

MEMORANDUM

Agenda Item No. 8(L)(4)

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

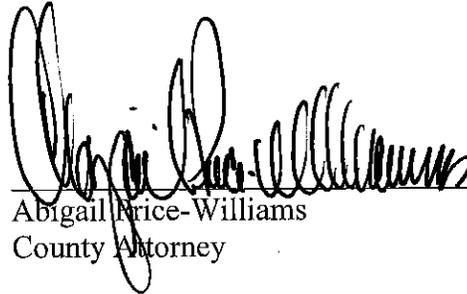
DATE: December 6, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution accepting five (5)
Environmentally Endangered Lands
Covenants in Miami-Dade County,
Florida

The accompanying resolution was prepared by the Regulatory and Economic Resources Department and placed on the agenda at the request of Prime Sponsor Metropolitan Services Committee.

APW/lmp



Abigail Price-Williams
County Attorney

Date: December 6, 2016

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

From: Carlos A. Gimenez 
Mayor

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

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize the acceptance of five (5) covenants running with the land for the preservation and maintenance of environmentally endangered lands listed below and shown 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 Levine Cava, and Commissioner Dennis Moss, respectively.

Fiscal Impact/Funding Source

Under Section 193.501(3)(a) of the 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 property 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 Tree and Forest Resources Section in the Department of Regulatory and Economic Resources' Division of Environmental Resources Management, Lazaro Quintino, 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. The Code allows qualifying property 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, the Code 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 83 properties with environmentally endangered lands covenants in Miami-Dade County comprising a total of 408.08 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, with more than 20 percent of those species being endemic and six (6) species being federally listed as threatened or endangered, and at least two (2) other species locally extinct.

Under Chapter 25B of the Code, the Department of Regulatory and Economic Resources, Division of Environmental Resources Management, shall review proposed covenants and recommend to the Board those sites that qualify as environmentally endangered. To qualify, lands must have unique ecological characteristics, rare or limited combinations of geologic formations, features of a rare or

limited nature constituting habitat suitable for fish, plants, or wildlife which would be consistent with the conservation elements of the Comprehensive Development Master Plan, and archeological or scientific sites subject to regulation by the Florida Department of Environmental Protection or the US Army Corps of Engineers and defined as submerged lands by the respective agency. Examples of lands qualifying under Chapter 25B of the Code 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 to 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 currently have environmentally endangered lands covenants that will soon expire. These sites continue to meet the criteria for environmentally endangered lands and are eligible for another 10-year covenant. Therefore, the resolution is recommended for approval of the attached five (5) environmentally endangered lands covenants for the following properties in Miami-Dade County.

Renewal Covenants

- Attachment A: Charlotte S. Smiley (0.69 acres of rockland hammock)
Folio 03-5107-004-0780 at 9979 Fairchild Way, Coral Gables,
Miami-Dade County
- Attachment B: James W. Kern (0.85 of transitional pine rockland/hardwood hammock)
Folio 30-6905-000-0076 at 15725 SW 188 Street, Miami-Dade County
- Attachment C: JoAnna P. Murray (1.48 acres of pine rockland/rockland hammock)
Folio 30-6922-000-0071 at 23755 SW 142 Avenue, Miami-Dade County
- Attachment D: Kevin T. and Francene L. Hagarman (3.28 acres of pine rockland)
Folio 30-7810-000-0021 at 19733 SW 300 Street, Miami-Dade County
- Attachment E: Oberlin and Raquel Vidales (0.66 acres of pine rockland)
Folio 30-7815-000-0680 at 32601 SW 202 Avenue, Miami-Dade County



Jack Osterholt
Deputy Mayor

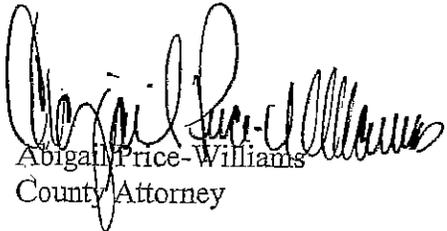


MEMORANDUM

(Revised)

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

DATE: December 6, 2016

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(L)(4)

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(L)(4)

12-6-16

RESOLUTION NO. _____

RESOLUTION ACCEPTING FIVE (5)
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 five (5) 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 03-5107-004-0780 at 9979 Fairchild Way, Coral Gables, 0.69 acres of rockland hammock (Attachment A);
2. Folio 30-6905-000-0076 at 15725 SW 188 Street, 0.85 acres of transitional pine rockland/hardwood hammock (Attachment B);
3. Folio 30-6922-000-0071 at 23755 SW 142 Avenue, 1.48 acres of pine rockland/rockland hammock (Attachment C);
4. Folio 30-7810-000-0021 at 19733 SW 300 Street, 3.28 acres of pine rockland (Attachment D);
5. Folio 30-7815-000-0680 at 32601 SW 202 Avenue, 0.66 acres of pine rockland (Attachment E); 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 |
| Joe A. Martinez | Dennis C. Moss |
| Rebeca Sosa | Sen. Javier D. Souto |
| Xavier L. Suarez | |

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of December, 2016. 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.

Abbie Schwaderer-Raurell



ATTACHMENT A

THIS INSTRUMENT PREPARED BY:

Charlotte S. Smiley

Mailing address:

9979 Fairchild Way

Coral Gables, Florida 33156

COVENANT RUNNING WITH THE
LAND IN FAVOR OF MIAMI-DADE
COUNTY, FLORIDA, CONCERNING
ENVIRONMENTALLY ENDANGERED
LAND LOCATED AT 9979 FAIRCHILD
WAY, MIAMI-DADE COUNTY,
FLORIDA, CURRENTLY FOLIO # 03-
5107-004-0780.

WHEREAS, the undersigned Owner, Charlotte S. Smiley, 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 2 day of September, 2016.

INDIVIDUAL

WITNESSES:

sign Jennifer Gonzalez
print Jennifer Gonzalez

sign [Signature]
print Sandra Conde

sign _____

print _____

sign _____

print _____

OWNER(S):

sign Charlotte Smiley
print Charlotte S. Smiley

Address 9979 Fairchild Way
Coral Gables, FL 33156

sign _____

print _____

Address _____

sign _____

print _____

Address _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 2 day of September 2016, by Charlotte S. Smiley, who is personally known to me or who has produced DRIVERS LICENSE as identification and who did take an oath.

NOTARY PUBLIC:

Sign [Signature]

Print Frankie Arroyo

State of Florida at Large (Seal)

My Commission Expires: NOV 11, 2019



EXHIBIT A

LEGAL DESCRIPTION

Folio Number: 03-5107-004-0780

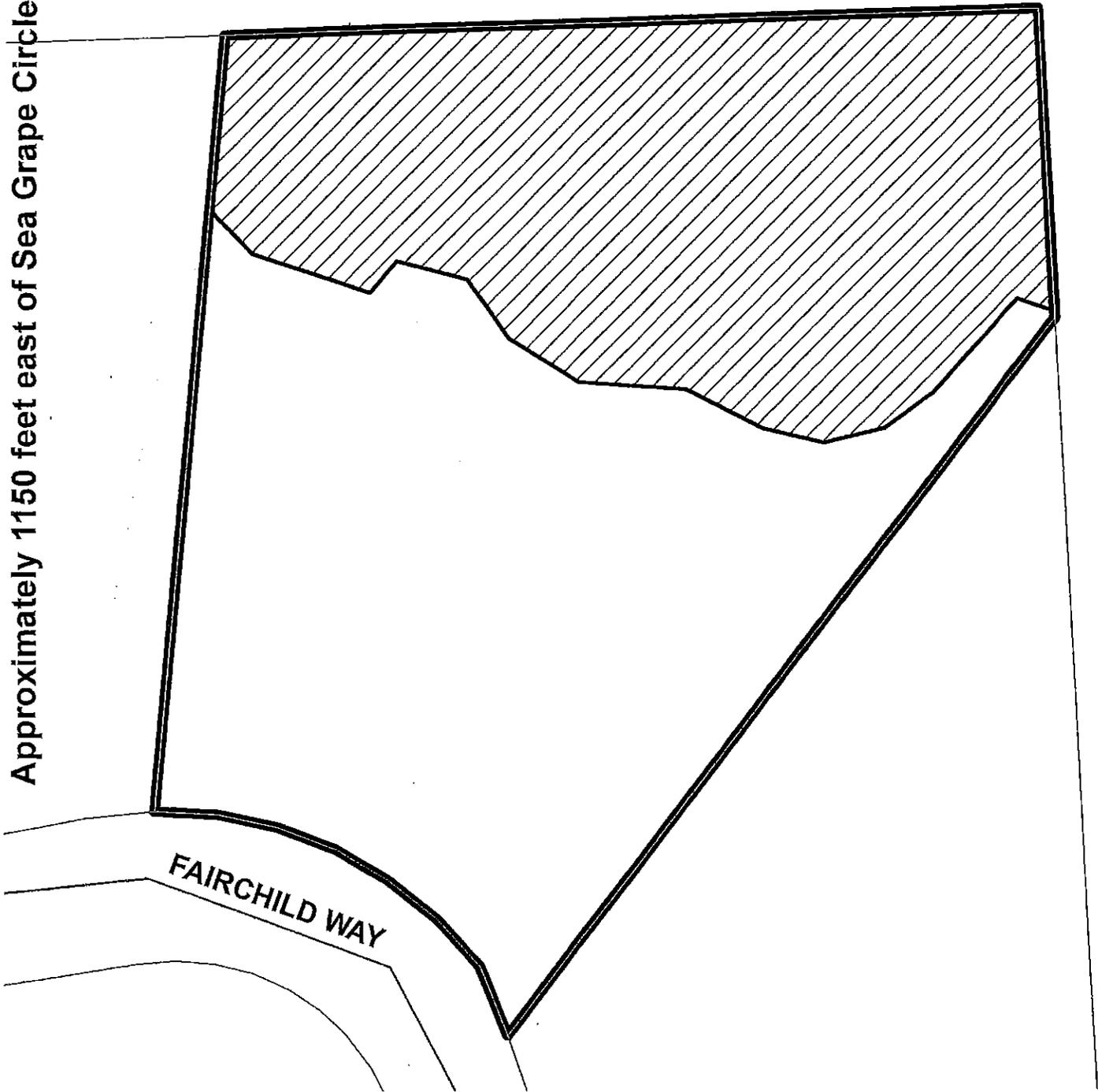
Property Address: 9979 FAIRCHILD WAY
CORAL GABLES, FLORIDA 33156

