

# MEMORANDUM

Agenda Item No. 8(L)(2)

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**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** December 1, 2021

**FROM:** Geri Bonzon-Keenan  
County Attorney

**SUBJECT:** Resolution accepting 11  
environmentally endangered  
lands covenants in Miami-Dade  
County, Florida

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



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Geri Bonzon-Keenan  
County Attorney

GBK/jp

**Date:** December 1, 2021  
**To:** Honorable Chairman Jose “Pepe” Diaz  
and Members, Board of County Commissioners  
**From:** Daniella Levine Cava   
Mayor  
**Subject:** Resolution Accepting 11 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 11 covenants running with the land for the preservation and maintenance of environmentally endangered lands listed below and shown as attachments to the resolution.

## **Scope**

These covenants are for properties located in Commission Districts 7 and 8, which are represented by Commissioner Raquel Regalado and Commissioner Danielle Cohen Higgins, respectively.

## **Delegation of Authority**

This resolution authorizes the County Mayor or County Mayor’s designee to record the covenants accepted herein and applicable joinders by mortgagees in the Public Records of Miami-Dade County, Florida. Additionally, this resolution authorizes the County Mayor or County Mayor’s designee to provide recorded copies of the covenants and applicable joinders to the Clerk of the Board within 30 days of the effective date of this resolution; to attach and permanently store recorded copies of the covenants and applicable joinders together with this resolution; and to forward certified copies of same to the Property Appraiser.

## **Fiscal Impact/Funding Source**

Under section 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 property values from the Miami-Dade County Property Appraiser upon execution of the covenants and approval by the Board.

## **Track Record / Monitor**

The Manager of the Tree and Forest Resources Section in the Department of Regulatory and Economic Resources, Division of Environmental Resources Management, Lazaro Quintino, will monitor these covenants.

## **Background**

On December 4, 1979, chapter 25B (Article II) of the Code was approved by the Board under Ordinance No. 79-105. This chapter allows qualifying property owners to voluntarily enter into a 10-year covenant running with the land and in favor of Miami-Dade County with the Board, stipulating that their property will be preserved and maintained in its natural state subject to one or more conservation restrictions. Additionally, this chapter 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 87 properties with environmentally endangered lands covenants in Miami-Dade County, comprising a total of 379.50 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 inhabit pine rocklands with more than 20 percent of those species being endemic and 10 species being federally listed as threatened or endangered and at least two other species 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 to the property owners. If any portion of the covenant is breached, the property owner is then liable for all deferred tax liability (i.e. taxes that would have been required had the endangered land designation not been granted) plus any required interest and penalties on the deferred tax liability.

The sites listed below meet the criteria for environmentally endangered lands. Therefore, the resolution is recommended for approval of the attached 11 environmentally endangered lands covenants for the following properties in Miami-Dade County.

**New Covenants**

Attachment A: Thomas J. Blakley (1.76 acres of tropical hardwood hammock) Folio 30-7906-000-0130 at 28580 SW 170 Avenue, Miami-Dade County

Attachment B: Philip Stoddard & Alice Gray Read (0.20 acres of tropical hardwood hammock with wetland feature) Folio 09-4025-062-0020 at 6820 SW 64 Court, Miami-Dade County

**Renewal Covenants**

Attachment C: Larry W. & Gloria B. Dunagan (3.80 acres of tropical hardwood hammock) Folio 30-6916-001-0680 at 14975 SW 232 Street, Miami-Dade County

Attachment D: Larry W. Dunagan TRS & Larry W. Dunagan REV TR (5.00 acres of tropical hardwood hammock) Folio 30-6916-001-0681 at SW 228 Street & SW 149 Avenue, Miami-Dade County

Attachment E: Kimberly M. Chalker LE & REM Ashley M. Chalker (3.72 acres of tropical hardwood hammock) Folio 30-6916-001-0670 at 14910 SW 228 Street, Miami-Dade County

Attachment F: Gerald C. Case TRS, Gerald C. Case & Janet M. Case (3.77 acres of tropical hardwood hammock). Folio 30-6916-001-0671 at 14925 SW 232 Street, Miami-Dade County

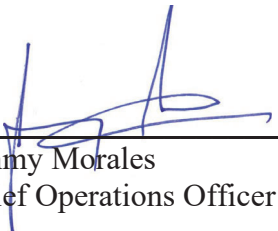
Attachment G: Ramon & Lucia Soria (2.38 acres of tropical hardwood hammock)  
Folio 30-6916-001-0461 at 22145 SW 154 Avenue, Miami-Dade County

Attachment H: Arthur A. Ballard TRS, Arthur A. and Kathleen Ballard Joint Living Trust, Kathleen N. Ballard TRS (1.57 acres of tropical hardwood hammock)  
Folio 30-6916-001-0530 at 22150 SW 154 Avenue, Miami-Dade County

Attachment I: Steven H. & Ethel K. Hurst (4.21 acres of pine rockland)  
Folio 30-6811-000-0180 at 21355 SW 192 Avenue, Miami-Dade County

Attachment J: L. Alice Warren (4.30 acres of pine rockland)  
Folio 30-6921-000-0092 at 23905 Kingman Road, Miami-Dade County

Attachment K: William T. Grant (2.00 acres of pine rockland). Folio 30-6921-000-0093 at 14900 SW 240 Street, Miami-Dade County



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Jimmy Morales  
Chief Operations Officer



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** December 1, 2021

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 8(L)(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 present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_ ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

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

Agenda Item No. 8(L)(2)  
12-1-21

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

RESOLUTION ACCEPTING 11 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 11 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: 30-7906-000-0130 at 28580 SW 170 Avenue, 1.76 acres of tropical hardwood hammock (Attachment A);
2. Folio: 09-4025-062-0020 at 6820 SW 64 Court, 0.20 acres of tropical hardwood hammock with wetland feature (Attachment B);
3. Folio: 30-6916-001-0680 at 14975 SW 232 Street, 3.80 acres of tropical hardwood hammock (Attachment C);
4. Folio: 30-6916-001-0681 at SW 228 Street & SW 149 Avenue, 5.00 acres of tropical hardwood hammock (Attachment D);
5. Folio: 30-6916-001-0670 at 14910 SW 228 Street, 3.72 acres of tropical hardwood hammock (Attachment E);
6. Folio: 30-6916-001-0671 at 14925 SW 232 Street, 3.77 acres of tropical hardwood hammock (Attachment F);
7. Folio: 30-6916-001-0461 at 22145 SW 154 Avenue, 2.38 acres of tropical hardwood hammock (Attachment G);
8. Folio: 30-6916-001-0530 at 22150 SW 154 Avenue, 1.57 acres of tropical hardwood hammock (Attachment H);
9. Folio: 30-6811-000-0180 at 21355 SW 192 Avenue, 4.21 acres of pine rockland (Attachment I);
10. Folio: 30-6921-000-0092 at 23905 Kingman Road, 4.30 acres of pine rockland (Attachment J);
11. Folio: 30-6921-000-0093 at 14900 SW 240 Street, 2.00 acres of pine rockland (Attachment K); 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:

**Section 1.** This Board hereby accepts the attached covenants and, pursuant to Resolution No. R-974-09, hereby directs the County Mayor or 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.

**Section 2.** This Board directs the County Mayor or County Mayor’s designee to (a) 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; and (b) directs the Clerk of the Board to attach and permanently store recorded copies of the covenants and applicable joinders together with this resolution; and (c) directs the County Mayor or County Mayor’s designee to forward certified copies of same to the Property Appraiser.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Jose "Pepe" Diaz, Chairman

Oliver G. Gilbert, III, Vice-Chairman

Sen. René García

Sally A. Heyman

Eileen Higgins

Kionne L. McGhee

Raquel A. Regalado

Sen. Javier D. Souto

Keon Hardemon

Danielle Cohen Higgins

Joe A. Martinez

Jean Monestime

Rebeca Sosa

The Chairperson thereupon declared this resolution duly passed and adopted this 1<sup>st</sup> day of December, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

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

Approved by County Attorney as  
to form and legal sufficiency.



Cristina M. Raboinet



**ATTACHMENT A**

THIS INSTRUMENT PREPARED BY:

Thomas J. Blakley

Mailing address:

28590 SW 170 AVE

Homestead, Florida 33030

COVENANT RUNNING WITH THE  
LAND IN FAVOR OF MIAMI-DADE  
COUNTY, FLORIDA, CONCERNING  
ENVIRONMENTALLY ENDANGERED  
LAND LOCATED AT 28580 SW 170 AVE,  
MIAMI-DADE COUNTY, FLORIDA,  
CURRENTLY FOLIO # 30-7906-000-0130.

WHEREAS, the undersigned Owner, Thomas J. Blakley, hold the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit A, attached hereto, and hereinafter called the "Property," and

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

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

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

3. **County Inspection and Requests for Curative Action.** As further part of this Covenant, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, shall have the right, upon written notification to the, then, owner 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 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 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 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 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 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 Owner 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 6 day of August, 2021.

WITNESSES:

Sign: [Signature]

Print: Janette Machado

Sign: [Signature]

Print: Yamilah Mendoza

OWNER: Thomas J. Blakley

Sign: [Signature]

Print: THOMAS J. BLAKLEY

Title: OWNER

Address: 28590 SW 170 AVE  
HOMESTEAD, FL 33030

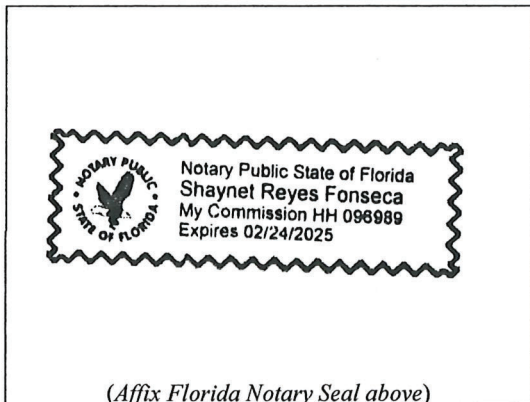
STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

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

physical presence  online notarization this 6 day of August, 2021.  
(date) (month) (year)

by Thomas J. Blakley  
(name of individual swearing or affirming)

Individual identified by:  personal knowledge  satisfactory evidence Fla. Drivers License  
(type)



[Signature]  
(Signature of Notary Public)  
  
[Name]  
(typed, printed, or stamped name of Notary Public)

**EXHIBIT A**

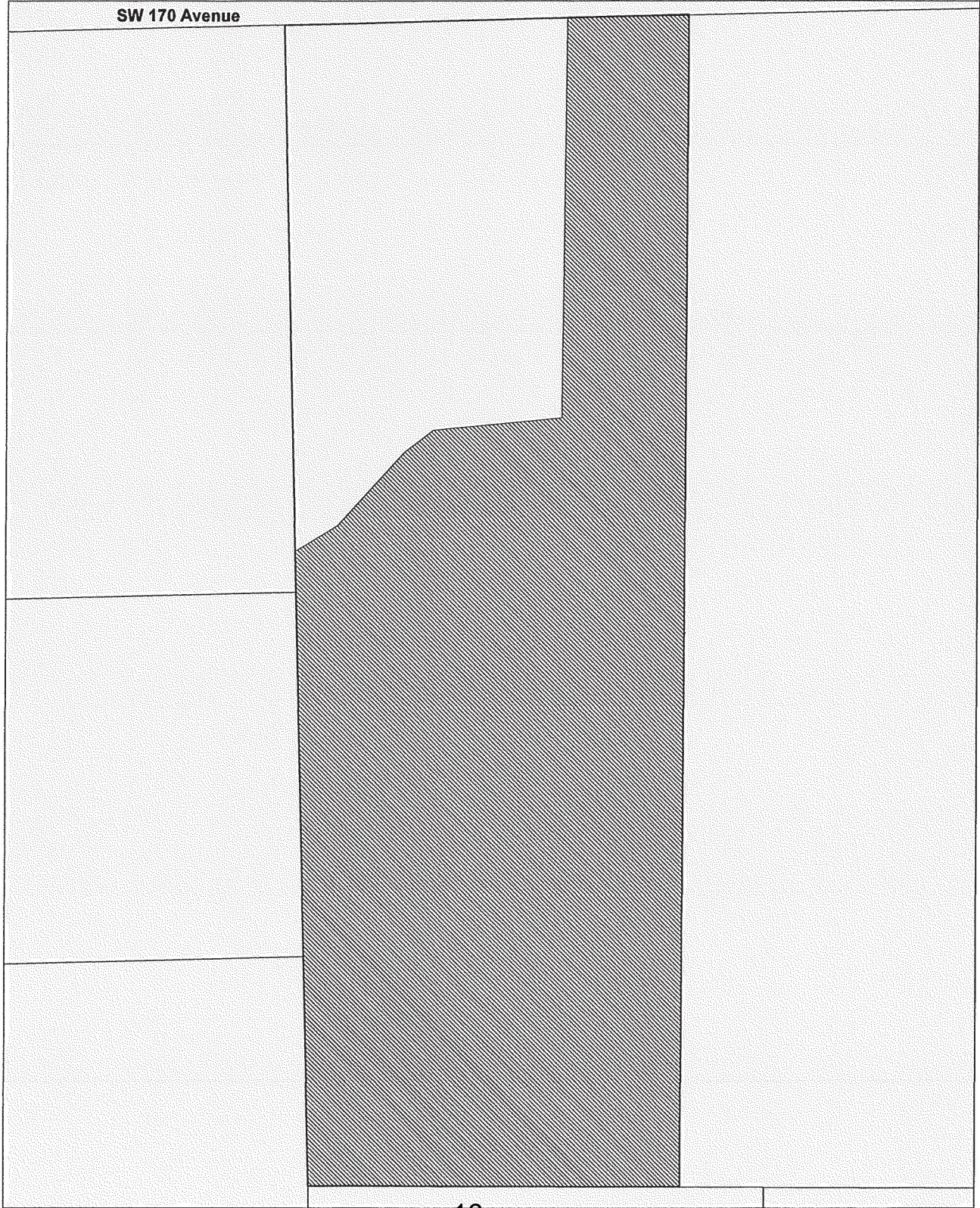
**LEGAL DESCRIPTION**

**Folio Number:** 30-7906-000-0130

**Property Address:** 28580 SW 170 AVENUE, MIAMI-DADE COUNTY  
FLORIDA.

**Legal description:** THE NORTH ½ OF THE EAST ¾ OF THE SOUTH ½ OF  
THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF  
THE NORTHEAST ¼ OF SECTION 6, TOWNSHIP 57  
SOUTH, RANGE 39 EAST LESS THE EAST 25 FEET,  
LYING AND BEING IN DADE COUNTY, FLORIDA.  
**A/K/A 28580 SW 170<sup>TH</sup> AVE., HOMESTEAD, FL 33030**

Exhibit B: EEL Boundary on the property of Thomas J. Blakley  
Folio #: 30-7906-000-0130

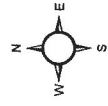


**Legend**

Parcels

Property Boundary

EEL Covenanted Area: 1.76 acres



Map prepared by C. Stocking  
on 06/22/2021



**Exhibit C**  
**Tropical Hardwood Hammock Management Plan**  
**for Thomas J. Blakley**

**Location:** 28580 SW 170<sup>TH</sup> Avenue, Miami, Florida

**Size:** 1.83 acre parcel  
1.76 acres qualify for Environmentally Endangered Lands (EEL) covenant

**Folio #:** 30-7906-000-0130

**Forest Type:** Tropical Hardwood Hammock

**Location**

The property is located on the west side of SW 170<sup>TH</sup> Avenue at approximately SW 286<sup>TH</sup> Street. The site is a developed residential lot outside the urban development boundary (UDB), and it is bordered by residential properties containing county-designated Natural Forest Community (NFC) to the south and west. The property can be accessed via SW 170<sup>th</sup> Avenue.

Distance from nearest County-owned Natural Forest Community (NFC) site: ~1,500 feet from Ingram Pineland (folio #: 30-7906-000-0600)

Distance from nearest privately-owned Natural Forest Community (NFC) site: ~0 feet from Thomas J. Blakley (folio #: 30-7906-000-0100)

Distance from nearest EEL Covenanted site: ~0 feet from Thomas J. Blakley (folio #: 30-7906-000-0100)

**Property Information**

The property consists of 1.76 acres of tropical hardwood hammock which qualifies for an EEL Covenant. The property contains a one-story single-family residence with an open front yard that has many native species. The property is accessible by SW 170<sup>th</sup> Avenue. The property is located on the Miami rock ridge. The property was designated as natural forest community (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 45, T57 R39 S06, parcel B.

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 serve as habitat for a wide array of animal species. Many of the rare plants harbored by this habitat are fern species found in geologically significant solution holes.

### **Present Condition**

The canopy and understory of this hammock are dominated by native species. The plant list is diverse and there are several listed species on site, such as Simpson's stopper (*Myricanthes fragrans*), Royal palm (*Roystonea regia*), and Goatsfoot passionflower (*Passiflora sexflora*).

Mr. Blakley took ownership of the property just this year (2021) but has worked with the previous owners over the years to help with the management of the hammock onsite. The ongoing management that has taken place has kept the exotic coverage relatively low. The property has notable geological formations including solution holes. While the hammock may have archaeological significance, it has not been officially designated, although the Miami-Dade County Historic Preservation Board stresses that all solution holes may contain archaeological or paleontological materials of significance. The site could be designated if the property owner chooses to do so. The number of solution holes is unknown at this time, but future management plans for the property include mapping all solution holes onsite and doing an inventory of the fern species within them. The stable and humid environment in these formations allows for several fern species to exist here, including the state threatened broad halberd fern (*Tectaria heracleifolia*) which is present on neighboring property, also owned by Mr. Blakley.

### **Conclusion**

Overall, the covenanted area is in good condition and will continue to improve with future management efforts encouraged and supported by the EEL covenant. The property is an important connection to other natural areas in the vicinity and allows for an exchange of seeds and wildlife stop overs between these other areas. The county will benefit from the active management of the site through the inherent values that natural areas provide and by gaining improved and increased wildlife habitat and biodiversity. It is important to note that the preservation of this site, as well as other natural areas in the EEL Covenant Program, provides other environmental benefits such as carbon sequestration, ground water recharging and storm water runoff reduction.

### **Ecological Goals:**

1. Maintain native plant biodiversity on the entire site.
2. Maintain a diverse understory and preserve rare hammock species.
3. Provide habitat for native wildlife.
4. Maintain solution holes and rare fern populations.
5. Eliminate invasive exotic species.

**Management Goals:**

1. Eliminate invasive exotic plants to achieve 3% or less exotic cover.
2. Allow natural regeneration of native plants.
3. The property owner shall submit an annual report listing all management practices and treatments that were conducted within the covenanted area.

**Management Techniques and Schedule:**

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

**Year 1-5:** Hand removal and herbicide treatment of all invasive exotic plant species to achieve 3% or less exotic coverage. Monitor for native plant species recruitment in areas that have been cleared of exotics and planting native species, if necessary. All plantings must be approved by DERM.

**Year 6-10:** Continue the hand removal and herbicide treatment of all invasive exotic plant species. The exotic plant species coverage shall be maintained at 3% or less. Continued monitoring for native plant species recruitment.

Property Owner: Thomas J. Blakley  
Folio: 30-7906-000-0130  
Date: May 19, 2019  
DERM Staff: CS & MLeon

**PLANT SPECIES LIST\***

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

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

Scientific Name	Common Name	Origin/Status
<i>Ardisia elliptica</i>	Shoe-button ardisia	E/EPPC I
<i>Ardisia escallonioides</i>	Marlberry	N
<i>Baccharis halimifloia</i>	Saltbush	N
<i>Bidens alba var. radiata</i>	Spanish needles	N
<i>Bursera simaruba</i>	Gumbo limbo	N
<i>Callicarpa americana</i>	Beauty berry	N
<i>Cassytha filiformis</i>	Lovevine	N
<i>Carica papaya</i>	Papaya	E
<i>Chiococca alba</i>	Snowberry	N
<i>Chromolaena odorata</i>	Jack-in-the-bush	N
<i>Chrysophyllum oliviforme</i>	Satinleaf	N/FL threatened
<i>Erythrina herbacea</i>	Coralbean	N
<i>Eugenia axillaris</i>	White stopper	N
<i>Euphorbia cyathophora</i>	Paintedleaf	N
<i>Exothea paniculata</i>	Inkwood	N
<i>Ficus aurea</i>	Strangler fig	N
<i>Ficus citrifolia</i>	Short-leaf fig	N
<i>Forestiera segregata</i>	Florida privet	N
<i>Guettarda scabra</i>	Rough velvet seed	N
<i>Hamelia patens</i>	Firebush	N
<i>Ilex krugiana</i>	Krug's holly	N/FL endangered
<i>Lysiloma latisiliquum</i>	Wild tamarind	N
<i>Momordica charantia</i>	Balsam pear	E/EPPC II
<i>Morinda royoc</i>	Mouse's pineapple	N
<i>Myrica cerifera</i>	Wax myrtle	N
<i>Myrsine cubana</i>	Myrsine	N
<i>Neyraudia reynuadia</i>	Burma reed	E/EPPC I
<i>Parthenocissus quinquefolia</i>	Virginia creeper	N
<i>Passiflora suberosa</i>	Corkstem passionflower	N
<i>Persea borbonia</i>	Red bay	N
<i>Phlebodium aureum</i>	Golden polypody	N
<i>Pisonia aculeata</i>	Devil's claws	N
<i>Pleopeltis polypodioides var. michauxiana</i>	Resurrection fern	N
<i>Prunus myrtifolia</i>	West indian cherry	N/FL threatened
<i>Psychotria nervosa</i>	Wild coffee	N
<i>Pteris vittata</i>	China brake	E/EPPC II
<i>Quadrella cynophallophoro</i>	Jamaica caper-tree	N
<i>Quercus virginiana</i>	Live oak	N
<i>Rhus copallinum</i>	Southern sumac	N
<i>Roystonea regia</i>	Royal palm	N/FL endangered
<i>Sabal palmetto</i>	Sabal palm	N
<i>Schefflera actinophylla</i>	Umbrella	E/EPPC I
<i>Serenoa repens</i>	Saw palmetto	N

<i>Senna ligustrina</i>	Privet senna	N
<i>Sideroxylon foetidissimum</i>	Wild mastic	N
<i>Simarouba glauca</i>	Paradise tree	N
<i>Smilax auriculata</i>	greenbrier	N
<i>Stachytarpheta jamaicensis</i>	Blue porterweed	N
<i>Syngonium angustatum</i>	Arrowhead vine	E
<i>Tetrazygia bicolor</i>	West Indian lilac	N/FL threatened
<i>Thelypteris kunthii</i>	Southern shield fern	N
<i>Tillandsia fasciculata</i> var. <i>densispica</i>	Stiff-leaved wild-pine	N/FL endangered
<i>Tillandsia setacea</i>	Thin-leaved wild-pine	N
<i>Toxicodendron radicans</i>	Poison ivy	N
<i>Tradescantia spathacea</i>	Oysterplant	E/EPPC II
<i>Trema micrantha</i>	Florida trema	N/FL endangered
<i>Varronia bullata</i> var. <i>humilis</i>	Butterflybush	N
<i>Verbesina virginiana</i>	Frostweed	N
<i>Vitis rotundifolia</i>	Grape vine	N
<i>Zamia intergrifolia</i>	Coontie	N/FL commercially exploited
<i>Zanthoxylum fagara</i>	Wild lime	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, Thomas J. Blakley hereby certify that I have read and understood this management plan and agree to follow its management recommendations.

