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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 8(M)(2)

TO:	Honorable Chairman Jean Monestime and Members, Board of County Commissioners	**DATE:**	December 1, 2015
FROM:	Abigail Price-Williams County Attorney	**SUBJECT:**	Resolution accepting fourteen (14) Environmentally Endangered Lands Covenants in Miami-Dade County, Florida

Resolution No. R-1085-15

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

Abigail Price-Williams
County Attorney

APW/cp

Memorandum

MIAMI-DADE COUNTY

Date: December 1, 2015

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

From: Carlos A. Gimenez
Mayor

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

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

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

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

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

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

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

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

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

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

New Covenant

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

Renewal Covenants

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

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

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

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

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

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

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

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

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

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

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

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

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

Jack Osterholt
Deputy Mayor

MEMORANDUM

(Revised)

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

DATE: December 1, 2015

FROM: Abigail Price-Williams, County Attorney

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

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Statement of social equity required**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

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

RESOLUTION NO. R-1085-15

RESOLUTION ACCEPTING FOURTEEN (14) ENVIRONMENTALLY ENDANGERED LANDS COVENANTS IN MIAMI-DADE COUNTY, FLORIDA

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby accepts the attached covenants and, pursuant to Resolution No. R-974-09, hereby directs the County Mayor or the County Mayor's designee to record the aforementioned covenants accepted herein and applicable joinders by mortgagees in the Public Records of Miami-Dade County, Florida; and to provide recorded copies of the covenants accepted herein and applicable joinders to the Clerk of the Board within thirty (30) days of the effective date of this resolution; directs the Clerk of the Board to attach and permanently store recorded copies of the covenants and applicable joinders together with this resolution; and directs the County Mayor or the County Mayor's designee to forward certified copies of same to the Property Appraiser.

The foregoing resolution was offered by Commissioner **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **José "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman **aye**
Esteban L. Bovo, Jr., Vice Chairman **absent**

Bruno A. Barreiro	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Dennis C. Moss	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**aye**
Juan C. Zapata	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of December, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Abbie Schwaderer-Raurell

ATTACHMENT A

THIS INSTRUMENT PREPARED BY:
Orlando R. and Lizette M. De Armas
Mailing address:
17071 SW 266 Ter
Miami-Dade County, FL 33031

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

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

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

1. The EEL Preservation Area on the Property, as shown on the map attached hereto as Exhibit B and incorporated herein by reference, shall be maintained in its present natural state.

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

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

3. **County Inspection and Requests for Curative Action.** As further part of this Covenant, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, shall have the right, upon written notification to the, then, owner(s) of the Property, as reflected in the Property Appraiser's records, to inspect the Property at reasonable times to determine whether the Property is being maintained in the manner required by this Covenant. Should the County determine after such an inspection that some curative action on the Property is necessary in order to preserve the terms of this covenant, the County shall notify the then, owner(s) in writing by Certified Mail, return receipt requested, at the address of record from the Property Appraiser's office,, of the particular curative action required and the reasons therefor. The, then, owner(s) shall have the right to appeal such proposed curative action to the Board of County Commissioners by filing a written objection with the Clerk of the Board within thirty (30) days after receipt of written notification of said proposed curative action and the reasons therefor.

4. **Covenant Running with the Land.** This Covenant on the part of the Owner shall constitute a covenant running with the land and shall be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida, together with a certified copy of the

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

5. **Term.** This Covenant is to run with the land and shall be binding on all parties and all persons claiming under it for a period of ten (10) years from the date this Covenant is recorded, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Covenant has first been modified or released by Miami-Dade County.

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

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

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

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

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

9. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such additional rights, remedies or privileges.

10. **Severability.** Invalidation of any one of these provisions, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.

11. **Recording.** This Covenant, along with a certified copy of the resolution from the Board of County Commissioners accepting the Covenant, shall be filed of record in the public records of Miami-Dade County, Florida at the costs of the Owners after the effective date of the Board of County Commissioners' resolution accepting the Covenant. This Covenant shall become effective immediately upon recordation.

12. **Acceptance of Covenant.** Acceptance of this Covenant does not obligate the County in any manner, nor does it entitle the Owner to approval of any application, and the Board of County Commissioners and the County retain full power and authority to deny each such application in whole or in part.

13. **Owner.** The term Owner shall include the Owner, and its heirs, successors and assigns.

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

INDIVIDUAL

WITNESSES:

sign _____

print Karoline Rozon

sign _____

print MIRNA DIAZ

sign _____

print Maria Ayala

sign _____

print Jessica Castaneda.

OWNER(S):

sign _____

print Orlando de Armas

Address 17071 SW 266 Terra

sign _____

print Lizette de Armas

Address 17071 S.W. 266th Ter.

sign _____

print _____

Address _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

NOTARY PUBLIC:

Sign _____

Print HERMINE L TARAMONA

State of Florida at Large (Seal)

My Commission Expires:

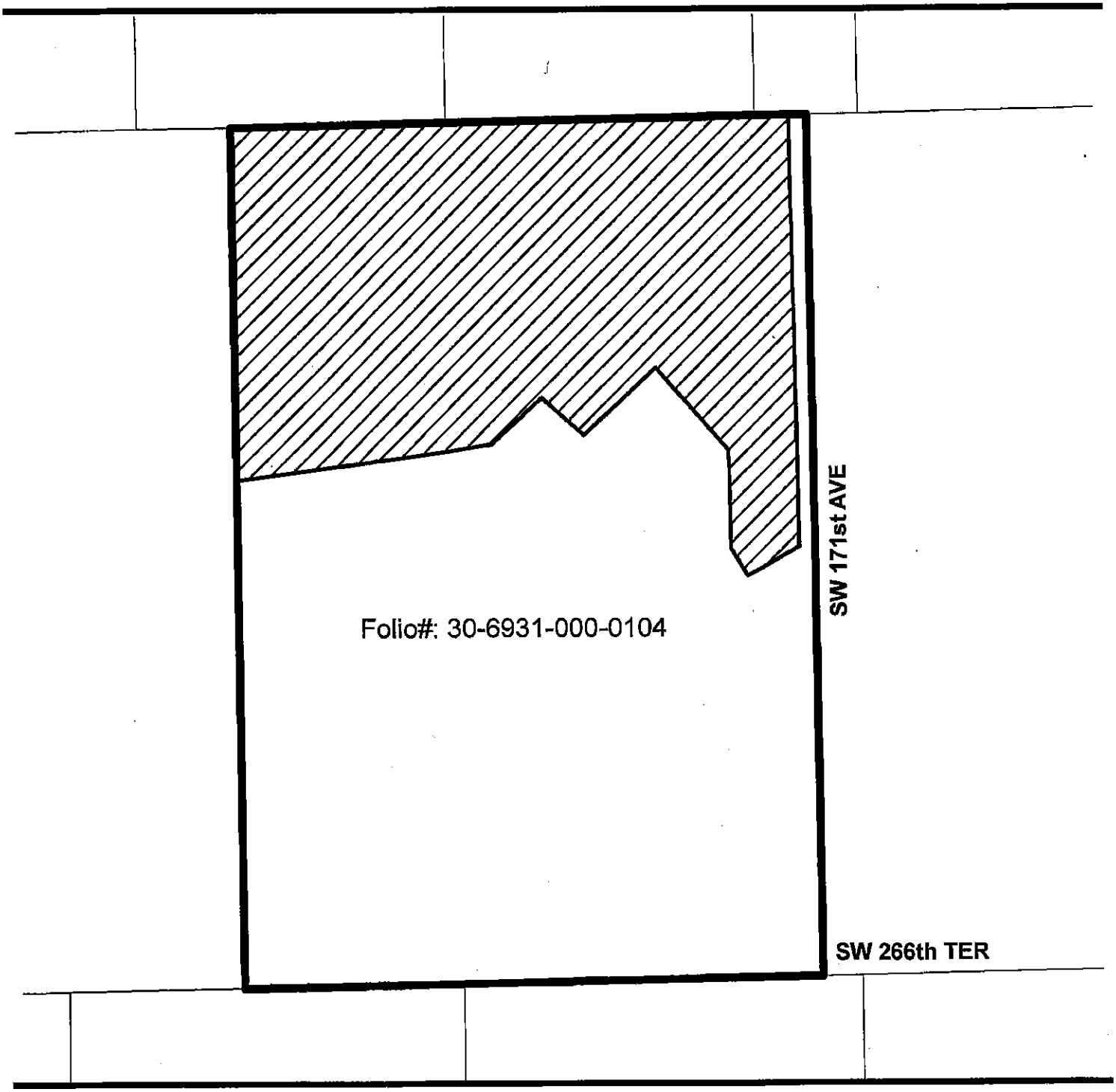
Notary Public State of Florida
Hermine L Taramona
My Commission FF 085209
Expires 01/29/2018

EXHIBIT A

LEGAL DESCRIPTION

Folio Number:	30-6931-000-0104
Property Address:	17071 SW 266 TER MIAMI-DADE COUNTY, FL 33031
Legal description:	SOUTH 415 FT. OF NORTH 750 FT. OF EAST 280 FT. OF WEST 560 FT. OF THE NW ¼ OF THE NE ¼ OF SECTION 31 TOWNSHIP 56 SOUTH, RANGE 39 EAST, LEST THE EAST AND SOUTH 25 FT. FOR ROAD RIGHT OF WAY.

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



Legend

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

Map created by
Luis Moreno
on 3/24/2015

SCALE: 1 inch = 67 feet

N
W E
S

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

Location: 17071 SW 266th TER, Miami-Dade County, Florida.

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

Folio #: 30-6931-000-0104

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

Location

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

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

Property Information

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

Rockland hammocks contain primarily broadleaf, mostly hardwood evergreen trees growing on outcrops of limestone. The closed canopy conditions typically found in hammocks creates a humid forest interior with low light levels. Under natural conditions this community is rarely subject to fire. Soils over the limestone bedrock are generally thin, composed of marl and/or siliceous sand and organic material. Hammocks are floristically rich and harbor some of Florida's rarest plants and serve also as habitat for a wide arrange of animal species.

Present Condition

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

Some exotic and invasive plant species were found on site. The most serious invasive plant species are Gold Coast jasmine (*Jasminum fluminense*) and Brazilian pepper (*Schinus terebinthifolius*), mainly along the perimeter. Additional invasive plant species include pothos vine (*Syngonium aureum*), woman's tongue (*Albizia lebbeck*), 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 was well as other natural areas in the EEL Covenant Program, provides other environmental benefits such as carbon sequestration, ground water recharging and storm water runoff reduction.

Ecological Goals

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

3. Provide habitat for native wildlife.

Management Goals

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

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

Management Techniques and Schedule

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

Year 1: Perform hand removal and herbicide treatment of all invasive plant species, including vines (non-native and native woody), from the preservation area. Interior invasive exotics should be treated first and then work be extended toward the perimeter. All exotic plant seedlings should be hand pulled if possible. Multiple follow up herbicide treatments may be needed for cut stumps. Non-native plant species attempting to recolonize will be removed by hand. Monitor planted area for the recruitment of native hardwood and herbaceous understory species and the establishment of planted species.

Year 2-3: Continue invasive exotic and ruderal plant/ vine control, making sure that the exotic cover is below 3%. Efforts should be concentrated to remove exotics located along the northern and western perimeter of the site. Treat any re-sprouting or recruiting invasive exotic plants with the appropriate herbicide. All exotic seedlings should be hand pulled if possible. Multiple herbicide treatments may be needed. Continue monitoring planted area for the recruitment of native hardwood and herbaceous understory species and the establishment of planted species.

Year 4-10: Continue to eradicate invasive exotic plants and maintain the site at less than 3% exotic plant cover. Continue monitoring hardwood and herbaceous understory regeneration and health. Control vines and monitor wildlife.

PLANT SPECIES LIST*

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

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

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

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

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

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

MANAGEMENT PLAN AGREEMENT (must be signed by all owners)

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

Orlando de A — 9/21/15

SIGNATURE DATE

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

SIGNATURE — 09/21/2015

SIGNATURE DATE

ATTACHMENT B

THIS INSTRUMENT PREPARED BY:
Alejandro Knoepffler
Mailing address:
9420 Old Cutler Road
Coral Gables, FL 33156

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

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

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

1. The EEL Preservation Area on the Property, as shown on the map attached hereto as Exhibit B and incorporated herein by reference, shall be maintained in its present natural state.

2. The EEL Preservation Area on the Property shall be and the same is hereby subject to the conservation restrictions set forth in Exhibit C, which is attached hereto and incorporated herein by reference, including, but not limited to, the requirement that the Owner, shall

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

3. **County Inspection and Requests for Curative Action.** As further part of this Covenant, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, shall have the right, upon written notification to the, then, owner(s) of the Property, as reflected in the Property Appraiser's records, to inspect the Property at reasonable times to determine whether the Property is being maintained in the manner required by this Covenant. Should the County determine after such an inspection that some curative action on the Property is necessary in order to preserve the terms of this covenant, the County shall notify the then, owner(s) in writing by Certified Mail, return receipt requested, at the address of record from the Property Appraiser's office,, of the particular curative action required and the reasons therefor. The, then, owner(s) shall have the right to appeal such proposed curative action to the Board of County Commissioners by filing a written objection with the Clerk of the Board within thirty (30) days after receipt of written notification of said proposed curative action and the reasons therefor.

4. **Covenant Running with the Land.** This Covenant on the part of the Owner shall constitute a covenant running with the land and shall be recorded, at Owner's expense, in

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

5. Term. This Covenant is to run with the land and shall be binding on all parties and all persons claiming under it for a period of ten (10) years from the date this Covenant is recorded, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Covenant has first been modified or released by Miami-Dade County.

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

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

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

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

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

9. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such additional rights, remedies or privileges.

10. **Severability.** Invalidation of any one of these provisions, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.

11. **Recording.** This Covenant, along with a certified copy of the resolution from the Board of County Commissioners accepting the Covenant, shall be filed of record in the public records of Miami-Dade County, Florida at the costs of the Owners after the effective date of the Board of County Commissioners' resolution accepting the Covenant. This Covenant shall become effective immediately upon recordation.

12. **Acceptance of Covenant.** Acceptance of this Covenant does not obligate the County in any manner, nor does it entitle the Owner to approval of any application, and the Board of County Commissioners and the County retain full power and authority to deny each such application in whole or in part.

13. **Owner.** The term Owner shall include the Owner, and its heirs, successors and assigns.