Legal description: LOT 2, BLOCK 6, SNAPPER CREEK LAKES
SUBDIVISION, ACCORDING TO THE PLAT
THEREOF, AS RECORDED IN PLAT BOOK 57, PAGE
86, OF THE PUBLIC RECORDS OF MIAMI-DADE
COUNTY FLORIDA

EXHIBIT B: EEL boundary of Charlotte Smiley property
Folio#: 03-5107-004-0780

Approximately 1150 feet east of Sea Grape Circle

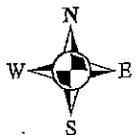
Approximately 500 feet west of Old Cutler Road



Legend

-  Parcels
-  All Streets
-  Smiley's Property Boundaries
-  EEL Covenanted Area: 0.69 acres

Map created
by L. Moreno
on 8/17/2016



SCALE: 1 inch = 50 feet

15

Exhibit C

Rockland Hammock Management Plan for Smiley Property

Location: 9979 Fairchild Way, Miami-Dade County, Florida.

Size: 1.75 acre parcel
0.69 acres qualify for an Environmentally Endangered Lands (EEL) covenant

Folio #: 03-5107-004-0780

Forest Type: Rockland hammock

Location

The property is located on the north side of Fairchild Way, approximately 500 feet west of Old Cutler Rd within the City of Coral Gables. The site is a developed residential lot located inside the urban development boundary (UDB) and is surrounded by single family home lots on the East, South and West and by a Girl Scout Council of Tropical Florida, Inc. owned property to the North.

Distance from nearest EEL/county-owned site: ~80 feet: Matheson Hammock.
Distance from nearest EEL covenant quality site: ~1500 feet: 9420 Old Cutler Rd.
Distance from nearest county-designated Natural Forest Community (NFC): ~0 feet from Girl Scout Council of Tropical Florida, Inc.

Property Information

The property is part of the Matheson Hammock Complex. Most of this rockland hammock complex is County designated Natural Forest Community (NFC), including the subject site. 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 rare State Endangered fern, *Asplenium dentatum* exists on this property and is found within a unique cave feature. The substrate and plant community found within the site makes it an ideal habitat for connecting natural areas with high biodiversity value.

Present Condition

The current biological condition of the site can be classified as very good. Prior to applying for renewal of the covenant, the property owner has maintained an EEL Covenant on the site since 1986. The managed 0.69 acre portion of the property contains less than 3% exotic plant species cover, reflecting the ongoing management activities undertaken by the property owner over the past 30 years. Rare plants found in the EEL preservation area include Marlberry (*Ardisia escallonioides*), Black ironwood (*Krugiodendron ferreum*) and Toothed spleenwort (*Asplenium dentatum*) (see plant list). The main threat to the qualifying portion of the site is the invasion of exotic plants from the adjoining Girl Scout property. Exotic vines, particularly Kudzu (*Pueraria montana*), are the biggest issues in regards to exotic plants.

Overall, native plant cover is very good but it could degrade if efforts to control exotic plants are not continued.

Conclusion

The maintenance of this property in the EEL covenant program represents a unique opportunity to preserve a privately owned portion of the Matheson Hammock Complex. Along with the other EEL covenanted property in the area, and the possibility that other properties in the area will be included in the program in the future, this is a step towards maintaining rare and unique plant habitat in an urban environment.

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 and increase native rockland hammock vegetation.
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. Eliminate exotic plant species from the hammock to achieve 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 25 square feet cover of any exotic plant species remains.
3. Control reproduction of all 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 1-10: Hand removal and herbicide treatment of exotic plant species (trees, vines, palms and ornamentals) within management areas is required by DERM. Plants shall be removed in such a way to preserve the populations of ferns in the solution holes on the property. 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. Exotic canopy plants shall be removed one at a time and light gaps shall be mitigated by physical (suspended screens) or biological measures (staging succession of non-native trees with native tree species). 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 light levels, microclimates, intact substrate and solution holes. Monitor rare fern populations found on site.

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 rare fern 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>Ardisia escallonioides</i>	marlberry	N
<i>Asplenium dentatum</i>	toothed spleenwort	N/ FL endangered
<i>Bursera simaruba</i>	Gumbo limbo	N
<i>Callicarpa americana</i>	Beauty berry	N
<i>Calyptanthes pallens</i>	Spice wood	N/ FL threatened
<i>Chrysophyllum oliviforme</i>	Satin leaf	N/ FL threatened
<i>Coccoloba diversifolia</i>	pigeon plum	N
<i>Dicanthelium commutatum</i>	Witchgrass	N
<i>Discorea bulbifera</i>	Air potato	E/ EPPC (I)
<i>Encyclia tampensis</i>	Butterfly orchid	N/ FL CE
<i>Eugenia axillaris</i>	white stopper	N
<i>Exothea paniculata</i>	Ink wood	N
<i>Ficus aurea</i>	strangler fig	N
<i>Hamelia patens</i>	firebush	N
<i>Galium hispidulum</i>	Bedstraw	N
<i>Jasminum fluminense</i>	Brazilian jasmine	E/ EPPC (I)
<i>Krugiodendron ferrum</i>	black ironwood	N
<i>Metopium toxiferum</i>	Poison wood	N
<i>Nephrolepis biserrata</i>	giant sword fern	N
<i>Ocotea coriacea</i>	lancewood	N
<i>Osplismenus hirtellus</i>	Basket grass	N
<i>Pathenocissus quinquefolia</i>	Virginia creeper	N
<i>Pleoppeltis polypodioides</i> var. <i>michauxi</i>	Resurrection fern	N
<i>Psychotria nervosa</i>	wild coffee	N
<i>Psychotria sulzneri</i>	Dull leaf coffee	N
<i>Pueraria montana</i>	Kudzu	E/ EPPC (I)
<i>Quercus virginiana</i>	Live oak	N
<i>Sabal palmetto</i>	Sabal palm	N
<i>Schinus terebinthifolius</i>	Brazilian pepper	E/ EPPC (I)
<i>Sideroxylon foetidissimum</i>	false mastic	N
<i>Simarouba glauca</i>	paradise tree	N
<i>Smilax auriculata</i>	Greenbrier	N
<i>Thelypteris kunthii</i>	Southern shield fern	N

<i>Tillandsia spp.</i>	Airplant	N
<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, Charlotte S Smiley hereby certify that I have read and understood this management plan, and agree to follow its management recommendations.

Charlotte S Smiley
SIGNATURE

Sept. 2, 2016
DATE

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

Karl Smiley MD
SIGNATURE

9/2/2016
DATE

ATTACHMENT B

THIS INSTRUMENT PREPARED BY:

James W. Kern

Mailing address:

15725 SW 188 Street

Miami, Florida 33187

COVENANT RUNNING WITH THE
LAND IN FAVOR OF MIAMI-DADE
COUNTY, FLORIDA, CONCERNING
ENVIRONMENTALLY ENDANGERED
LAND LOCATED AT 15725 SW 188
STREET, MIAMI-DADE COUNTY,
FLORIDA, CURRENTLY FOLIO # 30-
6905-000-0076.

WHEREAS, the undersigned Owner, James W. Kern, 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 2 day of September, 2016.