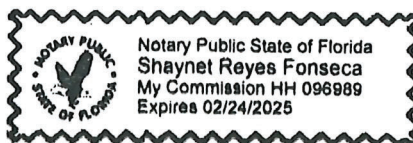
THOMAS J. BLAKLEY  
SIGNATURE

AUG 6, 2021  
DATE

STATE OF FLORIDA  
COUNTY OF Miami Dade.

The foregoing instrument was acknowledged before me this 6 day of August 21, by Thomas J. Blakley.

[Signature]  
Notary Public's Signature  
Personally Known OR  
Type of Identification Produced FLDL.



ATTACHMENT B

THIS INSTRUMENT PREPARED BY:

Philip Stoddard

Alice Gray Read

Mailing address:

6820 SW 64 Court

South Miami, Florida 33143

COVENANT RUNNING WITH THE  
LAND IN FAVOR OF MIAMI-DADE  
COUNTY, FLORIDA, CONCERNING  
ENVIRONMENTALLY ENDANGERED  
LAND LOCATED AT 6820 SW 64  
COURT, MIAMI-DADE COUNTY,  
FLORIDA, CURRENTLY FOLIO # 09-  
4025-062-0020.

WHEREAS, the undersigned Owner, Philip Stoddard and Alice Gray Read, hold the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit A, attached hereto, and hereinafter called the "Property," and

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

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

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

3. **County Inspection and Requests for Curative Action.** As further part of this Covenant, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, shall have the right, upon written notification to the, then, owner 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 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 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 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 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 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 Owner 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 10 day of August, 2021.

WITNESSES:

Sign: 

Print: Elaine Alvarez

Sign: 

Print: Anthony Hernandez

OWNER: Philip Stoddard

Sign: 

Print: Philip K. Stoddard

Title: owner

Address: 6820 SW 64th Ct  
South Miami FL 33143

WITNESSES:


Sign: 

Print: Elaine Alvarez

Sign: 

Print: Anthony Hernandez

OWNER: Alice Gray Read

Sign: 

Print: Alice Gray Read

Title: owner

Address: 6820 SW 64 Ct.  
South Miami FL 33143

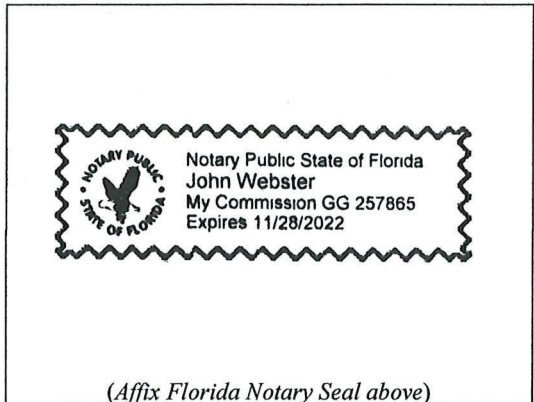
STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

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

physical presence  online notarization this 10 day of August, 2021.  
(date) (month) (year)

by Philip K. Stoddard and Alice G. Read  
(name of individual swearing or affirming)

Individual identified by:  personal knowledge  satisfactory evidence \_\_\_\_\_  
(type)



[Signature]  
(Signature of Notary Public)

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

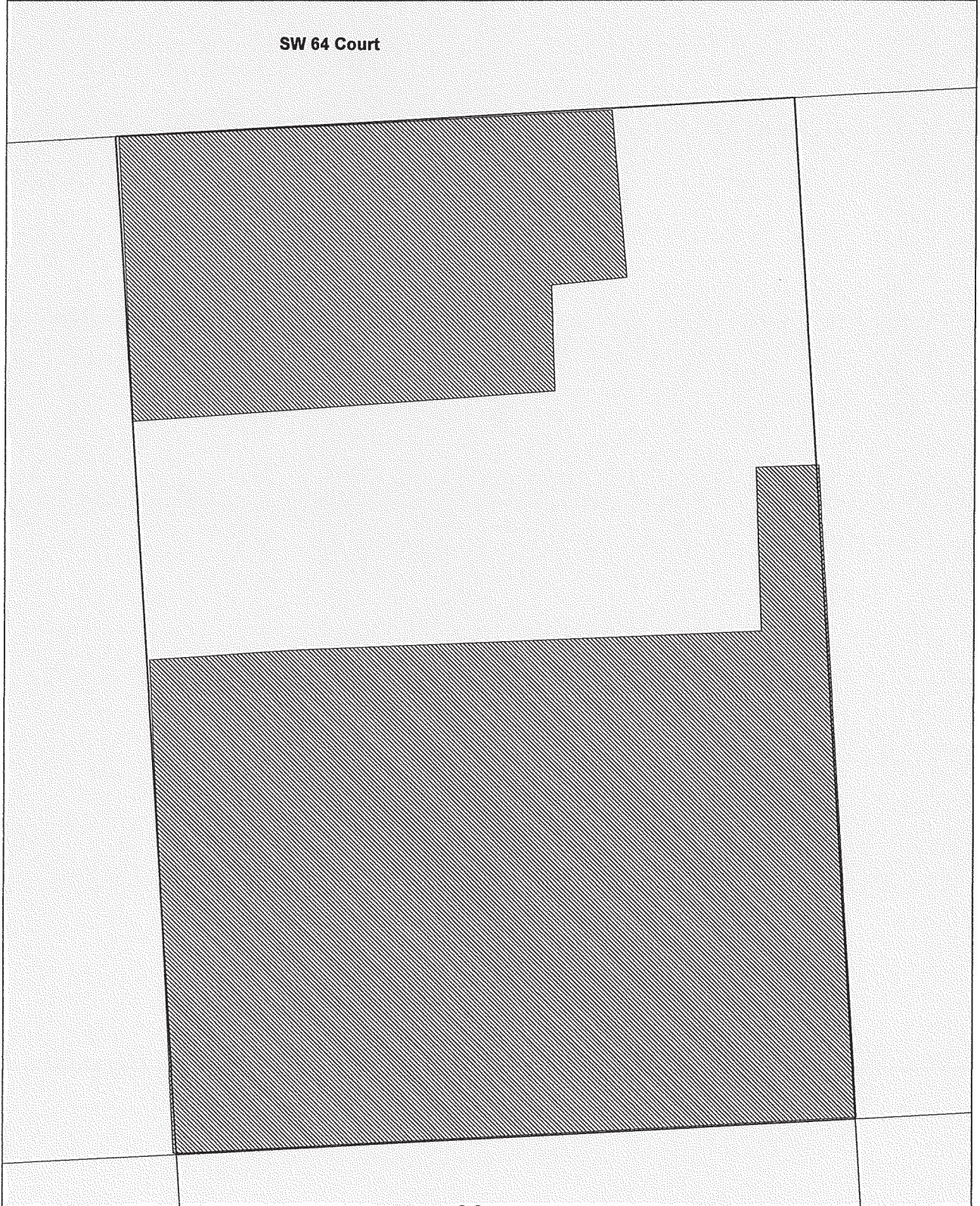
**EXHIBIT A  
LEGAL DESCRIPTION**

**Folio Number:** 09-4025-062-0020

**Property Address:** 6820 SW 64 COURT, MIAMI-DADE COUNTY,  
FLORIDA.

**Legal description:** LOT 2, BLOCK 1, OF SUNSET NORTH, ACCORDING  
TO THE PLAT THEREOF, AS RECORDED IN PLAT  
BOOK 95, AT PAGE 87, OF THE PUBLIC RECORDS  
OF MIAMI, MIAMI-DADE COUNTY, FLORIDA.

Exhibit B: EEL Boundary on the property of Philip Stoddard and Alice Gray Read  
Folio #: 09-4025-062-0020

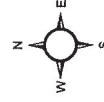


**Legend**

Parcels

Property Boundary

EEL Covenanted Area: 0.20



Map prepared by C. Stocking  
on 06/22/2021

**Exhibit C**  
**Tropical Hardwood Hammock with Wetland Management Plan**  
**for Philip Stoddard & Alice Gray Read**

**Location:** 6820 SW 64 Court

**Size:** 0.30 acre parcel  
0.20 acres qualify for an Environmentally Endangered Lands (EEL) covenant

**Folio #:** 09-4025-062-0020

**Forest Type:** Tropical Hardwood Hammock with a wetland feature.

**Location**

The property is located at 6820 SW 64 Court, Miami, Florida. The site contains a single-family home. The property is inside of the urban development boundary (UDB).

Distance from nearest County-owned Natural Forest Community (NFC) site: ~1.0 miles from Trinity Pineland (folio #: 30-4035-000-0610)

Distance from nearest privately-owned Natural Forest Community (NFC) site: none within 5 miles.

Distance from nearest EEL Covenanted site: ~1.0 miles from Paul Damski (folio #: 30-4035-003-0150)

**Property Information**

The property consists of a 0.30 acre lot with a residential zoning and residential primary use. The 0.20 acre EEL Covenanted area consists of upland and wetland features.. The upland feature has a mix of tropical hardwood hammock species and pineland species. The wetland feature contains an area with a small pond containing wetland plant species and a solution hole. The property is not county designated Natural Forest Community (NFC).

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 harbored by this habitat are fern species found in geologically significant solution holes.

### **Present Condition**

The subject property is currently being used for residential purposes. It is surrounded on three sides (north, east and west sides) by residential properties. The property contains one single-family residence and the surrounding yard was originally filled and sodded. The current property owner removed all the fill from the back yard and created a wetland feature within the hammock. The surrounding hammock is currently in good condition with minimal exotic species. The hammock is mostly planted and contains a wide diversity of hardwood species, including Satinleaf (*Chrysopyllum oliviforme*), West Indian cherry (*Prunus myrtifolia*) and White ironwood (*Hypelate trifoliata*). The pond houses small fish and other aquatic flora and fauna. It is surrounded by mature Pond cypress (*Taxodium ascendens*) and Bald cypress (*Taxodium distichum*). The pond area was created when the current owner bought the property. It houses an array of ferns, mosses and epiphytes.

### **Conclusion**

Overall, the covenanted area is in good condition and will continue to improve and flourish with future management efforts encouraged and supported by the EEL covenant. Future management practices will center on maintaining a 3% or less exotic coverage and building biodiversity.

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

### **Ecological Goals:**

1. Maintain and increase native plant biodiversity on the entire site.
2. Control exotic plant species.
3. Provide habitat for native wildlife.

### **Management Goals:**



1. Eliminate invasive exotic plants to achieve 3% or less exotic cover. Control ornamentals and exotics from spreading into the hammock area.
2. Increase biodiversity with appropriate native plant species.
3. Allow natural regeneration of native plants.
4. The property owner shall submit an annual report listing all management practices and treatments that were conducted within the covenanted area.

**Management Techniques and Schedule:**

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

**Year 1-3:** Hand removal and herbicide treatment of all invasive exotic plant species to achieve 3% or less exotic coverage. Monitor for native plant species recruitment in areas that have been cleared of exotics and plant native species, if necessary. All plantings must be approved by DERM.

**Year 4-10:** Continue the hand removal and herbicide treatment of all invasive exotic plant species. The exotic plant species coverage shall be maintenance at 3% or less. Continued monitoring for native plant species recruitment. Increase native plant diversity with planting native species. All plantings must be approved by DERM.

Property Owner: Philip Stoddard & Alice Gray Read  
 Folio: 09-4025-062-0020  
 Date: May 19, 2021  
 DERM Staff: CS

**PLANT SPECIES LIST\***

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

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

Scientific Name	Common Name	Origin/Status
-----------------	-------------	---------------

<i>Acrostichum danaeifolium</i>	Giant leather fern	N
<i>Adiantum sp.</i>	Maidenhair fern	N
<i>Aristolochia sp.</i>	Pipevine	N
<i>Bidens alba var. radiata</i>	Spanish needles	N
<i>Bourrerria sciculenta.</i>	Bahama strongbark	N/ FL endangered
<i>Bursera simaruba</i>	Gumbo limbo	N
<i>Callicarpa americana</i>	American beautyberry	N
<i>Campyloneurum sp.</i>	Strapfern	N
<i>Canella winterana</i>	Cinnamon bark	N/ FL endangered
<i>Canna flaccida</i>	Golden canna	N
<i>Chrysobalanus icaco</i>	Cocoplum	N
<i>Chrysophyllum oliviforme</i>	Satinleaf	N/ FL threatened
<i>Citharexylum spinosum</i>	Fiddlewood	N
<i>Clusia rosea</i>	Pitch-apple	N
<i>Coccothrinax argentata</i>	Florida silver palm	N/ FL threatened
<i>Erythrina herbacea</i>	Coralbean	N
<i>Eugenia axillaris</i>	White stopper	N
<i>Eugenia rhombea</i>	Red stopper	N/ FL endangered
<i>Guaiacum sanctum</i>	Lignumvitae	N/ FL endangered
<i>Gymnanthes lucida</i>	Crabwood	N
<i>Hamelia patens</i>	Firebush	N
<i>Hibiscus grandiflorus</i>	Swamp hibiscus	N
<i>Hymenocallis sp.</i>	Spiderlily	N
<i>Hypelate trifoliata</i>	White ironwood	N/ FL endangered
<i>Iris virginica</i>	Flag iris	N
<i>Krugiodendron ferreum</i>	Black ironwood	N
<i>Luecothrianx morrisii</i>	Keys thatch palm	N/ FL threatened
<i>Myrcianthes fragrans</i>	Simpson's stopper	N/ FL threatened
<i>Nectandra coriacea</i>	Lancewood	N
<i>Nephrolepis biserrata</i>	Sword fern	N/ FL threatened
<i>Parthenocissus quinquefolia</i>	Virginia creeper	N
<i>Passiflora suberosa</i>	Corkystem passionflower	N
<i>Picramnia pentandra</i>	bitterbush	N/ FL endangered
<i>Pinus elliottii var. dena</i>	Slash pine	N/ FL endemic
<i>Pleopeltis polypodioides var. michauxiana</i>	Resurrection fern	N
<i>Prunus myrtifolia</i>	West Indian cherry	N/ FL threatened
<i>Psychotria nervosa</i>	Wild coffee	N
<i>Quadrella cynophallophora</i>	Jamaica caper-tree	N
<i>Quercus nigra</i>	Water oak	N
<i>Quercus virginiana</i>	Live oak	N
<i>Roystonea regia</i>	Royal palm	N/ FL endangered
<i>Sabal minor</i>	Dwarf palmetto	N
<i>Sabal palmetto</i>	Cabbage palm	N
<i>Salvia coccinea</i>	Tropical sage	N
<i>Selaginella sp.</i>	Spikemoss	E

<i>Senna mexicana</i> var. <i>chapmanii</i>	Bahama senna	N/ FL threatened
<i>Serenoa repens</i>	Saw palmetto	N
<i>Sideroxylon salicifolium</i>	Willow busic	N
<i>Simarouba glauca</i>	Paradise tree	N
<i>Sophora tomentosa</i> var. <i>truncata</i>	Yellow necklace pod	N/ FL endemic
<i>Swientenia mahagnoni</i>	West Indian mahogany	N/ FL threatened
<i>Taxodium ascendens</i>	Pond cypress	N
<i>Taxodium distichum</i>	Bald cypress	N
<i>Terminalia molinetii</i>	Spiny black olive	N
<i>Thalia geniculata</i>	Alligator flag	N
<i>Zamia intergrifolia</i>	Coontie	N/ FL commercially exploited
<i>Zanthoxylum fagara</i>	Wild lime	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, Philip K. Stoddard, hereby certify that I have read and understood this management plan, and agree to follow its management recommendations.

Philip K Stoddard  
SIGNATURE

10-Aug-2021  
DATE

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

Alice Gray Reed  
SIGNATURE

10 Aug 2021  
DATE

ATTACHMENT C

THIS INSTRUMENT PREPARED BY:

Larry W. Dunagan

Gloria B. Dunagan

Mailing address:

14975 SW 232 Street

Miami, Florida 33170

COVENANT RUNNING WITH THE  
LAND IN FAVOR OF MIAMI-DADE  
COUNTY, FLORIDA, CONCERNING  
ENVIRONMENTALLY ENDANGERED  
LAND LOCATED AT 14975 SW 232  
STREET, MIAMI-DADE COUNTY,  
FLORIDA, CURRENTLY FOLIO # 30-  
6916-001-0680.

WHEREAS, the undersigned Owner, Larry W. and Gloria B. Dunagan, hold the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit A, attached hereto, and hereinafter called the "Property," and

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

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

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

3. **County Inspection and Requests for Curative Action.** As further part of this Covenant, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, shall have the right, upon written notification to the, then, owner 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 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 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 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 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 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 Owner 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 10 day of August, 2021.

WITNESSES:

Sign: Greg Case  
Print: Greg Case  
Sign: Jan Case  
Print: Jan Case

OWNER: Larry W. Dunagan  
Sign: Larry Dunagan  
Print: Larry W. Dunagan  
Title: owner  
Address: 14975 SW 232 Street  
Goulds, FL 33170

WITNESSES:

Sign: Greg Case  
Print: GREG CASE  
Sign: Jan Case  
Print: JAN CASE

OWNER: Gloria B. Dunagan  
Sign: Gloria B Dunagan  
Print: Gloria B Dunagan  
Title: owner  
Address: 14975 SW 232 St  
Miami FL 33170

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

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

physical presence  online notarization this 10 day of August, 2021.  
(date) (month) (year)

by Larry W. Duragen & Gloria R. Duragen  
(name of individual swearing or affirming)

Individual identified by:  personal knowledge  satisfactory evidence \_\_\_\_\_  
(type)



Judith E. Dawkins  
(Signature of Notary Public)

Judith E. DAWKINS  
(typed, printed, or stamped name of Notary Public)

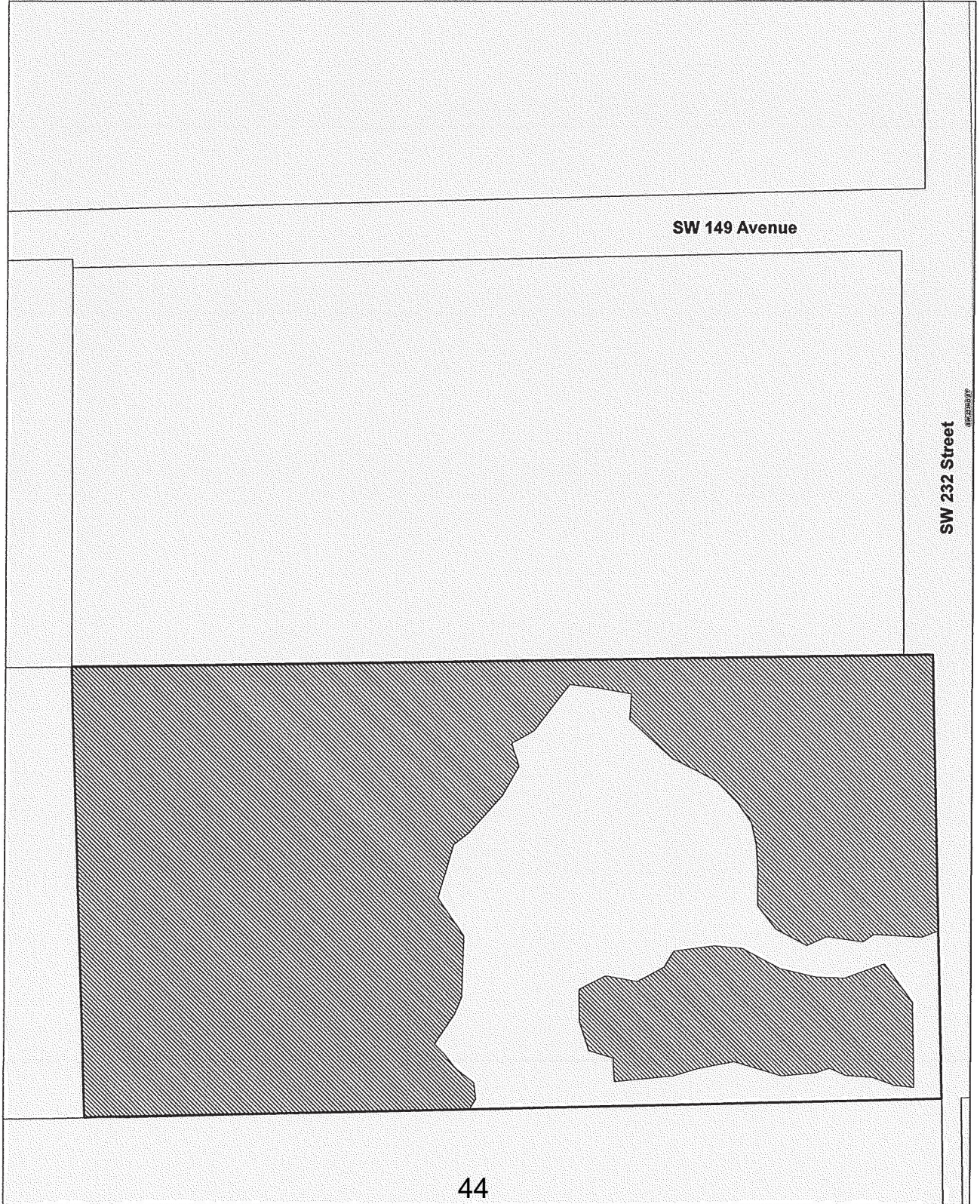
**EXHIBIT A  
LEGAL DESCRIPTION**

**Folio Number:** 30-6916-001-0680

**Property Address:** 14975 SW 232 STREET, MIAMI-DADE COUNTY,  
FLORIDA.

**Legal description:** THE SOUTH ½ OF LOT 54A, 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.

Exhibit B: EEL Boundary on the property of Larry W. and Gloria B. Dunagan  
Folio #: 30-6916-001-0680

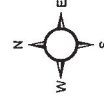


**Legend**

Parcels

Property Boundary

EEL Covenanted Area: 3.80 Acres



Map prepared by C. Stocking  
on 04/30/2021

**Exhibit C**  
**Tropical Hardwood Hammock Management Plan**  
**for Larry W. & Gloria B. Dunagan**

**Location:** 14975 SW 232 Street

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

**Folio #:** 30-6916-001-0680

**Forest Type:** Tropical Hardwood Hammock

**Location**

The property is located on the north side of SW 232 Street, east of SW 152 Avenue. The site is a developed residential lot outside the urban development boundary (UDB) and is bordered by agriculture and residential properties. This property, as well as the surrounding properties to the north and east, are county-designated Natural Forest Communities (NFCs). The property can be accessed via SW 232 Street.

