

MEMORANDUM

Agenda Item No. 14(A)(6)

TO:	Honorable Acting Chairwoman Rebeca Sosa and Members, Board of County Commissioners	DATE:	December 15, 2020
FROM:	Geri Bonzon-Keenan Successor County Attorney	SUBJECT:	Resolution accepting nine environmentally endangered lands covenants in Miami-Dade County, Florida

Resolution No. R-1270-20

The accompanying resolution was prepared by the Regulatory and Economic Resources Department and placed on the agenda at the request of Prime Sponsor Infrastructure & Capital Improvements Committee.



Geri Bonzon-Keenan
Successor County Attorney

GBK/jp

Date: December 15, 2020

To: Honorable Acting Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

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

Recommendation

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

Scope

These covenants are for properties located in Commission Districts 2 and 8, which are represented by Commissioner Jean Monestime and Commissioner Daniella Levine Cava, respectively.

Fiscal Impact/Funding Source

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

Track Record / Monitor

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

Background

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

There are currently 88 properties with environmentally endangered lands covenants in Miami-Dade County, comprising a total of 411 acres. Many of the existing covenanted properties include pine rocklands that once covered 185,000 acres in Miami-Dade County but are now officially designated as globally imperiled habitat. Over 225 native plants live in pine rocklands with more than 20 percent of those species being endemic and 10 species being federally listed as threatened or endangered and at least two other species locally extinct.

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

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

New Covenants

- Attachment A: Lydia Borgatta (0.643 acres of tropical hardwood hammock/sinkhole lake feature)
Folio 30-2218-002-0320 at 410 NE 152 Street, Miami-Dade County
- Attachment B: Michael M. & Shirley A. Wood (0.13 acres of pine rockland)
Folio 30-6931-004-0350 at 17442 SW 266 Terrace, Miami-Dade County
- Attachment C: Thomas R. & Margaret Gerrish (0.273 acres of tropical hardwood hammock)
Folio 33-5023-002-0190 at 13900 Old Cutler Road, Miami-Dade County
- Attachment D: Iris McDonald (1.211 acres of pine rockland)
Folio 30-6931-000-0460 at 16091 SW 266 Terrace, Miami-Dade County

Renewal Covenants

- Attachment E: Thomas J. Blakley (3.07 acres of tropical hardwood hammock)
Folio 30-7906-000-0100 at 28590 SW 170 Avenue, Miami-Dade County
- Attachment F: James Michael Adams, James K. Adams TRS & James K. Adams REV TR (4.104 acres of pine rockland)
Folio 30-6928-000-0500 at 26363 SW 152 Avenue, Miami-Dade County
- Attachment G: Nesbitt Goulds, LLC (2.763 acres of tropical hardwood hammock)
Folio 30-6917-000-0031 at 22000 SW 157 Avenue, Miami-Dade County
- Attachment H: Roberto Moreno (4.333 acres of pine rockland)
Folio 30-6914-000-0300 at 22520 SW 134 Avenue, Miami-Dade County
- Attachment I: Roberta Lovett (3.824 acres of pine rockland)
Folio 30-6914-000-0287 at 22405 SW 137 Avenue, Miami-Dade County



MEMORANDUM

(Revised)

TO: Honorable Acting Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: December 15, 2020

FROM: 
Gen Bonzon-Keenan
Successor County Attorney

SUBJECT: Agenda Item No. 14(A)(6)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved *Daniella Levine Carr* Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(6)
12-15-20

RESOLUTION NO. R-1270-20

RESOLUTION ACCEPTING NINE ENVIRONMENTALLY
ENDANGERED LANDS COVENANTS IN MIAMI-DADE COUNTY,
FLORIDA

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

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

1. Folio: 30-2218-002-0320 at 410 NE 152 Street, 0.643 acres of tropical hardwood hammock & sinkhole lake (Attachment A);
2. Folio: 30-6931-004-0350 at 17442 SW 266 Terrace, 0.013 acres of pine rockland (Attachment B);
3. Folio: 33-5023-002-0190 at 13900 Old Cutler Road, 0.273 acres of tropical hardwood hammock (Attachment C);
4. Folio: 30-6931-000-0460 at 16091 SW 266 Terrace, 1.211 acres of pine rockland (Attachment D);
5. Folio: 30-7906-000-0100 at 28590 SW 170 Avenue, 3.07 acres of tropical hardwood hammock (Attachment E);
6. Folio: 30-6928-000-0500 at 26363 SW 152 Avenue, 4.104 acres of pine rockland (Attachment F);

7. Folio: 30-6917-000-0031 at 22000 SW 157 Avenue, 2.763 acres of tropical hardwood hammock (Attachment G);
8. Folio: 30-6914-000-0300 at 22520 SW 134 Avenue, 4.333 acres of pine rockland (Attachment H); and
9. Folio: 30-6914-000-0287 at 22405 SW 137 Avenue, 3.824 acres of pine rockland (Attachment I); and

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

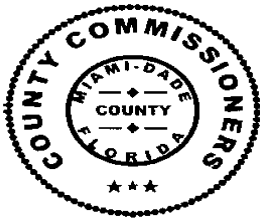
WHEREAS, this Board finds that the attached covenants meet the criteria for County acceptance as set forth in Chapter 25B of the Code of Miami-Dade County,

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

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

Rebeca Sosa, Acting Chairwoman		aye
Jose "Pepe" Diaz	aye	Sen. René García
Oliver G. Gilbert, III	aye	Keon Hardemon
Sally A. Heyman	aye	Danielle Cohen Higgins
Eileen Higgins	aye	Joe A. Martinez
Kionne L. McGhee	aye	Jean Monestime
Raquel A. Regalado	aye	Sen. Javier D. Souto
		aye

The Chairperson thereupon declared this resolution duly passed and adopted this 15th day of December, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

HARVEY RUVIN, CLERK

By: **Melissa Adames**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in dark ink, appearing to read "ASR", written over a horizontal line.

Abbie Schwaderer-Raurell

Attachment A

THIS INSTRUMENT PREPARED BY:

Lydia S. Borgatta

Mailing address:

410 NE 152 ST

Miami, Florida 33162

COVENANT RUNNING WITH THE
LAND IN FAVOR OF MIAMI-DADE
COUNTY, FLORIDA, CONCERNING
ENVIRONMENTALLY ENDANGERED
LAND LOCATED AT 410 NE 152 ST,
MIAMI-DADE COUNTY, FLORIDA,
CURRENTLY FOLIO # 30-2218-002-0320.

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this 29th day of July, 2020.

WITNESSES:

Sign: Elaine Pon

Print: Elaine Pon

Sign: (Signature)

Print: CARMEN GUTIERREZ

OWNER: Lydia S. Borgatta

Sign: Lydia S. Borgatta

Print: Lydia S. Borgatta

Title: Owner/resident

Address: 410 NE 152nd Street
Miami, FL 33162

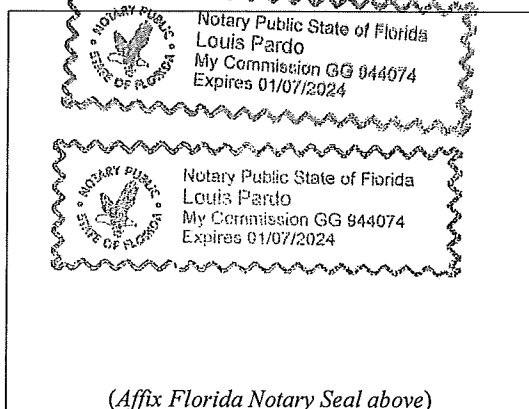
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

☒ physical presence ☐ online notarization this 29th day of July, 2020.
(date) (month) (year)

by Lydia S. Borgatta
(name of individual swearing or affirming)

Individual identified by: ☐ personal knowledge ☒ satisfactory evidence Driver's License
(type)



Louis Pardo
(Signature of Notary Public)

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

EXHIBIT A

LEGAL DESCRIPTION

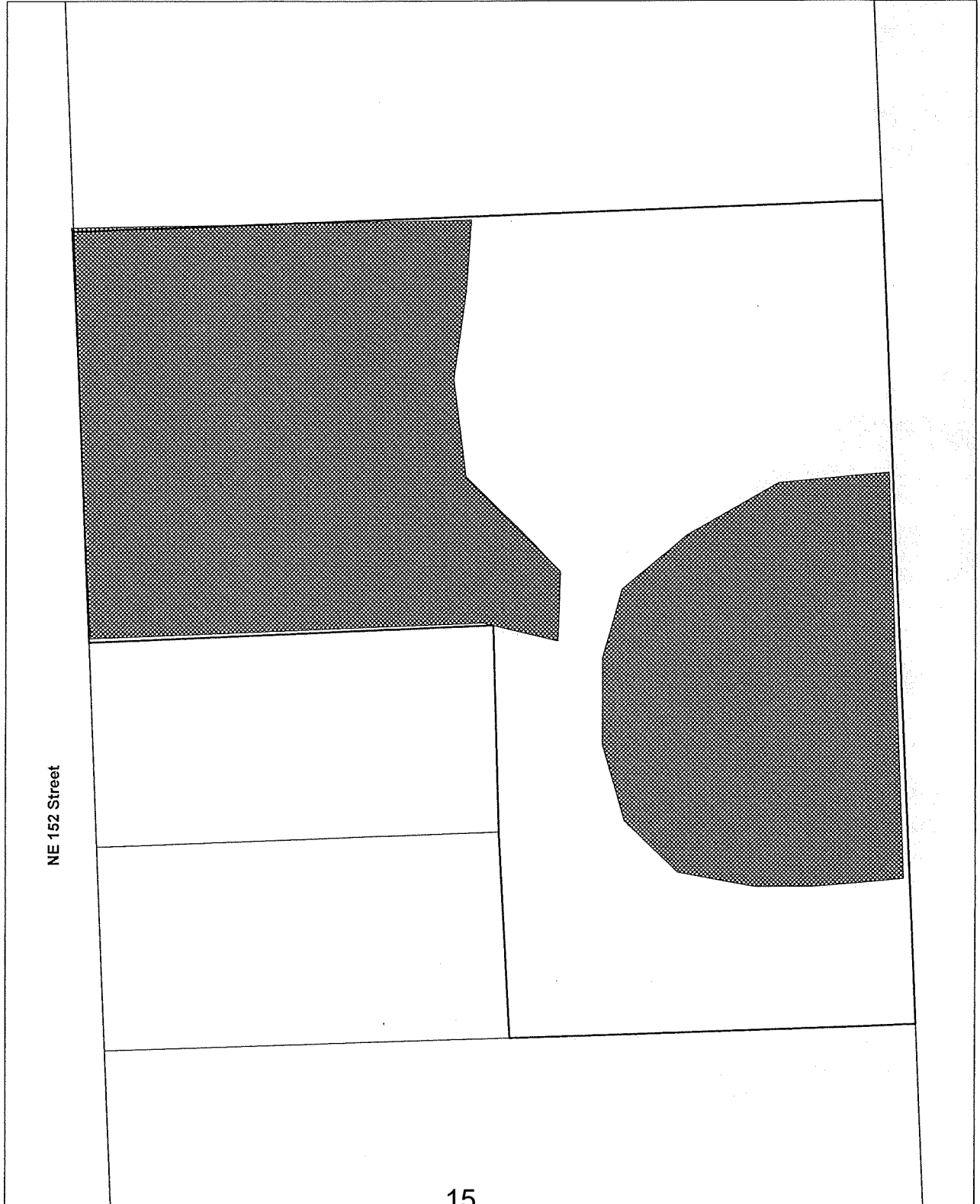
Folio Number: 30-2218-002-0320

Property Address: 410 NE 152ND ST, MIAMI, FLORIDA 33162

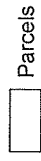
Legal description: TRACT 26 AND SOUTH ½ OF THE EAST ½ OF TRACT 25, OF BISCAYNE GARDENS, SECTION "A" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 40, PAGE 41, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

THE SOUTH ½ OF THE WEST ½ OF TRACT 25, OF BISCAYNE GARDENS SECTION "A", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 40, AT PAGE 41, OF THE PUBLIC RECORDS OF MIAMI-ADAE COUNTY, FLORIDA.

Exhibit B: EEL Boundary on the property of Lydia Borgatta
Folio #: 30-2218-002-0320



Legend



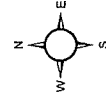
Parcels



Property Boundary



EEL Covenanted Area: 0.643 Acres



Map prepared by C. Stocking
on 07/14/2020

Exhibit C
Tropical Hardwood Hammock with Sinkhole Lake feature
Management Plan
for Lydia S. Borgatta

Location: 410 NE 152 ST, Miami, Florida 33162

Size: 1.29 acre parcel
0.643 acres qualify for an Environmentally Endangered Lands (EEL) covenant

Folio #: 30-2218-002-0320

Forest Type: Tropical Hardwood Hammock with a Sinkhole Lake feature.

Location

The property is located at 410 NE 152 ST, Miami, Florida. The site contains a single-family home. The property is inside of the urban development boundary (UDB).

Distance from nearest County-owned Natural Forest Community (NFC) site: ~4.3 miles from Greynolds Park

Distance from nearest privately-owned Natural Forest Community (NFC) site: none within a five mile radius

Distance from nearest EEL Covenanted site: none within a five mile radius

Property Information

The property consists of a 1.29 acre lot with a residential zoning and residential primary use. The 0.643 acre EEL Covenanted area has two parts. The first part is the hammock that has a mix of tropical hardwood hammock species and pineland species. The second part of the covenanted area contains a small sinkhole lake with wetland plant species. The property is not county designated Natural Forest Community (NFC).

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

Present Condition

The subject property is currently being use for residential purposes. It is surrounded on three sides (north, east and west sides) by residential properties. There is a single family home and circular driveway. The surrounding hammock is currently in good condition but is in need of active management. The hammock is mostly planted and contains a wide diversity of hardwood species, including Satinleaf (*Chrysopyllum oliviforme*), West indian cherry (*Prunus myrtifolia*) and Bahama wild coffee (*Psychotria ligustrifolia*). The small sinkhole lake is an unique feature of this hammock. It is fed by an unknown freshwater source and measures about 6,000 square feet in area. It houses small fish and other acquatic wildlife. It is surrounded by Pond cypress (*Taxodium ascendens*) and Paurotis palms (*Acoelorrhaphe wrightii*). See plant list for more details.

Conclusion

Overall, the covenanted area is in good condition and will continue to improve with future management efforts encouraged and supported by the EEL covenant. The property is an important connection to other natural areas in the vicinity and allows for an exchange of seeds and wildlife stop overs between these other areas. Future management of this property will center on eliminating the exotic & ornamental species and building the diversity of the hammock.

Ecological Goals:

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

Management Goals:

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

Management Techniques and Schedule:

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

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

Year 6-10: Continued the hand removal and herbicide treatment of all invasive exotic plant species. The exotic plant species coverage shall be maintenance at 3% or less. Continued monitoring for native plant species recruitment. Increase native plant diversity with planting native species. All plantings must be approved by DERM.