INDIVIDUAL

WITNESSES:

sign Nicole Arza

print Nicole Arza

sign [Signature]

print Brendan Fisher

sign _____

print _____

sign _____

print _____

OWNER(S):

sign [Signature]

print James W. Kern

Address 15725 SW 188 St, Miami, FL 33187

sign _____

print _____

Address _____

sign _____

print _____

Address _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 2 day of September, 2016, by James W. Kern, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign [Signature]

Print Alison Murray

State of Florida at Large (Seal)

My Commission Expires:



ALISON MURRAY
MY COMMISSION # FF 236922
EXPIRES: June 3, 2019
Bonded Thru Budget Notary Services

EXHIBIT A

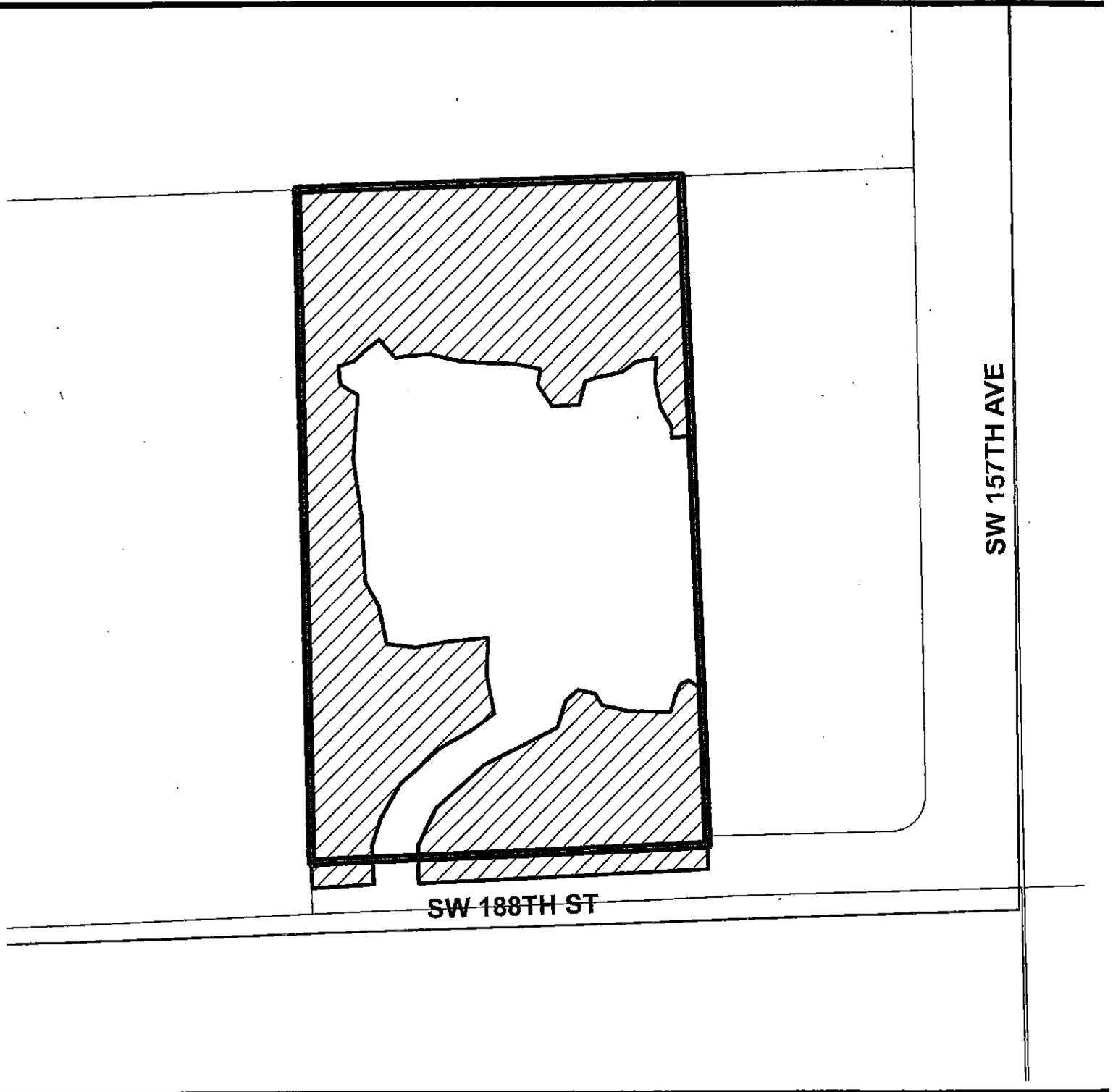
LEGAL DESCRIPTION

Folio Number: 30-6905-000-0076

Property Address: 15725 SW 188 STREET
MIAMI, FLORIDA 33187

Legal description: THE WEST 1177.92 FEET OF THE SOUTH 345.12 FEET OF THE SOUTH ½ OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 5, TOWNSHIP 56 SOUTH, RANGE 39 EAST, DADE COUNTY, FLORIDA, LESS THE WEST 991.44 FEET THEREOF. AS RECORDED IN PLAT BOOK 15949, PAGE 4829, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA

**EXHIBIT B: EEL boundary of James W. Kern property
Folio#: 30-6905-000-0076**



Legend

-  Parcels
-  All Streets
-  Kern's Property Boundaries
-  ELL Covenanted Area: 0.85 acres

Map created
by L. Moreno
on 8/26/2016



SCALE: 1 inch = 67 feet.

28

Exhibit C
Tropical Hardwood Hammock Management Plan
for James W. Kern

Location: 15725 SW 188 Street, Miami, Florida 33187

Size: 1.37 acres parcel
0.85 acres qualify for an Environmentally Endangered Lands (EEL) covenant.

Folio #: 30-6905-000-0076

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

Location

The property is located at 15725 SW 188 Street in Section 05 of Township 56 South, Range 39, outside the urban development boundary (UDB). It is situated on the north side of SW 188 Street and approximately 150 feet west of SW 157 Avenue.

- Distance from nearest EEL/county-owned site: ~7,500 feet from Quail Roost Pineland;
- Distance from nearest EEL covenanted site: ~4,300 feet to 16300 SW 184 Street (folio No. 30-6905-000-0200);
- Distance from nearest county-designated Natural Forest Community (NFC) site: adjacent (east of) 15755 SW 188 Street (Folio No. 30-6905-000-0075).

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 33, T56-R39-S05, parcel A. 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 fair to good. The native plant community is typical of a Rockland Hammock with remnants of Pine Rockland understory. The site has become dominated with hardwood trees, mostly due to fire suppression. The closed canopy formed by the hardwood trees accelerates the transition into rockland hammock, reducing plant biodiversity and favoring a hammock understory. The hardwood canopy 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*), Paradise Tree (*Simarouba glauca*), common snowberry (*Chiococca alba*), Florida Trema (*Trema micrantha*), 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 lebeck*), 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, eastern 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, if needed.
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 1-2: 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 3-10: 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)

Scientific Name	Common Name	Origin/Status
<i>Albizia lebeck</i>	woman's tongue	E / EPPC (I)
<i>Ardisia elliptica</i>	shoebutton ardisia	E / EPPC (I)
<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 uvifera</i>	sea grape	N
<i>Coccothrinax argentata</i>	silver palm	N
<i>Crotalaria pumila</i>	low rattlebox	N
<i>Ficus aurea</i>	strangler fig	N
<i>Ficus citrifolia</i>	shortleaf 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>Jasminum dichotomum</i>	Gold Coast jasmine	E / EPPC (I)
<i>Lantana involucrata</i>	Wild sage	N
<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>Psychotria nervosa</i>	wild coffee	N
<i>Pteridium aquilinum</i> var. <i>caudatum</i>	lacy bracken	N
<i>Euphorbia pinetorum</i>	pineland poinsettia	N/ FL endangered
<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>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 bustic	N

<i>Simarouba glauca</i>	paradise tree	N
<i>Smilax auriculata</i>	earleaf greenbrier	N
<i>Stachytarpheta jamaicensis</i>	porterweed	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>Vaccinium myrcinites</i>	shiny blueberry	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.**

MANAGEMENT PLAN AGREEMENT (must be signed by all owners)

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



 SIGNATURE

9/2/16

 DATE

ATTACHMENT C

THIS INSTRUMENT PREPARED BY:

JoAnna P. Murray

Harry Grafe Sr.

Elizabeth Grafe

23755 SW 142 Avenue

Miami, Florida 330332

COVENANT RUNNING WITH THE
LAND IN FAVOR OF MIAMI-DADE
COUNTY, FLORIDA, CONCERNING
ENVIRONMENTALLY ENDANGERED
LAND LOCATED AT 23755 SW 142
AVENUE MIAMI-DADE COUNTY,
FLORIDA, CURRENTLY FOLIO # 30-
6922-000-0071

WHEREAS, the undersigned Owners, JoAnna P. Murray, Harry Grafe Sr. and Elizabeth Grafe, hold 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 27 day of Sept, 2016.

