

MEMORANDUM

RTRC

Agenda Item No. 3(E)

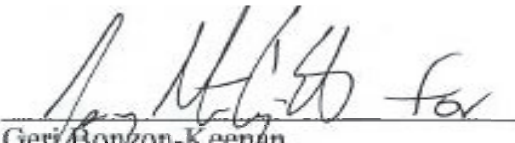
TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: October 14, 2026

FROM: Geri Bonzon-Keenan
County Attorney

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

The accompanying resolution was prepared by the Regulatory and Economic Resources Department and placed on the agenda at the request of Prime Sponsor Senator René García.



Geri Bonzon-Keenan
County Attorney

GBK/wm

MDC001

Date: November 17, 2026

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

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

Executive Summary

The purpose of this item is to seek authorization from the Miami-Dade County Board of County Commissioners (Board) for the acceptance of six covenants running with the land for the preservation and maintenance of environmentally endangered lands listed below and shown as attachments to the resolution.

Recommendation

It is recommended that the Board authorize the acceptance of seven covenants running with the land for the preservation and maintenance of the environmentally endangered lands listed below and shown as attachments to the resolution.

Scope

These covenants are for properties located in Commission Districts 7, 8, and 9, which are represented by Commissioner Raquel Regalado, Commissioner Danielle Cohen Higgins, and Commissioner Kionne McGhee, respectively.

Delegation of Authority

The 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 the County Mayor's designee to provide recorded copies of the covenants and applicable joinders to the Clerk of the Board within thirty (30) days of the effective date of 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, 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 86 properties with environmentally endangered lands covenants in Miami-Dade County, comprising a total of 366.842 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% of those species being endemic and 10 species being federally listed as threatened or endangered and at least two other species locally extinct.

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

Once a site has been determined to qualify as environmentally endangered, the application and covenant are submitted to the Board for approval. Upon approval by the Board and execution of the attached covenants, the assessed property values will be reduced by the Property Appraiser's Office, resulting in tax savings for the property owners. If any portion of the covenant is breached, the property owner is then liable for all 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 seven environmentally endangered lands covenants for the following properties in Miami-Dade County:

Renewal Covenants

Attachment A: Charlotte S. Smiley TRS and Charlotte S. Smiley 2001 REV TR (0.69 acres of Rockland Hammock) Folio 03-5107-004-0780 at 9979 Fairchild Way, Miami-Dade County

Attachment B: AB & B 23755 LLC (1.48 acres of Transitional Pine Rockland) Folio: 30-6922-000-0071 at 23755 SW 142 Avenue, Miami-Dade County

Attachment C: Kevin T. Hagarman LE, Francene L. Hagarman LE, and REM Bryce T. Hagarman (3.28 acres of Pine Rockland) Folio: 30-7810-000-0021 at 19733 SW 300 Street, Miami-Dade County

Attachment D: Oberlin Vidales and Raquel Vidales (0.66 acres of Transitional Pine Rockland)
Folio 30-7815-000-0680 at 32601 SW 202 Avenue, Miami-Dade County

New Covenants

Attachment E: Helens Pineiro and Michael Ferrer (0.21 acres of Transitional Pine Rockland)
Folio 30-6931-000-0540 at 16930 SW 266 Terrace, Miami-Dade County

Attachment F: Yunion Nogueiras (1.70 acres of Pine Rockland) Folio 30-7823-003-0191 at
19777 SW 334 Street, Miami-Dade County



Roy Coley
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: November 17, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No.

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**
- _____ **Requires more than a majority vote (i.e., 2/3’s present ____, 2/3 membership ____, 3/5’s ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) ____) to approve**
- _____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor Agenda Item No.
Veto _____
Override _____

RESOLUTION NO. _____

RESOLUTION ACCEPTING SIX 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,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board hereby finds that the attached six covenants meet the criteria for County acceptance as set forth in chapter 25B of the Code of Miami-Dade County.

Section 2. This Board hereby accepts the attached covenants, which have been executed and submitted pursuant to chapter 25B of the Code of Miami-Dade County and section 193.501, Florida Statutes, which both provide for beneficial ad valorem tax classifications for outdoor recreational or parkland and environmentally endangered lands, covering properties identified as:

1. Folio: 03-5107-004-0780 at 9979 Fairchild Way, 0.69 acres of rockland hammock (Attachment A);
2. Folio: 30-6922-000-0071 at 23755 SW 142 Avenue, 1.48 acres of transitional pine rockland (Attachment B);
3. Folio: 30-7810-000-0021 at 19733 SW 300 Street, 3.28 acres of pine rockland (Attachment C);
4. Folio: 30-7815-000-0680 at 32601 SW 202 Avenue, 0.66 acres of transitional pine rockland (Attachment D);
5. Folio: 30-6931-000-0540 at 16930 SW 266th Terrace, 0.21 acre of transitional pine rockland (Attachment E); and
6. Folio: 30-7823-003-0191 at 19777 SW 334 Street, 1.70 acres of pine rockland (Attachment F).

Section 3. This Board, pursuant to Resolution No. R-974-09, hereby directs 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.

Section 4. This Board directs the County Mayor or County Mayor's designee to provide recorded copies of the covenants accepted herein and applicable joinders to the Clerk of the Board within 30 days of the effective date of this resolution; directs the Clerk of the Board to attach and permanently store recorded copies of the covenants and applicable joinders together with this resolution; and directs the County Mayor or the County Mayor's designee to forward certified copies of same to the Property Appraiser.

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

Anthony Rodriguez, Chairman	
Kionne L. McGhee, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 17th day of November, 2026. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Cristina M. Rabionet

THIS INSTRUMENT PREPARED BY:

Charlotte S. Smiley TRS

Charlotte S. Smiley 2001 REV TR

Mailing address:

9979 Fairchild Way

Coral Gables, Florida 33156

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

WHEREAS, the undersigned Owner, Charlotte S. Smiley TRS and Charlotte S. Smiley 2001 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 Owners 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 Owners upon payment of the deferred tax liability pursuant to Section 25B-17(b) of the Code of Miami-Dade County.

7. **Enforcement.** The, then, owners 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 Owners 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 Owners 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 owners 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 Owners 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
31 day of July, 2026.

WITNESSES:

Sign: Lisa Gwinny

Print: Lisa Gwinny

Address: 6470 GARDEN RD
FL 33404

Sign: Jeff Gwinny

Print: Jeff Gwinny

Address: 6470 Garden Road

Riviera, FL 33404

OWNER: Charlotte S. Smiley TRS

Sign: [Signature]

Print: MARK SMILEY AS TRUSTEE

Title: TRUSTEE

Address: 624 KINGFISH RD

NORTH PALM BEACH, FL 33408

WITNESSES:

Sign: [Signature]

Print: Elizabeth Smiley

Address: 624 Kingfish Road

North Palm Beach, FL 33408

Sign: [Signature]

Print: David Griffiths

Address: 6470 Garden Road

Riviera, FL 33404

OWNER: Charlotte S. Smiley 2001 REV TR

Sign: [Signature]

Print: MARK SMILEY AS TRUSTEE

Title: TRUSTEE

Address: 624 KINGFISH RD

NORTH PALM BEACH, FL
33408

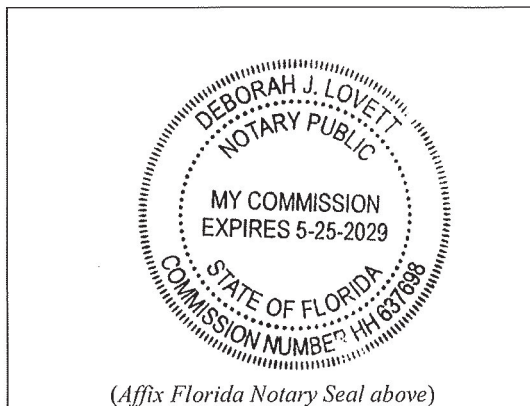
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

☒ physical presence ☐ online notarization this 31 day of July, 2026.
(date) (month) (year)

by Mark Smiley
(name(s) of individual swearing or affirming)

Individual identified by: ☒ personal knowledge ☐ satisfactory evidence _____
(type)



Deborah J. Lovett
(Signature of Notary Public)

DEBORAH J. LOVETT
(typed, printed, or stamped name of Notary Public)
MY COMMISSION
EXPIRES 5-25-2029
STATE OF FLORIDA
COMMISSION NUMBER HH 631698

EXHIBIT A

LEGAL DESCRIPTION

Folio Number: 03-5107-004-0780

Property Address: 9979 FAIRCHILD WAY
CORAL GABLES, FLORIDA 33156

Legal description: SNAPPER CREEK LAKES, SUBDIVISION LOT 2,
BLOCK 6, AS RECORDED IN PLAT BOOK 57, PAGE
86 OF THE OFFICIAL RECORDS OF DADE COUNTY,
FLORIDA

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

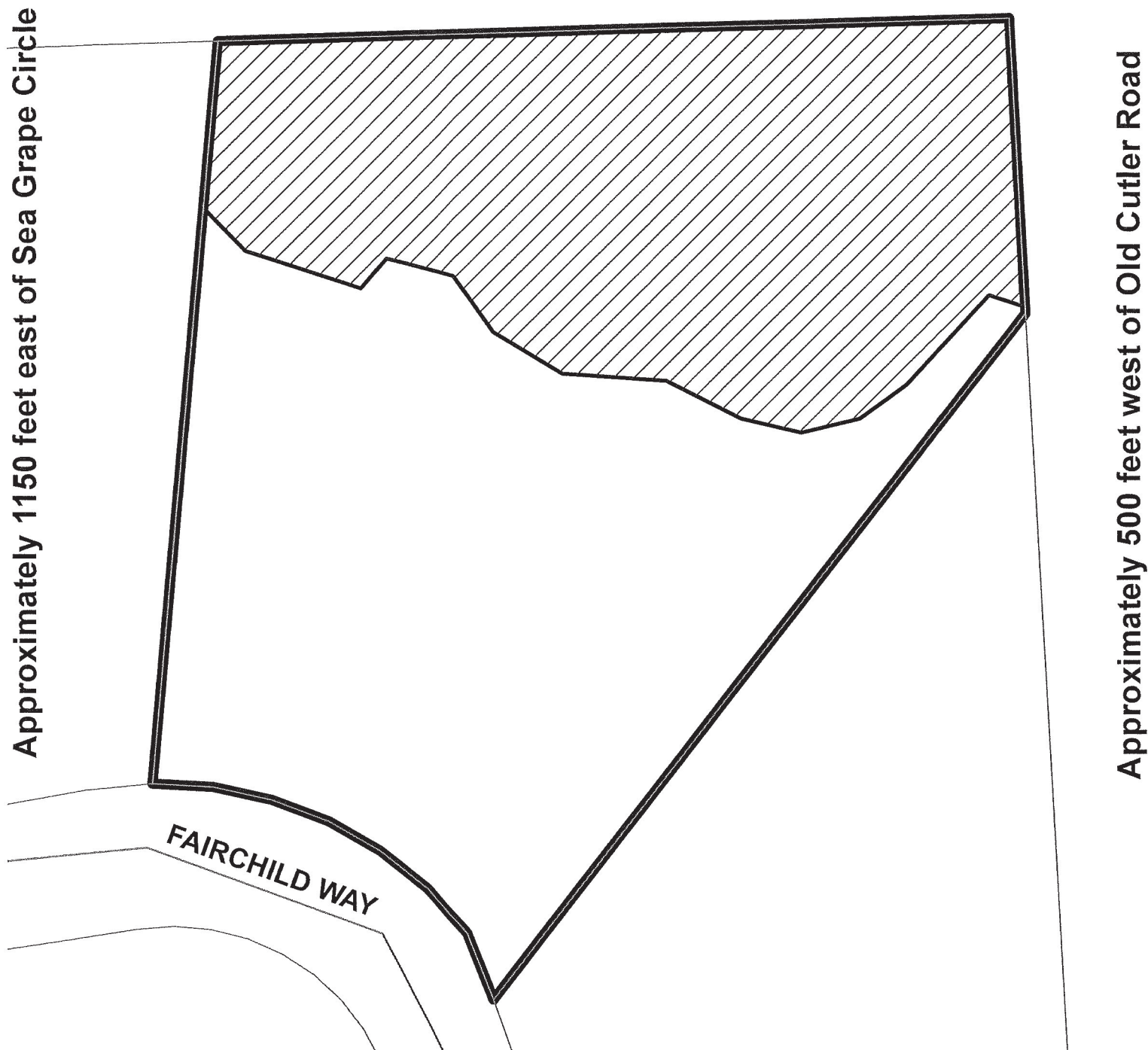


Exhibit C
Rockland Hammock Management Plan
for Charlotte S. Smiley

Location: 9979 Fairchild Way, Coral Gables, Florida 33156

Size: 1.75 acres total parcel
**0.69 acres of rockland hammock qualifies for
an Environmentally Endangered Lands (EEL) covenant.**

Folio #: 03-5107-004-0780

Forest Type: Rockland Hammock

Location:

The site is located inside the urban development boundary (UDB) north of the intersection of Fairchild Way and Old Cutler Road in Coral Gables.