Property Owner: Lydia S. Borgatta
 Folio: 30-2218-002-0320
 Date: March 4, 2020
 DERM Staff: CS & MRod

PLANT SPECIES LIST*

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

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

<u>Scientific Name</u>	<u>Common Name</u>	<u>Origin/Status</u>
<i>Acalypha chamaedrifolia</i>	Bastard copperleaf	N
<i>Acoelorrhaphe wrightii</i>	Everglades palm	N/FL threatened
<i>Anemia adiantifolia</i>	Pineland fern	N
<i>Ardisia elliptica</i>	Shoe-button ardisia	E/EPPC I
<i>Bambusa spp.</i>	Bamboo	E
<i>Bidens alba var. radiata</i>	Spanish needles	N
<i>Callicarpa americana</i>	American beautyberry	N
<i>Caryota mitis</i>	Burmese fishtail palm	E
<i>Chamaecrista deeringiana</i>	Deering partridge pea	N
<i>Chromolaena odorata</i>	Jack-in-the-bush	N
<i>Cirsium nuttallii</i>	Nuttall's thistle	N
<i>Chrysophyllum oliviforme</i>	Satinleaf	N/FL threatened
<i>Coccoloba diversifolia</i>	Pigeonplum	N
<i>Codiaeum variegatum</i>	Garden-croton	E
<i>Crossopetalumilicifolium</i>	Quailberry	N/FL threatened
<i>Cyperus involucratus</i>	Umbrella plant	E/EPPC II
<i>Dichondra carolinensis</i>	Pony-foot	N
<i>Emilia fosbergii</i>	Florida tasselflower	E
<i>Erythrina herbacea</i>	Coralbean	N
<i>Ficus aurea</i>	Strangler fig	N
<i>Galactia floridana</i>	Hairy milkpea	N
<i>Hamelia patens</i>	Firebush	N
<i>Heliotropium angiospermum</i>	Scorpiontail	N
<i>Hura creptians</i>	Sandbox tree	E
<i>Hydrocotyle umbellata</i>	Manyflower marshpennywort	N
<i>Ilex cassine</i>	Dahoon holly	N
<i>Magnolia grandiflora</i>	Southern magnolia	E

<i>Nephrolepis biserrata</i>	Giant sword fern	N
<i>Nephrolepis cordifolia</i>	Tuberous sword	E/EPPC I
<i>Nephrolepis exaltata</i>	Wild boston	N
<i>Pachystachys lutea</i>	Shrimp plant	E
<i>Parthenocissus quinquefolia</i>	Virginia creeper	N
<i>Pectis x floridana</i>	Florida cinchweed	N
<i>Peperomia obtusifolia</i>	Florida peperomia	N
<i>Prunus myrtifolia</i>	West Indian cherry	N
<i>Psychotria nervosa</i>	Wild coffee	N
<i>Roystonea regia</i>	Royal palm	N/FL endangered
<i>Sambucus nigra</i> subsp. <i>candadensis</i>	Elderberry	N
<i>Sida acuta</i>	Common wireweed	N
<i>Schinus terebinthifolius</i>	Brazilian pepper	E/EPPC I
<i>Sophora tomentosa</i>	Yellow necklacepod	N
<i>Spermacoce remota</i>	Woodland false buttonweed	N
<i>Spermacoce verticillate</i>	Shrubby false buttonweed	E/EPPC II
<i>Swietenia mahagoni</i>	West Indian mahogany	N
<i>Taxodium ascendens</i>	Pond cypress	N
<i>Tetrazygia bicolor</i>	West Indian-lilac	N/FL threatened
<i>Thelypteris kunthii</i>	Southern shield fern	N
<i>Zamia furfuracea</i>	Cardboard-palm	E
<i>Zamia intergrifolia</i>	Coontie	N

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

MANAGEMENT PLAN AGREEMENT (must be signed by all owners)

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

Lydia S. Borgatta
SIGNATURE

7/29/2020
DATE

Attachment B

THIS INSTRUMENT PREPARED BY:

Michael M. & Shirley A. Wood

Mailing address:

17442 SW 266 TER

Miami, Florida 33031

COVENANT RUNNING WITH THE
LAND IN FAVOR OF MIAMI-DADE
COUNTY, FLORIDA, CONCERNING
ENVIRONMENTALLY ENDANGERED
LAND LOCATED AT 17442 SW 266 TER,
MIAMI-DADE COUNTY, FLORIDA,
CURRENTLY FOLIO # 30-6931-004-0350.

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this
4 day of AUGUST, 2020.

WITNESSES:

Sign: Michael Mansfield

Print: MICHAEL MANSFIELD

Sign: Catherine Mansfield

Print: Catherine Mansfield

OWNER: Shirley A. Wood

Sign: Shirley A Wood

Print: Shirley A Wood

Title: owner

Address: 17442 SW 266 Terr.
Hmstr, Fl. 33031

WITNESSES:

Sign: Michael Mansfield

Print: MICHAEL MANSFIELD

Sign: Catherine Mansfield

Print: Catherine Mansfield

OWNER: Michael M. Wood

Sign: Michael M Wood

Print: MICHAEL M. WOOD

Title: Owner

Address: 17442 SW 266 Terr
Homestead, FL 33031

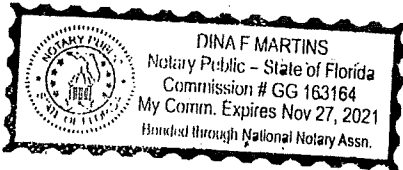
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

☒ physical presence ☐ online notarization this 4 day of August, 2020.
(date) (month) (year)

by Dina F Martins
(name(s) of individual swearing or affirming)

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



(Affix Florida Notary Seal above)

Dina F Martins
(Signature of Notary Public)

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

EXHIBIT A

LEGAL DESCRIPTION

Folio Number: 30-6931-004-0350

Property Address: 17442 SW 266 TER, MIAMI, FLORIDA 33031

Legal description: LOT 1, IN BLOCK 2, OF COUNTRY RIDGE ESTATES,
ACCORDING TO THE PLAT THEREOF, AS
RECORDED IN PLAT BOOK 131, PAGE 94, OF THE
PUBLIC RECORDS OF DADE COUNTY, FLORIDA

Exhibit B: EEL Boundary on the property of Michael M. & Shirley A. Wood
Folio #: 30-6931-004-0350



Legend

Parcels

Property Boundary

EEL Covenanted Area: 0.13 Acres



Map prepared by C. Stocking
on 07/14/2020

Exhibit C

Pine Rockland Management Plan for Michael M. & Shirley A. Wood

Location: 17442 SW 266 TERR, Miami-Dade County, Florida.

Size: 0.50 acres
0.13 acres of Pine rockland qualify for an Environmentally Endangered
Lands (EEL) covenant.

Folio #: 30-6931-004-0350

Forest Type: Pine rockland

Location:

The property is located at 17442 SW 266 TERR, Miami, Florida. The site contains a single-family home and a pool. The parcel is located outside the urban development boundary (UDB) and is bordered by the developed residential properties on the north, south, east, and west.

Distance from nearest County-owned Natural Forest Community (NFC) site: ~500 feet from Owaissa Bauer Addition

Distance from nearest privately-owned Natural Forest Community (NFC) site: <500 feet from The Harrah-Lee Residence (30-6931-004-0250)

Distance from nearest EEL Covenanted site: ~1,500 feet from The Erdozain Residences (30-6931-000-0560)

Property Information:

This property consists of a 0.50-acre parcel that contains 0.13 acres of pine rockland which qualify for an EEL covenant. The 0.13 acre qualifying area is a remnant of the pine rockland that existed in the area prior to development. While the property was not designated as a natural forest community by the Board of County Commissioners in 1984, it is located on the Atlantic Coast Ridge where pine rocklands and tropical hardwood hammocks were historically located.

Pine rocklands were once South Florida's dominant plant community, occupying about 186,000 acres in the Miami rock ridge, which is a large limestone outcropping that extends south from the Miami River to Everglades National Park. Because of its high elevation, the Miami rock ridge was the first area to be impacted by development. The

clearing of large tracts for development has now reduced pine rocklands to about 20,000 acres, most of which are now protected inside Everglades National Park. The pine rockland's 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 classified as Globally Imperiled by the Florida Natural Areas Inventory (FNAI) and it is South Florida's most floristically diverse plant community including several endemic species found only in this community. A sub-climatic community, pine rocklands have depended on fire to keep them from transitioning into hardwood hammocks. Fire exclusion has caused many properties that were formerly pine rockland to either transition into hammock or become invaded by non-native invasive species. This has caused a net loss of biodiversity and the extinction or near extinction of several plant species.

Present Condition:

The subject property is currently being use for residential purposes. It is surrounded on three sides (north, east, and west sides) by residential properties. The area that qualifies for an EEL Covenant is in very good condition. Mr. and Mrs. Wood have undertaken the enormous effort of maintaining the area with less than 3% exotic coverage. Observed threatened pine rockland species such as Havana greenbriar (*Simlax havanenses*) which is not commonly found in these areas. See plant list for additional plant species observed on site.

Conclusion

Overall, the covenanted area is in very good condition and will continue to improve with future management efforts encouraged and supported by the EEL covenant. The property is an important connection to other natural areas in the vicinity and allows for an exchange of seeds and wildlife stop overs between these other areas. Future management of this property will center on eliminating the exotic ornamental species and building the diversity of the hammock.

Ecological Goals:

1. Maintain open canopy to preserve herbaceous pine rockland species.
2. Promote regeneration and growth of native herbaceous plants to maintain the site's biodiversity.
3. Promote and regenerate growth of uneven ages slash pines trees.
4. Provide suitable habitat for native wildlife.
5. Eliminate invasive exotic species and encroaching native hardwoods throughout pineland.

Management Goals:

1. Maintain invasive exotic plants to 3% or less within the EEL covenanted area.
2. To eradicate all invasive exotic plant species and prevent recolonization.
3. Maintain biodiversity of appropriate native plant species, focusing on rare and listed species.
4. Perform prescribed burns 3 to 5 years, if feasible.
5. Control hardwoods.
6. Enhance the pine rockland by planting more pines and appropriate native pine rockland understory plants if necessary. All plantings must be approved by the Tree and Forest Resources Section.
7. The property owner shall submit an annual report listing all the management practices and treatments that were conducted within the covenanted area.

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)

Year 1-10: Hand removal and herbicide treatment of all invasive exotic plant species. The exotic plant species coverage shall be maintenance at 3% or less. Continued monitoring for native plant species recruitment. Increase native plant diversity with planting native species. All plantings must be approved by DERM.

Property Owner: Michael & Shirley Wood
 Folio: 30-6931-004-0350
 Date: May 21, 2020
 DERM Staff: CS & MRod

PLANT SPECIES LIST*

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

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

Scientific NameCommon NameOrigin/Status

<i>Alvaradoa amorphoides</i>	Mexican alvaradoa	N/FL endangered
<i>Anemia adiantifolia</i>	Pineland anemia	N
<i>Ardisia escallonioides</i>	Marlberry	N
<i>Asclepias curassavica</i>	Milkweed	E
<i>Bidens alba</i> var. <i>radiata</i>	Spanish needles	N
<i>Busera simaruba</i>	Gumbo limbo	N
<i>Callicarpa americana</i>	Beauty berry	N
? <i>Chromolaena odorata</i>	Jack-in-the-bush	N
<i>Chrysophyllum oliviforme</i>	Satinleaf	N/FL threatened
<i>Euphorbia heterophylla</i>	Paintleaf	N
<i>Ficus aurea</i>	Strangler fig	N
<i>Forestiera segregata</i>	Florida privet	N
<i>Guettarda scabra</i>	Rough velvet seed	N
<i>Hamelia patens</i>	Firebush	N
<i>Jasminum fluminense</i>	Brazilian jasmine	E/EPPC I
<i>Lantana involucrata</i>	Wild-sage	N
<i>Momordica charantia</i>	Balsampear	E/EPPC II
<i>Parthenocissus quinquefolia</i>	Virginia creeper	N
<i>Passiflora suberosa</i>	Corksystem passionflower	N
<i>Pinus elliottii</i> var. <i>densa</i>	Slash pine	N/FL endemic
<i>Pteridium caudatum</i> var. <i>caudatum</i>	Bracken fern	N
<i>Psychotria nervosa</i>	Wild coffee	N
<i>Quercus virginiana</i>	Live oak	N
<i>Serenoa repens</i>	Saw palmetto	N
<i>Smilax auriculata</i>	Greenbriar	N

<i>Smilax bona-nox</i>	Saw greenbriar	N
<i>Smilax havanenses</i>	Havana greenbriar	N/FL threatened
<i>Stachytarpheta jamaicensis</i>	Blue porterweed	N
<i>Tetrazygia bicolor</i>	West Indian lilac	N/FL threatened
<i>Thrinax radiata</i>	Thatch palm	N/FL endangered
<i>Tillandsia recurvata</i>	Ball moss	N
<i>Zamia integrifolia</i>	Coontie	N
<i>Zanthoxylum fagara</i>	Wild lime	N

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

MANAGEMENT PLAN AGREEMENT (must be signed by all owners)

I, Shirley A. Wood and Michael M. Wood hereby
certify that I have read and understood this management plan, and agree to follow its
management recommendations.

Shirley A. Wood
SIGNATURE

8-4-2020
DATE

Michael M. Wood
SIGNATURE

8-4-2020
DATE

Attachment C

THIS INSTRUMENT PREPARED BY:

Thomas R. & Margaret Gerrish

Mailing address:

13900 Old Cutler Rd

Miami, Florida 33158

COVENANT RUNNING WITH THE
LAND IN FAVOR OF MIAMI-DADE
COUNTY, FLORIDA, CONCERNING
ENVIRONMENTALLY ENDANGERED
LAND LOCATED AT 13900 OLD
CUTLER RD, MIAMI-DADE COUNTY,
FLORIDA, CURRENTLY FOLIO # 33-
5023-002-0190.

WHEREAS, the undersigned Owner, Thomas R. and Margaret Gerrish, 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
26 day of August, 2020.

WITNESSES:

Sign: Abigail Faller

Print: Abigail Faller

Sign: Donnaleen Vanorse Dinapoli

Print: Donnaleen Vanorse Dinapoli

OWNER: Thomas R. Gerrish

Sign: [Signature]

Print: THOMAS R GERRISH

Title: OWNER

Address: 13900 OLD CUTLER RD

PALMETTO BAY, FL 33158

WITNESSES:

Sign: Abigail Faller

Print: Abigail Faller

Sign: Donnaleen Vanorse Dinapoli

Print: Donnaleen Vanorse Dinapoli

OWNER: Margaret Gerrish

Sign: [Signature]

Print: MARGARET GERRISH

Title: OWNER

Address: 13900 OLD CUTLER RD

PALMETTO BAY, FL 33158

Donnaleen Vanorse Dinapoli

DONNALEEN VANORSE-DINAPOLI
Notary Public, Maine
My Commission Expires May 1, 2022

EXHIBIT A

LEGAL DESCRIPTION

Folio Number: 33-5023-002-0190

Property Address: 13900 OLD CUTLER RD, MIAMI, FL 33158

Legal description: LOT 1, BLOCK 3, OF FARMERS ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 50, PAGE 65, OF THE PUBLIC OF DADE COUNTY, FLORIDA.

