i>	yellow allamanda	E
<i>Anemia adiantifolia</i>	maidenhair pineland fern	N
<i>Angadenia berteroi</i>	pineland allamanda	N
<i>Ardisia escallanioides</i>	marlberry	N
<i>Asparagus aethiopicus</i>	asparagus fern	E / EPPC (I)
<i>Bidens alba</i>	Spanish needles	N
<i>Bletia purpurea</i>	pine pink	N / FL threatened
<i>Bursera simaruba</i>	gumbo limbo	N
<i>Byrsonima lucida</i>	locustberry	N
<i>Callicarpa americana</i>	beauty berry	N
<i>Cassytha filiformis</i>	lovevine	N
<i>Chamaecrista deeringiana</i>	Deering partridge pea	N
<i>Chamaecrista nictitans var aspera</i>	hairy partridge pea	N
<i>Chiococca alba</i>	snowberry	N
<i>Chiococca parvifolia</i>	pineland snowberry	N
<i>Chromolaena odorata</i>	jack-in-the-bush	N
<i>Cnidoscolus stimulosus</i>	tread softly	N

<i>Coccothrinax argentata</i>	silver palm	N / FL threatened
<i>Crossopetalum ilicifolium</i>	quailberry	N / FL threatened
<i>Crotalaria pumila</i>	low rattlebox	N
<i>Crotalaria spectabilis</i>	showy rattlebox	E
<i>Croton linearis</i>	pineland croton	N
<i>Dychoriste oblongifloia</i>	common twinflower	N
<i>Eugenia axillaris</i>	white stopper	N
<i>Eugenia uniflora</i>	Surinam cherry	E / EPPC (II)
<i>Eragrostis elliottii</i>	Elliott's lovegrass	N
<i>Erythrina herbacea</i>	coral bean	N
<i>Exothea paniculata</i>	inkwood	N
<i>Ficus aurea</i>	strangler fig	N
<i>Forestiera segregata</i>	pineland privet	N
<i>Galium hispidulum</i>	coastal bedstraw	N
<i>Guettarda scabra</i>	rough velvetseed	N
<i>Jacquemontia curtisii</i>	pineland clustervine	N / FL threatened
<i>Jasminum dichotomum</i>	Gold Coast jasmine	N
<i>Koanophyllon villosum</i>	Florida shrub thoroughwort	N/ FL endangered
<i>Lantana camara</i>	shrubverbena	E / EPPC (I)
<i>Lantana depressa</i>	pineland lantana	N/ FL endangered
<i>Lantana involucrata</i>	wild sage	N
<i>Licania michauxii</i>	gopher apple	N
<i>Lysiloma latisiliquum</i>	wild tamarind	N
<i>Melanthera angustifolia</i>	prairie blackanthers	N
<i>Melinis repens</i>	natal grass	E / EPPC (I)
<i>Metopium toxiferum</i>	poisonwood	N
<i>Monstera deliciosa</i>	fruit salad plant	E
<i>Morinda royoc</i>	cheese shrub	N
<i>Myrica cerifera</i>	wax myrtle	N
<i>Myrsine floridana</i>	myrsine	N
<i>Nephrolepsis cordifolia</i>	sword fern	E / EPPC (I)
<i>Nephrolepsis exaltata</i>	sword fern	N
<i>Neyraudia reynaudiana</i>	Burma reed	E / EPPC (I)
<i>Passiflora suberosa</i>	corkystem passionflower	N
<i>Parthenocissus quinquefolia</i>	Virginia creeper	N
<i>Pinus elliottii</i> var. <i>densa</i>	South Florida slash pine	N / Endemic
<i>Piriqueta caroliniana</i>	pitted stripe seed	N
<i>Phyllanthus pentaphyllus</i> var. <i>floridanus</i>	Florida five-petal leafflower	N / Endemic
<i>Physalis walteri</i>	Walter's groundcherry	N
<i>Psychotria nervosa</i>	wild coffee	N
<i>Pteris vittata</i>	Chinese brake	E / EPPC (II)
<i>Pteridium aquilinum</i> var. <i>caudatum</i>	lacy bracken	N
<i>Quercus pumila</i>	running oak	N
<i>Quercus virginiana</i>	live oak	N
<i>Randia aculeata</i>	white indigoberry	N
<i>Rhus copallinum</i>	winged sumac	N

<i>Rhynchosia reniformis</i>	dollarweed	N
<i>Rhynchospora floridensis</i>	white top sedge	N
<i>Ruellia carolinensis</i>	Carolina wild petunia	N
<i>Roystonea regia</i>	royal palm	N/ FL endangered
<i>Sabal palmetto</i>	cabbage palm	N
<i>Schinus terebinthifolius</i>	Brazilian pepper	E/ EPPC (I)
<i>Schizachyrium gracile</i>	wire bluestem	N
<i>Serenoa repens</i>	saw palmetto	N
<i>Sida rhombifolia</i>	Cuban jute	N
<i>Sideroxylon salicifolium</i>	willow bustic	N
<i>Smilax auriculata</i>	earleaf greenbrier	N
<i>Smilax havanensis</i>	Havana greenbrier	N/ FL threatened
<i>Solidago leavenworthii</i>	Leavenworth's goldenrod	N
<i>Stachytarpheta jamaicensis</i>	blue porterweed	N
<i>Tetrazygia bicolor</i>	West Indian lilac	N / FL threatened
<i>Thelypteris kunthii</i>	Southern shield fern	N
<i>Tillandsia paucifolia</i>	potbelly airplant	N
<i>Toxicodendron radicans</i> ssp <i>radicans</i>	poison ivy	N
<i>Tragia saxicola</i>	Florida Keys noseburn	N/ FL threatened
<i>Tradescantia spathacea</i>	oyster plant	E/ EPPC (II)
<i>Trema micrantha</i>	Florida trema	N
<i>Tripsacum floridanum</i>	Florida gamma grass	N/ FL threatened
<i>Vitis rotundifolia</i>	Muscadine grape	N
<i>Zamia integrifolia</i>	coontie	N

\*Please note that this is not a complete plant species list. The list includes the plants that were observed by staff on the date of the inspection.

**MANAGEMENT PLAN AGREEMENT (must be signed by all owners)**

I, Burgess M. Thompson hereby certify that I have read and understood this management plan, and agree to follow its management recommendations.

Burgess M. Thompson  
SIGNATURE

9/21/10  
DATE

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

## ATTACHMENT H

THIS INSTRUMENT PREPARED BY:

Carol Ann Huestis

Mailing address:

14750 SW 238 St

Miami-Dade County, FL 33032

COVENANT RUNNING WITH THE  
LAND IN FAVOR OF MIAMI-DADE  
COUNTY, FLORIDA, CONCERNING  
ENVIRONMENTALLY ENDANGERED  
LAND LOCATED AT 14750 SW 238 ST,  
MIAMI-DADE COUNTY, FLORIDA,  
CURRENTLY FOLIO # 30-6921-000-0160

WHEREAS, the undersigned Owner, Carol Huestis Revocable Living Trust, holds the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A," attached hereto, and hereinafter called the "Property," and

IN ORDER TO ASSURE the County that the representations made by the Owner in the application, pursuant to Chapter 25B of the Code of Miami-Dade County and Section 193.501 of the Florida Statutes, will be abided by the Owner freely, voluntarily, and without duress, the Owner makes the following Covenant covering and running with the property:

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6. **Modification, Amendment, Release.** This Covenant may be modified, amended or released as to the land herein described, or any portion thereof, by written instrument executed by the, then, owner(s) of all of the Property, provided that the same is also approved by the Board of County Commissioners of Miami-Dade County, Florida. The release from this Covenant shall be made after public hearing and after a determination by the Board of County Commissioners of Miami-Dade County that such release would not adversely affect the interest of the public. Notice of said public hearing shall be published once a week for at least two (2) weeks in a newspaper of general circulation in Miami-Dade

County, prior to said hearing. Furthermore, release of this Covenant shall only be made to the Owner upon payment of the deferred tax liability pursuant to Section 25B-17(b) of the Code of Miami-Dade County.

7. **Enforcement.** The, then, owner or anyone with the owner's knowledge or consent shall not use the Property in any manner inconsistent with the terms of this Covenant without first obtaining a written instrument from the Board of County Commissioners of Miami-Dade County which releases the Owner from the terms of the covenant, and which instrument must be promptly recorded in the public records of Miami-Dade County, Florida. Any violation of this section shall constitute a breach of this Covenant, for which the Board of County Commissioners may revoke the covenant and require the Owner to pay the deferred tax liability as such term is defined in Section 25B-17(b) of the Code of Miami-Dade County. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.
  
8. **Renewal.** The current owner(s) of the property may apply to renew this covenant for successive ten (10) year periods following the termination of the term of this covenant. Applications for such renewals shall be submitted to the Miami-Dade County Department of Regulatory and Economic Resources, or successor department, and such applications for renewal may be approved administratively by the Director of the Miami-Dade County Department of Regulatory and Economic Resources, or successor department. After approval of a renewal, the Owner shall record, at Owner's expense, a renewed covenant in the public records of Miami-Dade County, Florida. Said renewed covenant shall be in a

form approved by the Director of the Miami-Dade County Department of Regulatory and Economic Resources, or successor department.

9. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such additional rights, remedies or privileges.
10. **Severability.** Invalidation of any one of these provisions, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.
11. **Recording.** This Covenant, along with a certified copy of the resolution from the Board of County Commissioners accepting the Covenant, shall be filed of record in the public records of Miami-Dade County, Florida at the costs of the Owners after the effective date of the Board of County Commissioners' resolution accepting the Covenant. This Covenant shall become effective immediately upon recordation.
12. **Acceptance of Covenant.** Acceptance of this Covenant does not obligate the County in any manner, nor does it entitle the Owner to approval of any application, and the Board of County Commissioners and the County retain full power and authority to deny each such application in whole or in part.
13. **Owner.** The term Owner shall include the Owner, and its heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this 18 day of September, 2015.

INDIVIDUAL

WITNESSES:

sign Kay Norwood

print KAY NORWOOD

sign Fletcher Norwood

print FLETCHER NORWOOD

sign \_\_\_\_\_

print \_\_\_\_\_

sign \_\_\_\_\_

print \_\_\_\_\_

OWNER(S):

sign Carol Ann Huestis

print Carol Ann Huestis

Address \_\_\_\_\_

sign \_\_\_\_\_

print \_\_\_\_\_

Address \_\_\_\_\_

sign \_\_\_\_\_

print \_\_\_\_\_

Address \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 18 day of September 2015, by Carol Huestis, who is personally known to me or who has produced FL DL #232-10509340 as identification and who did take an oath.

wfp 2016



NOTARY PUBLIC:

Sign Monika Kuhn

Print Monika Kuhn

State of Florida at Large (Seal)

My Commission Expires: 12-3-17

Notary only for Carol Huestis  
[Signature]

**EXHIBIT A**

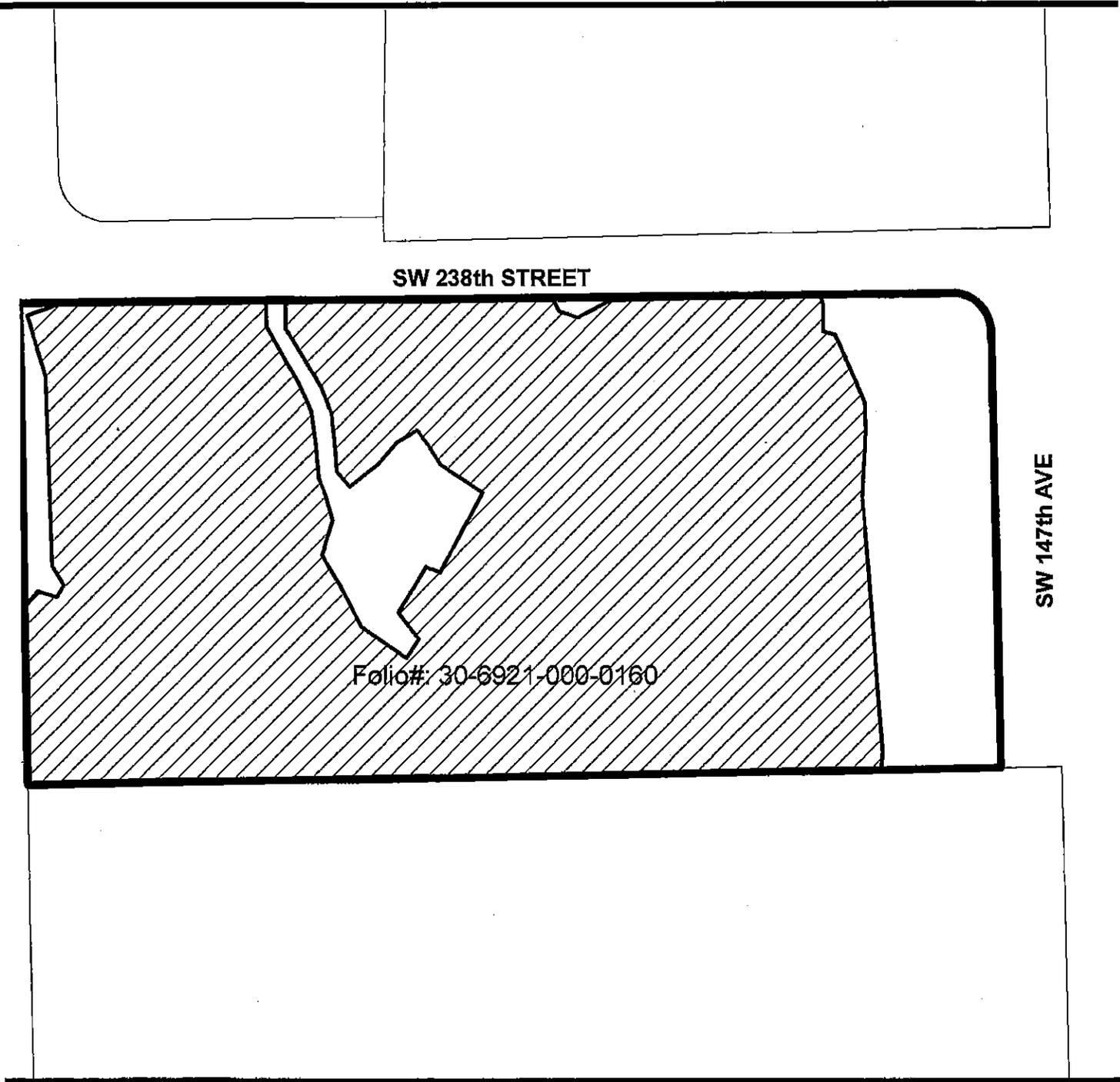
**LEGAL DESCRIPTION**

**Folio Number:** 30-6921-000-0160

**Property Address:** 14750 SW 238 ST  
MIAMI-DADE COUNTY, FL 33032

**Legal description:** THE NORTH ½ OF THE SE ¼ OF THE SE ¼ OF THE  
NE ¼ OF SECTION 21, TOWNSHIP 56 SOUTH,  
RANGE 39 EAST, LYING AND BEING IN MIAMI-  
DADE COUNTY, FLORIDA.

**EXHIBIT B: EEL boundary of Carol A. Huestis property  
Folio#: 30-6921-000-0160**



**Legend**

-  EEL Covenanted Area: 3.61 acres
-  Huestis property boundaries
-  Parcels

Map created by  
Luis Moreno  
on 3/24/2015



SCALE: 1 inch = 90 feet

## Exhibit C

### Pine Rockland Management Plan for Carol Huestis

**Location:** 14750 SW 238 St, Miami-Dade County, Florida.

**Size:** 4.34 acres parcel  
3.61 acres qualify for an Environmentally Endangered Lands (EEL) covenant

**Folio #:** 30-6921-000-0160

**Forest Type:** Pine Rockland

#### Location

The property is located at 14750 SW 238 St and lies in Section 21 of Township 56, Range 39.

Distance from nearest EEL site: ~2,600 feet from Silver Palm Hammock Addition  
Distance from nearest EEL covenanted site: adjacent to 14840 SW 238<sup>th</sup> St  
Distance from nearest county-designated Natural Forest Community (NFC): adjacent to 14840 SW 238<sup>th</sup> St

#### Property Information

The property consists of a rectangular-shaped parcel with an irregular shaped preservation area surrounding a private residence in the center of the parcel. This property is surrounded by agricultural or vacant land use. Additionally 4.34 acres of the subject site were designated as a Natural Forest Community (NFC) pine rockland in 1984 by the Miami-Dade County Board of County Commissioners, via Resolution No. R-1764-84 and may be found on Miami-Dade County Natural Forest Community Map 34, T56 R39 S21, parcel B. NFCs are protected and regulated via Section 24-49 of the Code of Miami-Dade County.

Pine rocklands were once South Florida's dominant plant community, occupying about 186,000 acres along 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 canopy is dominated almost exclusively by slash pines. Beneath this canopy lays a rich understory composed of grasses, sedges, palms, vines, shrubs and wildflowers of temperate and tropical origin, many of which are listed as endangered or threatened. 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 rare and unique plant species. Pine rocklands are South Florida's most floristically diverse plant community and contain several endemic species that are found nowhere else in the world. For this reason, the Florida Natural Areas Inventory (FNAI) classifies pine rocklands as globally imperiled. The implementation of this management plan helps reduce exotic plant infestations and also maintains and re-establishes federally and State listed plant species within Miami-Dade County, both of which are stated as objectives in CON-8 of the Miami-Dade County Comprehensive Development Master Plan (CDMP).

### Present Condition

The natural plant community is typical of a fire depressed pine rockland that includes numerous understory and canopy plant species. The understory consists of many typical pine rockland plant species. These include, but are not limited to, marlberry (*Ardisia escallonioides*), poisonwood (*Metopium toxiferum*), running oak (*Quercus pumila*), white indigoberry (*Rhandia aculeata*), winged sumac (*Rhus copallinum*), saw palmetto (*Serenoa repens*), West Indian lilac (*Tetrazygia bicolor*), and coontie (*Zamia integrifolia*). Slash pines (*Pinus elliotti* var *densa*) can be found throughout the preservation area. Overall the site scored a high amount of plant diversity which included endemic and listed species.

Exotic and invasive plant species are found within the preservation area. The natural area contains approximately 5-10% cover of exotic species. A significant amount of organic matter has accumulated within the preservation area due to lack of fire. Additionally the understory has formed thickets, atypical of a properly functioning pine rockland. This is impacting the viability of the herbaceous understory. Intact pinnacle rock is found within the site with no significant outcroppings documented (accumulated pine duff and organic material has made it difficult the observation of geologic formations).

The portion of the property that qualifies for an EEL Covenant is separated from the non-qualifying area into a single management area. It is a fire depressed pine rockland and contains some nuisance vegetation. Recommended management techniques will include restoration methods that mimic the effects of fire including removal of pine duff and organic material, thinning of hardwoods and removal of vines.

### Conclusion

The site provides connectivity for the EEL preserve and NFC contiguous to the property. The site has been federally designated as critical habitat for *Brickellia mosieri*, *Linum carteri*, and the Bartram's Hairstreak butterfly (*Strymon acis bartrami*). The habitat is considered intermittently occupied by the Bartram's Hairstreak butterfly and unoccupied by the two plant species. The covenanted portion of the site provides excellent habitat

connectivity for the endangered butterfly and an opportunity to expand and stabilize the populations of the two federally endangered species.

The county will benefit from the active management of the site through the inherent values that natural areas provide and by gaining improved and increased wildlife habitat and biodiversity. It is important to note that the preservation of this site, as well as other natural areas in the EEL Covenant Program, provides other environmental benefits such as carbon sequestration, ground water recharging and storm water runoff reduction.

### **Ecological Goals**

1. Maintain area to allow for development of pine rockland herbaceous understory.
2. Promote regeneration of slash pines (especially in the northern half of the property).
3. Provide suitable habitat for native wildlife.
4. Eliminate non-native and control invasive plant species found on the site.

### **Management Goals**

1. Eradicate exotic plants to achieve less than 3% exotic plant cover.
2. Remove organic material such as pine duff or implement controlled burns.
3. Manage (thin out) hardwoods and vines to mimic fire management.
4. Allow natural regeneration of native plants.

Miami-Dade County Department of Regulatory and Economic Resources (RER) will periodically inspect the property to ensure that management goals are achieved.

### **Management Techniques and Schedule**

No heavy machinery is allowed within the site. All work must be done by hand (i.e. chainsaw, hand tools). Mowing within the covenanted areas is prohibited.

- Year 1-2:** Initial hand removal of pine duff and other accumulated organics. Initial eradication of exotic plants to maintain the site at less than 3% exotic plant cover.
- Year 3-5:** Continue to eradicate exotic plants and re-treat any re-sprouting or re-colonizing exotic plants to maintain 3% or less exotic plant cover. Continue the removal of accumulated organics, including pine duff. Monitor native plant recruitment and wildlife. Thin out hardwoods and vines if needed to maintain an open understory.
- Year 6-10:** Continue to eradicate exotic and invasive plants and maintain diverse understory, rare species and 3% or less exotic cover. Monitor native plant recruitment and wildlife. Thin out hardwoods and vines if needed to maintain an open understory.