INDIVIDUAL

WITNESSES:

sign [Signature]
print Herbert A Grafe
sign Rachel Grafe
print Rachel Grafe

sign [Signature]
print Herbert A Grafe
sign Rachel Grafe
print Rachel Grafe

sign [Signature]
print Herbert A Grafe
sign Rachel Grafe
print Rachel Grafe

OWNER(S):

sign Joanna P. Murray
print Joanna P. Murray
Address 23755 SW 142 Ave
Homestead, FL 33032

sign [Signature]
print Elizabeth Grafe
Address 23755 SW 142 Ave
Homestead, FL 33032

sign [Signature]
print Henry Grafe
Address 23755 SW 142 Ave
Homestead, FL 33032

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 27 day of Sept, 2016, by Joanna Murray, Elizabeth Grafe, Henry Grafe, who is personally known to me or who has produced FLDL M60435289530 as identification and who did take an oath.
FLDL G 610293589700
FLDL G 610373562400

NOTARY PUBLIC:

Sign [Signature]
Print MARIA P. Quigley
State of Florida at Large (Seal)
My Commission Expires:



EXHIBIT A

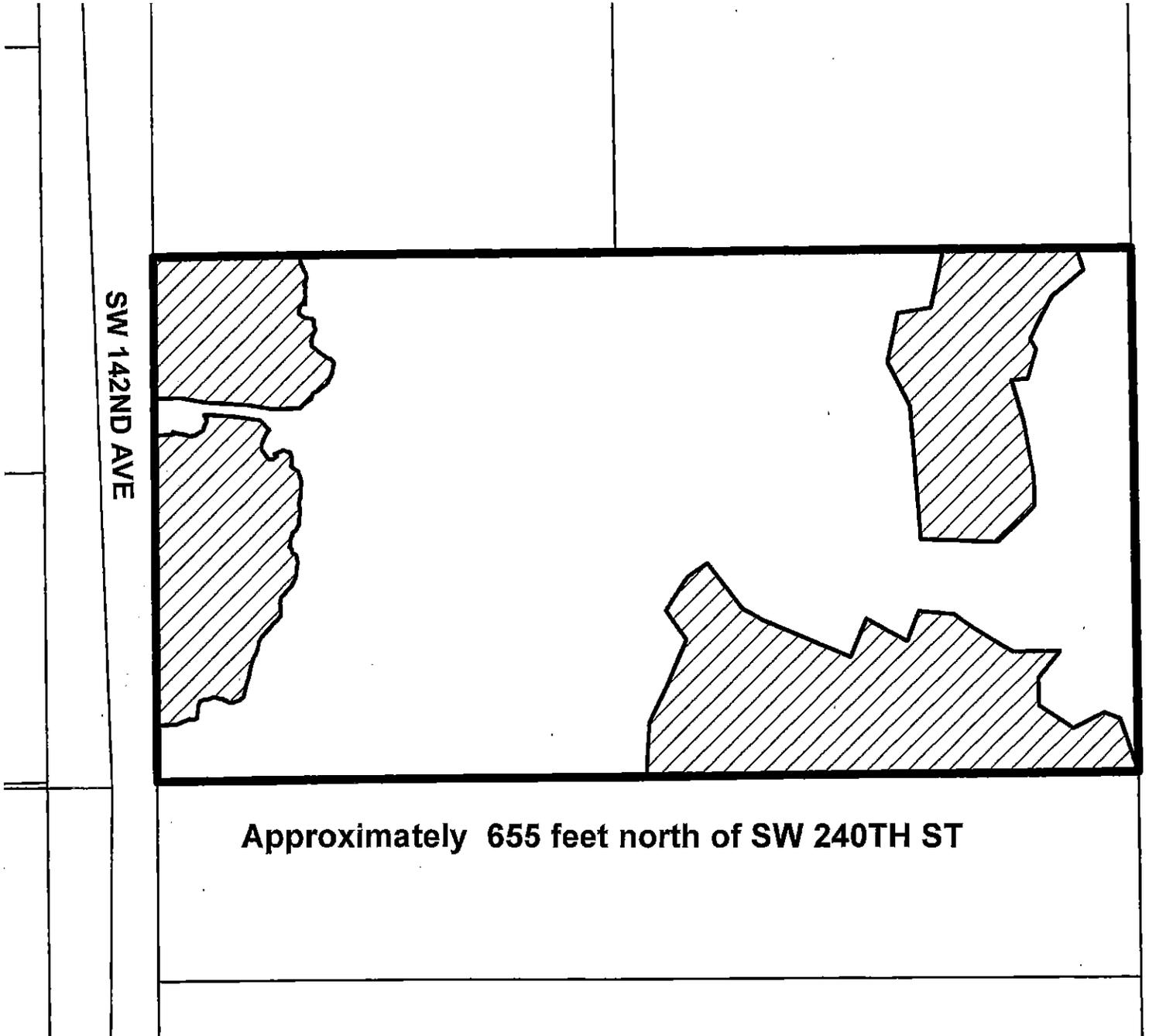
LEGAL DESCRIPTION

Folio Number: 30-6922-000-0071

Property Address: 23755 SW 142 Avenue
Miami Florida, 33032-2213

Legal description: THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE
SOUTHWEST 1/4 OF THE NORTHEAST 1/4 LESS
THE WEST 35 FEET, IN SECTION 22, TOWNSHIP 56
SOUTH, RANGE 39 EAST, LYING AND BEING IN
MIAMI-DADE COUNTY, FLORIDA.

**EXHIBIT B: EEL boundary of the property of Joanna P. Murray LE
Folio#: 30-6922-000-0071**



Legend

-  All Streets
-  Parcels
-  Murray's Property Boundaries
-  EEL Covenanted Area: 1.48 acres

Map created
by L. Moreno
on 9/23/2016



SCALE: 1 inch = 95 feet

44

Exhibit C
Pine Rockland Management Plan
For Joanna P. Murray, Harry & Elizabeth Grafe

Location: 23755 SW 142nd Avenue

Size: 4.71 acres total parcel/
1.48 acres of pine rockland/rockland hammock qualifies for an Environmentally Endangered Lands (EEL) covenant.

Folio #: 30-6922-000-0071

Forest Type: Pine rockland/Rockland Hammock

Location:

The site is located outside the urban development boundary (UDB) and is surrounded by residential properties. The property is located approximately 1,700 feet south of the Miami-Dade County owned Silver Palm Groves EEL site, which is a 25-acre parcel that contains NFC quality pine rockland and hammock communities. There are, in addition to the Silver Palm Groves preserve, several NFC designated private properties in the area.

Property Information:

The entire property is 4.71 acres, which contains approximately 0.55 acres of pine rockland and 0.93 acres of rockland hammock that qualify for an environmentally endangered lands covenant. This property was never designated as a natural forest community.

Pine rocklands were the dominant upland plant community in, occupying about 186,000 acres in the Miami Rockridge, a large limestone outcrop that extends south from the Miami River to the Everglades National Park. Because of its high elevation the Miami Rockridge was the first area to be impacted by development. The clearing of large tracts for development have now reduced pine rocklands to about 20,000 acres, most of which are now protected inside the Everglades National Park. The pine rockland community canopy is dominated almost exclusively by slash pines. Beneath this canopy lays a rich understory composed of grasses, sedges, palms, vines, and shrubs of temperate and tropical origin. The pine rockland community is South Florida's most floristically diverse plant community and includes several endemic species. A subclimatic community, pine rocklands have depended on fire to keep them from transitioning into hardwood hammocks. Fire exclusion has resulted in many formerly pine rockland properties to transition to hammock or become invaded by non-native invasive species causing a net loss of biodiversity loss and the extinction or near extinction of several plant species.

Present Condition:

The entrance into the property is located on the east side of SW 142nd Avenue, and consists of a dirt road that leads to a small circular driveway and parking area. The road divides the pine rockland area into two areas, one north and one south of the driveway. The pine rockland area is in fair condition with some medium sized slash pines dominating the canopy. The understory in this area is dominated by wedelia and native grasses. Rare plants such as coontie and Ruellia were observed in this area. This area also contains very large (> 6 foot tall) Silver palms that were rescued by the property owner from a nearby pine rockland site that was bulldozed.

The rear of the site contains early stage rockland hammock, dominated by Wild Tamarind trees. The trees contain populations of rare snails (*Liguus sp.* observed). This area was not include in the previous EEL Covenant (2006-2016) but does contain rare plant species such as Coral Bean and Krugg's Holly. This area can be easily managed by removing exotics vines and hardwoods.

The general condition of the hammock and pine rockland is overall fair. There are several adult slash pines (*Pinus elliottii* var. *densa*) trees growing in this property that were planted by the owner. The efforts of the owner during the 2006-2016 EEL Covenant period have resulted the establishment of substantial pine canopy. A few invasive exotics were observed throughout the site, (most were concentrated along the northern property boundary and on the NW corner of the property), including rosary pea (*Abrus precatorious*), jasmine vine (*Jasminum* spp.), Brazilian pepper (*Schinus terebinthifolius*) and woman's tongue (*Albizia lebbek*). The substrate of the area that qualifies for this covenant seems to have been disturbed in the past. This may require a continued effort to keep exotics out and the planting of some additional pineland plants in order to increase the biodiversity of the site.