Distance from nearest County-owned Natural Forest Community (NFC) site: ~750 feet from Silver Palm Hammock (folio #: 30-6916-001-0200)

Distance from nearest privately-owned Natural Forest Community (NFC) site: ~0 feet from Gerald C. & Janet M. Case (folio #: 30-6916-001-0671)

Distance from nearest EEL Covenanted site: ~0 feet from Kimberly M. & Ashley M. Chalker (folio #: 30-6916-001-0670)

**Property Information**

The property consists of a single-family home and driveway centered within 3.80 acres of tropical hardwood hammock which qualify for an EEL covenant. The property is adjacent to other environmentally sensitive properties. The property was designated as a natural forest community (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 S16, parcel G. 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.

### **Present Condition**

The current biological condition of the site can be classified as fair to good. The property owner is currently doing management onsite as part of the previous 10 year EEL Covenant management plan. All covenanted areas within the property are currently having issues with exotic vines, shoe button ardisia and Brazilian pepper as a result of the damage the hammock incurred during Hurricane Irma in 2017. The hurricane brought down a few big trees creating a new opening for exotic species to colonize.

The covenanted area to the north of the residence has good native biodiversity and connects to the adjacent hammock to the north (also owned by the same property owner). This area has had quite a bit of exotic management completed along the southern edge. As a result of the continued management of exotic species in this area, native species are slowly starting to revegetate the area.

The covenanted area south of the driveway is in fair condition. This area is mostly dominated by woody plant species but the edges have pockets of pine rockland vegetation.

The covenanted area to the west was once a solid thick wall of Brazilian pepper. Upon placing the covenant on the property 20 years ago, the property owner removed most of the Brazilian pepper and since then native vegetation, both hammock and pine rockland species have revegetated the area. The removal of the Brazilian pepper allowed for the Silver palms in this area to recover and now new ones are popping up.

### **Conclusion**

Overall, the site is in good condition and will continue to improve with future management efforts encouraged and supported by the EEL covenant. Within the property we find a fair diversity of native plants representative of hardwood hammocks and pine rocklands (see species list). Future management of this property will continue to center on eliminating the existing invasive exotics and vines & monitoring for native plant recruitment.

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

### **Ecological Goals**

1. Increase plant biodiversity on the entire site.
2. Maintain and increase hardwood hammock plant species.
3. Provide habitat for native wildlife.

### **Management Goals:**

1. Eliminate invasive exotic plants to achieve 3% or less exotic cover.
2. Allow natural regeneration of native plants.
3. The property owner shall submit an annual report listing all management practices and treatments that were conducted within the covenanted area.

### **Management Techniques and Schedule:**

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

**Year 1-4:** Hand removal and herbicide treatment of all invasive exotic plant species to achieve 3% exotic coverage. Monitor for native plant species recruitment in areas that have been cleared of exotics and planting native species, if necessary. All plantings must be approved by DERM.

**Year 5-10:** Continue the hand removal and herbicide treatment of all invasive exotic plant species. The exotic plant species coverage shall be maintained at 3% or less. Continued monitoring for native plant species recruitment.

Property Owner: Larry W. & Gloria B. Dunnagan  
 Folio: 30-6916-001-0680  
 Date: June 02, 2021  
 DERM Staff: CS & ML

## PLANT SPECIES LIST\*

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

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

Scientific Name	Common Name	Origin/Status
<i>Acalypha chamaedrifolia</i>	Bastard copperleaf	N
<i>Anemia adiantifolia</i>	Pineland fern	N
<i>Ardisia elliptica</i>	Shoe-button ardisia	EEPPC I
<i>Ardisia esccallonioides</i>	Marlberry	N
<i>Bidens alba</i> var. <i>radiata</i>	Spanish needles	N
<i>Bischofia javanica</i>	Bishopwood	E/EPPC I
<i>Bursera simaruba</i>	Gumbo limbo	N
<i>Callicarpa americana</i>	Beautyberry	N
<i>Cassythia filiformis</i>	Lovevine	N
<i>Centrosema virginianum</i>	Spurred butterfly pea	N
<i>Chiococca alba</i>	Snowberry	N
<i>Chrysophyllum oliviforme</i>	Satinleaf	N/ FL threatened
<i>Coccothrinax argentata</i>	Florida silver palm	N/ FL threatened
<i>Commelina erecta</i>	Whitemouth dayflower	N
<i>Crossopetalum ilicifolium</i>	Quailberry	N/FL threatened
<i>Crotolaria pumila</i>	Low rattlebox	N
<i>Croton linearis</i>	Pineland croton	N
<i>Delonix regia</i>	Royal poinciana	E
<i>Dioscorea bulbifera</i>	Common air potato	E/EPPC I
<i>Eugenia axillaris</i>	White stopper	N
<i>Ficus aurea</i>	Strangler fig	N
<i>Galactia striata</i>	Florida hammock milkpea	N
<i>Galactia volubilis</i>	Downy milkpea	N
<i>Guettarda scabra</i>	Rough velvet seed	N
<i>Ilex krugiana</i>	Krug's holly	N/FL endangered
<i>Ipomoea hederifolia</i>	Scarlet creeper	N
<i>Ipomoea indica</i>	Oceanblue morning glory	N



<i>Jasminum dichotomum</i>	Gold Coast jasmine	N
<i>Jasminum fluminense</i>	Brazilian jasmine	E/EPPC I
<i>Koanophyllon villosum</i>	Shrub eupatorium	E/EPPC I
<i>Lantana involcrata</i>	Buttonsage	N
<i>Lysiloma latisiliquum</i>	Wild tamarind	N
<i>Melanthera nivea</i>	Snow squarestem	N
<i>Melanthera parvifolia</i>	Pineland blackanthers	N/FL threatened
<i>Metopium toxiferum</i>	Poison wood	N
<i>Morinda royoc</i>	Mouse pineapple	N
<i>Mosiera longipes</i>	Longstalked stopper	N/FL threatened
<i>Myrsine floridana</i>	Myrsine	N
<i>Nectandara coriacea</i>	Lancewood	N
<i>Nephrolepis exaltata</i>	Sword fern	N
<i>Neyraudia reynaudiana</i>	Burmaweed	E/EPPC I
<i>Oeceoclades maculata</i>	Monk orchid	E
<i>Oplismenus hirtellus</i>	Woodgrass	N
<i>Parthenocissus quinquefolia</i>	Virginia creeper	N
<i>Passiflora suberosa</i>	Corkstem passionflower	N
<i>Phlebodium aureum</i>	Golden polypody	N
<i>Physalis walteri</i>	Walter's groundcherry	N
<i>Phyllanthus pentaphyllus</i> var. <i>floridanus</i>	Five-petal leaf flower	N
<i>Pilea microphylla</i>	Artillery plant	N
<i>Pinus elliorii</i> var. <i>densa</i>	Slash pine	N/FL endemic
<i>Prunus myrtifolia</i>	West Indian cherry	N/FL threatened
<i>Psychotria nervosa</i>	Shiny leaf Wild coffee	N
<i>Psychotria tenifolia</i>	Dull-leaf wild coffee	N
<i>Pleopeltis polypodioides</i> var. <i>michauxiana</i>	Resurrection fern	N
<i>Quercus virginiana</i>	Live oak	N
<i>Rhus copallinum</i>	Southern sumac	N
<i>Rhynchospora floridensis</i>	Whitetop sedge	N
<i>Sabal palmetto</i>	Sabal palm	N
<i>Schefflera actinophylla</i>	Queensland umbrella tree	E/EEPC I
<i>Schinus terebinthifolia</i>	Brazilian pepper	E/EPPC I
<i>Scleria lithosperma</i>	Florida Keys nutrush	N/FL endangered
<i>Serenoa repens</i>	Saw palmetto	N
<i>Sidenroxylon foetidissimum</i>	False mastic	N
<i>Sideroxylon salicifolium</i>	Willow bustic	N
<i>Simarouba glauca</i>	Paradise tree	N
<i>Smilax auriculata</i>	Greenbrier	N
<i>Smilax bona-nox</i>	Saw greenbrier	N
<i>Spermacoce verticillata</i>	Shrubby false buttonweed	E
<i>Stachytarpheta jamaicensis</i>	Blue porterweed	N
<i>Stenotaphrum secundatum</i>	St. Augustine grass	N
<i>Swietenia mahagoni</i>	West Indian Mahogany	N/FL threatened

<i>Tillandsia utriculata</i>	Giant airplant	N/FL endangered
<i>Toxicodendron radicans</i>	Poison ivy	N
<i>Tetrazgia bicolor</i>	West Indian lilac	N/FL threatened
<i>Leucothrinax morrisii</i>	Sliver thatch palm	N/FL threatened
<i>Tragia saxicola</i>	Noseburn	N/FL threatened
<i>Treadescantia spathacea</i>	Oyster plant	E/EPPC I
<i>Trema micrantha</i>	Florida trema	N
<i>Vitis rotundifolia</i>	Muscadine grape	N
<i>Zamia furfuracea</i>	Cardboard palm	E
<i>Zamia intergrifolia</i>	Coontie	N/Fl commenrcailly exploited

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

Larry Dunagan  
SIGNATURE

8/10/2021  
DATE

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

Gloria B Dunagan  
SIGNATURE

8/10/21  
DATE

**ATTACHMENT D**

THIS INSTRUMENT PREPARED BY:

Larry W. Dunagan TRS

Larry W. Dunagan REV TR

Mailing address:

14975 SW 232 Street

Goulds, Florida 33170

COVENANT RUNNING WITH THE  
LAND IN FAVOR OF MIAMI-DADE  
COUNTY, FLORIDA, CONCERNING  
ENVIRONMENTALLY ENDANGERED  
LAND LOCATED IN THE VICINITY OF  
SW 228 STREET AND SW 149 AVENUE,  
MIAMI-DADE COUNTY, FLORIDA,  
CURRENTLY FOLIO # 30-6916-001-0681.

WHEREAS, the undersigned Owner, Larry W. Dunagan TRS and Larry W. Dunagan REV TR, hold the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit A, attached hereto, and hereinafter called the "Property," and

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

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

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

3. **County Inspection and Requests for Curative Action.** As further part of this Covenant, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, shall have the right, upon written notification to the, then, owner 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 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 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 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 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 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 Owner 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  
10 day of August, 2021.

WITNESSES:

Sign: Greg Case

Print: Greg Case

Sign: Jan Case

Print: Jan Case

OWNER: Larry W. Dunagan TRS

Sign: Larry Dunagan TRS

Print: Larry Dunagan

Title: TRS

Address: 14975 SW 232 St.  
Goulds, FL 33170

WITNESSES:

Sign: Greg Case

Print: Greg Case

Sign: Jan Case

Print: Jan Case

OWNER: Larry W. Dunagan REV TR

Sign: Larry Dunagan REV TR

Print: Larry Dunagan

Title: REV TR

Address: 14975 SW 232 St.  
Goulds, FL 33170



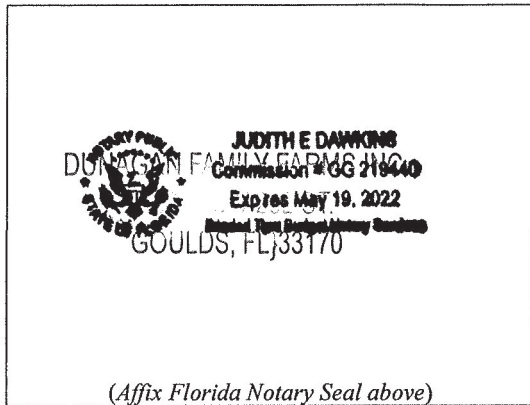
STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

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

physical presence  online notarization this 10 day of August, 2021.  
(date) (month) (year)

by Larry W. Danagan  
(name of individual swearing or affirming)

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



Judith E. Dawkins  
(Signature of Notary Public)

Judith E. DAWKINS  
(typed, printed, or stamped name of Notary Public)

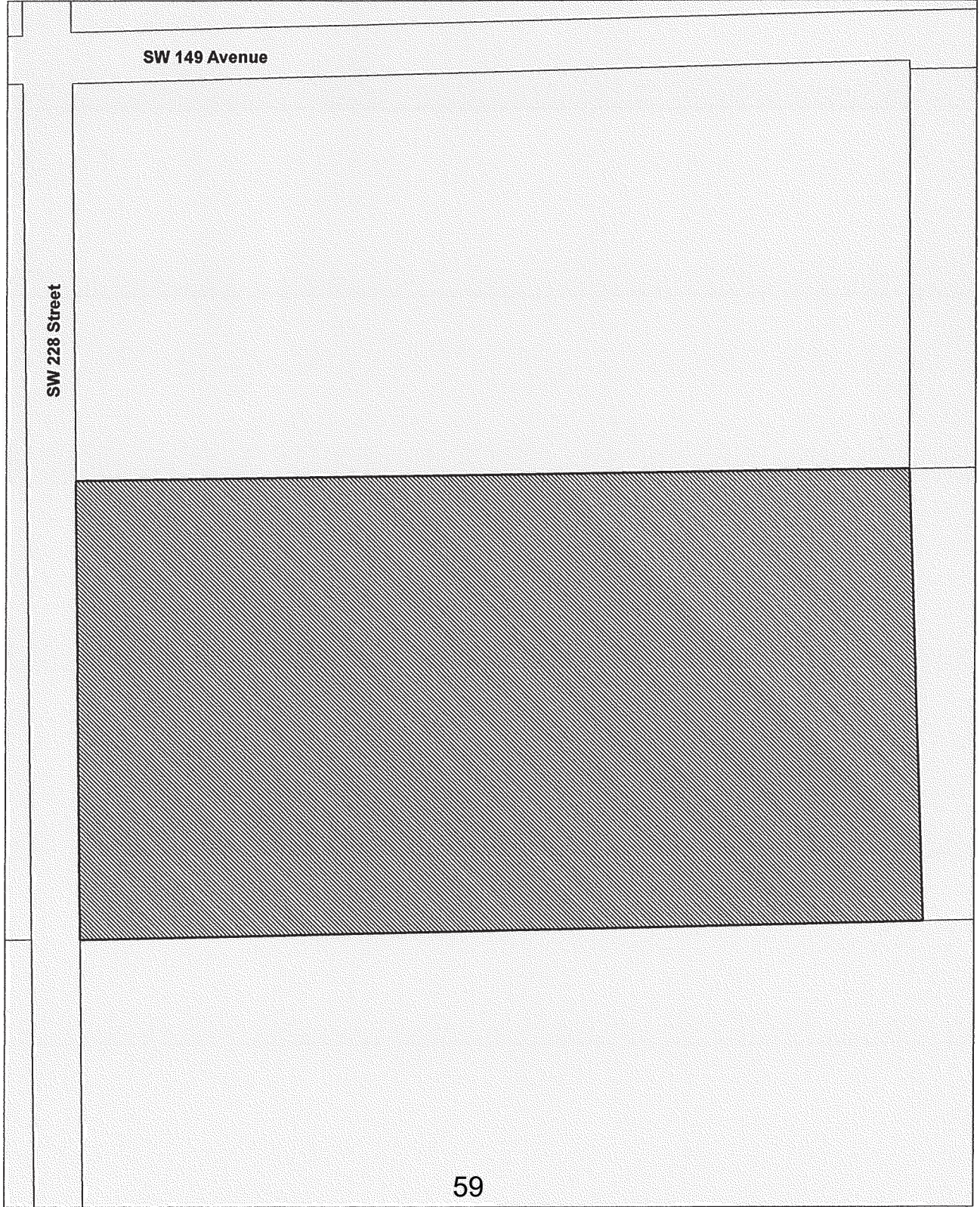
**EXHIBIT A  
LEGAL DESCRIPTION**

**Folio Number:** 30-6916-001-0681


**Property Address:** VICINITY OF SW 228 STREET AND SW 149 AVENUE,  
MIAMI-DADE COUNTY, FLORIDA.

**Legal description:** THE NORTH ½ OF LOT 54A 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, ALSO KNOWN AS THE NORTH ½ OF THE  
WEST ½ OF THE EAST ½ OF THE SOUTHEAST ¼ OF  
THE SOUTHEAST ¼ IN SECTION 16, TOWNSHIP 56  
SOUTH, RANGE 39 EAST.

Exhibit B: EEL Boundary on the property of Larry W. Dunagan TRS and Larry W. Dunagan REV TR  
Folio #: 30-6916-001-0681

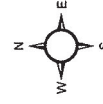


**Legend**

 Parcels

 Property Boundary

 EEL Covenanted Area: 5.00 acres



Map prepared by C. Stocking  
on 06/14/2021

**Exhibit C**  
**Tropical Hardwood Hammock Management Plan**  
**for Larry W. Dunagan TRS and Larry W. Dunagan REV TR**

**Location:** vicinity of SW 228 Street & 149 Avenue

**Size:** 5.0 acre parcel  
5.0 acres qualify for an Environmentally Endangered Lands (EEL) covenant

**Folio #:** 30-6916-001-0681

**Forest Type:** Tropical Hardwood Hammock

**Location**

The property is located on the south side of SW 228 Street, west of SW 149<sup>th</sup> Avenue. The site is a vacant (undeveloped) lot outside of the urban development boundary (UDB) and it is bordered by agriculture and residential properties. The property was designated as a natural forest community (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 S16, parcel G. NFCs are protected and regulated via Section 24-49 of the Code of Miami-Dade County.

Distance from nearest County-owned Natural Forest Community (NFC) site: ~370 feet from Silver Palm Hammock (folio #: 30-6916-001-0200)

Distance from nearest privately-owned Natural Forest Community (NFC) site: ~0 feet from Kimberly M. & Ashley M. Chalker (folio #: 30-6916-001-0670)

Distance from nearest EEL Covenanted site: ~0 feet from Larry W. & Gloria B. Dunagan (folio #: 30-6916-001-0680)

**Property Information**

The property consists of 5.0 acres of tropical hardwood hammock which qualify for an EEL covenant. The site was impacted by Hurricane Andrew and has transitioned to a hardwood hammock from a pineland.

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 harbored by this habitat are fern species found in geologically significant solution holes.

### **Present Condition**

Although some areas (mainly western edge) of the property contain exotics such as Brazilian Pepper (*Schinus terebinthifolius*), Jasmine vines (*Jasminum sp.*), Shoebutton Ardisia (*Ardisia elliptica*), Castorbean (*Ricinus communis*), Air Potato vine (*Dioscorea bulbifera*), and Cane grass (*Neyraudia reynaudiana*), the interior of the site still maintains good habitat quality and plant diversity. The majority of the exotic invasive plant species are located around the edges of the property.

The canopy of this property is dominated by native species such as Wild Tamarind (*Lysiloma latisilguum*). The understory and subcanopy layers of the site are dominated by natives such as Wild Coffee (*Psychotria nervosa*), Willow Bustic (*Sideroxylon salicifolium*) and Myrsine (*Myrsine floridana*). Several State listed threatened species such as Florida silver palm (*Coccothrinax argentata*), Krug's holly (*Ilex krugiana*), West Indian lilac (*Tetrazygia bicolor*), and satinleaf (*Chrysophyllum oliviforme*) are also present. See below for a more complete plant list.