SUBJECT TO RESTRICTIONS, RESERVATIONS AND EASEMENTS OF RECORD, IF ANY, WHICH ARE NOT REIMPOSED HEREBY, AND TAXES SUBSEQUENT TO DECEMBER 31ST, 1995.

Exhibit B: EEL Boundary on the property of Thomas R. & Margaret Gerrish
Folio #: 33-5023-002-0190

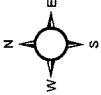


Legend

Parcels

Property Boundary

EEL Covenanted Area: 0.273 Acres



Map prepared by C. Stocking
on 07/23/2020

Exhibit C
Tropical Hardwood Hammock Management Plan
for Thomas R. & Margaret Gerrish

Location: 13900 Old Cutler RD, Miami-Dade County, Florida.

Size: 0.889 acre parcel
0.273 acres qualify for an Environmentally Endangered Lands (EEL) covenant

Folio #: 33-5023-002-0190

Forest Type: Tropical Hardwood Hammock

Location

The property is located at 13900 Old Cutler RD, Miami, Florida. The site contains a single-family home, a pool, and a garage. The property is inside of the urban development boundary (UDB).

Distance from nearest County-owned NFC site: 2.0 miles from The Deering Estate (folio #: 33-5026-000-0230)

Distance from nearest privately-owned NFC site: ~3,000 feet from FPL Ludlam (folio #: 33-5023-000-0580)

Distance from the nearest EEL Covenanted site: 2.0 miles from The Deering Estate Foundation, Inc. (folio #: 33-5034-000-0173)

Property Information

The property consists of a 0.889 acre lot with a residential zoning and residential primary use. The 0.273 acre EEL Covenant qualifying area is a managed tropical hardwood hammock that is a remnant of the hammock that existed in the area prior to development. While the property was not designated as a natural forest community by the Board of County Commissioners in 1984, it is located on the Atlantic Coast Ridge where pine rocklands and tropical hardwood hammocks were historically located.

Tropical hardwood hammocks contain primarily broadleaf and mostly hardwood evergreen trees growing on outcrops of limestone. The closed canopy conditions typically found in hammocks creates a humid forest interior with low light levels. Under natural conditions this community is rarely subject to fire and forms dense forests in relatively small areas. Hammocks are floristically rich and harbor some of Florida's rarest plants

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

Present Condition

The subject property is currently being use for residential purposes. It is surrounded on three sides (north, south, and west sides) by residential properties. There is a single-family home, pool, driveway, and garage located towards the center of the site. The surrounding habitat is currently in good condition due to the active management by the current property owner. The hammock consists of a few large oak (*Quercus virginiana*) tree: remnants from the original hammock in the area. Several other species were observed on site consist with natural areas such has Deer Estate such as Royal palm (*Roystonea regia*), Wild coffee (*Pyschotria nervosa*), and Corkystem passionflower (*Passiflora suberosa*). The hammock also includes a large pine (*Pinus elliottii* var. *densa*) as well as a few pine seedlings. Property is surrounded by manicured urban landscaping; however, the property owner is able to maintain the property in a mostly natural state with minimal exotic coverage.

Conclusion

Overall, the covenanted area is in good condition and will continue to improve with future management efforts encouraged and supported by the EEL covenant. The property is an important connection to other natural areas in the vicinity and allows for an exchange of seeds and wildlife stop overs between these other areas. Future management of this property will center on adding more hardwood hammock species to increase the diversity of the hammock and maintaining low exotic coverage.

Ecological Goals:

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

Management Goals:

1. Eliminate invasive exotic plants to achieve 3% or less exotic cover. Control ornamentals and exotics from spreading into the hammock area.
2. Increase biodiversity with appropriate native plant species.

3. Allow natural regeneration of native plants.
4. The property owner shall submit an annual report listing all management practices and treatments that were conducted within the covenanted area.

Management Techniques and Schedule:

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

Year 1-10: Hand removal and herbicide treatment of all invasive exotic plant species, and including ornamental species is required by DERM. All exotics should be hand pulled if possible. Follow up herbicide treatments may be needed. The covenanted area shall be maintained with 3% or less exotic plant coverage. Increase plant species diversity by planting more within the covenanted area. All plantings shall be approved by DERM.

Property Owner: Thomas & Margaret Gerrish
 Folio: 33-5023-002-0190
 Date: January 8, 2020
 DERM Staff: CS & MRod

PLANT SPECIES LIST*

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

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

Scientific Name Common Name Origin/Status

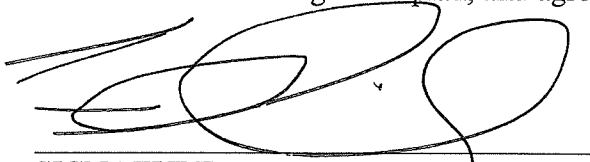
<i>Bidens alba</i> var. <i>radiata</i>	Spanish needles	N
<i>Bursera simaruba</i>	Gumbo limbo	N
<i>Carica papaya</i>	Papaya	N
<i>Chrysophyllum oliviforme</i>	Satinleaf	N/FL threatened
<i>Crotalaria pumila</i>	Low rattlebox	N
<i>Eugenia axillaris</i>	White stopper	N
<i>Ficus aurea</i>	Strangler fig	N
<i>Hamelia patens</i>	Firebush	N
<i>Mangifera indica</i>	Mango	E
<i>Metopium toxiferum</i>	Poisonwood	N
<i>Morinda roycc</i>	Mouse's pineapple	N
<i>Parthenocissus quinquefolia</i>	Virginia creeper	N
<i>Passiflora suberosa</i>	Corkstem passionflower	N
<i>Pinus elliotti</i> var. <i>densa</i>	Slash pine	N/FL endemic
<i>Pleopeltis polypodioides</i> var. <i>michauxiana</i>	Resurrection fern	N
<i>Psychotria nervosa</i>	Wild coffee	N
<i>Psychotria tenuifolia</i>	Dullleaf Wild coffee	N
<i>Quercus virginiana</i>	Live oak	N
<i>Roystonea regia</i>	Royal palm	N/FL endangered
<i>Sabal palmetto</i>	Sabal palm	N
<i>Serenoa repens</i>	Saw palmetto	N
<i>Simarouba glauca</i>	Paradise tree	N
<i>Smilax auriculata</i>	Greenbriar	N
<i>Stachytarpheta jamaicensis</i>	Blue porterweed	N
<i>Thrinax radiata</i>	Thatch palm	N/FL endangered

<i>Vitis rotundifolia</i>	Muscadine grape	N
<i>Zamia integrifolia</i>	Coontie	N

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

MANAGEMENT PLAN AGREEMENT (must be signed by all owners)

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


SIGNATURE

08.26.2020
DATE


SIGNATURE

08.26.2020
DATE

Attachment D

THIS INSTRUMENT PREPARED BY:

Iris McDonald

Mailing address:

16901 SW 266 Terrace

Miami, Florida 33031

COVENANT RUNNING WITH THE
LAND IN FAVOR OF MIAMI-DADE
COUNTY, FLORIDA, CONCERNING
ENVIRONMENTALLY ENDANGERED
LAND LOCATED AT 16091 SW 266
TERRACE, MIAMI-DADE COUNTY,
FLORIDA, CURRENTLY FOLIO # 30-
6931-000-0460.

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this 18th day of August, 2020.

WITNESSES:

Sign: [Signature]

Print: Carie J. Calderon

Sign: [Signature]

Print: Sista Rolo

OWNER: Iris McDonald

Sign: [Signature]

Print: IRIS MARIE McDONALD

Title: OWNER

Address: 16901 SW 266th Ter.
Homestead FL 33031

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

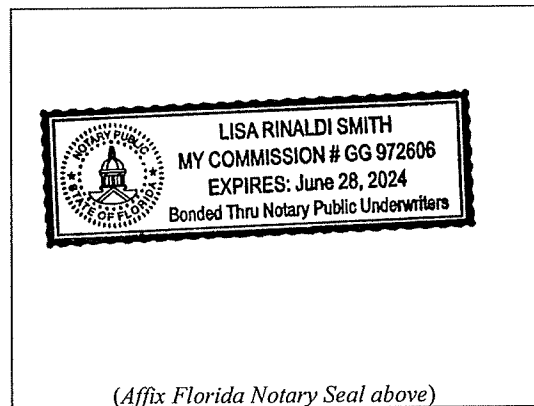
Sworn to (or affirmed) and subscribed before me by means of (how the individual appeared check one):

☒ physical presence ☐ online notarization this 18th day of August, 20 20.
(date) (month) (year)

by Iris McDonald

(name of individual swearing or affirming)

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



[Signature]
(Signature of Notary Public)

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

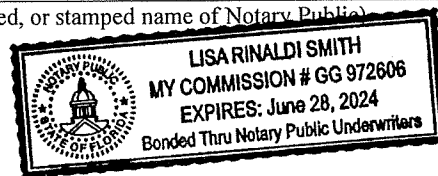


EXHIBIT A

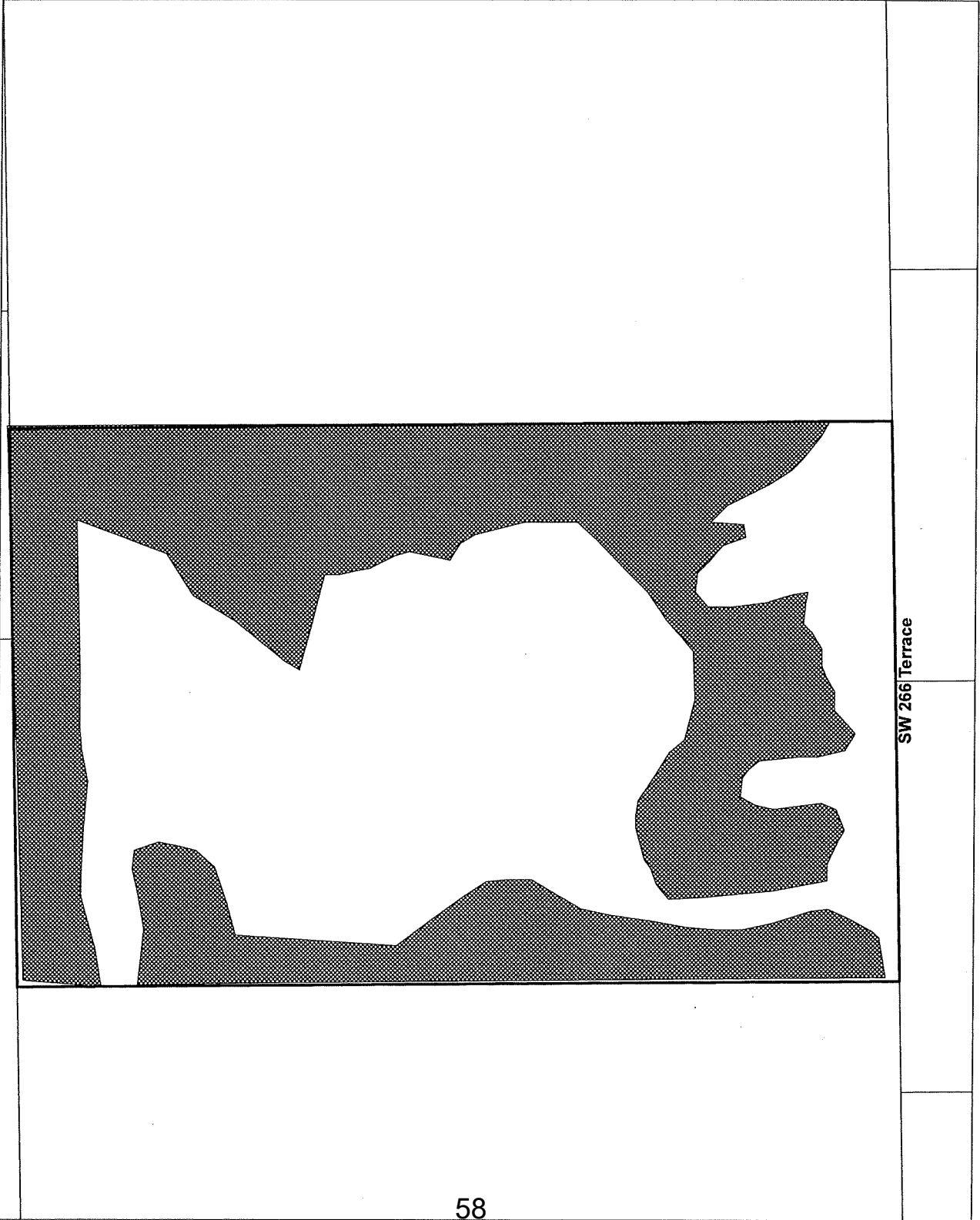
LEGAL DESCRIPTION

Folio Number: 30-6931-000-0460

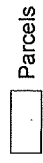
Property Address: 16901 SW 266 TERRACE, MIAMI, FLORIDA 33031

Legal description: THE SOUTH 415 FEET OF THE NORTH 750 FEET OF
THE EAST 262 FEET OF THE WEST 1084 FEET OF
THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF
SECTION 31, TOWNSHIP 56 SOUTH, RANGE 39
EAST, LYING AND BEING IN MIAMI-DADE
COUNTY, FLORIDA.

Exhibit B: EEL Boundary on the property of Iris McDonald
 Folio #: 30-6931-000-0460



Legend



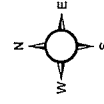
Parcels



Property Boundary



EEL Covenanted Area: 1,211 Acres



Map prepared by C. Stocking
 on 08/13/2020

Exhibit C
Pine Rockland Management Plan
for Iris McDonald

Location: 16901 SW 266th Terrace, Miami, Florida 33031

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

Folio #: 30-6931-000-0460

Forest Type: Pine Rockland (Currently containing 1.823 acres of county designated Natural Forest Community (NFC).)

Location

The site is located outside of the urban development boundary (UDB) on SW 266th Terrace just west of SW 169th Avenue. There are several significant Natural Forest Communities in the vicinity of the site including county-owned Camp Owaissa Bauer, which totals over 61 acres of NFC. The parcels immediately east and west of the property also contain NFC.

Distance from nearest County-owned Natural Forest Community: ~500 feet from Camp Owaissa Bauer (30-6933-000-0330).

Distance from nearest privately-owned Natural Forest Community: ~0 feet, Frank & Gladys Gibney (30-6931-000-0074).

Distance from nearest EEL covenant site: ~0 feet, Frank & Gladys Gibney (30-6931-000-0074).

Property Information

The property consists of a 1.211 acres of pine rockland which qualify for an EEL covenant. The property is located on the Miami Rock Ridge. The property was designated as a Natural Forest Community (NFC) in 1984 by the Miami-Dade County Board of County Commissioners via Resolution No. R-1764-84 and may be found on Miami-Dade County Natural Forest Community Map 34, T56 R39E, S31, parcel F.