**PLANT SPECIES LIST\***

Plant taxa are listed by habit and origin. Key to Origin/Status codes:

N	native to South Florida
R	ruderal
FL endangered	listed as an endangered species in the state of Florida
FL threatened	listed as a threatened species in the state of Florida
Fed Endangered	listed as an endangered species by the Federal Government
Fed Threatened	listed as a threatened species by the Federal Government
E	exotic to South Florida
EPPC I	category I as per Florida Exotic Pest Plant Council (most invasive)
EPPC II	category II as per Florida Exotic Pest Plant Council (invasive)

<i>Abrus precatorius</i>	rosary pea	E / EPPC (I)
<i>Acacia auriculiformis</i>	earleaf acacia	E / EPPC (I)
<i>Acalypha chamaedrifolia</i>	bastard copperleaf	N
<i>Achyranthes indica</i>	devil's horsewhip	E
<i>Adiantum spp.</i>	maidenhair	N
<i>Agave sisalana</i>	sisal hemp	E / EPPC (II)
<i>Ambrosia artemisiifolia</i>	common ragweed	N
<i>Andropogon virginicus</i>	broomsedge bluestem	N
<i>Anemia adiantifolia</i>	maidenhair pineland fern	N
<i>Angadenia berteroi</i>	pineland allamanda	N
<i>Ardisia escallonioides</i>	marlberry	N
<i>Ardisia elliptica</i>	shoebutton ardisia	E / EPPC (I)
<i>Argemone mexicana</i>	Mexican poppy	N
<i>Asclepias curassavica</i>	scarlet milkweed	E
<i>Asparagus aethiopicus</i>	asparagus fern	E / EPPC (I)
<i>Ayenia euphrasiifolia</i>	eyebright ayenia	N
<i>Baccharis halimifolia</i>	groundsel	N
<i>Berlandiera subacaulis</i>	Florida green eyes	N
<i>Bidens alba</i>	Spanish needles	N
<i>Byrsonima lucida</i>	locustberry	N
<i>Callicarpa Americana</i>	beauty berry	N
<i>Cassytha filiformis</i>	lovevine	N
<i>Cestrum diurnum</i>	day jessamine	E / EPPC (II)
<i>Chamaecrista deeringiana</i>	Deering's partridge pea	N
<i>Chamaecrista nictitans var aspera</i>	hairy partridge pea	N
<i>Chiococca alba</i>	snowberry	N
<i>Chiococca parvifolia</i>	pineland snowberry	N
<i>Chromolaena odorata</i>	jack-in-the-bush	N
<i>Chrysophyllum oliviforme</i>	satin leaf	N / FL threatened
<i>Cissus verticillata</i>	possum grape	N
<i>Cithraxylum spinosum</i>	Florida fiddlewood	N
<i>Cnidoscolus stimulosus</i>	tread softly	N

<i>Coccothrinax argentata</i>	silver palm	N / FL threatened
<i>Conoclinium coelestinum</i>	blue mistflower	N
<i>Conyza canadensis</i>	dwarf horseweed	N
<i>Crossopetalum ilicifolium</i>	quailberry	N / FL threatened
<i>Crotalaria pallida var obovate</i>	smooth rattlebox	E
<i>Crotalaria pumila</i>	low rattlebox	N
<i>Crotalaria spectabilis</i>	showy rattlebox	E
<i>Croton linearis</i>	pineland croton	N
<i>Desmodium incanum</i>	beggar's ticks	N
<i>Dichondra carolinensis</i>	ponyfoot	N
<i>Digitaria ciliaris</i>	Southern crabgrass	N
<i>Dyschoriste angusta</i>	rockland twinflower	N
<i>Echites umbellatus</i>	devil's potato	N
<i>Eleusine indica</i>	goosegrass	E
<i>Emilia fosbergii</i>	Florida tasselflower	E
<i>Eragrostis elliottii</i>	Elliott's lovegrass	N
<i>Echites hieracifolia</i>	fireweed	N
<i>Eugenia axillaris</i>	white stopper	N
<i>Eugenia uniflora</i>	Surinam-cherry	E / EPPC (II)
<i>Eupatorium capillifolium</i>	dog fennel	N
<i>Euphorbia cyathophora</i>	painted leaf	N
<i>Euphorbia pinetorum</i>	pineland poinsettia	N/ FL endangered
<i>Eustachys petraea</i>	pinewoods fingergrass	N
<i>Evolvulus sericeus</i>	silver dwarf morningglory	N
<i>Ficus aurea</i>	strangler fig	N
<i>Flacourtia indica</i>	governor's plum	E / EPPC (II)
<i>Forestiera segregata</i>	pineland privet	N
<i>Galium hispidulum</i>	coastal bedstraw	N
<i>Guettarda scabra</i>	rough velvetseed	N
<i>Habenaria floribunda</i>	rein orchid	N
<i>Indigofera fruticosa</i>	wild indigo	E
<i>Jacquemontia curtisii</i>	pineland clustervine	N / FL threatened
<i>Jasminum dichotomum</i>	Gold Coast jasmine	N
<i>Koanophyllon villosum</i>	Florida shrub thoroughwort	N/ FL endangered
<i>Lantana camara</i>	shrubverbena	E / EPPC (I)
<i>Lantana depressa</i>	pineland lantana	N/ FL endangered
<i>Lantana involucrata</i>	wild sage	N
<i>Liatris spp.</i>	blazing star	N
<i>Lysiloma latisiliquum</i>	wild tamarind	N
<i>Macroptilium lathyroides</i>	wild bean	E / EPPC (II)
<i>Melanthera angustifolia</i>	prairie blackanthers	N
<i>Melinis repens</i>	natal grass	E / EPPC (I)
<i>Melinis minutiflora</i>	molasses grass	E
<i>Metopium toxiferum</i>	poisonwood	N
<i>Momordica charantia</i>	balsam pear	E / EPPC (II)
<i>Morinda royoc</i>	cheese shrub	N

<i>Myrica cerifera</i>	wax myrtle	N
<i>Myrsine floridana</i>	myrsine	N
<i>Nephrolepis cordifolia</i>	sword fern	E / EPPC (I)
<i>Nephrolepis exaltata</i>	sword fern	N
<i>Neptunia pubescens</i>	tropical puff	N
<i>Oeceoclades maculata</i>	African monk orchid	E
<i>Oxalis coriniculata</i>	lady's sorrel	N
<i>Neyraudia reynaudiana</i>	Burma reed	E / EPPC (I)
<i>Panicum fusiforme</i>	American panic grass	N
<i>Passiflora suberosa</i>	corksystem passionflower	N
<i>Parthenium hysterophorus</i>	Santa Maria	E
<i>Parthenocissus quinquefolia</i>	Virginia creeper	N
<i>Pennisetum purpureum</i>	Burma reed	E / EPPC (I)
<i>Pinus elliottii</i> var. <i>densa</i>	South Florida slash pine	N / Endemic
<i>Phyla nodiflora</i>	fog fruit	N
<i>Phyllanthus amarus</i>	carry with the wind	E
<i>Phyllanthus pentaphyllus</i> var. <i>floridanus</i>	Florida five-petal leafflower	N / Endemic
<i>Physalis walteri</i>	Walter's groundcherry	N
<i>Phytolacca americana</i>	American pokeweed	N
<i>Pluchea foetida</i>	stinking camphorweed	N
<i>Polygala grandiflora</i>	candyweed	N
<i>Portulaca oleracea</i>	common purslane	N
<i>Psidium guajava</i>	guava	E / EPPC (I)
<i>Psychotria nervosa</i>	wild coffee	N
<i>Pteris vittata</i>	Chinese brake	E / EPPC (II)
<i>Pteridium aquilinum</i> var. <i>caudatum</i>	lacy bracken	N
<i>Quercus pumila</i>	running oak	N
<i>Quercus virginiana</i>	live oak	N
<i>Randia aculeata</i>	white indigoberry	N
<i>Rhus copallinum</i>	winged sumac	N
<i>Rhynchospora floridensis</i>	white top sedge	N
<i>Ruellia caroliniensis</i>	Carolina wild petunia	N
<i>Sabal palmetto</i>	cabbage palm	N
<i>Salvia occidentalis</i>	West Indian sage	N
<i>Schefflera actinophylla</i>	Queensland umbrella tree	E/ EPPC (I)
<i>Schinus terebinthifolius</i>	Brazilian pepper	E/ EPPC (I)
<i>Schizachyrium gracile</i>	wire bluestem	N
<i>Sceleria ciliata</i>	fringes nutrush	N
<i>Serenoa repens</i>	saw palmetto	N
<i>Sida rhombifolia</i>	Cuban jute	N
<i>Sideroxylon salicifolium</i>	willow bustic	N
<i>Smilax auriculata</i>	earleaf greenbrier	N
<i>Smilax havanensis</i>	Havana greenbrier	N/ FL threatened
<i>Solanum americanum</i>	common nightshade	N
<i>Solanum diphyllum</i>	twoleaf nightshade	E/ EPPC (II)
<i>Sonchus oleraceus</i>	common sowthistle	E

<i>Sorghum halepense</i>	Johnson grass	E
<i>Spermacoece prostrate</i>	prostrate false buttonweed	N
<i>Spermacoece verticillata</i>	shrubby false buttonweed	E
<i>Sporobolus pyramidatus</i>	whorled dropseed	N
<i>Stachytarpheta jamaicensis</i>	blue porterweed	N
<i>Stenotaphrum secundatum</i>	St Augustine grass	E
<i>Terminalia spp</i>	tropical almond	E/ EPPC (II)
<i>Tetrazygia bicolor</i>	West Indian lilac	N / FL threatened
<i>Thelypteris kunthii</i>	Southern shield fern	N
<i>Toxicodendron radicans</i>	Eastern poison ivy	N
<i>Tragia saxicola</i>	Florida Keys noseburn	N/ FL threatened
<i>Tradescantia spathacea</i>	oyster plant	E/ EPPC (II)
<i>Trema micrantha</i>	Florida trema	N
<i>Tridax procumbans</i>	brittleweed	N
<i>Urena lobata</i>	Caesar weed	E/ EPPC (II)
<i>Vernonia cinerea</i>	ironweed	E
<i>Vitis rotundifolia</i>	Muscadine grape	N
<i>Youngia japonica</i>	rocketweed	E
<i>Zamia furfuracea</i>	cardboard palm	E
<i>Zamia integrifolia</i>	coontie	N

**\*Please note that this is not a complete plant species list. The list includes the plants that were observed by staff on the date of the inspection.**

---

**MANAGEMENT PLAN AGREEMENT (must be signed by all owners)**

I, Paul Am Huestis hereby certify that I have read and understood this management plan, and agree to follow its management recommendations.

Paul Am Huestis  
SIGNATURE

9/16/15  
DATE

# ATTACHMENT I

THIS INSTRUMENT PREPARED BY:

Kelly and Robert Bassing

Mailing address:

15345 SW 256 St

Miami-Dade County, FL 33032

COVENANT RUNNING WITH THE  
LAND IN FAVOR OF MIAMI-DADE  
COUNTY, FLORIDA, CONCERNING  
ENVIRONMENTALLY ENDANGERED  
LAND LOCATED AT 15345 SW 256 ST,  
MIAMI-DADE COUNTY, FLORIDA,  
CURRENTLY FOLIO # 30-6928-000-0304

WHEREAS, the undersigned Owner, Kelly and Robert Bassing, holds the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A," attached hereto, and hereinafter called the "Property," and

IN ORDER TO ASSURE the County that the representations made by the Owner in the application, pursuant to Chapter 25B of the Code of Miami-Dade County and Section 193.501 of the Florida Statutes, will be abided by the Owner freely, voluntarily, and without duress, the Owner makes the following Covenant covering and running with the property:

1. The EEL Preservation Area on the Property, as shown on the map attached hereto as Exhibit B and incorporated herein by reference, shall be maintained in its present natural state.
2. The EEL Preservation Area on the Property shall be and the same is hereby subject to the conservation restrictions set forth in Exhibit C, which is attached hereto and incorporated herein by reference, including, but not limited to, the requirement that the Owner, shall maintain the EEL Preservation Area free of vegetation which is not native to Miami-Dade

County, pursuant to Section 24-5 of the Code of Miami-Dade County and as determined by the Director of the Department of Regulatory and Economic Resources, or successor department, in his or her sole discretion. No native vegetation may be removed, trimmed, or destroyed in the EEL Preservation Area without prior written consent from the Director or Director's designee of the Department of Regulatory and Economic Resources, or successor department.

3. **County Inspection and Requests for Curative Action.** As further part of this Covenant, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, shall have the right, upon written notification to the, then, owner(s) of the Property, as reflected in the Property Appraiser's records, to inspect the Property at reasonable times to determine whether the Property is being maintained in the manner required by 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 then, owner(s) in writing by Certified Mail, return receipt requested, at the address of record from the Property Appraiser's office,, of the particular curative action required and the reasons therefor. The, then, 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 therefor.
4. **Covenant Running with the Land.** This Covenant on the part of the Owner shall constitute a covenant running with the land and shall be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida, together with a certified copy of the

Board of County Commissioners' resolution accepting the covenant, and shall remain in full force and effect and be binding on undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. The Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Covenant does not in any way obligate or provide a limitation on the County. The Owner shall also send a copy of the recorded covenant and Board of County Commissioners' resolution accepting the covenant to the Miami-Dade County Property Appraiser.

5. **Term.** This Covenant is to run with the land and shall be binding on all parties and all persons claiming under it for a period of ten (10) years from the date this Covenant is recorded, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Covenant has first been modified or released by Miami-Dade County.
  
6. **Modification, Amendment, Release.** This Covenant may be modified, amended or released as to the land herein described, or any portion thereof, by written instrument executed by the, then, owner(s) of all of the Property, provided that the same is also approved by the Board of County Commissioners of Miami-Dade County, Florida. The release from this Covenant shall be made after public hearing and after a determination by the Board of County Commissioners of Miami-Dade County that such release would not adversely affect the interest of the public. Notice of said public hearing shall be published once a week for at least two (2) weeks in a newspaper of general circulation in Miami-Dade

County, prior to said hearing. Furthermore, release of this Covenant shall only be made to the Owner upon payment of the deferred tax liability pursuant to Section 25B-17(b) of the Code of Miami-Dade County.

7. **Enforcement.** The, then, owner or anyone with the owner's knowledge or consent shall not use the Property in any manner inconsistent with the terms of this Covenant without first obtaining a written instrument from the Board of County Commissioners of Miami-Dade County which releases the Owner from the terms of the covenant, and which instrument must be promptly recorded in the public records of Miami-Dade County, Florida. Any violation of this section shall constitute a breach of this Covenant, for which the Board of County Commissioners may revoke the covenant and require the Owner to pay the deferred tax liability as such term is defined in Section 25B-17(b) of the Code of Miami-Dade County. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.
  
8. **Renewal.** The current owner(s) of the property may apply to renew this covenant for successive ten (10) year periods following the termination of the term of this covenant. Applications for such renewals shall be submitted to the Miami-Dade County Department of Regulatory and Economic Resources, or successor department, and such applications for renewal may be approved administratively by the Director of the Miami-Dade County Department of Regulatory and Economic Resources, or successor department. After approval of a renewal, the Owner shall record, at Owner's expense, a renewed covenant in the public records of Miami-Dade County, Florida. Said renewed covenant shall be in a

form approved by the Director of the Miami-Dade County Department of Regulatory and Economic Resources, or successor department.

9. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such additional rights, remedies or privileges.
10. **Severability.** Invalidation of any one of these provisions, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.
11. **Recording.** This Covenant, along with a certified copy of the resolution from the Board of County Commissioners accepting the Covenant, shall be filed of record in the public records of Miami-Dade County, Florida at the costs of the Owners after the effective date of the Board of County Commissioners' resolution accepting the Covenant. This Covenant shall become effective immediately upon recordation.
12. **Acceptance of Covenant.** Acceptance of this Covenant does not obligate the County in any manner, nor does it entitle the Owner to approval of any application, and the Board of County Commissioners and the County retain full power and authority to deny each such application in whole or in part.
13. **Owner.** The term Owner shall include the Owner, and its heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this 30<sup>th</sup> day of September, 2015.

INDIVIDUAL

WITNESSES:

sign [Signature]

print Felix M. Diaz, Jr.

sign [Signature]

print Patti Ingram

sign [Signature]

print Felix M. Diaz, Jr.

sign [Signature]

print W.C. Ingram

sign [Signature]

print James Carl

OWNER(S):

sign [Signature]

print Kelly R Bassing

Address 15345 SW 256<sup>th</sup> Hmstd Fl 33032

sign [Signature]

print Rob BASSING

Address 15345 SW 256<sup>th</sup> Homestead Fl 33032

sign [Signature]

print DAVID Wilson

Address 25705 SW 157 Ave

①

②

③

witness

④

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of September, 2015, by Kelly Bassing and Robert Bassing who is personally known to me or who has produced Personally Known as identification and who did take an oath.

NOTARY PUBLIC:

Sign [Signature]

Print Felix M. Diaz, Jr.

State of Florida at Large (Seal)

My Commission Expires:



FELIX M. DIAZ, JR.  
MY COMMISSION # FF 118523  
EXPIRES: May 24, 2018  
Bonded Thru Budget Notary Services

**EXHIBIT A**

**LEGAL DESCRIPTION**

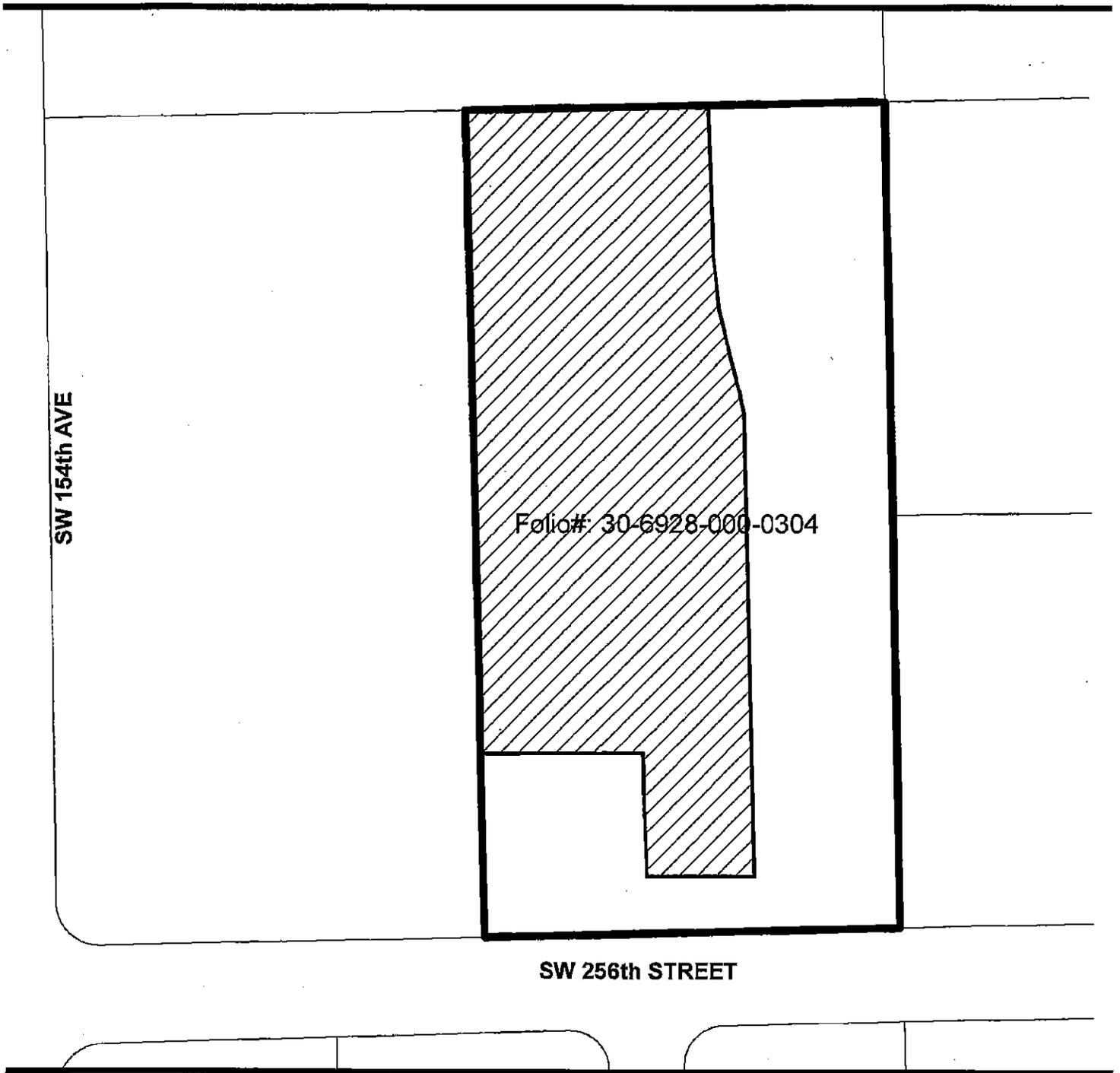
**Folio Number:** 30-6928-000-0304

**Property Address:** 15345 SW 256 ST  
MIAMI-DADE COUNTY, FL 33032

**Legal description:** THE E ½ OF THE SW ¼ OF THE SE ¼ OF THE NW ¼ OF SECTION 28, TOWNSHIP 56 SOUTH, RANGE 39 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA, LESS A PERPETUAL EASEMENT OVER, ACROSS AND UPON THE LAND DESCRIBED AS FOLLOWS:

THE SOUTH THIRTY-FIVE FEET OF THE SE ¼ OF THE NW ¼ OF SAID SECTION 28 PREVIOUSLY CONVEYED TO MIAMI-DADE COUNTY FOR THE RIGHT OF WAY.