### **Conclusion**

The current biological condition of the site can be classified as fair to good. The property owner is currently doing management onsite as part of the previous 10 year EEL Covenant management plan. The covenanted area is currently having issues with exotic vines, shoe button ardisia and Brazilian pepper as a result of the damage the hammock incurred during Hurricane Irma in 2017. The hurricane brought down a few big trees creating a new opening for exotic species to colonize. Future management of this property will center on the continued elimination and control of invasive species.

Although a good diversity of native plant is present at the property it is imperative that treatment of invasive exotics is continued. The property is an important connection to other natural areas in the vicinity and allows for an exchange of seeds and wildlife stop overs between these other areas. The county will benefit from the active management of the site through the inherit values that natural areas provide and by gaining improved and increased wildlife habitat and biodiversity. It is important to note that the preservation of this site, as well as other natural areas in the EEL Covenant Program, provides other environmental benefits such as carbon sequestration, ground water recharging and storm water runoff reduction.

### **Ecological Goals**

1. Increase plant biodiversity on the entire site.
2. Maintain and increase hardwood hammock plant species.
3. Provide habitat for native wildlife.

**Management Goals:**

1. Eliminate invasive exotic plants to achieve 3% or less exotic cover.
2. Allow natural regeneration of native plants.
3. The property owner shall submit an annual report listing all management practices and treatments that were conducted within the covenanted area.

**Management Techniques and Schedule:**

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

**Year 1-4:** Hand removal and herbicide treatment of all invasive exotic plant species to achieve 3% or less exotic coverage. Monitor for native plant species recruitment in areas that have been cleared of exotics and plant native species, if necessary. All plantings must be approved by DERM.

**Year 5-10:** Continue the hand removal and herbicide treatment of all invasive exotic plant species. The exotic plant species coverage shall be maintained at 3% or less. Continued monitoring for native plant species recruitment.

Property Owner: Larry W. Dunagan TRS & Larry W. Dunagan REV TR  
Folio: 30-6916-001-0681  
Date: June 02, 2021  
DERM Staff: CS & ML

**PLANT SPECIES LIST\***

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

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

Scientific Name	Common Name	Origin/Status
<i>Acalypha chamaedrifolia</i>	Bastard copperleaf	N
<i>Anemia adiantifolia</i>	Pineland fern	N
<i>Ardisia elliptica</i>	Shoe-button ardisia	EEPPC I
<i>Ardisia esccallonioides</i>	Marlberry	N
<i>Bidens alba</i> var. <i>radiata</i>	Spanish needles	N
<i>Bischofia javanica</i>	Bishopwood	E/EPPC I
<i>Bursera simaruba</i>	Gumbo limbo	N
<i>Callicarpa americana</i>	Beautyberry	N
<i>Cassytha filiformis</i>	Lovevine	N
<i>Centrosema virginianum</i>	Spurred butterfly pea	N
<i>Chiococca alba</i>	Snowberry	N
<i>Chrysophyllum oliviforme</i>	Satinleaf	N/ FL threatened
<i>Coccothrinax argentata</i>	Florida silver palm	N/ FL threatened
<i>Commelina erecta</i>	Whitemouth dayflower	N
<i>Crossopetalum ilicifolium</i>	Quailberry	N/FL threatened
<i>Crotolaria pumila</i>	Low rattlebox	N
<i>Croton linearis</i>	Pineland croton	N
<i>Delonix regia</i>	Royal poinciana	E
<i>Dioscorea bulbifera</i>	Common air potato	E/EPPC I
<i>Eugenia axillaris</i>	White stopper	N
<i>Ficus aurea</i>	Strangler fig	N
<i>Galactia striata</i>	Florida hammock milkpea	N
<i>Galactia volubilis</i>	Downy milkpea	N
<i>Guettarda scabra</i>	Rough velvet seed	N
<i>Ilex krugiana</i>	Krug's holly	N/FL endangered
<i>Ipomoea hederifolia</i>	Scarlet creeper	N
<i>Ipomoea indica</i>	Oceanblue morning glory	N
<i>Jasminum dichotomum</i>	Gold Coast jasmine	N
<i>Jasminum fluminense</i>	Brazilian jasmine	E/EPPC I
<i>Koanophyllon villosum</i>	Shrub eupatorium	E/EPPC I
<i>Lantana involucrata</i>	Buttonsage	N
<i>Lysiloma latisiliquum</i>	Wild tamarind	N
<i>Melanthera nivea</i>	Snow squarestem	N
<i>Melenanthera parvifolia</i>	Pineland blackanthers	N/FL threatened
<i>Metopium toxiferum</i>	Poison wood	N
<i>Morinda royoc</i>	Mouse pineapple	N
<i>Mosiera longipes</i>	Longstalked stopper	N/FL threatened
<i>Myrsine floridana</i>	Myrsine	N
<i>Nectandara coriacea</i>	Lancewood	N
<i>Nephrolepis exaltata</i>	Sword fern	N
<i>Neyraudia reynaudiana</i>	Burmaweed	E/EPPC I
<i>Oeceoclades maculata</i>	Monk orchid	E
<i>Oplismenus hirtellus</i>	Woodgrass	N
<i>Parthenocissus quinquefolia</i>	Virginia creeper	N

<i>Passiflora suberosa</i>	Corksystem passionflower	N
<i>Phlebodium aureum</i>	Golden polypody	N
<i>Physalis walteri</i>	Walter's groundcherry	N
<i>Phyllanthus pentaphyllus</i> var. <i>floridanus</i>	Five-petal leaf flower	N
<i>Pilea microphylla</i>	Artillery plant	N
<i>Pinus elliorii</i> var. <i>densa</i>	Slash pine	N/FL endemic
<i>Prunus myrtifolia</i>	West Indian cherry	N/FL threatened
<i>Psychotria nervosa</i>	Shiny leaf Wild coffee	N
<i>Psychotria tenusfolia</i>	Dull-leaf wild coffee	N
<i>Pleopeltis polypodioides</i> var. <i>michauxiana</i>	Resurrection fern	N
<i>Quercus virginiana</i>	Live oak	N
<i>Rhus copallinum</i>	Southern sumac	N
<i>Rhynchospora floridensis</i> .	Whitetop sedge	N
<i>Sabal palmetto</i>	Sabal palm	N
<i>Schefflera actinophylla</i>	Queensland umbrella tree	E/EEPC I
<i>Schinus terebinthifolia</i>	Brazilian pepper	E/EPPC I
<i>Scleria lithosperma</i>	Florida Keys nutrush	N/FL endangered
<i>Serenoa repens</i>	Saw palmetto	N
<i>Sidenroxyton foetidissimum</i>	False mastic	N
<i>Sideroxyton salicifolium</i>	Willow bustic	N
<i>Simarouba glauca</i>	Paradise tree	N
<i>Smilax auriculata</i>	Greenbrier	N
<i>Smilax bona-nox</i>	Saw greenbrier	N
<i>Spermacoce verticillata</i>	Shrubby false buttonweed	E
<i>Stachytarpheta jamaicensis</i>	Blue porterweed	N
<i>Stenotaphrum secundatum</i>	St. Augustine grass	N
<i>Swietenia mahagoni</i>	West Indian Mahogany	N/FL threatened
<i>Tillandsia utriculata</i>	Giant airplant	N/FL endangered
<i>Toxicodendron radicans</i>	Poison ivy	N
<i>Tetragia bicolor</i>	West Indian lilac	N/FL threatened
<i>Leucothrinax morrisii</i>	Sliver thatch palm	N/FL threatened
<i>Tragia saxicola</i>	Noseburn	N/FL threatened
<i>Treadescantia spathacea</i>	Oyster plant	E/EPPC I
<i>Trema micrantha</i>	Florida trema	N
<i>Vitis rotundifolia</i>	Muscadine grape	N
<i>Zamia furfuracea</i>	Cardboard palm	E
<i>Zamia intergrifolia</i>	Coontie	N/Fl commenrcailly exploited

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

Larry W. Dunagan  
SIGNATURE

8/10/2021  
DATE

ATTACHMENT E

THIS INSTRUMENT PREPARED BY:

Kimberly M. Chalker LE

REM Ashley M. Chalker

Mailing address:

14910 SW 228 Street

Miami, Florida 33170

COVENANT RUNNING WITH THE  
LAND IN FAVOR OF MIAMI-DADE  
COUNTY, FLORIDA, CONCERNING  
ENVIRONMENTALLY ENDANGERED  
LAND LOCATED AT 14910 SW 228  
STREET, MIAMI-DADE COUNTY,  
FLORIDA, CURRENTLY FOLIO # 30-  
6916-001-0670.

WHEREAS, the undersigned Owner, Kimberly M. Chalker LE and REM Ashley M. Chalker, hold the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit A, attached hereto, and hereinafter called the "Property," and

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

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

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

3. **County Inspection and Requests for Curative Action.** As further part of this Covenant, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, shall have the right, upon written notification to the, then, owner 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 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 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 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 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 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 Owner 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  
11 day of August, 2021.

WITNESSES:

Sign: Gerald Case

Print: Gerald Case

Sign: Janet Case

Print: Janet Case

OWNER: Kimberly M. Chalker LE

Sign: Kimberly Chalker

Print: Kimberly Chalker

Title: owner

Address: 14910 SW 228th Miami Fla  
33170

WITNESSES:

Sign: Gerald Case

Print: Gerald Case

Sign: Janet Case

Print: Janet Case

OWNER: REM Ashley M. Chalker

Sign: Ashley Chalker Torbert

Print: Ashley Chalker Torbert

Title: part owner

Address: 14910 SW 228th  
Miami Fla 33170

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

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

physical presence  online notarization this 11 day of August, 2021.  
(date) (month) (year)

by Kimberly Chalker & Ashley Torbert  
(name of individual swearing or affirming)

Individual identified by:  personal knowledge  satisfactory evidence \_\_\_\_\_  
(type)



Judith E. Dawkins  
(Signature of Notary Public)

Judith E. Dawkins  
(typed, printed, or stamped name of Notary Public)



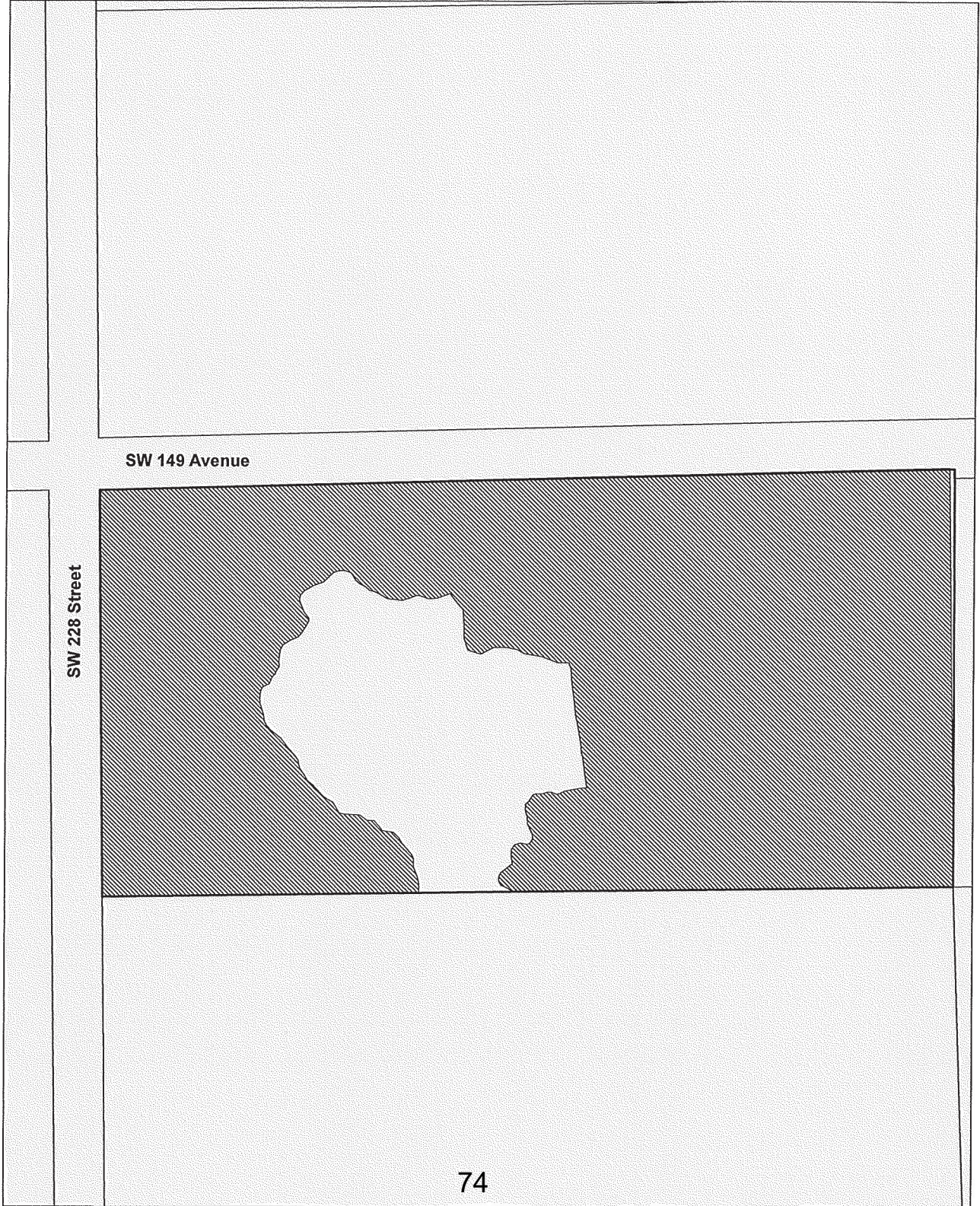
**EXHIBIT A  
LEGAL DESCRIPTION**

**Folio Number:** 30-6916-001-0670

**Property Address:** 14910 SW 228 STREET, MIAMI-DADE COUNTY,  
FLORIDA.

**Legal description:** THE NORTH ½ OF LOT 53A 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, ALSO KNOWN AS THE NORTH ½ OF THE EAST ½ OF THE EAST ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ IN SECTION 16, TOWNSHIP 56 SOUTH, RANGE 39 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA. FOLIO NO: 30-6916-001-0670.

Exhibit B: EEL Boundary on the property of Kimberly M. Chalker LE and REM Ashley M. Chalker  
Folio #: 30-6916-001-0670



**Exhibit C**  
**Tropical Hardwood Hammock Management Plan**  
**for Kimberly M. Chalker LE and REM Ashley M. Chalker**

**Location:** 14910 SW 228 Street

**Size:** 5.0 acre parcel  
3.72 acres qualify for an Environmentally Endangered Lands (EEL) covenant

**Folio #:** 30-6916-001-0670

**Forest Type:** Tropical Hardwood Hammock

**Location**

The property is located on the south side of SW 228 Street, west of SW 149 Avenue. The site is a developed residential lot outside the urban development boundary (UDB) and it is bordered by agriculture and residential properties. This property, as well as the surrounding properties to the south and west, are county-designated Natural Forest Communities (NFCs). The property can be accessed via SW 228 Street.

Distance from nearest County-owned Natural Forest Community (NFC) site: ~50 feet from Silver Palm Hammock (folio #: 30-6916-001-0200)

Distance from nearest privately-owned Natural Forest Community (NFC) site: ~0 feet from Larry W. Dunagan (folio #: 30-6916-001-0681)

Distance from nearest EEL Covenanted site: ~0 feet from Gerald C. & Janet M. Case (folio #: 30-6916-001-0671)

**Property Information**

The property consists of a single-family home, with a pool and driveway centered within 3.72 acres of tropical hardwood hammock which qualify for an EEL covenant. The property is adjacent to several other environmentally sensitive properties. The property was designated as a natural forest community (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 S16, parcel G. 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.

### **Present Condition**

The property maintains a good diversity of native plants associated with tropical hardwood hammock communities. A trail leads from the southern hammock area to the adjacent property to the south. Portions of the property, particularly the buffer areas between the developed lot and the covenanted area, are disturbed and contain exotics. Ornamentals can be found planted around the residence and driveway; most invasive exotics such as Air Potato vine (*Dioscorea bulbifera*) and Jasmine vine (*Jasminum spp*) are concentrated around these areas. Beds of Oyster Plant (*Tradescantia spathacea*) are visible in the hammock northwest of the residence. Once beyond the disturbed buffer, the canopy of this property is dominated by native species such as Wild Tamarind (*Lysiloma latisiliguum*), Gumbo Limbo (*Bursera simaruba*), Live Oak (*Quercus virginia*), and Strangler Fig (*Ficus aurea*). The understory and subcanopy layers of the site are dominated by natives such as Wild Coffee (*Psychotria nervosa*), Willow Busic (*Sideroxylon salicifolium*), Myrsine (*Myrsine floridana*), and Sabal Palms (*Sabal palmetto*). Several State listed threatened and endangered species such as West Indian Cherry (*Prunus myrtifolia*), Krug's holly (*Ilex krugiana*), Locustberry (*Byrsonima lucida*), West Indian lilac (*Tetrazygia bicolor*), and Brittle Thatch Palm (*Leucothrinax morrisii*) are also present. See below for a more complete plant list.

### **Conclusion**

Overall, the site is in fair condition and will continue to improve with future management efforts encouraged and supported by the EEL covenant. Within the property we find a fair diversity of native plants that represent hardwood hammocks (see species list). Future management of this property will center on eliminating the existing invasive exotics and vines, particularly concentrating on areas surrounding the house and driveway. The property is an important connection to other natural areas in the vicinity and allows for an exchange of seeds and wildlife stop overs between these other areas. The county will benefit from the active management of the site through the inherit values that natural areas provide and by gaining improved and increased wildlife habitat and biodiversity. It is important to note that the preservation of this site, as well as other natural areas in the EEL Covenant Program, provides other environmental benefits such as carbon sequestration, ground water recharging and storm water runoff reduction.

### **Ecological Goals**

1. Increase plant biodiversity on the entire site.
2. Maintain and increase hardwood hammock plant species.
3. Provide habitat for native wildlife.

**Management Goals:**

1. Eliminate invasive exotic plants to achieve 3% or less exotic cover.
2. Allow natural regeneration of native plants.
3. The property owner shall submit an annual report listing all management practices and treatments that were conducted within the covenanted area.

**Management Techniques and Schedule:**

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

**Year 1-3:** Hand removal and herbicide treatment of all invasive exotic plant species to achieve 3% or less exotic coverage. Monitor for native plant species recruitment in areas that have been cleared of exotics and plant native species, if necessary. All plantings must be approved by DERM.

**Year 4-10:** Continue the hand removal and herbicide treatment of all invasive exotic plant species. The exotic plant species coverage shall be maintained at 3% or less. Continued monitoring for native plant species recruitment.

Property Owner: Kimberly M. Chalker LE & REM Ashley M. Chalker  
Folio: 30-6916-001-0670  
Date: May 12, 2021  
DERM Staff: CS & ML

**PLANT SPECIES LIST\***

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

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

Scientific Name	Common Name	Origin/Status
<i>Anemia adiantifolia</i>	Pineland fern	N
<i>Ardisia elliptica</i>	Shoe-button ardisia	EEPPC I
<i>Ardisia esccallonioides</i>	Marlberry	N
<i>Brysonima lucida</i>	Locust berry	N/FL threatened
<i>Bursera simaruba</i>	Gumbo limbo	N
<i>Chiococca alba</i>	Snowberry	N
<i>Coccoloba diversifolia</i>	Pigeon plum	N
<i>Crotolaria pumila</i>	Low rattlebox	N
<i>Delonix regia</i>	Royal poinciana	E
<i>Dioscorea bulbifera</i>	Common air potato	E/EPPC I
<i>Eugenia axillaris</i>	White stopper	N
<i>Ficus aurea</i>	Strangler fig	N
<i>Forestiera segregata</i>	Florida privet	N
<i>Guettarda scabra</i>	Rough velvet seed	N
<i>Ilex krugiana</i>	Krug's holly	N/FL endangered
<i>Jasminum dichotomum</i>	Gold Coast jasmine	E/EPPC I
<i>Jasminum fluminense</i>	Brazilian jasmine	E/EPPC I
<i>Lysiloma latisiliquum</i>	Wild tamarind	N
<i>Metopium toxiferum</i>	Poison wood	N
<i>Myrsine floridana</i>	Myrsine	N
<i>Nectandara coriacea</i>	Lancewood	N
<i>Phyllanthus pentaphyllus</i> var. <i>floridanus</i>	Five-petal leaf flower	N
<i>Pinus elliorii</i> var. <i>densa</i>	Slash pine	N/FL endemic
<i>Prunus myrtifolia</i>	West Indian cherry	N/FL threatened
<i>Psychotria nervosa</i>	Shiny leaf Wild coffee	N
<i>Psychotria tenuifolia</i>	Dull-leaf wild coffee	N
<i>Pteridium aquilinum</i> var. <i>caudatum</i>	Bracken fern	N
<i>Quercus virginiana</i>	Live oak	N
<i>Rhynchospora</i> spp.	White tops sedge	N
<i>Sabal palmetto</i>	Sabal palm	N
<i>Schinus terebinthifolia</i>	Brazilian pepper	E/EPPC I
<i>Serenoa repens</i>	Saw palmetto	N
<i>Sideroxylon salicifolium</i>	Willow bustic	N
<i>Simarouba glauca</i>	Paradise tree	N
<i>Smilax auriculata</i>	Smilax auriculata	N
<i>Tetrazgia bicolor</i>	Wet Indian lilac	N/FL threatened
<i>Leucothrinax morrisii</i>	Sliver thatch palm	N/FL threatened
<i>Treadescantia spathacea</i>	Oyster plant	E/EPPC I
<i>Vitis rotundifolia</i>	Muscadine grape	N
<i>Zamia intergrifolia</i>	Coontie	N

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

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

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

Kimberly Chalker  
SIGNATURE

8/11/02  
DATE

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

Ashley Chalker Torbert  
SIGNATURE

8/11/02  
DATE

**ATTACHMENT F**

THIS INSTRUMENT PREPARED BY:

Gerald C. Case TRS

Gerald C. Case

Janet M. Case

Mailing address:

14925 SW 232 Street

Goulds, Florida 33170

COVENANT RUNNING WITH THE  
LAND IN FAVOR OF MIAMI-DADE  
COUNTY, FLORIDA, CONCERNING  
ENVIRONMENTALLY ENDANGERED  
LAND LOCATED AT 14925 SW 232  
STREET, MIAMI-DADE COUNTY,  
FLORIDA, CURRENTLY FOLIO # 30-  
6916-001-0671.