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

INDIVIDUAL

WITNESSES:

sign _____

print GREGORY ANDERSON

sign _____

print GHESLAINE MARTICH

sign _____

print _____

sign _____

print _____

OWNER(S):

sign _____

print ALEJANDRO KNOEPFFLER

Address 9420 OLD CUTLER ROAD, CORAL GABLES, FL 33156 (P/T 10/14)

sign _____

print _____

Address _____

sign _____

print _____

Address _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

NOTARY PUBLIC:

Sign _____

Print Merri Wolfenstein

State of Florida at Large (Seal)

My Commission Expires:

MERRI WOLFENSTEIN
Commission # EE 200879
Expires August 25, 2016
Bonded Thru Troy Fain Insurance 800-385-7019

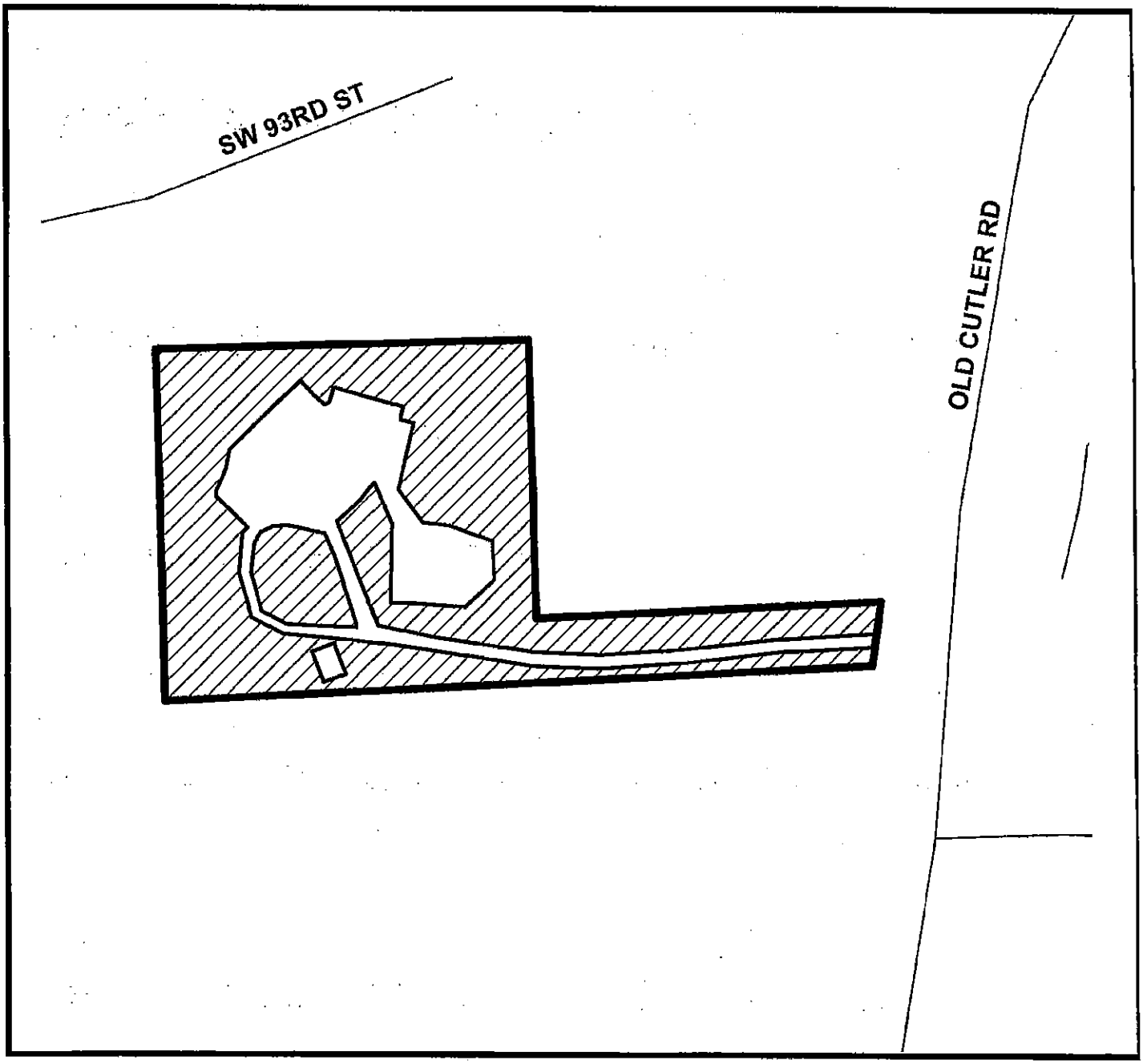
EXHIBIT A

LEGAL DESCRIPTION

Folio Number:	03-5106-005-0080
Property Address:	9420 OLD CUTLER RD CORAL GABLES, FL 33156
Legal description:	THE SOUTH 266.49 FEET OF THE NORTH 816.49 FEET OF THE WEST 292.71 FEET OF TRACT 1, AMENDED PLAT OF JOURNEY'S END, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 34, PAGE 89, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. AND THE SOUTH 50.0 FEET OF THE NORTH 816.49 FEET LESS THE WEST 292.71 FEET OF TRACT 1, AMENDED PLAT OF JOURNEY'S END, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 34, PAGE 89, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS THE FOLLOWING DESCRIBED PARCEL: BEGIN AT INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF OLD CUTLER ROAD (INGRAHAM HIGHWAY), WITH THE SOUTH BOUNDARY LINE OF THE SOUTH 50.0 FEET OF THE NORTH 816.49 FEET OF TRACT 1 OF AMENDED PLAT OF JOURNEY'S END, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 34, PAGE 89, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH 25° 15' 10" EAST ALONG THE WEST RIGHT -OF-WAY LINE OF OLD CULTER ROAD FOR A DISTANCE OF 56.29 FEET TO THE POINT OF INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF OLD CUTLER ROAD AND THE NORTH BOUNDARY LINE OF THE SAID SOUTH 50.0 FEET OF THE NORTH 816.49 FEET OF SAID TRACT 1; THENCE RUN SOUTH 87° 53' 57" WEST ALONG THE NORTH BOUNDARY LINE OF THE SAID SOUTH 50.0 FEET OF THE NORTH 816.49 FEET OF SAID TRACT 1 FOR A DISTANCE OF 61.34 FEET; THENCE RUN SOUTH 07° 17' 55" WEST FOR A

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

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



Legend

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

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

SCALE: 1 inch = 104 feet

N
W E
S

Exhibit C
Rockland Hammock Management Plan for Knoepffler

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

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

Folio #: 03-5106-005-0080

Forest Type: Rockland hammock

Location

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

Distance from nearest EEL/county-owned site: ~0.00 feet (adjacent) to Matheson Hammock
Distance from nearest EEL covenant site: ~7800 feet to 6200 SW 106 St
Distance from nearest county-designated Natural Forest Community (NFC): ~0.00 feet (adjacent) to Matheson Hammock

Property Information

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

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

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

Present Condition

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

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

Conclusion

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

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

Ecological Goals

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

Management Goals

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

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

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

Management Techniques and Schedule for Rockland Hammock

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

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

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

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

PLANT SPECIES LIST*

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

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

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

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

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

MANAGEMENT PLAN AGREEMENT (must be signed by all owners)

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

Alejandro Knoepfler
SIGNATURE

9/25/15
DATE

ATTACHMENT C

THIS INSTRUMENT PREPARED BY:
Jeffrey P. and Liliana C. Agron
Mailing address:
6545 SW 133 DR
Pinecrest, FL 33156

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

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

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

1. The EEL Preservation Area on the Property, as shown on the map attached hereto as Exhibit B and incorporated herein by reference, shall be maintained in its present natural state.

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

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

3. **County Inspection and Requests for Curative Action.** As further part of this Covenant, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, shall have the right, upon written notification to the, then, owner(s) of the Property, as reflected in the Property Appraiser's records, to inspect the Property at reasonable times to determine whether the Property is being maintained in the manner required by this Covenant. Should the County determine after such an inspection that some curative action on the Property is necessary in order to preserve the terms of this covenant, the County shall notify the then, owner(s) in writing by Certified Mail, return receipt requested, at the address of record from the Property Appraiser's office,, of the particular curative action required and the reasons therefor. The, then, owner(s) shall have the right to appeal such proposed curative action to the Board of County Commissioners by filing a written objection with the Clerk of the Board within thirty (30) days after receipt of written notification of said proposed curative action and the reasons therefor.

4. **Covenant Running with the Land.** This Covenant on the part of the Owner shall constitute a covenant running with the land and shall be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida, together with a certified copy of the

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

5. **Term.** This Covenant is to run with the land and shall be binding on all parties and all persons claiming under it for a period of ten (10) years from the date this Covenant is recorded, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Covenant has first been modified or released by Miami-Dade County.

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

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

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

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

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

9. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such additional rights, remedies or privileges.

10. **Severability.** Invalidation of any one of these provisions, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.

11. **Recording.** This Covenant, along with a certified copy of the resolution from the Board of County Commissioners accepting the Covenant, shall be filed of record in the public records of Miami-Dade County, Florida at the costs of the Owners after the effective date of the Board of County Commissioners' resolution accepting the Covenant. This Covenant shall become effective immediately upon recordation.

12. **Acceptance of Covenant.** Acceptance of this Covenant does not obligate the County in any manner, nor does it entitle the Owner to approval of any application, and the Board of County Commissioners and the County retain full power and authority to deny each such application in whole or in part.

13. **Owner.** The term Owner shall include the Owner, and its heirs, successors and assigns.

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

INDIVIDUAL

WITNESSES:

sign _____

print Ginny Ruiz

sign _____

print Vivianne Amador

sign _____

print Ginny Ruiz

sign _____

print Vivianne Amador

OWNER(S):

sign _____

print JEFFREY P. AGRAN

Address 6545 SW 133 Dr. Pinecrest FL 33156

sign _____

print Liliana C. Agran

Address 6545 SW 133 Dr, Pinecrest FL 33156

sign _____

print _____

Address _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 21st day of October, 2015, by Jeffrey P. Agran & Liliana C. Agran, who is personally known to me ~~or who has produced _____~~ as identification and who did take an oath.

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

NOTARY PUBLIC:

Sign _____

Print Aracelia Pupo

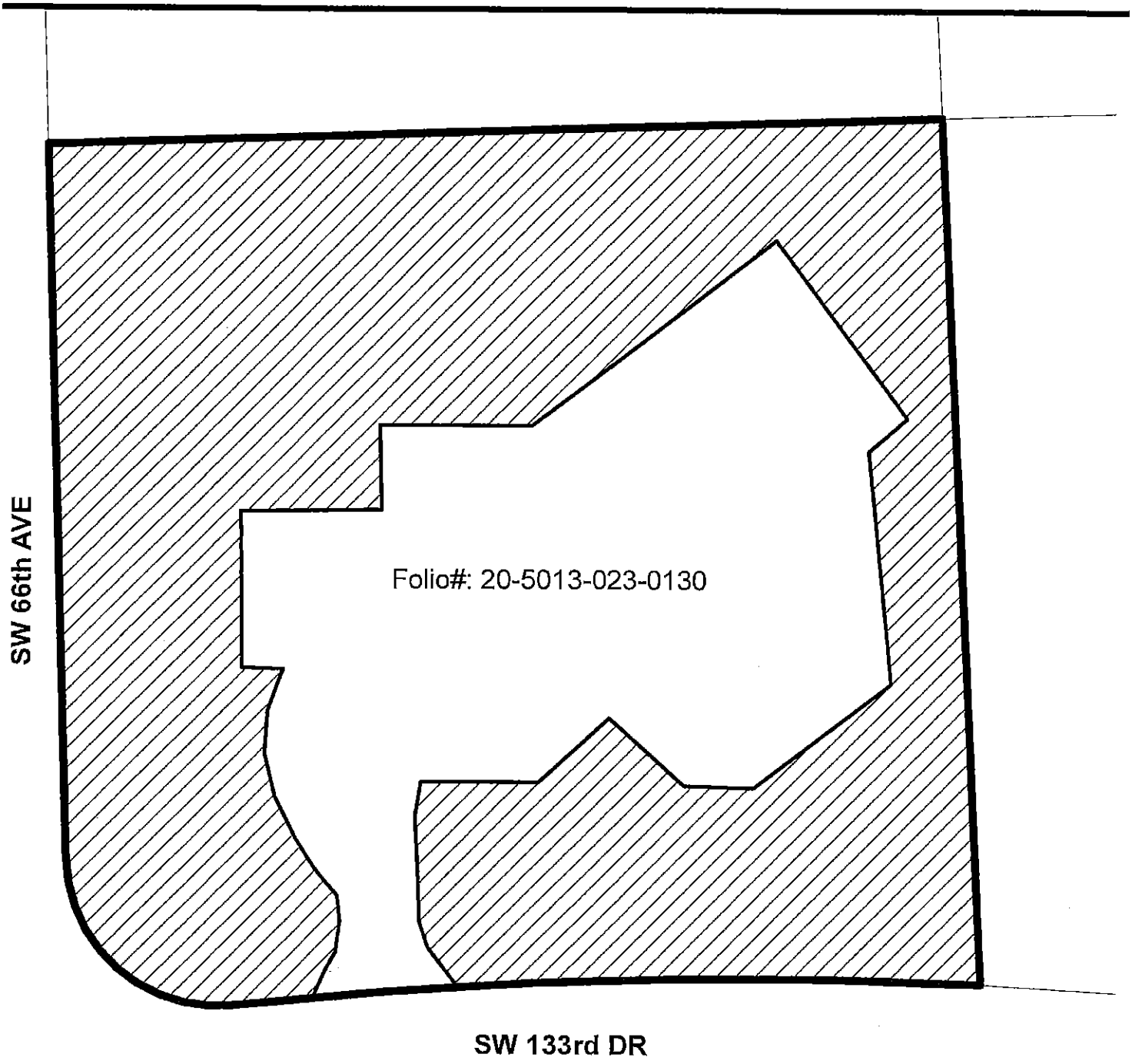
State of Florida at Large (Seal)
My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION

Folio Number:	20-5013-023-0130
Property Address:	6545 SW 133 DR PINECREST, FL 33156
Legal description:	LOT 10, IN BLOCK 2, OF DEVONWOOD, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 75, AT PAGE 50, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

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



Legend

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

Map created by
Luis Moreno
on 7/02/2015

SCALE: 1 inch = 25 feet

N
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S

Exhibit C

Rockland Hammock Management Plan for Agron

Location: 6545 SW 133rd Drive, Miami-Dade County, Florida.

Size: 0.56 acre parcel
0.36 acre qualify for an Environmentally Endangered Lands (EEL) covenant

Folio #: 20-5013-023-0130

Forest Type: Rockland hammock

Location

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

Distance from nearest EEL/county-owned site: ~4,700 feet Ludlam Pineland
Distance from nearest EEL covenant site: ~390 feet to 6540 SW 134 Drive
Distance from nearest county-designated Natural Forest Community (NFC): ~1,900 feet from USDA Pine Rockland.

Property Information

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

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

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

Present Condition

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

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

Conclusion

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

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

Ecological Goals

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

Management Goals

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

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

Management Techniques and Schedule for Rockland Hammock

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

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

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

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

PLANT SPECIES LIST*

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

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

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

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

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

MANAGEMENT PLAN AGREEMENT (must be signed by all owners)

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

Jeffrey P. Agron
SIGNATURE

10-21-15
DATE

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

Liliana C. Agron
SIGNATURE

10-21-15
DATE

ATTACHMENT D

THIS INSTRUMENT PREPARED BY:
Ricardo F. and Virginia L. Arnaldo
Mailing address:
25005 SW 197 Ave
Miami-Dade County, Fl 33031

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

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

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

1. The EEL Preservation Area on the Property, as shown on the map attached hereto as Exhibit B and incorporated herein by reference, shall be maintained in its present natural state.

2. The EEL Preservation Area on the Property shall be and the same is hereby subject to the conservation restrictions set forth in Exhibit C, which is attached hereto and incorporated herein by reference, including, but not limited to, the requirement that the Owner, shall

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

3. **County Inspection and Requests for Curative Action.** As further part of this Covenant, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, shall have the right, upon written notification to the, then, owner(s) of the Property, as reflected in the Property Appraiser's records, to inspect the Property at reasonable times to determine whether the Property is being maintained in the manner required by this Covenant. Should the County determine after such an inspection that some curative action on the Property is necessary in order to preserve the terms of this covenant, the County shall notify the then, owner(s) in writing by Certified Mail, return receipt requested, at the address of record from the Property Appraiser's office,, of the particular curative action required and the reasons therefor. The, then, owner(s) shall have the right to appeal such proposed curative action to the Board of County Commissioners by filing a written objection with the Clerk of the Board within thirty (30) days after receipt of written notification of said proposed curative action and the reasons therefor.

4. **Covenant Running with the Land.** This Covenant on the part of the Owner shall constitute a covenant running with the land and shall be recorded, at Owner's expense, in

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

5. **Term.** This Covenant is to run with the land and shall be binding on all parties and all persons claiming under it for a period of ten (10) years from the date this Covenant is recorded, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Covenant has first been modified or released by Miami-Dade County.

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

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

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

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

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

9. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such additional rights, remedies or privileges.

10. **Severability.** Invalidation of any one of these provisions, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.

11. **Recording.** This Covenant, along with a certified copy of the resolution from the Board of County Commissioners accepting the Covenant, shall be filed of record in the public records of Miami-Dade County, Florida at the costs of the Owners after the effective date of the Board of County Commissioners' resolution accepting the Covenant. This Covenant shall become effective immediately upon recordation.

12. **Acceptance of Covenant.** Acceptance of this Covenant does not obligate the County in any manner, nor does it entitle the Owner to approval of any application, and the Board of County Commissioners and the County retain full power and authority to deny each such application in whole or in part.

13. **Owner.** The term Owner shall include the Owner, and its heirs, successors and assigns.