Distance from nearest County-owned Natural Forest Community (NFC) site: approximately 80 feet southwest of Matheson Hammock Preserve (folio #: 03-5106-000-0200)

Distance from nearest privately-owned Natural Forest Community (NFC): 0.00 feet south of Girl Scout Council of Tropical Florida Inc./Camp Mahachee (folio #: 03-5106-000-0220)

Distance from nearest EEL covenant site: approximately 1,530 feet southwest of Alejandro Knoepffler property (folio #: 03-5106-005-0080).

Property Information:

The entire property is approximately 1.75 acres and contains 0.69 acres that qualify for an Environmentally Endangered Lands covenant. The property is abutted by residential property to the west and south. To the north and east, the property is bordered by the Girl Scouts of Tropical Florida Inc. (Camp Mahachee) property, which contains rockland hammock Natural Forest Community (NFC) that is currently undergoing extensive ecological restoration. The subject property was also designated as NFC in 1984 by the Miami-Dade County Board of County Commissioners, via Resolution No. R-1764-84 and may be found on Miami-Dade County Natural Forest Community Map 27, T55 R41 S07, parcel B. NFCs are protected and regulated via Section 24-49 of the Code of Miami-Dade County.

The property is part of the Matheson Rockland Hammock Complex. Rockland hammocks contain primarily broadleaf and mostly hardwood evergreen trees growing on outcrops of

limestone. The closed canopy conditions typically found in rockland hammocks create a humid forest interior with low light levels. Under natural conditions this community is rarely subject to fire and forms dense forests in relatively small areas. Hammocks are floristically rich and harbor some of Florida's rarest plants and also serve as habitat for a wide array of animal species. Many of the rare plants harbored by this habitat are rare fern species found in geologically significant solution holes. A rare State Endangered fern, toothed spleenwort (*Asplenium dentatum*), exists on this property and is found within a unique cave feature. The substrate and plant community found within the site makes it an ideal habitat for connecting natural areas with high biodiversity value.

Present Condition:

The current biological condition of the site can be classified as very good. Prior to applying for renewal of the covenant, the property owner has maintained an EEL Covenant on the site since 1986. The managed 0.69-acre portion of the property contains less than 3% exotic plant species cover, reflecting the ongoing management activities undertaken by the property owner over the past 40 years. Rare plants found in the EEL preservation area include spicewood (*Calyptanthes pallens*), West Indian cherry (*Prunus myrtifolia*), and toothed spleenwort (*Asplenium dentatum*) (see plant list). Historically, the adjoining Girl Scout property to the north and east of the subject property has acted as a source of invasive exotics. In recent years, however, extensive habitat restoration efforts in the Girl Scout property have greatly reduced exotics, minimizing the seed source. Overall, the native plant cover is very good with trees of multiple age classes present, but continued exotic maintenance is necessary to avoid degradation of the habitat.

Conclusion

The maintenance of this property in the EEL covenant program represents a unique opportunity to preserve a privately owned portion of the Matheson Hammock Complex. Along with the other EEL covenanted property in the area, and the possibility that other properties in the area will be included in the program in the future, this is a step towards maintaining a rare and unique plant habitat in an urban environment. The active maintenance of this property will also help ensure success with the large-scale restoration efforts occurring in the immediate vicinity at the Girl Scouts property and Matheson Hammock Preserve.

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 for Rockland Hammock

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

Management Goals for Rockland Hammock

1. Eliminate exotic plant species from the hammock to maintain 3% or less exotic plant species cover.
2. Eradicate all invasive exotic plant species from perimeter and interior of hammock and prevent exotic re-colonization.
3. Augment the biodiversity of the property by planting appropriate native hammock species. Planting within the EEL covenanted area must be approved by RER-TFRS.
4. RER-TFRS will periodically inspect property to ensure that management goals are achieved.

Management Techniques and Schedule for Rockland Hammock

No heavy machinery is allowed within the site. All work must be done by hand (i.e. chainsaw, hand tools). All maintenance work shall be conducted in accordance with the Exotic Removal permit TREE-2600588.

Year 1-10: Hand removal and herbicide treatment of exotic plant species (trees, vines, ornamentals) within management areas to achieve 3% or less exotic plant cover. The plant list below may be used as a reference. Plants shall be removed in such a way to preserve the populations of ferns in the solution holes on the property. All exotic seedlings should be hand pulled if possible. Multiple herbicide treatments may be needed. Heavy machinery is not, under any circumstances or purposes, to be used within any portion of the covenanted preservation area. To mitigate stress of extant rare fern populations, exotic canopy plants shall be removed one at a time and light gaps shall be mitigated by physical (suspended screens) or biological measures (staging succession of non-native trees with native tree species). Opportunities created by the removal of exotics shall be monitored to ensure that native regeneration is outcompeting exotic regeneration. Extreme care must be taken to maintain light levels, microclimates, intact substrate and solution holes. Monitor rare fern populations found on site.

PLANT SPECIES LIST*

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

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

<u>Scientific Name</u>	<u>Common Name</u>	<u>Origin/Status</u>
<i>Adenanthera pavonina</i>	Red sandalwood	E/EPPC II
<i>Ardisia escallonioides</i>	Marlberry	N
<i>Asplenium dentatum</i>	Toothed spleenwort	N/FL Endangered
<i>Bougainvillea spp.</i>	Paper flower	E
<i>Calypttranthes pallens</i>	Spicewood	N/FL Threatened
<i>Coccoloba diversifolia</i>	Pigeon plum	N
<i>Cycas revoluta</i>	Sago palm	E
<i>Erythrina herbacea</i>	Coralbean	N
<i>Eugenia axillaris</i>	White stopper	N
<i>Ficus aurea</i>	Strangler fig	N
<i>Krugiodendron ferreum</i>	Black ironwood	N
<i>Myrsine cubana</i>	Myrsine	N
<i>Nectandra coriacea</i>	Lancewood	N
<i>Oplismenus hirtellus</i>	Woodsgrass	N
<i>Pisonia aculeata</i>	Devil's claws	N
<i>Plumeria spp.</i>	Frangipani	E
<i>Prunus myrtifolia</i>	West Indian cherry	N/FL Threatened
<i>Psilotum nudum</i>	Whisk fern	N
<i>Psychotria nervosa</i>	Shiny-leaf wild coffee	N
<i>Quercus virginiana</i>	Virginia live oak	N
<i>Roystonea regia</i>	Royal palm	N/FL Endangered
<i>Sabal palmetto</i>	Cabbage palm	N
<i>Sideroxylon foetidissimum</i>	False mastic	N
<i>Simarouba glauca</i>	Paradisetre	N
<i>Syzygium cumini</i>	Java plum	E/EPPC I
<i>Thrinax radiata</i>	Green thatch palm	N/FL Endangered

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


SIGNATURE

8/1/26
DATE

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


SIGNATURE

8/1/26
DATE

THIS INSTRUMENT PREPARED BY:

AB & B 23755 LLC

Mailing address:

15335 SW 54 Ter.

Miami, FL 33185

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

WHEREAS, the undersigned Owner, AB & B 23755 LLC, 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 Owners 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 Owners upon payment of the deferred tax liability pursuant to Section 25B-17(b) of the Code of Miami-Dade County.

7. **Enforcement.** The, then, owners 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 Owners 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 Owners 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 owners 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 Owners 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 12 day of August, 2026.

WITNESSES:

Sign: [Signature]

Print: Haily Ponce Liriano

Address: 3482 SW 156 Ct

MIAMI, FL 33185

Sign: [Signature]

Print: Mania Liriano

Address: 5021 NW 177th St

MIAMI GARDENS, FL 33055

OWNER: AB & B 23755 LLC

Sign: [Signature]

Print: José R Bolano

Title: Owner

Address: 15335 SW 54

Ter, Miami, FL 33185

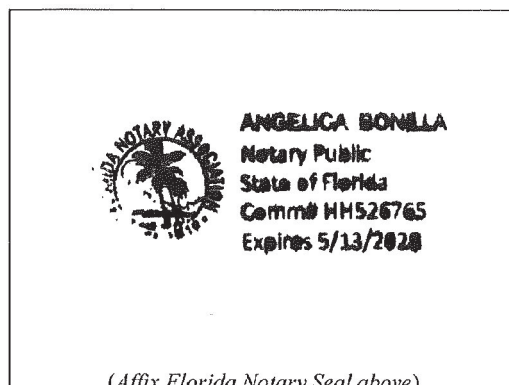
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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, 2026.
(date) (month) (year)

by Ada Rilit Hernandez Carvera and Jose Ramon Bolano
(name(s) of individual swearing or affirming)

Individual identified by: ☐ personal knowledge ☒ satisfactory evidence Driver Request
(type)



[Signature]
(Signature of Notary Public)

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

EXHIBIT A

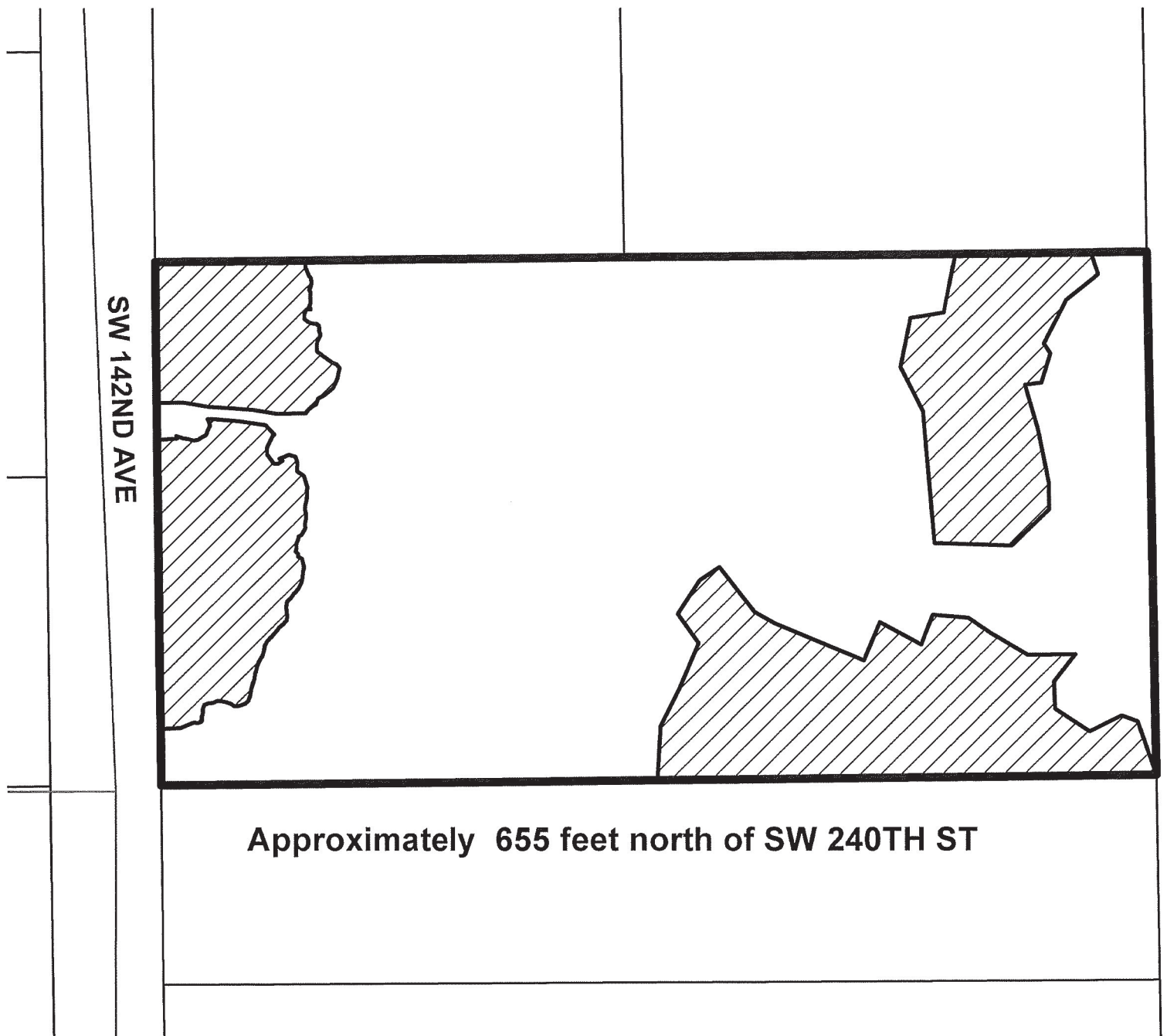
LEGAL DESCRIPTION

Folio Number: 30-6922-000-0071

Property Address: 23755 SW 142 AVE.
MIAMI, FLORIDA, 33032

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

EXHIBIT B: EEL boundary of the property of AB & B 23755 LLC
Folio#: 30-6922-000-0071



Legend

- All Streets
- Parcels
- ▬ Property Boundaries EEL
- ▨ Covenanted Area: 1.48 acres



SCALE: 1 inch = 95 feet

MDC030

Exhibit C
Transitional Pine Rockland Management Plan
for AB & B 23755 LLC

Location: 23755 SW 142 Avenue, Miami, Florida 33032

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

Folio #: 30-6922-000-0071

Forest Type: Transitional Pine Rockland

Location:

The site is located outside the urban development boundary (UDB), north of the intersection of SW 240 Street and 142 Avenue.