Conclusion

Overall the pine rockland and hammock on this property is in fair condition. It is evident that the owners are making efforts to control invasive non-natives. Future management of this property will center on maintaining low levels of exotics, native vines, and enhancement plantings of pine rockland plants. Under natural condition fire would naturally thin out hardwoods. However, because of fire exclusion hand removal of hardwoods will be necessary in order to maintain the existing plant community. Although prescribed burns are usually recommended this may be unpractical or unattainable due to the property's size and location.

Ecological Goals for pine rockland:

1. Maintain open canopy to preserve herbaceous pine rockland plant species.
2. Plant native pine rocklands plants to increase the site's biodiversity.
3. Provide suitable habitat for native wildlife.
4. Eliminate invasive exotic species and encroaching native hardwoods throughout pineland.

Management Goals for pine rockland:

1. Reduce native and exotic vine cover throughout the property and thin the understory to promote and preserve herbaceous pine rockland plant species.
2. Increase site's biodiversity.
3. Eradicate all invasive exotic plant species from perimeter and prevent recolonization. Ensure that no more than ten (10) square feet of any exotic cover remains.
4. Prevent reproduction of exotic seeds on site within five (5) years.

Ecological Goals for hammock:

1. Maintain and increase 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.

Management Goals for hammock:

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 10 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 pine rockland and hammock:

Year 1-5: Hand removal and herbicide treatment of all invasive exotic species, including: Brazilian pepper, woman's tongue, and vines as recommended by DERM to achieve 3% or less exotic cover. Reduce mowing to eliminate unnecessary breaks in vegetation.

Pine rockland only: Selective hand removal of any small hardwood trees such as live oak, gumbo limbo and myrsine from the interior. Plant native plant rockland plants to increase site's biodiversity.

Year 6-10: Continue to eradicate exotic and invasive plants and vines. Retreat any resprouting or recolonizing invasive exotic plants. Maintain 3% or less exotic cover.

Pine rockland only: Thin out any hardwoods and plant pine tubelings and 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 pectoratorius</i>	Rosary-pea	E/EPPC (I)
<i>Acacia auriculiformis</i>	Earleaf acacia	E/EPPC (I)
<i>Acalypha chamaedrifolia</i>	Three-seeded mercury	N
<i>Andropogon spp.</i>	Bluestem	N
<i>Asclepias curassavica</i>	Scarlet milkweed	E
<i>Ayenia euphrasiifolia</i>	Eyebright ayenia	N
<i>Bidens alba var. radiata</i>	Spanish-needles	N
<i>Bursera simaruba</i>	Gumbo limbo	N
<i>Byrsonima lucida</i>	Locustberry	N/FL threatened
<i>Callicarpa americana</i>	Beautyberry	N
<i>Chiococca alba</i>	Snowberry	N
<i>Chromolaena odorata</i>	Jack-in-the-bush	N
<i>Chrysophyllum oliviforme</i>	satinleaf	N/FL threatened
<i>Cnidoscolus stimulosus</i>	Lovevine	N
<i>Coccothrinax argentata</i>	Florida silver palm	N/FL threatened
<i>Crossopetalum ilicifolium</i>	Quailberry	N/FL threatened
<i>Crotalaria spectabilis</i>	Showy rattlebox	E
<i>Erythrina herbacea</i>	Coralbean	N
<i>Euphorbia hypericifolia</i>	Graceful sandmat	N
<i>Exothea paniculata</i>	Inkwood	N
<i>Ficus aurea</i>	Strangler fig	N
<i>Foresteria segreagata</i>	Florida privet	N
<i>Guaiacum sanctum</i>	Lignumvitae	N/FL endangered
<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 (I)
<i>Lantana camara</i>	Shrubverbena	E/EPPC (I)
<i>Lantana depressa</i>	Pineland lantana	N/ FL endangered
<i>Lysiloma latisiliquum</i>	Wild tamarind	N
<i>Mahagoni swietenia</i>	Mahogany	N
<i>Metopium toxiferum</i>	Poisonwood	N
<i>Morinda royoc</i>	Mouse's pineapple	N
<i>Mucuna pruriens</i>	Cowitch	E

<i>Myrsine cubana</i>	Myrsine	N
<i>Neyraudia reynaudiana</i>	Burmareed	E/EPPC (I)
<i>Parthenocissus quinquefolia</i>	Virginia-creeper	N
<i>Passiflora suberosa</i>	Corkystem passionflower	N
<i>Persea americana</i>	Avocado	E
<i>Phyllanthus pentaphyllus</i>	Fivepetal leafflower	N
<i>Pinus elliottii</i> var. <i>densa</i>	South Florida slash pine	N
<i>Psychotria nervosa</i>	Wild coffee	N
<i>Pteridium caudatum</i>	Lacy bracken fern	N
<i>Quercus virginiana</i>	Live oak	N
<i>Randia aculeata</i>	White indigoberry	N
<i>Rhus copallinum</i>	Winged sumac	N
<i>Ruellia</i> sp.	Wild petuna	N
<i>Sabal palmetto</i>	Sabal palm	N
<i>Schinus terebinthifolius</i>	Brazilian pepper	E/ EPPC (I)
<i>Serenoa repens</i>	Saw palmetto	N
<i>Sideroxylon salicifolium</i>	Willow bustic	N
<i>Smilax auriculata</i>	Greenbriar	N
<i>Sphagneticola trilobata</i>	Creeping wedelia	E/EPPC (II)
<i>Sporobolus indicus</i>	Smutgrass	E
<i>Swietenia mahagoni</i>	Mahogany	N/FL threatened
<i>Thelypteris kunthii</i>	Southern shield fern	N
<i>Tillandsia fasciculate</i> var. <i>densispica</i>	Cardinal airplant	N
<i>Toxicodendron radicans</i>	Eastern poison-ivy	N
<i>Tradescantia spathacea</i>	Oysterplant	E/EPPC (II)
<i>Trema micrantha</i>	Florida trema	N
<i>Tripsacum dactyloides</i>	Pakahatchee grass	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 account for the highest percentage of overall biomass within the property.**

MANAGEMENT PLAN AGREEMENT

I, Joanna Murray, Elizabeth Grafe &
Harry Grafe, hereby certify that I have read and understood
this management plan, and agree to follow its management recommendations.

Joanna P. Murray
SIGNATURE

9-27-16
DATE

Elizabeth Grafe
SIGNATURE

9/27/16
DATE

Harry Grafe
SIGNATURE

9/27/16
DATE

ATTACHMENT D

THIS INSTRUMENT PREPARED BY:

Kevin T. Hagarman

Francene L. Hagarman

Mailing address:

19733 SW 300 Street

Miami, Florida 33030

COVENANT RUNNING WITH THE
LAND IN FAVOR OF MIAMI-DADE
COUNTY, FLORIDA, CONCERNING
ENVIRONMENTALLY ENDANGERED
LAND LOCATED AT 19733 SW 300
STREET, MIAMI-DADE COUNTY,
FLORIDA, CURRENTLY FOLIO # 30-
7810-000-0021.

WHEREAS, the undersigned Owners, Kevin T. and Francene L. Hagarman, hold 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 23 day of Sept., 2016.

INDIVIDUAL

WITNESSES:

sign Doreen M. DeMarco

print Doreen M. DeMarco

sign Ralph Jordan

print RALPH JORDAN

sign Doreen M. DeMarco

print Doreen M. DeMarco

sign Ralph Jordan

print RALPH JORDAN

OWNER(S):

sign Kevin T. Hagarman

print Kevin T. Hagarman

Address 19733 S.W. 300 St. Homestead, FL 33030

sign Francene Hagarman

print Francene Hagarman

Address 19733 S.W. 300 St. Homestead, FL 33030

sign _____

print _____

Address _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 23 day of Sept., 2016, by Kevin Fran Hagarman, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign Angie Strano Christensen

Print Angie Strano Christensen

State of Florida at Large (Seal)

My Commission Expires:



EXHIBIT A

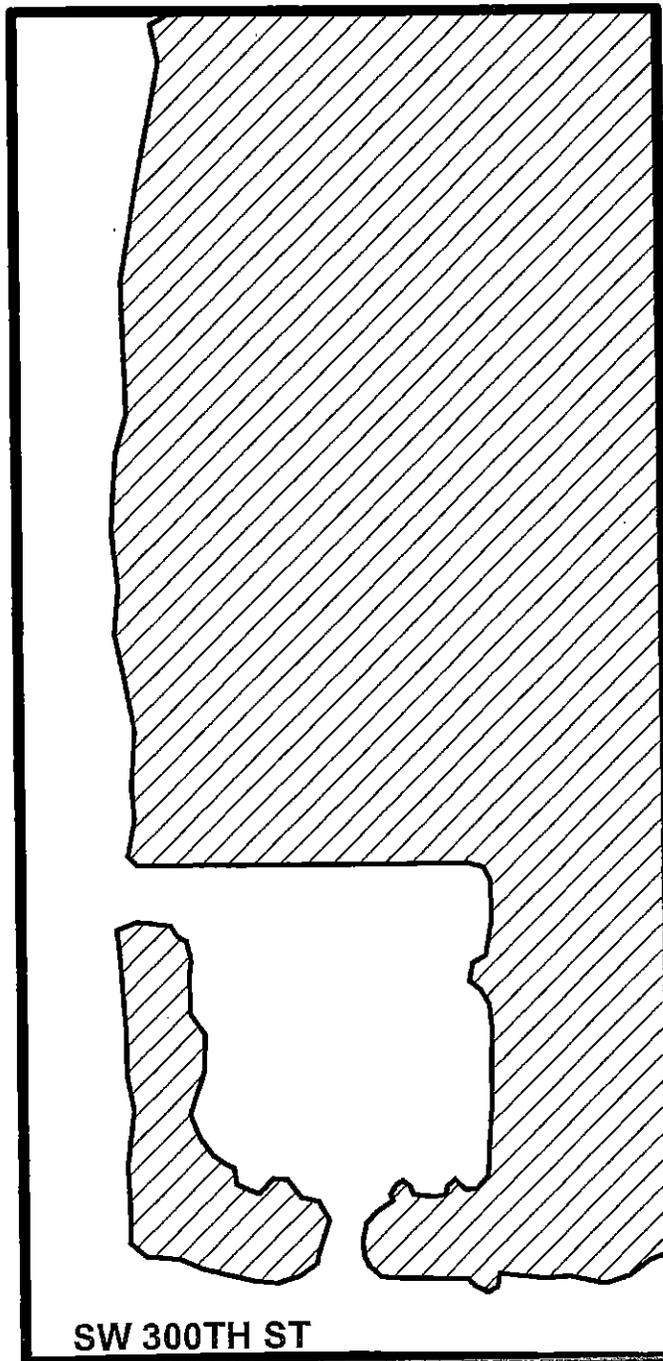
LEGAL DESCRIPTION

Folio Number: 30-7810-000-0021

Property Address: 19733 SW 300 STREET
MIAMI, FLORIDA 33030

Legal description: THE SOUTH $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF THE NE $\frac{1}{4}$ LESS
EAST 35 FEET FOR RIGHT-OF-WAY, OF SECTION 10,
TOWNSHIP 57 SOUTH, RANGE 38 EAST, SITUATED
IN MIAMI-DADE COUNTY, FLORIDA.

**EXHIBIT B: EEL boundary of Kevin and Francene Hagarman's property
Folio#: 30-7810-000-0021**



SW 197TH AVE

SW 300TH ST

Legend

- All Streets
- Hagarman's Property Boundaries
- ▨ EEL Covenanted Area: 3.28 acres

Map created
by L. Moreno
on 9/14/2016



SCALE: 1 inch = 95 feet

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Exhibit C
Pine Rockland Management Plan
for Kevin and Francene Hagarman

Location: 19733 SW 300th Street – Homestead, Florida 33030

Size: 4.47-acre parcel
3.28 acres qualify for an Environmentally Endangered Lands (EEL)
Covenant

Folio #: 30-7810-000-0021

Forest Type: Pine rockland

Location:

The site is located just outside the urban development boundary (UDB) on the northwest corner of SW 300th Street and 197nd Avenue. This property is surrounded by a patchwork of residential and agricultural lands. There are several significant natural forest communities in the immediacy of the site including the Miami-Dade County EEL Program owned and managed Fuchs' and Meissner Hammocks which total over 57 acres of natural forest community. The vacant parcel immediately north of the property also contains NFC.

Property Information:

The entire property is 4.47 acres, which contains 3.28 acres that qualify for an Environmentally Endangered Lands covenant. The existing plant community is a mostly undisturbed pine rockland.

Pine rocklands were at one time the dominant plant community in Miami-Dade County, occupying about 186,000 acres in the Miami Rockridge, a large limestone outcrop that extends south from the Miami River to the Everglades National Park. Because of its high elevation, the Miami Rockridge was the first area to be impacted by development. The clearing of large tracts for development have now reduced pine rocklands to about 20,000 acres, most of which are now protected inside the Everglades National Park. The pine rockland community canopy is dominated almost exclusively by slash pines. Beneath this canopy lays a rich understory composed of grasses, sedges, palms, vines, and shrubs of temperate and tropical origin. The pine rockland community is South Florida's most floristically diverse plant community and includes several endemic species. A subclimatic community, pine rocklands have depended on fire to keep them from transitioning into hardwood hammocks. Fire exclusion has resulted in many former pine rockland properties transitioning into hammock or to become invaded by non-native invasive species causing a net loss of biodiversity loss and the extinction or near extinction of several plant species.

Present Condition:

The property can be easily accessed from either SW 197th Avenue or SW 300th Street. The pineland is composed of one large piece (3.07 acres) that is uninterrupted, located north of a large cleared area where a house is currently under construction. A second smaller piece (0.21 acres) is located just west of the aforementioned area. Both areas are in good condition. The northern piece is in very good condition, containing large grassy areas interspersed with saw palmetto (*Serenoa repens*). Most of the plant species documented here came from this area including, several listed plants such as bastard copper leaf (*Acalypha chamaedrifolia*), ayenia (*Ayenia euphrasifolia*), locust berry (*Byrsonima lucida*), west Indian lilac (*Tetrazigia bicolor*), and pineland noseburn (*Tragia saxicola*) and pineland lantana (*Lantana depressa*). The owner has worked arduously to eradicate several non-native invasive species in this area including cane grass (*Neyraudia reynaudiana*), and Brazilian pepper (*Schinus terebinthifolius*). Several woman's tongue and Queensland umbrella tree seedlings and resprouts were observed along the northernmost portion of this area. The existence of a nearby seed source will require close monitoring and exotic control of this particular area and the rest of the property as well.

The smaller piece is also in good condition but is mostly dominated by native hardwoods such as live oak, gumbo limbo, and southern sumac. This smaller parcel is currently transitioning to hammock.

At the beginning of the first EEL Covenant only a few slash pines were documented at this site. During the ten years since the execution of the 2006 EEL Covenant the property owner has planted numerous slash pines. The site now contains various stages of slash pine canopy.

Conclusion

Overall the NFC pine rockland on this property is in very good condition. It is evident that the Hagarman's have made a great effort in controlling invasive non-natives. Future management of this property will center on maintaining the already existing low levels of exotics, native vines, and prescribed fire. Burning this site may be easy given the site's size and location, and surrounding uses, and it is highly recommended by DERM as a management tool that will thin hardwoods, prevent wildfires, and increase/maintain plant diversity.

Ecological Goals for pine rockland:

1. Maintain open canopy to preserve herbaceous pine rockland plant species.
2. Continue to plant slash pine tubelings to promote growth of uneven aged slash pine trees.
3. Provide suitable habitat for native wildlife.
4. Control invasive exotic species and encroaching native hardwoods throughout pineland.

Management Goals for pine rockland:

1. Reduce native and exotic vine cover throughout the property and thin the understory to promote and preserve herbaceous pine rockland plant species.
2. Eradicate all invasive exotic plant species and prevent re-colonization. Ensure that exotic cover remains at 3% or less.
3. Prevent reproduction of exotic seeds on site. DERM will periodically inspect property to ensure that management goals are achieved.

Management Techniques and Schedule for pine rockland:

Year 1-10: Hand removal and herbicide treatment of all invasive species and exotics including: Brazilian pepper, woman's tongue, and vines.
Selective hand removal of any small hardwood trees such as live oak, gumbo limbo and myrsine from the interior.
Planting of small pine seedlings.
Maintain firebreaks and perform prescribed burn if possible.