Pine rocklands were once South Florida's dominant plant community, occupying about 186,000 acres in the Miami rock ridge, which is a large limestone outcropping that extends south from the Miami River to Everglades National Park. Because of its high elevation, the Miami rock ridge was the first area to be impacted by development. The clearing of large tracts from development has now reduced pine rocklands to less than

20,000 acres, most of which are now protected inside Everglades National Park. The pine rockland canopy is dominated almost exclusively by slash pines. Beneath this canopy lays a rich understory composed of grasses, sedges, palms, vines, and shrubs of temperate and tropical origin. A sub-climatic community, pine rocklands have depended on fire to keep them from transitioning into hardwood hammocks. Fire exclusion has caused many properties that were formerly pine rockland to either transition into hammock or become invaded by non-native invasive species. This has caused a net loss of biodiversity and the extinction or near extinction of several plant species. Pine rocklands are South Florida's most floristically diverse plant community, including several endemic species found only in this habitat.

Present Condition

The subject property is currently being use for residential purposes. It is surrounded on three sides (north, east, and west sides) by residential properties. There is a single-family home, pool, driveway, and garage located towards the center of the site. The surrounding pine rockland habitat is currently in good condition with an exotic coverage of about 10%. The pine rockland is currently within the lower range of medium of diversity. During the initial inspection, butterfly activity and active native tree snails were observed. There were at least 2 age classes of tree snails and at least a dozen were observed on Gumbo limbo (*Bursera simaruba*) and Wild tamarind (*Lysiloma latisiliquum*) trees. State-listed species Noseburn (*Tragia saxicola*) and several mature Silver palms (*Coccothrinax argentata*) were observed onsite.

Conclusion

To ensure the preservation of this globally imperiled pine rockland, active management is required. Overall, the covenanted area is in good condition and will continue to improve with future management efforts encouraged and supported by the EEL covenant. The property is an important connection to other natural areas in the vicinity and allows for an exchange of seeds and wildlife stop overs between these other areas. Future management of this property will center on adding more pine rockland species to increase the diversity of the hammock and maintaining low exotic coverage.

Ecological Goals:

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

Management Goals:

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

Management Techniques and Schedule:

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

Year 1-5: Hand removal and herbicide treatment of all invasive exotic plant species, and including ornamental species to achieve 3% or less exotic coverage. Monitor for native plant species recruitment in areas that have been cleared of exotics. Increase diversity of the covenanted area by planting native pine rockland species. All plantings must be approved by DERM.

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

PLANT LIST: Iris McDonald

Folio #30-6931-000-0460

Date: 08/11/2020

DERM Staff: CS

PLANT SPECIES LIST*

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

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

<u>Scientific Name</u>	<u>Common Name</u>	<u>Origin/Status</u>
<i>Bidens alba</i>	Spanish-needles	N
<i>Bursera simaruba</i>	Gumbo-limbo	N
<i>Chamaecrista deeringiana</i>	Deering partridge pea	N
<i>Chiococca alba</i>	Common snowberry	N
<i>Coccothrinax argentata</i>	Florida silver palm	N/ FL threatened
<i>Crotolaria pumila</i>	Low rattlebox	N
<i>Ficus aurea</i>	Strangler fig	N
<i>Galium bermudense</i>	Coastal bedstraw	N
<i>Guettarda scabra</i>	Rough velvetseed	N
<i>Jasminum fluminense</i>	Brazilian jasmine	E/ EPPC I
<i>Koanophyllon villosum</i>	Shrub eupatorium	N/ FL endangered
<i>Lysiloma latisiliquum</i>	Wild-tamarind	N
<i>Metopium toxiferum</i>	Poisonwood	N
<i>Myrsine cubana</i>	Myrsine	N
<i>Passiflora suberosa</i>	Corkystem passionflower	N
<i>Pinus elliottii</i> var. <i>densa</i>	Slash pine	N/endemic
<i>Pteridium caudatum</i>	Lacy bracken fern	N
<i>Quercus virginiana</i>	Virginia live oak	N
<i>Sabal palmetto</i>	Cabbage palm	N
<i>Serenoa repens</i>	Saw palmetto	N
<i>Sideroxylon salicifolium</i>	Willow-bustic	N
<i>Smilax bona-nox</i>	Saw greenbrier	N
<i>Swietenia mahagoni</i>	West Indian mahogany	N
<i>Tetrazygia bicolor</i>	West Indian-lilac	N/ FL threatened
<i>Toxicodendron radicans</i>	Eastern poison-ivy	N
<i>Tragia saxicola</i>	Florida Keys noseburn	N/ FL threatened

<i>Vitis rotundifolia</i>	Muscadine	N
<i>Zamia integrifolia</i>	Coontie	N

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

Management Techniques and Schedule:

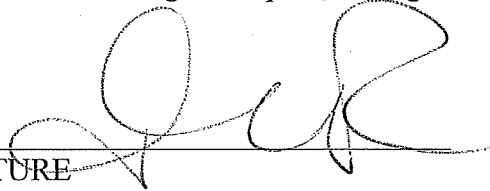
No heavy machinery is allowed within the site. Mowing within the covenanted area is not allowed. All work must be done by hand (i.e. chainsaw, hand tools).

Year 1-5: Hand removal and herbicide treatment of all invasive exotic plant species, and including ornamental species to achieve 3% or less exotic coverage. Monitor for native plant species recruitment in areas that have been cleared of exotics. Increase diversity of the covenanted area by planting native pine rockland species. All plantings must be approved by DERM.

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

MANAGEMENT PLAN AGREEMENT (must be signed by all owners)

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


SIGNATURE

8.17.20
DATE

Attachment E

THIS INSTRUMENT PREPARED BY:

Thomas J. Blakley

Mailing address:

28590 SW 170 AVE

Homestead, Florida 33030

COVENANT RUNNING WITH THE
LAND IN FAVOR OF MIAMI-DADE
COUNTY, FLORIDA, CONCERNING
ENVIRONMENTALLY ENDANGERED
LAND LOCATED AT 28590 SW 170 AVE,
MIAMI-DADE COUNTY, FLORIDA,
CURRENTLY FOLIO # 30-7906-000-0100.

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this 3 day of August, 2020.

WITNESSES:

Sign: [Signature]

Print: Jeanette Machado

Sign: [Signature]

Print: Gabriela Delgado

OWNER: Thomas J. Blakley

Sign: [Signature]

Print: THOMAS J. BLAKLEY

Title: OWNER

Address: 28590 SW 170 AVE

HOMESTEAD, FL 33030

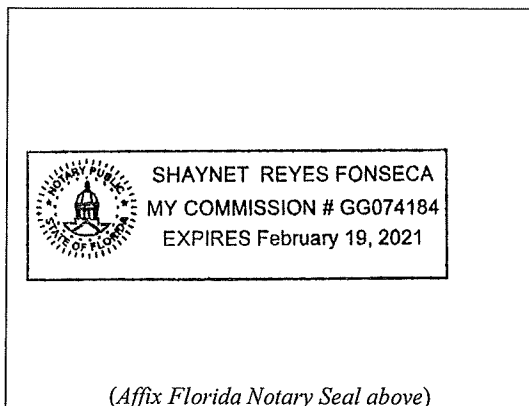
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

☒ physical presence ☐ online notarization this 3 day of August, 2020.
(date) (month) (year)

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

Individual identified by: ☐ personal knowledge ☒ satisfactory evidence FLDL B424830494070.
(type)



[Signature]
(Signature of Notary Public)

SHAYNET REYES FONSECA
(typed, printed, or stamped name of Notary Public)

EXHIBIT A

LEGAL DESCRIPTION

Folio Number: 30-7906-000-0100

Property Address: 28590 SW 170TH AVE, HOMESTEAD, FL 33030

Legal description: PORTIONS OF THE SW $\frac{1}{4}$ OF THE NE OF SECTION 6, TOWNSHIP 57 SOUTH, RANGE 39 EAST, LYING AND BEING IN DADE COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

THE SOUTH $\frac{1}{2}$ OF THE EAST $\frac{3}{4}$ OF THE SOUTH $\frac{1}{2}$ OF THE NW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SAID SECTION 6, LESS THE EAST 25 FEET THEREOF;

AND

THE EAST $\frac{3}{4}$ OF THE NORTH $\frac{1}{2}$ OF THE SW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SAID SECTION 6;

LESS:

THE SOUTH 130 FEET OF THE NE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SAID SECTION 6;

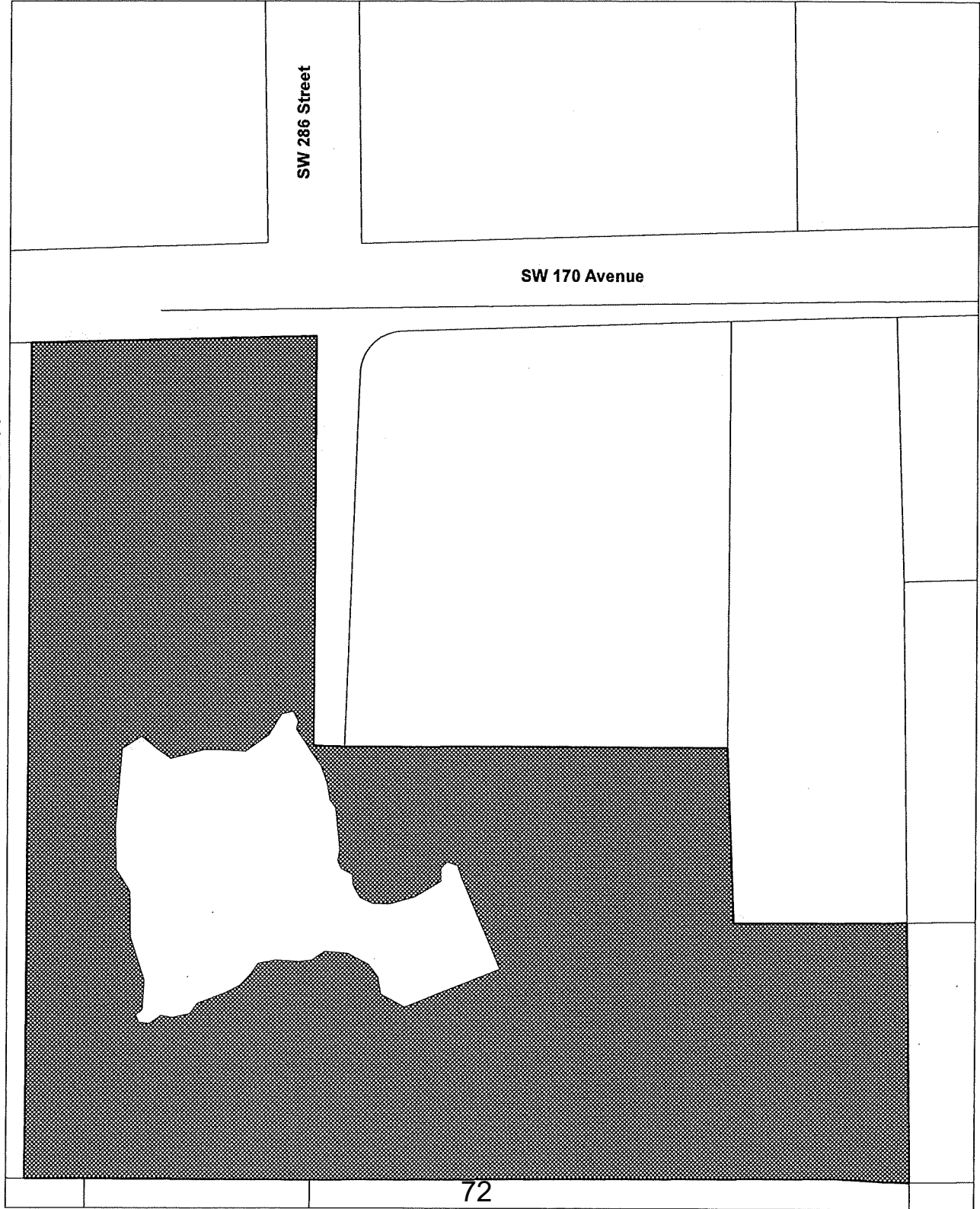
LESS:

THE EAST 240 FEET OF THE NORTH 202.33 FEET OF THE NORTH $\frac{1}{2}$ OF THE SW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SAID SECTION 6;

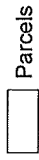
LESS:

THE SOUTH 25 FEET OF THE WEST $\frac{1}{2}$ OF THE NW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 57 SOUTH, RANGE 39 EAST, LYING AND BEING IN DADE COUNTY, FLORIDA.

Exhibit B: EEL Boundary on the property of Thomas J. Blakley
Folio #: 30-7906-000-0100



Legend



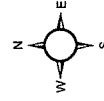
Parcels



Property Boundary



EEL Covenanted Area: 3.07 Acres



Map prepared by C. Stocking
on 07/23/2020

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

Location: 28590 SW 170TH Avenue, Miami, Florida

Size: 3.39 acre parcel
3.07 acres qualify for Environmentally Endangered Lands (EEL) covenant

Folio #: 30-7906-000-0100

Forest Type: Tropical Hardwood Hammock

Location

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

Distance from nearest County-owned Natural Forest Community (NFC) site: ~2,000 feet from Ingram Pineland (folio #: 30-7906-000-0600)

Distance from nearest privately-owned Natural Forest Community (NFC) site: ~0 feet from John & Gudelia Rhoades (folio #: 30-7906-000-0101)

Distance from nearest EEL Covenanted site: ~5,000 feet from Rick & Gael Torcise (folio #: 30-7801-000-0433)

Property Information

The property consists of 3.07 acres of Tropical hardwood hammock which qualifies for an EEL Covenant. The property is located on the Miami rock ridge. The property was designated as natural forest community (NFC) in 1984 by the Miami-Dade County Board of County Commissioners via Resolution No. R-1764-84 and may be found on Miami-Dade County Natural Forest Community Map 45, T57 R39 S06, parcel B.

Tropical hardwood hammocks contain primarily broadleaf and mostly hardwood evergreen trees growing on outcrops of limestone. The closed canopy conditions typically found in hammocks creates a humid forest interior with low light levels. Under natural conditions this community is rarely subject to fire and forms dense forests in relatively small areas. Hammocks are floristically rich and harbor some of Florida's rarest plants

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

Present Condition

The subject property contains two structures: the main one-story single-family home and a two-story single-family home, which is still under construction. These are surrounded by the hardwood hammock and can be accessed from a driveway that is an extension of SW 286TH Street (from SW 170TH Avenue).

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

The management activities that have been implemented by Mr. Blakely continue to be significant and commendable. During the 2019 annual inspection, the exotic plant species cover was observed to be about 7%. Several bird and butterfly species have been observed every year during the Annual EEL Covenant inspection by DERM staff.