Distance from nearest County-owned Natural Forest Community (NFC) site: approximately 1,720 feet south of the Silver Palm Groves Preserve (folio #: 30-6915-000-0610).

Distance from nearest privately-owned Natural Forest Community (NFC): approximately 1,670 feet southeast of 14201 SW 232 St. (folio #: 30-6915-000-0520).

Distance from nearest EEL covenant site: approximately 2,725 feet northeast of Carol Huestis property (folio #: 30-6921-000-0160).

Property Information:

The entire property is 4.71 acres in total and contains approximately 1.48 acres that qualify for an Environmentally Endangered Lands covenant. It is north of the intersection of SW 240 Street and SW 142 Avenue. The property is surrounded by residential properties to the north, west, and south, and by agricultural land to the east. Despite the presence of natural pine rockland and tropical hardwood hammock habitats on the property, this parcel was not designated as Natural Forest Community (NFC) by the Board of County Commissioners in 1984.

Pine rocklands were the dominant plant community in Miami-Dade County, occupying about 186,000 acres on the Miami Rockridge, a large limestone outcrop that extends south from the Miami River to the Everglades National Park. Because of its high elevation, the Miami Rockridge was the first area to be impacted by development. The clearing of large tracts for development have now reduced pine rocklands to about 20,000 acres, most of which are now protected inside the Everglades National Park. The pine rockland community canopy is dominated almost exclusively by slash pines. Beneath

this canopy lays a rich understory composed of grasses, sedges, palms, vines, and shrubs of temperate and tropical origin. The pine rockland community is South Florida's most floristically diverse plant community and includes several endemic species. A subclimactic community, pine rocklands have depended on fire to keep them from transitioning into hardwood hammocks. Fire exclusion has resulted in many formerly pine rockland properties to transition to hammock or become invaded by non-native invasive species causing a net loss of biodiversity and the extinction or near extinction of several plant species.

Tropical hardwood hammocks contain primarily broadleaf and mostly hardwood evergreen trees often growing on outcrops of limestone. The closed canopy conditions typically found in tropical hardwood hammocks create a humid forest interior with low light levels. Under natural conditions this community is rarely subject to fire and forms dense forests in relatively small areas. Soils over the limestone bedrock are generally thin, composed of marl and/or siliceous sand and organic material. Hammocks are floristically rich and harbor some of Florida's rarest plants and also serve as habitat for a wide array of animal species. Many of the rare plants harbored by this habitat are rare fern species found in geologically significant solution holes.

Present Condition:

The entrance into the property is located on the east side of SW 142nd Avenue and consists of a dirt road that leads to a small circular driveway and parking area. The qualifying pine rockland and tropical hardwood hammock areas can be found in several distinct fragments in the northeast, northwest, southeast, and southwest sections of the property. These areas are in fair condition with some medium sized South Florida slash pines (*Pinus elliottii* var. *densa*) dominating the canopy. The understory is relatively sparse in pine rockland understory species, due to a moderate degree of transition towards hardwood hammock primarily because of the absence of fire. Pine rockland associated species observed include Florida silver palm (*Coccothrinax argentata*), coontie (*Zamia integrifolia*), and saw palmetto (*Serenoa repens*). Exotics and hardwoods should be removed from the areas that still possess a predominantly pine rockland character to ensure the persistence of native herbaceous species.

The rear (east) part of the site has significantly transitioned towards hardwood hammock, dominated by wild tamarind (*Lysiloma latisiliquum*) and other native hardwood trees. The wild tamarind trees were previously observed to harbor rare Florida tree snails (*Liguus* sp.); however, they were not observed during the most recent inspection. To preserve the tree snail populations, the maintenance of these transitional areas should primarily involve exotic removal and replanting with appropriate hammock-associated species.

A few invasive exotics were observed throughout the site, including but not limited to rosary pea (*Abrus precatorious*), Gold Coast jasmine (*Jasminum dichotomum*), Brazilian pepper (*Schinus terebinthifolius*), Burma reed (*Neyraudia reynaudiana*), and creeping wedelia (*Sphagneticola trilobata*). The substrate of the area that qualifies for this

covenant seems to have been historically disturbed to a degree. Disturbed areas may require concentrated exotic removal efforts and potentially some replanting.

Conclusion

Overall, the pine rockland and hardwood hammock habitats on this property are in fair condition. The current level of exotic cover is relatively low. Future management of this property will center on maintaining exotics below a 3% total cover and selectively removing native vines and pioneering hardwoods in the areas that still possess a predominantly pine rockland character. Under natural conditions, fire would naturally thin out hardwoods. If prescribed burns are not possible due to the property's size and location, the hand removal of hardwoods will be necessary to maintain the existing plant community.

Ecological Goals for Transitional Pine Rockland:

1. Maintain an open canopy within the areas possessing a predominantly pine rockland character to preserve native herbaceous plant species. This may be achieved via the maintenance of exotic plants, climbing vines, and hardwoods.
2. Plant native pine rocklands plants to increase the site's biodiversity.
3. Remove exotic plants in the hardwood hammock areas.
4. Provide suitable habitat for native wildlife.
5. Augment appropriate hammock-type diversity within areas that have already experienced a heavy degree of transition towards hardwood hammock.

Management Goals for Transitional Pine Rockland:

1. Reduce native and exotic vine cover throughout the property and thin the understory within pine rockland areas to promote and preserve herbaceous pine rockland plant species.
2. Eradicate all invasive exotic plant species from the 1.48-acre preservation area and prevent recolonization. Maintain exotic cover at 3% or less.
3. Increase appropriate biodiversity by promoting natural regeneration and replanting appropriate species. All plantings must receive prior approval from RER-TFRS.
4. RER-TFRS will periodically inspect property to ensure that management goals are achieved.

Management Techniques and Schedule for pine rockland:

No heavy machinery is allowed within the site. All work must be done by hand (i.e. chainsaw, hand tools). All maintenance work shall be conducted in accordance with the Exotic Removal permit TREE-2600659.

Year 1-10: Continue hand removal and herbicide treatments of all invasive species and exotics to achieve a 3% or less overall cover. See plant list below for reference.
 Selectively remove hardwood trees from the pine rockland areas and replant with appropriate native herbaceous plants.
 Augment the diversity of the transitional areas by planting additional hammock-associated species. All planting must receive prior approval from RER-TFRS.
 Conduct a prescribed burn, if feasible.

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>Bidens alba</i>	Spanish needle	N
<i>Bursera simaruba</i>	Gumbo limbo	N
<i>Caryota mitis</i>	Burmese fishtail palm	E
<i>Chiococca alba</i>	Hammock snowberry	N
<i>Chromolaena odorata</i>	Jack-in-the-bush	N
<i>Cnidoscolus stimulosus</i>	Tread-softly	N
<i>Coccothrinax argentata</i>	Florida silver palm	N/FL Threatened
<i>Crotalaria spectabilis</i>	Showy rattlebox	E
<i>Erythrina herbacea</i>	Coralbean	N
<i>Ficus aurea</i>	Strangler fig	N
<i>Galactia sp.</i>	Milkpea	N
<i>Hamelia patens</i> var. <i>patens</i>	Firebush	N
<i>Ilex krugiana</i>	Krug's holly	N/FL Threatened
<i>Jasminum dichotomum</i>	Gold Coast jasmine	E/EPPC I
<i>Lantana strigocamara</i>	Shrubverbena	E/EPPC I
<i>Lysiloma latisiliquum</i>	False tamarind	N

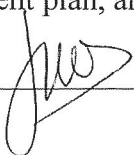
<i>Morinda royoc</i>	Mouse's pineapple	N
<i>Neyraudia reynaudiana</i>	Burma reed	E/EPPC I
<i>Parthenocissus quinquefolia</i>	Virginia creeper	N
<i>Phlebodium aureum</i>	Golden polypody	N
<i>Pinus elliottii</i> var. <i>densa</i>	South Florida slash pine	N
<i>Psychotria nervosa</i>	Shiny-leaf wild coffee	N
<i>Quercus virginiana</i>	Virginia live oak	N
<i>Sabal palmetto</i>	Cabbage palm	N
<i>Schinus terebinthifolius</i>	Brazilian pepper	E/EPPC I
<i>Serenoa repens</i>	Saw palmetto	N/Commercially exploited
<i>Sideroxylon salicifolium</i>	Willow bustic	N
<i>Sphagneticola trilobata</i>	Creeping wedelia	E/EPPC II
<i>Swietenia mahagoni</i>	West Indian mahogany	N/FL Threatened
<i>Tillandsia spp.</i>	Air plant	N
<i>Tradescantia spathacea</i>	Oysterplant	E/EPPC I
<i>Vitis rotundifolia</i>	Muscadine grape	N
<i>Zamia integrifolia</i>	Coontie	N/ 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, José R Bolanos hereby certify that I have read and understood this management plan, and agree to follow its management recommendations.

SIGNATURE



DATE

8/13/26

THIS INSTRUMENT PREPARED BY:

Kevin T. Hagarman LE

Francene L. Hagarman LE

REM Bryce T. Hagarman

Mailing address:

19733 SW 300 St.

Miami, FL 33030

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

WHEREAS, the undersigned Owner, Kevin T. Hagarman LE, Francene L. Hagarman LE, and REM Bryce T. Hagarman, hold the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit A, attached hereto, and hereinafter called the "Property," and

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

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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.

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7. **Enforcement.** The, then, owners 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 Owners 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 Owners 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.
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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
4th day of August, 2026.

WITNESSES:

Sign: *[Signature]*

Print: Ruthann Beales

Address: 1741 N Anhinga

Ln. Homestead FL 33035

Sign: *[Signature]*

Print: Emilia Martins

Address: 26635 sw 173rd ct

Homestead, FL 33031

OWNER: Kevin T. Hagarman LE

Sign: *[Signature]*

Print: Kevin Hagarman

Title: Owner

Address: 19733 S.W. 300th St.

Homestead, FL 33030

WITNESSES:

Sign: *[Signature]*

Print: Ruthann Beales

Address: 1741 N Anhinga

Ln. Homestead FL 33035

Sign: *[Signature]*

Print: Emilia Martins

Address: 26635 sw 173rd ct

Homestead, FL 33031

OWNER: Francene L. Hagarman LE

Sign: *[Signature]*

Print: Francene Hagarman

Title: Owner

Address: 19733 S.W. 300 St.

Homestead, FL 33030

WITNESSES:

Sign: [Signature]

Print: Rothann Beales

Address: 1741 N. Anhinga

Ln. Homestead FL 33035

Sign: Emilia Martins

Print: Emilia Martins

Address: 2635 sw 173rd ct

Homestead, FL 33031

OWNER: REM Bryce T. Hagarman

Sign: Bryce Hagarman

Print: Bryce Hagarman

Title: owner

Address: 19733 S.W. 300th St.