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

INDIVIDUAL

WITNESSES:

sign _____

print Gilbert Cebero

sign _____

print _____

sign _____

print Gilbert Cebero

sign _____

print _____

OWNER(S):

sign _____

print R. F. Arnaldo

Address 25005 SW 197 Av

sign _____

print V. Sward

Address 25005 SW 197 Av

sign —

print —

Address —

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

NOTARY PUBLIC:

Sign _____

Print Angelita Ramirez

State of Florida at Large (Seal)

My Commission Expires: 9-9-18

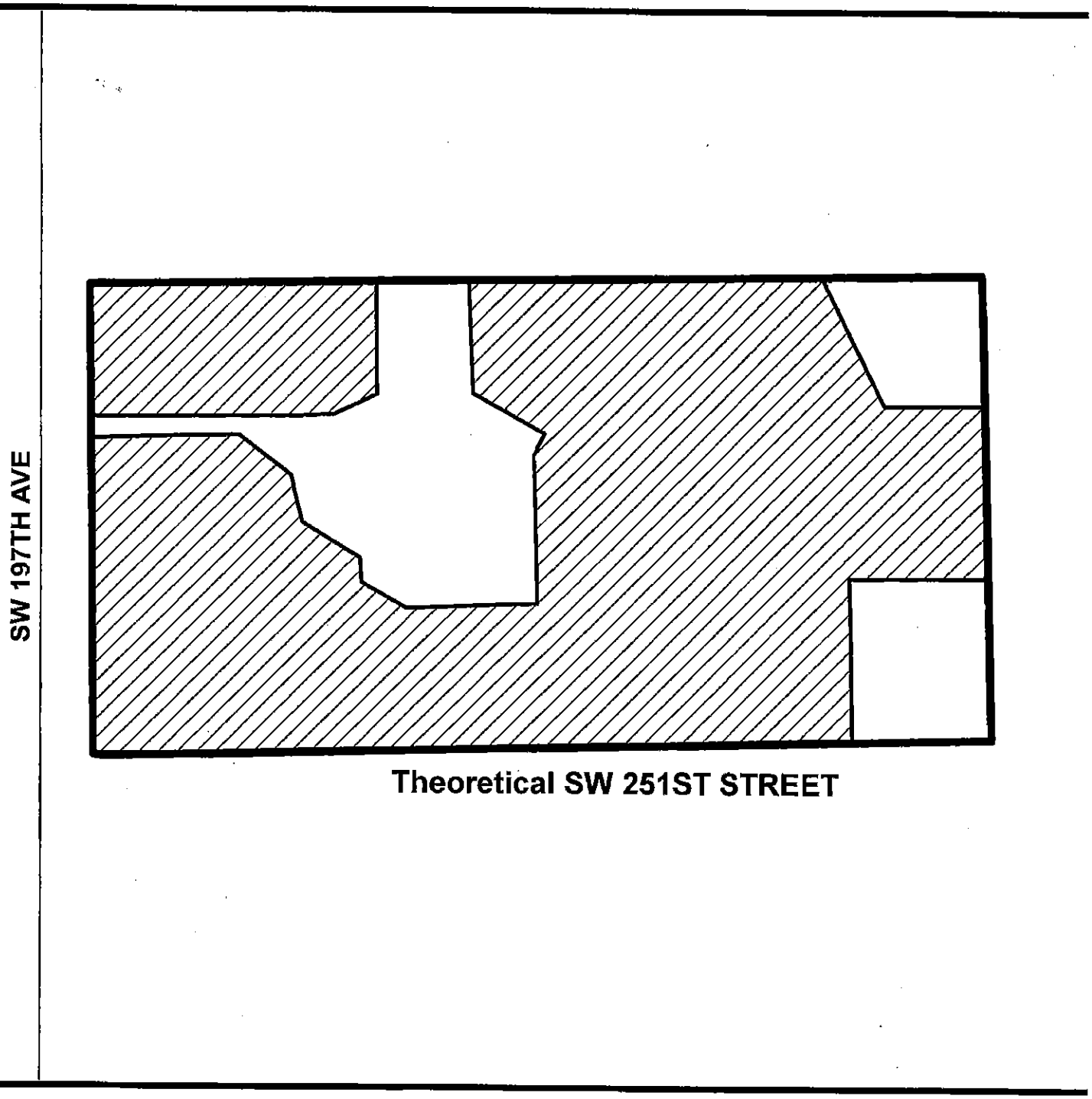
Notary Public State of Florida
Angelita Ramirez
My Commission FF 155224
Expires 09/09/2018

EXHIBIT A

LEGAL DESCRIPTION

Folio Number:	30-6826-000-0240
Property Address:	25005 SW 197 AVE MIAMI-DADE COUNTY, FL 33031
Legal description:	THE NORTH ½ OF THE SW ¼ OF THE NW ¼ OF THE NW ¼ OF SECTION 26, TOWNSHIP 56 SOUTH, RANGE 38 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA, LESS THE WEST 35 FEET FOR ROAD.

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



Legend

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

Map created on 9/10/2015

N
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SCALE: 1 inch = 98 feet

Exhibit C

Pine Rockland Management Plan for Arnaldo Property

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

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

Folio #: 30-6826-000-0240

Forest Type: Pine Rockland

Location

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

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

Property Information

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

Pine rocklands were once South Florida's dominant plant community, occupying about 186,000 acres along the Miami rock ridge, which is a large limestone outcropping that extends south from the Miami River to Everglades National Park. Because of its high elevation, the Miami rock ridge was the first area to be impacted by development. The clearing of large tracts for development has now reduced pine rocklands to about 20,000 acres, most of which are now protected inside Everglades National Park. The pine rockland canopy is dominated almost exclusively by slash pines. Beneath this canopy lays a rich understory composed of grasses, sedges, palms, vines, shrubs and wildflowers

of temperate and tropical origin, many of which are listed as endangered or threatened. A sub-climatic community, pine rocklands have depended on fire to keep them from transitioning into hardwood hammocks. Fire exclusion has caused many properties that were formerly pine rockland to either transition into hammock or become invaded by non-native invasive species. This has caused a net loss of biodiversity and the extinction or near extinction of several rare and unique plant species. Pine rocklands are South Florida's most floristically diverse plant community and contain several endemic species that are found nowhere else in the world. For this reason, the Florida Natural Areas Inventory (FNAI) classifies pine rocklands as globally imperiled. The implementation of this management plan helps reduce exotic plant infestations and also maintains and re-establishes federally and State listed plant species within Miami-Dade County, both of which are stated as objectives in CON-8 of the Miami-Dade County Comprehensive Development Master Plan (CDMP).

Present Condition

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

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

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

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

Conclusion

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

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

Ecological Goals

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

Management Goals

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

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

Management Techniques and Schedule

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

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

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

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

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

PLANT SPECIES LIST*

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

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

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

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

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

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

MANAGEMENT PLAN AGREEMENT (must be signed by all owners)

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

x _____ 9-21-15
SIGNATURE V. Sward DATE

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

_____ 9-21-15
SIGNATURE DATE

ATTACHMENT E

THIS INSTRUMENT PREPARED BY:
Donald and Joyce Gann
Mailing address:
22601 SW 152 Ave
Miami-Dade County, FL 33170

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

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

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

1. The EEL Preservation Area on the Property, as shown on the map attached hereto as Exhibit B and incorporated herein by reference, shall be maintained in its present natural state.

2. The EEL Preservation Area on the Property shall be and the same is hereby subject to the conservation restrictions set forth in Exhibit C, which is attached hereto and incorporated herein by reference, including, but not limited to, the requirement that the Owner, shall

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

3. **County Inspection and Requests for Curative Action.** As further part of this Covenant, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, shall have the right, upon written notification to the, then, owner(s) of the Property, as reflected in the Property Appraiser's records, to inspect the Property at reasonable times to determine whether the Property is being maintained in the manner required by this Covenant. Should the County determine after such an inspection that some curative action on the Property is necessary in order to preserve the terms of this covenant, the County shall notify the then, owner(s) in writing by Certified Mail, return receipt requested, at the address of record from the Property Appraiser's office,, of the particular curative action required and the reasons therefor. The, then, owner(s) shall have the right to appeal such proposed curative action to the Board of County Commissioners by filing a written objection with the Clerk of the Board within thirty (30) days after receipt of written notification of said proposed curative action and the reasons therefor.

4. **Covenant Running with the Land.** This Covenant on the part of the Owner shall constitute a covenant running with the land and shall be recorded, at Owner's expense, in

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

5. **Term.** This Covenant is to run with the land and shall be binding on all parties and all persons claiming under it for a period of ten (10) years from the date this Covenant is recorded, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Covenant has first been modified or released by Miami-Dade County.

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

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

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

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

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

9. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such additional rights, remedies or privileges.

10. **Severability.** Invalidation of any one of these provisions, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.

11. **Recording.** This Covenant, along with a certified copy of the resolution from the Board of County Commissioners accepting the Covenant, shall be filed of record in the public records of Miami-Dade County, Florida at the costs of the Owners after the effective date of the Board of County Commissioners' resolution accepting the Covenant. This Covenant shall become effective immediately upon recordation.

12. **Acceptance of Covenant.** Acceptance of this Covenant does not obligate the County in any manner, nor does it entitle the Owner to approval of any application, and the Board of County Commissioners and the County retain full power and authority to deny each such application in whole or in part.

13. **Owner.** The term Owner shall include the Owner, and its heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this 1ST day of October, 2015.

INDIVIDUAL

WITNESSES:

sign Mitzi Moody

print MITZI MOODY

sign Elizabeth Ingalls

print ELIZABETH INGALLS

sign _____

print _____

sign _____

print _____

OWNER(S):

sign Donald Gann

print DONALD GANN

Address 22145 SW 154 Ave, Miami, FL 33170

sign Joyce Gann

print Joyce Gann

Address 22145 SW 154 Ave, Miami, FL 33170

sign _____

print _____

Address _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 1ST day of October, 2015, by Donald & Joyce Gann who is personally known to me ~~or who has produced~~ _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign _____

Print James R Pierce Jr

State of Florida at Large (Seal)

My Commission Expires:

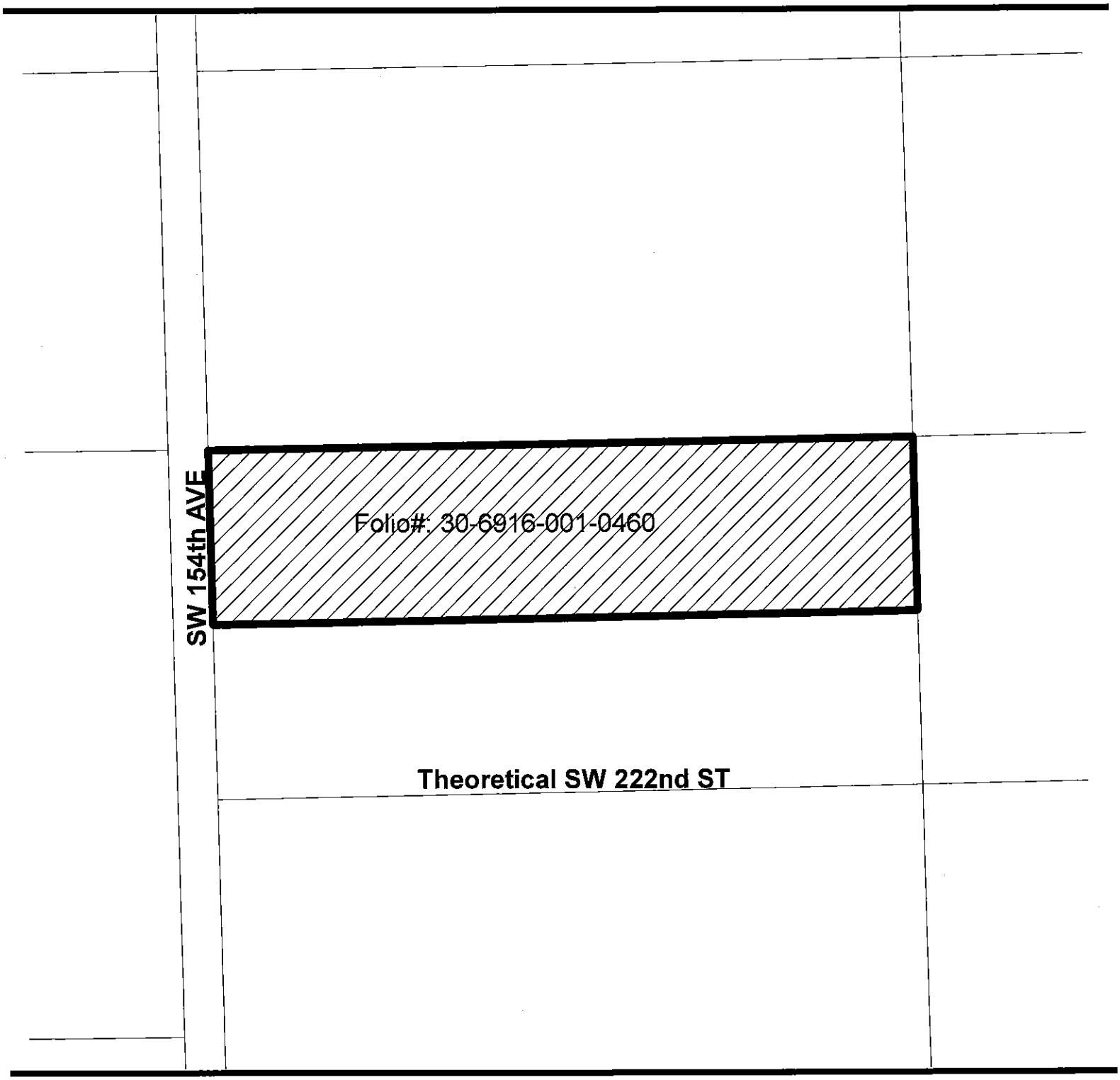
JAMES R. PIERCE, JR.
MY COMMISSION # FF 120364
EXPIRES: August 4, 2018
Bonded Thru Notary Public Underwriters

EXHIBIT A

LEGAL DESCRIPTION

Folio Number:	30-6916-001-0460
Property Address:	IN THE VICINITY OF SW 224 ST AND SW 154 AVE MIAMI-DADE COUNTY, FL
Legal description:	THE NORTH ½ OF LOT 54, REDLAND CITRUS ORCHARDS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 5, AT PAGE 31, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

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



Legend

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

Map created by
Luis Moreno
on 7/10/2015

N
W E
S

SCALE: 1 inch = 125 feet

70

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

Location: Vicinity of SW 224th St and SW 154th Ave, Miami-Dade County, Florida.

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

Folio #: 30-6916-001-0460

Forest Type: Rockland hammock

Location

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

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

Property Information

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

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

Present Condition

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

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

Conclusion

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

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

Ecological Goals

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

Management Goals

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

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

Management Techniques and Schedule for Rockland Hammock

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

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

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

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

PLANT SPECIES LIST*

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

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

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

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

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

MANAGEMENT PLAN AGREEMENT (must be signed by all owners)

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

Donald Gann
SIGNATURE

10/1/15
DATE

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

Joyce Gann
SIGNATURE

10/1/15
DATE

ATTACHMENT F

THIS INSTRUMENT PREPARED BY:
William H. and Vina R. Riley
Mailing address:
22000 SW 154 Ave
Miami-Dade County, FL 33170

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

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

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

1. The EEL Preservation Area on the Property, as shown on the map attached hereto as Exhibit B and incorporated herein by reference, shall be maintained in its present natural state.

2. The EEL Preservation Area on the Property shall be and the same is hereby subject to the conservation restrictions set forth in Exhibit C, which is attached hereto and incorporated herein by reference, including, but not limited to, the requirement that the Owner, shall

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

3. **County Inspection and Requests for Curative Action.** As further part of this Covenant, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, shall have the right, upon written notification to the, then, owner(s) of the Property, as reflected in the Property Appraiser's records, to inspect the Property at reasonable times to determine whether the Property is being maintained in the manner required by this Covenant. Should the County determine after such an inspection that some curative action on the Property is necessary in order to preserve the terms of this covenant, the County shall notify the then, owner(s) in writing by Certified Mail, return receipt requested, at the address of record from the Property Appraiser's office,, of the particular curative action required and the reasons therefor. The, then, owner(s) shall have the right to appeal such proposed curative action to the Board of County Commissioners by filing a written objection with the Clerk of the Board within thirty (30) days after receipt of written notification of said proposed curative action and the reasons therefor.