WHEREAS, the undersigned Owner, Gerald C. Case TRS, Gerald C. Case, and Janet M. Case, hold the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit A, attached hereto, and hereinafter called the "Property," and

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

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



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

3. **County Inspection and Requests for Curative Action.** As further part of this Covenant, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, shall have the right, upon written notification to the, then, owner 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 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 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 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 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 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 Owner 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 11 day of August, 2021.

WITNESSES:

Sign: Gloria B Dunagan

Print: Gloria B Dunagan

Sign: Larry Dunagan

Print: LARRY DUNAGAN

OWNER: Gerald C. Case TRS

Sign: Gerald C. Case

Print: GERALD C. CASE

Title: OWNER

Address: 14925 SW 232<sup>nd</sup> St

Goulds, Florida 33170

WITNESSES:

Sign: Gloria B Dunagan

Print: Gloria B Dunagan

Sign: Larry Dunagan

Print: LARRY DUNAGAN

OWNER: Gerald C. Case

Sign: Gerald C. Case

Print: GERALD C. CASE

Title: OWNER

Address: 14925 SW 232<sup>nd</sup> St

Goulds, FLA 33170

WITNESSES:

Sign: Gloria B. Dunagan

Print: Gloria B Dunagan

Sign: Larry Dunagan

Print: LARRY DUNAGAN

OWNER: Janet M. Case

Sign: Janet M Case

Print: Janet M Case

Title: Owner

Address: 14925 SW 232<sup>nd</sup> St

Goulds, FL. 33170

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

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

physical presence  online notarization this 11 day of August, 2021.  
(date) (month) (year)

by Gerald Case & Janet Case  
(name of individual swearing or affirming)

Individual identified by:  personal knowledge  satisfactory evidence \_\_\_\_\_  
(type)



Judith E. Dawkins  
(Signature of Notary Public)

Judith E. Dawkins  
(typed, printed, or stamped name of Notary Public)

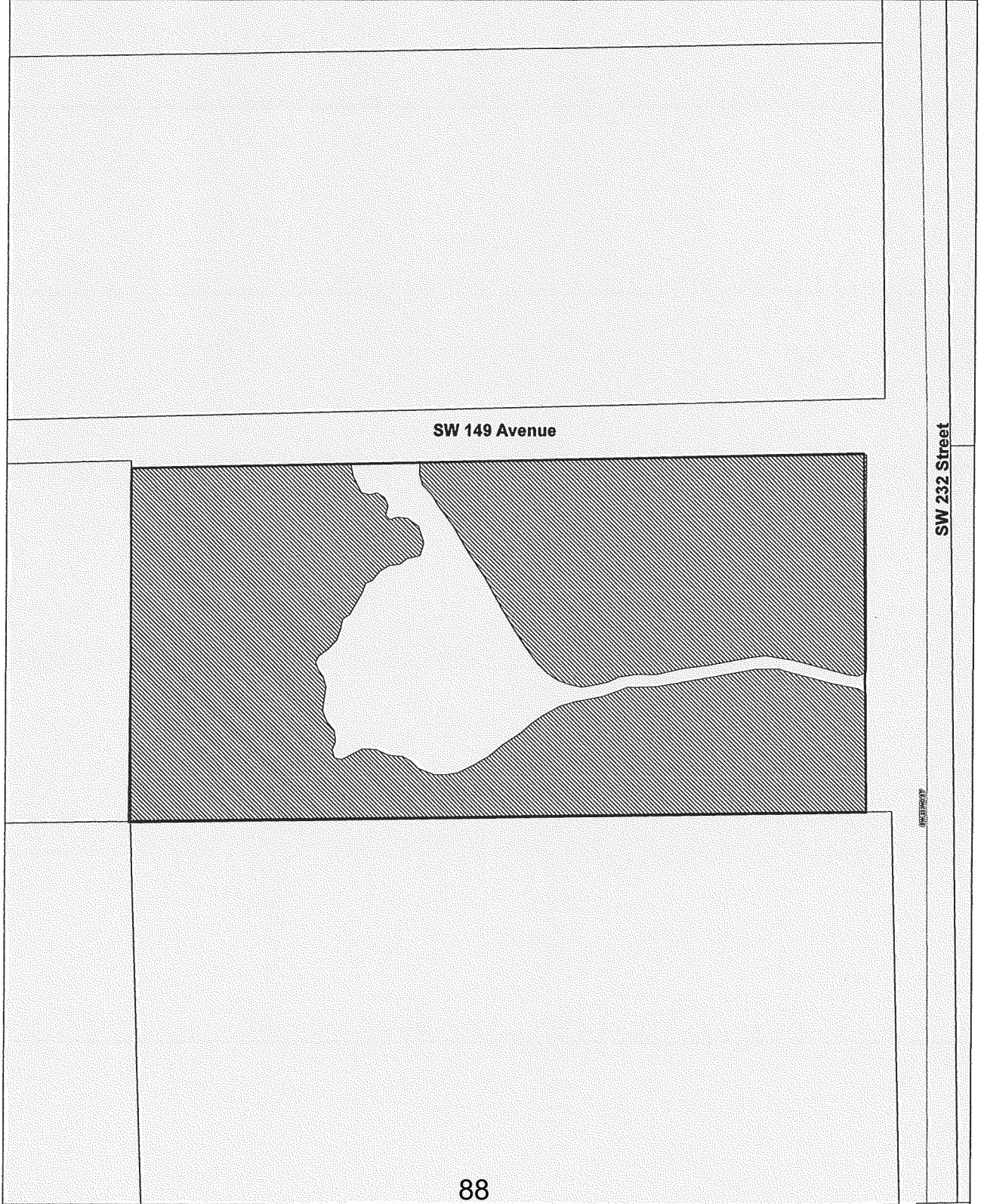
**EXHIBIT A  
LEGAL DESCRIPTION**

**Folio Number:** 30-6916-001-0671

**Property Address:** 14925 SW 232 STREET, MIAMI-DADE COUNTY,  
FLORIDA.

**Legal description:** THE SOUTH HALF OF LOT 53A, 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 on the property of Gerald C. Case TRS, Gerald C. Case and Janet M. Case  
Folio #: 30-6916-001-0671





**Exhibit C**  
**Tropical Hardwood Hammock Management Plan**  
**for Gerald C. Case TRS, Gerald C. Case & Janet M. Case**

**Location:** 14925 SW 232 Street

**Size:** 4.61 acre parcel  
3.77 acres qualify for an Environmentally Endangered Lands (EEL) covenant

**Folio #:** 30-6916-001-0671

**Forest Type:** Tropical Hardwood Hammock

**Location**

The property is located on the north side of SW 232 Street, west of SW 149 Avenue. The site is a developed residential lot outside the urban development boundary (UDB) and it is bordered by agriculture and residential properties. This property, as well as the surrounding properties to the north and west, are county-designated Natural Forest Communities (NFCs). The property can be accessed via SW 232 Street.

Distance from nearest County-owned Natural Forest Community (NFC) site: ~660 feet from Silver Palm Hammock (folio #: 30-6916-001-0200)

Distance from nearest privately-owned Natural Forest Community (NFC) site: ~0 feet from Larry W. & Gloria B. Dunagan (folio #: 30-6916-001-0680)

Distance from nearest EEL Covenanted site: ~0 feet from Kimberly M. & Ashley M. Chalker (folio #: 30-6916-001-0670)

**Property Information**

The property consists of a single-family home and driveway centered within 3.77 acres of tropical hardwood hammock which qualify for an EEL covenant. The property is adjacent to other environmentally sensitive properties. The property was designated as a natural forest community (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 S16, parcel G. 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.

### **Present Condition**

The property maintains a good diversity of native plants associated with tropical hardwood hammock communities. Though the property was once pine rockland it has transitioned into a diverse tropical hardwood hammock. Portions of hammock to the north of the house and east of the driveway are in excellent condition with minimal exotic species. A trail exists through the northern hammock area to the adjacent NFC property to the north. The canopy is dominated by native species such as Wild Tamarind (*Lysiloma latisiliguum*), Gumbo Limbo (*Bursera simaruba*), Live Oak (*Quercus virginiana*), and Strangler Fig (*Ficus aurea*). The understory and subcanopy layers of the site are dominated by natives such as Wild Coffee (*Psychotria nervosa*), Willow Bustic (*Sideroxylon salicifolium*), Myrsine (*Myrsine floridana*), and Sabal Palms (*Sabal palmetto*). Several State listed threatened species such as Shrub eupatorium (*Koanophyllon villosum*), Florida silver palm (*Coccothrinax argentata*), Krug's holly (*Ilex krugiana*), and West Indian lilac (*Tetrazygia bicolor*) are also present. See below for a more complete plant list.

Ornamentals can be found planted around the residence and driveway. The majority of the site contains good quality and diversity, with most exotics concentrated around the disturbed areas adjacent to the residence. Portions of the site are currently under going management by the property owner. The removal of non-native tree species and extensive active vine control is ongoing. Such work is evident immediately east of the house, and on the southwest property corner, where work has recently been conducted to remove Air Potato vine (*Dioscorea bulbifera*) and Brazilian Pepper (*Schinus terebinthifolius*).

### **Conclusion**

Overall, the site is in good condition and will continue to improve with future management efforts encouraged and supported by the EEL covenant. Within the property we find a fair diversity of native plants representative of hardwood hammocks (see species list). Future management of this property will center on continuing to eliminate the existing invasive exotics and vines, concentrating on areas surrounding the house and driveway.

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

**Ecological Goals**

1. Increase plant biodiversity on the entire site.
2. Maintain and increase hardwood hammock plant species.
3. Provide habitat for native wildlife.

**Management Goals:**

1. Eliminate invasive exotic plants to achieve 3% or less exotic cover.
2. Allow natural regeneration of native plants.
3. The property owner shall submit an annual report listing all management practices and treatments that were conducted within the covenanted area.

**Management Techniques and Schedule:**

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

**Year 1-3:** Hand removal and herbicide treatment of all invasive exotic plant species to achieve 3% or less exotic coverage. Monitor for native plant species recruitment in areas that have been cleared of exotics and plant native species, if necessary. All plantings must be approved by DERM.

**Year 4-10:** Continue the hand removal and herbicide treatment of all invasive exotic plant species. The exotic plant species coverage shall be maintained at 3% or less. Continued monitoring for native plant species recruitment.

Property Owner: Gerald C. Case TRS, Gerald C. Case, Janet M. Case  
Folio: 30-6916-001-0671  
Date: May 12, 2021  
DERM Staff: CS & ML

**PLANT SPECIES LIST\***

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

N	native to South Florida
R	ruderal
FL endangered	listed as an endangered species in the state of Florida

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

Scientific Name	Common Name	Origin/Status
<i>Anemia adiantifolia</i>	Pineland fern	N
<i>Ardisia elliptica</i>	Shoe-button ardisia	EPPC I
<i>Ardisia escallonioides</i>	Marlberry	N
<i>Brysonima lucida</i>	Locust berry	N/FL threatened
<i>Bursera simaruba</i>	Gumbo limbo	N
<i>Chiococca alba</i>	Snowberry	N
<i>Coccoloba diversifolia</i>	Pigeon plum	N
<i>Crotolaria pumila</i>	Low rattlebox	N
<i>Delonix regia</i>	Royal poinciana	E
<i>Dioscorea bulbifera</i>	Common air potato	E/EPPC I
<i>Eugenia axillaris</i>	White stopper	N
<i>Ficus aurea</i>	Strangler fig	N
<i>Forestiera segregata</i>	Florida privet	N
<i>Guettarda scabra</i>	Rough velvet seed	N
<i>Ilex krugiana</i>	Krug's holly	N/FL endangered
<i>Jasminum dichotomum</i>	Gold Coast jasmine	E/EPPC I
<i>Jasminum fluminense</i>	Brazilian jasmine	E/EPPC I
<i>Lysiloma latisiliquum</i>	Wild tamarind	N
<i>Metopium toxiferum</i>	Poison wood	N
<i>Myrsine floridana</i>	Myrsine	N
<i>Nectandara coriacea</i>	Lancewood	N
<i>Phyllanthus pentaphyllus</i> var. <i>floridanus</i>	Five-petal leaf flower	N
<i>Pinus elliorii</i> var. <i>densa</i>	Slash pine	N/FL endemic
<i>Prunus myrtifolia</i>	West Indian cherry	N/FL threatened
<i>Psychotria nervosa</i>	Shiny leaf Wild coffee	N
<i>Psychotria tenuifolia</i>	Dull-leaf wild coffee	N
<i>Pteridium aaquilinum</i> var. <i>caudatum</i>	Bracken fern	N
<i>Quercus virginiana</i>	Live oak	N
<i>Rhynchospora</i> spp.	White tops sedge	N
<i>Sabal palmetto</i>	Sabal palm	N
<i>Schinus terebinthifolia</i>	Brazilian pepper	E/EPPC I
<i>Serenoa repens</i>	Saw palmetto	N
<i>Sideroxylon salicifolium</i>	Willow bustic	N
<i>Simarouba glauca</i>	Paradise tree	N
<i>Smilax auriculata</i>	Smilax auriculata	N
<i>Tetragia bicolor</i>	Wet Indian lilac	N/FL threatened

*Thrinax morrisii*  
*Treadescantia spathacea*  
*Vitis rotundifolia*  
*Zamia intergrifolia*

Sliver thatch palm  
Oyster plant  
Muscadine grape  
Coontie

N/FL threatened  
E/EPPC I  
N  
N/FL commercially exploited

**\*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, Gerald C. Case hereby certify that I have read and understood this management plan, and agree to follow its management recommendations.

Gerald C. Case  
SIGNATURE

8-11-21  
DATE

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

Janet M Case  
SIGNATURE

8-11-2021  
DATE

**ATTACHMENT G**

THIS INSTRUMENT PREPARED BY:

Ramon and Lucia Soria

Mailing address:

15802 SW 200 Street

Miami, Florida 33187

COVENANT RUNNING WITH THE  
LAND IN FAVOR OF MIAMI-DADE  
COUNTY, FLORIDA, CONCERNING  
ENVIRONMENTALLY ENDANGERED  
LAND LOCATED AT 22145 SW 154  
AVENUE, MIAMI-DADE COUNTY,  
FLORIDA, CURRENTLY FOLIO # 30-  
6916-001-0461.

WHEREAS, the undersigned Owner, Ramon and Lucia Soria, hold the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit A, attached hereto, and hereinafter called the "Property," and

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

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

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

3. **County Inspection and Requests for Curative Action.** As further part of this Covenant, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, shall have the right, upon written notification to the, then, owner 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 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 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 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 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 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 Owner 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 16<sup>th</sup> day of August, 2021.

WITNESSES:

Sign: Rosalyn Mocha

Print: Rosalyn Mocha

Sign: Beatriz Molina

Print: BEATRIZ C MOLINA

OWNER: Ramon Soria

Sign: Ramon Soria

Print: Ramon Soria

Title: Owner

Address: 22145 SW 154 Ave

Miami, FL 33170

WITNESSES:

Sign: Rosalyn Mocha

Print: Rosalyn Mocha

Sign: Beatriz Molina

Print: BEATRIZ C MOLINA

OWNER: Lucia <sup>Soria</sup> Ramon

Sign: Lucia Soria

Print: Lucia Soria

Title: Owner

Address: 22145 SW 154 Ave

Miami, FL 33170

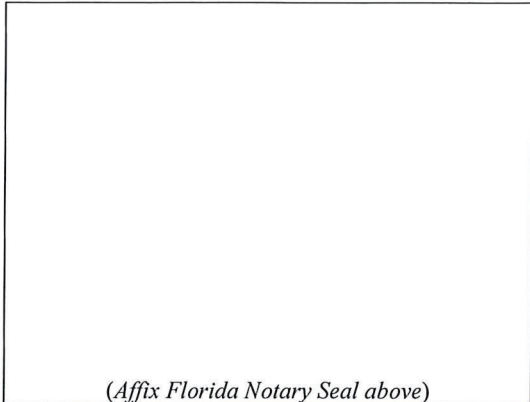
STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

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

physical presence  online notarization this 16<sup>th</sup> day of August, 2021.  
(date) (month) (year)

by Ramon Soria and Lucia Soria  
(name of individual swearing or affirming)

Individual identified by:  personal knowledge  satisfactory evidence \_\_\_\_\_  
(type)



(Signature of Notary Public)



**SHERYL S. RICE**  
Commission # HH 117897  
Expires June 16, 2025  
Bonded Thru Budget Notary Services

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

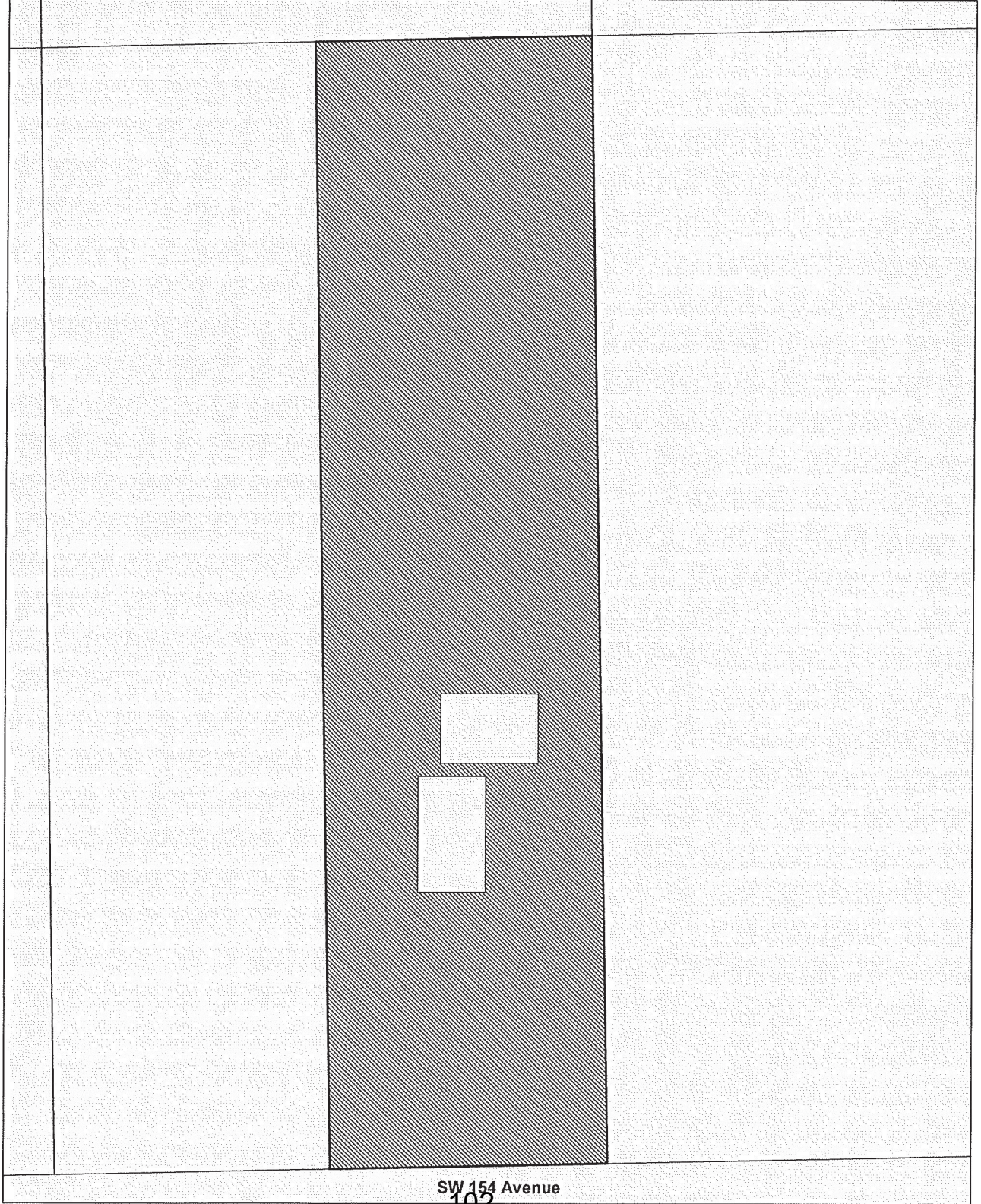
**EXHIBIT A  
LEGAL DESCRIPTION**

**Folio Number:** 30-6916-001-0461

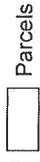
**Property Address:** 22145 SW 154 AVENUE, MIAMI-DADE COUNTY,  
FLORIDA.

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

Exhibit B: EEL Boundary on the property of Ramon and Lucia Soria  
Folio #: 30-6916-001-0461



**Legend**



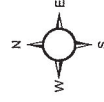
Parcels



Property Boundary



EEL Covenanted Area: 2.38



Map prepared by C. Stocking  
on 06/22/2021

**Exhibit C**  
**Tropical Hardwood Hammock Management Plan**  
**for Ramon and Lucia Soria**

**Location:** 22145 SW 154 Avenue

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

**Folio #:** 30-6916-001-0461

**Forest Type:** Tropical Hardwood Hammock

**Location**

The property is located east of SW 154 Avenue and south of SW 216 Street. The site contains a single-family home and is located outside of the urban development boundary (UDB). The property is bordered by agriculture and residential properties.