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 pectoratorius</i>	Rosary-pea	E/EPPC (I)
<i>Acalypha chamaedrifolia</i>	Three-seeded mercury	N
<i>Agalinis fasciculata</i>	Beach false foxglove	N
<i>Anemia adiantifolia</i>	Pineland fern	N
<i>Ayenia euphrasiifolia</i>	Eyebright ayenia	N
<i>Berlandiera subacaulis</i>	Florida green-eyes	N
<i>Bidens alba var. radiata</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>Cassytha filiformis</i>	Lovevine	N
<i>Centrosema virginianum</i>	Spurred butterfly-pea	N
<i>Chamaecrista deeringiana</i>	Deering partridge pea	N
<i>Chamaecrista nititans</i>	Sensitive pea	N
<i>Chiococca alba</i>	Snowberry	N
<i>Chiococca parviflora</i>	Pineland snowberry	N
<i>Coccothrinax argentata</i>	Florida silver palm	N/FL threatened
<i>Crossopetalum ilicifolium</i>	Quailberry	N/FL threatened
<i>Crotolaria pumila</i>	Low rattlebox	N
<i>Crotolaria spectabilis</i>	Showy rattlebox	E
<i>Croton linearis</i>	Pineland croton	N
<i>Desmodium incanum</i>	Beggar's tick	N
<i>Echites umbellatus</i>	Devil's potato	N
<i>Euphorbia hypericifolia</i>	Graceful sandmat	N
<i>Ficus aurea</i>	Strangler fig	N
<i>Foresteria segreagata</i>	Florida privet	N
<i>Galactia smallii</i>	Small's milkpea	N/FL endangered
<i>Galium hispidulum</i>	Bedstraw	N
<i>Guettarda scabra</i>	Rough velvetseed	N
<i>Ipomoea tenuissisima</i>	Rockland morningglory	N/FL endangered
<i>Jacquemontia curtissii</i>	Pineland clustervine	N/FL threatened
<i>Jasminum dichotomum</i>	Gold Coast jasmine	E/EPPC (I)

<i>Lantana depressa</i>	Pineland lantana	N/ FL endangered
<i>Macroptilium lathyroides</i>	Wild-bean	E
<i>Melanthera parvifolia</i>	Pineland blackanthers	N/ FL threatened
<i>Metopium toxiferum</i>	Poison wood	N
<i>Momordica charantia</i>	Balsampear	E/EPPC (II)
<i>Morinda royoc</i>	Mouse's pineapple	N
<i>Muhlenbergia capillaris</i>	Muhlygrass	N
<i>Myrica cerifera</i>	Wax myrtle	N
<i>Myrsine cubana</i>	Myrsine	N
<i>Neyraudia reynaudiana</i>	Burmareed	E/EPPC (I)
<i>Passiflora suberosa</i>	Corkstem passionflower	N
<i>Pinus elliottii</i> var. <i>densa</i>	South Florida slash pine	N
<i>Psychotria nervosa</i>	Wild coffee	N
<i>Pteridium caudatum</i>	Lacy bracken fern	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 colorata</i>	Starrush whitetop	N
<i>Sabal palmetto</i>	Sabal 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 bustic	N
<i>Smilax auriculata</i>	Greenbrier	N
<i>Solidago odora</i> var. <i>chapmanii</i>	Chapman's goldenrod	N
<i>Sorghastrum secundum</i>	Lopsided Indian grass	N
<i>Tetrazygia bicolor</i>	West Indian-lilac	N/ FL threatened
<i>Toxicodendron radicans</i>	Eastern poison-ivy	N
<i>Tragia saxicola</i>	Florida Keys noseburn	N/ FL threatened
<i>Trema micrantha</i>	Florida trema	N
<i>Vitis rotundifolia</i>	Muscadine grape	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.**

MANAGEMENT PLAN AGREEMENT (must be signed by all owners)

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

Fran Hagarman
SIGNATURE

9-23-16
DATE

Francene Hagarman
SIGNATURE

9/23/16
DATE

ATTACHMENT E

THIS INSTRUMENT PREPARED BY:

Oberlin Vidales

Raquel Vidales

Mailing address:

32601 SW 202nd Avenue

Homestead, Florida 33030

COVENANT RUNNING WITH THE
LAND IN FAVOR OF MIAMI-DADE
COUNTY, FLORIDA, CONCERNING
ENVIRONMENTALLY ENDANGERED
LAND LOCATED AT 32601 SW 202
AVENUE MIAMI-DADE COUNTY,
FLORIDA, CURRENTLY FOLIO # 30-
7815-000-0680

WHEREAS, the undersigned Owners, Oberlin Vidales and Raquel Vidales, hold 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 20th day of September, 2016.

INDIVIDUAL

WITNESSES:

sign [Signature]
print Angie Ramirez
sign [Signature]
print Elizabeth Diaz Iglesias
sign [Signature]
print Cynthia DeLuca
sign [Signature]
print Ashley Matthews

OWNER(S):

sign [Signature]
print OBERLIN VIDALES
Address 32601 SW 202nd AVE
sign Raquel Vidales
print Raquel Vidales
Address 32601 SW 202nd AVE
sign _____
print _____
Address _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 20th day of September, 2016, by OBerlin & Raquel Vidales who is personally known to me or who has produced FL DL V 342-640-63-334-0 as identification and who did take an oath.
FL DL V 342-720-66-671-0 exp 11/21

NOTARY PUBLIC:

Sign [Signature]

Print Nardia Rose
State of Florida at Large (Seal)
My Commission Expires: 06/02/20

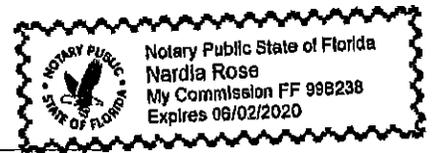


EXHIBIT A

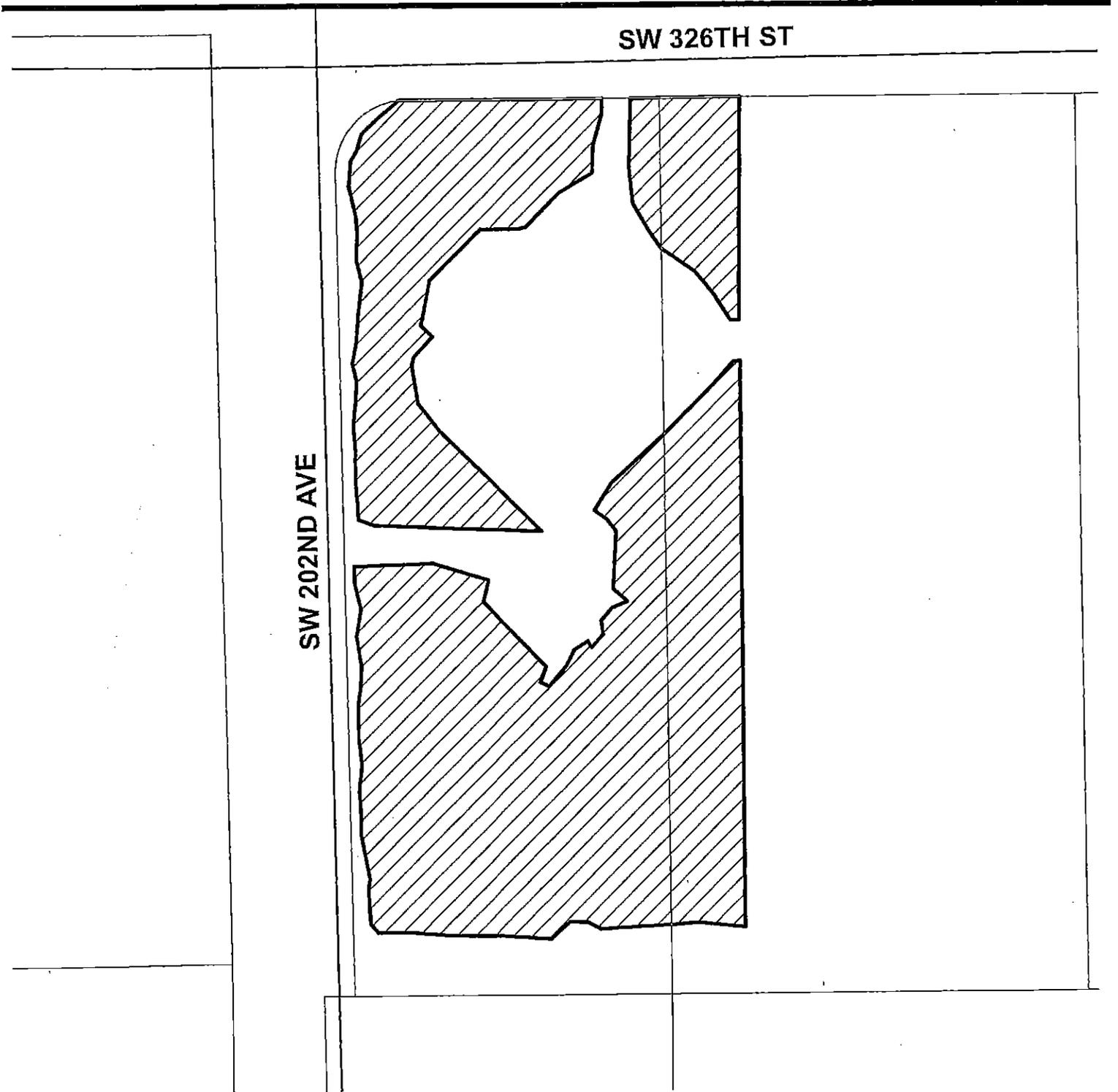
LEGAL DESCRIPTION

Folio Number: 30-7815-000-0680

Property Address: 32601 SW 202 AVENUE
MIAMI, FLORIDA 33030

Legal description: THE NW ¼ OF THE SW ¼ OF THE SW ¼ OF THE SE ¼, IN SECTION 15, TOWNSHIP 57 SOUTH, RANGE 38 EAST, LESS THE EAST 150 FEET THEREOF, THE SAME BEING SUBJECT TO AN EASEMENT OF 25 FEET ACROSS THE NORTH PART OF SAID LAND FOR USE BY THE GENERAL PUBLIC FOR STREET AND HIGHWAY PURPOSES, AND ALSO SUBJECT TO THE USE OF THE WEST 35 FEET THEREOF OR SUCH PORTION OF SAID 35 FEET AS IS NOW BEING USED BY THE COUNTY OF MIAMI-DADE AND STATE OF FLORIDA FOR HIGHWAY PURPOSES, THE SAID LAND SOMETIMES KNOWN AS TRACT 32 OF ALLIGATOR PLAN TWO, AN UNRECORDED PLAT.