Additionally, Mr. Blakley's property has notable geological formations including solution holes. While the hammock may have archaeological significance, it has not been officially designated, although the Miami-Dade County Historic Preservation Board stresses that all solution holes may contain archaeological or paleontological materials of significance. The site could be designated if the property owner chooses to do so. There are three solution holes, all about six feet deep, and one contains a tunnel which may connect to other sinkholes. There are at least three large solution holes (approximately 20 feet in diameter) on the property. The two often appear to be shallow due to an accumulation of vegetative debris but are probably much deeper. The third large solution hole is about five feet deep. The stable and humid environment in these formations allows for several fern species to exist here, including the state threatened broad halberd fern (*Tectaria heracleifolia*) present in the largest solution hole.

Conclusion

Overall, the covenanted area is in excellent condition and will continue to improve with future management efforts encouraged and supported by the EEL covenant. The property is an important connection to other natural areas in the vicinity and allows for an exchange of seeds and wildlife stop overs between these other areas.

Ecological Goals:

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

Management Goals:

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

Management Techniques and Schedule:

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

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

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

Property Owner: Thomas J. Blakley
 Folio: 30-7906-000-0100
 Date: May 30, 2019
 DERM Staff: CS & MRod

PLANT SPECIES LIST*

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

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

Scientific Name Common Name Origin/Status

<i>Anemia adiantifolia</i>	Pineland fern	N
<i>Ardisia elliptica</i>	Shoe-button ardisia	E/EPPC I
<i>Ardisia escallonioides</i>	Marlberry	N
<i>Baccharis halimifolia</i>	Saltbush	N
<i>Bidens alba</i> var. <i>radiata</i>	Spanish needles	N
<i>Bursera simaruba</i>	Gumbo limbo	N
<i>Callicarpa americana</i>	Beauty berry	N
<i>Cassytha filiformis</i>	Lovevine	N
<i>Carica papaya</i>	Papaya	E
<i>Chiococca alba</i>	Snowberry	N
<i>Chromolaena odorata</i>	Jack-in-the-bush	N
<i>Chrysophyllum oliviforme</i>	Satinleaf	N/FL threatened
<i>Coccothrinax argentata</i>	Silver palm	N/FL endangered
<i>Crossopetalum ilicifolium</i>	Quailberry	N/FL threatened
<i>Erythrina herbacea</i>	Coralbean	N
<i>Eugenia axillaris</i>	White stopper	N
<i>Euphorbia cyathophora</i>	Paintedleaf	N
<i>Exothea paniculata</i>	Inkwood	N
<i>Ficus aurea</i>	Strangler fig	N
<i>Ficus citrifolia</i>	Short-leaf fig	N
<i>Forestiera segregata</i>	Florida privet	N
<i>Galium hispidulum</i>	Coastal bedstraw	N
<i>Guettarda scabra</i>	Rough velvet seed	N
<i>Hamelia patens</i>	Firebush	N
<i>Ilex krugiana</i>	Krug's holly	N/FL endangered
<i>Lysiloma latisiliquum</i>	Wild tamarind	N
<i>Momordica charantia</i>	Balsam pear	E/EPPC II

<i>Morinda royoc</i>	Mouse's pineapple	N
<i>Myrica cerifera</i>	Wax myrtle	N
<i>Myrsine cubana</i>	Myrsine	N
<i>Neyraudia reynuadia</i>	Burma reed	E/EPPC I
<i>Parthenocissus quinquefolia</i>	Virginia creeper	N
<i>Passiflora suberosa</i>	Corkstem passionflower	N
<i>Persea borbonia</i>	Red bay	N
<i>Phlebodium aureum</i>	Golden polypody	N
<i>Pisonia aculeata</i>	Devil's claws	N
<i>Pleopeltis polypodioides</i> var. <i>michauxiana</i>	Resurrection fern	N
<i>Prunus myrtifolia</i>	West indian cherry	N/FL threatened
<i>Psychotria nervosa</i>	Wild coffee	N
<i>Pteridium caudatum</i>	Bracken fern	N
<i>Pteris vittata</i>	China brake	E/EPPC II
<i>Quadrella cynophallophora</i>	Jamaica caper-tree	N
<i>Quercus virginiana</i>	Live oak	N
<i>Rhus copallinum</i>	Southern sumac	N
<i>Roystonea regia</i>	Royal palm	N/FL endangered
<i>Sabal palmetto</i>	Sabal palm	N
<i>Schefflera actinophylla</i>	Umbrella	E/EPPC I
<i>Serenoa repens</i>	Saw palmetto	N
<i>Senna ligustrina</i>	Privet senna	N
<i>Sideroxylon foetidissimum</i>	Wild mastic	N
<i>Simarouba glauca</i>	Paradise tree	N
<i>Smilax auriculata</i>	greenbrier	N
<i>Stachytarpheta jamaicensis</i>	Blue porterweed	N
<i>Syngonium angustatum</i>	Arrowhead vine	E
<i>Syzygium cuminii</i>	Java-plum	E/EPPC I
<i>Tetrazygia bicolor</i>	West Indian lilac	N/FL threatened
<i>Thelypteris kunthii</i>	Southern shield fern	N
<i>Tillandsia fasciculata</i> var. <i>densispica</i>	Stiff-leaved wild-pine	N/FL endangered
<i>Tillandsia setacea</i>	Thin-leaved wild-pine	N
<i>Toxicodendron radicans</i>	Poison ivy	N
<i>Tradescantia spathacea</i>	Oysterplant	E/EPPC II
<i>Trema micrantha</i>	Florida trema	N/FL endangered
<i>Varronia bullata</i> var. <i>humilis</i>	Butterflybush	N
<i>Verbesina virginiana</i>	Frostweed	N
<i>Vitis rotundifolia</i>	Grape vine	N
<i>Zamia intergrifolia</i>	Coontie	N
<i>Zanthoxylum fagara</i>	Wild lime	N

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

MANAGEMENT PLAN AGREEMENT (must be signed by all owners)

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

Thomas J. Blakley
SIGNATURE

8/3/2020
DATE

Attachment F

THIS INSTRUMENT PREPARED BY:

James Michael Adams

James K. Adams TRS

James K. Adams REV TR

Mailing address:

26363 SW 152 AVE

Miami, Florida 33032

COVENANT RUNNING WITH THE
LAND IN FAVOR OF MIAMI-DADE
COUNTY, FLORIDA, CONCERNING
ENVIRONMENTALLY ENDANGERED
LAND LOCATED AT 26363 SW 152 AVE,
MIAMI-DADE COUNTY, FLORIDA,
CURRENTLY FOLIO # 30-6928-000-0500.

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this
5 day of August, 2020.

WITNESSES:

Sign: Nancy Albritton
Print: Nancy Albritton
Sign: Christina Stork
Print: Christina Stork

OWNER: James Michael Adams

Sign: [Signature]
Print: JAMES M. Adams
Title: OWNER
Address: 26363 SW 152 Ave
Homestead, FL 33032

WITNESSES:

Sign: Nancy Albritton
Print: Nancy Albritton
Sign: Christina Stork
Print: Christina Stork

OWNER: James K. Adams TRS

Sign: [Signature]
Print: James K Adams
Title: OWNER
Address: 725 S.E. 27 LANE
Homestead, FL 33033

WITNESSES:

Sign: Nancy Albritton
Print: Nancy Albritton
Sign: Christina Stork
Print: Christina Stork

OWNER: James K. Adams REV TR

Sign: [Signature]
Print: JAMES K Adams
Title: OWNER
Address: 725 SE 27 LANE
Homestead, FL 33033

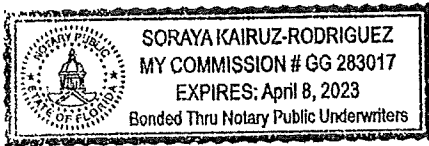
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

☒ physical presence ☐ online notarization this 5 day of August, 20 20.
(date) (month) (year)

by JAMES M. ADAMS.
(name of individual swearing or affirming)

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



(Affix Florida Notary Seal above)

[Signature]
(Signature of Notary Public)

SORAYA KAIRUZ-RODRIGUEZ
(typed, printed, or stamped name of Notary Public)

EXHIBIT A

LEGAL DESCRIPTION

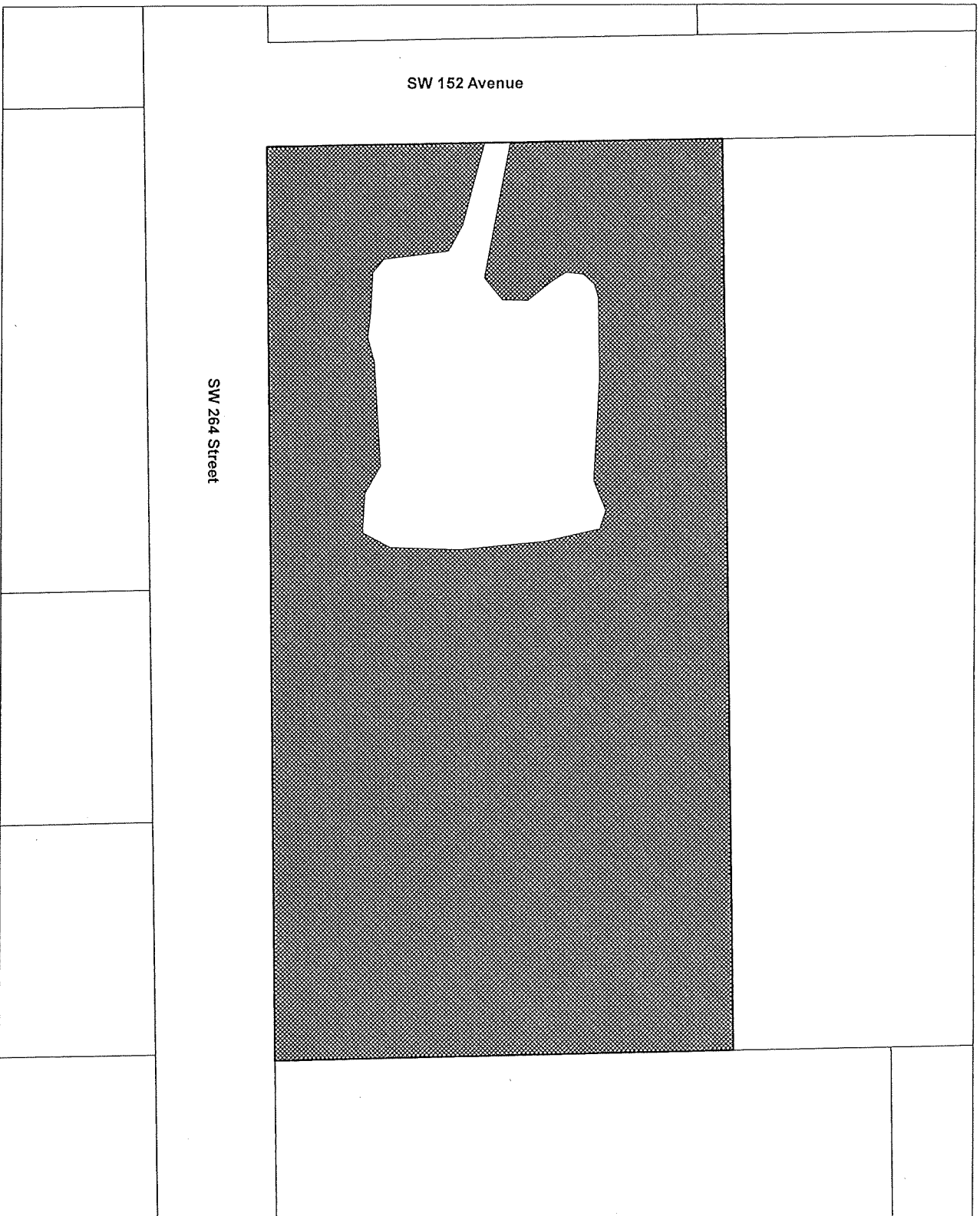
Folio Number: 30-6928-000-0500

Property Address: 26363 SW 152 AVE, HOMESTEAD, FL 33032

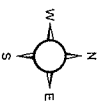
Legal description: THE SOUTH ½ OF THE SW ¼ OF THE SW ¼ OF THE SE ¼, LESS THE SOUTH 35 FEET AND LESS THE WEST 35 FEET THEREOF, IN SECTION 28, TOWNSHIP 56 SOUTH, RANGE 39 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

SUBJECT TO EEL AND NFC COVENANTS AND RESTRICTIONS RECORDED IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

Exhibit B: EEL Boundary on the property of James Michael Adams, James K. Adams TRS & James K. Adams Rev TR
 Folio #: 30-6928-000-0500



- Legend**
-  Parcels
 -  Property Boundary
 -  EEL Covenanted Area: 4.104 Acres



Map prepared by C. Stocking
 on 07/14/2020

Exhibit C

Pine Rockland Management Plan for James Michael Adams, James K. Adams TRS & James K. Adams REV TR

Location: 26363 SW 152 AVE, Homestead, Florida 33032

Size: 4.86 acres
4.104 acres of Pine Rockland qualify for an Environmentally Endangered Lands (EEL) covenant.

Folio #: 30-6928-000-0500

Forest Type: Pine rockland

Location:

The property is located on the north side of SW 264TH Street (Bauer Drive) and on the east side of SW 152ND Avenue (Kingman Road). The site is a developed residential lot outside the urban development boundary (UDB) and it is surrounded by agricultural properties and single family homes. There is property containing county-designated Natural Forest Community 9NFC) directly to the north and the east. The property can be accessed via SW 152nd Avenue.

Distance from nearest County-owned Natural Forest Community: ~2,200 feet from Hattie Bauer Hammock

Distance from nearest privately-owned Natural Forest Community: ~0 feet from the Lyman Residence (30-6928-000-0520).

Distance from nearest EEL Covenant property: ~1,700 from the Goldstein Residence (30-6933-000-0304).

Property Information:

This property consists of a 4.86-acre parcel that contains 4.104 acres of pine rockland which qualify for an EEL covenant. The property was designated as a natural forest community (NFC) IN 1984 by the Miami-Dade County Board of County Commissioners via Resolution No. R-1764-84 and may be found on Miami-Dade County Natural Forest Community Map 31, T56 R38 S26, parcel A. The remaining acreage of the site contains a single-family home.

Pine rocklands were once South Florida's dominant plant community, occupying about 186,000 acres in the Miami rock ridge, which is a large limestone outcropping that extends south from the Miami River to Everglades National Park. Because of its high elevation, the Miami rock ridge was the first area to be impacted by development. The clearing of large tracts for development has now reduced pine rocklands to about 20,000 acres, most of which are now protected inside Everglades National Park. The pine rockland's 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 classified as Globally Imperiled by the Florida Natural Areas Inventory (FNAI) and it is South Florida's most floristically diverse plant community including several endemic species found only in this community. A sub-climatic community, pine rocklands have depended on fire to keep them from transitioning into hardwood hammocks. Fire exclusion has caused many properties that were formerly pine rockland to either transition into hammock or become invaded by non-native invasive species. This has caused a net loss of biodiversity and the extinction or near extinction of several plant species.

Present Condition:

Ongoing active management is still occurring on site per the current EEL Covenant executed by the previous owner Mr. Springer. There are still pockets of exotic infestation that require work. This can be achieved through physical removal of exotic species from the covenanted area. Overall, the property is in good condition. With continued exotic maintenance a lower the percentage of exotic coverage can be achieved.