Distance from nearest County-owned Natural Forest Community: ~0 feet from Ross Hammock (30-6919-001-0470).

Distance from nearest privately-owned Natural Forest Community: ~0 feet from Ramon and Lucia Soria (30-6919-001-0460).

Distance from nearest EEL covenant site: ~0 feet from Ramon and Lucia Soria (30-6916-001-0460)

**Property Information**

The property consists of 2.38 acres of tropical hardwood hammock which qualify for an EEL covenant. The property was designated as a natural forest community (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 S16, parcel C. 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.

### **Present Condition**

The parcel contains a single-family home and a driveway. These are completely surrounded by the hardwood hammock, and can be accessed from SW 154 Avenue. The majority of the hammock is of high quality with little to no substrate disturbance. This property has notable geological formations including solution holes. The canopy of this property is dominated by native species such as Wild Tamarind (*Lysiloma latisiliguum*), Gumbo Limbo (*Bursera simaruba*), and Lancewood (*Ocotea coriacea*). The understory and subcanopy layers of the site are dominated by natives such as Wild Coffee (*Psychotria nervosa*) and Paradise Tree (*Simarouba glauca*). Several State listed threatened species such as Krug's holly (*Ilex krugiana*), Florida Silver Palm (*Coccothrinax argentata*), and Satinleaf (*Chrysophyllum oliveforme*) are also present.

### **Conclusion**

Overall, the site is in fair condition. The previous owners of the property were in failing health over the past 3 years and fell behind in the management schedule. The EEL Covenant will help guide the new owner with future management efforts and overall maintenance of the property. Future management of this property will include eliminating the exotic landscape plants that have encroached into the covenanted area and vine control.

The property is an important connection to other natural areas in the vicinity and allows for an exchange of seeds and wildlife stop overs between these other areas. 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 native plant biodiversity on the entire site.
2. Maintain a diverse understory and preserve rare hammock species.
3. Provide habitat for native wildlife.
4. Maintain solution holes and rare fern populations.
5. Eliminate invasive exotic species.



**Management Goals:**

1. Eliminate invasive exotic plants to achieve 3% or less exotic cover.
2. Allow natural regeneration of native plants.
3. The property owner shall submit an annual report listing all management practices and treatments that were conducted within the covenanted area.

**Management Techniques and Schedule:**

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

**Year 1-4:** Hand removal and herbicide treatment of all invasive exotic plant species to achieve 3% or less exotic coverage. Monitor for native plant species recruitment in areas that have been cleared of exotics and plant native species, if necessary. All plantings must be approved by DERM.

**Year 5-10:** Continue the hand removal and herbicide treatment of all invasive exotic plant species. The exotic plant species coverage shall be maintained at 3% or less. Continued monitoring for native plant species recruitment.

Property Owner: Ramon & Lucia Soria  
Folio: 30-6916-001-0461  
Date: June 22, 2021  
DERM Staff: CS

**PLANT SPECIES LIST\***

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

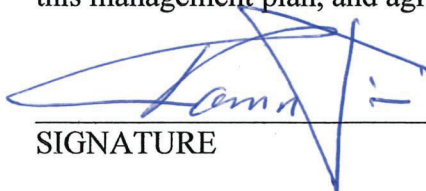
N	native to South Florida
R	ruderal
FL endangered	listed as an endangered species in the state of Florida
FL threatened	listed as an endangered species in the state of Florida
E	exotic to South Florida
EPPC I	category I as per Florida Exotic Pest Plant Council (most invasive)
EPPC II	category II as per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

Scientific Name	Common Name	Origin/Status
<i>Ardisia elliptica</i>	Shoe-button ardisia	EEPPC I
<i>Ardisia escallonioides</i>	Marlberry	N
<i>Brysonima lucida</i>	Locust berry	N/FL threatened
<i>Bursera simaruba</i>	Gumbo limbo	N
<i>Chiococca alba</i>	Snowberry	N
<i>Chrysophyllum oliviforme</i>	Satinleaf	N/FL threatened
<i>Coccothrinax argentata</i>	Florida silver palm	N/ FL threatened
<i>Delonix regia</i>	Royal poinciana	E
<i>Dioscorea bulbifera</i>	Common air potato	E/EPPC I
<i>Eugenia axillaris</i>	White stopper	N
<i>Ficus aurea</i>	Strangler fig	N
<i>Hamelia patens</i>	Firebush	N
<i>Ilex krugiana</i>	Krug's holly	N/FL endangered
<i>Jasminum dichotomum</i>	Gold Coast jasmine	E/EPPC I
<i>Jasminum fluminense</i>	Brazilian jasmine	E/EPPC I
<i>Lysiloma latisiliquum</i>	Wild tamarind	N
<i>Myrsine floridana</i>	Myrsine	N
<i>Nectandara coriacea</i>	Lancewood	N
<i>Passiflora suberosa</i>	Corkystem passionflower	N
<i>Parthenocissus quinquefolia</i>	Virginia creeper	N
<i>Psidium guajava</i>	Guava	E
<i>Psychotria nervosa</i>	Shiny leaf Wild coffee	N
<i>Psychotria tenuifolia</i>	Dull-leaf wild coffee	N
<i>Quercus virginiana</i>	Live oak	N
<i>Ricinus communis</i>	Castorbean	E/EPPC II
<i>Sabal palmetto</i>	Sabal palm	N
<i>Schinus terebinthifolia</i>	Brazilian pepper	E/EPPC I
<i>Serenoa repens</i>	Saw palmetto	N
<i>Sideroxylon foetidissimum</i>	False mastic	N
<i>Sideroxylon salicifolium</i>	Willow bustic	N
<i>Simarouba glauca</i>	Paradise tree	N
<i>Smilax auriculata</i>	Smilax auriculata	N
<i>Toxicodendron radicans</i>	Poison ivy	N
<i>Trema micrantha</i>	Florida trema	N
<i>Vitis rotundifolia</i>	Muscadine grape	N

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

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

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

  
\_\_\_\_\_  
SIGNATURE

8.16.21  
\_\_\_\_\_  
DATE

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

  
\_\_\_\_\_  
SIGNATURE

8-16-21  
\_\_\_\_\_  
DATE

ATTACHMENT H

THIS INSTRUMENT PREPARED BY:

Arthur A. Ballard TRS

Arthur A. and Kathleen N. Ballard Joint Living Trust

Kathleen N. Ballard TRS

Mailing address:

PO Box 7005113

Miami, Florida 33170

COVENANT RUNNING WITH THE  
LAND IN FAVOR OF MIAMI-DADE  
COUNTY, FLORIDA, CONCERNING  
ENVIRONMENTALLY ENDANGERED  
LAND LOCATED AT 22150 SW 154  
AVENUE, MIAMI-DADE COUNTY,  
FLORIDA, CURRENTLY FOLIO # 30-  
6916-001-0530.

WHEREAS, the undersigned Owner, Arthur A. Ballard TRS, Arthur A. and Kathleen N. Ballard Joint Living Trust, and Kathleen Ballard TRS, hold the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit A, attached hereto, and hereinafter called the "Property," and

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

1. The EEL Preservation Area on the Property, as shown on the map attached hereto as Exhibit B and incorporated herein by reference, shall be maintained in its present natural state.
2. The EEL Preservation Area on the Property shall be and the same is hereby subject to the conservation restrictions set forth in Exhibit C, which is attached hereto and incorporated

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

3. **County Inspection and Requests for Curative Action.** As further part of this Covenant, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, shall have the right, upon written notification to the, then, owner 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 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 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 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 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 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 Owner 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 12 day of August, 2021.

WITNESSES:

Sign: [Signature]  
Print: BRIAN BAKER  
Sign: [Signature]  
Print: Phil Heermance

OWNER: Arthur Ballard TRS

Sign: [Signature]  
Print: ARTHUR BALLARD  
Title: OWNER  
Address: 22150 SW 154 Ave  
Miami FL 33170

WITNESSES:

Sign: [Signature]  
Print: BRIAN BAKER  
Sign: [Signature]  
Print: Phil Heermance

OWNER: Arthur A. and Kathleen N. Ballard  
Joint Living Trust

Sign: [Signature]  
Print: ARTHUR BALLARD  
Title: OWNER  
Address: same as above

WITNESSES:

Sign: [Signature]  
Print: BRIAN Baker  
Sign: [Signature]  
Print: Phil Heermance

OWNER: Arthur A. and Kathleen N. Ballard  
Joint Living Trust

Sign: [Signature]  
Print: Kathleen N. Ballard  
Title: owner  
Address: 22150 SW 154 Ave  
Miami FL 33170

WITNESSES:

Sign: Brian Baker

Print: BRIAN BAKER

Sign: Phil Heermance

Print: Phil Heermance

OWNER: Kathleen Ballard TRS

Sign: Kathleen Ballard

Print: Kathleen Ballard

Title: owner

Address: 22150 SW 154 Ave  
Dania Fc 33170

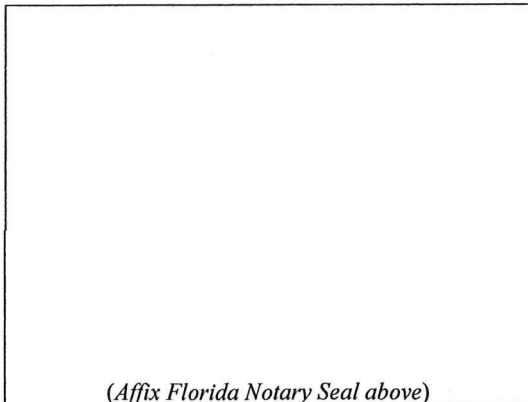
STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

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

physical presence  online notarization this 12 day of August, 2021.  
(date) (month) (year)

by Arthur Ballard & Kathleen Ballard  
(name of individual swearing or affirming)

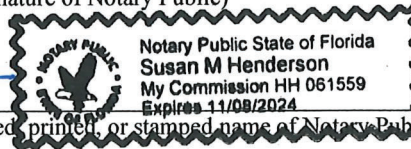
Individual identified by:  personal knowledge  satisfactory evidence \_\_\_\_\_  
(type)



(Affix Florida Notary Seal above)

Susan M Henderson

(Signature of Notary Public)



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

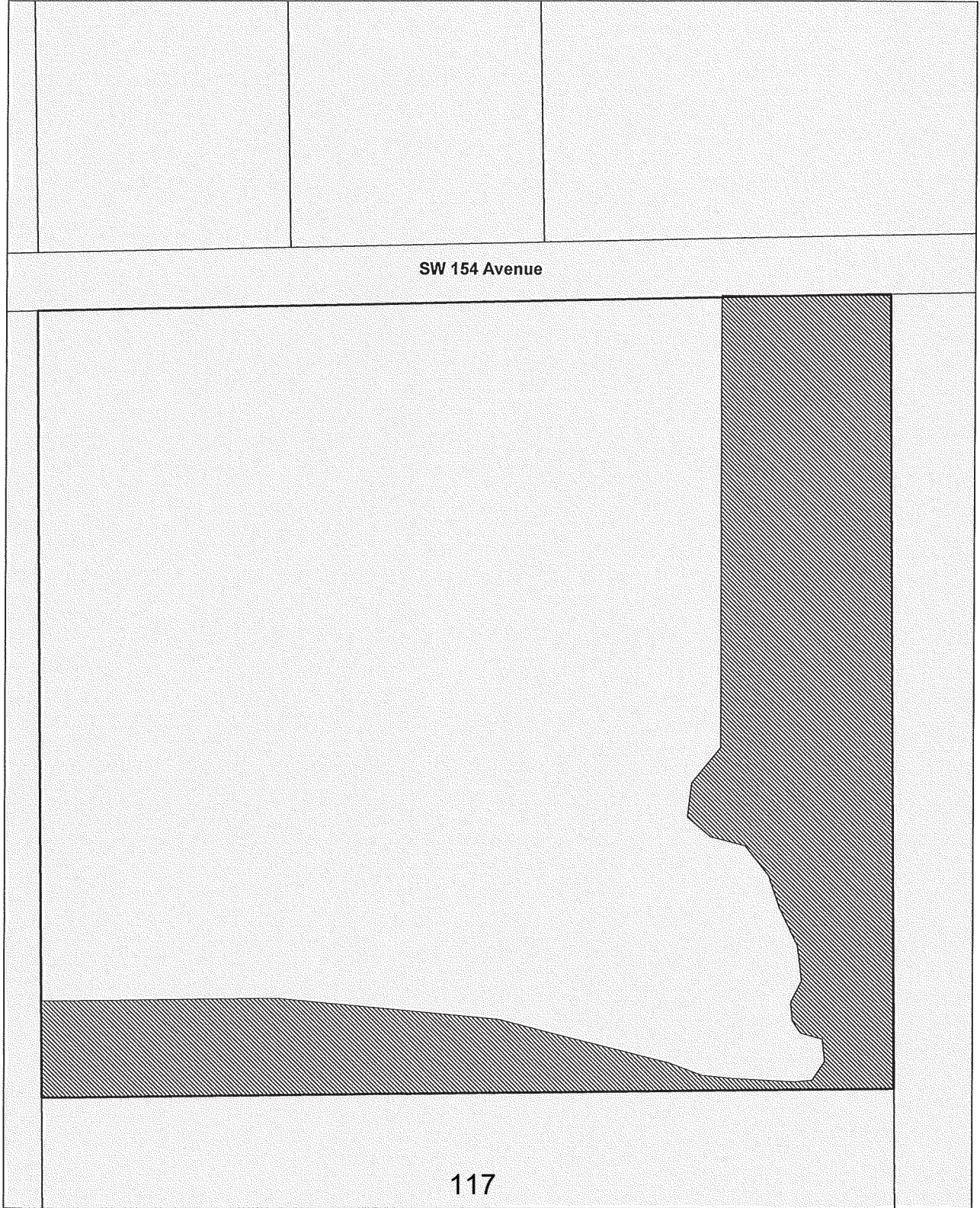
**EXHIBIT A  
LEGAL DESCRIPTION**

**Folio Number:** 30-6916-001-0530

**Property Address:** 22150 SW 154 AVENUE, MIAMI-DADE COUNTY,  
FLORIDA.

**Legal description:** LOT 66, LESS THE SOUTH 130 FEET AND LESS THE  
WEST 141 FEET, AND LOT 67, LESS THE WEST 141  
FEET, 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 on the property of Arthur Ballard TRS, Arthur Ballard REV Trust, Kathleen Ballard TRS, and Kathleen Ballard REV Trust  
Folio #: 30-6916-001-0530

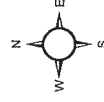


**Legend**

Parcels

Property Boundary

EEL Covenanted Area: 1.57 Acres



Map prepared by C. Stocking  
on 04/30/2021

**Exhibit C**  
**Tropical Hardwood Hammock Management Plan**  
**for Arthur A. Ballard TRS, Arthur A. and Kathleen Ballard Joint**  
**Living Trust, Kathleen N. Ballard TRS**

**Location:** 22150 SW 154 Avenue, Miami, Florida

**Size:** 6.31 acres parcel  
1.57 acres qualify for Environmentally Endangered Lands (EEL) covenant

**Folio #:** 30-6916-001-0530

**Forest Type:** Tropical Hardwood Hammock

**Location**

The property is located west of SW 154 Avenue and south of SW 216 Street. The site contains a single-family home and orchard located outside of the urban development boundary (UDB). The property to the north is a residential property that is also NFC and has an EEL Covenant. The properties to the west and south are county-owned NFC known as Ross Hammock and Castellow 28 Hammock, respectively.

Distance from nearest County-owned Natural Forest Community (NFC) site: ~0 feet from Castellow 28 Hammock, Ross Hammock & Ross Hammock Addition (folio #: 30-6916-001-0535, 30-6916-001-0539)

Distance from nearest privately-owned Natural Forest Community (NFC) site: ~0 feet from William H. & Vina R. Riley (folio #: 30-6916-001-0540)

Distance from nearest EEL Covenanted site: ~0 feet from William & Vina R. Riley (folio #: 30-6916-001-0540)

**Property Information**

The property contains 1.57 acres of tropical hardwood hammock which qualify for an EEL covenant. A portion of this property, along with the surrounding properties, were designated as a natural forest community (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 S16, parcels C & D. 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 serve as habitat for a wide array of animal species. Many of the rare plants harbored by this habitat are fern species found in geologically significant solution holes.

### **Present Condition**

The property has a mixed use of residential and agriculture. There is a single-family home, pool, and driveway, as well as sheds and an agricultural field. The property is bordered on the south and west by tropical hardwood hammock. The majority of the hammock is biodiverse and of high quality, with little to no substrate disturbance. Ornamental plants are more prevalent bordering the hammock towards the northwest property line. This property has notable geological formations including several solution holes of various sizes. The stable and humid environment in these formations allows for several fern species to exist here, including the state threatened broad halberd fern (*Tectaria heracleifolia*). The canopy of this property is dominated by native species such as Wild Tamarind (*Lysiloma latisiliguum*), Gumbo Limbo (*Bursera simaruba*), and Live Oak (*Quercus virginiana*). The understory and subcanopy layers of the site are dominated by natives such as Wild Coffee (*Psychotria nervosa*) and Paradise Tree (*Simarouba glauca*). State listed threatened species such as Krug's holly (*Ilex krugiana*), West Indian Cherry (*Prunus myrtifolia*), Florida Silver Palm (*Coccothrinax argentata*), West Indian Lilac (*Tetrazigia bicolor*), and Mexican alvaradoa (*Alvaradoa amorphoides*) are also present.

### **Conclusion**

Overall, the covenanted area is in good condition and will continue to improve with future management efforts encouraged and supported by the EEL covenant. The property is an important connection to other natural areas in the vicinity and allows for an exchange of seeds and wildlife stop overs between these other areas. The county will benefit from the active management of the site through the inherent values that natural areas provide and by gaining improved and increased wildlife habitat and biodiversity. It is important to note that the preservation of this site, as well as other natural areas in the EEL Covenant Program, provides other environmental benefits such as carbon sequestration, ground water recharging and storm water runoff reduction.

### **Ecological Goals:**

1. Maintain native plant biodiversity on the entire site.
2. Maintain a diverse understory and preserve rare hammock species.
3. Provide habitat for native wildlife.
4. Maintain solution holes and rare fern populations.
5. Eliminate invasive exotic species.

**Management Goals:**

1. Eliminate invasive exotic plants to achieve 3% or less exotic cover.
2. Allow natural regeneration of native plants.
3. The property owner shall submit an annual report listing all management practices and treatments that were conducted within the covenanted area.

**Management Techniques and Schedule:**

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

**Year 1-3:** Hand removal and herbicide treatment of all invasive exotic plant species to achieve 3% or less exotic coverage. Monitor for native plant species recruitment in areas that have been cleared of exotics and plant native species, if necessary. All plantings must be approved by DERM.

**Year 4-10:** Continue the hand removal and herbicide treatment of all invasive exotic plant species. The exotic plant species coverage shall be maintained at 3% or less. Continued monitoring for native plant species recruitment.

Property Owner: Arthur and Kathleen Ballard  
Folio: 30-6916-001-0530  
Date: February 26, 2021  
DERM Staff: CS

**PLANT SPECIES LIST\***

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

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



Scientific Name	Common Name	Origin/Status
<i>Adiantum tenerum</i>	Maidenhair fern	N/FL threatened
<i>Alvaradoa amorphoides</i>	Mexican alvaradoa	N/FL endangered
<i>Ardisia escallonooides</i>	Marlberry	N
<i>Bursera simaruba</i>	Gumbo limbo	N
<i>Casuarina equisetifolia</i>	Australian pine	E/EPPC I
<i>Chiococca alba</i>	Snowberry	N
<i>Coccoloba diversifolia</i>	Pigeon plum	N
<i>Coccothrinax argentata</i>	Florida silver palm	N/FL threatened
<i>Disoscorea bulbifera</i>	Common air potato	E/EPPC I
<i>Epipremnum pinnatum cv, Aureum</i>	Pothos	E/EPPC II
<i>Exothea paniculate</i>	Inkwood	N
<i>Ficus aurea</i>	Strangler fig	N
<i>Guettarda scabra</i>	Rough velvet seed	N
<i>Hamelia patens</i>	Firebush	N
<i>Iles krugiana</i>	Krug's holly	N/FL threatened
<i>Lysiloma latisiliquum</i>	Wild tamarind	N
<i>Mangifera indica</i>	Mango	E
<i>Metopium toxiferum</i>	Poison wood	N
<i>Myrica cerifera</i>	Wax myrtle	N
<i>Myrsine cubana</i>	Myrsine	N
<i>Nephrolepis exalta</i>	Boston fern	N
<i>Nectandra coriacea</i>	Lancewood	N
<i>Parthenocissus quinquefolia</i>	Virginia creeper	N
<i>Prunus myrtifolia</i>	West Indian cherry	N/FL threatened
<i>Psychotria nervosa</i>	Wild coffee	N
<i>Psychotria tenuifolia</i>	Dull leaf wild coffee	N
<i>Quercus virginiana</i>	Live oak	N
<i>Rhus copallinum</i>	Southern sumac	N
<i>Schinus terbinthifolia</i>	Brazilian pepper	E/EPPC I
<i>Serena repens</i>	Saw palmetto	N
<i>Sideroxylon salicifolium</i>	Willow bustic	N
<i>Simarouba glauca</i>	Paradise tree	N
<i>Smilax auriculata</i>	Greenbriar	N
<i>Syngonium spp.</i>	Syngonium	E
<i>Tectaria spp.</i>	Halberd fern	N
<i>Tetrazygia bicolor</i>	West Indian lilac	N/FL threatened
<i>Toxicodendron radicans</i>	Poison ivy	N
<i>Vitis rotundifolia</i>	Muscadine grapevine	N
<i>Zamia intergrifolia</i>	coontie	N

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

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

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

Arthur Ballard  
SIGNATURE

8/12/21  
DATE

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

Faithlene N. Buller  
SIGNATURE

8/12/21  
DATE

ATTACHMENT I

THIS INSTRUMENT PREPARED BY:

Steven H. and Ethel K. Hurst

Mailing address:

21355 SW 192 Avenue

Miami, Florida 33187

COVENANT RUNNING WITH THE  
LAND IN FAVOR OF MIAMI-DADE  
COUNTY, FLORIDA, CONCERNING  
ENVIRONMENTALLY ENDANGERED  
LAND LOCATED AT 21355 SW 192  
AVENUE, MIAMI-DADE COUNTY,  
FLORIDA, CURRENTLY FOLIO # 30-  
6811-000-0180.