**EXHIBIT B: EEL boundary of Kelly & Robert Bassing property  
Folio#: 30-6928-000-0304**



**Legend**

-  Bassing property boundaries
-  EEL Covenanted Area: 2.43 acres
-  Parcels

Map created by  
Luis Moreno  
on 7/01/2015

SCALE: 1 inch = 104 feet



126

**Exhibit C**  
**Pine Rockland Management Plan**  
**for Bassing**

**Location:** 15345 SW 256<sup>th</sup> Street, Miami-Dade County, Florida.

**Size:** 4.73 acres parcel  
2.43 acres qualify for an Environmentally Endangered Lands (EEL) covenant

**Folio #:** 30-6928-000-0304

**Forest Type:** Pine Rockland

**Location**

The property is located on the west-central Miami Rock Ridge, in Section 28 of Township 56 South, Range 39. The property is outside the urban development boundary (UDB), which is approximately ½ mile to the south.

- Distance from nearest EEL/county-owned site: ~3,570 feet north from Hattie Bauer Hammock;
- Distance from nearest EEL covenanted site: ~1,815 feet southwest from Romero Family Limited Partnership, parcel No. 30-6928-000-0100;
- Distance from nearest county-designated Natural Forest Community (NFC) site: Abuts the eastern side of parcel No. 30-6928-000-0302.

**Property Information**

The property (site) consists of a rectangular parcel with a single family residence built on the southwestern corner. There is agricultural land use on the eastern portion of the parcel and pine rockland habitat on the remainder of the site. Additionally, 2.73 acres of the site is County designated NFC. The parcel is surrounded by low density residential properties also containing designated NFC. The NFC on this property may be found on Miami-Dade County Natural Forest Community Map 34, T56 R39 S28, parcel H. NFCs are protected and regulated via Section 24-49 of the Code of Miami-Dade County.

Pine rocklands were once South Florida's dominant plant community, occupying about 186,000 acres along 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 canopy is dominated almost exclusively by slash pines. Beneath this canopy lays a rich understory composed of grasses, sedges, palms, vines, shrubs and wildflowers of temperate and tropical origin, many of which are listed as endangered or threatened. 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 rare and unique plant species. Pine rocklands are South Florida's most floristically diverse plant community and contain several endemic species that are found nowhere else in the world. For this reason, the Florida Natural Areas Inventory (FNAI) classifies pine rocklands as globally imperiled. The implementation of this management plan helps reduce invasive exotic plant infestations and also maintains and re-establishes federally and State listed plant species within Miami-Dade County, both of which are stated as objectives in CON-8 of the Miami-Dade County Comprehensive Development Master Plan (CDMP).

### **Present Condition**

The covenanted (preservation) area presents relatively intact pinnacle rock substrate with an open herbaceous layer representative of a native pine rockland plant community. The understory includes many typical, listed and rare pine rockland plant species, including, but not limited to, Shrub eupatorium (*Koanophyllon villosum*), quailberry (*Crossopetalum ilicifolium*), Florida keys noseburn (*Tragia saxicola*), pineland allamanda (*Angadenia berteroi*), pineland clustervine (*Jacquemontia curtisii*), Locustberry (*Byrsonima lucida*) West Indian lilac (*Tetrazygia bicolor*), silver palm (*Coccothrinax argentata*), pineland croton (*Croton linearis*), and coontie (*Zamia pumila*). Slash pines (*Pinus elliotii* var. *densa*) of three (3) age classes (sapling, juvenile and mature) are present throughout the preservation area. Overall, the site scores high in plant diversity. The entire site has been recently designated as critical habitat for the federally endangered Bartram's Hairstreak butterfly (*Strymon acis bartrami*).

The preservation area is isolated and therefore affected by edge effect and invasive exotic plants. The most common exotic plant species found on the site is Burma reed (*Neyraudia reynaudiana*); however, it was only prevalent along the edges of the preservation area. Other invasive exotics found are Queensland umbrella tree (*Schefflera actinophylla*) and Brazilian pepper (*Schinus terebinthifolius*). The property owners have been managing the natural area by hand pulling, treating with herbicides, and clearing the firebreaks. Evidence of recent fire was observed on the north and center portion of the preservation area. The southern portion contains a high number of silver palms as the dominant understory species. However, some broadleaf tree species (hardwoods) are recruiting on this area, mostly poisonwood (*Metopium toxiferum*), wild tamarind (*Lysiloma latisiliquum*), and live oak (*Quercus virginiana*), due to fire suppression. The closer canopy on this portion causes a higher deposition of organic matter (pine needles, leaf litter, and duff) that is more conducive of a transitional habitat. It is recommended that this portion be thinned out of hardwoods and deposited organic matter to allow recruitment of herbaceous pine rockland species. A comprehensive plant list is provided below.

## **Conclusion**

The preservation area is in good environmental condition and its pine rockland quality should improve with continuous management under the EEL covenant. This preservation area provides a stepping stone in the connectivity of patchy pine rockland NFC properties nestled in a matrix of agricultural and residential land uses. In addition, the site provides suitable habitat for the Bartram's Hairstreak butterfly since its sole larval host plant, pineland croton, is common on the site. Future management shall focus on controlling invasive exotic plant species along the edges and eliminating them from the interior, which supports great numbers of listed and rare native species.

The County will benefit from the active management of the site through the inherent values that natural areas provide and by gaining improved and increased wildlife habitat and biodiversity. It is important to note that the preservation of this site, as well as other natural areas in the EEL Covenant Program, provides other environmental benefits such as carbon sequestration, ground water recharging and storm water runoff reduction.

## **Ecological Goals**

1. Maintain covenanted area to preserve its natural plant community.
2. Provide suitable habitat for native wildlife
3. Eliminate/control invasive exotic plant species found on the site.

## **Management Goals**

1. Eradicate invasive exotic plant species from the preservation area to achieve less than 3% exotic plant cover.
2. Continue to maintain open canopy areas that promote regeneration of rare and diverse herbaceous plant species typical of pine rocklands.
3. Allow natural regeneration of plant species native of pine rocklands.

Miami-Dade County Division of Environmental Resources Management (DERM) will periodically inspect the property to ensure that management goals are achieved.

## **Management Techniques and Schedule**

No heavy machinery is allowed within the site. All work must be done by hand (i.e. chainsaw, hand tools). Mowing within the preservation area is prohibited.

- Year 1-2:** Eradicate invasive exotic plants to achieve less than 3% exotic plant cover. Thin out recruiting broadleaf tree species (hardwoods) where possible. Perform, if possible, a prescribed burn and monitor native plant recruitment and wildlife.
- Year 3-5:** Continue to eradicate invasive exotic plants and maintain the site at less than 3% exotic plant cover. Thin out hardwoods if needed to prevent their

shading effect. Remove vines and thin out shrub species to maintain an open herbaceous understory. Perform, if possible, a prescribed burn. Monitor native plant recruitment and wildlife.

**Year 6-10:** Continue to eradicate invasive exotic plants and maintain the site at less than 3% exotic plant cover. Remove vines and thin out hardwoods and understory shrub species to maintain an herbaceous groundcover. Perform, if possible, a prescribed burn. Monitor native plant recruitment and wildlife.

**PLANT SPECIES LIST\***

Plant taxa are listed by habit and origin. Key to Origin/Status codes:

- N native to South Florida
- R ruderal
- FL endangered listed as an endangered species in the state of Florida
- FL threatened listed as a threatened species in the state of Florida
- E exotic to South Florida
- EPPC I category I as per Florida Exotic Pest Plant Council (most invasive)
- EPPC II category II as per Florida Exotic Pest Plant Council (invasive)

<u>Scientific Name</u>	<u>Common Name</u>	<u>Origin/Status</u>
<i>Agalinis fasciculata</i>	Beach false foxglove	N
<i>Albizia lebbek</i>	Woman's tongue	E / EPPC (I)
<i>Anemia adiantifolia</i>	maidenhair pineland fern	N
<i>Angadenia berteroi</i>	pineland allamanda	N/FL threatened
<i>Ardisia escallonioides</i>	marlberry	N
<i>Ayenia euphrasiifolia</i>	eyebright Ayenia	N
<i>Baccharis halimifolia</i>	saltbush	N
<i>Bidens alba</i>	Spanish needles	R
<i>Bursera simaruba</i>	gumbo limbo	N
<i>Byrsonima lucida</i>	locustberry	N
<i>Callicarpa americana</i>	beauty berry	N
<i>Chamaecrista deeringiana</i>	Deering partridge pea	N
<i>Chiococca alba</i>	snowberry	N
<i>Chiococca parvifolia</i>	pineland snowberry	N
<i>Chromolaena odorata</i>	jack-in-the-bush	R
<i>Cnidoscolus stimulosus</i>	tread softly	N
<i>Coccothrinax argentata</i>	silver palm	N/FL threatened
<i>Crossopetalum ilicifolium</i>	quailberry	N/FL threatened
<i>Crotalaria pumila</i>	low rattlebox	N
<i>Croton linearis</i>	pineland croton	N
<i>Dichantheium commutatum</i>	variable witchgrass	N
<i>Echites umbellatus</i>	Devil's-potato	N
<i>Eragrostis elliotii</i>	Elliott's lovegrass	N
<i>Ficus aurea</i>	strangler fig	N
<i>Galactia regularis</i>	Eastern milkpea	N

<i>Galium hispidulum</i>	coastal bedstraw	N
<i>Guettarda scabra</i>	rough velvetseed	N
<i>Jacquemontia curtisii</i>	pineland clustervine	N/FL threatened
<i>Jasminum dichotomum</i>	Gold Coast jasmine	E / EPPC (I)
<i>Koanophyllon villosum</i>	Florida shrub thoroughwort	N/FL endangered
<i>Lantana depressa</i>	pineland lantana	N/ FL endangered
<i>Lantana involucrata</i>	wild sage	N
<i>Melanthera parvifolia</i>	pineland blackanthers	N/FL threatened
<i>Melinis repens</i>	natal grass	E / EPPC (I)
<i>Metopium toxiferum**</i>	poisonwood	N
<i>Morinda royoc</i>	cheese shrub	N
<i>Myrica cerifera</i>	wax myrtle	N
<i>Myrsine cubana</i>	myrsine	N
<i>Neyraudia reynaudiana</i>	Burma reed	E / EPPC (I)
<i>Parthenocissus quinquefolia</i>	Virginia creeper	N
<i>Passiflora suberosa</i>	corkystem passionflower	N
<i>Physalis walteri</i>	Walter's groundcherry	N
<i>Pinus elliotii</i> var. <i>densa</i>	South Florida slash pine	N / Endemic
<i>Piriqueta caroliniana</i>	pitted stripe seed	N
<i>Pteridium aquilinum</i> var. <i>caudatum</i>	lacy bracken	N
<i>Pteris bahamensis</i>	Bahama ladder brake	N/FL threatened
<i>Quercus pumila</i>	running oak	N
<i>Quercus virginiana</i>	live oak	N
<i>Randia aculeata</i>	white indigoberry	N
<i>Rhus copallinum</i>	winged sumac	N
<i>Rhynchosia reniformis</i>	dollarweed	N
<i>Rhynchospora floridensis</i>	white top sedge	N
<i>Sabal palmetto</i>	cabbage palm	N
<i>Schinus terebinthifolius</i>	Brazilian pepper	E/ EPPC (I)
<i>Schizachyrium gracile</i>	wire bluestem	N
<i>Senna ligustrina</i>	Privet senna	N
<i>Serenoa repens</i>	saw palmetto	N
<i>Sida acuta</i>	common wireweed	N
<i>Sideroxylon salicifolium</i>	willow bustic	N
<i>Simarouba glauca</i>	paradise tree	N
<i>Smilax auriculata</i>	earleaf greenbrier	N
<i>Smilax havanensis</i>	Havana greenbrier	N/ FL threatened
<i>Stachytarpheta jamaicensis</i>	blue porterweed	N
<i>Symphotrichum adnatus</i>	clasping aster	N
<i>Tetrazygia bicolor</i>	West Indian lilac	N/FL threatened
<i>Toxicodendron radicans</i>	poison ivy	N
<i>Tragia saxicola</i>	Florida Keys noseburn	N/FL threatened
<i>Trema micranthum</i>	Florida trema	N
<i>Tripsacum floridanum</i>	Florida gamma grass	N/FL threatened
<i>Urena lobata</i>	Caesar's weed	E/ EPPC (I)
<i>Vitis rotundifolia</i>	Muscadine grape	N

*Zamia integrifolia*  
*Zamia furfuracea*

coontie  
Cardboard-palm

N  
E

\*Please note that this is not a complete plant species list. The list includes the plants that were observed by staff on the date of the inspection.

\*\*Allowed to be removed provided a NFC Exotic Tree Removal Permit has been obtained in accordance with Section 24-49(f) of the Code of Miami-Dade County.

---

**MANAGEMENT PLAN AGREEMENT (must be signed by all owners)**

I, Kelly R Bassing hereby certify that I have read and understood this management plan, and agree to follow its management recommendations.

Kelly R Bassing  
SIGNATURE

9-23-15  
DATE

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

Rob Bassing  
SIGNATURE

9-23-15  
DATE

## ATTACHMENT J

THIS INSTRUMENT PREPARED BY:

Philippe Mazure

Mailing address:

125 NE 8 ST #3

Homestead, FL 33030

COVENANT RUNNING WITH THE  
LAND IN FAVOR OF MIAMI-DADE  
COUNTY, FLORIDA, CONCERNING  
ENVIRONMENTALLY ENDANGERED  
LAND LOCATED AT 26550 SW 172  
AVE, MIAMI-DADE COUNTY,  
FLORIDA, CURRENTLY FOLIO # 30-  
6931-000-0575

WHEREAS, the undersigned Owner, Philippe Mazure, holds the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A," attached hereto, and hereinafter called the "Property," and

IN ORDER TO ASSURE the County that the representations made by the Owner in the application, pursuant to Chapter 25B of the Code of Miami-Dade County and Section 193.501 of the Florida Statutes, will be abided by the Owner freely, voluntarily, and without duress, the Owner makes the following Covenant covering and running with the property:

1. The EEL Preservation Area on the Property, as shown on the map attached hereto as Exhibit B and incorporated herein by reference, shall be maintained in its present natural state.
2. The EEL Preservation Area on the Property shall be and the same is hereby subject to the conservation restrictions set forth in Exhibit C, which is attached hereto and incorporated herein by reference, including, but not limited to, the requirement that the Owner, shall

maintain the EEL Preservation Area free of vegetation which is not native to Miami-Dade County, pursuant to Section 24-5 of the Code of Miami-Dade County and as determined by the Director of the Department of Regulatory and Economic Resources, or successor department, in his or her sole discretion. No native vegetation may be removed, trimmed, or destroyed in the EEL Preservation Area without prior written consent from the Director or Director's designee of the Department of Regulatory and Economic Resources, or successor department.

3. **County Inspection and Requests for Curative Action.** As further part of this Covenant, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, shall have the right, upon written notification to the, then, owner(s) of the Property, as reflected in the Property Appraiser's records, to inspect the Property at reasonable times to determine whether the Property is being maintained in the manner required by 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 then, owner(s) in writing by Certified Mail, return receipt requested, at the address of record from the Property Appraiser's office,, of the particular curative action required and the reasons therefor. The, then, 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 therefor.
  
4. **Covenant Running with the Land.** This Covenant on the part of the Owner shall constitute a covenant running with the land and shall be recorded, at Owner's expense, in

the public records of Miami-Dade County, Florida, together with a certified copy of the Board of County Commissioners' resolution accepting the covenant, and shall remain in full force and effect and be binding on undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. The Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Covenant does not in any way obligate or provide a limitation on the County. The Owner shall also send a copy of the recorded covenant and Board of County Commissioners' resolution accepting the covenant to the Miami-Dade County Property Appraiser.

5. **Term.** This Covenant is to run with the land and shall be binding on all parties and all persons claiming under it for a period of ten (10) years from the date this Covenant is recorded, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Covenant has first been modified or released by Miami-Dade County.
  
6. **Modification, Amendment, Release.** This Covenant may be modified, amended or released as to the land herein described, or any portion thereof, by written instrument executed by the, then, owner(s) of all of the Property, provided that the same is also approved by the Board of County Commissioners of Miami-Dade County, Florida. The release from this Covenant shall be made after public hearing and after a determination by the Board of County Commissioners of Miami-Dade County that such release would not adversely affect the interest of the public. Notice of said public hearing shall be published

once a week for at least two (2) weeks in a newspaper of general circulation in Miami-Dade County, prior to said hearing. Furthermore, release of this Covenant shall only be made to the Owner upon payment of the deferred tax liability pursuant to Section 25B-17(b) of the Code of Miami-Dade County.

7. **Enforcement.** The, then, owner or anyone with the owner's knowledge or consent shall not use the Property in any manner inconsistent with the terms of this Covenant without first obtaining a written instrument from the Board of County Commissioners of Miami-Dade County which releases the Owner from the terms of the covenant, and which instrument must be promptly recorded in the public records of Miami-Dade County, Florida. Any violation of this section shall constitute a breach of this Covenant, for which the Board of County Commissioners may revoke the covenant and require the Owner to pay the deferred tax liability as such term is defined in Section 25B-17(b) of the Code of Miami-Dade County. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.
  
8. **Renewal.** The current owner(s) of the property may apply to renew this covenant for successive ten (10) year periods following the termination of the term of this covenant. Applications for such renewals shall be submitted to the Miami-Dade County Department of Regulatory and Economic Resources, or successor department, and such applications for renewal may be approved administratively by the Director of the Miami-Dade County Department of Regulatory and Economic Resources, or successor department. After approval of a renewal, the Owner shall record, at Owner's expense, a renewed covenant in the public records of Miami-Dade County, Florida. Said renewed covenant shall be in a

form approved by the Director of the Miami-Dade County Department of Regulatory and Economic Resources, or successor department.

9. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such additional rights, remedies or privileges.
  
10. **Severability.** Invalidation of any one of these provisions, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.
  
11. **Recording.** This Covenant, along with a certified copy of the resolution from the Board of County Commissioners accepting the Covenant, shall be filed of record in the public records of Miami-Dade County, Florida at the costs of the Owners after the effective date of the Board of County Commissioners' resolution accepting the Covenant. This Covenant shall become effective immediately upon recordation.
  
12. **Acceptance of Covenant.** Acceptance of this Covenant does not obligate the County in any manner, nor does it entitle the Owner to approval of any application, and the Board of County Commissioners and the County retain full power and authority to deny each such application in whole or in part.
  
13. **Owner.** The term Owner shall include the Owner, and its heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this 22<sup>nd</sup> day of SEPTEMBER, 2015.

INDIVIDUAL

WITNESSES:

sign \_\_\_\_\_

print Yanivi Izquierdo

sign \_\_\_\_\_

print Stephanie Pan

sign \_\_\_\_\_

print \_\_\_\_\_

sign \_\_\_\_\_

print \_\_\_\_\_

OWNER(S):

sign \_\_\_\_\_

print Philippe E. MAZUZE

Address 2650 SW 17<sup>th</sup> Ave.

Homestead, FL 33031

sign \_\_\_\_\_

print \_\_\_\_\_

Address \_\_\_\_\_

sign \_\_\_\_\_

print \_\_\_\_\_

Address \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of SEPTEMBER 2015, by Philippe MAZUZE, who is personally known to me or who has produced Florida Driver License as identification and who did take an oath.