4. **Covenant Running with the Land.** This Covenant on the part of the Owner shall constitute a covenant running with the land and shall be recorded, at Owner's expense, in

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

5. **Term.** This Covenant is to run with the land and shall be binding on all parties and all persons claiming under it for a period of ten (10) years from the date this Covenant is recorded, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Covenant has first been modified or released by Miami-Dade County.

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

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

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

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

9. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such additional rights, remedies or privileges.

10. **Severability.** Invalidation of any one of these provisions, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.

11. **Recording.** This Covenant, along with a certified copy of the resolution from the Board of County Commissioners accepting the Covenant, shall be filed of record in the public records of Miami-Dade County, Florida at the costs of the Owners after the effective date of the Board of County Commissioners' resolution accepting the Covenant. This Covenant shall become effective immediately upon recordation.

12. **Acceptance of Covenant.** Acceptance of this Covenant does not obligate the County in any manner, nor does it entitle the Owner to approval of any application, and the Board of County Commissioners and the County retain full power and authority to deny each such application in whole or in part.

13. **Owner.** The term Owner shall include the Owner, and its heirs, successors and assigns.

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

INDIVIDUAL

WITNESSES:

sign Marilyn G Baggett

print Marilyn G. Baggett

sign Elizabeth Ingalls

print ELIZABETH INGALLS

sign Mitzi Moody

print MITZI MOODY

sign Lia DeZolia

print Lia DeZolia

OWNER(S):

sign

print William Riley

Address 22000 SW 154 Ave

sign Vina R Riley

print VINA R. RILEY

Address 22000 SW 154 Ave

sign

print

Address

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

NOTARY PUBLIC:

Sign

Print James R. Pierce Jr

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

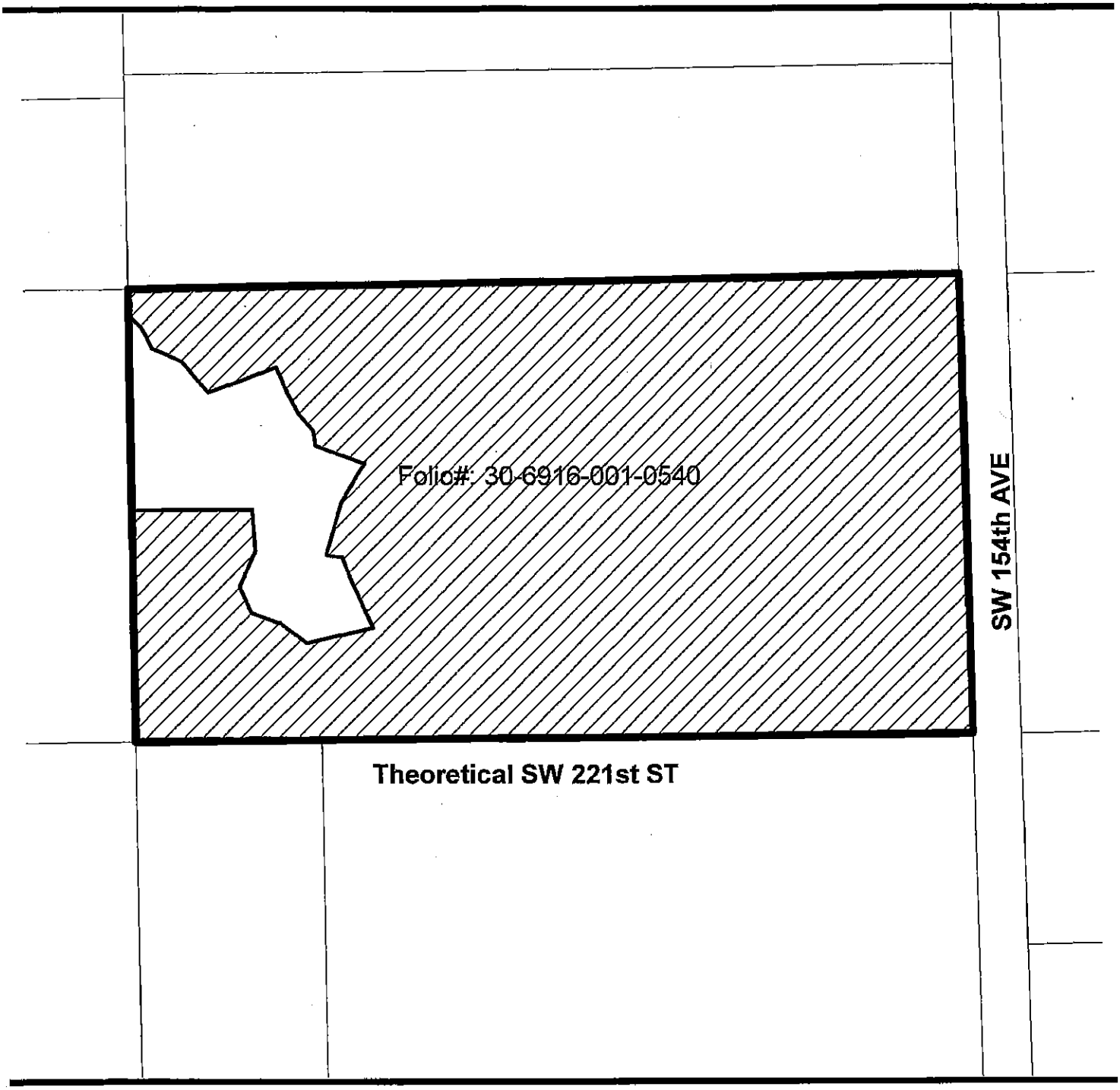
JAMES R. PIERCE, JR.
MY COMMISSION # FF 120394
EXPIRES: August 4, 2018
Bonded Thru Notary Public Underwriters

EXHIBIT A

LEGAL DESCRIPTION

Folio Number:	30-6916-001-0540
Property Address:	22000 SW 154 AVE MIAMI-DADE COUNTY, FL 33170
Legal description:	LOT 68 OF REDLAND CITRUS ORCHARDS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, AT PAGE 31, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

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



Legend

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

Map created by
Luis Moreno
on 7/09/2015

N
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SCALE: 1 inch = 104 feet

Exhibit C
Rockland Hammock Management Plan
for Riley

Location: 22000 SW 154th Ave, Miami-Dade County, Florida.

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

Folio #: 30-6916-001-0540

Forest Type: Rockland hammock

Location

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

Distance from nearest EEL/county-owned site: ~0.00 feet (adjacent) to Castellow Hammock
Distance from nearest EEL covenant site: ~0.00 feet (adjacent) to 22150 SW 154 Ave
Distance from nearest county-designated Natural Forest Community (NFC): ~0.00 feet (adjacent) to Castellow Hammock

Property Information

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

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

Present Condition

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

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

Conclusion

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

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

Ecological Goals

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

Management Goals

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

3. Control reproduction of exotic seeds within the site.

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

Management Techniques and Schedule for Rockland Hammock

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

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

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

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

PLANT SPECIES LIST*

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

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

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

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

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

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

MANAGEMENT PLAN AGREEMENT (must be signed by all owners)

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

SIGNATURE _____ DATE 9/21/15

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

SIGNATURE _____ DATE 9/21/15

ATTACHMENT G

THIS INSTRUMENT PREPARED BY:
Margaret M. Thompson
Mailing address:
14840 SW 238 St
Miami-Dade County, FL 33032

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

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

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

1. The EEL Preservation Area on the Property, as shown on the map attached hereto as Exhibit B and incorporated herein by reference, shall be maintained in its present natural state.

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

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

3. **County Inspection and Requests for Curative Action.** As further part of this Covenant, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, shall have the right, upon written notification to the, then, owner(s) of the Property, as reflected in the Property Appraiser's records, to inspect the Property at reasonable times to determine whether the Property is being maintained in the manner required by this Covenant. Should the County determine after such an inspection that some curative action on the Property is necessary in order to preserve the terms of this covenant, the County shall notify the then, owner(s) in writing by Certified Mail, return receipt requested, at the address of record from the Property Appraiser's office,, of the particular curative action required and the reasons therefor. The, then, owner(s) shall have the right to appeal such proposed curative action to the Board of County Commissioners by filing a written objection with the Clerk of the Board within thirty (30) days after receipt of written notification of said proposed curative action and the reasons therefor.

4. **Covenant Running with the Land.** This Covenant on the part of the Owner shall constitute a covenant running with the land and shall be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida, together with a certified copy of the

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

5. **Term.** This Covenant is to run with the land and shall be binding on all parties and all persons claiming under it for a period of ten (10) years from the date this Covenant is recorded, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Covenant has first been modified or released by Miami-Dade County.

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

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

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

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

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

9. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such additional rights, remedies or privileges.

10. **Severability.** Invalidation of any one of these provisions, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.

11. **Recording.** This Covenant, along with a certified copy of the resolution from the Board of County Commissioners accepting the Covenant, shall be filed of record in the public records of Miami-Dade County, Florida at the costs of the Owners after the effective date of the Board of County Commissioners' resolution accepting the Covenant. This Covenant shall become effective immediately upon recordation.

12. **Acceptance of Covenant.** Acceptance of this Covenant does not obligate the County in any manner, nor does it entitle the Owner to approval of any application, and the Board of County Commissioners and the County retain full power and authority to deny each such application in whole or in part.

13. **Owner.** The term Owner shall include the Owner, and its heirs, successors and assigns.

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

INDIVIDUAL

WITNESSES:

sign Carol J Witt

print Carol J Witt

sign Stacy Spaeth

print Stacy Spaeth

sign _____

print _____

sign _____

print _____

OWNER(S):

sign Margaret Malothe Thompson

print MARGARET MALOTHE THOMPSON

Address 14840 SW 235 ST
HOMESTEAD, FL 33032

sign _____

print _____

Address _____

sign _____

print _____

Address _____

STATE OF ~~FLORIDA~~ MINNESOTA
COUNTY OF ~~MIAMI-DADE~~ OTTER TAIL

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

NOTARY PUBLIC:

Sign Lois Fiskum

Print LOIS FISKUM

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

My Commission Expires:

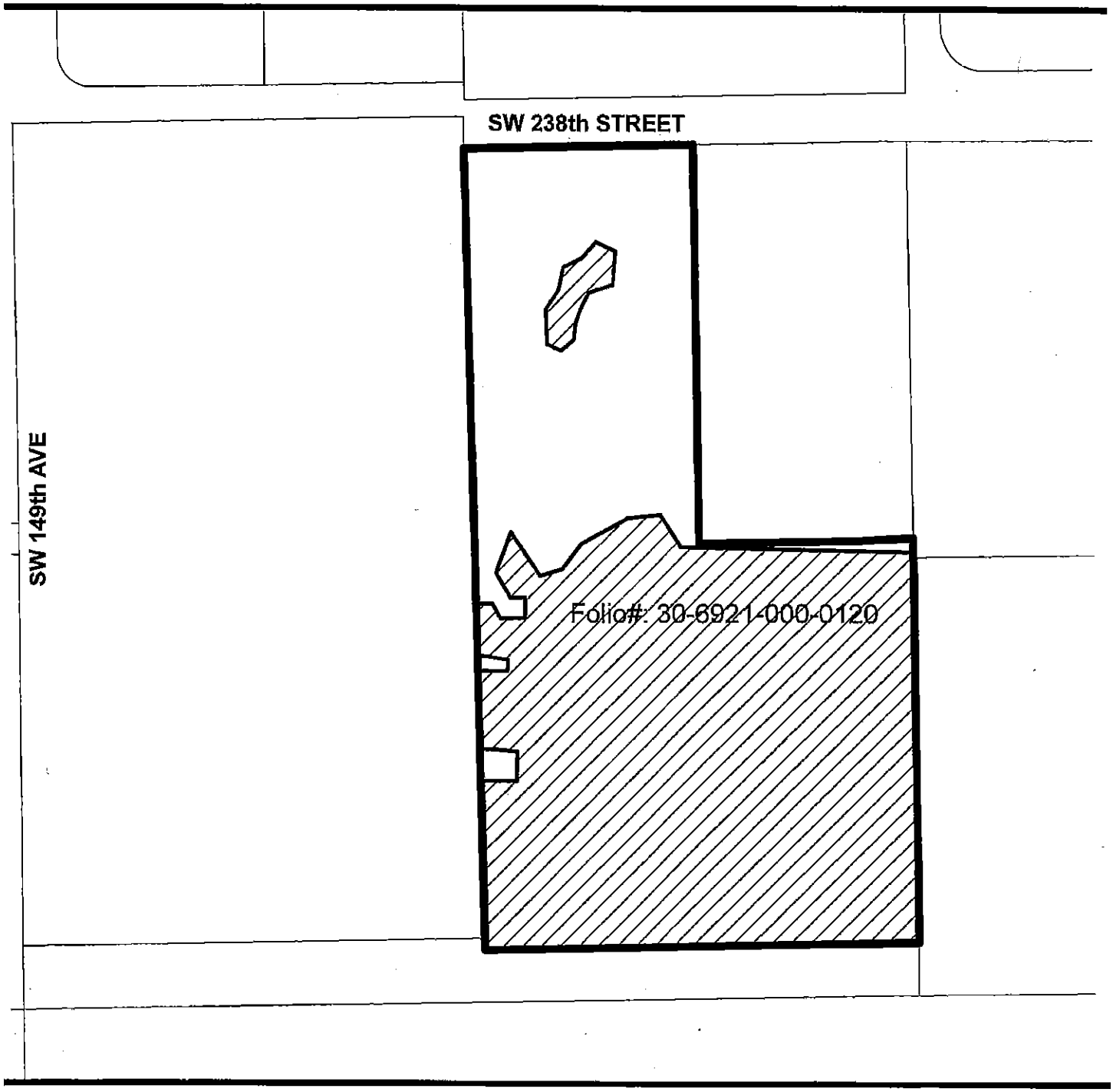
LOIS FISKUM
NOTARY PUBLIC—MINNESOTA
My Commission Expires JAN. 31, 2020

EXHIBIT A

LEGAL DESCRIPTION

Folio Number:	30-6921-000-0120
Property Address:	14840 SW 238 ST MIAMI-DADE COUNTY, FL 33032
Legal description:	THE WEST ½ OF NORTHEAST ¼ OF SOUTHWEST ¼ OF SOUTHEAST ¼ OF NORTHEAST ¼ AND SOUTHEAST ¼ OF SOUTHWEST ¼ OF SOUTHEAST ¼ OF NORTHEAST ¼ LESS THE SOUTH 35 FEET AND THE NORTH 25 FEET OF SECTION 21 TOWNSHIP 56 SOUTH, RANGE 39 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

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



Legend

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

Map created by
Luis Moreno
on 3/24/2015

SCALE: 1 inch = 104 feet

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Exhibit C

Pine Rockland Management Plan for Thompson

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

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

Folio #: 30-6921-000-0120

Forest Type: Pine Rockland

Location

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

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

Property Information

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

Pine rocklands were once South Florida's dominant plant community, occupying about 186,000 acres along the Miami rock ridge, which is a large limestone outcropping that extends south from the Miami River to Everglades National Park. Because of its high elevation, the Miami rock ridge was the first area to be impacted by development. The clearing of large tracts for development has now reduced pine rocklands to about 20,000 acres, most of which are now protected inside Everglades National Park. The pine rockland canopy is dominated almost exclusively by slash pines. Beneath this canopy lays a rich understory composed of grasses, sedges, palms, vines, shrubs and wildflowers of temperate and tropical origin, many of which are listed as endangered or threatened. A

sub-climatic community, pine rocklands have depended on fire to keep them from transitioning into hardwood hammocks. Fire exclusion has caused many properties that were formerly pine rockland to either transition into hammock or become invaded by non-native invasive species. This has caused a net loss of biodiversity and the extinction or near extinction of several rare and unique plant species. Pine rocklands are South Florida's most floristically diverse plant community and contain several endemic species that are found nowhere else in the world. For this reason, the Florida Natural Areas Inventory (FNAI) classifies pine rocklands as globally imperiled. The implementation of this management plan helps reduce exotic plant infestations and also maintains and re-establishes federally and State listed plant species within Miami-Dade County, both of which are stated as objectives in CON-8 of the Miami-Dade County Comprehensive Development Master Plan (CDMP).