Conclusion

Overall, the covenanted area is in good condition and will continue to improve with future management efforts encouraged and supported by the EEL covenant. The property is an important connection to other natural areas in the vicinity and allows for an exchange of seeds and wildlife stop overs between these other areas. Future management of this property will center on eliminating the exotic species and increasing the diversity of the pine rockland.

Ecological Goals:

1. Maintain open canopy to preserve herbaceous pine rockland species.
2. Promote regeneration and growth of native herbaceous plants to maintain the site's biodiversity.
3. Promote and regenerate growth of uneven ages slash pines trees.
4. Provide suitable habitat for native wildlife.
5. Eliminate invasive exotic species and encroaching native hardwoods throughout pineland.

Management Goals:

1. Maintain invasive exotic plants to 3% or less within the EEL covenanted area.
2. Continue to eradicate all invasive exotic plant species and prevent recolonization.
3. Maintain biodiversity of appropriate native plant species, focusing on rare and listed species.
4. Continue to perform prescribed burns, if feasible.
5. Control hardwoods.
6. Enhance the pine rockland by planting more pines and appropriate native pine rockland understory plants if necessary. All plantings must be approved by DERM.
7. The property owner shall submit an annual report listing all the management practices and treatments that were conducted within the covenanted area.

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)

Year 1-10: Continue exotic control to ensure 3% or less exotic coverage within the EEL covenanted area. Continue to selectively control hardwoods located within the covenanted area. Monitor slash pine seedling as well as native herbaceous recolonization. Plant additional native species if needed. All plantings must be approved by the DERM. Maintain firebreaks.

Property Owner: James Michael Adams
 Folio: 30-6928-000-0500
 Date: December 14, 2018
 DERM Staff: CS & MRod

PLANT SPECIES LIST*

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

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

Scientific Name Common Name Origin/Status

<i>Acalypha chamaedrifolia</i>	Bastard copperleaf	N
<i>Albizia lebeck</i>	Woman's tongue	E/EPPC I
<i>Agave sisalana</i>	Agave	E/EPPC II
<i>Andropogon spp</i>	Bluestem	N
<i>Anemia adiantifolia</i>	Pineland fern	N
<i>Angadenia berteroi</i>	Pineland-allamanda	N
<i>Ardisia elliptica</i>	Shoe-button ardisia	E/EPPC I
<i>Ardisia escallonioides</i>	Marlberry	N
<i>Baccharis spp</i>		N
<i>Bidens alba var. radiata</i>	Spanish needles	N
<i>Bischofia javanica</i>	Bishop wood	E/EPPC I
<i>Bursera simaruba</i>	Gumbo limbo	N
<i>Byrsonima lucida</i>	Locust berry	N/FL threatened
<i>Callicarpa americana</i>	Beauty berry	N
<i>Cassytha filiformis</i>	Love vine	N
<i>Chamaecrista fasciculata</i>	Deering partridge pea	N
<i>Chiococca alba</i>	Snowberry	N
<i>Chiococca parvifolia</i>	Pineland snowberry	N
<i>Chromolaena odorata</i>	Jack-in-the-bush	N
<i>Cissus verticillata</i>	Possum-grape	N
<i>Coccothrinax argentata</i>	Silver palm	N/FL threatened
<i>Dichanthelium spp.</i>	Witchgrass	N
<i>Echites umbellatus</i>	Devil's potato	N

<i>Eugenia axillaris</i>	White stopper	N
<i>Euphorbia cyathophora</i>	Paintedleaf	N
<i>Exothea paniculata</i>	Inkwood	N
<i>Ficus aurea</i>	Strangler fig	N
<i>Ficus citrifolia</i>	Shortleaf fig	N
<i>Galactia spp.</i>	milkpea	N
<i>Galium bermudense</i>	Coastal bedstraw	N
<i>Guettarda scabra</i>	Rough velvetseed	N
<i>Hamelia patens</i>	Firebush	N
<i>Ilex krugiana</i>	Krug's holly	N/FL threatened
<i>Jacquemontia curtisii</i>	Pinleand clustervine	N/FL threatened
<i>Jasminum dichotomun</i>	Gold Coast jasmine	E/EPPC I
<i>Lantana camara</i>	Shrub verbena	E/EPPC I
<i>Lantana depressa</i>	Pineland lantana	N/FL threatened
<i>Mangifera indica</i>	Mango	E
<i>Metopium toxiferum</i>	Poisonwood	N
<i>Momoridca charantia</i>	Balsampear	E/EPPC I
<i>Morinda royoc</i>	Mouse pineapple	N
<i>Myrica cerifera</i>	Wax myrtle	N
<i>Myrsine cubana</i>	Myrsine	N
<i>Neyraudia reynuadia</i>	Burma reed	EEPP
<i>Parthenocissus quinquefolia</i>	Virginia creeper	N
<i>Passiflora suberosa</i>	Corkystem passionflower	N
<i>Persea borbonia</i>	Red bay	N
<i>Phlebodium aureum</i>	Golden polypody	N
<i>Pinus elliotii var elliotii</i>	Slash pine	N
<i>Pleopeltis polypodioides var. michauxiana</i>	Resurrection fern	N
<i>Psychotria nervosa</i>	Wild coffee	N
<i>Pteridium caudatum</i>	Bracken fern	N
<i>Quercus pumila</i>	Running oak	N
<i>Quercus virginiana</i>	Live oak	N
<i>Randia aculeata</i>	Randia	N
<i>Rhynchosia reniformis</i>	Dollarweed	N
<i>Rhus copallinum</i>	Southern sumac	N
<i>Sabal palmetto</i>	Sabal palm	N
<i>Schefflera actinophylla</i>	Umbrella tree	E/EPPC I
<i>Schinus terebinthifolius</i>	Brazilian pepper	E/EPPC I
<i>Serenoa repens</i>	Saw palmetto	N
<i>Sideroxylon foetidissimum</i>	Wild mastic	N
<i>Sideroxylon salicifolium</i>	Willow bustic	N
<i>Simarouba glauca</i>	Paradise tree	N
<i>Spermacoce verticillata</i>	Shrubby false buttonweed	E/EPPC I

<i>Sphagneticola trilobata</i>	Creeping oxeye	E/EPPC II
<i>Stachytarpheta jamaicensis</i>	Blue porterweed	N
<i>Swietenia mahogani</i>	Mahogany	N
<i>Tetrazygia bicolor</i>	West Indian lilac	N/FL threatened
<i>Toxicodendron radicans</i>	Poison ivy	N
<i>Tragia saxicola</i>	Florida Keys noseburn	N/FL threatened
<i>Trema micrantha</i>	Florida trema	N
<i>Vitis rotundifolia</i>	Muscadine grape	N
<i>Zamia integrifolia</i>	Coontie	N

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

MANAGEMENT PLAN AGREEMENT

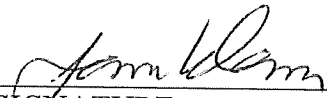
I, JAMES M. ADAMS, hereby certify that I have read and understood this management plan, and agree to follow its management recommendations.


SIGNATURE

8/5/2020
DATE

MANAGEMENT PLAN AGREEMENT

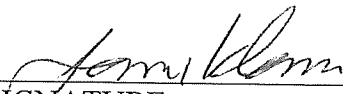
I, JAMES K ADAMS, hereby certify that I have read and understood this management plan, and agree to follow its management recommendations.


SIGNATURE

8/4/2020
DATE

MANAGEMENT PLAN AGREEMENT

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


SIGNATURE

8/4/2020
DATE

Attachment G

THIS INSTRUMENT PREPARED BY:

Nesbitt Goulds, LLC

Mailing address:

8234 SW 85 TERR

Miami, Florida 33143

COVENANT RUNNING WITH THE
LAND IN FAVOR OF MIAMI-DADE
COUNTY, FLORIDA, CONCERNING
ENVIRONMENTALLY ENDANGERED
LAND LOCATED AT 22000 SW 157 AVE
AVENUE, MIAMI-DADE COUNTY,
FLORIDA, CURRENTLY FOLIO # 30-
6917-000-0031.

WHEREAS, the undersigned Owner, Nesbitt Goulds, 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 Owner freely, voluntarily, and without duress, the Owner makes the following Covenant covering and running with the property:

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this 10 day of August, 2020.

WITNESSES:

Sign: [Signature]

Print: James H. Block

Sign: [Signature]

Print: Helen Steinmann

OWNER: Nesbitt Goulds, LLC

Sign: [Signature]

Print: Tahet Nesbitt

Title: Owner

Address: 8234 SW 85 Terrace
Miami, FL 33143

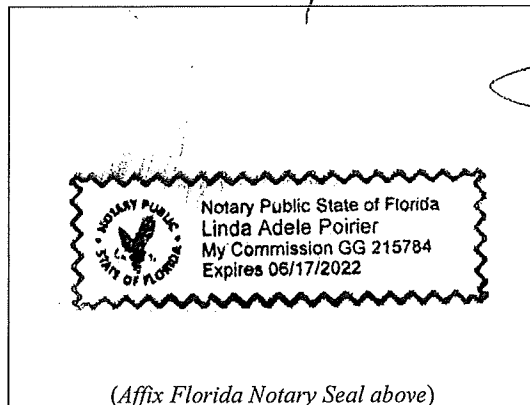
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

☒ physical presence ☐ online notarization this 10 day of August, 2020.
(date) (month) (year)

by Linda Adele Poirier Linda Adele Poirier
(name of individual swearing or affirming)

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



[Signature]
(Signature of Notary Public)

Linda Adele Poirier
(typed, printed, or stamped name of Notary Public)

EXHIBIT A

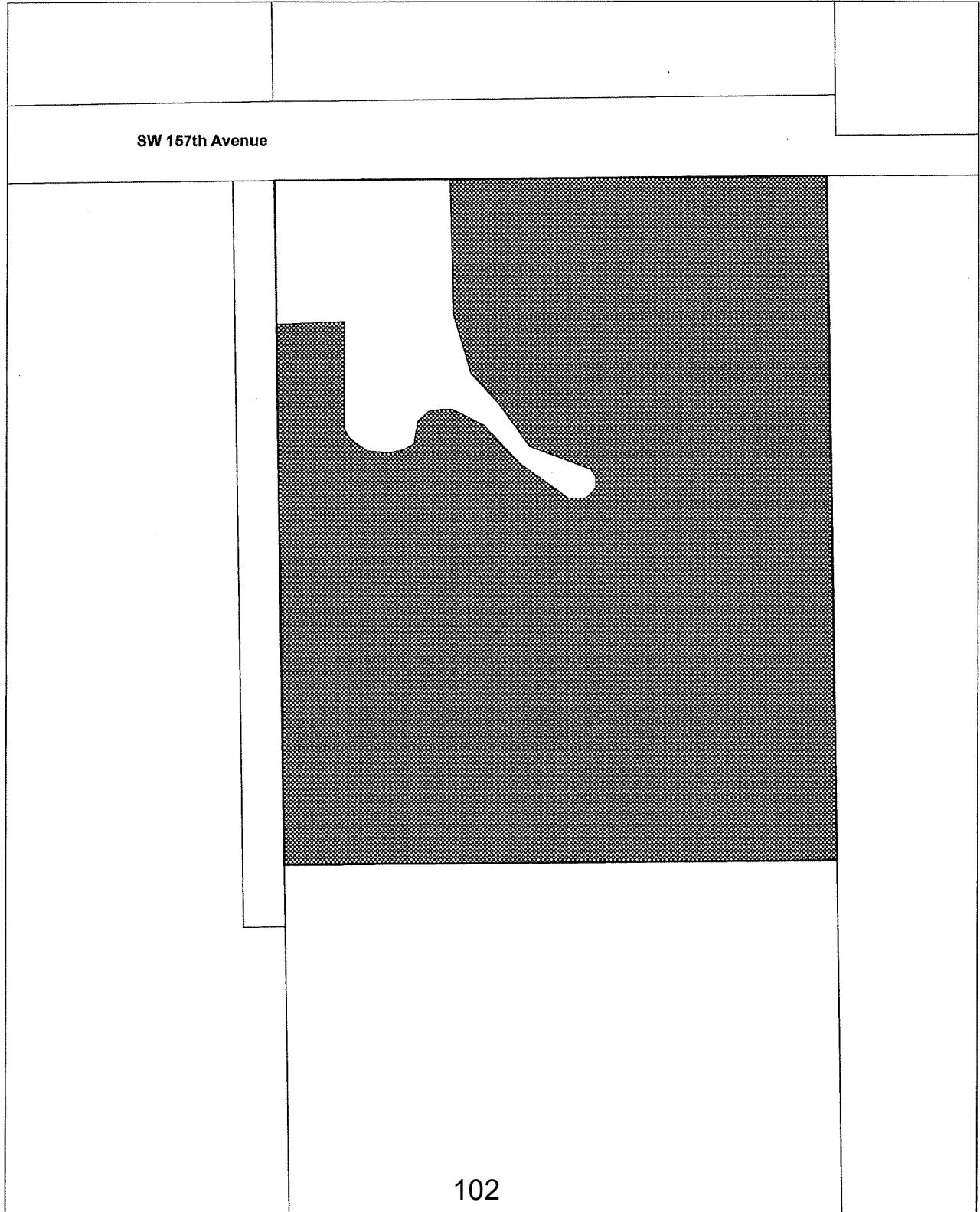
LEGAL DESCRIPTION

Folio Number: 30-6917-000-0031

Property Address: 22000 SW 157TH AVENUE, MIAMI, FLORIDA 33170

Legal description: THE NORTH ½ OF THE NORTH ½ OF THE SE ¼ OF THE NE ¼ LESS THE WEST 924 FEET THEREOF, MORE OR LESS, OF SECTION 17, TOWNSHIP 56 SOUTH, RANGE 39 EAST, OF MIAMI-DADE COUNTY, FLORIDA, TOGETHER WITH ALL IMPROVEMENTS THEREON.

Exhibit B: EEL Boundary on the property of Nesbitt Goulds, LLC.
Folio #: 30-6917-000-0031



Map prepared by C. Stocking
on 07/14/2020

Exhibit C
Tropical Hardwood Hammock Management Plan
For Nesbitt Goulds, LLC

Location: 22000 SW 157 Avenue, Miami-Dade County, Florida.

Size: 3.00 acre parcel
2.763 acres qualify for an covenant Environmentally Endangered Lands (EEL)

Folio #: 30-6917-000-0031

Forest Type: Tropical Hardwood Hammock currently containing 2.90 acres of county-designated Natural Forest Community (NFC).

Location

The property is located on the west side of SW 157TH Avenue (Newton Road) at theoretical SW 220TH Street. The site is a developed residential lot outside the urban development boundary (UDB) and is surrounded on all sides by natural areas, some with single family residences. It is completely surrounded by properties which share its status as a county-designated Natural Forest Community (NFC). The property can be accessed via SW 157TH Avenue (Newton Road).