Homestead, FL 33030

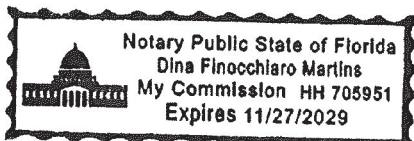
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

☒ physical presence ☐ online notarization this 4 day of August, 2026.
(date) (month) (year)

by Kenn hagarman ? Francene hagarman ? bryce hagarman
(name(s) of individual swearing or affirming)

Individual identified by: ☒ personal knowledge ☐ satisfactory evidence _____
(type)



(Affix Florida Notary Seal above)

[Signature]
(Signature of Notary Public)

Dina F martins
(typed, printed, or stamped name of Notary Public)

EXHIBIT A

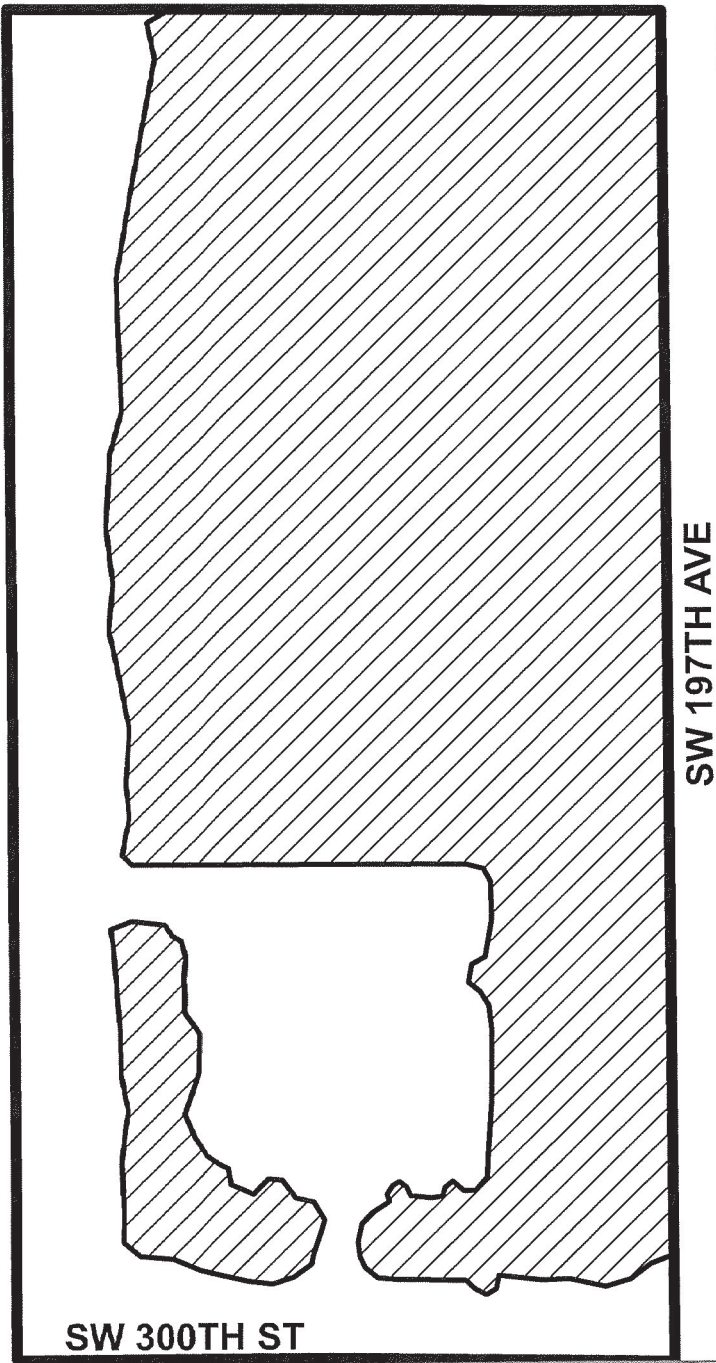
LEGAL DESCRIPTION

Folio Number: 30-7810-000-0021

Property Address: 19733 SW 300 ST.
MIAMI, FLORIDA 33030

Legal description: THE SOUTH $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF
THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ LESS
EAST 40 FEET FOR RIGHT-OF-WAY, OF SECTION 10,
TOWNSHIP 57 SOUTH, RANGE 38 EAST, SITUATED
IN MIAMI-DADE COUNTY, FLORIDA.

EXHIBIT B: EEL boundary of Hagarman property Folio#:
30-7810-000-0021



Legend

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



SCALE: 1 inch = 95 feet

Exhibit C
Pine Rockland Management Plan
for Kevin, Francene, and Bryce Hagarman

Location: 19733 SW 300 St., Miami, Florida, 33030

Size: 4.39 acres total parcel/
**3.28 acres of pine rockland qualifies for
an Environmentally Endangered Lands (EEL) covenant.**

Folio #: 30-7810-000-0021

Forest Type: Pine Rockland

Location:

The site is located outside of the urban development boundary (UDB), situated in the northwest corner of SW 300 St. and SW 197 Ave.

Distance from nearest County-owned Natural Forest Community (NFC) site: approximately 550 feet northeast of Fuchs Hammock Preserve (folio #: 30-7810-000-0030).

Distance from nearest privately-owned Natural Forest Community (NFC): 0.00 feet south of undeveloped property in the southwest corner of SW 296 St. and SW 197 Ave. (folio #: 30-7810-000-0020).

Distance from nearest EEL covenant site: approximately 1,435 feet northeast of Keith and Kathryn Morrison property (folio #: 30-7810-000-0080).

Property Information:

The entire property is ~4.39 acres and contains 3.28 acres that qualify for an Environmentally Endangered Lands covenant. The existing plant community is a mostly undisturbed pine rockland. The site is located in the northwest corner of SW 300 Street and SW 197 Avenue. It is bordered by agricultural land to the west and east, a residential property to the south, and by an undeveloped Natural Forest Community (NFC) property to the north. The subject property was also designated as NFC in 1984 by the Miami-Dade County Board of County Commissioners, via Resolution No. R-1764-84 and may be found on Miami-Dade County Natural Forest Community Map 38, T57 R38 S10, parcel A. NFCs are protected and regulated via Section 24-49 of the Code of Miami-Dade County.

Pine rocklands were the dominant plant community in Miami-Dade County, occupying about 186,000 acres on the Miami Rockridge, a large limestone outcrop that extends

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

Present Condition

The property can be easily accessed from either SW 197th Avenue or SW 300th Street. The pineland is composed of one large piece of approximately 3.07 acres that is uninterrupted, located north and east of the single-family home. A second smaller piece of approximately 0.21 acres is located just west of the home. Both areas are in good condition. The northern piece is in very good condition, containing large grassy areas interspersed with saw palmetto (*Serenoa repens*), which indicates the presence of undisturbed substrate. South Florida slash pines (*Pinus elliottii* var. *densa*) are present on the property, representing different age classes. Ample pine rockland understory species are present, including listed species such as pineland allamanda (*Angadenia berteroi*), locustberry (*Byrsonima lucida*), quailberry (*Crossopetalum ilicifolium*), and pineland clustervine (*Jacquemontia curtisii*). The owner has worked arduously to eradicate several non-native invasive species in this area including Burma reed (*Neyraudia reynaudiana*) and Brazilian pepper (*Schinus terebinthifolius*). Resprouts will continue to require follow-up treatments. The undeveloped NFC property to the north acts as a seed source for invasive exotics. The north section of the subject property, therefore, requires close monitoring and exotic control efforts. Large quantities of poisonwood (*Metopium toxiferum*) are beginning to emerge within the pine rockland. These should be removed and treated to avoid the closure of the understory.

The smaller piece is also in good condition but is mostly dominated by native hardwoods such as live oak (*Quercus virginiana*), gumbo limbo (*Bursera simaruba*), and willow bastic (*Sideroxylon salicifolium*). This smaller parcel is currently transitioning towards hardwood hammock.

Conclusion

Overall, the NFC pine rockland on this property is in very good condition. It is evident that the property owners have made a great effort in controlling invasive exotics. Future management of this property will center on maintaining the already existing low levels of exotics, native vines/hardwoods, and conducting a prescribed burn if feasible. Burning

this site may be relatively easy given its size, location, and surrounding uses. This management technique is highly recommended by RER-TFRS, as it will help thin hardwoods, prevent wildfires, and increase/maintain plant diversity.

Ecological Goals for Pine Rockland:

1. Maintain open canopy to preserve herbaceous pine rockland plant species.
2. Continue to plant South Florida slash pine tubelings to promote growth of uneven aged slash pine trees or facilitate their natural regeneration within the site.
3. Provide suitable habitat for native wildlife.
4. Control invasive exotic species and encroaching native hardwoods throughout pineland.

Management Goals for Pine Rockland:

1. Reduce native and exotic vine cover throughout the property and thin the understory to promote and preserve herbaceous pine rockland plant species.
2. Reduce native and exotic hardwoods (such as poisonwood) throughout the larger section of pine rockland.
3. Eradicate all invasive exotic plant species and prevent re-colonization. Ensure that exotic cover remains at 3% or less.
4. Augment native biodiversity via replanting with appropriate pine rockland species, focusing on herbaceous plants. All plantings require prior approval from RER-TFRS.
5. RER-TFRS will periodically inspect the property to ensure that management goals are achieved.

Management Techniques and Schedule for Pine Rockland

No heavy machinery is allowed within the site. All work must be done by hand (i.e. chainsaw, hand tools. All maintenance work shall be conducted in accordance with the Exotic Removal permit TREE-2600590.

Year 1-10: Hand removal and herbicide treatment of all invasive species and exotics including: Brazilian pepper, rattlepod, and vines. Maintain overall exotic cover below 3%.

Selective hand removal of any small hardwood trees (focusing on but not limited to poisonwood) within the larger section of pine rockland.

Planting of small South Florida slash pine seedlings/promotion of their natural regeneration

Maintain firebreaks and perform prescribed burn if possible.

PLANT SPECIES LIST*

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

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

<u>Scientific Name</u>	<u>Common Name</u>	<u>Origin/Status</u>
<i>Abrus precatorius</i>	Rosary pea	E/EPPC I
<i>Agalinis fasciculata</i>	Beach false foxglove	N
<i>Albizia lebbbeck</i>	Rattlepod	E/EPPC I
<i>Anemia adiantifolia</i>	Pine fern	N
<i>Angadenia berteroi</i>	Pineland allamanda	N/FL Threatened
<i>Ardisia escallonioides</i>	Marlberry	N
<i>Ayenia euphrasiifolia</i>	Eyebright avenia	N
<i>Bidens alba</i>	Spanish needle	N
<i>Bursera simaruba</i>	Gumbo limbo	N
<i>Byrsonima lucida</i>	Locustberry	N/FL Threatened
<i>Chamaecrista deeringiana</i>	Deering partridge pea	N
<i>Chiococca alba</i>	Hammock snowberry	N
<i>Chiococca parvifolia</i>	Small-leaved snowberry	N
<i>Citharexylum spinosum</i>	Florida fiddlewood	N
<i>Cnidoscolus stimulosus</i>	Tread-softly	N
<i>Coccothrinax argentata</i>	Florida silver palm	N/FL Threatened
<i>Crossopetalum ilicifolium</i>	Quailberry	N/FL Threatened
<i>Crotalaria pumila</i>	Low rattlebox	N
<i>Erythrina herbacea</i>	Coralbean	N
<i>Ficus aurea</i>	Strangler fig	N
<i>Galium bermudense</i>	Coastal bedstraw	N
<i>Guettarda scabra</i>	Rough velvetseed	N
<i>Jacquemontia curtisii</i>	Pineland clustervine	N/FL Threatened
<i>Jasminum dichotomum</i>	Gold Coast jasmine	E/EPPC I
<i>Lantana depressa</i> var. <i>depressa</i>	Pineland lantana	N
<i>Licania michauxii</i>	Gopher apple	N
<i>Lysiloma latisiliquum</i>	False tamarind	N

<i>Metopium toxiferum</i>	Poisonwood	N
<i>Morinda royoc</i>	Mouse's pineapple	N
<i>Myrica cerifera</i>	Wax myrtle	N
<i>Neyraudia reynaudiana</i>	Burma reed	E/EPPC I
<i>Phyllanthus pentaphyllus</i>	Florida five-petal leafflower	N
<i>Pinus elliottii</i> var. <i>densa</i>	South Florida slash pine	N
<i>Polygala violacea</i>	Candyweed	N
<i>Psychotria nervosa</i>	Shiny-leaf wild coffee	N
<i>Pteridium caudatum</i>	Lacy bracken fern	N
<i>Quercus pumila</i>	Running oak	N
<i>Quercus virginiana</i>	Virginia live oak	N
<i>Randia aculeata</i>	White indigoberry	N
<i>Rhus copallinum</i>	Winged Sumac	N
<i>Rhynchosia reniformis</i>	Dollarleaf	N
<i>Rhynchospora colorata</i>	Starrush whitetop	N
<i>Sabal palmetto</i>	Cabbage palm	N
<i>Schinus terebinthifolius</i>	Brazilian pepper	E/EPPC I
<i>Schefflera actinophylla</i>	Australian umbrellatree	E/EPPC I
<i>Serenoa repens</i>	Saw palmetto	N/Commercially exploited
<i>Sideroxylon salicifolium</i>	Willow bustic	N
<i>Smilax auriculata</i>	Earleaf greenbrier	N
<i>Smilax bona-nox</i>	Saw greenbrier	N
<i>Solidago</i> sp.	Goldenrod	N
<i>Swietenia mahagoni</i>	West Indian mahogany	N/FL Threatened
<i>Syzygium cumini</i>	Java plum	E/EPPC I
<i>Tetrazygia bicolor</i>	West Indian lilac	N/FL Threatened
<i>Toxicodendron radicans</i>	Eastern Poison Ivy	N
<i>Tragia saxicola</i>	Florida Keys noseburn	N/FL Threatened
<i>Trema floridanum</i>	Florida Nettle tree	N
<i>Vitis rotundifolia</i>	Muscadine grape	N
<i>Zamia integrifolia</i>	Coontie	N/ 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, Kevin Hagarman hereby certify that I have read and understood this management plan, and agree to follow its management recommendations.