Present Condition

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

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

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

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

Conclusion

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

The county will benefit from the active management of the site through the 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 was well as other natural areas in the EEL Covenant Program, provides other environmental benefits such as carbon sequestration, ground water recharging and storm water runoff reduction.

Ecological Goals

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

Management Goals

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

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

Management Techniques and Schedule

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

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

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

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

PLANT SPECIES LIST*

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

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

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

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

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

Margaret M. Thompson
SIGNATURE

9/21/15
DATE

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

_____
SIGNATURE

_____
DATE

ATTACHMENT H

THIS INSTRUMENT PREPARED BY:
Carol Ann Huestis
Mailing address:
14750 SW 238 St
Miami-Dade County, FL 33032

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

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

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

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 18 day of September, 2015.

INDIVIDUAL

WITNESSES:

sign Kay Norwood

print KAY NORWOOD

sign Fletch Norwood

print FLETCHER NORWOOD

sign _____

print _____

sign _____

print _____

OWNER(S):

sign Carol Ann Huestis

print Carol Ann Huestis

Address _____

sign _____

print _____

Address _____

sign _____

print _____

Address _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 18 day of September 2015, by Carol Huestis, who is personally known to me or who has produced FL DL H232-112-50-924-0 as identification and who did take an oath.

exp 2016

MONIKA KUHN
MY COMMISSION # FF 074239
EXPIRES: December 3, 2017
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC:

Sign Monika Kuhn

Print Monika Kuhn

State of Florida at Large (Seal)

My Commission Expires: 12-3-17

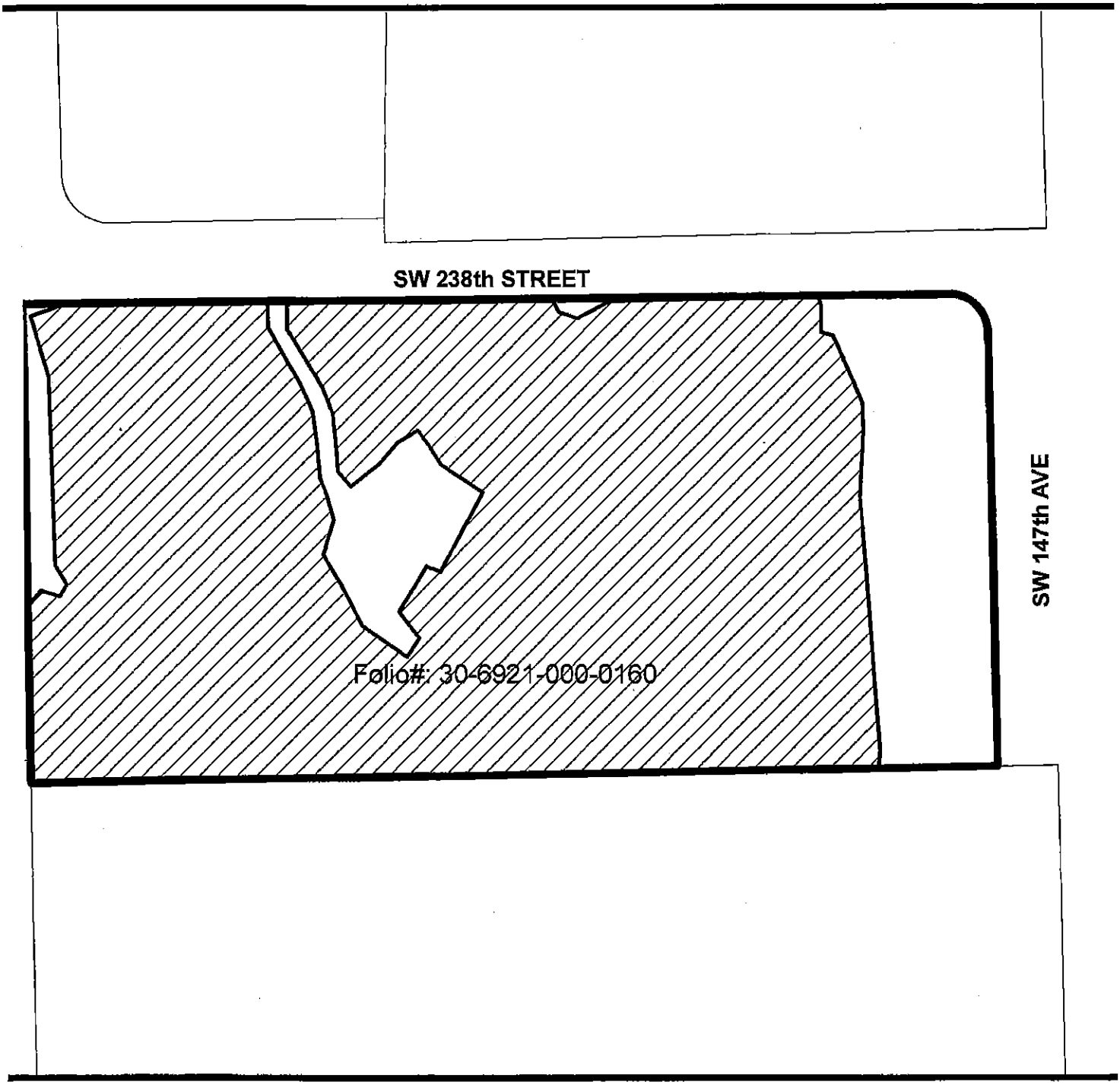
Notary only for Carol Hestis

EXHIBIT A

LEGAL DESCRIPTION

Folio Number:	30-6921-000-0160
Property Address:	14750 SW 238 ST MIAMI-DADE COUNTY, FL 33032
Legal description:	THE NORTH ½ OF THE SE ¼ OF THE SE ¼ OF THE NE ¼ OF SECTION 21, TOWNSHIP 56 SOUTH, RANGE 39 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

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



Legend

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

Map created by
Luis Moreno
on 3/24/2015

SCALE: 1 inch = 90 feet

N
W E
S

111

Exhibit C

Pine Rockland Management Plan for Carol Huestis

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

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

Folio #: 30-6921-000-0160

Forest Type: Pine Rockland

Location

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

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

Property Information

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

Pine rocklands were once South Florida's dominant plant community, occupying about 186,000 acres along the Miami rock ridge, which is a large limestone outcropping that extends south from the Miami River to Everglades National Park. Because of its high elevation, the Miami rock ridge was the first area to be impacted by development. The clearing of large tracts for development has now reduced pine rocklands to about 20,000 acres, most of which are now protected inside Everglades National Park. The pine rockland canopy is dominated almost exclusively by slash pines. Beneath this canopy lays a rich understory composed of grasses, sedges, palms, vines, shrubs and wildflowers of temperate and tropical origin, many of which are listed as endangered or threatened. A

sub-climatic community, pine rocklands have depended on fire to keep them from transitioning into hardwood hammocks. Fire exclusion has caused many properties that were formerly pine rockland to either transition into hammock or become invaded by non-native invasive species. This has caused a net loss of biodiversity and the extinction or near extinction of several rare and unique plant species. Pine rocklands are South Florida's most floristically diverse plant community and contain several endemic species that are found nowhere else in the world. For this reason, the Florida Natural Areas Inventory (FNAI) classifies pine rocklands as globally imperiled. The implementation of this management plan helps reduce exotic plant infestations and also maintains and re-establishes federally and State listed plant species within Miami-Dade County, both of which are stated as objectives in CON-8 of the Miami-Dade County Comprehensive Development Master Plan (CDMP).

Present Condition

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

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

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

Conclusion

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

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

The county will benefit from the active management of the site through the 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 was well as other natural areas in the EEL Covenant Program, provides other environmental benefits such as carbon sequestration, ground water recharging and storm water runoff reduction.

Ecological Goals

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

Management Goals

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

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

Management Techniques and Schedule

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

Year 1-2: Initial hand removal of pine duff and other accumulated organics. Initial eradication of exotic plants to maintain the site at less than 3% exotic plant cover.

Year 3-5: Continue to eradicate exotic plants and re-treat any re-sprouting or re-colonizing exotic plants to maintain 3% or less exotic plant cover. Continue the removal of accumulated organics, including pine duff. Monitor native plant recruitment and wildlife. Thin out hardwoods and vines if needed to maintain an open understory.

Year 6-10: Continue to eradicate exotic and invasive plants and maintain diverse understory, rare species and 3% or less exotic cover. Monitor native plant recruitment and wildlife. Thin out hardwoods and vines if needed to maintain an open understory.

PLANT SPECIES LIST*

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

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

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

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

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

Sorghum halepense	Johnson grass	E
Spermacoece prostrate	prostrate false buttonweed	N
Spermacoece verticillata	shrubby false buttonweed	E
Sporobolus pyramidatus	whorled dropseed	N
Stachytarpheta jamaicensis	blue porterweed	N
Stenotaphrum secundatum	St Augustine grass	E
Terminalia spp	tropical almond	E/ EPPC (II)
Tetrazygia bicolor	West Indian lilac	N / FL threatened
Thelypteris kunthii	Southern shield fern	N
Toxicodendron radicans	Eastern poison ivy	N
Tragia saxicola	Florida Keys noseburn	N/ FL threatened
Tradescantia spathacea	oyster plant	E/ EPPC (II)
Trema micrantha	Florida trema	N
Tridax procumbans	brittleweed	N
Urena lobata	Caesar weed	E/ EPPC (II)
Vernonia cinerea	ironweed	E
Vitis rotundifolia	Muscadine grape	N
Youngia japonica	rocketweed	E
Zamia furfuracea	cardboard palm	E
Zamia integrifolia	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, Carol Ann Hvestis hereby certify that I have read and understood this management plan, and agree to follow its management recommendations.

Carol Ann Hvestis
SIGNATURE

9/16/15
DATE

ATTACHMENT I

THIS INSTRUMENT PREPARED BY:
Kelly and Robert Bassing
Mailing address:
15345 SW 256 St
Miami-Dade County, FL 33032

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

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

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

1. The EEL Preservation Area on the Property, as shown on the map attached hereto as Exhibit B and incorporated herein by reference, shall be maintained in its present natural state.

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

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

3. **County Inspection and Requests for Curative Action.** As further part of this Covenant, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, shall have the right, upon written notification to the, then, owner(s) of the Property, as reflected in the Property Appraiser's records, to inspect the Property at reasonable times to determine whether the Property is being maintained in the manner required by this Covenant. Should the County determine after such an inspection that some curative action on the Property is necessary in order to preserve the terms of this covenant, the County shall notify the then, owner(s) in writing by Certified Mail, return receipt requested, at the address of record from the Property Appraiser's office,, of the particular curative action required and the reasons therefor. The, then, owner(s) shall have the right to appeal such proposed curative action to the Board of County Commissioners by filing a written objection with the Clerk of the Board within thirty (30) days after receipt of written notification of said proposed curative action and the reasons therefor.

4. **Covenant Running with the Land.** This Covenant on the part of the Owner shall constitute a covenant running with the land and shall be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida, together with a certified copy of the

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

5. **Term.** This Covenant is to run with the land and shall be binding on all parties and all persons claiming under it for a period of ten (10) years from the date this Covenant is recorded, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Covenant has first been modified or released by Miami-Dade County.

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

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

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

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

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

9. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such additional rights, remedies or privileges.

10. **Severability.** Invalidation of any one of these provisions, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.

11. **Recording.** This Covenant, along with a certified copy of the resolution from the Board of County Commissioners accepting the Covenant, shall be filed of record in the public records of Miami-Dade County, Florida at the costs of the Owners after the effective date of the Board of County Commissioners' resolution accepting the Covenant. This Covenant shall become effective immediately upon recordation.

12. **Acceptance of Covenant.** Acceptance of this Covenant does not obligate the County in any manner, nor does it entitle the Owner to approval of any application, and the Board of County Commissioners and the County retain full power and authority to deny each such application in whole or in part.

13. **Owner.** The term Owner shall include the Owner, and its heirs, successors and assigns.

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

INDIVIDUAL

WITNESSES:

sign

print Felix M Diaz J.

(1) sign Patti Ingram

print Patti Ingram

sign

print Felix M Diaz J.

(2) sign W. C. Ingram

print W. C. INGRAM

(3) JAMES Carl

OWNER(S):

sign K R Bassing

print Kelly R Bassing

Address 15345 SW 256th Hmstd Fl 33032

sign Rob Bassing

print Rob BASSING

Address 15345 SW 256 St Homestead FL 33032

(4) Witness sign

print DAVID WILSON

Address 25705 SW 157 AVE

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 25th day of September, 2015, by Kelly Bassing and Robert Bassing who is personally known to me or who has produced Personally Known as identification and who did take an oath.

NOTARY PUBLIC:

Sign

Print Felix M Diaz J.

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

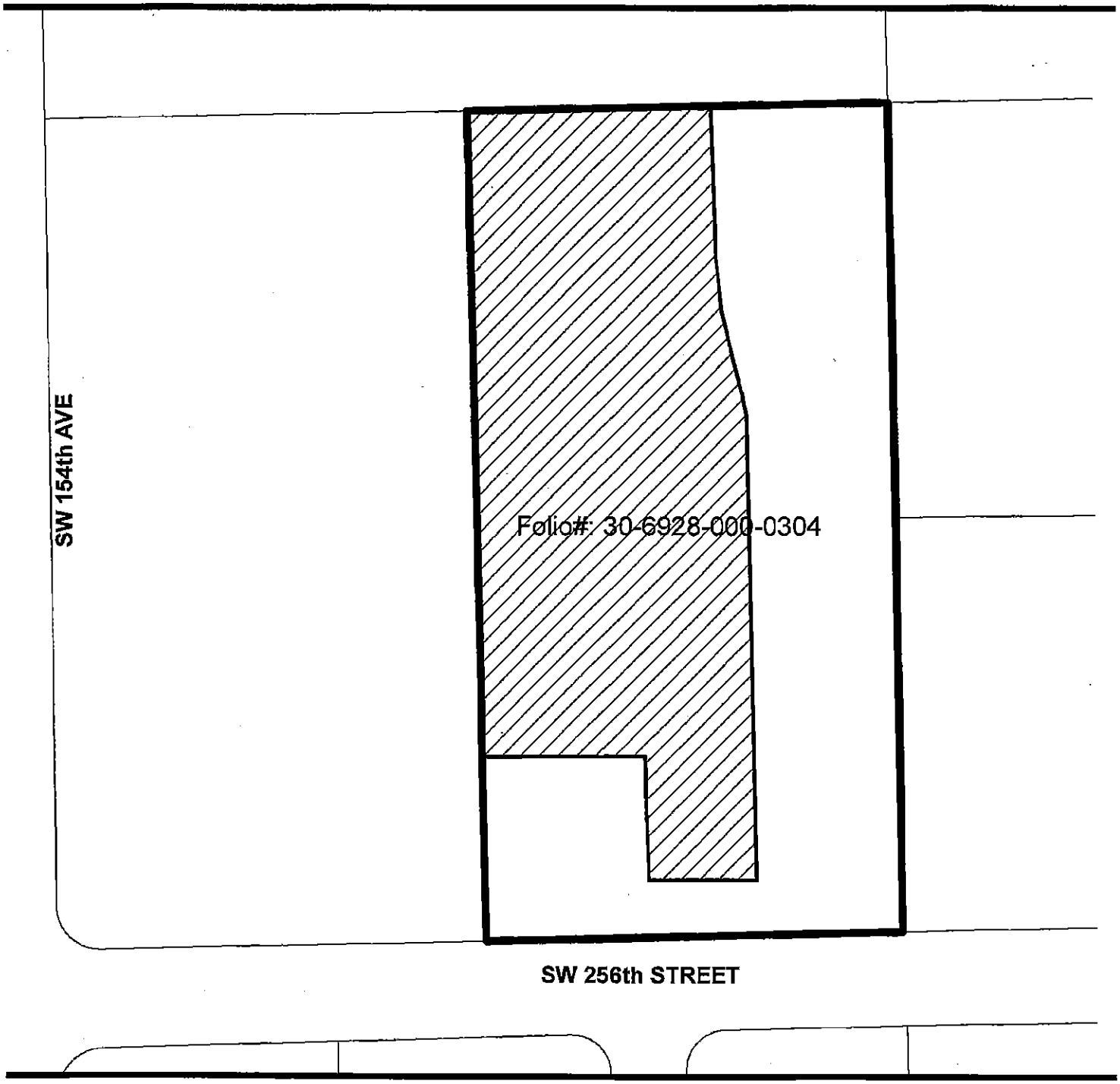
NOTARY PUBLIC STATE OF FLORIDA
FELIX M. DIAZ, JR.
MY COMMISSION # FF 118523
EXPIRES: May 24, 2018
Bonded Thru Budget Notary Services

EXHIBIT A

LEGAL DESCRIPTION

Folio Number:	30-6928-000-0304
Property Address:	15345 SW 256 ST MIAMI-DADE COUNTY, FL 33032
Legal description:	THE E ½ OF THE SW ¼ OF THE SE ¼ OF THE NW ¼ OF SECTION 28, TOWNSHIP 56 SOUTH, RANGE 39 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA, LESS A PERPETUAL EASEMENT OVER, ACROSS AND UPON THE LAND DESCRIBED AS FOLLOWS: THE SOUTH THIRTY-FIVE FEET OF THE SE ¼ OF THE NW ¼ OF SAID SECTION 28 PREVIOUSLY CONVEYED TO MIAMI-DADE COUNTY FOR THE RIGHT OF WAY.