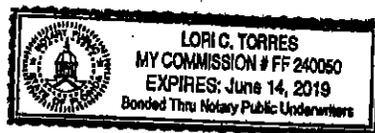
NOTARY PUBLIC:

Sign Lori C. Torres

Print Lori C. Torres

State of Florida at Large (Seal)

My Commission Expires:



**EXHIBIT A**

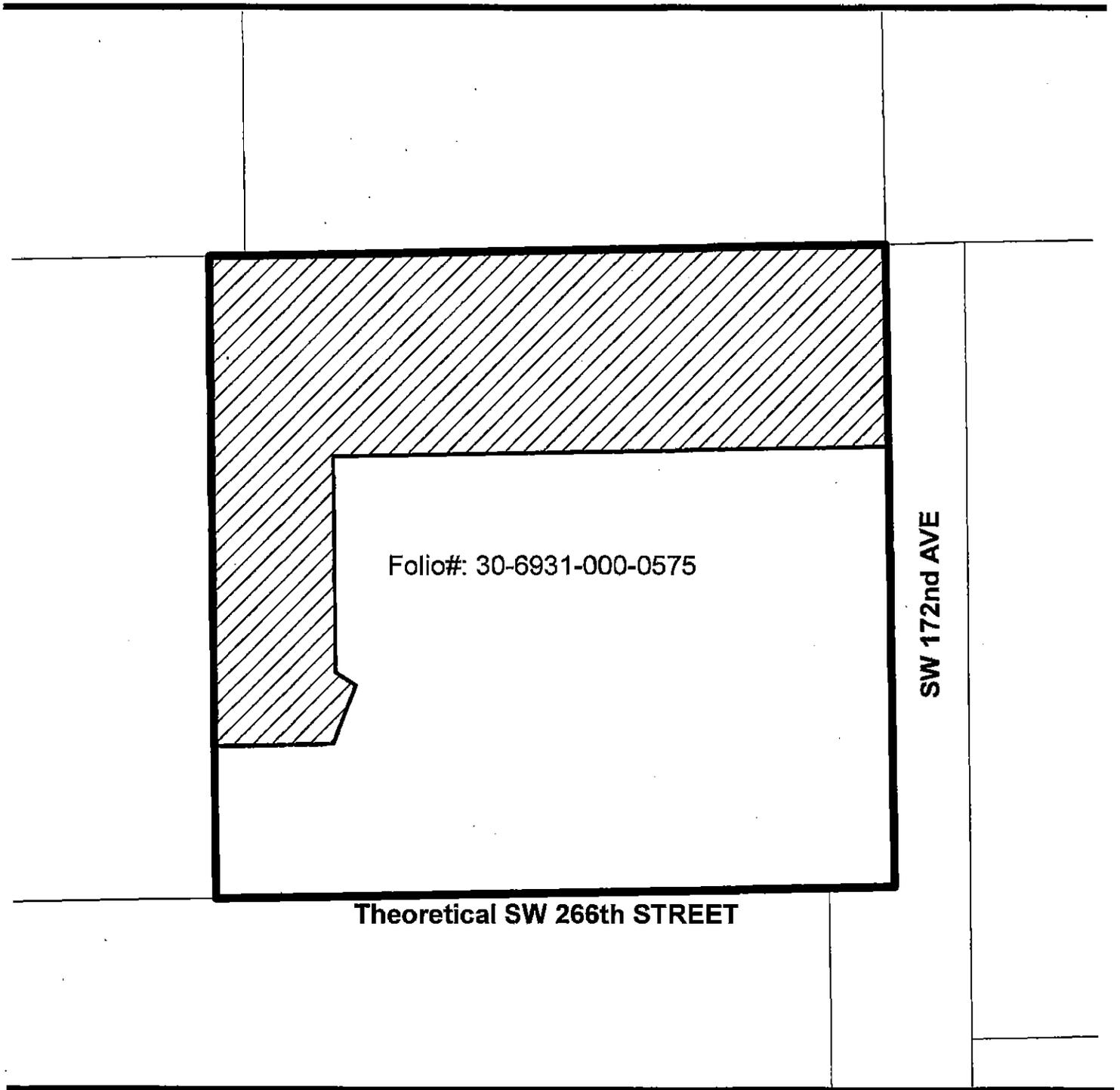
**LEGAL DESCRIPTION**

**Folio Number:** 30-6931-000-0575

**Property Address:** 26550 SW 172 AVE  
MIAMI-DADE COUNTY, FL 33031

**Legal description:** THE EAST 356.68 FEET OF THE SOUTH ½ OF THE NE ¼ OF THE NE ¼ OF THE NW ¼ OF SECTION 31, TOWNSHIP 56 SOUTH, RANGE 39 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA, LESS THE EAST 35 FEET THEREOF DEDICATED FOR PUBLIC USE.

**EXHIBIT B: EEL boundary of Philippe Mazure property**  
**Folio#: 30-6931-000-0575**



**Legend**

-  Mazure property boundaries
-  EEL Covenanted Area: 1.09 acres
-  Parcels

Map created by  
Luis Moreno  
on 7/02/2015

SCALE: 1 inch = 72 feet



140

**Exhibit C**  
**Rockland Hammock Management Plan**  
**for Mazure**

**Location:** 26550 SW 172 Ave, Miami-Dade County, Florida.

**Size:** 2.70 acres parcel  
1.09 acres qualify for an Environmentally Endangered Lands (EEL) covenant

**Folio #:** 30-6931-000-0575

**Forest Type:** Transitional pine rockland/ hardwood hammock

**Location**

The property is located at 26550 SW 172 Ave and lies in Section 31 of Township 56, Range 39.

Distance from nearest EEL/county-owned site: ~375 feet Camp Owaissa Bauer.

Distance from nearest EEL covenant site: ~0.00 (adjacent) to 17200 SW 264 Street.

Distance from nearest county-designated Natural Forest Community (NFC): ~40 feet from 17171 SW 266 Terrace.

**Property Information**

The property is located south of SW 264 St near the county owned NFC site named Camp Owaissa Bauer. The site is a developed 2.7 acres lot located outside the urban development boundary (UDB). The property contains a single family home and is surrounded on the north, east, south and west by estate zoned properties which also contain single family homes. The property owner has been a participant and active land steward in the EEL covenant program since 2005.

Pine rocklands were once South Florida's dominant plant community, occupying about 186,000 acres along 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 canopy is dominated almost exclusively by slash pines. Beneath this canopy lays a rich understory composed of grasses, sedges, palms, vines, shrubs and wildflowers of temperate and tropical origin, many of which are listed as endangered or threatened. 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 rare and unique plant species. Pine rocklands are South Florida's most floristically diverse plant community and contain several endemic species that are found nowhere else in the world. For this reason, the Florida Natural Areas Inventory (FNAI) classifies pine rocklands as globally imperiled. The implementation of this management plan helps reduce exotic plant infestations and also maintains and re-establishes federally and State listed plant species within Miami-Dade County, both of which are stated as objectives in CON-8 of the Miami-Dade County Comprehensive Development Master Plan (CDMP).

Rockland hammocks contain primarily broadleaf and mostly hardwood evergreen trees growing on outcrops of limestone. The closed canopy conditions typically found in rockland hammocks create a humid forest interior with low light levels. Under natural conditions this community is rarely subject to fire and forms dense forests in relatively small areas. Hammocks are floristically rich and harbor some of Florida's rarest plants and also serve as habitat for a wide array of animal species. Many of the rare plants harbored by this habitat are rare fern species found in geologically significant solution holes. In addition to the significant natural and geological resources found on the subject property, inclusion in the EEL program creates an opportunity to preserve habitat into which endangered plant populations can expand into.

#### **Present Condition**

The current biological condition of the site can be classified as good but impacted due to exotic plant cover and lack of management. The site has become dominated with hardwoods such as *Lysiloma latisiliquum* and is completing the transition to rockland hammock. The plant biodiversity can be characterized as diverse including some pine rockland plants stressed by the closed canopy and an increasing dominance of hammock understory. Plant biodiversity includes, but is not limited to, Mexican alvaradoa (*Alvaradoa amorphoides*), common snowberry (*Chiococca alba*), pullback vine (*Pisonia aculeata*), white indigoberry (*Randia aculeata*), Bahama senna (*Senna mexicana* var *chapmanii*), West Indian lilac (*Tetrazygia bicolor*) and coontie (*Zamia pumila*). Overall the site scored a high amount of plant diversity which included endemic and listed species. The property contains intact substrate throughout. The main threat to the quality of the site is the invasion of exotic plants (especially vines). Dominant exotic plant species include jasmine vine (*Jasminum dichotomum*) and Brazilian pepper (*Schinus terebinthifolius*).

#### **Conclusion**

The inclusion of this property into the EEL covenant program represents an opportunity to expand the habitat value of Camp Owaissa Bauer. The subject property offers a continuity of the rockland hammock portion of the Camp Owaissa Bauer property, and offers the native plant populations found within the greater forested area more resiliency by increasing the area and the numbers of individuals within the residing populations. Of special concern is the Blodgett's silverbush (*Argythamnia blodgettii*), a federally endangered candidate species, which was documented onsite.

The county will benefit from the active management of the site through the inherent values that natural areas provide and by gaining improved and increased wildlife habitat and biodiversity. It is important to note that the preservation of this site, as well as other natural areas in the EEL Covenant Program, provides other environmental benefits such as carbon sequestration, ground water recharging and storm water runoff reduction.

### **Ecological Goals**

1. Encourage and maintain a diverse understory and preserve rare hammock species.
2. Provide suitable habitat for native wildlife.
3. Eliminate invasive exotic species.

### **Management Goals**

1. Eliminate exotic plant species from EEL covenanted area to achieve 3% or less exotic plant species cover.
2. Control vines to encourage plant biodiversity.
3. Control reproduction of exotic seeds within the site.

DERM will periodically inspect property to ensure that management goals are achieved.

### **Management Techniques and Schedule for Rockland Hammock**

(No heavy machinery is allowed within the site. All work must be done by hand (i.e. chainsaw, hand tools))

- Year 1-2:** Eliminate exotic plant species and vines, to achieve 3% or less exotic cover. Prevent the closure, if feasible, of any open canopy areas that contain pine rockland plant species.
- Year 3-5:** Continued management of exotic plant species and vine management, taking care to not impact sensitive native vegetation, maintaining the property at 3% or less exotic cover. Maintain open canopy areas that contain pine rockland plant species. Consider native plantings to bring in more plant biodiversity in the rockland hammock portion of the property.
- Year 6-10:** Continue to eradicate exotic and invasive plants and maintain diverse understory, rare species and 3% or less exotic cover. Maintain open canopy areas that contain pine rockland plant species. Monitor native plant recruitment and wildlife. Plant additional appropriate pine rockland plants if needed.

PLANT SPECIES LIST\*

Plant taxa are listed by habit and origin. Key to Origin/Status codes:

N	native to South Florida
R	ruderal
FL endangered	listed as an endangered species in the state of Florida
FL threatened	listed as an endangered species in the state of Florida
E	exotic to South Florida
EPPC I	category I as per Florida Exotic Pest Plant Council (most invasive)
EPPC II	category II as per Florida Exotic Pest Plant Council (invasive)

<u>Scientific Name</u>	<u>Common Name</u>	<u>Origin/Status</u>
<i>Abrus precatorius</i>	rosary pea	E / EPPC (I)
<i>Alvaradoa amorphoides</i>	Mexican alvaradoa	N / FL endangered
<i>Anemia adiantifolia</i>	maidenhair pineland fern	N
<i>Ardisia escallonioides</i>	marlberry	N
<i>Ardisia elliptica</i>	shoebuttan ardisia	E / EPPC (I)
<i>Argythamnia blodgettii</i>	Blodgett's wild mercury	N / FL endangered
<i>Bidens alba</i>	Spanish needles	N
<i>Bursera simaruba</i>	gumbo limbo	N
<i>Callicarpa Americana</i>	beauty berry	N
<i>Chamaecrista deeringiana</i>	Deering partridge pea	N
<i>Chiococca alba</i>	snowberry	N
<i>Chiococca parvifolia</i>	pineland snowberry	N
<i>Chrysophyllum oliviforme</i>	satinleaf	N / FL endangered
<i>Coccoloba diversifolia</i>	pigeon plum	N
<i>Coccothrinax argentata</i>	silver palm	N / FL threatened
<i>Crossopetalum ilicifolium</i>	quailberry	N / FL threatened
<i>Crotalaria pumila</i>	low rattlebox	N
<i>Dichantherium commutatum</i>	variable panic grass	E
<i>Dyschoriste angusta</i>	rockland twinflower	N
<i>Eragrostis elliotii</i>	Elliott's lovegrass	N
<i>Ficus aurea</i>	strangler fig	N
<i>Ficus citrifolia</i>	short leaf fig	N
<i>Forestiera segregata</i>	pineland privet	N
<i>Galium hispidulum</i>	coastal bedstraw	N
<i>Ilex krugiana</i>	Krug's holly	N / FL threatened
<i>Jasminum dichotomum</i>	Gold Coast jasmine	N
<i>Krugiodendron ferreum</i>	black ironwood	N
<i>Lantana depressa</i>	pineland lantana	N / FL endangered
<i>Lantana involucrata</i>	wild sage	N
<i>Lysiloma latisiliquum</i>	wild tamarind	N
<i>Merremia tuberosa</i>	woodrose	E / EPPC (II)
<i>Metopium toxiferum</i>	poisonwood	N
<i>Morinda royoc</i>	cheese shrub	N
<i>Mucuna pruriens</i>	cow-itch	E / EPPC (I)
<i>Myrcianthes fragrans</i>	Simpson stopper	N

<i>Myrica cerifera</i>	wax myrtle	N
<i>Myrsine floridana</i>	myrsine	N
<i>Neyraudia reynaudiana</i>	Burma reed	E / EPPC (I)
<i>Ocotea coriacea</i>	lancewood	N
<i>Parthenocissus quinquefolia</i>	Virginia creeper	N
<i>Pinus elliottii</i> var. <i>densa</i>	South Florida slash pine	N / Endemic
<i>Pisonia aculeata</i>	pullback	N
<i>Pittosporum pentandrum</i>	Taiwanese cheese tree	N
<i>Psychotria nervosa</i>	wild coffee	N
<i>Pteridium aquilinum</i> var. <i>caudatum</i>	lacy bracken	N
<i>Quercus virginiana</i>	live oak	N
<i>Quercus pumila</i>	running oak	N
<i>Randia aculeata</i>	white indigoberry	N
<i>Rhus copallinum</i>	winged sumac	N
<i>Ruellia succulenta</i>	thickleaf wild petunia	N
<i>Rhynchospora floridensis</i>	white top sedge	N
<i>Sabal palmetto</i>	cabbage palm	N
<i>Schinus terebinthifolius</i>	Brazilian pepper	E/ EPPC (I)
<i>Schizachyrium gracile</i>	wire bluestem	N
<i>Senna mexicana</i> var. <i>chapmanii</i>	Bahama senna	N / FL threatened
<i>Serenoa repens</i>	saw palmetto	N
<i>Sideroxylon foetidissimum</i>	wild mastic	N
<i>Sideroxylon salicifolium</i>	willow bastic	N
<i>Smilax auriculata</i>	earleaf greenbrier	N
<i>Stenotaphrum secundatum</i>	St. Augustine's grass	E
<i>Symphotrichum adnatum</i>	scale leaf aster	N
<i>Tetrazygia bicolor</i>	West Indian lilac	N / FL threatened
<i>Toxicodendron radicans</i> ssp. <i>radicans</i>	poison ivy	N
<i>Trema micrantha</i>	Florida trema	N
<i>Tripsacum floridanum</i>	Florida gamma grass	N/ FL threatened
<i>Vitis rotundifolia</i>	Muscadine grape	N
<i>Zamia integrifolia</i>	coontie	N

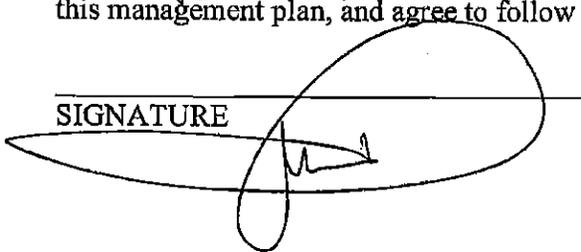
**\*Please note that this is not a complete plant species list. The list includes the plants that account for the highest percentage of overall biomass within the property.**

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**MANAGEMENT PLAN AGREEMENT (must be signed by all owners)**

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

SIGNATURE



DATE

09-21-2015

## ATTACHMENT K

THIS INSTRUMENT PREPARED BY:

Tan Wee Kiat

Mailing address:

26615 SW 157 Ave

Miami-Dade County, FL 33032

COVENANT RUNNING WITH THE  
LAND IN FAVOR OF MIAMI-DADE  
COUNTY, FLORIDA, CONCERNING  
ENVIRONMENTALLY ENDANGERED  
LAND LOCATED AT 26615 SW 157  
AVE, MIAMI-DADE COUNTY,  
FLORIDA, CURRENTLY FOLIO # 30-  
6933-000-0304

WHEREAS, the undersigned Owner, Tan Wee Kiat, holds the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A," attached hereto, and hereinafter called the "Property," and

IN ORDER TO ASSURE the County that the representations made by the Owner in the application, pursuant to Chapter 25B of the Code of Miami-Dade County and Section 193.501 of the Florida Statutes, will be abided by the Owner freely, voluntarily, and without duress, the Owner makes the following Covenant covering and running with the property:

1. The EEL Preservation Area on the Property, as shown on the map attached hereto as Exhibit B and incorporated herein by reference, shall be maintained in its present natural state.
2. The EEL Preservation Area on the Property shall be and the same is hereby subject to the conservation restrictions set forth in Exhibit C, which is attached hereto and incorporated herein by reference, including, but not limited to, the requirement that the Owner, shall

maintain the EEL Preservation Area free of vegetation which is not native to Miami-Dade County, pursuant to Section 24-5 of the Code of Miami-Dade County and as determined by the Director of the Department of Regulatory and Economic Resources, or successor department, in his or her sole discretion. No native vegetation may be removed, trimmed, or destroyed in the EEL Preservation Area without prior written consent from the Director or Director's designee of the Department of Regulatory and Economic Resources, or successor department.

3. **County Inspection and Requests for Curative Action.** As further part of this Covenant, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, shall have the right, upon written notification to the, then, owner(s) of the Property, as reflected in the Property Appraiser's records, to inspect the Property at reasonable times to determine whether the Property is being maintained in the manner required by 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 then, owner(s) in writing by Certified Mail, return receipt requested, at the address of record from the Property Appraiser's office,, of the particular curative action required and the reasons therefor. The, then, 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 therefor.
  
4. **Covenant Running with the Land.** This Covenant on the part of the Owner shall constitute a covenant running with the land and shall be recorded, at Owner's expense, in

the public records of Miami-Dade County, Florida, together with a certified copy of the Board of County Commissioners' resolution accepting the covenant, and shall remain in full force and effect and be binding on undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. The Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Covenant does not in any way obligate or provide a limitation on the County. The Owner shall also send a copy of the recorded covenant and Board of County Commissioners' resolution accepting the covenant to the Miami-Dade County Property Appraiser.

5. **Term.** This Covenant is to run with the land and shall be binding on all parties and all persons claiming under it for a period of ten (10) years from the date this Covenant is recorded, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Covenant has first been modified or released by Miami-Dade County.
  
6. **Modification, Amendment, Release.** This Covenant may be modified, amended or released as to the land herein described, or any portion thereof, by written instrument executed by the, then, owner(s) of all of the Property, provided that the same is also approved by the Board of County Commissioners of Miami-Dade County, Florida. The release from this Covenant shall be made after public hearing and after a determination by the Board of County Commissioners of Miami-Dade County that such release would not adversely affect the interest of the public. Notice of said public hearing shall be published

once a week for at least two (2) weeks in a newspaper of general circulation in Miami-Dade County, prior to said hearing. Furthermore, release of this Covenant shall only be made to the Owner upon payment of the deferred tax liability pursuant to Section 25B-17(b) of the Code of Miami-Dade County.

- 7 **Enforcement.** The, then, owner or anyone with the owner's knowledge or consent shall not use the Property in any manner inconsistent with the terms of this Covenant without first obtaining a written instrument from the Board of County Commissioners of Miami-Dade County which releases the Owner from the terms of the covenant, and which instrument must be promptly recorded in the public records of Miami-Dade County, Florida. Any violation of this section shall constitute a breach of this Covenant, for which the Board of County Commissioners may revoke the covenant and require the Owner to pay the deferred tax liability as such term is defined in Section 25B-17(b) of the Code of Miami-Dade County. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.
  
8. **Renewal.** The current owner(s) of the property may apply to renew this covenant for successive ten (10) year periods following the termination of the term of this covenant. Applications for such renewals shall be submitted to the Miami-Dade County Department of Regulatory and Economic Resources, or successor department, and such applications for renewal may be approved administratively by the Director of the Miami-Dade County Department of Regulatory and Economic Resources, or successor department. After approval of a renewal, the Owner shall record, at Owner's expense, a renewed covenant in the public records of Miami-Dade County, Florida. Said renewed covenant shall be in a

form approved by the Director of the Miami-Dade County Department of Regulatory and Economic Resources, or successor department.

9. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such additional rights, remedies or privileges.
10. **Severability.** Invalidation of any one of these provisions, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.
11. **Recording.** This Covenant, along with a certified copy of the resolution from the Board of County Commissioners accepting the Covenant, shall be filed of record in the public records of Miami-Dade County, Florida at the costs of the Owners after the effective date of the Board of County Commissioners' resolution accepting the Covenant. This Covenant shall become effective immediately upon recordation.
12. **Acceptance of Covenant.** Acceptance of this Covenant does not obligate the County in any manner, nor does it entitle the Owner to approval of any application, and the Board of County Commissioners and the County retain full power and authority to deny each such application in whole or in part.
13. **Owner.** The term Owner shall include the Owner, and its heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

INDIVIDUAL

WITNESSES:

sign [Signature]  
print ONG ENG KIAT

sign [Signature]  
print LIM SOO KIAN

sign \_\_\_\_\_  
print \_\_\_\_\_  
sign \_\_\_\_\_  
print \_\_\_\_\_

OWNER(S):

sign [Signature]  
print Tan Wee Kiat

Address 26615, SW 157 Ave, Miami - Dade County, FL 33032

sign \_\_\_\_\_  
print \_\_\_\_\_  
Address \_\_\_\_\_  
sign \_\_\_\_\_  
print \_\_\_\_\_  
Address \_\_\_\_\_

~~STATE OF FLORIDA~~  
~~COUNTY OF MIAMI-DADE~~ }  
REPUBLIC OF SINGAPORE }  
CITY OF SINGAPORE }  
EMBASSY OF THE UNITED STATES OF AMERICA } SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of 7<sup>th</sup> SEP 2015, 2015, by WEE KIAT TAN, who is personally known to me or who has produced his Singapore identity card as identification and who did take an oath.