WHEREAS, the undersigned Owner, Steven H. and Ethel K. Hurst, hold the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit A, attached hereto, and hereinafter called the "Property," and

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

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

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

3. **County Inspection and Requests for Curative Action.** As further part of this Covenant, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, shall have the right, upon written notification to the, then, owner 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 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 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 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 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 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 Owner 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 16 day of August, 2021.

WITNESSES:

Sign: Jessica Acosta

Print: Jessica Acosta

Sign: William Mashburn

Print: William Mashburn

OWNER: Steven H. Hurst

Sign: Steven Hurst

Print: Steven Hurst

Title: owner

Address: 21355 SW 192 AVE  
Miami FL 33187

WITNESSES:

Sign: Jessica Acosta

Print: Jessica Acosta

Sign: Candelario Anaya

Print: Candelario Anaya

OWNER: Ethel K. Hurst

Sign: Ethel K Hurst

Print: Ethel Hurst

Title: owner

Address: 21355 SW 192 AVE  
Miami FL 33187



STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

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

physical presence  online notarization this 16 day of August, 2021.  
(date) (month) (year)

by Steven Hurst & Ethel Hurst  
(name of individual swearing or affirming)

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



Bertha Ronquillo  
(Signature of Notary Public)

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

**EXHIBIT A**

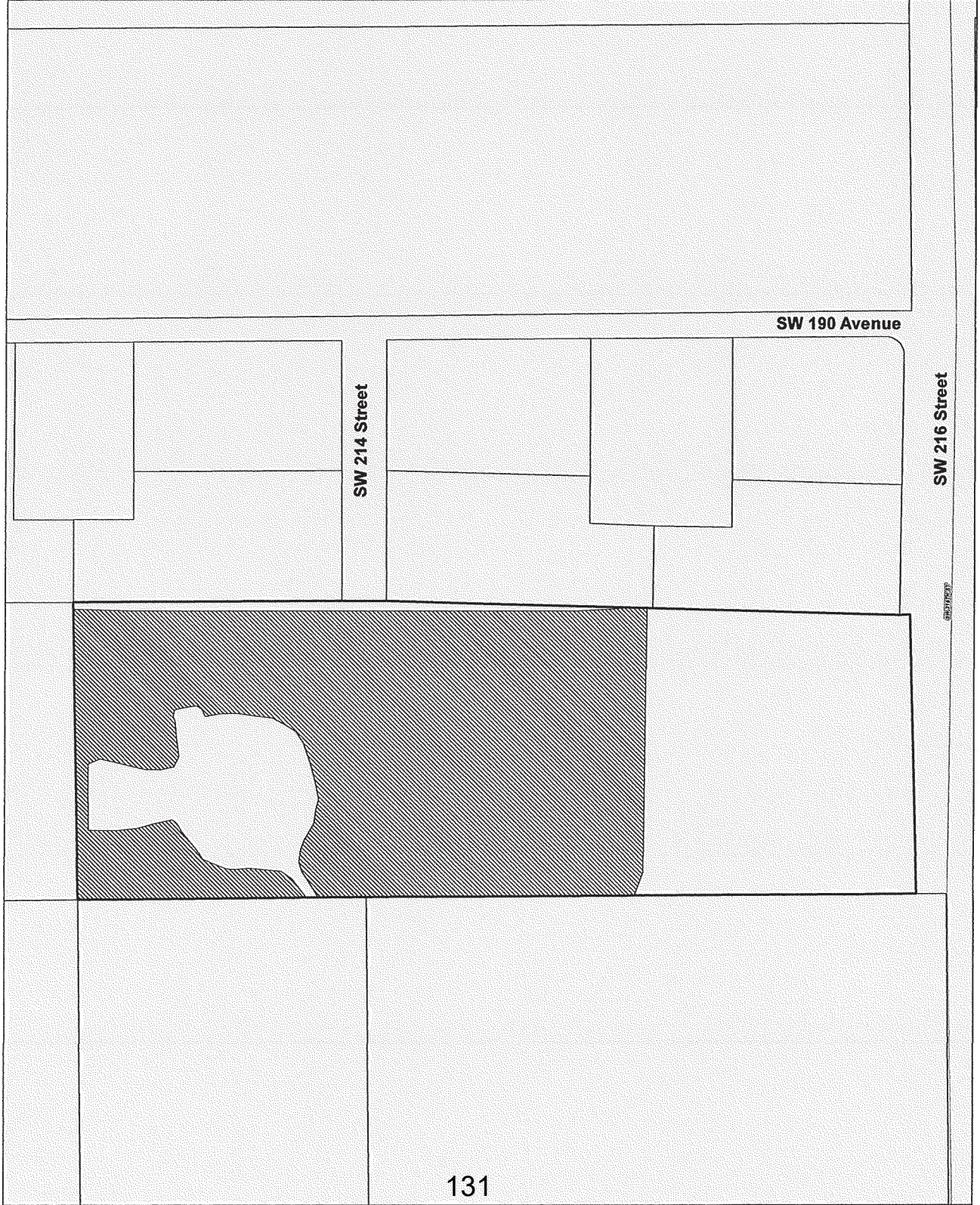
**LEGAL DESCRIPTION**

**Folio Number:** 30-6811-000-0180

**Property Address:** 21355 SW 192 AVENUE, MIAMI-DADE COUNTY  
FLORIDA.

**Legal description:** SOUTH  $\frac{3}{4}$  OF WEST  $\frac{1}{2}$  OF WEST  $\frac{1}{2}$  OF SOUTHWEST  
 $\frac{1}{4}$  OF SOUTHEAST  $\frac{1}{4}$ , LESS THE SOUTH 35 FEET  
FOR ROAD, SECTION 11, TOWNSHIP 56, RANGE 38,  
LYING AND BEING IN DADE COUNTY, FLORIDA.

Exhibit B: EEL Boundary on the property of Steven H. and Ethel K. Hurst  
Folio #: 30-6811-000-0180

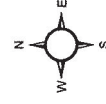


**Legend**

Parcels

Property Boundary

EEL Covenanted Area: 4.21 Acres



Map prepared by C. Stocking  
on 04/30/2021

**Exhibit C**  
**Pine Rockland Management Plan**  
**for Steven H. & Ethel K. Hurst**

**Location:** 21355 SW 192 Avenue, Miami-Dade County, Florida.

**Size:** 7.23 acre parcel  
4.21 acres qualify for an Environmentally Endangered Lands (EEL) covenant

**Folio #:** 30-6811-000-0180

**Forest Type:** Pine Rockland

**Location**

The property is located on the north side of SW 216<sup>th</sup> Street, east of SW 192<sup>nd</sup> Avenue. The site is a developed residential lot outside the urban development boundary (UDB) and it is bordered by agriculture and residential properties. This property, as well as the property to the north, are county-designated Natural Forest Communities (NFCs). The property can be accessed via SW 216<sup>th</sup> Street.

Distance from nearest County-owned Natural Forest Community: ~3.7 miles from Castellow Hammock (30-6917-000-0040).

Distance from nearest privately-owned Natural Forest Community: ~0 feet from Steven H. & Ethel K. Hurst (30-6811-000-0160).

Distance from nearest EEL covenant site: ~3.4 miles from Cary & Thomas Hoffman (30-6908-001-0160).

**Property Information**

The property consists of a single-family home with driveway surrounded by 4.21 acres of pine rockland which qualify for an EEL covenant. The portion of property south of the covenanted area is being used for agriculture. The property was designated as a natural forest community (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 30, T56 R38 S11, parcel A. 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 property is currently a mix of native hardwood and pine rockland plant species. The outer edges of the covenanted area are moderately disturbed by exotics such as Jasmine Vine (*Jasminum spp.*), Brazilian Pepper (*Schinus terebinthifolia*), Shoebuttan Ardisia (*Ardisia elliptica*), Cane Grass (*Neyraudia reynaudiana*), Woman's Tongue (*Albizia lebeck*), and Umbrella Tree (*Schefflera actinophylla*). The interior of the pine rockland is of better quality, with fewer exotic species. The majority of the slash pines (*Pinus elliotii* var. *densa*) were planted by the current property owner after Hurricane Andrew and have grown to greater than 30 feet in height. State listed threatened species such as West Indian Lilac (*Tetrazygia bicolor*) and Silver Palm (*Coccothrinax argentata*) are present. The pine rockland has not recently burned and is therefore less open and becoming overgrown with hardwoods and exotics.

### **Conclusion**

The pine rockland on this property is in fair condition and currently trending towards transition. Exotic species and hardwood thinning will be required if the pine rockland on this property is to be saved from transitioning into a hardwood hammock. The site can improve with future management efforts encouraged and supported by the EEL covenant. Future management of this property must center on eliminating exotic plant species and controlling vines and hardwood plant species. The use of small machinery to open the understory may be required.

The property is an important connection to other natural areas in the vicinity and allows for an exchange of seeds and wildlife stop overs between these other areas. The county

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

**Ecological Goals:**

1. Eliminate and control invasive exotic plant species.
2. Maintain and increase native plant biodiversity on the entire site.
3. Maintain and increase natural colonization of pine rockland plant species.
4. Provide habitat for native wildlife.

**Management Goals:**

1. Eliminate invasive exotic plants to achieve 3% or less exotic cover.
2. Increase biodiversity with appropriate native plant species.
3. Allow natural regeneration of native plants.
4. Execute a prescribed burn of the entire site.
5. The property owner shall submit an annual report listing all management practices and treatments that were conducted within the covenanted area.

**Management Techniques and Schedule:**

No heavy machinery is allowed within the site without prior approval from DERM. Mowing and vehicle traffic within the covenanted area is not allowed. All work must be done by hand (i.e. chainsaw, hand tools).

**Year 1-5:** Hand or mechanical removal and herbicide treatment of all exotic plant species to achieve 3% or less exotic coverage. Monitor for native plant species recruitment in areas that have been cleared of exotics. Monitor for pine tubling establishment and plant more as necessary.

**Year 6-10:** Continue the hand removal and herbicide treatment of all invasive exotic plant species. The exotic plant species coverage shall be maintained at 3% or less. Continue monitoring for native plant species recruitment.

Property Owner: Steven H. & Ethel K. Hurst  
 Folio: 30-6811-000-0180  
 Date: March 25, 2021  
 DERM Staff: CS, MRod

## PLANT SPECIES LIST\*

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

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

<u>Scientific Name</u>	<u>Common Name</u>	<u>Origin/Status</u>
<i>Abrus precatorius</i>	Rosary-pea	E/EPPC I
<i>Albizia lebbek</i>	Woman's tongue	E/EPPC I
<i>Ambroisa artemisiifolia</i>	Common ragweed	N
<i>Ardisia elliptica</i>	Shoe-button ardisia	E/EPPC I
<i>Bidens alba var. radiata</i>	Spanish-needles	N
<i>Byrsonima lucida</i>	Locust berry	N/ FL threatened
<i>Chiococca alba</i>	Snowberry	N
<i>Coccothrinax argentata</i>	Silver palm	N/FL threatened
<i>Crotalaria pumilia</i>	Low-rattlebox	N
<i>Crotalaria spectabilis</i>	Showy rattlebox	E
<i>Emilia fosbergii</i>	Florida tassel flower	E
<i>Epipremnum pinnatum cv. Aureum</i>	Golden pothos	E/EPPC II
<i>Euphorbia heterophylla</i>	Fiddler's spurge	N
<i>Foresteria segregata</i>	Florida privet	N
<i>Hamelia patens</i>	Firebush	N
<i>Jasminum dichotomum</i>	Gold Coast jasmine	E/EPPC I
<i>Jasminum fluminense</i>	Brazilian jasmine	E/EPPC I
<i>Lantana involucrata</i>	Wild sage	N
<i>Merremia tuberosa</i>	Spanish arborvine	E/EPPC II
<i>Metopium toxiferum</i>	Poison wood	N
<i>Myrsine cuabana</i>	Myrsine	N
<i>Monstera spp</i>	Swiss cheese plant	N
<i>Morinda royoc</i>	Mouse's pineapple	N
<i>Parthenocissus quinquefolia</i>	Virginiana creeper	N
<i>Pinus elliotii var. densa</i>	Slash pine	N/FL endemic
<i>Psychotria nervosa</i>	Wild coffee	N
<i>Pteridium aquilinum var. caudatum</i>	Bracken fern	N

<i>Quercus virginiana</i>	Live oak	N
<i>Rhus copallinum</i>	Sothern sumac	N
<i>Sabal palmetto</i>	Cabbage palm	N
<i>Schefflera actinophylla</i>	Australian umbrella tree	E/EPPC I
<i>Schinus terebinthifolius</i>	Brazilian pepper	E/EPPC I
<i>Serenoa repens</i>	Saw palmetto	N
<i>Sisa acuta</i>	Common wireweed	N
<i>Smilax auriculata</i>	Greenbrier	N
<i>Smilax bona-nox</i>	Saw greenbrier	N
<i>Tetrazygia bicolor</i>	West Indian lilac	N/FL threatened
<i>Toxicodendron radicans</i>	Poison ivy	N
<i>Tragia saxicola</i>	Noseburn	N/FL threatened
<i>Trema micrantha</i>	Florida trema	N
<i>Vitis rotoundifolia</i>	Muscadine	N
<i>Zamia integrifolia</i>	Coontie	N

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

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

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

  
SIGNATURE

8/16/21  
DATE

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

  
SIGNATURE

8/16/21  
DATE



ATTACHMENT J

THIS INSTRUMENT PREPARED BY:

L. Alice Warren

Mailing address:

23905 Kingman Road

Homestead, Florida 33032

COVENANT RUNNING WITH THE  
LAND IN FAVOR OF MIAMI-DADE  
COUNTY, FLORIDA, CONCERNING  
ENVIRONMENTALLY ENDANGERED  
LAND LOCATED AT 23905 KINGMAN  
ROAD, MIAMI-DADE COUNTY,  
FLORIDA, CURRENTLY FOLIO # 30-  
6921-000-0092.

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

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

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

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

3. **County Inspection and Requests for Curative Action.** As further part of this Covenant, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, shall have the right, upon written notification to the, then, owner 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 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 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 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 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 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.

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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 9<sup>th</sup> day of August, 2021.

WITNESSES:

Sign: *Samantha*

Print: Samantha Noyola

Sign: *Julianne*

Print: Julianne Noyola

OWNER: L. Alice Warren

Sign: *L. Alice Warren*

Print: L. ALICIE WARREN

Title: OWNER

Address: 23905 SW 152 Ave  
Homestead FL 33032

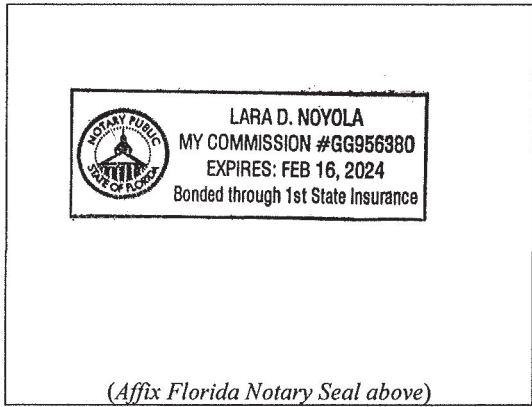
STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

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

physical presence  online notarization this 9 day of August, 2021.  
(date) (month) (year)

by L. Alicie Warren  
(name of individual swearing or affirming)

Individual identified by:  personal knowledge  satisfactory evidence \_\_\_\_\_  
(type)



*Lara D. Noyola*  
(Signature of Notary Public)

LARA D. NOYOLA  
(typed, printed, or stamped name of Notary Public)

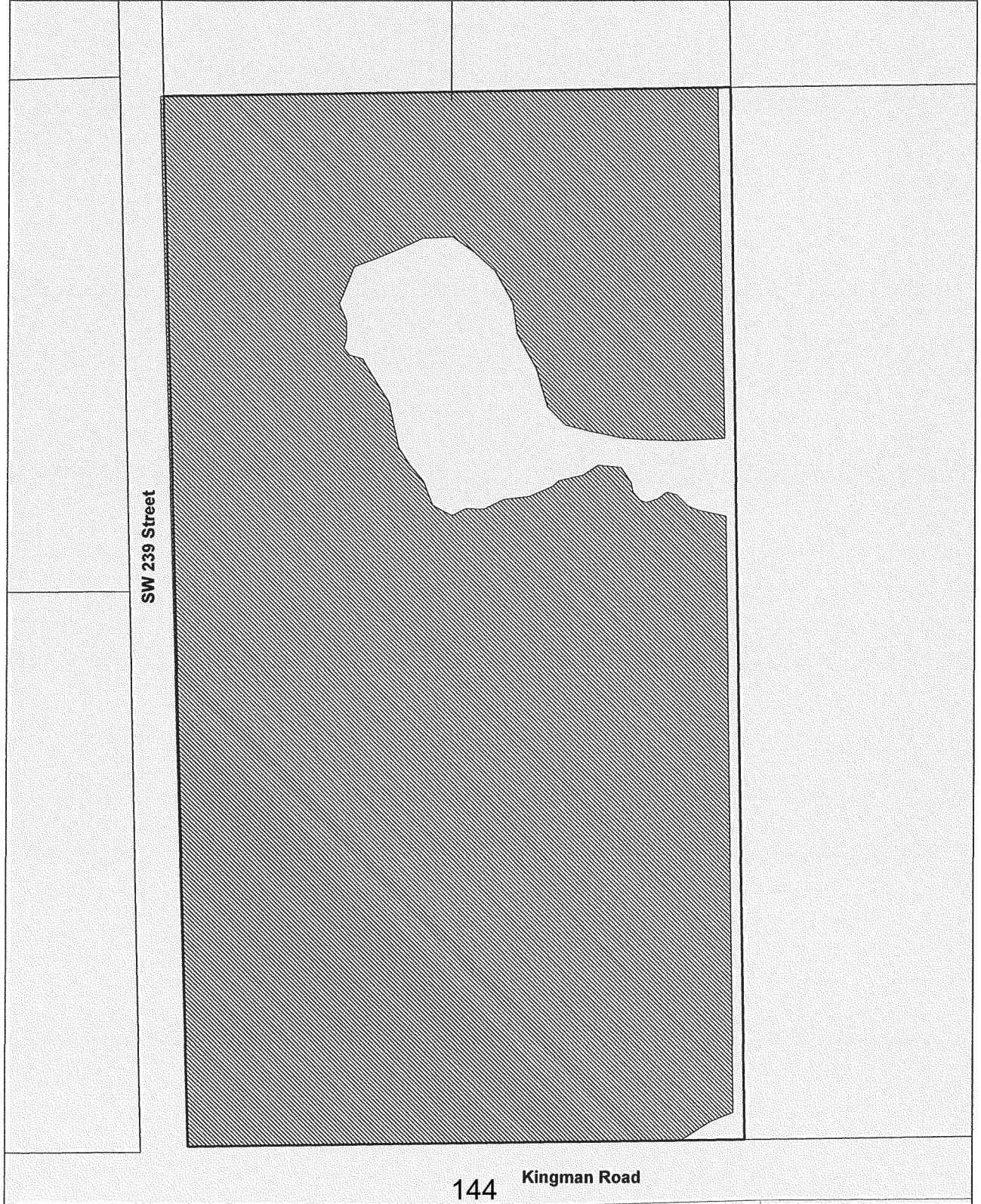
**EXHIBIT A  
LEGAL DESCRIPTION**

**Folio Number:** 30-6921-000-0092

**Property Address:** 23905 KINGMAN ROAD, MIAMI-DADE COUNTY,  
FLORIDA.

**Legal description:** THE WEST ONE HALF OF THE SOUTH ONE HALF  
OF THE SOUTH ONE HALF OF THE SOUTHWEST  
ONE QUARTER OF THE NORTHEAST ONE  
QUARTER OF SECTION 21, TOWNSHIP 56 SOUTH,  
RANGE 39 EAST, LYING AND BEING IN MIAMI-  
DADE COUNTY, FLORIDA.

Exhibit B: EEL Boundary on the property of L. Alice Warren  
Folio #: 30-6921-000-0092

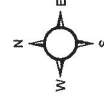


**Legend**

Parcels

Property Boundary

EEL Covenanted Area: 4.30 acres



Map prepared by C. Stocking  
on 06/14/2021



## **Exhibit C**

### **Pine Rockland Management Plan for L. Alice Warren**

**Location:** 23905 Kingman Road, Miami-Dade County, Florida.  
**Size:** 5.00 acre parcel  
4.30 acres qualify for Environmentally Endangered Lands (EEL) covenant  
**Folio #:** 30-6921-000-0092  
**Forest Type:** Pine Rockland

#### **Location**

The property is located on the east side of SW 152<sup>nd</sup> Avenue (Kingman Road) and on the north side of SW 240<sup>th</sup> Street. The site is a developed residential lot outside the urban development boundary (UDB). There is agriculture (avocado groves) south of the parcel and an equestrian center to the north. The two parcels directly east, 14950 SW 239 Street (Folio: 30-6912-000-0094) and 14900 SW 239 Street (Folio: 30-6921-000-0093), also contain county-designated Natural Forest Community (NFC). The easternmost parcel is covenanted by the current owner, and the parcel directly to the east contains NFC but is not covenanted by that owner. The parcel on the west side of SW 152<sup>nd</sup> Avenue, to the southwest of the property is a Buddhist temple, and parcels to the northwest are residential-agricultural. The property can be accessed through a chain link gate via SW 240<sup>th</sup> Street from the first driveway east of SW 152<sup>nd</sup> Avenue.