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



Legend

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

Map created by
Luis Moreno
on 7/01/2015

N
W E
S

SCALE: 1 inch = 104 feet

Exhibit C
Pine Rockland Management Plan
for Bassing

Location: 15345 SW 256th Street, Miami-Dade County, Florida.

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

Folio #: 30-6928-000-0304

Forest Type: Pine Rockland

Location

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

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

Property Information

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

Pine rocklands were once South Florida's dominant plant community, occupying about 186,000 acres along the Miami rock ridge, which is a large limestone outcropping that extends south from the Miami River to Everglades National Park. Because of its high elevation, the Miami rock ridge was the first area to be impacted by development. The clearing of large tracts for development has now reduced pine rocklands to about 20,000 acres, most of which are now protected inside Everglades National Park. The pine rockland canopy is dominated almost exclusively by slash pines. Beneath this canopy lays a rich understory composed of grasses, sedges, palms, vines, shrubs and wildflowers of temperate and tropical origin, many of which are listed as endangered or threatened. A

sub-climatic community, pine rocklands have depended on fire to keep them from transitioning into hardwood hammocks. Fire exclusion has caused many properties that were formerly pine rockland to either transition into hammock or become invaded by non-native invasive species. This has caused a net loss of biodiversity and the extinction or near extinction of several rare and unique plant species. Pine rocklands are South Florida's most floristically diverse plant community and contain several endemic species that are found nowhere else in the world. For this reason, the Florida Natural Areas Inventory (FNAI) classifies pine rocklands as globally imperiled. The implementation of this management plan helps reduce invasive exotic plant infestations and also maintains and re-establishes federally and State listed plant species within Miami-Dade County, both of which are stated as objectives in CON-8 of the Miami-Dade County Comprehensive Development Master Plan (CDMP).

Present Condition

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

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

Conclusion

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

The County will benefit from the active management of the site through the 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 was well as other natural areas in the EEL Covenant Program, provides other environmental benefits such as carbon sequestration, ground water recharging and storm water runoff reduction.

Ecological Goals

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

Management Goals

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

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

Management Techniques and Schedule

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

Year 1-2: Eradicate invasive exotic plants to achieve less than 3% exotic plant cover. Thin out recruiting broadleaf tree species (hardwoods) where possible. Perform, if possible, a prescribed burn and monitor native plant recruitment and wildlife.

Year 3-5: Continue to eradicate invasive exotic plants and maintain the site at less than 3% exotic plant cover. Thin out hardwoods if needed to prevent their

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

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

PLANT SPECIES LIST*

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

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

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

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

Zamia integrifolia	coontie	N
Zamia furfuracea	Cardboard-palm	E

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

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

MANAGEMENT PLAN AGREEMENT (must be signed by all owners)

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

K R Bassing
SIGNATURE

9-23-15
DATE

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

Rob Bassing
SIGNATURE

9-23-15
DATE

ATTACHMENT J

THIS INSTRUMENT PREPARED BY:
Philippe Mazure
Mailing address:
125 NE 8 ST #3
Homestead, FL 33030

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

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

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

1. The EEL Preservation Area on the Property, as shown on the map attached hereto as Exhibit B and incorporated herein by reference, shall be maintained in its present natural state.

2. The EEL Preservation Area on the Property shall be and the same is hereby subject to the conservation restrictions set forth in Exhibit C, which is attached hereto and incorporated herein by reference, including, but not limited to, the requirement that the Owner, shall

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

3. **County Inspection and Requests for Curative Action.** As further part of this Covenant, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, shall have the right, upon written notification to the, then, owner(s) of the Property, as reflected in the Property Appraiser's records, to inspect the Property at reasonable times to determine whether the Property is being maintained in the manner required by this Covenant. Should the County determine after such an inspection that some curative action on the Property is necessary in order to preserve the terms of this covenant, the County shall notify the then, owner(s) in writing by Certified Mail, return receipt requested, at the address of record from the Property Appraiser's office,, of the particular curative action required and the reasons therefor. The, then, owner(s) shall have the right to appeal such proposed curative action to the Board of County Commissioners by filing a written objection with the Clerk of the Board within thirty (30) days after receipt of written notification of said proposed curative action and the reasons therefor.

4. **Covenant Running with the Land.** This Covenant on the part of the Owner shall constitute a covenant running with the land and shall be recorded, at Owner's expense, in

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

5. **Term.** This Covenant is to run with the land and shall be binding on all parties and all persons claiming under it for a period of ten (10) years from the date this Covenant is recorded, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Covenant has first been modified or released by Miami-Dade County.

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

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

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

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

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

9. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such additional rights, remedies or privileges.

10. **Severability.** Invalidation of any one of these provisions, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.

11. **Recording.** This Covenant, along with a certified copy of the resolution from the Board of County Commissioners accepting the Covenant, shall be filed of record in the public records of Miami-Dade County, Florida at the costs of the Owners after the effective date of the Board of County Commissioners' resolution accepting the Covenant. This Covenant shall become effective immediately upon recordation.

12. **Acceptance of Covenant.** Acceptance of this Covenant does not obligate the County in any manner, nor does it entitle the Owner to approval of any application, and the Board of County Commissioners and the County retain full power and authority to deny each such application in whole or in part.

13. **Owner.** The term Owner shall include the Owner, and its heirs, successors and assigns.

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

INDIVIDUAL

WITNESSES:

sign _____

print Yarimi Izquierdo

sign _____

print Stephanie Pare

sign _____

print _____

sign _____

print _____

OWNER(S):

sign _____

print Philippe E. Hazwke

Address 2650 SW 172nd Ave. Hollywood, FL. 33031

sign _____

print _____

Address _____

sign _____

print _____

Address _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

NOTARY PUBLIC:

Sign _____

Print Lori C. Torres

State of Florida at Large (Seal)

My Commission Expires:

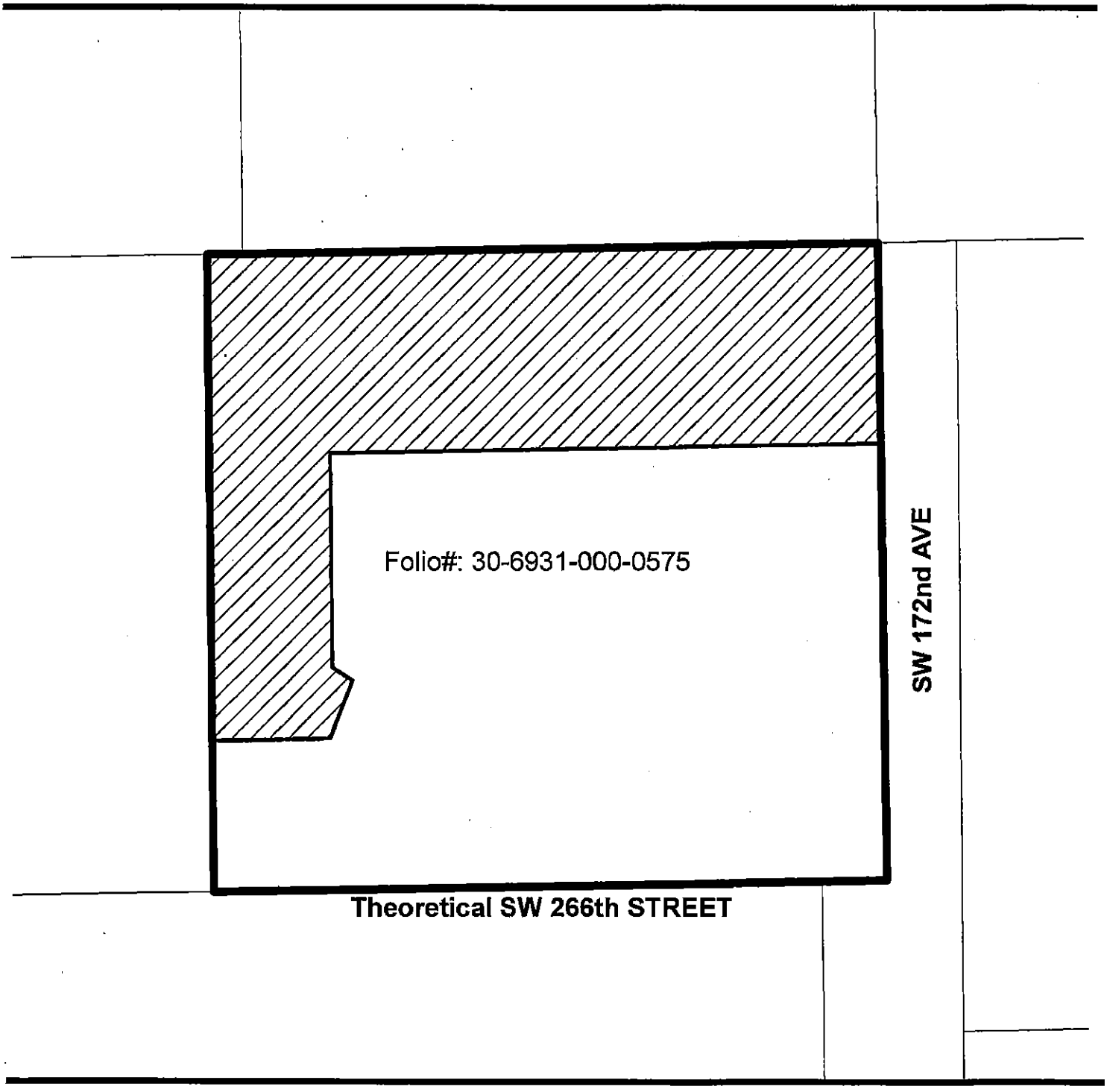
LORI C. TORRES
MY COMMISSION # FF 240050
EXPIRES: June 14, 2019
Bonded Thru Notary Public Underwriters

EXHIBIT A

LEGAL DESCRIPTION

Folio Number:	30-6931-000-0575
Property Address:	26550 SW 172 AVE MIAMI-DADE COUNTY, FL 33031
Legal description:	THE EAST 356.68 FEET OF THE SOUTH ½ OF THE NE ¼ OF THE NE ¼ OF THE NW ¼ OF SECTION 31, TOWNSHIP 56 SOUTH, RANGE 39 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA, LESS THE EAST 35 FEET THEREOF DEDICATED FOR PUBLIC USE.

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



Legend

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

Map created by
Luis Moreno
on 7/02/2015

SCALE: 1 inch = 72 feet

N
W E
S

140

Exhibit C
Rockland Hammock Management Plan for Mazure

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

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

Folio #: 30-6931-000-0575

Forest Type: Transitional pine rockland/ hardwood hammock

Location

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

Distance from nearest EEL/county-owned site: ~375 feet Camp Owaissa Bauer.
Distance from nearest EEL covenant site: ~0.00 (adjacent) to 17200 SW 264 Street.
Distance from nearest county-designated Natural Forest Community (NFC): ~40 feet from 17171 SW 266 Terrace.

Property Information

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

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

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

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

Present Condition

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

Conclusion

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

The county will benefit from the active management of the site through the 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 was well as other natural areas in the EEL Covenant Program, provides other environmental benefits such as carbon sequestration, ground water recharging and storm water runoff reduction.

Ecological Goals

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

Management Goals

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

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

Management Techniques and Schedule for Rockland Hammock

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

Year 1-2: Eliminate exotic plant species and vines, to achieve 3% or less exotic cover. Prevent the closure, if feasible, of any open canopy areas that contain pine rockland plant species.

Year 3-5: Continued management of exotic plant species and vine management, taking care to not impact sensitive native vegetation, maintaining the property at 3% or less exotic cover. Maintain open canopy areas that contain pine rockland plant species. Consider native plantings to bring in more plant biodiversity in the rockland hammock portion of the property.

Year 6-10: Continue to eradicate exotic and invasive plants and maintain diverse understory, rare species and 3% or less exotic cover. Maintain open canopy areas that contain pine rockland plant species. Monitor native plant recruitment and wildlife. Plant additional appropriate pine rockland plants if needed.

PLANT SPECIES LIST*

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

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

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

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

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

SIGNATURE

09-21-2015
DATE

ATTACHMENT K

THIS INSTRUMENT PREPARED BY:
Tan Wee Kiat
Mailing address:
26615 SW 157 Ave
Miami-Dade County, FL 33032

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

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

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

1. The EEL Preservation Area on the Property, as shown on the map attached hereto as Exhibit B and incorporated herein by reference, shall be maintained in its present natural state.

2. The EEL Preservation Area on the Property shall be and the same is hereby subject to the conservation restrictions set forth in Exhibit C, which is attached hereto and incorporated herein by reference, including, but not limited to, the requirement that the Owner, shall

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

3 **County Inspection and Requests for Curative Action.** As further part of this Covenant, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, shall have the right, upon written notification to the, then, owner(s) of the Property, as reflected in the Property Appraiser's records, to inspect the Property at reasonable times to determine whether the Property is being maintained in the manner required by this Covenant. Should the County determine after such an inspection that some curative action on the Property is necessary in order to preserve the terms of this covenant, the County shall notify the then, owner(s) in writing by Certified Mail, return receipt requested, at the address of record from the Property Appraiser's office,, of the particular curative action required and the reasons therefor. The, then, owner(s) shall have the right to appeal such proposed curative action to the Board of County Commissioners by filing a written objection with the Clerk of the Board within thirty (30) days after receipt of written notification of said proposed curative action and the reasons therefor.

4. **Covenant Running with the Land.** This Covenant on the part of the Owner shall constitute a covenant running with the land and shall be recorded, at Owner's expense, in

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

5. **Term.** This Covenant is to run with the land and shall be binding on all parties and all persons claiming under it for a period of ten (10) years from the date this Covenant is recorded, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Covenant has first been modified or released by Miami-Dade County.

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

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

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

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

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

9 **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such additional rights, remedies or privileges.

10. **Severability.** Invalidation of any one of these provisions, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.

11. **Recording.** This Covenant, along with a certified copy of the resolution from the Board of County Commissioners accepting the Covenant, shall be filed of record in the public records of Miami-Dade County, Florida at the costs of the Owners after the effective date of the Board of County Commissioners' resolution accepting the Covenant. This Covenant shall become effective immediately upon recordation.

12. **Acceptance of Covenant.** Acceptance of this Covenant does not obligate the County in any manner, nor does it entitle the Owner to approval of any application, and the Board of County Commissioners and the County retain full power and authority to deny each such application in whole or in part.

13. **Owner.** The term Owner shall include the Owner, and its heirs, successors and assigns.

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

INDIVIDUAL

WITNESSES:

sign _____

print ONG ENG KIAT

sign _____

print LIM SOO KIAN

sign _____

print _____

sign _____

print _____

OWNER(S):

sign _____

print Tan Wee Kiat

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

sign _____

print _____

Address _____

sign _____

print _____

Address _____

~~STATE OF FLORIDA~~
~~COUNTY OF MIAMI-DADE~~

REPUBLIC OF SINGAPORE
CITY OF SINGAPORE
EMBASSY OF THE UNITED STATES OF AMERICA } SS:

The foregoing instrument was acknowledged before me this _____ day of 28 SEP 2015, ~~2015,~~ by WEE KIAT TAN, ~~who is personally known to me or~~ who has produced his Singapore identity card as identification and who did take an oath.