NOTARY PUBLIC:

Sign [Signature]  
Print \_\_\_\_\_  
Andrew J. Aylward  
Vice Consul  
United States of America  
~~State of Florida at Large (Seal)~~  
My Commission Expires: Indefinite

**EXHIBIT A**

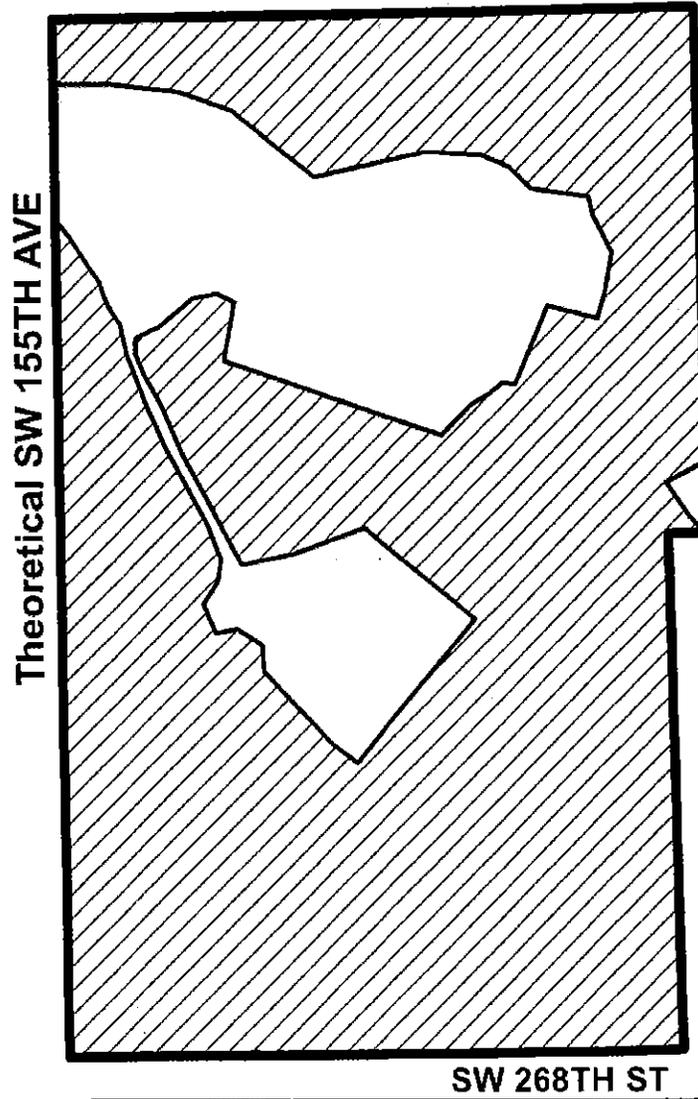
**LEGAL DESCRIPTION**

**Folio Number:** 30-6933-000-0304

**Property Address:** 26615 SW 157 AVE  
MIAMI-DADE COUNTY, FL 33032

**Legal description:** THE NORTH ½, LESS THE EAST 279.63 FEET AND THE SOUTH ½, LESS THE EAST 303.63 FEET OF THE SE ¼ OF THE NW ¼ OF THE NW ¼ OF SECTION 33, TOWNSHIP 56 SOUTH, RANGE 39 EAST, LYING AND SITUATE IN MIAMI-DADE COUNTY, FLORIDA AND THE NORTH 25 FEET OF THE SW ¼ OF THE NW ¼ OF THE NW ¼ OF SECTION 33, TOWNSHIP 56 SOUTH, RANGE 39 EAST, LYING AND SITUATE IN MIAMI-DADE COUNTY, FLORIDA ALSO DESCRIBED AS THE SE ¼ OF THE NW ¼ OF THE NW ¼ IN SECTION 33, TOWNSHIP 56 SOUTH, RANGE 39 EAST, LESS THE EAST 279.63 FEET OF THE NORTH ½ OF THE SE ¼ OF THE NW ¼ OF THE NW ¼ AND LESS THE EAST 303.63 FEET OF THE SOUTH ½ OF THE SE ¼ OF THE NW ¼ OF THE NW ¼ AND LESS THE SOUTH 25.00 FEET FOR THE RIGHT-OF-WAY, TOGETHER WITH THE NORTH 25.00 FEET OF THE SW ¼ OF THE NW ¼ OF THE NW ¼, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

**EXHIBIT B: EEL boundary of Tan Wee Kiat property**  
**Folio#: 30-6933-000-0304**



**Legend**

-  EEL Covenanted Area: 4.09 acres
-  Tan Wee Kiat property boundaries
-  All Streets

Map created  
on 9/10/2015



SCALE: 1 inch = 104 feet

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**Exhibit C**  
**Tropical Hardwood Hammock Management Plan**  
**for Tan Wee Kiat**

**Location:** 26615 SW 157<sup>th</sup> Avenue, Miami-Dade County.

**Size:** 6.04 acres  
**4.09 acres** qualify for an Environmentally Endangered Lands (EEL) covenant.

**Folio #s:** 30-6933-000-0304

**Forest Type:** Tropical Hardwood Hammock

**Location**

The property is located on the west-central Miami Rock Ridge, in Section 33 of Township 56 South, Range 39 East. The property is inside the urban development boundary (UDB), south of SW 264<sup>th</sup> Street and accessible via a dirt road extending approximately 675 feet from an entrance/exit gate on the northbound (eastern) side of SW 157<sup>th</sup> Avenue. The property limits to the south with the interception of SW 268 Street and SW 155<sup>th</sup> Avenue, but there is no access from these roads.

- Distance from nearest EEL/county-owned site: Abuts the eastern side of parcel No. 30-6933-000-0300, a part of Hattie Bauer Hammock;
- Distance from nearest EEL covenant site: ~280 feet west from parcel No. 30-6933-000-0254;
- Distance from nearest county-designated Natural Forest Community (NFC) site: Abuts the eastern side of parcel No. 30-6933-000-0300.

**Property Information**

The property (site) is rectangular in shape and borders agricultural land at its eastern and northwestern boundaries, residential properties to the south and the C-103N canal at its northeastern boundary. The site is contiguous with the eastern side of county owned NFC/EEL managed site Hattie Bauer Hammock. The property contains a single family residence toward the center and several sheds, open spaces, a grove and a greenhouse toward the north-center area.

The remaining of the site contains approximately 4.09 acres of tropical hardwood hammock (aka rockland hammock) and winding trails. The property was designated as NFC by the Miami-Dade County Board of County Commissioners in 1984 via Resolution No. R-1764-84 and may be found on Miami-Dade County Natural Forest Community Map 34, T56 R39 S33, parcel A. NFCs are protected and regulated via Section 24-49 of the Code of Miami-Dade County.

Tropical hardwood hammocks contain primarily broadleaf and mostly hardwood evergreen trees growing on outcrops of limestone. The closed canopy conditions typically found in hammocks creates a humid forest interior with low light levels. Under natural conditions this community is rarely subject to fire and forms dense forests in relatively small areas. Hammocks are floristically rich and harbor some of Florida's rarest plants and also serve as habitat for a wide array of animal species. Many of the rare plants typically harbored by this habitat are fern species found in geologically significant solution holes. The proximity of the site with the NFC area and the quality of the hammock are essential features to qualify for an EEL covenant.

### Present Condition

The covenanted (preservation) area supports a native plant community typical of a rockland hammock, with remnants of pine rockland understory toward its eastern portion. The canopy is dominated by gumbo limbo (*Bursera simaruba*), live oak (*Quercus virginiana*), wild tamarind (*Lysiloma latisiliquum*), and strangler fig (*Ficus aurea*), with a dense sub-canopy of lancewood (*Nectandra coriacea*), Paradise Tree (*Simarouba glauca*), Inkwood (*Exothea paniculata*), pigeon plum (*Coccoloba diversifolia*), willow bustic (*Sideroxylon salicifolium*) and gumbo limbo. The understory layer includes State listed and rare species such as West Indian cherry (*Prunus myrtifolia*), spicewood (*Calypttranthes pallens*), Krug's holly (*Ilex krugiana*), white stopper (*Eugenia axillaris*), satin leaf (*Chrysophyllum oliviforme*), Mexican alvaradoa (*Alvaradoa amorphoides*), Simpson's stopper (*Myrcianthes fragrans*), marlberry (*Ardisia escallonioides*), wild coffee (*Psychotria nervosa*), and common snowberry (*Chiococca alba*).

The preservation area retains relatively intact pinnacle rock with pockets of geological formations such as outcroppings and solution holes. The groundcover is scarce but increases near the edges of the hammock, including several species typical of pine rockland plant communities found toward the eastern portion. These plant species include Locustberry (*Byrsonima lucida*), West Indian lilac (*Tetrazygia bicolor*), saw palmetto (*Serenoa repens*), cabbage palm (*Sabal palmetto*), rough velvet seed (*Guettarda scabra*), and coontie (*Zamia integrifolia*). The main threat to the quality of the site is the invasion of invasive exotic plants from present and nearby seed sources.

Some invasive exotic plant species have spread on the site, predominantly around the edges of the preservation area. Common invasive exotics found are the vines Gold Coast jasmine (*Jasminum fluminense*), Brazilian jasmine (*Jasminum dichotomum*) and arrowhead (*Syngonium podophyllum*). Invasive exotic hardwood species are present in the interior of the hammock such as Queensland umbrella tree (*Schefflera actinophylla*), Devil's tree (*Alstonia macrophylla*), and Brazilian pepper (*Schinus terebinthifolius*), with herbaceous perennial Burma reed (*Neyraudia reynaudiana*) recruiting along the eastern boundary. The site has undergone active management that includes clearing of invasive exotics and removal of miscellaneous debris. A comprehensive plant list is provided below.

## **Conclusion**

Overall, the preservation area is in good environmental condition and its hammock quality should improve with continuous management under the EEL covenant. Future management shall focus on controlling invasive exotic plant species along the edges and eliminating them from the interior, which supports great numbers of listed and rare native species.

The County will benefit from the active management of the site through the inherit values that natural areas provide and by gaining improved and increased wildlife habitat and biodiversity. The preservation of this habitat could facilitate the introduction of listed and rare populations of ferns. It is important to note that the preservation of this site, as well as other natural areas in the EEL Covenant Program, provides other environmental benefits such as carbon sequestration, ground water recharging and storm water runoff reduction.

## **Ecological Goals**

1. Maintain the present extent of the rockland hammock.
2. Encourage and maintain a diverse hammock understory and preserve rare hammock species.
3. Promote regeneration and growth of native hardwoods and rare plants (ferns).
4. Provide suitable habitat for native wildlife.
5. Eliminate invasive exotic species.
6. Maintain solution holes.

## **Management Goals**

1. Eradicate invasive exotic plant species from the interior of the hammock to achieve less than 3% exotic cover.
2. Control the recruitment of vines on the northern and western perimeter of the site to prevent further encroachment on the interior of the hammock.
3. Maintain biodiversity of native hammock plant species.
4. Promote natural recruitment of appropriate native plants.
5. Prevent reproduction of invasive exotic plants and dispersal of their seeds within the site.

Miami-Dade County Division of Environmental Resources Management (DERM) will periodically inspect the property to ensure that management goals are achieved.

## **Management Techniques and Schedule**

No heavy machinery is allowed within the site. All work must be done by hand (i.e. chainsaw, hand tools). Mowing within the preservation (covenanted) area is prohibited.

- Year 1-2:** Eradicate invasive exotic plants to achieve less than 3% exotic plant cover. Efforts should be concentrated in removing vine cover that recruits along the perimeter of the preservation area, particularly along the northern and eastern boundaries. Monitor native plant recruitment and wildlife.
- Year 3-5:** Continue to eradicate invasive exotic plants and maintain the site at less than 3% exotic plant cover. Remove vines and monitor native plant recruitment and wildlife.
- Year 6-10:** Continue to eradicate invasive exotic plants and maintain the site at less than 3% exotic plant cover. Remove vines and monitor native plant recruitment and wildlife.

### PLANT SPECIES LIST\*

Plant taxa are listed by habit and origin. Key to Origin/Status codes:

N	native to South Florida
R	ruderal
FL endangered	listed as an endangered species in the state of Florida
FL threatened	listed as a threatened species in the state of Florida
E	exotic to South Florida
EPPC I	category I as per Florida Exotic Pest Plant Council (most invasive)
EPPC II	category II as per Florida Exotic Pest Plant Council (invasive)

<u>Scientific Name</u>	<u>Common Name</u>	<u>Origin/Status</u>
<i>Adiantum tenerum</i>	Brittle maidenhair	N / FL endangered
<i>Albizia lebbek</i>	woman's tongue	E / EPPC (I)
<i>Alstonia macrophylla</i>	Deviltree	E/ EPPC (II)
<i>Alvaradoa amorphoides</i>	Mexican alvaradoa	N / FL endangered
<i>Anemia adiantifolia</i>	Maidenhair pineland fern	N
<i>Ardisia escallonioides</i>	Marlberry	N
<i>Ayenia euphrasifolia</i>	Eyebright	N
<i>Bidens alba</i>	Spanish needles	N
<i>Bursera simaruba</i>	gumbo limbo	N
<i>Byrsonima lucida</i>	Locustberry	N / FL threatened
<i>Callicarpa americana</i>	beauty berry	N
<i>Calypttranthes pallens</i>	Spicewood	N / FL threatened
<i>Capparis cynophallophora</i>	Jamaican caper-tree	N
<i>Chamaecrista deeringiana</i>	Deering partridge pea	N
<i>Chiococca alba</i>	snowberry	N
<i>Chrysophyllum oliviforme</i>	Satinleaf	N / FL endangered
<i>Clusia rosea</i>	Pitch-apple	N
<i>Coccoloba diversifolia</i>	pigeon plum	N
<i>Crotalaria pumila</i>	low rattlebox	N
<i>Eriobotrya japonica</i>	Loquat	E
<i>Erythrina herbacea</i>	Coral bean	N

<i>Eugenia axillaris</i>	White stopper	N
<i>Eugenia foetida</i>	Spanish stopper	N
<i>Eugenia uniflora</i>	Surinam-cherry	E/ EPPC (I)
<i>Exothea paniculata</i>	Inkwood	N
<i>Ficus aurea</i>	strangler fig	N
<i>Ficus benjamina</i>	Weeping tree	E
<i>Ficus citrifolia</i>	Short-leaf fig	N
<i>Forestiera segregata</i>	pineland privet	N
<i>Galium hispidulum</i>	coastal bedstraw	N
<i>Guaiacum sanctum</i>	Lignumvitae	N / FL endangered
<i>Guettarda scabra</i>	Rough velvetseed	N
<i>Hamelia patens</i>	Firebush	N
<i>Ilex krugiana</i>	Krug's holly	N / FL threatened
<i>Jasminum dichotomum</i>	Gold Coast jasmine	N
<i>Lantana camara</i>	Shrub-verbena	E/ EPPC (I)
<i>Leucaena leucocephala</i>	Lead tree	E/ EPPC (II)
<i>Lysiloma latisiliquum</i>	wild tamarind	N
<i>Metopium toxiferum**</i>	Poisonwood	N
<i>Myrcianthes fragrans</i>	Simpson's stopper	N / FL threatened
<i>Morinda royoc</i>	cheese shrub	N
<i>Myrica cerifera</i>	Wax myrtle	N
<i>Myrsine cubana</i>	myrsine	N
<i>Nectandra coriacea</i>	lancewood	N
<i>Nephrolepis biserrata</i>	Giant sword fern	N
<i>Nephrolepis exaltata</i>	Wild Boston fern	N
<i>Neyraudia reynaudiana</i>	Burma reed	E/ EPPC (I)
<i>Oplismenus hirtellus</i>	Basketgrass	N
<i>Phlebodium aureum</i>	Golden polypody	N
<i>Pisonia aculeata</i>	pullback	N
<i>Pleopeltis polypodioides</i> var. <i>michauxiana</i>	Resurrection fern	N
<i>Prunus myrtifolia</i>	West Indian cherry	N / FL threatened
<i>Psilotum nudum</i>	Whisk-fern	N
<i>Psychotria nervosa</i>	wild coffee	N
<i>Pteridium aquilinum</i> var. <i>caudatum</i>	lacy bracken	N
<i>Quercus virginiana</i>	live oak	N
<i>Randia aculeata</i>	white indigoberry	N
<i>Rhus copallinum</i>	winged sumac	N
<i>Rhynchospora floridensis</i>	Florida whitetop	N
<i>Roystonea regia</i>	Florida royal palm	N / FL endangered
<i>Sabal palmetto</i>	cabbage palm	N
<i>Salvia coccinea</i>	Tropical sage	N
<i>Schefflera actinophylla</i>	Queensland umbrella tree	E/ EPPC (I)
<i>Schinus terebinthifolius</i>	Brazilian pepper	E/ EPPC (I)
<i>Schoepfia chrysophylloides</i>	Gulf graytwig	N
<i>Senna ligustrina</i>	Privet senna	N
<i>Serenoa repens</i>	saw palmetto	N
<i>Sideroxylon salicifolium</i>	willow bustic	N

<i>Sideroxylon foetidissimum</i>	False mastic	N
<i>Simarouba glauca</i>	paradise tree	N
<i>Smilax auriculata</i>	earleaf greenbrier	N
<i>Smilax havanensis</i>	Havana greenbrier	N / FL threatened
<i>Stachytarpheta jamaicensis</i>	porterweed	N
<i>Swietenia mahagoni</i>	West Indian mahogany	N / FL threatened
<i>Syngonium podophyllum</i>	Arrowhead vine	E/ EPPC (I)
<i>Tetrazygia bicolor</i>	West Indian lilac	N / FL threatened
<i>Toxicodendron radicans</i> ssp <i>radicans</i>	poison ivy	N
<i>Trema micrantha</i>	Florida trema	N
<i>Vitis rotundifolia</i>	Muscadine grape	N
<i>Zamia integrifolia</i>	coontie	N

\*Please note that this is not a complete plant species list. The list includes the plants that were observed by staff on the date of the inspection.

\*\*Allowed to be removed provided a NFC Exotic Tree Removal Permit has been obtained in accordance with Section 24-49(f) of the Code of Miami-Dade County.

**MANAGEMENT PLAN AGREEMENT (must be signed by all owners)**

I, Tan Wee Kiat hereby certify that I have read and understood this management plan, and agree to follow its management recommendations.

K. Jarw. Tan  
SIGNATURE

28 September 2015  
DATE

~~I, \_\_\_\_\_ hereby certify that I have read and understood this management plan, and agree to follow its management recommendations.~~

~~\_\_\_\_\_  
SIGNATURE~~

~~\_\_\_\_\_  
DATE~~

## ATTACHMENT L

THIS INSTRUMENT PREPARED BY:

Keith L. and Kathryn Morrison

Mailing address:

19921 SW 304 St

Miami-Dade County, FL 33030

COVENANT RUNNING WITH THE  
LAND IN FAVOR OF MIAMI-DADE  
COUNTY, FLORIDA, CONCERNING  
ENVIRONMENTALLY ENDANGERED  
LAND LOCATED AT 19921 SW 304 ST,  
MIAMI-DADE COUNTY, FLORIDA,  
CURRENTLY FOLIO # 30-7810-000-0080

WHEREAS, the undersigned Owner, Keith L. and Kathryn Morrison, holds the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A," attached hereto, and hereinafter called the "Property," and

IN ORDER TO ASSURE the County that the representations made by the Owner in the application, pursuant to Chapter 25B of the Code of Miami-Dade County and Section 193.501 of the Florida Statutes, will be abided by the Owner freely, voluntarily, and without duress, the Owner makes the following Covenant covering and running with the property:

1. The EEL Preservation Area on the Property, as shown on the map attached hereto as Exhibit B and incorporated herein by reference, shall be maintained in its present natural state.
2. The EEL Preservation Area on the Property shall be and the same is hereby subject to the conservation restrictions set forth in Exhibit C, which is attached hereto and incorporated herein by reference, including, but not limited to, the requirement that the Owner, shall maintain the EEL Preservation Area free of vegetation which is not native to Miami-Dade

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County, pursuant to Section 24-5 of the Code of Miami-Dade County and as determined by the Director of the Department of Regulatory and Economic Resources, or successor department, in his or her sole discretion. No native vegetation may be removed, trimmed, or destroyed in the EEL Preservation Area without prior written consent from the Director or Director's designee of the Department of Regulatory and Economic Resources, or successor department.

3. **County Inspection and Requests for Curative Action.** As further part of this Covenant, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, shall have the right, upon written notification to the, then, owner(s) of the Property, as reflected in the Property Appraiser's records, to inspect the Property at reasonable times to determine whether the Property is being maintained in the manner required by 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 then, owner(s) in writing by Certified Mail, return receipt requested, at the address of record from the Property Appraiser's office,, of the particular curative action required and the reasons therefor. The, then, 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 therefor.
  
4. **Covenant Running with the Land.** This Covenant on the part of the Owner shall constitute a covenant running with the land and shall be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida, together with a certified copy of the

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Board of County Commissioners' resolution accepting the covenant, and shall remain in full force and effect and be binding on undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. The Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Covenant does not in any way obligate or provide a limitation on the County. The Owner shall also send a copy of the recorded covenant and Board of County Commissioners' resolution accepting the covenant to the Miami-Dade County Property Appraiser.

5. **Term.** This Covenant is to run with the land and shall be binding on all parties and all persons claiming under it for a period of ten (10) years from the date this Covenant is recorded, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Covenant has first been modified or released by Miami-Dade County.
  
6. **Modification, Amendment, Release.** This Covenant may be modified, amended or released as to the land herein described, or any portion thereof, by written instrument executed by the, then, owner(s) of all of the Property, provided that the same is also approved by the Board of County Commissioners of Miami-Dade County, Florida. The release from this Covenant shall be made after public hearing and after a determination by the Board of County Commissioners of Miami-Dade County that such release would not adversely affect the interest of the public. Notice of said public hearing shall be published once a week for at least two (2) weeks in a newspaper of general circulation in Miami-Dade

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County, prior to said hearing. Furthermore, release of this Covenant shall only be made to the Owner upon payment of the deferred tax liability pursuant to Section 25B-17(b) of the Code of Miami-Dade County.