Kevin Hagarman
SIGNATURE

8-4-2026
DATE

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

Francene Hagarman
SIGNATURE

8-4-2026
DATE

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

Bryce Hagarman
SIGNATURE

8-4-2026
DATE

THIS INSTRUMENT PREPARED BY:

Oberlin Vidales

Raquel Vidales

Mailing address:

32601 SW 202 Ave.

Miami, Florida 33030-6303

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

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

IN ORDER TO ASSURE the County that the representations made by the Owner in the application, pursuant to Chapter 25B of the Code of Miami-Dade County and Section 193.501 of the Florida Statutes, will be abided by the Owners 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 Owners upon payment of the deferred tax liability pursuant to Section 25B-17(b) of the Code of Miami-Dade County.

7. **Enforcement.** The, then, owners 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 Owners 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 Owners 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 owners 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 Owners 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
27th day of July, 2026.

WITNESSES:

Sign: Matthew Leal

Print: Matthew Leal

Address: 815 N Homestead Blvd
Homestead FL 33030

Sign: David Pineda

Print: David Pineda

Address: 815 N Homestead Blvd
Homestead FL 33030

WITNESSES:

Sign: Matthew Leal

Print: Matthew Leal

Address: 815 N Homestead Blvd
Homestead FL 33030

Sign: David Pineda

Print: David Pineda

Address: 815 N Homestead Blvd
Homestead FL 33030

OWNER: Oberlin Vidales

Sign: Oberlin Vidales

Print: OBERLIN VIDALES

Title: OWNER

Address: 32601 SW 202 Ave
Homestead FL 33030

OWNER: Raquel Vidales

Sign: Raquel Vidales

Print: Raquel Vidales

Title: Owner

Address: 32601 SW 202nd Ave
Homestead, FL 33030

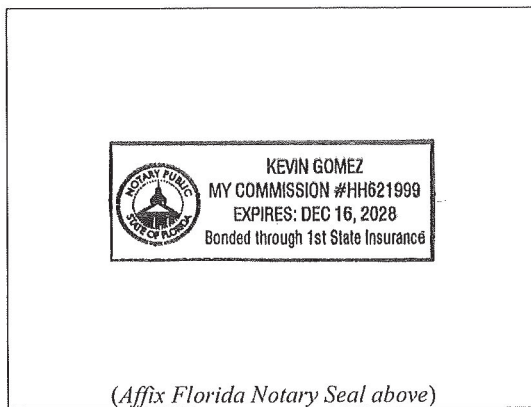
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

☒ physical presence ☐ online notarization this 27th day of July, 2026.
(date) (month) (year)

by Raquel Vidales and Oberlin Vidales
(name(s) of individual swearing or affirming)

Individual identified by: ☐ personal knowledge ☒ satisfactory evidence FLDL.
(type)



[Signature]
(Signature of Notary Public)

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

EXHIBIT A

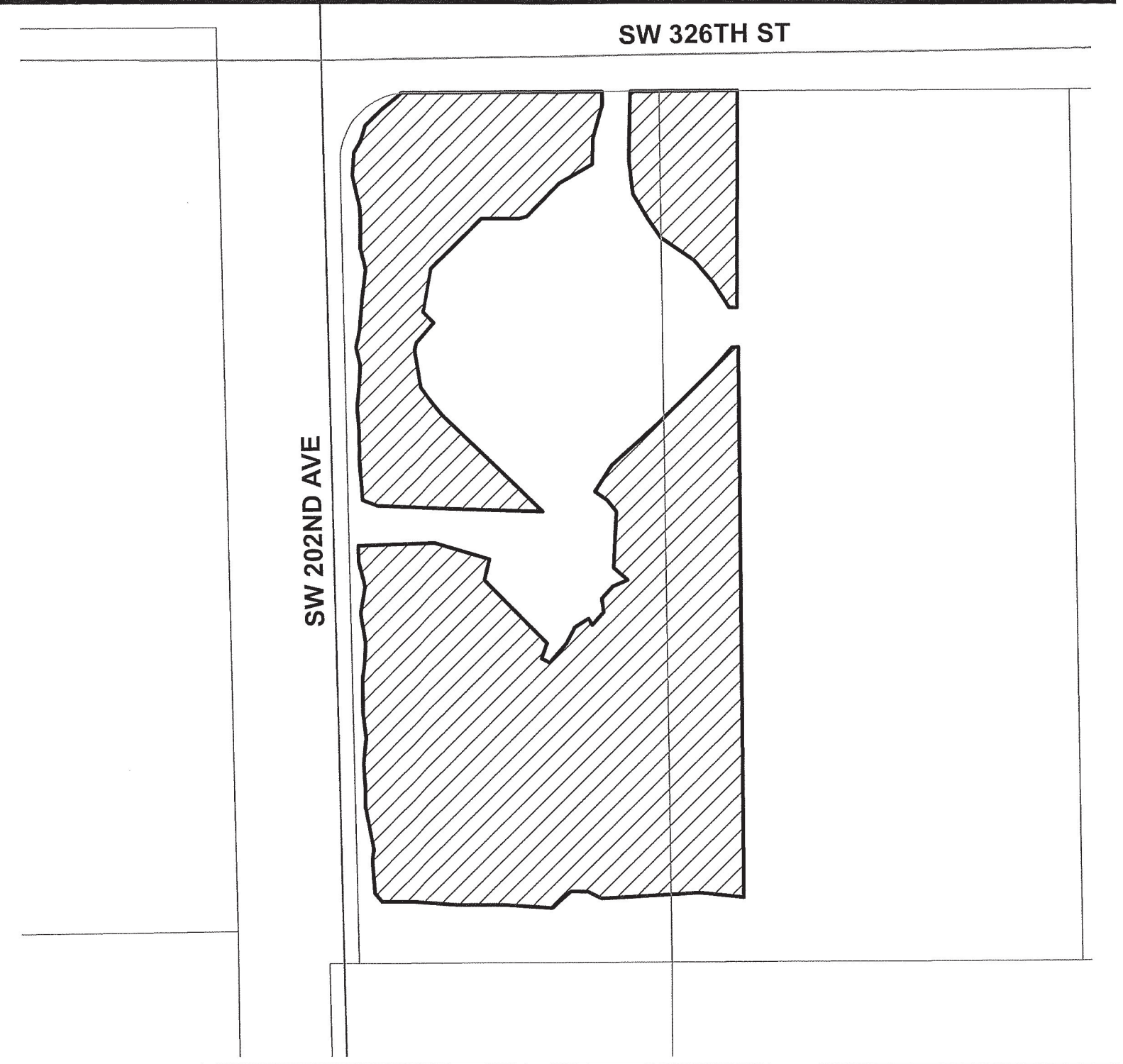
LEGAL DESCRIPTION

Folio Number: 30-7815-000-0680

Property Address: 32601 SW 202 AVENUE
MIAMI, FLORIDA 33030-6303

Legal description: THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$, IN SECTION 15, TOWNSHIP 57 SOUTH, RANGE 38 EAST, LESS THE EAST 150 FEET THEREOF, THE SAME BEING SUBJECT TO AN EASEMENT OF 25 FEET ACROSS THE NORTH PART OF SAID LAND FOR USE BY THE GENERAL PUBLIC FOR STREET AND HIGHWAY PURPOSES, AND ALSO SUBJECT TO THE USE OF THE WEST 35 FEET THEREOF OR SUCH PORTION OF SAID 35 FEET AS IS NOW BEING USED BY THE COUNTY OF MIAMI-DADE AND STATE OF FLORIDA FOR HIGHWAY PURPOSES, THE SAID LAND SOMETIMES KNOWN AS TRACT 32 OF ALLIGATOR PLAN TWO, AN UNRECORDED PLAT.

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



Legend

-  Parcels
-  All Streets
-  EEL Covenanted Area: 0.66 acres



SCALE: 1 inch = 50 feet

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

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

Size: 1.07 acres total parcel
**0.66 acres of pine rockland qualifies for
an Environmentally Endangered Lands (EEL) covenant.**

Folio #: 30-7815-000-0680

Forest Type: Transitional Pine Rockland

Location:

The site is located outside the urban development boundary (UDB) on the southeast corner of SW 326th Street and 202nd Avenue.

Distance from nearest County-owned Natural Forest Community (NFC) site: approximately 1,320 feet southwest of Navy Wells 2 Pineland Preserve (Folio #: 30-7815-000-0370).

Distance from nearest privately-owned Natural Forest Community (NFC): 0.00 feet north of 32705 SW 202 Ave (Folio #: 30-7815-000-0880).

Distance from nearest EEL covenant site: approximately 645 feet southwest of Abdiel Ricardo Garcia property (Folio #: 30-7815-000-0500).

Property Information:

The entire property is approximately 1.07 acres and contains 0.66 acres that qualify for an Environmentally Endangered Lands covenant. The property is surrounded by residential properties to the north, east, and south. The residential parcel immediately south of the property contains Natural Forest Community (NFC). To the west of the site is agricultural land. The subject property was also designated as NFC in 1984 by the Miami-Dade County Board of County Commissioners, via Resolution No. R-1764-84 and may be found on Miami-Dade County Natural Forest Community Map 38, T57 R38 S15, parcel B. NFCs are protected and regulated via Section 24-49 of the Code of Miami-Dade County.

Pine rocklands were the dominant plant community in Miami-Dade County, occupying about 186,000 acres on the Miami Rockridge, a large limestone outcrop that extends south from the Miami River to the Everglades National Park. Because of its high elevation, the Miami Rockridge was the first area to be impacted by development. The clearing of large tracts for development have now reduced pine rocklands to about 20,000

acres, most of which are now protected inside the Everglades National Park. The pine rockland community canopy is dominated almost exclusively by slash pines. Beneath this canopy lays a rich understory composed of grasses, sedges, palms, vines, and shrubs of temperate and tropical origin. The pine rockland community is South Florida's most floristically diverse plant community and includes several endemic species. A sub climactic community, pine rocklands have depended on fire to keep them from transitioning into hardwood hammocks. Fire exclusion has resulted in many formerly pine rockland properties to transition to hammock or become invaded by non-native invasive species causing a net loss of biodiversity and the extinction or near extinction of several plant species.

Present Condition:

The entrance into the property is located on the west side along SW 202nd Avenue and consists of a paved driveway that leads to a parking area and a small garage. The area that qualifies for the EEL covenant is in generally good condition. North of the driveway and south of the house is a fragmented pineland area of triangular shape that is currently transitioning to rockland hammock. The area north and northeast of the house are predominantly pine rockland but with a degree of transition. The areas directly east and south of the house are also pine rockland and are in good condition.

Several adult slash pines (*Pinus elliottii* var. *densa*) and some appropriate pine rockland understory species are present within the qualifying area. This includes state-listed threatened and endangered species. However, the native herbaceous diversity, which in a natural pine rockland constitutes most of the overall floral diversity, is reduced by the dominance of palms such as saw palmetto (*Serenoa repens*) and cabbage palm (*Sabal palmetto*), various hardwoods, and climbing vines. As a result, there are few open areas with a sufficient light gap to support native herbaceous plants. To maximize floral diversity within the property, the areas that still retain a substantial pine rockland character should be maintained in such a way that minimizes the dominance of heavy-canopy species (i.e. selective palm/hardwood thinning and regular removal of climbing vines).

Although the property has a low percent cover of invasive exotics, a few species were observed that should continue to be monitored and removed to prevent their further encroachment. These include but are not limited to rosary pea (*Abrus precatorious*), rattlepod (*Albizia lebbek*), Gold Coast jasmine (*Jasminum dichotomum*), Brazilian pepper (*Schinus terebinthifolius*) and oysterplant (*Tradescantia spathacea*). Although most of the substrate throughout the site seemed to be relatively undisturbed, some pockets seem to have been historically disturbed and should be monitored carefully as these areas are generally more susceptible to invasive exotic encroachment.