EXHIBIT B: EEL boundary of Oberlin and Raquel Vidales' property
Folio#: 30-7815-000-0680



Legend



Parcels

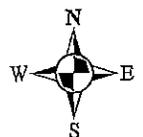


All Streets



EEL Covered Area: 0.66 acres

Map created
by L. Moreno
on 9/08/2016



SCALE: 1 inch = 50 feet

70

Exhibit C
Pine Rockland / Hardwood Hammock Management Plan
for Oberlin & Raquel Vidales

Location: 32601 SW 202nd Avenue, Miami, Florida 33030

Size: 1.07 acres total parcel/
0.66 acres of pine rockland qualifies for an Environmentally Endangered Lands (EEL) covenant.
All 0.66 acres are within a larger 1.07-acre area that was designated as Natural Forest Community (NFC) in 1984.

Folio #: 30-7815-000-0680

Forest Type: Pine rockland

Location:

The site is located outside the urban development boundary (UDB) on the southeast corner of SW 326th Street and 202nd Avenue. This property is surrounded by residential properties to the north and east. The residential parcel immediately south of the property contains NFC. The large tract of land to the west and northwest of the property is also currently being developed as a residential subdivision.

Property Information:

The entire property is 1.07 acres, which contains 0.66 acres that qualifies for an environmentally endangered lands covenant and is also County designated natural forest community (NFC) pine rockland.

Pine rocklands were the dominant plant community in Miami-Dade County, occupying about 186,000 acres on the Miami Rockridge, a large limestone outcrop that extends south from the Miami River to the Everglades National Park. Because of its high elevation, the Miami Rockridge was the first area to be impacted by development. The clearing of large tracts for development have now reduced pine rocklands to about 20,000 acres, most of which are now protected inside the Everglades National Park. The pine rockland community canopy is dominated almost exclusively by slash pines. Beneath this canopy lays a rich understory composed of grasses, sedges, palms, vines, and shrubs of temperate and tropical origin. The pine rockland community is South Florida's most floristically diverse plant community and includes several endemic species. A subclimatic community, pine rocklands have depended on fire to keep them from transitioning into hardwood hammocks. Fire exclusion has resulted in many formerly pine rockland properties to transition to hammock or become invaded by non-native invasive species causing a net loss of biodiversity and the extinction or near extinction of several plant species.

Present Condition:

The entrance into the property is located on the west side along SW 202nd Avenue, and consists of a paved driveway that leads to a parking area and a small garage. North of the driveway and south of the house structure is a fragmented pineland area of triangular shape that is currently transitioning to rockland hammock. The area of north and northeast of the house are pine rockland. These areas are in fair condition except for the northern portion along SW 326th Street which is dominated by native hardwoods. The areas directly east and south of the house are also pine rockland and are currently in fair condition. A small portion of the property directly east from the parking area contained a dense coverage of muscadine grapevine. Although native, this vine is a problem as it can shade out native herbaceous plants. Special attention must be made to control the spread of this vine and ultimately eliminate it.

The general condition of the property is overall fair. The pine rockland portion of the property is in fair condition. There are several adult slash pines (*Pinus elliottii* var. *densa*) trees growing in this property. In addition, the owner has planted numerous pine tublings throughout the property. This will create an unevenly aged stand. Saw palmetto (*Serenoa repens*) and cabbage palm (*Sabal palmetto*), and some hardwoods dominate the pineland understory. There are a few grassy open areas, resulting in low herbaceous plant diversity. Some native vines, mostly muscadine grapevine (*Vitis rotundifolia*) are covering large expanses of the property and are threatening to reduce the property's diversity. A few invasive exotics were observed throughout the site, (most were concentrated along the northern property boundary and on the NE corner of the property), including rosary pea (*Abrus precatorious*), jasmine vine (*Jasminum* spp.), Brazilian pepper (*Schinus terebinthifolius*) and woman's tongue (*Albizia lebbek*). Most of the substrate throughout the site seemed to be undisturbed as indicated by the presence of saw palmetto. Some small pockets seem to have been disturbed and need to be monitored carefully as these areas are generally more susceptible to be invaded by invasive exotics.

Conclusion

Overall the NFC pine rockland on this property is in fair condition. It is evident that the Vidales made a great effort in controlling invasive non-natives. Future management of this property will center on maintaining the already existing low levels of exotics, native vines, and reducing pioneering hardwoods. Under natural condition fire would naturally thin out hardwoods. However, because of fire exclusion hand removal of hardwoods will be necessary in order to maintain the existing plant community. Although prescribed burns are usually recommended this may be unpractical or unattainable due to the property's size and location.

Ecological Goals for pine rockland:

1. Maintain open canopy to preserve herbaceous pine rockland plant species.
2. Plants slash pine tublings and eventually promote growth of uneven aged slash pine trees.
3. Provide suitable habitat for native wildlife.
4. Eliminate invasive exotic species and encroaching native hardwoods throughout pineland.

Management Goals for pine rockland:

1. Reduce native and exotic vine cover throughout the property and thin the understory to promote and preserve herbaceous pine rockland plant species.
2. Eradicate all invasive exotic plant species from perimeter and prevent recolonization. Ensure that no more than ten (10) square feet of any exotic cover remains.
3. Prevent reproduction of exotic seeds on site within five (5) years. DERM will periodically inspect property to ensure that management goals are achieved.

Management Techniques and Schedule for pine rockland:

Year 1-10: Continue hand removal and herbicide treatments of all invasive species and exotics, including: Brazilian pepper, woman's tongue, and vines as recommended by DERM.
Selective hand removal of hardwood trees such as live oak, gumbo limbo and myrsine, from the interior.
Maintain firebreaks.

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 pectoratorius</i>	Rosary-pea	E/EPPC (I)
<i>Anemia adiantifolia</i>	Pineland fern	N
<i>Ardisia elliptica</i>	Shoe-button ardisia	E/EPPC (I)
<i>Bidens alba var. radiata</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>Chiococca parviflora</i>	Pineland snowberry	N
<i>Coccothrinax argentata</i>	Florida silver palm	N/FL threatened
<i>Crossopetalum ilicifolium</i>	Quailberry	N/ FL threatened
<i>Croton linearis</i>	Pineland croton	N
<i>Ficus citrifolia</i>	Shortleaf fig	N
<i>Foresteria segreagata</i>	Florida privet	N
<i>Galium hispidulum</i>	Bedstraw	N
<i>Guettarda scabra</i>	Rough velvetseed	N
<i>Jasminum dichotomum</i>	Gold Coast jasmine	E/EPPC (I)
<i>Lantana camara</i>	Shrubverbena	E/EPPC (I)
<i>Metopium toxiferrum</i>	Poison wood	N
<i>Momordica charantia</i>	Balsampear	E/EPPC (II)
<i>Morinda royoc</i>	Mouse's pineapple	N
<i>Myrica cerifera</i>	Wax myrtle	N
<i>Myrsine cubana</i>	Myrsine	N
<i>Neyraudia reynaudiana</i>	Burmareed	E/EPPC (I)
<i>Passiflora suberosa</i>	Corkystem passionflower	N
<i>Psychotria nervosa</i>	Wild coffee	N
<i>Pteridium caudatum</i>	Lacy bracken fern	N
<i>Quercus virginiana</i>	Live oak	N
<i>Randia aculeata</i>	White indigoberry	N
<i>Rhus copallinum</i>	Winged sumac	N
<i>Sabal palmetto</i>	Sabal palm	N
<i>Schefflera actnophylla</i>	Queensland umbrella tree	E/EPPC (I)
<i>Schinus terebinthifolius</i>	Brazilian pepper	E/EPPC (I)
<i>Serenoa repens</i>	Saw palmetto	N

<i>Smilax auriculata</i>	Greenbrier	N
<i>Tetrazygia bicolor</i>	West Indian-lilac	N/ FL threatened
<i>Toxicodendron radicans</i>	Eastern poison-ivy	N
<i>Vitis rotundifolia</i>	Muscadine grape	N

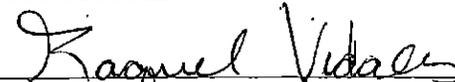
***Please note that this is not a complete plant species list. The list includes the plants that account for the highest percentage of overall biomass within the property.**

MANAGEMENT PLAN AGREEMENT (must be signed by all owners)

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


SIGNATURE

092016
DATE


SIGNATURE

9/20/16
DATE