~~NOTARY PUBLIC:~~

Sign _____

Andrew J. Aylward
Vice Consul
United States of America

Print _____

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

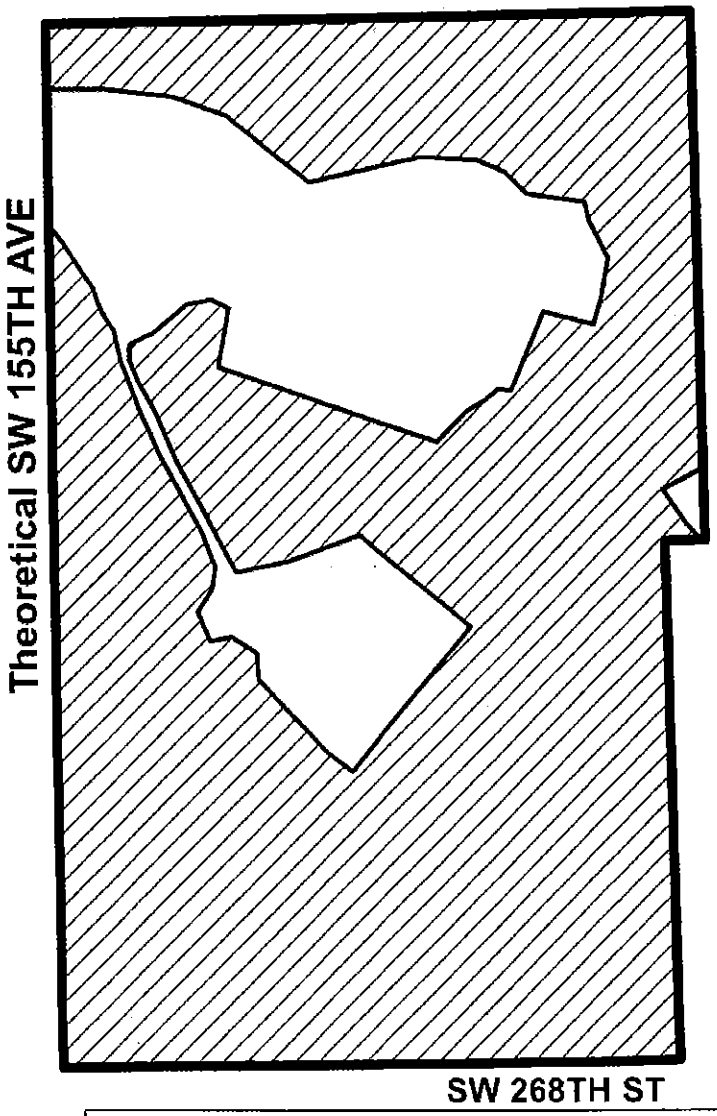
My Commission Expires: Indefinite

EXHIBIT A

LEGAL DESCRIPTION

Folio Number:	30-6933-000-0304
Property Address:	26615 SW 157 AVE MIAMI-DADE COUNTY, FL 33032
Legal description:	THE NORTH ½, LESS THE EAST 279.63 FEET AND THE SOUTH ½, LESS THE EAST 303.63 FEET OF THE SE ¼ OF THE NW ¼ OF THE NW ¼ OF SECTION 33, TOWNSHIP 56 SOUTH, RANGE 39 EAST, LYING AND SITUATE IN MIAMI-DADE COUNTY, FLORIDA AND THE NORTH 25 FEET OF THE SW ¼ OF THE NW ¼ OF THE NW ¼ OF SECTION 33, TOWNSHIP 56 SOUTH, RANGE 39 EAST, LYING AND SITUATE IN MIAMI-DADE COUNTY, FLORIDA ALSO DESCRIBED AS THE SE ¼ OF THE NW ¼ OF THE NW ¼ IN SECTION 33, TOWNSHIP 56 SOUTH, RANGE 39 EAST, LESS THE EAST 279.63 FEET OF THE NORTH ½ OF THE SE ¼ OF THE NW ¼ OF THE NW ¼ AND LESS THE EAST 303.63 FEET OF THE SOUTH ½ OF THE SE ¼ OF THE NW ¼ OF THE NW ¼ AND LESS THE SOUTH 25.00 FEET FOR THE RIGHT-OF-WAY, TOGETHER WITH THE NORTH 25.00 FEET OF THE SW ¼ OF THE NW ¼ OF THE NW ¼, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

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



Legend

EEL Covenanted Area: 4.09 acres

Tan Wee Kiat property boundaries

All Streets

Map created on 9/10/2015

N
W E
S

SCALE: 1 inch = 104 feet

Exhibit C
Tropical Hardwood Hammock Management Plan for Tan Wee Kiat

Location: 26615 SW 157th Avenue, Miami-Dade County.

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

Folio #s: 30-6933-000-0304

Forest Type: Tropical Hardwood Hammock

Location

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

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

Property Information

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

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

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

Present Condition

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

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

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

Conclusion

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

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

Ecological Goals

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

Management Goals

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

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

Management Techniques and Schedule

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

Year 1-2: Eradicate invasive exotic plants to achieve less than 3% exotic plant cover. Efforts should be concentrated in removing vine cover that recruits along the perimeter of the preservation area, particularly along the northern and eastern boundaries. Monitor native plant recruitment and wildlife.

Year 3-5: Continue to eradicate invasive exotic plants and maintain the site at less than 3% exotic plant cover. Remove vines and monitor native plant recruitment and wildlife.

Year 6-10: Continue to eradicate invasive exotic plants and maintain the site at less than 3% exotic plant cover. Remove vines and monitor native plant recruitment and wildlife.

PLANT SPECIES LIST*

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

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

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

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

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

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

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

MANAGEMENT PLAN AGREEMENT (must be signed by all owners)

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

[signature] 28 September 2015

SIGNATURE DATE

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

_____ _____

SIGNATURE DATE

ATTACHMENT L

THIS INSTRUMENT PREPARED BY:
Keith L. and Kathryn Morrison
Mailing address:
19921 SW 304 St
Miami-Dade County, FL 33030

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

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

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

1. The EEL Preservation Area on the Property, as shown on the map attached hereto as Exhibit B and incorporated herein by reference, shall be maintained in its present natural state.

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

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

3. **County Inspection and Requests for Curative Action.** As further part of this Covenant, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, shall have the right, upon written notification to the, then, owner(s) of the Property, as reflected in the Property Appraiser's records, to inspect the Property at reasonable times to determine whether the Property is being maintained in the manner required by this Covenant. Should the County determine after such an inspection that some curative action on the Property is necessary in order to preserve the terms of this covenant, the County shall notify the then, owner(s) in writing by Certified Mail, return receipt requested, at the address of record from the Property Appraiser's office,, of the particular curative action required and the reasons therefor. The, then, owner(s) shall have the right to appeal such proposed curative action to the Board of County Commissioners by filing a written objection with the Clerk of the Board within thirty (30) days after receipt of written notification of said proposed curative action and the reasons therefor.

4. **Covenant Running with the Land.** This Covenant on the part of the Owner shall constitute a covenant running with the land and shall be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida, together with a certified copy of the

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

5. **Term.** This Covenant is to run with the land and shall be binding on all parties and all persons claiming under it for a period of ten (10) years from the date this Covenant is recorded, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Covenant has first been modified or released by Miami-Dade County.

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

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

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

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

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

9. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such additional rights, remedies or privileges.

10. **Severability.** Invalidation of any one of these provisions, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.

11. **Recording.** This Covenant, along with a certified copy of the resolution from the Board of County Commissioners accepting the Covenant, shall be filed of record in the public records of Miami-Dade County, Florida at the costs of the Owners after the effective date of the Board of County Commissioners' resolution accepting the Covenant. This Covenant shall become effective immediately upon recordation.

12. **Acceptance of Covenant.** Acceptance of this Covenant does not obligate the County in any manner, nor does it entitle the Owner to approval of any application, and the Board of County Commissioners and the County retain full power and authority to deny each such application in whole or in part.

13. **Owner.** The term Owner shall include the Owner, and its heirs, successors and assigns.

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

INDIVIDUAL

WITNESSES:

sign Dorothy M. Miller

print DOROTHY M. MILLER

sign Lloyd E Miller

print Lloyd E Miller

sign Dorothy M. Miller

print DOROTHY M. MILLER

sign Lloyd E Miller

print Lloyd E Miller

OWNER(S):

sign

print KEITH MORRISON

Address 19921 SW 304 ST

sign

print Kathryn T Morrison

Address 19921 SW 304 St

sign

print

Address

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

Keith Morrison M625-512-54-469-0
Kathryn Morrison M625-510-53-803-0

NOTARY PUBLIC:

Sign

Print

State of Florida at Large (Seal)

My Commission Expires:

GUADALUPE SCHMIDT
Commission # FF 191827
Expires January 21, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

EXHIBIT A

LEGAL DESCRIPTION

Folio Number:	30-7810-000-0080
Property Address:	19921 SW 304 ST MIAMI-DADE COUNTY, FL 33030
Legal description:	THE E ½ OF THE SE ¼ OF THE SW ¼ OF THE NE ¼ LESS THE SOUTH 35 FEET IN SECTION 10, TOWNSHIP 57 SOUTH, RANGE 38 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

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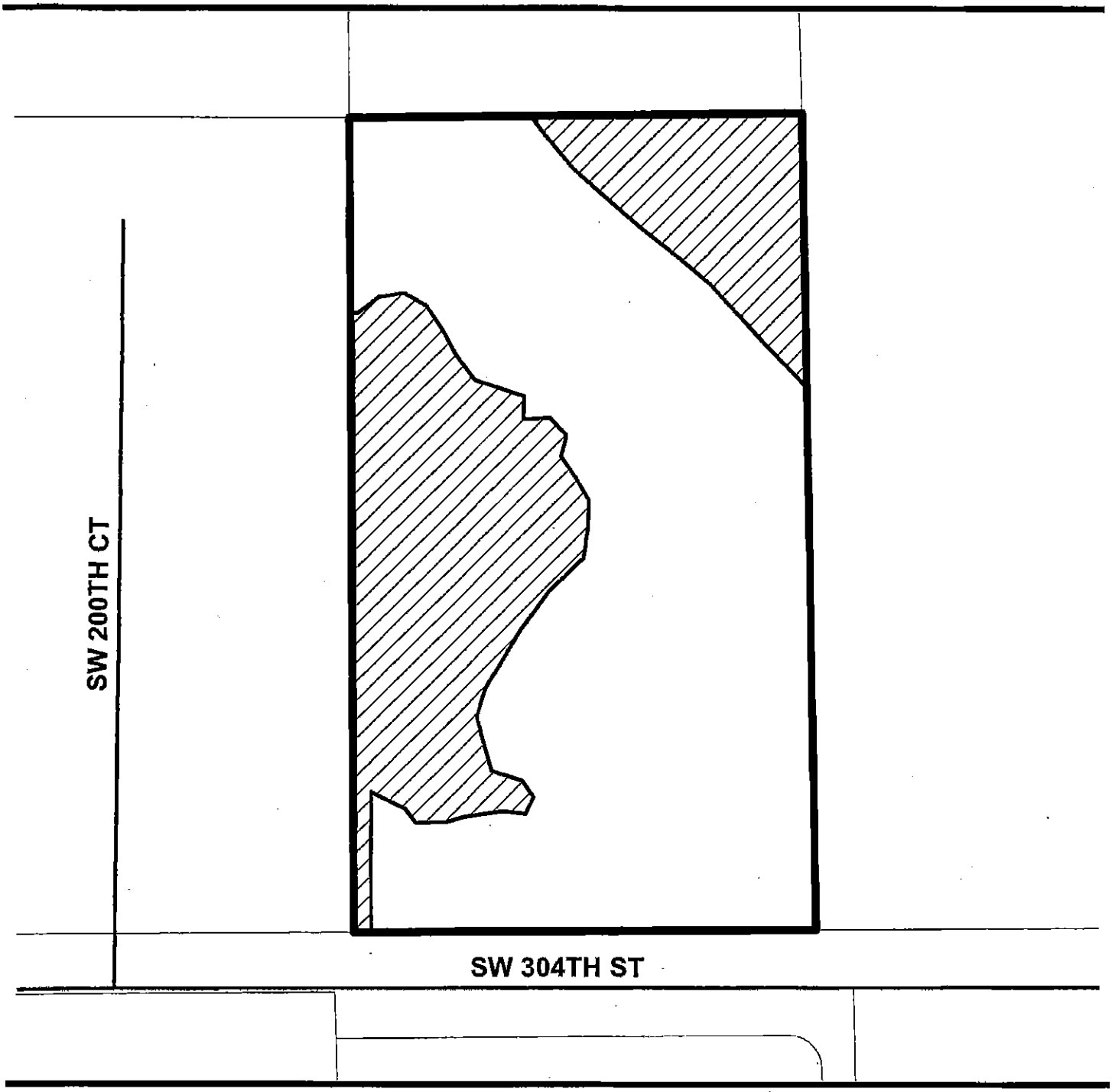
EXHIBIT B: EEL boundary of Keith and Kathryn Morrison property
Folio#: 30-7810-000-0080



Legend

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

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

SCALE: 1 inch = 104 feet

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Exhibit C
Rockland Hammock Management Plan for Morrison

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

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

Folio #: 30-7810-000-0080

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

Location

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

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

Property Information

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

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

Present Condition

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

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

Conclusion

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

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

Ecological Goals

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

Management Goals

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

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

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

Management Techniques and Schedule for Rockland Hammock

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

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

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

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

PLANT SPECIES LIST*

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

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

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

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

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

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

MANAGEMENT PLAN AGREEMENT (must be signed by all owners)

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

SIGNATURE 9/23/15 DATE

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

SIGNATURE 9/23/15 DATE

ATTACHMENT M

THIS INSTRUMENT PREPARED BY:
Carlos A. Machado
Mailing address:
19975 SW 304 St
Miami-Dade County, FL 33030

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

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

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

1. The EEL Preservation Area on the Property, as shown on the map attached hereto as Exhibit B and incorporated herein by reference, shall be maintained in its present natural state.

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

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

3. **County Inspection and Requests for Curative Action.** As further part of this Covenant, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, shall have the right, upon written notification to the, then, owner(s) of the Property, as reflected in the Property Appraiser's records, to inspect the Property at reasonable times to determine whether the Property is being maintained in the manner required by this Covenant. Should the County determine after such an inspection that some curative action on the Property is necessary in order to preserve the terms of this covenant, the County shall notify the then, owner(s) in writing by Certified Mail, return receipt requested, at the address of record from the Property Appraiser's office,, of the particular curative action required and the reasons therefor. The, then, owner(s) shall have the right to appeal such proposed curative action to the Board of County Commissioners by filing a written objection with the Clerk of the Board within thirty (30) days after receipt of written notification of said proposed curative action and the reasons therefor.

4. **Covenant Running with the Land.** This Covenant on the part of the Owner shall constitute a covenant running with the land and shall be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida, together with a certified copy of the

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

5. **Term.** This Covenant is to run with the land and shall be binding on all parties and all persons claiming under it for a period of ten (10) years from the date this Covenant is recorded, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Covenant has first been modified or released by Miami-Dade County.

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

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

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

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

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

9. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such additional rights, remedies or privileges.

10. **Severability.** Invalidation of any one of these provisions, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.

11. **Recording.** This Covenant, along with a certified copy of the resolution from the Board of County Commissioners accepting the Covenant, shall be filed of record in the public records of Miami-Dade County, Florida at the costs of the Owners after the effective date of the Board of County Commissioners' resolution accepting the Covenant. This Covenant shall become effective immediately upon recordation.

12. **Acceptance of Covenant.** Acceptance of this Covenant does not obligate the County in any manner, nor does it entitle the Owner to approval of any application, and the Board of County Commissioners and the County retain full power and authority to deny each such application in whole or in part.

13. **Owner.** The term Owner shall include the Owner, and its heirs, successors and assigns.