7. **Enforcement.** The, then, owner or anyone with the owner's knowledge or consent shall not use the Property in any manner inconsistent with the terms of this Covenant without first obtaining a written instrument from the Board of County Commissioners of Miami-Dade County which releases the Owner from the terms of the covenant, and which instrument must be promptly recorded in the public records of Miami-Dade County, Florida. Any violation of this section shall constitute a breach of this Covenant, for which the Board of County Commissioners may revoke the covenant and require the Owner to pay the deferred tax liability as such term is defined in Section 25B-17(b) of the Code of Miami-Dade County. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.
  
8. **Renewal.** The current owner(s) of the property may apply to renew this covenant for successive ten (10) year periods following the termination of the term of this covenant. Applications for such renewals shall be submitted to the Miami-Dade County Department of Regulatory and Economic Resources, or successor department, and such applications for renewal may be approved administratively by the Director of the Miami-Dade County Department of Regulatory and Economic Resources, or successor department. After approval of a renewal, the Owner shall record, at Owner's expense, a renewed covenant in the public records of Miami-Dade County, Florida. Said renewed covenant shall be in a

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form approved by the Director of the Miami-Dade County Department of Regulatory and Economic Resources, or successor department.

9. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such additional rights, remedies or privileges.
10. **Severability.** Invalidation of any one of these provisions, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.
11. **Recording.** This Covenant, along with a certified copy of the resolution from the Board of County Commissioners accepting the Covenant, shall be filed of record in the public records of Miami-Dade County, Florida at the costs of the Owners after the effective date of the Board of County Commissioners' resolution accepting the Covenant. This Covenant shall become effective immediately upon recordation.
12. **Acceptance of Covenant.** Acceptance of this Covenant does not obligate the County in any manner, nor does it entitle the Owner to approval of any application, and the Board of County Commissioners and the County retain full power and authority to deny each such application in whole or in part.
13. **Owner.** The term Owner shall include the Owner, and its heirs, successors and assigns.

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IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this 23 day of Sep, 2015.

INDIVIDUAL

WITNESSES:

sign Dorothy M. Miller  
print DOROTHY M. MILLER  
sign Lloyd E Miller  
print Lloyd E Miller  
sign Dorothy M. Miller  
print DOROTHY M. MILLER  
sign Lloyd E Miller  
print Lloyd E Miller

OWNER(S):

sign Keith Morrison  
print KEITH MORRISON  
Address 19921 SW 304 ST  
sign [Signature]  
print Kathryn J Morrison  
Address 19921 SW 304 St  
sign \_\_\_\_\_  
print \_\_\_\_\_  
Address \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

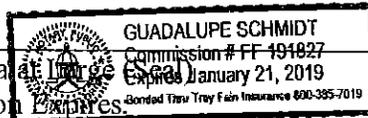
The foregoing instrument was acknowledged before me this 23 day of Sep, 2015, by Keith Morrison and Kathryn Morrison, who is personally known to me or who has produced FL Driver License as identification and who did take an oath.

Keith Morrison M625-512-54-4670  
Kathryn Morrison M625-510-53-8030

NOTARY PUBLIC:

Sign [Signature]

Print \_\_\_\_\_  
State of Florida \_\_\_\_\_  
My Commission Expires \_\_\_\_\_



**EXHIBIT A**

**LEGAL DESCRIPTION**

**Folio Number:** 30-7810-000-0080

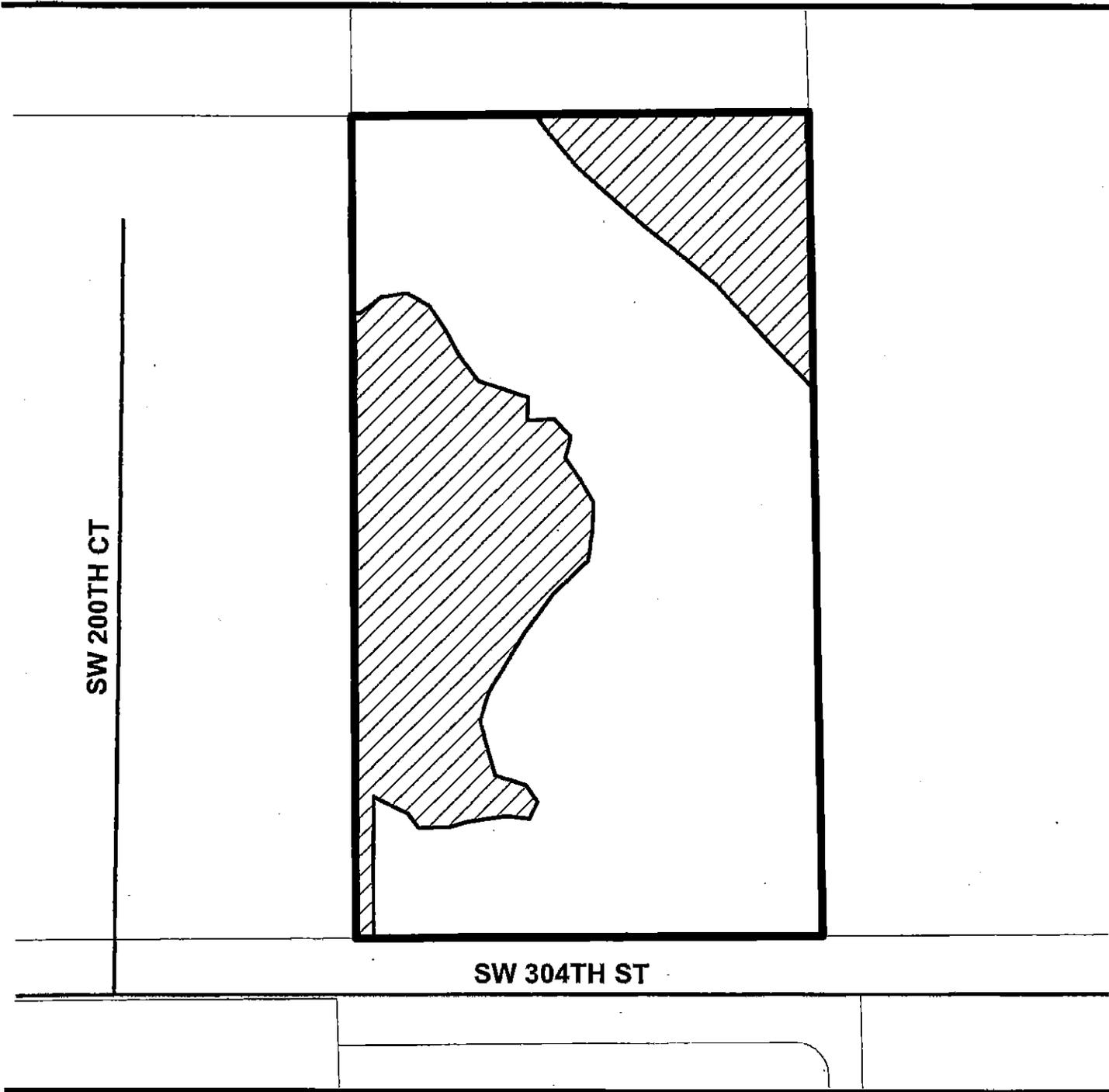
**Property Address:** 19921 SW 304 ST  
MIAMI-DADE COUNTY, FL 33030

**Legal description:** THE E ½ OF THE SE ¼ OF THE SW ¼ OF THE NE ¼  
LESS THE SOUTH 35 FEET IN SECTION 10,  
TOWNSHIP 57 SOUTH, RANGE 38 EAST, LYING AND  
BEING IN MIAMI-DADE COUNTY, FLORIDA.

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**EXHIBIT B: EEL boundary of Keith and Kathryn Morrison property  
Folio#: 30-7810-000-0080**

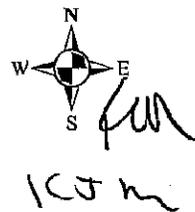


**Legend**

-  Morrison's Property Boundaries
-  EEL Covenanted Area: 1.64 acres
-  Parcels
-  All Streets

Map created  
by L. Moreno  
on 9/22/2015

SCALE: 1 inch = 104 feet



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**Exhibit C**  
**Rockland Hammock Management Plan**  
**for Morrison**

**Location:** 19921 SW 304 St, Miami-Dade County, Florida.

**Size:** 4.73 acres parcel  
1.64 acres qualify for an Environmentally Endangered Lands (EEL) covenant

**Folio #:** 30-7810-000-0080

**Forest Type:** Rockland hammock and transitional pine rockland/ hardwood hammock

**Location**

The property is located on the north side of SW 304<sup>th</sup> Street approximately 600 feet west of SW 198<sup>th</sup> Ave. The site is a developed lot located outside the urban development boundary (UDB).

Distance from nearest EEL/county-owned site: ~0.00 (adjacent) feet to Fuchs Hammock.  
Distance from nearest EEL covenant site: ~0.00 (adjacent) feet to 19975 SW 304 St.  
Distance from nearest county-designated Natural Forest Community (NFC): ~0.00 (adjacent) feet to 19975 SW 304 St.

**Property Information**

The property is located adjacent to Fuchs Hammock along SW 304 Street. The EEL preservation area is composed of two areas, the northeast polygon and a polygon in the middle of the property along the western property line. This property is bordered on the west by a single-family home (agricultural land use). On the north and east the property is bordered by a county owned preserve. Additionally 0.49 acre of the subject site was designated as NFC (Tropical Hammock) in 1984 by the Miami-Dade County Board of County Commissioners, via Resolution No. R-1764-84 and may be found on Miami-Dade County Natural Forest Community Map 38, T57 R38 S10, parcel F. NFCs are protected and regulated via Section 24-49 of the Code of Miami-Dade County.

Rockland hammocks contain primarily broadleaf and mostly hardwood evergreen trees growing on outcrops of limestone. The closed canopy conditions typically found in rockland hammocks create a humid forest interior with low light levels. Under natural conditions this community is rarely subject to fire and forms dense forests in relatively small areas. Hammocks are floristically rich and harbor some of Florida's rarest plants and also serve as habitat for a wide array of animal species. Many of the rare plants harbored by this habitat are rare fern species found in geologically significant solution holes. In addition to the significant natural and geological resources found on the subject property, inclusion in the EEL program creates an opportunity to preserve habitat into which endangered plant populations can expand into.

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### Present Condition

The current biological condition of the site can be classified as good. Portions of the property are dominated by Brazilian pepper (*Schinus terebinthifolius*), jasmine vine (*Jasminum dichotomum*), and Queensland umbrella tree (*Schefflera actinophylla*). Prior to applying for the covenant this year, the property owners participated in a previous ten (10) year covenant and performed some management as outlined by Miami-Dade county. The northeastern qualifying portion of the property contains a plant community typical of a rockland hammock and contains some exotic plant species cover. This portion of the property is designated NFC. The preservation area in the middle-edge portion of the property is a transitioning from pine rockland to hammock. Rare plants found on the site include pineland maidenhair (*Adiantum tenerum*), satin leaf (*Chrysophyllum oliviforme*), and West Indian cherry (*Prunus myrtifolia*) (see plant list below).

The main threat to the site is the invasion of exotic plants. Exotic palms and trees are present on the property. Vines are the biggest issue in regards to non-native understory plants. This site has been invaded by pothos (*Epipremnum pinnatum*) and arrowhead vine (*Syngonium podophyllum*). With the exception of the developed area and the minimal pathways in the hammock the substrate is relatively undisturbed and is in very good condition.

### Conclusion

Overall, the site is close to maintenance condition and would improve with future management efforts. Management of this property has centered on eliminating invasive exotics, vine control, promoting native recruitment from adjacent Fuch's Hammock.

The county will benefit from the active management of the site through the inherit values that natural areas provide and by gaining improved and increased wildlife habitat and biodiversity. It is important to note that the preservation of this site, as well as other natural areas in the EEL Covenant Program, provides other environmental benefits such as carbon sequestration, ground water recharging and storm water runoff reduction.

### Ecological Goals

1. Maintain the present extent of the rockland hammock.
2. Encourage and maintain a diverse understory and preserve rare hammock species.
3. Promote regeneration and growth of native hardwoods and rare plants (ferns).
4. Provide suitable habitat for native wildlife.
5. Eliminate invasive exotic species.
6. Maintain solution holes and rare fern populations.

### Management Goals

1. Continue to eliminate exotic plant species from interior of hammock to maintain 3% or less exotic plant species cover.

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2. Maintain eradication of all invasive exotic plant species to ensure that no more than 50 square feet cover of any exotic plant species remains.
3. Control reproduction of exotic seeds within the site.

DERM will periodically inspect property to ensure that management goals are achieved.

**Management Techniques and Schedule for Rockland Hammock**

(No heavy machinery is allowed within the site. All work must be done by hand (i.e. chainsaw, hand tools)

- Year 1-2:** Eradicate via hand removal and herbicide treatment, exotic plant species (trees, vines, palms and ornamentals). Exotic plant management is required by DERM. Since exotic plant species appear as a population through out, concurrent management through out the site is recommended. All exotic seedlings should be hand pulled if possible. Multiple herbicide treatments may be needed. Heavy machinery is not, under any circumstances or purposes, to be used within any portion of the covenanted preservation area without prior written approval of DERM.
- Year 3-5:** Continue to eradicate exotic plants. Treat any re-sprouting or re-colonizing exotic plants to achieve goal of 3% or less exotic plant cover with the appropriate herbicide. Monitor native plant recruitment. Continue monitoring plant populations found on site.
- Year 6-10:** Continue to eradicate exotic and invasive plants and vines. Maintain a diverse understory, encourage the spread and resiliency of rare species and maintain 3% or less exotic cover. Monitor plant populations found on site.

**PLANT SPECIES LIST\***

Plant taxa are listed by habit and origin. Key to Origin/Status codes:

- N native to South Florida
- R ruderal
- FL endangered listed as an endangered species in the state of Florida
- FL threatened listed as an endangered species in the state of Florida
- E exotic to South Florida
- EPPC I category I as per Florida Exotic Pest Plant Council (most invasive)
- EPPC II category II as per Florida Exotic Pest Plant Council (invasive)

<i>Abrus precatorius</i>	rosary pea	E / EPPC (I)
<i>Anemia adiantifolia</i>	pine fern	N
<i>Albizia lebeck</i>	woman's tongue	E / EPPC (I)
<i>Alstonia macrophylla</i>	deviltree	E / EPPC (II)
<i>Ampelopsis arborea</i>	peppervine	N
<i>Anemia adiantifolia</i>	maidenhair pineland fern	N
<i>Ardisia escallonioides</i>	marlberry	N

*FLM*  
*KCH*

<i>Ardisia elliptica</i>	shoebutton ardisia	E / EPPC (I)
<i>Bidens alba</i>	Spanish needles	N
<i>Bischofia javanica</i>	bischofwood	E / EPPC (II)
<i>Bursera simaruba</i>	gumbo limbo	N
<i>Calypttranthes pallens</i>	spicewood	N/ FL threatened
<i>Chamaecrista deeringiana</i>	Deering partridge pea	N
<i>Chamaecrista nictitans</i> var. <i>aspera</i>	hairy partridge pea	N
<i>Chiococca alba</i>	snowberry	N
<i>Coccoloba diversifolia</i>	pigeon plum	N
<i>Crotalaria pumila</i>	low rattlebox	N
<i>Eugenia axillaris</i>	white stopper	N
<i>Eugenia confusa</i>	redberry stopper	N/ FL endangered
<i>Eugenia uniflora</i>	Surinam cherry	E / EPPC (II)
<i>Erythrina herbacea</i>	coral bean	N
<i>Ficus aurea</i>	strangler fig	N
<i>Flacourtia indica</i>	governor's plum	E / EPPC (II)
<i>Galium hispidulum</i>	coastal bedstraw	N
<i>Guettarda scabra</i>	rough velvet seed	N
<i>Ilex krugiana</i>	Krug's holly	N / FL threatened
<i>Jasminum dichotomum</i>	Gold Coast jasmine	N
<i>Lantana involucrata</i>	wild sage	N
<i>Livistona chinensis</i>	Chinese fan palm	E / EPPC (II)
<i>Lysiloma latisiliquum</i>	wild tamarind	N
<i>Metopium toxiferum</i>	poisonwood	N
<i>Morinda royoc</i>	cheese shrub	N
<i>Myrsine floridana</i>	myrsine	N
<i>Nephrolepis cordifolia</i>	tuberous sword fern	E / EPPC (I)
<i>Neyraudia reynaudiana</i>	Burma reed	E / EPPC (I)
<i>Ocotea coriacea</i>	lancewood	N
<i>Parthenocissus quinquefolia</i>	Virginia creeper	N
<i>Passiflora suberosa</i>	corky stem passion flower	N
<i>Pectis glaucescens</i>	tea-blinkum	N
<i>Phyllanthus pentaphyllus</i> var. <i>floridana</i>	five petal leafflower	N / Endemic
<i>Pinus elliottii</i> var. <i>densa</i>	South Florida slash pine	N / Endemic
<i>Pisonia aculeata</i>	pullback	N
<i>Pleopeltis polypodioides</i> var. <i>michauxiana</i>	resurrection fern	N
<i>Psychotria nervosa</i>	wild coffee	N
<i>Pteridium aquilinum</i> var. <i>caudatum</i>	lacy bracken	N
<i>Quercus virginiana</i>	live oak	N
<i>Rhus copallinum</i>	winged sumac	N
<i>Rhynchospora floridensis</i>	white top sedge	N
<i>Sabal palmetto</i>	cabbage palm	N
<i>Schefflera actinophylla</i>	Queensland umbrella tree	E/ EPPC (I)
<i>Schefflera arboricola</i>	dwarf schefflera	E
<i>Schinus terebinthifolius</i>	Brazilian pepper	E/ EPPC (I)
<i>Senna ligustrina</i>	privet senna	N
<i>Sideroxylon salicifolium</i>	willow bustic	N

fen

15m

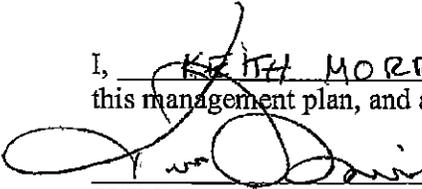
<i>Simarouba glauca</i>	paradise tree	N
<i>Smilax auriculata</i>	earleaf greenbrier	N
<i>Smilax bona-nox</i>	saw greenbrier	N
<i>Tetrazygia bicolor</i>	West Indian lilac	N / FL threatened
<i>Thelypteris kunthii</i>	Southern shield fern	N
<i>Toxicodendron radicans</i>	poison ivy	N
<i>Trema micrantha</i>	Florida trema	N
<i>Vachellia farnesiana</i> var <i>pinetorum</i>	pineland acacia	N / Endemic
<i>Vitis rotundifolia</i>	Muscadine grape	N
<i>Vittaria lineata</i>	shoestring fern	N
<i>Zamia integrifolia</i>	coontie	N

\*Please note that this is not a complete plant species list. The list includes the plants that were observed by staff on the date of the inspection.

---

**MANAGEMENT PLAN AGREEMENT (must be signed by all owners)**

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

  
 \_\_\_\_\_  
 SIGNATURE

9/23/15  
 \_\_\_\_\_  
 DATE

I, Kathryn J Morrison hereby certify that I have read and understood this management plan, and agree to follow its management recommendations.

  
 \_\_\_\_\_  
 SIGNATURE

9/23/15  
 \_\_\_\_\_  
 DATE

## ATTACHMENT M

THIS INSTRUMENT PREPARED BY:

Carlos A. Machado

Mailing address:

19975 SW 304 St

Miami-Dade County, FL 33030

COVENANT RUNNING WITH THE  
LAND IN FAVOR OF MIAMI-DADE  
COUNTY, FLORIDA, CONCERNING  
ENVIRONMENTALLY ENDANGERED  
LAND LOCATED AT 19975 SW 304 ST,  
MIAMI-DADE COUNTY, FLORIDA,  
CURRENTLY FOLIO # 30-7810-000-0081

WHEREAS, the undersigned Owner, Carlos A. Machado, holds the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A," attached hereto, and hereinafter called the "Property," and

IN ORDER TO ASSURE the County that the representations made by the Owner in the application, pursuant to Chapter 25B of the Code of Miami-Dade County and Section 193.501 of the Florida Statutes, will be abided by the Owner freely, voluntarily, and without duress, the Owner makes the following Covenant covering and running with the property:

1. The EEL Preservation Area on the Property, as shown on the map attached hereto as Exhibit B and incorporated herein by reference, shall be maintained in its present natural state.
2. The EEL Preservation Area on the Property shall be and the same is hereby subject to the conservation restrictions set forth in Exhibit C, which is attached hereto and incorporated herein by reference, including, but not limited to, the requirement that the Owner, shall maintain the EEL Preservation Area free of vegetation which is not native to Miami-Dade

County, pursuant to Section 24-5 of the Code of Miami-Dade County and as determined by the Director of the Department of Regulatory and Economic Resources, or successor department, in his or her sole discretion. No native vegetation may be removed, trimmed, or destroyed in the EEL Preservation Area without prior written consent from the Director or Director's designee of the Department of Regulatory and Economic Resources, or successor department.