Distance from nearest County-owned Natural Forest Community (NFC) site: <100 feet from Castellow Hammock (30-6917-000-0040).

Distance from nearest privately-owned Natural Forest Community (NFC) site: <100 feet from Patch of Heaven, LLC (30-6917-000-0011).

Distance from nearest EEL Covenanted site: ~0 feet from Patch of Heaven, LLC (30-6917-000-0011).

Property Information

The property consists of 2.763 acres of Tropical hardwood hammock which qualify for an EEL Covenant. The property is located on the Miami rock ridge. The property was designated as natural forest community (NFC) in 1984 by the Miami-Dade County Board of County Commissioners via Resolution No. R-1764-84 and may be found on Miami-Dade County Natural Forest Community Map 33, T56 R39 S17, parcel A. The property is contiguous to Castellow Hammock Park.

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

Present Condition

Over the last ten (10) years Mrs. Nesbitt has improved the condition of her Tropical Hardwood Hammock. Just in the last four (4) years, significant work has been done with regards to removing invasive exotic plants, which were predominately exotic vines. The most significant biological features observed are the multiple solution holes, the largest of which is located south west of the existing single family residence. Rare ferns have been documented and observed within these unique solution holes.

Conclusion

Overall, the covenanted area is in very good condition and will continue to improve with future management efforts encouraged and supported by the EEL covenant. The property is an important connection to other natural areas in the vicinity and allows for an exchange of seeds and wildlife stop overs between these other areas. Future management of this property will center on eliminating the exotic and ornamental species and increasing the diversity of the hammock.

Ecological Goals:

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

Management Goals:

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

Management Techniques and Schedule:

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

Year 1-5: Hand removal and herbicide treatment of all invasive exotic and ornamental plant species to achieve 3% exotic coverage. Monitor for native plant species recruitment in areas that have been cleared of exotics. Planting native species in areas where no native plant species recruitment is occurring. All plantings must be approved by DERM.

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

Property Owner: Nesbit Goulds LLC
 Folio: 30-6917-000-0031
 Date: April 25, 2019
 DERM Staff: CS & MRod

PLANT SPECIES LIST*

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

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

Scientific Name Common Name Origin/Status

<i>Anemia adiantifolia</i>	Pineland fern	N
<i>Ardisia escallonioides</i>	Marlberry	N
<i>Bischofia javanica</i>	Bishopwood	E/EPPC I
<i>Bursera simaruba</i>	Gumbo limbo	N
<i>Cissus verticillata</i>	Possum-grape	N
<i>Chrysophyllum oliviforme</i>	Santinal leaf	N/FL threatened
<i>Coccoloba diversifolia</i>	Pigeon plum	N
<i>Dioscorea bulbifera</i>	Common air potato	E/EPPC I
<i>Epipremnum pinnatum</i>	Pothos	E/EPPC I
<i>Eugenia axillaris</i>	White stopper	N
<i>Euphorbia heterophylla</i>	Fiddler's spurge	N
<i>Ficus aurea</i>	Strangler fig	N
<i>Hamelia patens</i>	Firebush	N
<i>Heliconia latispatha</i>	Expanded lobsterclaw	E
<i>Jasminum dichotomum</i>	Gold Coast jasmine	E/EPPC I
<i>Jasminum fluminense</i>	Brazilian jasmine	E/EPPC I
<i>Lysiloma latisiliquum</i>	Wild tamarind	N
<i>Metopium toxicodendron</i>	Poisonwood	N
<i>Momordica charantia</i>	Balsam-pear	E/EPPC I
<i>Monstera deliciosa</i>	Swiss-cheese plant	E
<i>Nectandra coriacea</i>	Lancewood	N
<i>Parthenocissus quinquefolia</i>	Virginia creeper	N
<i>Passiflora suberosa</i>	Corkstem passion flower	N
<i>Pisonia aculeata</i>	Devil's claw	N
<i>Pteris vittata</i>	China brake	E/EPPC II
<i>Ptychosperma elegans</i>	Solitaire palm	E

<i>Phlebodium aureum</i>	Golden polypody	N
<i>Prunus myrtifolia</i>	West Indian cherry	N
<i>Psychotria nervosa</i>	Wild coffee	N
<i>Quercus virginiana</i>	Live oak	N
<i>Rivina humilis</i>	Rouge plant	N
<i>Roystonea regia</i>	Royal palm	N/FL endangered
<i>Schefflera actinophylla</i>	Umbrella tree	E/EPPC I
<i>Schinus terebinthifolia</i>	Brazilian pepper	E/EPPC I
<i>Sideroxylon foetidissimum</i>	Wild mastic	N
<i>Sideroxylon salicifolium</i>	Willow-bustic	N
<i>Simarouba glauca</i>	Paradise tree	N
<i>Smilax auriculata</i>	Greenbriar	N
<i>Solanum spp</i>	Nightshade	N
<i>Syngonium podophyllum</i>	American evergreen	E/EPPC I
<i>Tectaria heraclefolia</i>	Broad halbard	N/FL threatened
<i>Thelypteris kunthii</i>	Southern shield fern	N
<i>Tillandsia spp</i>	Airplant	N
<i>Tradescantia spathacea</i>	Oyster plant	E/EPPC I

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

Jane Nesbitt
SIGNATURE

8/10/2020
DATE

Attachment H

THIS INSTRUMENT PREPARED BY:

Roberto Moreno

Mailing address:

22520 SW 134 AVE

Miami, Florida 33032

COVENANT RUNNING WITH THE
LAND IN FAVOR OF MIAMI-DADE
COUNTY, FLORIDA, CONCERNING
ENVIRONMENTALLY ENDANGERED
LAND LOCATED AT 22520 SW 134 AVE,
MIAMI-DADE COUNTY, FLORIDA,
CURRENTLY FOLIO # 30-6914-000-0300

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this 21 day of August, 2020.

WITNESSES:

Sign: [Signature]

Print: Christina Hickley

Sign: [Signature]

Print: Michelle Rodriguez

OWNER: Roberto Moreno

Sign: [Signature]

Print: Robert Moreno

Title: Owner

Address: 14629 SW 104 st, #498
Miami, FL - 33186.

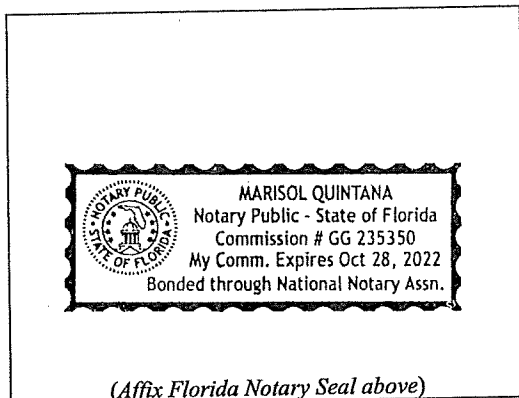
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

☒ physical presence ☐ online notarization this 21 day of August, 2020.
(date) (month) (year)

by Robert Moreno
(name of individual swearing or affirming)

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



[Signature]
(Signature of Notary Public)

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

EXHIBIT A

LEGAL DESCRIPTION

Folio Number: 30-6914-000-0300

Property Address: 22520 SW 134 AVE, MIAMI, FLORIDA 33170

Legal description: THE SOUTH $\frac{1}{2}$ OF THE NORTH $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 14, TOWNSHIP 56 SOUTH, RANGE 39 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

Exhibit B: EEL Boundary on the property of Roberto Moreno
Folio #: 30-6914-000-0300

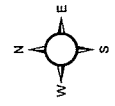


Legend

 Parcels

 Property Boundary

 EEL Covenanted Area: 4.333 Acres



Map prepared by C. Stocking
on 07/14/2020

Exhibit C
Pine Rockland Management Plan
for Roberto Moreno

Location: 22520 SW 134 Avenue, Miami-Dade County, Florida.

Size: 10.34 acre parcel
4.333 acres qualify for an Environmentally Endangered Lands (EEL) Covenant

Folio #: 30-6914-000-0300

Forest Type: Pine Rockland

Location

The property is located on the west side of SW 134TH Avenue (Talbot Road) and on the east side of SW 137TH Avenue (Lindgren Road) approximately 300 feet south of SW 224TH Street. The site is a developed residential lot outside the urban development boundary (UDB). There is agriculture on the west, north, and east of the parcel. The parcel directly to the north also contains a county designated Natural Forest Community (NFC) and an EEL Covenant as well. The property can be accessed via SW 134TH Avenue and via SW 137TH Avenue.

Distance from nearest County-owned Natural Forest Community: ~2,100 feet from Silver Palm Groves Pineland.

Distance from nearest privately-owned Natural Forest Community: ~0 feet, Roberta Lovett (30-6914-000-0287)

Distance from nearest EEL covenant site: ~0 feet, Roberta Lovett (30-6914-000-0287)

Property Information

The property consists of a 4.333 acres of pine rockland which qualify for an EEL covenant. While the property is not county designated Natural Forest Community (NFC) it is located on the Miami Rock Ridge where pine rocklands were historically located.

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

extinction of several plant species. Pine rocklands are South Florida's most floristically diverse plant community, including several endemic species found only in this habitat.

Present Condition

Currently Mr. Moreno has undertaken the effort to maintain this globally imperiled habitat. The site is currently in good condition and has a high diversity of plant species. However due to the lack of exotic plant maintenance on neighboring properties, there are pockets of Burma reed (*Neyraudia reynaudiana*) and Brazilian pepper (*Schinus terebinthifolius*) in the covenanted area. Over the past three (3) years, Mr. Moreno has prepared his property for a prescribed burn that is scheduled to take place in 2021. With the continuing efforts of Mr. Moreno to maintain his pine rockland, it will continue to flourish and thrive in the years to come.

Conclusion

In order to ensure the preservation of this globally imperiled pine rockland, active management is required. While the site does have signs of impacts typical to pine rockland that has been fragmented, it continues to harbor many rare and endangered species. The property is an important connection to other natural areas in the vicinity and allows for an exchange of seeds and wildlife stop overs between these other areas. Future management of this property will center on maintaining the property in prescribed burn ready condition and maintaining exotic coverage of 3% or less.

Ecological Goals:

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

Management Goals:

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

Management Techniques and Schedule:

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

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

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

Property Owner: Roberto Moreno
 Folio: 30-6914-000-0300
 Date: May 17, 2018
 DERM Staff: CS & MRod

PLANT SPECIES LIST*

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

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

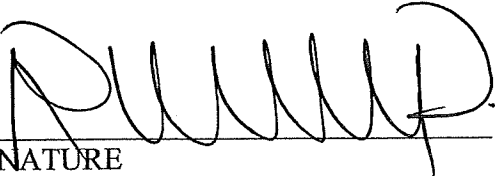
<u>Scientific Name</u>	<u>Common Name</u>	<u>Origin/Status</u>
<i>Acalypha chamaedrifolia</i>	Bastard copperleaf	N
<i>Albizia lebeck</i>	Woman's tongue	E/EPPC I
<i>Anemia adiantifolia</i>	Pineland anemia	N
<i>Angadenia berteroi</i>	Pineland allamanda	N/FL threatened
<i>Ardisia elliptica</i>	Shoe-button ardisia	E/EPPC I
<i>Argythamnia blodgettii</i>	Blodgett's silverbush	N/FL threatened
<i>Bidens alba</i>	Spanish needles	N
<i>Byrsonima lucida</i>	Locustberry	N/FL threatened
<i>Callicarpa americana</i>	Beautyberry	N
<i>Chamaecrista fasciculata</i>	Partridge pea	N
<i>Chiococca alba</i>	Snowberry	N
<i>Cissus verticillata</i>	Possum-grape	N
<i>Cnidioscolus stimulosus</i>	Tread softly	N
<i>Coccothrinax argentata</i>	Silver palm	N/FL threatened
<i>Crossopetalum ilicifolium</i>	Quailberry	N/FL threatened
<i>Crotalaria pumila</i>	Low rattlebox	N
<i>Crotalaria spectabilis</i>	Showy rattlebox	E
<i>Croton linearis</i>	Pineland croton	N
<i>Desmodium spp.</i>	Ticktrefoil	N
<i>Dodonaea viscosa</i>	Varnishleaf	N
<i>Forestiera segregata</i>	Florida privet	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 camara</i>	Shrub verbena	E/EPPC I
<i>Lantana involucrata</i>	Buttonsage	N
<i>Melinis repens</i>	Rose natalgrass	E/EPPC I
<i>Metopium toxiferum</i>	Poison wood	N

<i>Momoridica charantia</i>	Wild balsam-apple	E
<i>Morinda royoc</i>	Mouse's pineapple	N
<i>Myrsine cubana</i>	Myrsine	N
<i>Nephrolepis exalta</i>	Boston fern	N
<i>Neyraudia renaudiana</i>	Burma reed	E/EPPC I
<i>Parthenocissus quinquefolia</i>	Virginia creeper	N
<i>Passiflora suberosa</i>	Corkystem passionflower	N
<i>Phlebodium aureum</i>	Golden polypody	N
<i>Phyllanthus pentaphyllus</i>	Florida five-petalled leafflower	N
<i>Physalis pubescens</i>	Husk potato	N
<i>Phytolacca americana</i>	American pokeweed	N
<i>Pinus elliotti var. densa</i>	Slash pine	N/FL endemic
<i>Pleopeltis poylpodioides</i>	Resurrection fern	N
<i>Pteridium caudatum</i>	Lacy bracken fern	N
<i>Quercus pumila</i>	Running oak	N
<i>Quercus vrginiana</i>	Live oak	N
<i>Randia aculeata</i>	Randia	N
<i>Rhus copallinum</i>	Southern sumac	N
<i>Rhynchospora floridensis</i>	Florida whitetop	N
<i>Rhynchosia reniformis</i>	Dollarweed	N
<i>Ricinus communis</i>	Casterbean	E/EPPC II
<i>Sabal palmetto</i>	Sabal palm	N
<i>Schefflera terebinthifolia</i>	Umbrella tree	E/EPPC I
<i>Serenoa repens</i>	Saw palmetto	N
<i>Sideroxylon salicifolium</i>	Inkwood	N
<i>Smilax auriculata</i>	Greenbriar	N
<i>Smilax bona-nox</i>	Saw greenbriar	N
<i>Smilax havanases</i>	Havana greenbriar	N/FL threatened
<i>Stachyarrheta jamaicensis</i>	Blue porterweed	N
<i>Tetrazygia bicolor</i>	West Indian lilac	N/FL threatened
<i>Tillandsia spp.</i>	Airplant	N
<i>Tragia saxicola</i>	Noseburn	N/FL threatened
<i>Trema micrantha</i>	Florida trema	N
<i>Urena lobata</i>	Ceaserweed	E/EPPC I
<i>Vitis rotundifolia</i>	Muscadine grape	N
<i>Zamia intergrifolia</i>	Coontie	N

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

MANAGEMENT PLAN AGREEMENT (must be signed by all owners)

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


SIGNATURE

8/21/2020
DATE

Attachment I

THIS INSTRUMENT PREPARED BY:

Roberta Lovett

Mailing address:

24000 SW 142 AVE

Homestead, Florida 33032

COVENANT RUNNING WITH THE
LAND IN FAVOR OF MIAMI-DADE
COUNTY, FLORIDA, CONCERNING
ENVIRONMENTALLY ENDANGERED
LAND LOCATED AT 22405 SW 137 AVE,
MIAMI-DADE COUNTY, FLORIDA,
CURRENTLY FOLIO # 30-6914-000-0287.