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

INDIVIDUAL

WITNESSES:

sign [signature]

print NELSON ORTEGA

sign [signature]

print Marian Teiz

sign [signature]

print Gaily Landio

sign _____

print _____

OWNER(S):

sign [signature]

print Carlos Machado

Address 19975 SW 304 St Homestead Fla 33030

sign _____

print _____

Address _____

sign _____

print _____

Address _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

NOTARY PUBLIC:

Sign [signature]

Print Debra Davis-Sands

State of Florida at Large (Seal)

My Commission Expires:

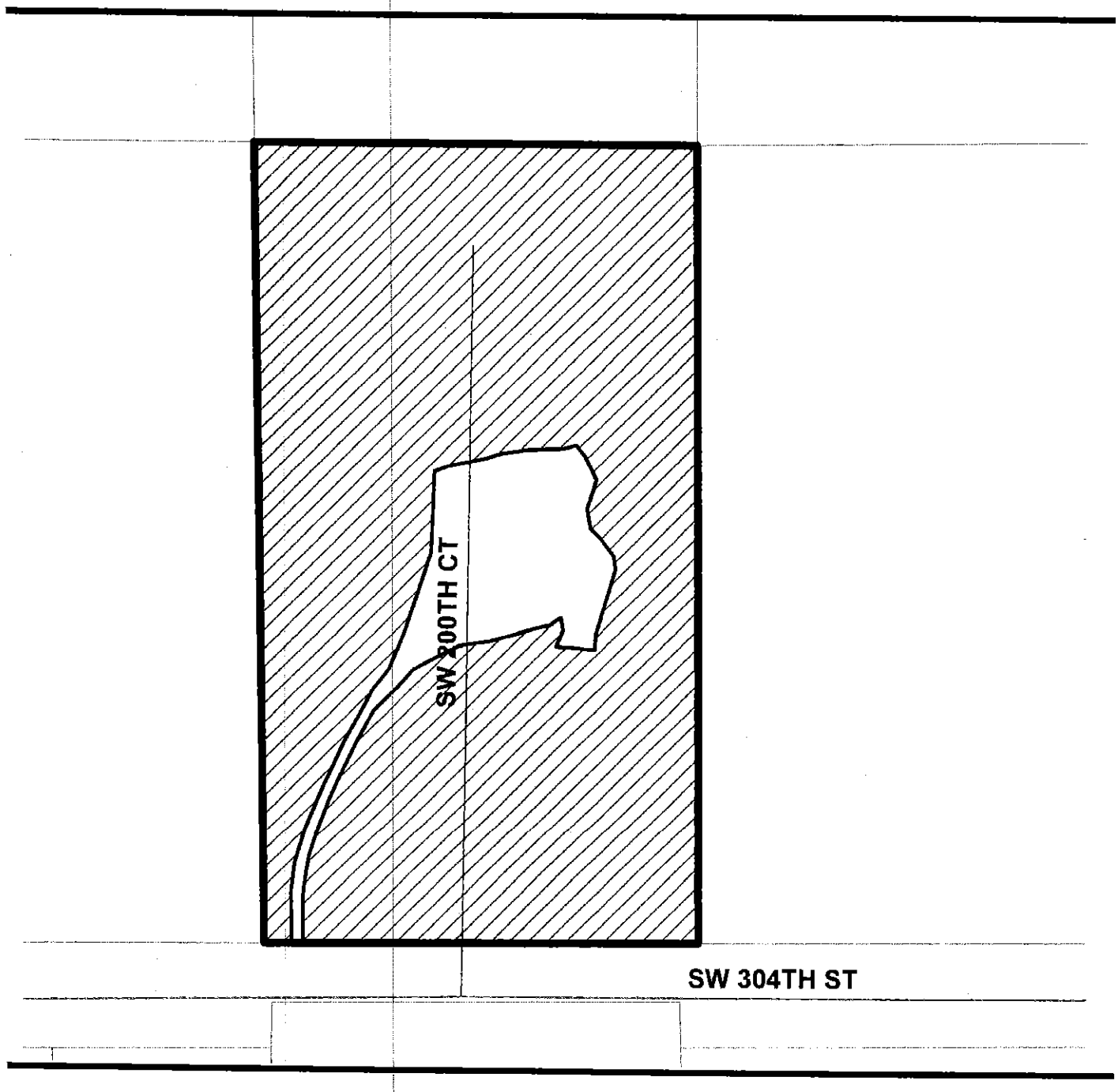
DEBRA DAVIS-SANDS
MY COMMISSION # FF 104909
EXPIRES: March 23, 2018
Bonded Thru Notary Public Underwriters

EXHIBIT A

LEGAL DESCRIPTION

Folio Number:	30-7810-000-0081
Property Address:	19975 SW 304 ST MIAMI-DADE COUNTY, FL 33030
Legal description:	THE W ½ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF THE NORTHEAST OF SECTION 10, TOWNSHIP 57 SOUTH, RANGE 38 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA, LESS THE SOUTH 35 FEET THEREOF FOR PUBLIC HIGHWAY PURPOSES.

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



Legend

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

Map created by
Luis Moreno
on 9/23/2015

N
W E
S

SCALE: 1 inch = 104 feet

Exhibit C
Rockland Hammock Management Plan for Machado

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

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

Folio #: 30-7810-000-0081

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

Location

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

Distance from nearest EEL/county-owned site: ~0.00 (adjacent) feet to Meissner Hammock.
Distance from nearest EEL covenant site: ~0.00 (adjacent) feet to 19921 SW 304 St.
Distance from nearest county-designated Natural Forest Community (NFC): ~0.00 (adjacent) feet to 19921 SW 304 St.

Property Information

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

Pine rocklands were once South Florida's dominant plant community, occupying about 186,000 acres along the Miami rock ridge, which is a large limestone outcropping that extends south from the Miami River to Everglades National Park. Because of its high elevation, the Miami rock ridge was the first area to be impacted by development. The clearing of large tracts for development has now reduced pine rocklands to about 20,000 acres, most of which are now protected inside Everglades National Park. The pine rockland canopy is dominated almost exclusively by slash pines. Beneath this canopy lays a rich understory composed of grasses, sedges, palms, vines, shrubs and wildflowers of temperate and tropical origin, many of which are listed as endangered or threatened. A sub-climatic community, pine rocklands have depended on fire to keep them from

transitioning into hardwood hammocks. Fire exclusion has caused many properties that were formerly pine rockland to either transition into hammock or become invaded by non-native invasive species. This has caused a net loss of biodiversity and the extinction or near extinction of several rare and unique plant species. Pine rocklands are South Florida's most floristically diverse plant community and contain several endemic species that are found nowhere else in the world. For this reason, the Florida Natural Areas Inventory (FNAI) classifies pine rocklands as globally imperiled. The implementation of this management plan helps reduce exotic plant infestations and also maintains and re-establishes federally and State listed plant species within Miami-Dade County, both of which are stated as objectives in CON-8 of the Miami-Dade County Comprehensive Development Master Plan (CDMP).

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

Present Condition

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

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

Conclusion

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

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

Ecological Goals

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

Management Goals

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

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

Management Techniques and Schedule for Rockland Hammock

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

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

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

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

PLANT SPECIES LIST*

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

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

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

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

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

MANAGEMENT PLAN AGREEMENT (must be signed by all owners)

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

SIGNATURE

9/25/2015
DATE

ATTACHMENT N

THIS INSTRUMENT PREPARED BY:
Donald H. and Loida B. Knuth
Mailing address:
436 NE 21 Ave
Homestead, FL 33033

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

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

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

1. The EEL Preservation Area on the Property, as shown on the map attached hereto as Exhibit B and incorporated herein by reference, shall be maintained in its present natural state.

2. The EEL Preservation Area on the Property shall be and the same is hereby subject to the conservation restrictions set forth in Exhibit C, which is attached hereto and incorporated herein by reference, including, but not limited to, the requirement that the Owner, shall

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

3. **County Inspection and Requests for Curative Action.** As further part of this Covenant, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, shall have the right, upon written notification to the, then, owner(s) of the Property, as reflected in the Property Appraiser's records, to inspect the Property at reasonable times to determine whether the Property is being maintained in the manner required by this Covenant. Should the County determine after such an inspection that some curative action on the Property is necessary in order to preserve the terms of this covenant, the County shall notify the then, owner(s) in writing by Certified Mail, return receipt requested, at the address of record from the Property Appraiser's office,, of the particular curative action required and the reasons therefor. The, then, owner(s) shall have the right to appeal such proposed curative action to the Board of County Commissioners by filing a written objection with the Clerk of the Board within thirty (30) days after receipt of written notification of said proposed curative action and the reasons therefor.

4. **Covenant Running with the Land.** This Covenant on the part of the Owner shall constitute a covenant running with the land and shall be recorded, at Owner's expense, in

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

5. **Term.** This Covenant is to run with the land and shall be binding on all parties and all persons claiming under it for a period of ten (10) years from the date this Covenant is recorded, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Covenant has first been modified or released by Miami-Dade County.

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

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

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

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

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

9. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such additional rights, remedies or privileges.

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11. **Recording.** This Covenant, along with a certified copy of the resolution from the Board of County Commissioners accepting the Covenant, shall be filed of record in the public records of Miami-Dade County, Florida at the costs of the Owners after the effective date of the Board of County Commissioners' resolution accepting the Covenant. This Covenant shall become effective immediately upon recordation.

12. **Acceptance of Covenant.** Acceptance of this Covenant does not obligate the County in any manner, nor does it entitle the Owner to approval of any application, and the Board of County Commissioners and the County retain full power and authority to deny each such application in whole or in part.

13. **Owner.** The term Owner shall include the Owner, and its heirs, successors and assigns.

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

INDIVIDUAL

WITNESSES:

sign Tamar Lagueene

print Tamar Lagueene

sign

print ITALA BEJARANO

sign Tamar Lagueene

print Tamar Lagueene

sign

print ITALA BEJARANO

OWNER(S):

sign Donald H Knuth

print DONALD KNUTH

Address 19735 SE 24th Ave Homestead FL 33035

sign

print LOIDA B. KNUTH

Address 1973 SE 24th Ave. Homestead, FL. 33035

sign

print

Address

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

OSCAR J. ORTIZ
Notary Public - State of Florida
My Comm. Expires Mar 5, 2018
Commission # FF 098605
Bonded Through National Notary Assn.

NOTARY PUBLIC:

Sign

Print OSCAR ORTIZ

State of Florida at Large (Seal)

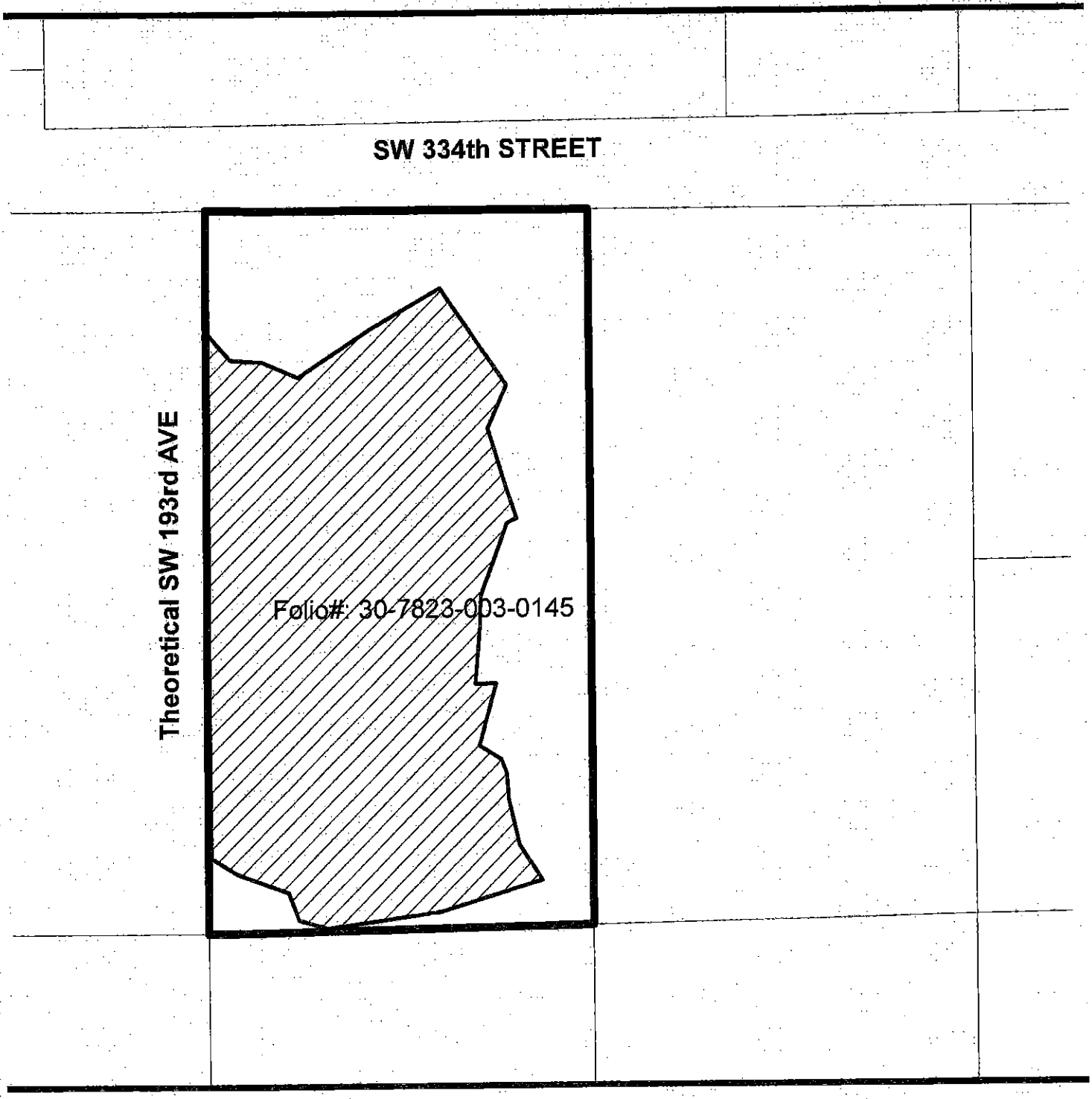
My Commission Expires: 03.05.2018

EXHIBIT A

LEGAL DESCRIPTION

Folio Number:	30-7823-003-0145
Property Address:	VICINITY OF SW 334 ST AND THEORETICAL SW 193 AVE MIAMI-DADE COUNTY, FLORIDA
Legal description:	THE WEST 165 FEET OF THE NORTH ½ OF TRACT 2, LESS THE NORTH 25 FEET THEREOF, OF J.L. WADDY SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, AT PAGE 104, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING IN THE SOUTH ½ OF THE NW ¼ OF SECTION 23, TOWNSHIP 57 SOUTH, RANGE 38 EAST.

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



Legend

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

Map created by
Luis Moreno
on 7/01/2015

SCALE: 1 inch = 58 feet

N
W E
S

194

Exhibit C
Management Plan
for Knuth

Location: Vicinity of SW 334th St and SW 192nd Ave, Miami-Dade County, Florida.

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

Folio #: 30-7823-003-0145

Forest Type: Pine Rockland

Location

The property is located in the vicinity of SW 334th Street and theoretical SW 193rd Ave, Section 23 of Township 57 South, Range 38.
Distance from nearest EEL site: ~350 feet from Rock Pit #39;
Distance from nearest EEL covenanted site: ~200 feet to property with folio number 30-7823-003-0051;
Distance from nearest county-designated Natural Forest Community (NFC) site: ~0.0 feet; adjacent to property with folio number 30-7823-003-0147.

Property Information

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

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

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

Present Condition

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

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

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

Conclusion

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

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

The County will benefit from the active management of the site through the 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 was well as other natural areas in the EEL Covenant Program, provides other environmental benefits such as carbon sequestration, ground water recharging and storm water runoff reduction.

Ecological Goals

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

Management Goals

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

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

Management Techniques and Schedule

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

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

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

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

PLANT SPECIES LIST*

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

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

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

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

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

MANAGEMENT PLAN AGREEMENT (must be signed by all owners)

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

Donald Knuth
SIGNATURE

9/25/2015
DATE

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

SIGNATURE

9/25/2015
DATE