3. **County Inspection and Requests for Curative Action.** As further part of this Covenant, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, shall have the right, upon written notification to the, then, owner(s) of the Property, as reflected in the Property Appraiser's records, to inspect the Property at reasonable times to determine whether the Property is being maintained in the manner required by 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 then, owner(s) in writing by Certified Mail, return receipt requested, at the address of record from the Property Appraiser's office,, of the particular curative action required and the reasons therefor. The, then, 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 therefor.
4. **Covenant Running with the Land.** This Covenant on the part of the Owner shall constitute a covenant running with the land and shall be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida, together with a certified copy of the

Board of County Commissioners' resolution accepting the covenant, and shall remain in full force and effect and be binding on undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. The Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Covenant does not in any way obligate or provide a limitation on the County. The Owner shall also send a copy of the recorded covenant and Board of County Commissioners' resolution accepting the covenant to the Miami-Dade County Property Appraiser.

5. **Term.** This Covenant is to run with the land and shall be binding on all parties and all persons claiming under it for a period of ten (10) years from the date this Covenant is recorded, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Covenant has first been modified or released by Miami-Dade County.
  
6. **Modification, Amendment, Release.** This Covenant may be modified, amended or released as to the land herein described, or any portion thereof, by written instrument executed by the, then, owner(s) of all of the Property, provided that the same is also approved by the Board of County Commissioners of Miami-Dade County, Florida. The release from this Covenant shall be made after public hearing and after a determination by the Board of County Commissioners of Miami-Dade County that such release would not adversely affect the interest of the public. Notice of said public hearing shall be published once a week for at least two (2) weeks in a newspaper of general circulation in Miami-Dade

County, prior to said hearing. Furthermore, release of this Covenant shall only be made to the Owner upon payment of the deferred tax liability pursuant to Section 25B-17(b) of the Code of Miami-Dade County.

7. **Enforcement.** The, then, owner or anyone with the owner's knowledge or consent shall not use the Property in any manner inconsistent with the terms of this Covenant without first obtaining a written instrument from the Board of County Commissioners of Miami-Dade County which releases the Owner from the terms of the covenant, and which instrument must be promptly recorded in the public records of Miami-Dade County, Florida. Any violation of this section shall constitute a breach of this Covenant, for which the Board of County Commissioners may revoke the covenant and require the Owner to pay the deferred tax liability as such term is defined in Section 25B-17(b) of the Code of Miami-Dade County. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.
  
8. **Renewal.** The current owner(s) of the property may apply to renew this covenant for successive ten (10) year periods following the termination of the term of this covenant. Applications for such renewals shall be submitted to the Miami-Dade County Department of Regulatory and Economic Resources, or successor department, and such applications for renewal may be approved administratively by the Director of the Miami-Dade County Department of Regulatory and Economic Resources, or successor department. After approval of a renewal, the Owner shall record, at Owner's expense, a renewed covenant in the public records of Miami-Dade County, Florida. Said renewed covenant shall be in a

form approved by the Director of the Miami-Dade County Department of Regulatory and Economic Resources, or successor department.

9. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such additional rights, remedies or privileges.
10. **Severability.** Invalidation of any one of these provisions, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.
11. **Recording.** This Covenant, along with a certified copy of the resolution from the Board of County Commissioners accepting the Covenant, shall be filed of record in the public records of Miami-Dade County, Florida at the costs of the Owners after the effective date of the Board of County Commissioners' resolution accepting the Covenant. This Covenant shall become effective immediately upon recordation.
12. **Acceptance of Covenant.** Acceptance of this Covenant does not obligate the County in any manner, nor does it entitle the Owner to approval of any application, and the Board of County Commissioners and the County retain full power and authority to deny each such application in whole or in part.
13. **Owner.** The term Owner shall include the Owner, and its heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this 25 day of Sep., 2015.

INDIVIDUAL

WITNESSES:

sign [Signature]  
print Nelson Ortega  
sign [Signature]  
print Marian Teles  
sign [Signature]  
print Early Landis  
sign \_\_\_\_\_  
print \_\_\_\_\_

OWNER(S):

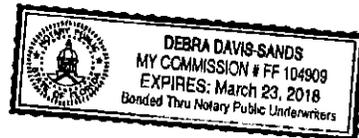
sign [Signature]  
print Carlos Machado  
Address 17975 SW 304 St Homestead FL 33030  
sign \_\_\_\_\_  
print \_\_\_\_\_  
Address \_\_\_\_\_  
sign \_\_\_\_\_  
print \_\_\_\_\_  
Address \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of Sept. 2015, by Carlos Machado, who is personally known to me or who has produced FL Driver License as identification and who did take an oath.

NOTARY PUBLIC:

Sign [Signature]  
Print Debra Davis-Sands  
State of Florida at Large (Seal)  
My Commission Expires:



**EXHIBIT A**

**LEGAL DESCRIPTION**

**Folio Number:**

30-7810-000-0081

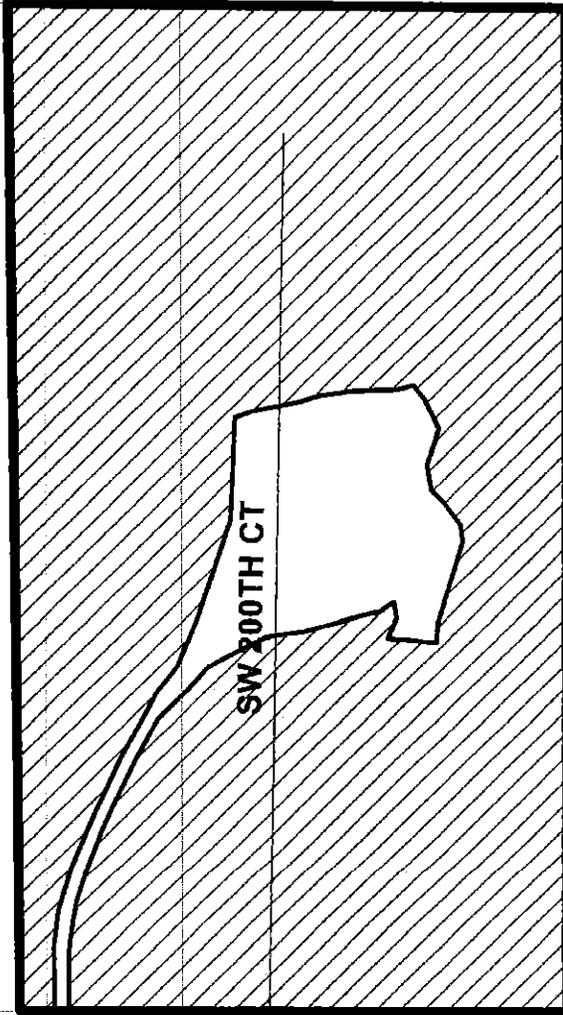
**Property Address:**

19975 SW 304 ST  
MIAMI-DADE COUNTY, FL 33030

**Legal description:**

THE W ½ OF THE SOUTHEAST ¼ OF THE  
SOUTHWEST ¼ OF THE NORTHEAST OF SECTION  
10, TOWNSHIP 57 SOUTH, RANGE 38 EAST, LYING  
AND BEING IN MIAMI-DADE COUNTY, FLORIDA,  
LESS THE SOUTH 35 FEET THEREOF FOR PUBLIC  
HIGHWAY PURPOSES.

**EXHIBIT B: EEL boundary of Carlos A Machado property**  
**Folio#: 30-7810-000-0081**



**SW 304TH ST**

**Legend**

-  EEL Covenanted Area: 4.26 acres
-  Machado Property Boundaries
-  All Streets
-  Parcels

Map created by  
Luis Moreno  
on 9/23/2015



SCALE: 1 inch = 104 feet

**Exhibit C**  
**Rockland Hammock Management Plan**  
**for Machado**

**Location:** 19975 SW 304 St, Miami-Dade County, Florida.

**Size:** 4.73 acres parcel  
4.26 acres qualify for an Environmentally Endangered Lands (EEL) covenant

**Folio #:** 30-7810-000-0081

**Forest Type:** Rockland hammock and transitional pine rockland/ hardwood hammock

**Location**

The property is located on the north side of SW 304<sup>th</sup> Street approximately 600 feet west of SW 198<sup>th</sup> Ave. The site is a developed lot located outside the urban development boundary (UDB).

Distance from nearest EEL/county-owned site: ~0.00 (adjacent) feet to Meissner Hammock.

Distance from nearest EEL covenant site: ~0.00 (adjacent) feet to 19921 SW 304 St.

Distance from nearest county-designated Natural Forest Community (NFC): ~0.00 (adjacent) feet to 19921 SW 304 St.

**Property Information**

The property is located adjacent to Meissner Hammock along SW 304 Street. The EEL preservation area is composed of a single area with a home in the middle. This property is bordered on the East by a single-family home (agricultural land use). On the north the property is bordered by a county owned preserve. Additionally 4.26 acres of the subject site was designated as NFC in 1984 by the Miami-Dade County Board of County Commissioners, via Resolution No. R-1764-84 and may be found on Miami-Dade County Natural Forest Community Map 38, T57 R38 S10, parcel B. NFCs are protected and regulated via Section 24-49 of the Code of Miami-Dade County.

Pine rocklands were once South Florida's dominant plant community, occupying about 186,000 acres along 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 canopy is dominated almost exclusively by slash pines. Beneath this canopy lays a rich understory composed of grasses, sedges, palms, vines, shrubs and wildflowers of temperate and tropical origin, many of which are listed as endangered or threatened. 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 rare and unique plant species. Pine rocklands are South Florida's most floristically diverse plant community and contain several endemic species that are found nowhere else in the world. For this reason, the Florida Natural Areas Inventory (FNAI) classifies pine rocklands as globally imperiled. The implementation of this management plan helps reduce exotic plant infestations and also maintains and re-establishes federally and State listed plant species within Miami-Dade County, both of which are stated as objectives in CON-8 of the Miami-Dade County Comprehensive Development Master Plan (CDMP).

Rockland hammocks contain primarily broadleaf and mostly hardwood evergreen trees growing on outcrops of limestone. The closed canopy conditions typically found in rockland hammocks create a humid forest interior with low light levels. Under natural conditions this community is rarely subject to fire and forms dense forests in relatively small areas. Hammocks are floristically rich and harbor some of Florida's rarest plants and also serve as habitat for a wide array of animal species. Many of the rare plants harbored by this habitat are rare fern species found in geologically significant solution holes. In addition to the significant natural and geological resources found on the subject property, inclusion in the EEL program creates an opportunity to preserve habitat into which endangered plant populations can expand into.

#### **Present Condition**

The current biological condition of the site can be classified as good. Portions of the property are dominated by Brazilian pepper (*Schinus terebinthifolius*), jasmine vine (*Jasminum dichotomum*), Burma reed (*Neyraudia reynaudiana*) and Queensland umbrella tree (*Schefflera actinophylla*). Prior to applying for the covenant this year, the property owners participated in a previous ten (10) year covenant. The northern qualifying portion of the property contains a plant community typical of a rockland hammock and contains some exotic plant species cover. The southern portion of the property contains a plant community more typical of a fire depressed pine rockland. The preservation area in the middle-edge portion of the property is a transitioning from pine rockland to hammock. Rare plants found on the site include pineland maidenhair (*Adiantum tenerum*), satin leaf (*Chrysophyllum oliviforme*), and West Indian cherry (*Prunus myrtifolia*) (see plant list below).

The main threat to the site is the invasion of exotic plants. With the exception of the developed area and the minimal pathways in the hammock the substrate is relatively undisturbed and is in very good condition.

#### **Conclusion**

Overall, the site is close to maintenance condition and would improve with future management efforts. Management of this property has centered on eliminating invasive exotics, vine control, promoting native recruitment from adjacent Meissner's Hammock.

The county will benefit from the active management of the site through the inherent values that natural areas provide and by gaining improved and increased wildlife habitat and biodiversity. It is important to note that the preservation of this site, as well as other natural areas in the EEL Covenant Program, provides other environmental benefits such as carbon sequestration, ground water recharging and storm water runoff reduction.

### **Ecological Goals**

1. Maintain the present extent of the rockland hammock.
2. Encourage and maintain a diverse understory and preserve rare hammock species.
3. Promote regeneration and growth of native hardwoods and rare plants (ferns).
4. Provide suitable habitat for native wildlife.
5. Eliminate invasive exotic species.
6. Maintain solution holes and rare fern populations.

### **Management Goals**

1. Continue to eliminate exotic plant species from interior of hammock to maintain 3% or less exotic plant species cover.
2. Maintain eradication of all invasive exotic plant species to ensure that no more than 50 square feet cover of any exotic plant species remains.
3. Control reproduction of exotic seeds within the site.

DERM will periodically inspect property to ensure that management goals are achieved.

### **Management Techniques and Schedule for Rockland Hammock**

(No heavy machinery is allowed within the site. All work must be done by hand (i.e. chainsaw, hand tools)

**Year 1-2:** Eradicate via hand removal and herbicide treatment, exotic plant species (trees, vines, palms and ornamentals). Exotic plant management is required by DERM. Since exotic plant species appear as a population through out, concurrent management through out the site is recommended. All exotic seedlings should be hand pulled if possible. Multiple herbicide treatments may be needed. Heavy machinery is not, under any circumstances or purposes, to be used within any portion of the covenanted preservation area without prior written approval of DERM.

**Year 3-5:** Continue to eradicate exotic plants. Treat any re-sprouting or re-colonizing exotic plants with the appropriate herbicide to achieve goal of 3% or less exotic plant cover. Monitor native plant recruitment. Continue monitoring plant populations found on site.

**Year 6-10:** Continue to eradicate exotic and invasive plants and vines. Maintain a diverse understory, encourage the spread and resiliency of rare species and maintain 3% or less exotic cover. Monitor plant populations found on site.

**PLANT SPECIES LIST\***

Plant taxa are listed by habit and origin. Key to Origin/Status codes:

- N native to South Florida
- R ruderal
- FL endangered listed as an endangered species in the state of Florida
- FL threatened listed as an endangered species in the state of Florida
- E exotic to South Florida
- EPPC I category I as per Florida Exotic Pest Plant Council (most invasive)
- EPPC II category II as per Florida Exotic Pest Plant Council (invasive)

<i>Abrus precatorius</i>	rosary pea	E / EPPC (I)
<i>Acacia auriculaeformis</i>	earleaf acacia	E / EPPC (I)
<i>Anemia adiantifolia</i>	pine fern	N
<i>Albizia lebbbeck</i>	woman's tongue	E / EPPC (I)
<i>Alstonia macrophylla</i>	deviltree	E / EPPC (II)
<i>Ampelopsis arborea</i>	peppervine	N
<i>Anemia adiantifolia</i>	maidenhair pineland fern	N
<i>Ardisia escallonioides</i>	marlberry	N
<i>Ardisia elliptica</i>	shoebutton ardisia	E / EPPC (I)
<i>Bidens alba</i>	Spanish needles	N
<i>Bischofia javanica</i>	bishopwood	E / EPPC (II)
<i>Bursera simaruba</i>	gumbo limbo	N
<i>Calyptrothrix pallens</i>	spicewood	N/ FL threatened
<i>Chamaecrista deeringiana</i>	Deering partridge pea	N
<i>Chamaecrista nictitans var aspera</i>	hairy partridge pea	N
<i>Chiococca alba</i>	snowberry	N
<i>Coccoloba diversifolia</i>	pigeon plum	N
<i>Crotalaria pumila</i>	low rattlebox	N
<i>Dicanthelium commutatum</i>	panicgrass	N
<i>Encyclia tampensis</i>	butterfly orchid	N/ FL endangered
<i>Eugenia axillaris</i>	white stopper	N
<i>Eugenia confusa</i>	redberry stopper	N/ FL endangered
<i>Eugenia uniflora</i>	Surinam cherry	E / EPPC (II)
<i>Eragostris elliotii</i>	Elliot's love grass	N
<i>Erythrina herbacea</i>	coral bean	N
<i>Exothea paniculata</i>	inkwood	N
<i>Ficus aurea</i>	strangler fig	N
<i>Flacourtia indica</i>	governor's plum	E / EPPC (II)
<i>Galium hispidulum</i>	coastal bedstraw	N
<i>Guettarda scabra</i>	rough velvet seed	N
<i>Ilex krugiana</i>	Krug's holly	N / FL threatened

<i>Jasminum dichotomum</i>	Gold Coast jasmine	N
<i>Lantana camara</i>	lantana	E / EPPC (I)
<i>Lantana involucrata</i>	wild sage	N
<i>Livistona chinensis</i>	Chinese fan palm	E / EPPC (II)
<i>Lysiloma latisiliquum</i>	wild tamarind	N
<i>Metopium toxiferum</i>	poisonwood	N
<i>Morinda royoc</i>	cheese shrub	N
<i>Myrica cerifera</i>	wax myrtle	N
<i>Myrsine floridana</i>	myrsine	N
<i>Nephrolepis cordifolia</i>	tuberous sword fern	E / EPPC (I)
<i>Neyraudia reynaudiana</i>	Burma reed	E / EPPC (I)
<i>Ocotea coriacea</i>	lancewood	N
<i>Parthenocissus quinquefolia</i>	Virginia creeper	N
<i>Passiflora suberosa</i>	corky stem passion flower	N
<i>Pectis glaucescens</i>	tea-blinkum	N
<i>Phyllanthus pentaphyllus</i> var. <i>floridana</i>	five petal leafflower	N / Endemic
<i>Pinus elliottii</i> var. <i>densa</i>	South Florida slash pine	N / Endemic
<i>Pisonia aculeata</i>	pullback	N
<i>Pleopeltis polypodioides</i> var. <i>michauxiana</i>	resurrection fern	N
<i>Psychotria nervosa</i>	wild coffee	N
<i>Pteridium aquilinum</i> var. <i>caudatum</i>	lacy bracken	N
<i>Quercus virginiana</i>	live oak	N
<i>Rhus copallinum</i>	winged sumac	N
<i>Rhynchospora floridensis</i>	white top sedge	N
<i>Roystonea regia</i>	royal palm	N / FL threatened
<i>Sabal palmetto</i>	cabbage palm	N
<i>Schefflera actinophylla</i>	Queensland umbrella tree	E/ EPPC (I)
<i>Schefflera arboricola</i>	dwarf schefflera	E
<i>Schinus terebinthifolius</i>	Brazilian pepper	E/ EPPC (I)
<i>Senna ligustrina</i>	privet senna	N
<i>Serenoa repens</i>	saw palmetto	N
<i>Sideroxylon salicifolium</i>	willow bustic	N
<i>Simarouba glauca</i>	paradise tree	N
<i>Smilax auriculata</i>	earleaf greenbrier	N
<i>Smilax bona-nox</i>	saw greenbrier	N
<i>Tetrazygia bicolor</i>	West Indian lilac	N / FL threatened
<i>Thelypteris kunthii</i>	Southern shield fern	N
<i>Tillandsia spp</i>	airplant	N
<i>Toxicodendron radicans</i>	poison ivy	N
<i>Trema micrantha</i>	Florida trema	N
<i>Tripsacum floridanum</i>	Florida gamma grass	N
<i>Vachellia farnesiana</i> var. <i>pinetorum</i>	pineland acacia	N / Endemic
<i>Vitis rotundifolia</i>	Muscadine grape	N
<i>Vittaria lineata</i>	shoestring fern	N
<i>Zamia integrifolia</i>	coontie	N

\*Please note that this is not a complete plant species list. The list includes the plants that were observed by staff on the date of the inspection.

---

**MANAGEMENT PLAN AGREEMENT (must be signed by all owners)**

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

[Signature]  
SIGNATURE

9/25/2015  
DATE

## ATTACHMENT N

THIS INSTRUMENT PREPARED BY:

Donald H. and Loida B. Knuth

Mailing address:

436 NE 21 Ave

Homestead, FL 33033

COVENANT RUNNING WITH THE  
LAND IN FAVOR OF MIAMI-DADE  
COUNTY, FLORIDA, CONCERNING  
ENVIRONMENTALLY ENDANGERED  
LAND LOCATED IN THE VICINITY OF  
SW 334 ST AND SW 192 AVE, MIAMI-  
DADE COUNTY, FLORIDA,  
CURRENTLY FOLIO # 30-7823-003-0145

WHEREAS, the undersigned Owner, Donald H. and Loida B. Knuth, holds the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A," attached hereto, and hereinafter called the "Property," and

IN ORDER TO ASSURE the County that the representations made by the Owner in the application, pursuant to Chapter 25B of the Code of Miami-Dade County and Section 193.501 of the Florida Statutes, will be abided by the Owner freely, voluntarily, and without duress, the Owner makes the following Covenant covering and running with the property:

1. The EEL Preservation Area on the Property, as shown on the map attached hereto as Exhibit B and incorporated herein by reference, shall be maintained in its present natural state.
2. The EEL Preservation Area on the Property shall be and the same is hereby subject to the conservation restrictions set forth in Exhibit C, which is attached hereto and incorporated herein by reference, including, but not limited to, the requirement that the Owner, shall

maintain the EEL Preservation Area free of vegetation which is not native to Miami-Dade County, pursuant to Section 24-5 of the Code of Miami-Dade County and as determined by the Director of the Department of Regulatory and Economic Resources, or successor department, in his or her sole discretion. No native vegetation may be removed, trimmed, or destroyed in the EEL Preservation Area without prior written consent from the Director or Director's designee of the Department of Regulatory and Economic Resources, or successor department.

3. **County Inspection and Requests for Curative Action.** As further part of this Covenant, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, shall have the right, upon written notification to the, then, owner(s) of the Property, as reflected in the Property Appraiser's records, to inspect the Property at reasonable times to determine whether the Property is being maintained in the manner required by 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 then, owner(s) in writing by Certified Mail, return receipt requested, at the address of record from the Property Appraiser's office,, of the particular curative action required and the reasons therefor. The, then, 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 therefor.
  