Conclusion

It is evident that the property owners have made great efforts towards controlling invasive exotics on the property and protecting native species. Future management of this property will center on maintaining the already low levels of exotics while selectively reducing the cover of native vines and hardwoods. Under natural conditions, fire would naturally thin out hardwoods. In the absence of prescribed burns, which may be impractical or unattainable due to the property's size and location, the hand removal of hardwoods will be necessary to maximize the understory floral diversity.

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 for Pine Rockland:

1. Maintain an open canopy to preserve herbaceous pine rockland plant species.
2. Plant South Florida slash pine tubelings or promote their natural regeneration to create a diversity of age classes.
3. Provide suitable habitat for native wildlife.
4. Eliminate invasive exotic species and selectively remove encroaching native hardwood trees throughout pineland. Selectively thin understory palms.

Management Goals for Pine Rockland:

1. Reduce native and exotic vine cover throughout the property and thin the understory to promote and preserve herbaceous pine rockland plant species.
2. Eradicate all invasive exotic plant species from the 0.66-acre area and prevent recolonization. Maintain exotic cover at 3% or less.
3. In areas where it is most feasible, maintain an open understory with a diverse mix of native pine rockland species.
4. Augment native pine rockland biodiversity through replanting of appropriate species. All plantings shall receive prior approval from RER-TFRS.
5. RER-TFRS will periodically inspect the property to ensure that management goals are achieved.

Management Techniques and Schedule for pine rockland:

No heavy machinery is allowed within the site. All work must be done by hand (i.e. chainsaw, hand tools. All maintenance work shall be conducted in accordance with the Exotic Removal permit TREE-2600591.

Year 1-10: Continue the hand removal and herbicide treatments of all invasive and exotic species, to achieve a 3% or less overall exotic cover. Selectively thin hardwoods and understory palms in the areas possessing the greatest pine rockland character to increase the native herbaceous diversity. Augment native biodiversity through replanting of appropriate species (with prior approval from RER-TFRS). Maintain firebreaks.

PLANT SPECIES LIST*

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

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

<u>Scientific Name</u>	<u>Common Name</u>	<u>Origin/Status</u>
<i>Abrus precatorius</i>	Rosary pea	E/EPPC I
<i>Albizia lebeck</i>	Rattlepod	E/EPPC I
<i>Angadenia berteroi</i>	Pineland allamanda	N/FL Threatened
<i>Ardisia escallonioides</i>	Marlberry	N
<i>Bursera simaruba</i>	Gumbo limbo	N
<i>Chiococca alba</i>	Hammock snowberry	N
<i>Coccothrinax argentata</i>	Florida silver palm	N/FL Threatened
<i>Crotalaria spectabilis</i>	Showy rattlebox	E
<i>Ficus aurea</i>	Strangler fig	N
<i>Ficus citrifolia</i>	Shortleaf fig	N
<i>Galium bermudense</i>	Coastal bedstraw	N
<i>Guettarda scabra</i>	Rough velvetseed	N
<i>Jasminum dichotomum</i>	Gold Coast jasmine	E/EPPC I
<i>Koanophyllon villosum</i>	Florida shrub thoroughwort	N/FL Endangered
<i>Melothria pendula</i>	Creeping cucumber	N
<i>Metopium toxiferum</i>	Poisonwood	N
<i>Morinda royoc</i>	Mouse's pineapple	N
<i>Myrsine cubana</i>	Myrsine	N
<i>Nephrolepis biserrata</i>	Giant sword fern	N/FL Threatened
<i>Parthenocissus quinquefolia</i>	Virginia creeper	N

<i>Pinus elliottii</i> var. <i>densa</i>	South Florida slash pine	N
<i>Psilotum nudum</i>	Whisk fern	N
<i>Psychotria nervosa</i>	Shiny-leaf wild coffee	N
<i>Pteridium caudatum</i>	Lacy bracken fern	N
<i>Quercus virginiana</i>	Virginia live oak	N
<i>Rhus copallinum</i>	Winged sumac	N
<i>Sabal palmetto</i>	Cabbage palm	N
<i>Schinus terebinthifolius</i>	Brazilian pepper	E/EPPC I
<i>Serenoa repens</i>	Saw palmetto	N/Commercially exploited
<i>Sideroxylon salicifolium</i>	Willow bustic	N
<i>Smilax</i> spp.	Greenbrier	N
<i>Tetrazygia bicolor</i>	West Indian lilac	N/FL Threatened
<i>Tillandsia</i> spp.	Air plant	N
<i>Tillandsia usneoides</i>	Spanish moss	N
<i>Toxicodendron radicans</i>	Eastern poison ivy	N
<i>Tradescantia spathacea</i>	Oysterplant	E/EPPC I
<i>Vitis rotundifolia</i>	Muscadine grape	N
<i>Zamia integrifolia</i>	Coontie	N/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, Raquel Vidales hereby certify that I have read and understood this management plan and agree to follow its management recommendations.

Raquel Vidales
SIGNATURE

7/27/2026
DATE

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

Oberlin Vidales
SIGNATURE

072726
DATE

THIS INSTRUMENT PREPARED BY:

Helens Pineiro

Michael Ferrer

Mailing address:

16930 SW 266 Ter.

Homestead, Florida 33031

COVENANT RUNNING WITH THE
LAND IN FAVOR OF MIAMI-DADE
COUNTY, FLORIDA, CONCERNING
ENVIRONMENTALLY ENDANGERED
LAND LOCATED AT 16930 SW 266 TER.,
MIAMI-DADE COUNTY, FLORIDA,
CURRENTLY FOLIO # 30-6931-000-0540.

WHEREAS, the undersigned Owners, Helens Pineiro and Michael Ferrer, 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 Owners 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 Owners upon payment of the deferred tax liability pursuant to Section 25B-17(b) of the Code of Miami-Dade County.

7. **Enforcement.** The, then, owners 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 Owners 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 Owners 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 owners 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 Owners shall record, at Owner's expense, a renewed covenant in the public records of Miami-Dade County, Florida. Said renewed covenant shall be in a form approved

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

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

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this
27 day of July, 2026.

WITNESSES:

Sign: [Signature]

Print: Jose Manuel Gonzalez

Address: 1378 Ne 35th Av

Unit-103 Homestead FL 33033

Sign: [Signature]

Print: ERIK CAMESO

Address: 12706 SW 265th

HOMESTEAD, FL, 33032

OWNER: Helens Pineiro

Sign: [Signature]

Print: Helens Pineiro

Title: Owner

Address: 16390 JW 266 Terrace
HOMESTEAD FL 33031

WITNESSES:

Sign: [Signature]

Print: Yhoannis Rodriguez

Address: 26480 SW 187 AVE

Homestead FL 33031

Sign: [Signature]

Print: Veronica Llorente

Address: 13335 SW 57 Terrace #8

Miami FI 33183

OWNER: Michael Ferrer

Sign: [Signature]

Print: Michael Ferrer

Title: Owner

Address: 16930 SW 266th Terrace
Homestead FL 33031

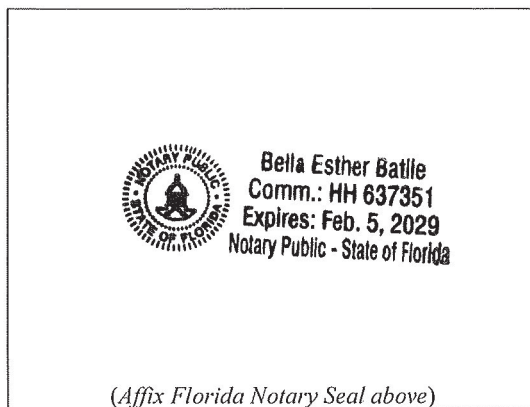
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

☒ physical presence ☐ online notarization this 27 day of July, 2026.
(date) (month) (year)

by Helens Pineiro and Michael Ferrer
(name(s) of individual swearing or affirming)

Individual identified by: ☐ personal knowledge ☒ satisfactory evidence FLDL.
(type)



[Signature]
(Signature of Notary Public)

Bella Esther Batlle
(typed, printed, or stamped name of Notary Public)

EXHIBIT A

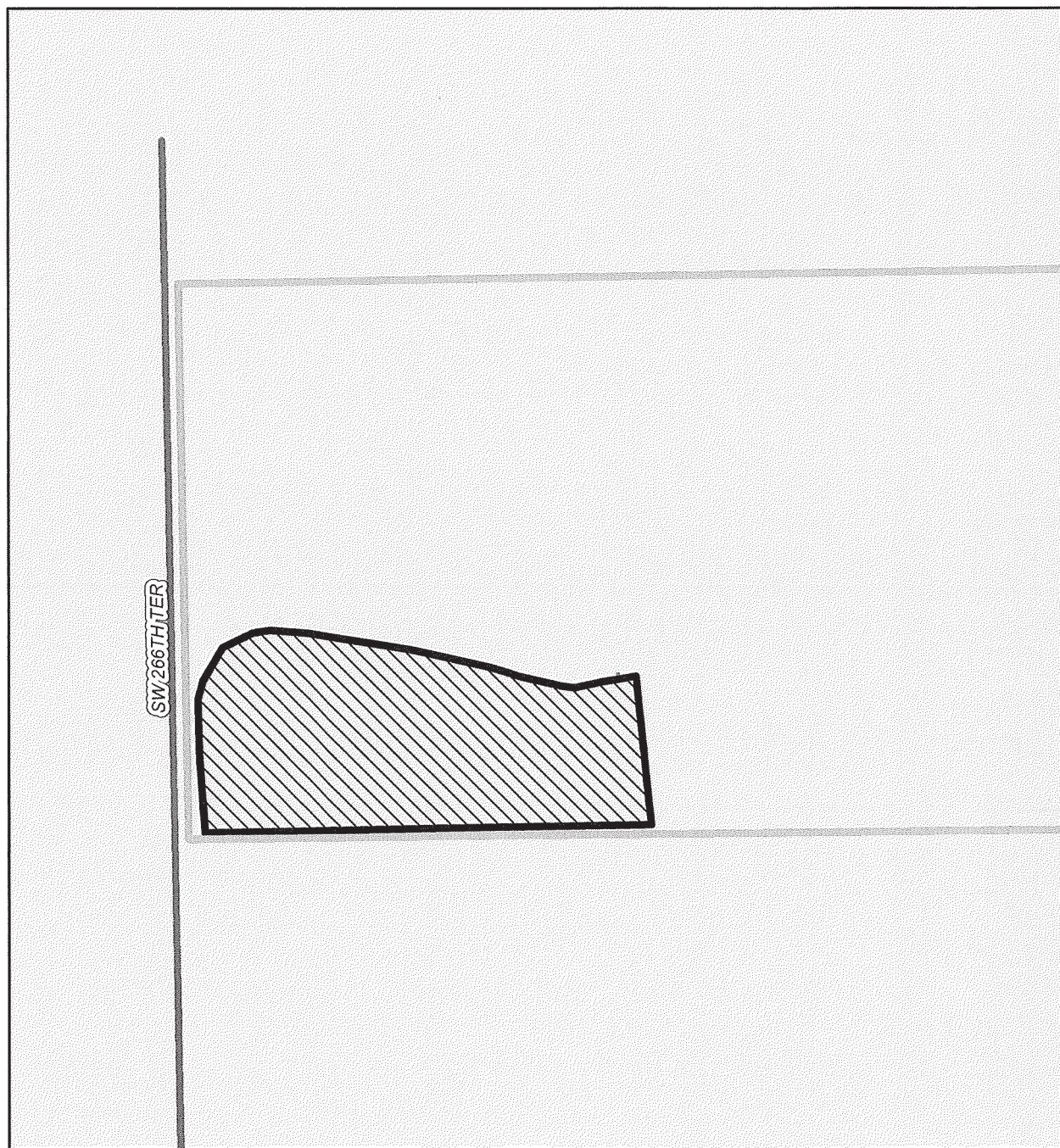
LEGAL DESCRIPTION

Folio Number: 30-6931-000-0540

Property Address: 16930 SW 266 TERRACE
HOMESTEAD, FLORIDA 33031

Legal description: THE EAST 192.5 FEET OF THE WEST 1155 FEET OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, LESS THE NORTH 750 FEET OF SECTION 31, TOWNSHIP 56 SOUTH, RANGE 39 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA, SUBJECT TO UTILITY EASEMENT OVER THE WEST 6 FEET, THE SOUTH 10 FEET AND EAST 6 FEET OF SAID PROPERTY

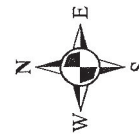
EXHIBIT B: EEL Boundary Pineiro Property
Folio#: 30-6931-000-0540



Legend

 Pineiros Property Boundary

 EEL Covenanted Area:
0.21 acres



SCALE: 1 inch = 56 feet

Exhibit C
Pine Rockland / Hardwood Hammock Management Plan
for Helens Pineiro and Michael Ferrer

Location: 16930 SW 266th Terrace, Homestead, FL 33031

Size: 2.62 acres total parcel
**0.21 acres of transitional pine rockland qualifies for
an Environmentally Endangered Lands (EEL) covenant.**

Folio #: 30-6931-000-0540

Forest Type: Transitional Pine Rockland

Location:

The site is located outside the urban development boundary (UDB).