WHEREAS, the undersigned Owner, Roberta Lovett , hold the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit A, attached hereto, and hereinafter called the “Property,” and

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

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

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

3. **County Inspection and Requests for Curative Action.** As further part of this Covenant, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, shall have the right, upon written notification to the, then, owner of the Property, as reflected in the Property Appraiser's records, to inspect the Property at reasonable times to determine whether the Property is being maintained in the manner required by this Covenant. Should the County determine after such an inspection that some curative action on the Property is necessary in order to preserve the terms of this covenant, the County shall notify the then, owner in writing by Certified Mail, return receipt requested, at the address of record from the Property Appraiser's office, of the particular curative action required and the reasons therefor. The, then, owner shall have the right to appeal such proposed curative action to the Board of County Commissioners by filing a written objection with the Clerk of the Board within thirty (30) days after receipt of written notification of said proposed curative action and the reasons therefor.
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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.
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said hearing. Furthermore, release of this Covenant shall only be made to the Owner upon payment of the deferred tax liability pursuant to Section 25B-17(b) of the Code of Miami-Dade County.

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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 20 day of August, 2020.

WITNESSES:

Sign: Raymond Lovett

Print: Raymond Lovett

Sign: Nicole Lovett

Print: Nicole Lovett

OWNER: Roberta Lovett

Sign: Roberta Lovett

Print: Roberta Lovett

Title: Owner

Address: 24000 SW 142 Ave
Homestead, FL

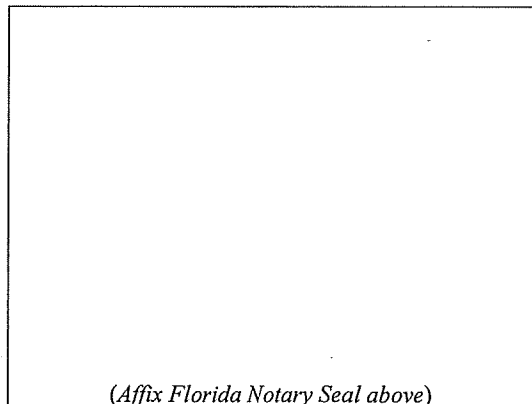
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

☒ physical presence ☐ online notarization this 20 day of August, 20 20.
(date) (month) (year)

by Roberta Lovett
(name of individual swearing or affirming)

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



Barbara E. Lapradd
(Signature of Notary Public)

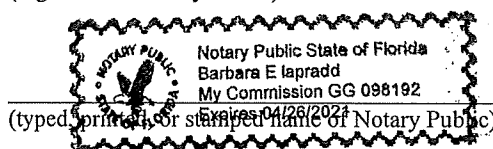


EXHIBIT A

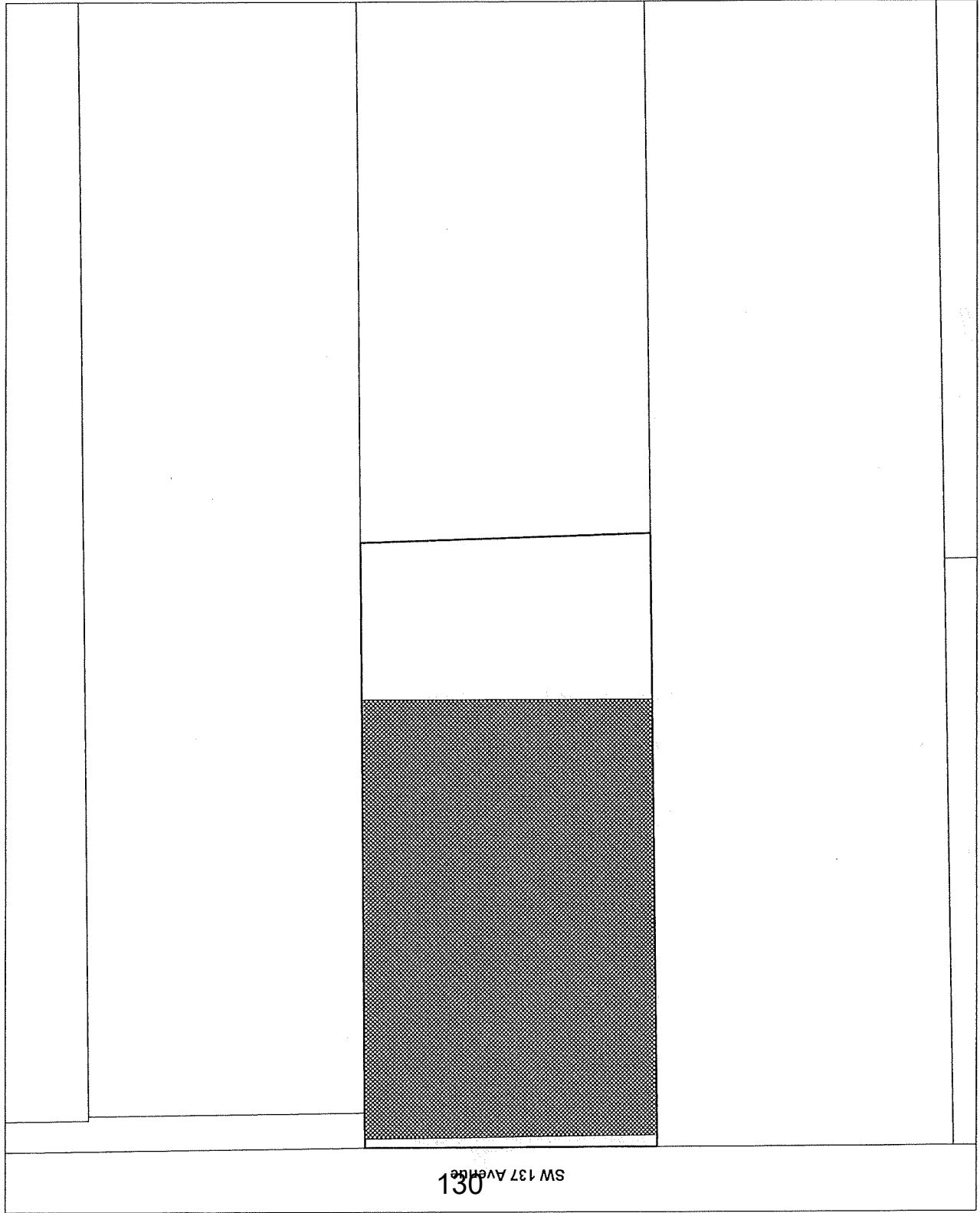
LEGAL DESCRIPTION

Folio Number: 30-6914-000-0287

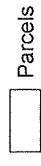
Property Address: 22405 SW 137 AVE, HOMESTEAD, FL 33032

Legal description: 14 56 39 5.1168 AC M/L N ½ OF NW ¼ OF NW ¼ OF
SW ¼ SUBJECT TP NFC REST & EEL COV ON 3.82
AC PER R-1165-10 FAU 30 6914 000

Exhibit B: EEL Boundary on the property of Roberta Lovett
Folio #: 30-6914-000-0287



Legend



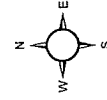
Parcels



Property Boundary



EEL Covenanted Area: 3.824 Acres



Map prepared by C. Stocking
on 07/14/2020

Exhibit C
Pine Rockland Management Plan
for Roberta Lovett

Location: 22405 SW 137TH Avenue, Homestead, Florida 33032

Size: 5.17 acre parcel
3.824 acres qualify for an Environmentally Endangered Lands (EEL) covenant

Folio #: 30-6914-000-0287

Forest Type: Pine Rockland (Currently containing 3.824 acres of county designated Natural Forest Community (NFC).)

Location

The property is located on the west side of SW 134TH Avenue (Talbot Road) and on the east side of SW 137TH Avenue (Lindgren Road) approximately 300 feet south of SW 224TH Street. The site is a developed residential lot outside the urban development boundary (UDB). There is agriculture on the west, north, and east of the parcel. The parcel directly to the south also contains a county-designated Natural Forest Community (NFC) that is currently under an EEL covenant. The property can be accessed via SW 134TH Avenue and via SW 137TH Avenue.

Distance from nearest County-owned Natural Forest Community: ~2,100 feet from Silver Palm Groves Pineland.

Distance from nearest privately-owned Natural Forest Community: ~0 feet, Roberto Moreno (30-6914-000-0300).

Distance from nearest EEL covenant site: ~0 feet, Roberto Moreno (30-6914-000-0300).

Property Information

The property consists of a 3.824 acres of pine rockland which qualify for an EEL covenant. The property is located on the Miami Rock Ridge. The property was designated as a natural forest community (NFC) in 1984 by the Miami-Dade County Board of County Commissioners via Resolution No. R-1764-84 and may be found on Miami-Dade County Natural Forest Community Map 32, T56 R39 S14, parcel C.

Pine rocklands were once South Florida's dominant plant community, occupying about 186,000 acres in the Miami rock ridge, which is a large limestone outcropping that extends south from the Miami River to Everglades National Park. Because of its high elevation, the Miami rock ridge was the first area to be impacted by development. The

clearing of large tracts from development has now reduced pine rocklands to less than 20,000 acres, most of which are now protected inside Everglades National Park. The pine rockland canopy is dominated almost exclusively by slash pines. Beneath this canopy lays a rich understory composed of grasses, sedges, palms, vines, and shrubs of temperate and tropical origin. A sub-climatic community, pine rocklands have depended on fire to keep them from transitioning into hardwood hammocks. Fire exclusion has caused many properties that were formerly pine rockland to either transition into hammock or become invaded by non-native invasive species. This has caused a net loss of biodiversity and the extinction or near extinction of several plant species. Pine rocklands are South Florida's most floristically diverse plant community, including several endemic species found only in this habitat.

Present Condition

Property owners have changed hands within the last few years. Currently Mrs. Lovett has undertaken the effort in maintaining this globally imperiled habitat. The site is currently in good condition and has a high diversity of plant species. However due to the neighboring properties lack of exotic plant maintenance, there are pockets of Burma reed (*Neyraudia reynaudiana*) and Brazilian pepper (*Schinus terebinthifolius*). In 2017 the site had a prescribed burn that resulted in the loss of most of the pines. Since the loss of pines in 2017, Mrs. Lovett has planted back over 100 pine tublings to reestablish the pine population in her pineland. With the continuing efforts of Mrs. Lovett to restore her pineland and the ongoing maintenance of exotics, this pine rockland will continue to heal and thrive in the years to come.

Conclusion

In order to ensure the preservation of this globally imperiled pine rockland, active management is required. While the site does show signs of impacts typical to pine rockland that has been fragmented, it continues to harbor many rare and endangered species. The property is an important connection to other natural areas in the vicinity and allows for an exchange of seeds and wildlife stop overs between these other areas. Future management of this property will center on eliminating the exotic species and increasing the diversity of the hammock.

Ecological Goals:

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

Management Goals:

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

Management Techniques and Schedule:

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

Year 1-5: Hand removal and herbicide treatment of all invasive exotic plant species, and including ornamental species is required by DERM to achieve 3% exotic coverage. Monitor for native plant species recruitment in areas that have been cleared of exotics. Monitor for pine tubing establishment and plant more as necessary.

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

Property Owner: Roberta Lovett
 Folio: 30-6914-000-0287
 Date: December 21, 2018
 DERM Staff: CS & MRod

PLANT SPECIES LIST*

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

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

Scientific Name Common Name Origin/Status

<i>Acalypha chamaedrifolia</i>	Bastard copperleaf	N
<i>Albizia lebeck</i>	Woman's tongue	E/EPPC I
<i>Anemia adiantifolia</i>	Pineland anemia	N
<i>Angadenia berteroi</i>	Pineland allamanda	N/FL threatened
<i>Ardisia elliptica</i>	Shoe-button ardisia	E/EPPC I
<i>Argythamnia blodgettii</i>	Blodgett's silverbush	N/FL threatened
<i>Bidens alba</i>	Spanish needles	N
<i>Byrsonima lucida</i>	Locustberry	N/FL threatened
<i>Callicarpa americana</i>	Beautyberry	N
<i>Chamaecrista fasciculata</i>	Partridge pea	N
<i>Chiococca alba</i>	Snowberry	N
<i>Cissus verticillata</i>	Possum-grape	N
<i>Cnidoscolus stimulosus</i>	Tread softly	N
<i>Coccothrinax argentata</i>	Silver palm	N/FL threatened
<i>Crossopetalum ilicifolium</i>	Quailberry	N/FL threatened
<i>Crotalaria pumila</i>	Low rattlebox	N
<i>Crotalaria spectabilis</i>	Showy rattlebox	E
<i>Croton linearis</i>	Pineland croton	N
<i>Desmodium spp.</i>	Ticktrefoil	N
<i>Dodonaea viscosa</i>	Varnishleaf	N
<i>Forestiera segregata</i>	Florida privet	N
<i>Galium bermudense</i>	Coastal bedstraw	N
<i>Guetarda 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 camara</i>	Shrub verbena	E/EPPC I

<i>Lantana involucrata</i>	Buttonsage	N
<i>Melinis repens</i>	Rose natalgrass	E/EPPC I
<i>Metopium toxiferum</i>	Poison wood	N
<i>Momoridica charantia</i>	Wild balsam-apple	E
<i>Morinda royoc</i>	Mouse's pineapple	N
<i>Myrsine cubana</i>	Myrsine	N
<i>Nephrolepis exalta</i>	Boston fern	N
<i>Neyraudia renaudiana</i>	Burma reed	E/EPPC I
<i>Parthenocissus quinquefolia</i>	Virginia creeper	N
<i>Passiflora suberosa</i>	Corkystem passionflower	N
<i>Phlebodium aureum</i>	Golden polypody	N
<i>Phyllanthus pentaphyllus</i>	Florida five-petalled leafflower	N
<i>Physalis pubescens</i>	Husk potato	N
<i>Phytolacca americana</i>	American pokeweed	N
<i>Pleopeltis polypodioides</i>	Resurrection fern	N
<i>Pteridium caudatum</i>	Lacy bracken fern	N
<i>Quercus pumila</i>	Running oak	N
<i>Quercus virginiana</i>	Live oak	N
<i>Randia aculeata</i>	Randia	N
<i>Rhus copallinum</i>	Southern sumac	N
<i>Rhynchospora floridensis</i>	Florida whitetop	N
<i>Rhynchosia reniformis</i>	Dollarweed	N
<i>Ricinus communis</i>	Casterbean	E/EPPC II
<i>Sabal palmetto</i>	Sabal palm	N
<i>Schefflera terebinthifolia</i>	Umbrella tree	E/EPPC I

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

Robert L. Loret
SIGNATURE

Aug 20, 2020
DATE