4. **Covenant Running with the Land.** This Covenant on the part of the Owner shall constitute a covenant running with the land and shall be recorded, at Owner's expense, in

the public records of Miami-Dade County, Florida, together with a certified copy of the Board of County Commissioners' resolution accepting the covenant, and shall remain in full force and effect and be binding on undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. The Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Covenant does not in any way obligate or provide a limitation on the County. The Owner shall also send a copy of the recorded covenant and Board of County Commissioners' resolution accepting the covenant to the Miami-Dade County Property Appraiser.

5. **Term.** This Covenant is to run with the land and shall be binding on all parties and all persons claiming under it for a period of ten (10) years from the date this Covenant is recorded, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Covenant has first been modified or released by Miami-Dade County.
6. **Modification, Amendment, Release.** This Covenant may be modified, amended or released as to the land herein described, or any portion thereof, by written instrument executed by the, then, owner(s) of all of the Property, provided that the same is also approved by the Board of County Commissioners of Miami-Dade County, Florida. The release from this Covenant shall be made after public hearing and after a determination by the Board of County Commissioners of Miami-Dade County that such release would not adversely affect the interest of the public. Notice of said public hearing shall be published

once a week for at least two (2) weeks in a newspaper of general circulation in Miami-Dade County, prior to said hearing. Furthermore, release of this Covenant shall only be made to the Owner upon payment of the deferred tax liability pursuant to Section 25B-17(b) of the Code of Miami-Dade County.

7. **Enforcement.** The, then, owner or anyone with the owner's knowledge or consent shall not use the Property in any manner inconsistent with the terms of this Covenant without first obtaining a written instrument from the Board of County Commissioners of Miami-Dade County which releases the Owner from the terms of the covenant, and which instrument must be promptly recorded in the public records of Miami-Dade County, Florida. Any violation of this section shall constitute a breach of this Covenant, for which the Board of County Commissioners may revoke the covenant and require the Owner to pay the deferred tax liability as such term is defined in Section 25B-17(b) of the Code of Miami-Dade County. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

8. **Renewal.** The current owner(s) of the property may apply to renew this covenant for successive ten (10) year periods following the termination of the term of this covenant. Applications for such renewals shall be submitted to the Miami-Dade County Department of Regulatory and Economic Resources, or successor department, and such applications for renewal may be approved administratively by the Director of the Miami-Dade County Department of Regulatory and Economic Resources, or successor department. After approval of a renewal, the Owner shall record, at Owner's expense, a renewed covenant in the public records of Miami-Dade County, Florida. Said renewed covenant shall be in a

form approved by the Director of the Miami-Dade County Department of Regulatory and Economic Resources, or successor department.

9. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such additional rights, remedies or privileges.
10. **Severability.** Invalidation of any one of these provisions, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.
11. **Recording.** This Covenant, along with a certified copy of the resolution from the Board of County Commissioners accepting the Covenant, shall be filed of record in the public records of Miami-Dade County, Florida at the costs of the Owners after the effective date of the Board of County Commissioners' resolution accepting the Covenant. This Covenant shall become effective immediately upon recordation.
12. **Acceptance of Covenant.** Acceptance of this Covenant does not obligate the County in any manner, nor does it entitle the Owner to approval of any application, and the Board of County Commissioners and the County retain full power and authority to deny each such application in whole or in part.
13. **Owner.** The term Owner shall include the Owner, and its heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this 25 day of SEPTEMBER, 2015.

INDIVIDUAL

WITNESSES:

sign Tamar Laguerre  
print Tamar Laguerre  
sign [Signature]  
print ITALA BEJANO  
sign Tamar Laguerre  
print Tamar Laguerre  
sign [Signature]  
print ITALA BEJANO

OWNER(S):

sign [Signature]  
print DONALD KNUTH  
Address 1973 SE 24th Ave Homestead FL 33035  
sign [Signature]  
print LOIDA B. KNUTH  
Address 1973 SE 24th Ave. Homestead, FL 33035  
sign \_\_\_\_\_  
print \_\_\_\_\_  
Address \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 25 day of SEPTEMBER, 2015, by LOIDA KNUTH & DONALD KNUTH, who is personally known to me or who has produced FLORIDA DRIVER LIC as identification and who did take an oath.



NOTARY PUBLIC:

Sign [Signature]  
Print OSCAR ORTIZ  
State of Florida at Large (Seal)  
My Commission Expires: 03.05.2018

**EXHIBIT A**

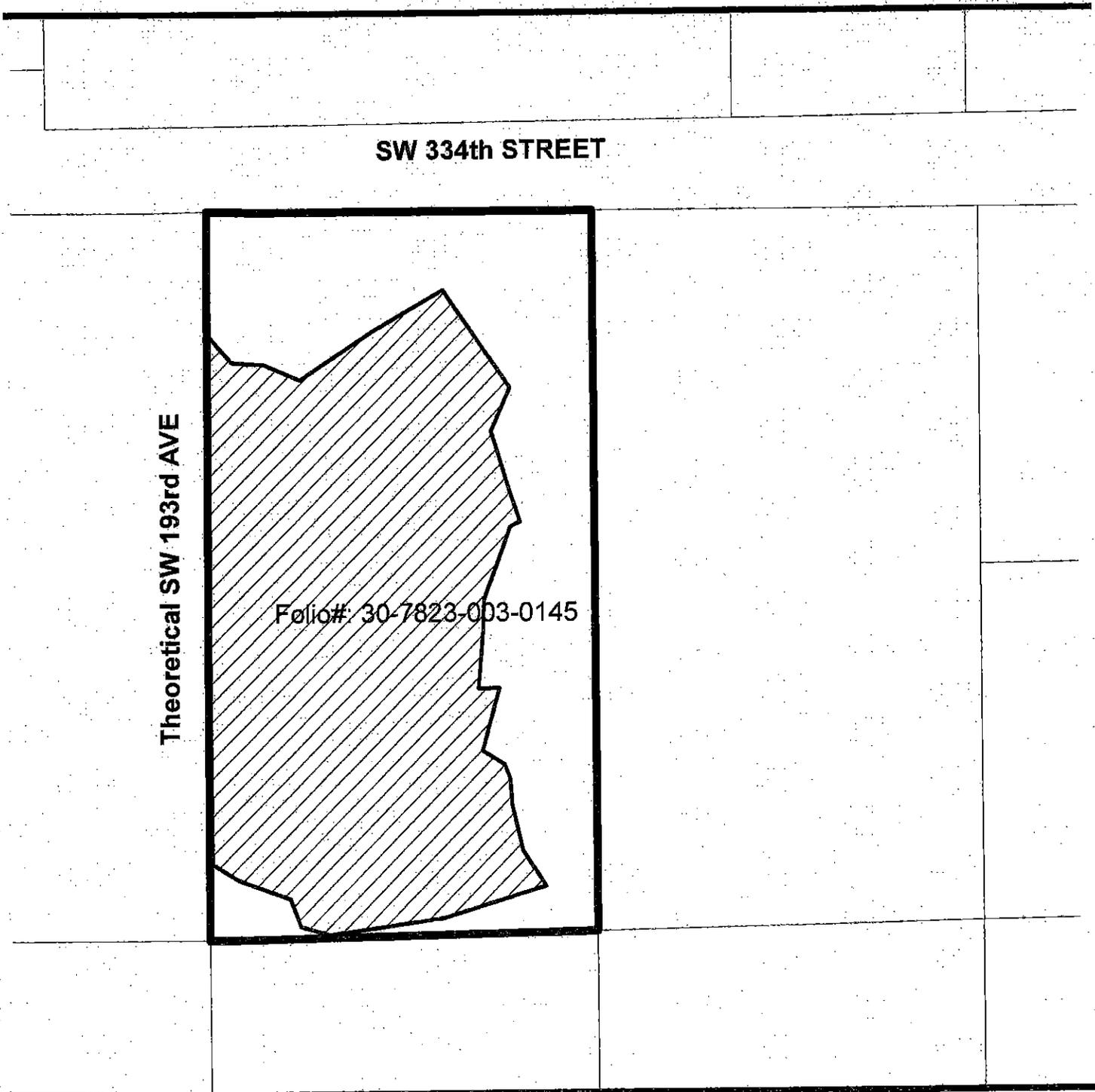
**LEGAL DESCRIPTION**

**Folio Number:** 30-7823-003-0145

**Property Address:** VICINITY OF SW 334 ST AND THEORETICAL SW 193 AVE  
MIAMI-DADE COUNTY, FLORIDA

**Legal description:** THE WEST 165 FEET OF THE NORTH ½ OF TRACT 2, LESS THE NORTH 25 FEET THEREOF, OF J.L. WADDY SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, AT PAGE 104, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING IN THE SOUTH ½ OF THE NW ¼ OF SECTION 23, TOWNSHIP 57 SOUTH, RANGE 38 EAST.

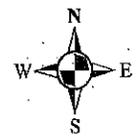
**EXHIBIT B: EEL boundary of Donald & Loida Knuth property**  
**Folio#: 30-7823-003-0145**



**Legend**

-  EEL Covenanted Area: 0.68 acres
-  Knuth property boundaries
-  Parcels

Map created by  
Luis Moreno  
on 7/01/2015



SCALE: 1 inch = 58 feet

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**Exhibit C  
Management Plan  
for Knuth**

**Location:** Vicinity of SW 334<sup>th</sup> St and SW 192<sup>nd</sup> Ave, Miami-Dade County, Florida.

**Size:** 1.17 acres parcel  
0.68 acre qualify for an Environmentally Endangered Lands (EEL) covenant

**Folio #:** 30-7823-003-0145

**Forest Type:** Pine Rockland

**Location**

The property is located in the vicinity of SW 334<sup>th</sup> Street and theoretical SW 193<sup>rd</sup> Ave, Section 23 of Township 57 South, Range 38.

Distance from nearest EEL site: ~350 feet from Rock Pit #39;

Distance from nearest EEL covenanted site: ~200 feet to property with folio number 30-7823-003-0051;

Distance from nearest county-designated Natural Forest Community (NFC) site: ~0.0 feet; adjacent to property with folio number 30-7823-003-0147.

**Property Information**

The property consists of a rectangular-shaped undeveloped parcel with an irregularly shaped NFC preservation area on the southwestern portion of the property. The parcel is surrounded by residential land use on the north, east and south, but it is bordered on the west by a vacant NFC property. The NFCs may be found on Miami-Dade County Natural Forest Community Map 42, T57 R39 S23, parcel B. NFCs are protected and regulated via Section 24-49 of the Code of Miami-Dade County.

Pine rocklands were once South Florida's dominant plant community, occupying about 186,000 acres along 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 canopy is dominated almost exclusively by slash pines. Beneath this canopy lays a rich understory composed of grasses, sedges, palms, vines, shrubs and wildflowers of temperate and tropical origin, many of which are listed as endangered or threatened. 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 rare and unique plant species. Pine rocklands are South Florida's most floristically diverse plant community and contain several endemic species that are found nowhere else in the world. For this reason, the Florida Natural Areas Inventory (FNAI) classifies pine rocklands as globally imperiled. The implementation of this management plan helps reduce invasive exotic plant infestations and also maintains and re-establishes federally and State listed plant species within Miami-Dade County, both of which are stated as objectives in CON-8 of the Miami-Dade County Comprehensive Development Master Plan (CDMP).

### **Present Condition**

The covenanted (preservation) area presents relatively intact pinnacle rock substrate with an open herbaceous layer representative of a pine rockland (native plant community). The understory includes many typical, listed and rare pine rockland plant species, including, but not limited to, pineland sandmat (*Euphorbia deltoidea* subsp. *pinetorum*), quailberry (*Crossopetalum ilicifolium*), Deering's partridge pea (*Chamaecrista deeringiana*), Florida keys noseburn (*Tragia saxicola*), pineland allamanda (*Jacquemontia curtisii*), saw palmetto (*Serenoa repens*), Locustberry (*Byrsonima lucida*) West Indian lilac (*Tetrazygia bicolor*), silver palm (*Coccothrinax argentata*), and coontie (*Zamia pumila*). Slash pines (*Pinus elliotii* var. *densa*) of three (3) age classes are present throughout the preservation area. Overall, the site scores high in plant diversity. Most of the property has been designated by the United States Fish and Wildlife Service as critical habitat for the federally endangered Mosier's false boneset (*Brickellia mosieri*).

The preservation area is affected by edge effect, fire suppression and invasive exotic plants. Exotic plants found on the site include rosary pea (*Abrus precatorius*), Burma reed (*Neyraudia reynaudiana*), gold coast jasmine (*Jasminum dichotomum*), woman's tongue (*Albizia lebbek*), shrub-verbena (*Lantana camara*), Queensland umbrella tree (*Schefflera actinophylla*), and Brazilian pepper (*Schinus terebinthifolius*). Some broadleaf tree species are recruiting as well, mostly gumbo limbo (*Bursera simaruba*), poisonwood (*Metopium toxiferum*), paradise tree (*Simarouba glauca*), and live oak (*Quercus virginiana*), due to fire suppression.

The property owner is actively managing the site, which includes regularly mowing outside the NFC/EEL area to reduce exotic seed sources and their recruitment. The main exotic plant threat is from Burma reed. Continual efforts to control the Burma reed and other exotics are required within the covenanted area. The non-covenanted portions of the parcel must be regularly mown to control seed load and recruitment from invasive exotics. The interior of the preservation area contains a thick organic layer of pineland needles and duff that must be reduced to promote the herbaceous cover.

### **Conclusion**

This site provides connectivity to the patches of pine rockland NFC properties within the J L Waddy subdivision area. The site contains the species *E. deltoidea* subsp. *pinetorum*, candidate to be listed by the federal government, and many other rare plants. In addition,

the site offers an opportunity to be recolonized by disjoint populations of the federally endangered Mosier's false boneset.

The County will benefit from the active management of the site through the inherent values that natural areas provide and by gaining improved and increased wildlife habitat and biodiversity. It is important to note that the preservation of this site, as well as other natural areas in the EEL Covenant Program, provides other environmental benefits such as carbon sequestration, ground water recharging and storm water runoff reduction.

### **Ecological Goals**

1. Maintain area to preserve its natural plant community.
2. Provide suitable habitat for native wildlife
3. Eliminate/control invasive exotic plant species found on the site.

### **Management Goals**

1. Eliminate invasive exotic plant species from the preservation area to achieve less than 3% exotic plant cover.
2. Continue to create open understory areas that promote regeneration of rare and diverse herbaceous plant species typical of pine rocklands.
3. Allow natural regeneration of native plants.

Miami-Dade County Division of Environmental Resources Management (DERM) will periodically inspect the property to ensure that management goals are achieved.

### **Management Techniques and Schedule**

No heavy machinery is allowed within the site. All work must be done by hand (i.e. chainsaw, hand tools). Mowing within the preservation (covenanted) area is prohibited.

**Year 1-2:** Continue to eradicate invasive exotic plants and maintain the site at less than 3% exotic plant cover. Perform, if possible, a prescribed burn and thin out recruiting broadleaf tree species (hardwoods) where possible. Monitor native plant recruitment and wildlife.

**Year 3-5:** Continue to eradicate invasive exotic plants and maintain the site at less than 3% exotic plant cover. Perform, if possible, a prescribed burn, and thin out hardwoods if needed to prevent their shading effect. Remove vines and thin out shrub species to maintain an open herbaceous understory. Monitor native plant recruitment and wildlife.

**Year 6-10:** Continue to eradicate invasive exotic plants and maintain the site at less than 3% exotic plant cover. Perform, if possible, a prescribed burn. Remove vines and thin out hardwoods and understory shrub species to maintain an herbaceous groundcover. Monitor native plant recruitment and wildlife.

**PLANT SPECIES LIST\***

Plant taxa are listed by habit and origin. Key to Origin/Status codes:

- N native to South Florida
- R ruderal
- FL endangered listed as an endangered species in the state of Florida
- FL threatened listed as a threatened species in the state of Florida
- E exotic to South Florida
- EPPC I category I as per Florida Exotic Pest Plant Council (most invasive)
- EPPC II category II as per Florida Exotic Pest Plant Council (invasive)

<b>Scientific Name</b>	<b>Common Name</b>	<b>Origin/Status</b>
<i>Abrus precatorius</i>	rosary pea	E / EPPC (I)
<i>Agave sisalana</i>	sisal hemp	E / EPPC (II)
<i>Albizia lebbek</i>	woman's tongue	E / EPPC (I)
<i>Anemia adiantifolia</i>	maidenhair pineland fern	N
<i>Angadenia berteroi</i>	pineland allamanda	N/FL threatened
<i>Ardisia escallonioides</i>	marlberry	N
<i>Ayenia euphrasifolia</i>	eyebright Ayenia	N
<i>Baccharis halimifolia</i>	saltbush	N
<i>Bidens alba</i>	Spanish needles	R
<i>Bursera simaruba</i>	gumbo limbo	N
<i>Byrsonima lucida</i>	locustberry	N
<i>Callicarpa americana</i>	beauty berry	N
<i>Centrosema virginianum</i>	butterfly-pea	N
<i>Chamaecrista deeringiana</i>	Deering partridge pea	N
<i>Euphorbia deltoidea</i> subsp. <i>pinetorum</i>	pineland sandmat	N/FL endangered
<i>Chiococca alba</i>	snowberry	N
<i>Chiococca parvifolia</i>	pineland snowberry	N
<i>Chromolaena odorata</i>	jack-in-the-bush	R
<i>Coccothrinax argentata</i>	silver palm	N/FL threatened
<i>Coreopsis floridana</i>	Florida tickseed	N / Endemic
<i>Crossopetalum ilicifolium</i>	quailberry	N/FL threatened
<i>Crotalaria pumila</i>	low rattlebox	N
<i>Croton linearis</i>	pineland croton	N
<i>Croton glandulosus</i>	vente conmigo	N
<i>Ficus aurea</i>	strangler fig	N
<i>Galactia regularis</i>	Eastern milkpea	N
<i>Galium hispidulum</i>	coastal bedstraw	N
<i>Guettarda scabra</i>	rough velvetseed	N
<i>Jacquemontia curtisii</i>	pineland clustervine	N/FL threatened
<i>Jasminum dichotomum</i>	Gold Coast jasmine	E / EPPC (I)
<i>Koanophyllon villosum</i>	Florida shrub thoroughwort	N/FL endangered
<i>Lantana camara</i>	shrub-verbena	E / EPPC (I)

<i>Lantana involucrata</i>	wild sage	N
<i>Melanthera parvifolia</i>	pineland blackanthers	N/FL threatened
<i>Metopium toxiferum</i>	poisonwood	N
<i>Morinda royoc</i>	cheese shrub	N
<i>Myrica cerifera</i>	wax myrtle	N
<i>Myrsine floridana</i>	myrsine	N
<i>Neyraudia reynaudiana</i>	Burma reed	E / EPPC (I)
<i>Passiflora suberosa</i>	corkystem passionflower	N
<i>Parthenocissus quinquefolia</i>	Virginia creeper	N
<i>Pinus elliotii</i> var. <i>densa</i>	South Florida slash pine	N / Endemic
<i>Psidium guajava</i>	guava	E / EPPC (I)
<i>Pteridium aquilinum</i> var. <i>caudatum</i>	lacy bracken	N
<i>Quercus virginiana</i>	live oak	N
<i>Randia aculeata</i>	white indigoberry	N
<i>Rhus copallinum</i>	winged sumac	N
<i>Rhynchosia reniformis</i>	dollarweed	N
<i>Rhynchospora floridensis</i>	white top sedge	N
<i>Sabal palmetto</i>	cabbage palm	N
<i>Schinus terebinthifolius</i>	Brazilian pepper	E/ EPPC (I)
<i>Serenoa repens</i>	saw palmetto	N
<i>Sida acuta</i>	common wireweed	N
<i>Sideroxylon salicifolium</i>	willow bustic	N
<i>Simarouba glauca</i>	paradise tree	N
<i>Smilax auriculata</i>	earleaf greenbrier	N
<i>Sorghastrum secundum</i>	lopsided Indian grass	N
<i>Sporobolus junceus</i>	pinewoods dropseed	N
<i>Stachytarpheta jamaicensis</i>	blue porterweed	N
<i>Symphotrichum adnatus</i>	clasping aster	N
<i>Tetrazygia bicolor</i>	West Indian lilac	N/FL threatened
<i>Toxicodendron radicans</i>	poison ivy	N
<i>Tragia saxicola</i>	Florida Keys noseburn	N/FL threatened
<i>Trema micranthum</i>	Florida trema	N
<i>Tripsacum floridanum</i>	Florida gamma grass	N/FL threatened
<i>Urena lobata</i>	Caesar's weed	E/ EPPC (I)
<i>Vachellia farnesiana</i>	pineland acacia	N / Endemic
<i>Vitis rotundifolia</i>	Muscadine grape	N
<i>Zamia integrifolia</i>	coontie	N
<i>Zanthoxylum fagara</i>	wild lime	N

\*Please note that this is not a complete plant species list. The list includes the plants that were observed by staff on the date of the inspection.

MANAGEMENT PLAN AGREEMENT (must be signed by all owners)

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

Donald Knuth  
SIGNATURE

9/25/2015  
DATE

I, LOIDA B. KNUTH hereby certify that I have read and understood this management plan, and agree to follow its management recommendations.

L Knuth  
SIGNATURE

9/25/2015  
DATE