Distance from nearest County-owned Natural Forest Community (NFC) site: approximately 852 feet southeast of Camp Owaissa Bauer Park (Folio #: 30-6930-000-0330).

Distance from nearest privately-owned Natural Forest Community (NFC): 0 feet (abutting property) west of 16910 SW 266th Terrace (Folio #: 30-6931-000-0550).

Distance from nearest EEL covenant site: 12 feet south (across the street) of 16901 SW 266th Terrace (Folio #: 30-6931-000-0460).

Property Information:

The entire property is approximately 2.62 acres and contains 0.21 acres that qualifies for an Environmentally Endangered Lands (EEL) covenant. The property is surrounded by residential properties to the north, east, and west. The residential parcel immediately east of the property contains Natural Forest Community (NFC). Both residential parcels north of the property have EEL covenants. To the south of the site is agricultural land. The subject property was designated as NFC in 1984 by the Miami-Dade County Board of County Commissioners (BCC), via Resolution No. R-1764-84 and may be found on Miami-Dade County Natural Forest Community Map 34, T56 R39 S31, parcel F. NFCs are protected and regulated via Section 24-49 of the Code of Miami-Dade County.

Pine rocklands were the dominant plant community in Miami-Dade County, occupying about 186,000 acres on the Miami Rockridge, a large limestone outcrop that extends south from the Miami River to the Everglades National Park. Because of its high elevation, the Miami Rockridge was the first area to be impacted by development. The clearing of large tracts for development have now reduced pine rocklands to about 20,000 acres, most of which are now protected inside the Everglades National Park. The pine

rockland community canopy is dominated almost exclusively by slash pines. Beneath this canopy lays a rich understory composed of grasses, sedges, palms, vines, and shrubs of temperate and tropical origin. The pine rockland community is South Florida's most floristically diverse plant community and includes several endemic species. A subclimactic community, pine rocklands have depended on fire to keep them from transitioning into hardwood hammocks. Fire exclusion has resulted in many formerly pine rockland properties to transition to hammock or become invaded by non-native invasive species causing a net loss of biodiversity and the extinction or near extinction of several plant species.

Present Condition:

The entrance into the property is located on the north side along SW 266th Terrace and consists of a U-shaped paved driveway with two symmetrical entrances from the road, curving in front of the house. The area that qualifies for the EEL covenant consists of a transitional pineland located northwest of the house, more specifically, between the western property line and the west edge of the driveway. The pine rockland in this area is in fair condition. The other areas north of the house (in the center and east of the driveway) consist of mowed lawn with primarily sabal palms (*Sabal palmetto*) and large live oaks (*Quercus virginiana*) scattered throughout the landscaped area. The areas south of the house are also mowed but have few tree resources.

The area that qualifies for the covenant presents in patches of habitat interrupted by areas of mowed land. Under the ground cover and loose limerock, exposed limestone substrate typical of a pine rockland habitat is visible. There are a few South Florida slash pines (*Pinus elliottii* var. *densa*) and appropriate pine rockland understory species present within the qualifying area, amongst other species indicative of a transition towards hardwood hammock habitat. The native herbaceous diversity, which in a natural pine rockland constitutes most of the overall floral diversity, is reduced by the canopy dominance of live oaks (*Quercus virginiana*) and the understory dominance of saw palmetto (*Serenoa repens*) and cabbage palm (*Sabal palmetto*). Due to the presence of emerging hardwoods and some invasive plants, there is not a suitable light gap to support native herbaceous plants. To maximize floral diversity within the property, the areas that still retain a substantial pine rockland character should be maintained in such a way that minimizes the dominance of canopy-heavy species through selective palm/hardwood thinning and regular removal of climbing vines.

A few exotic species were observed that should be removed and monitored to prevent their spread within the preservation area. These include but are not limited to: Gold Coast jasmine (*Jasminum dichotomum*), oysterplant (*Tradescantia spathacea*), Brazilian pepper (*Schinus terebinthifolius*), and Flamegold (*Koeleruteria elegans*). Mowing within the preservation area must cease, with the mowed areas monitored carefully afterward; these disturbed areas are more susceptible to invasive exotic growth as they begin to be populated by ruderal plant species. Due to the small size of the qualifying EEL area,

exotics and emerging hardwoods must be frequently removed and maintained to prevent further transition and degradation of the habitat.

Conclusion

Future management of this property will center on maintaining the low levels of exotics while selectively reducing the cover of native vines and hardwoods. Under natural conditions, fire would thin out and control hardwoods. In the absence of prescribed burns, which may be impractical or unattainable due to the property's size and location, the hand removal of hardwoods will be necessary to maximize the understory floral diversity.

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 for Pine Rockland:

1. Maintain open canopy to preserve herbaceous pine rockland plant species.
2. Plant South Florida slash pine tubelings or promote their natural regeneration to create a diversity of age classes.
3. Provide suitable habitat for native wildlife.
4. Eliminate invasive exotic species and selectively remove encroaching native hardwood trees throughout pineland. Selectively thin understory palms.

Management Goals for Pine Rockland:

1. Reduce native and exotic vine cover throughout the property and thin the understory to promote and preserve herbaceous pine rockland plant species.
2. Eradicate all invasive exotic plant species from the 0.21-acre area and prevent recolonization. Maintain exotic cover at 3% or less.
3. In areas where it is most feasible, maintain an open understory with a diverse mix of native pine rockland species.
4. Augment the native biodiversity of the preservation area via replanting of appropriate pine rockland species. All plantings shall receive prior approval from RER-TFRS.
5. RER-TFRS will periodically inspect property to ensure that management goals are achieved.

Management Techniques and Schedule for pine rockland:

No heavy machinery is allowed within the site. All work must be done by hand (i.e. chainsaw, hand tools. All maintenance work shall be conducted in accordance with the Exotic Removal permit TREE-2600492.

- Year 1:** Hand removal and herbicide treatments of all invasive and exotic species, to achieve a 3% or less overall exotic cover. Selectively thin recruiting hardwoods and understory palms in the areas possessing the greatest pine rockland character to increase the native herbaceous diversity. Maintain firebreaks. Cease mowing throughout the preservation area, monitor, and plant RER-TFRS approved native understory plants in open areas. Work must be performed every 3 months during year one and the property owner shall submit monitoring reports to RER-TFRS staff on April 1, July 1, October 1 and January 1.
- Year 2-10:** Continue maintaining the overall exotic cover below 3%. Hand pull reemerging hardwoods and replant with appropriate, RER-TFRS approved understory plants. The property shall submit monitoring reports to RER-TFRS annually.

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)
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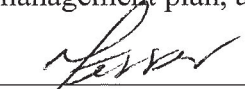
<u>Scientific Name</u>	<u>Common Name</u>	<u>Origin/Status</u>
<i>Bidens alba</i>	Spanish needle	N
<i>Bursera simaruba</i>	Gumbo limbo	N
<i>Chiococca alba</i>	Hammock snowberry	N
<i>Coccothrinax argentata</i>	Florida silver palm	N/FL Threatened
<i>Ficus aurea</i>	Strangler fig	N
<i>Galium bermudense</i>	Coastal bedstraw	N
<i>Jasminum dichotomum</i>	Gold Coast jasmine	E/EPPC I
<i>Koeleruteria elegans</i>	Flamegold	E/EPPC II
<i>Melothria pendula</i>	Creeping cucumber	N
<i>Nephrolepis biserrata</i>	Giant sword fern	N/FL Threatened
<i>Parthenocissus quinquefolia</i>	Virginia creeper	N
<i>Passiflora suberosa</i>	Corkystem passionflower	N
<i>Phlebodium aureum</i>	Golden polypody	N

<i>Pinus elliottii</i> var. <i>densa</i>	South Florida slash pine	N
<i>Quercus virginiana</i>	Virginia live oak	N
<i>Sabal palmetto</i>	Cabbage palm	N
<i>Schinus terebinthifolius</i>	Brazilian pepper	E/EPPC I
<i>Serenoa repens</i>	Saw palmetto	N/Commercially exploited
<i>Sideroxylon salicifolium</i>	Willow bustic	N
<i>Smilax</i> spp.	Greenbrier	N
<i>Tillandsia</i> spp.	Air plant	N
<i>Toxicodendron radicans</i>	Eastern poison ivy	N
<i>Tradescantia spathacea</i>	Oysterplant	E/EPPC I
<i>Zamia integrifolia</i>	Coontie	N/ 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.**

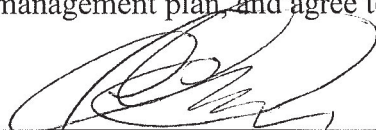
MANAGEMENT PLAN AGREEMENT (must be signed by all owners)

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


SIGNATURE

7/27/26
DATE

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


SIGNATURE

7/27/26
DATE

THIS INSTRUMENT PREPARED BY:

Yunior Nogueiras

Mailing address:

19777 SW 334 St.

Homestead, Florida 33034

COVENANT RUNNING WITH THE
LAND IN FAVOR OF MIAMI-DADE
COUNTY, FLORIDA, CONCERNING
ENVIRONMENTALLY ENDANGERED
LAND LOCATED AT 19777 SW 334 ST.,
MIAMI-DADE COUNTY, FLORIDA,
CURRENTLY FOLIO # 30-7823-003-0191.

WHEREAS, the undersigned Owner, Yunior Nogueiras, 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 Owners 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 Owners upon payment of the deferred tax liability pursuant to Section 25B-17(b) of the Code of Miami-Dade County.

7. **Enforcement.** The, then, owners 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 Owners 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 Owners 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 owners 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 Owners 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 27th day of July, 2026.

WITNESSES:

Sign: [Signature]

Print: Milagros Aguero

Address: 1221 SW 122 Ave

Miami FL 33184

Sign: [Signature]

Print: Juan C. Enriguez

Address: 20301 SW 318 ST

Homestead FL 33030

OWNER: Yunion Nogueiras

Sign: [Signature]

Print: Yunion Nogueiras

Title: owner

Address: 19277 SW 334 St

Homestead FL 33034

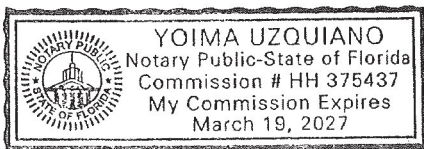
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

☒ physical presence ☐ online notarization this 27th day of July, 20 26.
(date) (month) (year)

by Yunion Nogueiras
(name(s) of individual swearing or affirming)

Individual identified by: ☐ personal knowledge ☒ satisfactory evidence driver's license N222598822000
(type)



(Affix Florida Notary Seal above)

[Signature]
(Signature of Notary Public)

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

EXHIBIT A

LEGAL DESCRIPTION

Folio Number: 30-7823-003-0191

Property Address: 19777 SW 334 ST.
HOMESTEAD, FLORIDA 33034

Legal description: THE WEST ONE-HALF OF LOT 9, J.L. WADDY
SUBDIVISION, OF THE SOUTH ONE-HALF OF THE
NORTHEAST ONE-QUARTER OF SECTION 22,
TOWNSHIP 57 SOUTH, RANGE 38 EAST,
ACCORDING TO THE PLAT THEREOF AS
RECORDED IN PLAT BOOK 3, PAGE 104, PUBLIC
RECORDS OF MIAMI-DADE COUNTY, FLORIDA