Distance from nearest County-owned Natural Forest Community (NFC) site: ~1.0 mile from Silver Palm Groves Pineland (folio #: 30-6915-000-0610)

Distance from nearest privately-owned Natural Forest Community (NFC) site: ~0 feet from Gloria J. Schmall JTRS & Mike Gonzalez JTRS (folio #: 30-6921-000-0094)

Distance from nearest EEL Covenanted site: ~500 feet from William T. Grant (folio #: 30-6921-000-0093)

#### **Property Information**

The property consists of 4.30 acres of pine rockland which qualify for an EEL covenant. The property is located on the Miami rock ridge. The property was designated as a natural forest community (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 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 site is in good overall biological condition currently. The west, north, east, and south perimeters have edge effect impacts, including substrate disturbance and exotic plant infestation. The eastern edge of the property abuts a privately-owned NFC pine rockland that is currently not being managed. More than fifty (50) native plant species have been documented on the site EEL covenant site, of which nine (9) are state-listed. Though management practices are being implemented throughout the covenanted area, a lack of fire has allowed native hardwood cover to increase along the north and west of the property. A prescribed burn is needed to maintain the biodiversity onsite and manage the hardwood species.

### **Conclusion**

To ensure the preservation of this globally imperiled pine rockland, active management is required. While the site does have signs of impacts typical to pine rockland that has been fragmented, it continues to harbor many rare and endangered species. Future management of this property will center on maintaining the property in prescribed burn ready condition and maintaining exotic coverage of 3% or less.

The property is an important connection to other natural areas in the vicinity and allows for an exchange of seeds and wildlife stop overs between these other areas. 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. Eliminate and control invasive exotic plant species.
2. Maintain and increase native plant biodiversity on the entire site.
3. Maintain and increase natural colonization of pine rockland plant species.
4. Provide habitat for native wildlife.

**Management Goals:**

1. Eliminate invasive exotic plants to achieve 3% or less exotic cover.
2. Increase biodiversity with appropriate native plant species.
3. Allow natural regeneration of native plants.
4. Execute a prescribed burn of the entire site.
5. The property owner shall submit an annual report listing all management practices and treatments that were conducted within the covenanted area.

**Management Techniques and Schedule:**

No heavy machinery is allowed within the site. Mowing and vehicle traffic within the covenanted area is not allowed. All work must be done by hand (i.e. chainsaw, hand tools).

**Year 1-5:** Hand removal and herbicide treatment of all exotic plant species to achieve 3% or less exotic coverage. Monitor for native plant species recruitment in areas that have been cleared of exotics. Monitor for pine tubling establishment and plant more as necessary. Perform a prescribed burn in appropriate areas if possible.

**Year 6-10:** Continue the hand removal and herbicide treatment of all invasive exotic plant species. The exotic plant species coverage shall be maintained at 3% or less. Continue monitoring for native plant species recruitment. Perform a prescribed burn in appropriate areas if possible.

Property Owner: L. Alice Warren  
 Folio: 30-6921-000-0092  
 Date: April, 14, 2021  
 DERM Staff: CS & MLeon

## PLANT SPECIES LIST\*

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

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

Scientific Name	Common Name	Origin/Status
<i>Acalypha chanaedrifolia</i>	Bastard copperleaf	N
<i>Albizia lebeck</i>	Woman's tongue	E/EPPC I
<i>Anemia adiantifolia</i>	Pineland fern	N
<i>Angadenia berteroi</i>	Pineland allamanda	N/FL threatened
<i>Ardisia elliptica</i>	Shoe button ardisia	E/EPPC I
<i>Ayenia euphrasiifolia</i>	Eyebright ayenia	N
<i>Byrsonima lucida</i>	Locust berry	N/FL threatened
<i>Cassytha filiflormis</i>	Love vine	N
<i>Chamaecrista fasciculata</i>	Patridge pea	N
<i>Chiococca alba</i>	Snowberry	N
<i>Chiococca parivfolia</i>	Pineland snowberry	N
<i>Coccothrinax argentata</i>	Florida silver palm	N/FL threatened
<i>Coccoloba uvifera</i>	Pigeon plum	N
<i>Crossopetalum ilicifolium</i>	Quailberry	N/FL threatened
<i>Crotalaria pumila</i>	Low rattlebox	N
<i>Croton linearis</i>	Pineland croton	N
<i>Dalbergia sisso</i>	Indian woodrose	E/EPPC II
<i>Dypsis lutescens</i>	Areca palm	E
<i>Ficus aurea</i>	Strangler fig	N
<i>Forestiera segregata</i>	Florida privet	N
<i>Echites umbellatus</i>	Devil's potato	N
<i>Galium bermudense</i>	Coastal bedstraw	N
<i>Guettarda scabra</i>	Rough velvet seed	N
<i>Ilex krugiana</i>	Krug's holly	N/FL threatened
<i>Jasminum fluminense</i>	Jasmine vine	E/EPPC II

<i>Koanophyllon villosum</i>	Florida shrub thoroughwort	N/FL endangered
<i>Lantana camara</i>	Verbena	E/EPPC I
<i>Lantana involucrata</i>	Wild sage	N
<i>Lysiloma latisiliquum</i>	Wild tamarind	N
<i>Mangifera indica</i>	Mango	E
<i>Metopium toxiferum</i>	Poisonwood	N
<i>Monstera deliciosa</i>	Swiss-cheese plant	E
<i>Morinda royoc</i>	Mouse's pineapple	N
<i>Myrica cerifera</i>	Wax myrtle	N
<i>Parthenocissus quinquefolia</i>	Virginia creeper	N
<i>Passiflora suberosa</i>	Corkstem passionflower	N
<i>Phyllanthus pentaphyllus</i> var. <i>floridanus</i>	Florida five petalled leafflower	N/FL endemic
<i>Physalis walteri</i>	Walter's ground cherry	N
<i>Pinus elliotii</i> var. <i>densa</i>	Slash pine	N/ FL endemic
<i>Psidium quajava</i>	Guava	E
<i>Psychotria nervosa</i>	Wild coffee	N
<i>Pteridium caudatum</i>	Bracken fern	N
<i>Randia aculeata</i>	Randia	N
<i>Rhus copallinum</i>	Southern sumac	N
<i>Sabal palmetto</i>	Sabal palm	N
<i>Schinus terbinthifolia</i>	Brazilian pepper	E/EPPC I
<i>Serenoa repens</i>	Saw palmetto	N
<i>Sideroxylon salicifolium</i>	Willow bustic	N
<i>Simarouba glauca</i>	Paradise tree	N
<i>Smilax</i> spp.	Greenbriar	N
<i>Solidago stricta</i>	Wand goldenrod	N
<i>Stachytarpheta jamaicensis</i>	Blue porterweed	N
<i>Symphotrichum adnatum</i>	Clasping aster	N
<i>Swietenia mahagoni</i>	Mahogany	N
<i>Tetrazygia bicolor</i>	West Indian lilac	N/FL threatened
<i>Toxicodendron radicans</i>	Poison ivy	N
<i>Tradescantia spathacea</i>	Oyster plant	E
<i>Tragia saxicola</i>	Nose burn	N/FL threatened
<i>Trema micranta</i>	Florida trema	N
<i>Vitis rotundifolia</i>	Muscadine grape	N
<i>Zamia intergrifolia</i>	Coontie	N/FL commercially exploited

**\*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, L. ANNE WARREN hereby certify that I have read and understood this management plan and agree to follow its management recommendations.

  
SIGNATURE

8-9-2021  
DATE

ATTACHMENT K

THIS INSTRUMENT PREPARED BY:

William T. Grant

Mailing address:

14900 SW 239 ST

Homestead, Florida 33032

COVENANT RUNNING WITH THE  
LAND IN FAVOR OF MIAMI-DADE  
COUNTY, FLORIDA, CONCERNING  
ENVIRONMENTALLY ENDANGERED  
LAND LOCATED AT 14900 SW 240  
STREET, MIAMI-DADE COUNTY,  
FLORIDA, CURRENTLY FOLIO # 30-  
6921-000-0093.

WHEREAS, the undersigned Owner, William T. Grant, 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 therefore. 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 therefore.
  
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 19<sup>th</sup> day of AUGUST, 2021.

WITNESSES:

Sign: Melissa

Print: MELISSA KARIM

Sign: Cody

Print: Cody Figueroa

OWNER: William T. Grant

Sign: William T. Grant

Print: WILLIAM T. GRANT

Title: OWNER

Address: 14900 SW 240 ST  
HOMESTEAD, FL 33032

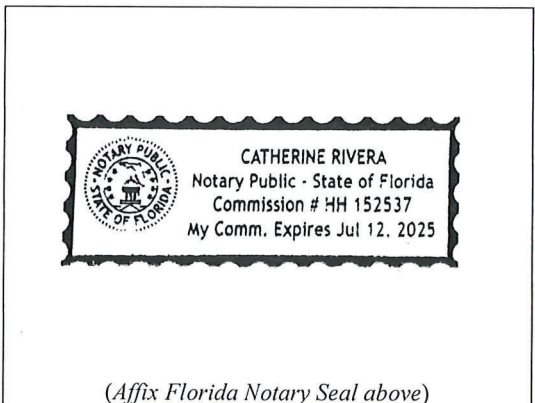
STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

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

physical presence  online notarization this 19 day of August, 2021.  
(date) (month) (year)

by WILLIAM T. GRANT  
(name of individual swearing or affirming)

Individual identified by:  personal knowledge  satisfactory evidence \_\_\_\_\_  
(type)



Cate  
(Signature of Notary Public)

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

**EXHIBIT A**

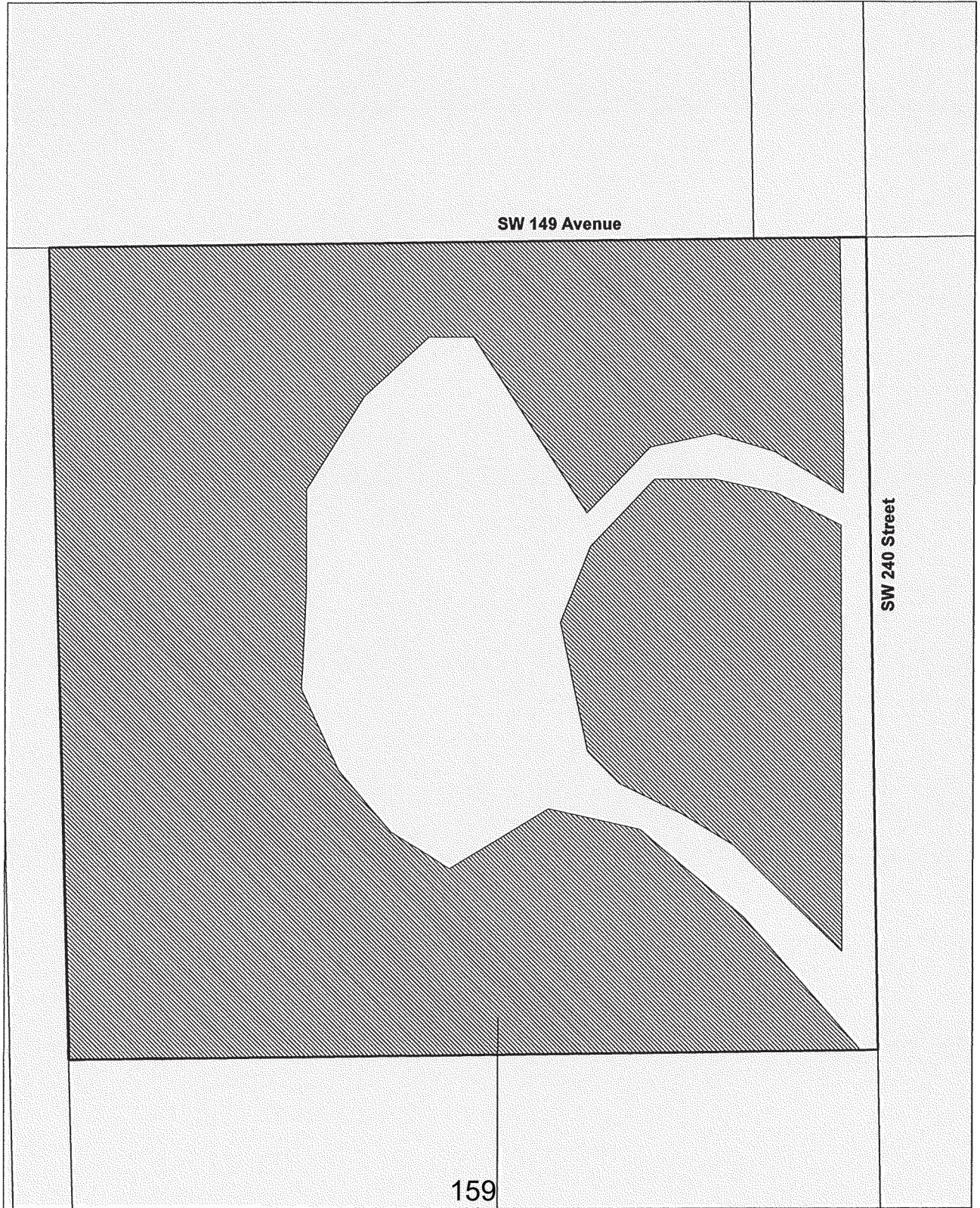
**LEGAL DESCRIPTION**

**Folio Number:** 30-6921-000-0093

**Property Address:** 14900 SW 240 STREET, MIAMI-DADE COUNTY,  
FLORIDA.

**Legal description:** THE EAST ¼ OF THE EAST ¼ OF THE SOUTH ¼ OF  
THE SOUTH ¼ OF THE SOUTHWEST ¼ OF THE  
NORTHEAST ¼ OF SECTION 21. TOWNSHIP 56  
SOUTH, RANGE 39 EAST, LYING AND BEING IN  
DADE COUNTY, FLORIDA.

Exhibit B: EEL Boundary on the property of William T. Grant  
Folio #: 30-6921-000-0093

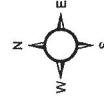


**Legend**

Parcels

Property Boundary

EEL Covenanted Area: 2.00 acres



Map prepared by C. Stocking  
on 06/14/2021

**Exhibit C**  
**Pine Rockland Management Plan**  
**for William T. Grant**

**Location:** 14900 SW 240 Street, Miami-Dade County, Florida.

**Size:** 2.5 acre parcel  
2.0 acres qualify for an Environmentally Endangered Lands (EEL) covenant

**Folio #:** 30-6921-000-0093

**Forest Type:** Pine Rockland

**Location**

The property is located on the north side of SW 240<sup>th</sup> Street, west of SW 149<sup>th</sup> Avenue. The site is a developed residential lot outside the urban development boundary (UDB) and it is bordered by agriculture and residential properties. This property, as well as the surrounding properties to the north, east, and west, are county-designated Natural Forest Communities (NFCs). The property can be accessed via SW 240<sup>th</sup> Street.

Distance from nearest County-owned Natural Forest Community (NFC) site: ~1.5 miles from Silver Palm Groves Pineland (folio #: 30-6915-000-0404)

Distance from nearest privately-owned Natural Forest Community (NFC) site: ~0 feet from Gloria J. Schmall JTRS & Mike Gonzalez JTRS (folio #: 30-6921-000-0094)

Distance from nearest EEL Covenanted site: ~0 feet from Todd & Diane Lary (folio #: 30-6921-000-0110)

**Property Information**

The property consists of a single-family home with driveway centered within 2.0 acres of pine rockland which qualify for an EEL covenant. There are maintenance access trails leading through the natural area. The property was designated as a natural forest community (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 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 property is currently a mix of native hardwood and pine rockland plant species, and has good native biodiversity. Portions of pine rockland to the north of the house are transitioning to hardwood species. The property owner continues to actively remove hardwoods and allow rare native pine rockland plant species to re-establish. The site is dominated by native species, including several State listed threatened species such as Pineland Clustervine (*Jacquemontia curtisii*), Florida Keys Noseburn (*Tragia saxicola*), Small's Milkpea (*Galactia smallii*), Florida Silver Palm (*Coccothrinax argentata*), Man-in-the-Ground (*Ipomea microdactyla*) and West Indian Lilac (*Tetrazygia bicolor*). The dominant canopy trees are Slash Pine (*Pinus elliottii* var. *densa*) and Wild Tamarind (*Lysiloma latisiliquum*), which is a native hardwood.

### **Conclusion**

Overall, the site is in very good condition and will continue to improve with future management efforts encouraged and supported by the EEL covenant. Continued selective hardwood control is needed if prescribed burning this area is not feasible. The property contains several rare and state listed plant species whose existence in the continental US is limited to this habitat. It is important to note that the current state of the property is due to the continuous commitment of the owner to the long term maintenance of the area as a natural preserve. Future management of this property will center on the continued selective removal of native hardwoods, eliminating invasive exotics and vine control.

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

### **Ecological Goals:**

1. Eliminate and control invasive exotic plant species.
2. Maintain and increase native plant biodiversity on the entire site.
3. Maintain and increase natural colonization of pine rockland plant species.
4. Provide habitat for native wildlife.

### **Management Goals:**

1. Eliminate invasive exotic plants to achieve 3% or less exotic cover.
2. Remove and control hardwood species.
3. Increase biodiversity with appropriate native plant species.
4. Allow natural regeneration of native plants.
5. Execute a prescribed burn of the entire site.
6. The property owner shall submit an annual report listing all management practices and treatments that were conducted within the covenanted area.

### **Management Techniques and Schedule:**

No heavy machinery is allowed within the site. Mowing and vehicle traffic within the covenanted area is not allowed. All work must be done by hand (i.e. chainsaw, hand tools).

**Year 1-5:** Hand removal and herbicide treatment of all exotic plant species to achieve 3% or less exotic coverage. Monitor for native plant species recruitment in areas that have been cleared of exotics. Monitor for pine tubling establishment and plant more as necessary. Remove and control hardwood species. Perform a prescribed burn in appropriate areas if possible.

**Year 6-10:** Continue the hand removal and herbicide treatment of all invasive exotic plant species. The exotic plant species coverage shall be maintained at 3% or less. Continue monitoring for native plant species recruitment. Perform a prescribed burn in appropriate areas if possible.

Property Owner: William T Grant  
 Folio: 30-6921-000-0093  
 Date: April 14, 2021  
 DERM Staff: CS & MLeon

## PLANT SPECIES LIST\*

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

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

### Scientific Name Common Name Origin/Status

<i>Agave sisalana</i>	Agave	E
<i>Bursera simaruba</i>	Gumbo limbo	N
<i>Byrsonima lucida</i>	Locust berry	N/FL threatened
<i>Callicarpa americana</i>	American beauty berry	N
<i>Centrosema virginianum</i>	Spurred butterfly leaf	N
<i>Chrysobalanus icaco</i>	Coco plum	N
<i>Coccothrinax argentata</i>	Florida silverpalm	N/FL threatened
<i>Crotalaria pumila</i>	Low rattlebox	N
<i>Ficus aurea</i>	Strangler fig	N
<i>Ficus citrifolia</i>	Short leaf fig	N
<i>Foresteria segregate</i>	Florida privet	N
<i>Galactia smallii</i>	Small's milkpea	N/FL endangered
<i>Guettarda scabra</i>	Rough velvet seed	N
<i>Hamelia patens</i>	Firebush	N
<i>Ipomea microdactyla</i>	Man on the ground	N/FL endangered
<i>Jacquemontia curtisii</i>	Pineland clustervine	N/FL threatened
<i>Jacquinia keyensis</i>	Joewood	N/FL threatened
<i>Jasminum dichotomum</i>	Gold Coast jasmine	E/EPPC 1
<i>Jasminum fluminense</i>	Brazilian jasmine	E/EPPC I
<i>Lantana involucrata</i>	Wild sage	N
<i>Lysiloma latisiliquum</i>	Wild tamarind	N
<i>Metopium toxiferum</i>	Posionwood	N
<i>Myrica cerifera</i>	Wax myrtle	N
<i>Myrsine cubana</i>	Myrsine	N
<i>Persea borbonia</i>	Avocado	E
<i>Pinus elliottii var. densa</i>	Slash pine	N/FL endemic
<i>Psychotria nervosa</i>	Wild coffee	N

<i>Pteridium aquilinum</i> var. <i>caudatum</i>	Bracken fern	N
<i>Quercus virginiana</i>	Live oak	N
<i>Randia aculeata</i>	Randia	N
<i>Rhus copallinum</i>	Southern sumac	N
<i>Sabal palmetto</i>	Sabal palm	N
<i>Serenoa repens</i>	Saw palmetto	N
<i>Smilax auriculata</i>	Greenbriar	N
<i>Sophora omentosa</i> var. <i>Truncata</i>	Necklace pod	N
<i>Swietenia mahagoni</i>	Mahogany	N/FL threatened
<i>Tabebuia</i> spp.	Tabebuia	E
<i>Tetrazygia bicolor</i>	West Indian lilac	N/FL threatened
<i>Toxicodendron radicans</i>	Poison ivy	N
<i>Tragia saxicola</i>	Noseburn	N/FL threatened
<i>Vitis rotundifolia</i>	Muscadine grapevine	N
<i>Zamia intergrifolia</i>	Coontie	N/FL commercially exploited

**\*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, WILLIAM T. GRANT  
William T. Grant hereby certify that I have read and understood this management plan and agree to follow its management recommendations.

William T. Grant  
SIGNATURE

8/19/21  
DATE