EXHIBIT B: EEL Boundary Nogueiras Property
Folio#: 30-7823-003-0191

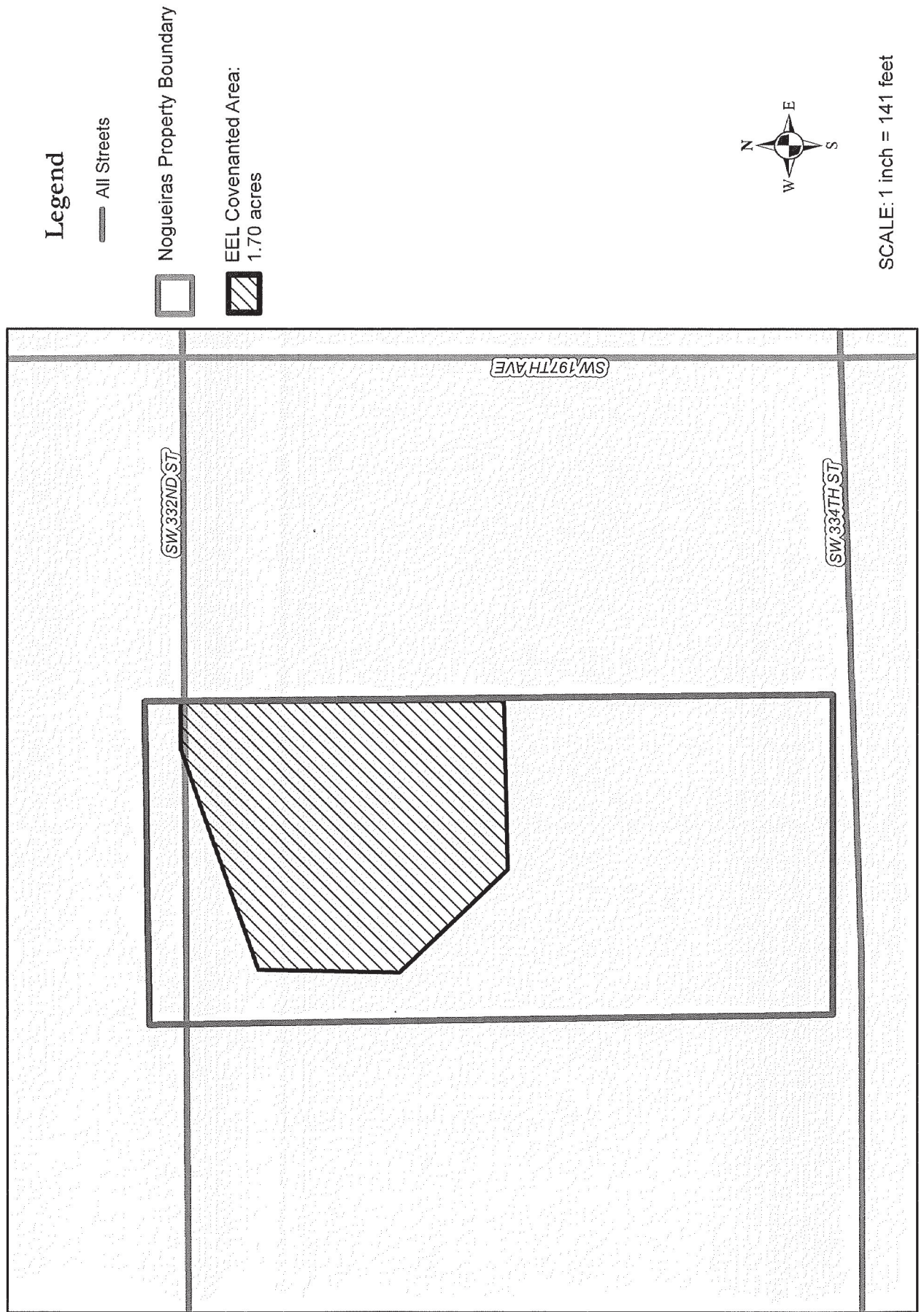


Exhibit C
Pine Rockland Management Plan
for Yunion Nogueiras

Location: 19777 SW 334 Street, Homestead, Florida 33034

Size: 4.81 acres total parcel
**1.70 acres of pine rockland qualifies for
an Environmentally Endangered Lands (EEL) covenant.**

Folio #: 30-7823-003-0191

Forest Type: Pine Rockland

Location:

The site is located outside of the urban development boundary (UDB) west of the intersection of SW 334 Street and 197 Avenue.

Distance from nearest County-owned Natural Forest Community (NFC) site: approximately 1,750 feet northwest of Rock Pit 39 Pineland Preserve (folio #: 30-7823-002-0010).

Distance from nearest privately-owned Natural Forest Community (NFC): approximately 575 feet northwest of 19666 SW 334 St (folio #: 30-7823-003-0163).

Distance from nearest Environmentally Endangered Lands (EEL) covenant site: approximately 2,380 feet west of Donald and Loida Knuth property (folio #: 30-7823-003-0145).

Property Information:

The entire property is approximately 4.81 acres in size and contains 1.70 acres that qualify for an Environmentally Endangered Lands covenant. The property is surrounded entirely by agricultural uses. It is situated just west of the J.L. Waddy complex of Natural Forest Communities (NFC), which includes the County-owned Rock Pit 39 preserve. The subject property itself, though possessing pine rockland habitat, does not possess an NFC designation.

Pine rocklands were the dominant plant community in Miami-Dade County, occupying about 186,000 acres on the Miami Rock Ridge, a large limestone outcrop that extends south from the Miami River to Everglades National Park. Because of its high elevation, the Miami Rockridge was the first area to be impacted by development. The clearing of large tracts for development have now reduced pine rocklands to about 20,000 acres, most of which are now protected inside the Everglades National Park. The pine rockland community canopy is dominated almost exclusively by slash pines. Beneath this canopy

lays a rich understory composed of grasses, sedges, palms, vines, and shrubs of temperate and tropical origin. The pine rockland community is South Florida's most floristically diverse plant community and includes several endemic species. A sub-climactic community, pine rocklands have depended on fire to keep them from transitioning into hardwood hammocks. Fire exclusion has resulted in many formerly pine rockland properties to transition to hammock or become invaded by non-native invasive species causing a net loss of biodiversity and the extinction or near extinction of several plant species.

Present Condition:

The entrance into the property is located on the south side along SW 334 Street. The southern half of the property consists of two paved driveways that converge into one driveway leading to the house. West of the house and driveway, there are seven (7) adult South Florida slash pines on the property, which will not be included in the EEL area. East of the house, there is a concrete foundation with a trailer on top. North of the house, there is a pool area currently under construction. Directly north of the pool, there is a fence separating the owner's backyard area from the northern half of the property, which mostly consists of pine rockland habitat. The owner has kept the area around the house mowed and intends to start an orchard outside of the proposed EEL area.

This pine rockland area is in fair condition; there is intact limestone substrate that seems to be undisturbed throughout the site, as well as two age classes of slash pines. However, there were indications of vegetation clearing around the pines in the past, which led to the current state of degraded understory (as an example, there are no saw palmettos in the understory). Only a few silver palms (*Coccothrinax argentata*), which are typical of the pine rockland community, are present. There are numerous ruderal plants overtaking the understory. Within the area, there are abandoned cages and fencing for chickens and goats, which will be removed according to the owner. Following the removal of these structures, the areas need to be monitored carefully as they may be especially susceptible to invasive exotic plants. Despite these conditions, several rare/threatened pineland plants are present, such as man-in-the-ground vine (*Ipomoea microdactyla*), pineland clustervine (*Jacquemontia curtisii*), and West Indian lilac (*Tetrazygia bicolor*). There is also appropriate canopy cover provided by the many mature slash pines (*Pinus elliottii* var. *densa*) growing within an even aged stand. The native character of the site is sufficient to support wildlife, such as a bald eagle that was observed during the site inspection.

A few invasive exotics were observed throughout the site, such as Burma reed (*Neyraudia reynaudiana*), shrubverbena (*Lantana strigocamara*), and Australian umbrella tree (*Schefflera actinophylla*). Although the present exotic coverage is relatively low, swift management will be needed to prevent them from overtaking the preservation area. Some hardwoods like myrsine (*Myrsine cubana*), strangler fig (*Ficus aurea*), and willow bustic (*Sideroxylon salicifolium*) are also starting to emerge, which need to be controlled to maintain the pine rockland free of heavy-canopy hardwood trees that could shade out understory plants. Vines are present on several pines but are relatively

controlled at this time; the owner reported that he removes many of the vines (such as poison ivy) that climb up the pines, which he should continue to do.

Conclusion

Overall, the pine rockland on this property is in fair condition. Future management of the pine rockland will center on maintaining the current low levels of exotics and native vines and reducing pioneering hardwoods while protecting and augmenting native pine rockland understory diversity. Under natural conditions, fire would act to thin out hardwoods. However, in the absence of fire, hand removal of hardwoods will be necessary to maintain the existing plant community. Prescribed burns may be achievable due to the presence of empty land around the forest that could effectively serve as firebreaks.

This property serves the important function of connecting the J.L. Waddy subdivision pine rockland complex with the NFC complex to the northwest that includes the Navy Wells 2 Pineland Preserve. The property's addition to the EEL Covenant program thus helps offset the effects of habitat fragmentation.

Ecological Goals for Pine Rockland:

1. Maintain open canopy to preserve and encourage the growth of herbaceous pine rockland plant species.
2. Promote the growth of uneven aged slash pine trees through the planting of pine tubelings or natural regeneration.
3. Provide suitable habitat for native wildlife.
4. Eliminate invasive exotic species and encroaching native hardwoods in pineland.

Management Goals for Pine Rockland:

1. Reduce native and exotic vine cover throughout the property and thin understory hardwoods to promote and preserve herbaceous pine rockland plant species.
2. Augment the native diversity of the site via replanting of appropriate pine rockland species. All plantings must receive prior approval from RER-TFRS.
3. Eradicate all invasive exotic plants from the 1.70-acre area and prevent recolonization. Maintain exotic cover at 3% or less.
4. Maintain an open understory with a diverse mix of native pine rockland species.
5. Conduct a prescribed burn if feasible.
6. RER-TFRS will periodically inspect property to ensure that management goals are achieved.

Management Techniques and Schedule for Pine Rockland:

No heavy machinery is allowed within the site. All work must be done by hand (i.e. chainsaw, hand tools. All maintenance work shall be conducted in accordance with the Exotic Removal permit TREE-2600592.

- Year 1:** Hand removal and herbicide treatments of all invasive plant species and exotic vines (see plant list below for reference) as recommended by RER-TFRS staff. Work must be performed every 3 months during year one and the property owner shall submit monitoring reports to RER-TFRS staff on April 1, July 1, October 1 and January 1.
Selective hand removal of hardwood trees. Maintain existing firebreaks outside of the 1.70-acre area. Perform a prescribed burn if possible.
- Years 2-10:** Continue the removal and control of invasive and exotic plants to maintain 3% or less exotic cover. Plant native pine rockland understory plants as needed to enhance biodiversity. The number and species of plants must be approved by RER-TFRS prior to planting. Perform a prescribed burn if possible. The property shall submit monitoring reports to RER-TFRS annually.

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>Ambrosia artemisiifolia</i>	Common ragweed	N
<i>Amaranthus spinosus</i>	Spiny amaranth	E
<i>Anemia adiantifolia</i>	Pine fern	N
<i>Bidens alba</i>	Spanish needle	N
<i>Callicarpa americana</i>	American beautyberry	N
<i>Chiococca alba</i>	Hammock snowberry	N
<i>Coccothrinax argentata</i>	Florida silver palm	N/FL Threatened
<i>Conoclinium coelestinum</i>	Mistflower	N
<i>Ficus aurea</i>	Strangler fig	N
<i>Ipomoea microdactyla</i>	Man-in-the-ground	N/FL Endangered
<i>Jacquemontia curtisii</i>	Pineland clustervine	N/FL Threatened
<i>Lantana strigocamara</i>	Shrubverbena	E/EPPC I
<i>Morinda royoc</i>	Mouse's pineapple	N
<i>Myrsine cubana</i>	Myrsine	N

<i>Neyraudia reynaudiana</i>	Burma reed	E/EPPC I
<i>Parthenium hysterophorus</i>	Santa Maria feverfew	E
<i>Passiflora suberosa</i>	Corkystem passionflower	N
<i>Pinus elliottii</i> var. <i>densa</i>	South Florida slash pine	N
<i>Pteridium caudatum</i>	Lacy bracken fern	N
<i>Pteris bahamensis</i>	Bahama ladder brake	N/FL Threatened
<i>Rhus copallinum</i>	Winged Sumac	N
<i>Rhynchosia reniformis</i>	Dollarleaf	N
<i>Schefflera actinophylla</i>	Australian umbrellatree	E/EPPC I
<i>Sideroxylon salicifolium</i>	Willow bustic	N
<i>Smilax bona-nox</i>	Saw greenbrier	N
<i>Stylosanthes hamata</i>	Cheesytoes	N
<i>Tetrazygia bicolor</i>	West Indian lilac	N/FL Threatened
<i>Thelypteris kunthii</i>	Southern shield fern	N
<i>Toxicodendron radicans</i>	Eastern Poison Ivy	N
<i>Trema floridanum</i>	Florida Nettle tree	N
<i>Vitis rotundifolia</i>	Muscadine grape	N
<i>Zamia integrifolia</i>	Coontie	N/ 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, Yumir Noguera hereby certify that I have read and understood this management plan, and agree to follow its management recommendations.

YB
SIGNATURE

07/27/20
DATE