

MEMORANDUM

Agenda Item No. 8(L)(2)

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

DATE: November 15, 2022

FROM: Geri Bonzon-Keenan
County Attorney

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

Resolution No. R-1106-22

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



Geri Bonzon-Keenan
County Attorney

GBK/ks

Memorandum



Date: November 15, 2022

To: Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava 
Mayor

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

Executive Summary

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

Recommendation

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

Scope

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

Delegation of Authority

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

Fiscal Impact/Funding Source

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

Track Record / Monitor

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

Background

On December 4, 1979, chapter 25B (Article II) of the Code was approved by the Board under Ordinance No. 79-105. This chapter allows qualifying property owners to voluntarily enter into a 10-year covenant running with the land and in favor of Miami-Dade County with the Board, stipulating that their property will be preserved and maintained in its natural state subject to one or more

conservation restrictions. Additionally, this chapter provides an economic incentive for owners of environmentally endangered lands, such as hammocks and pinelands, who choose to manage their land in a natural state and preserve the natural resource values. Renewals of existing covenants for additional 10-year periods are also available to willing property owners.

There are currently 89 properties with environmentally endangered lands covenants in Miami-Dade County, comprising a total of 378.02 acres. Many of the existing covenanted properties include pine rocklands that once covered 185,000 acres in Miami-Dade County but are now officially designated as globally imperiled habitat. Over 225 native plants inhabit pine rocklands with more than 20% of those species being endemic and 10 species being federally listed as threatened or endangered and at least two other species locally extinct.

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

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

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

New Covenants

Attachment A: Kenneth J. & Kimberly C. Fairman (0.50 acres of tropical hardwood hammock/transitional pine rockland) Folio 20-5012-027-0020 at 10901 SW 60 Avenue, Miami-Dade County

Attachment B: Raymond G. McGuire (0.83 acres of tropical hardwood hammock/pine rockland) Folio 33-5027-000-0110 at 8045 SW 157 Street, Miami-Dade County

Renewal Covenants

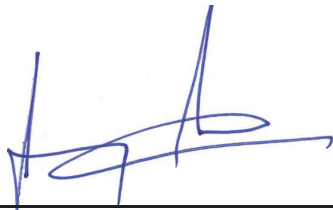
Attachment C: CC Landscaping Warehouse Plus, Inc. (2.69 acres of pine rockland) Folio 30-6812-000-0140 at 20500 SW 177 Avenue, Miami-Dade County

Attachment D: Anne Gorden Vega (0.56 acres of tropical hardwood hammock/pine rockland)
Folio 30-6826-000-0550 at 19505 SW 264 Street, Miami-Dade County

Attachment E: Shirley D. & Richard G. Medlock (2.96 acres of pine rockland) Folio 30-6915-
000-0340 at 14305 SW 222 Street, Miami-Dade County

Attachment F: Ella Bell Trout LE & REM Ray James Trout (2.50 acres of pine rockland)
Folio 30-6924-000-1040 at 23750 SW 125 Avenue, Miami-Dade County

Attachment G: Everglades Alligator Farms, Inc. (175 acres of Freshwater wet prairie) Folio
30-8814-000-0021 at SW 424 Street & SW 192 Avenue, Miami-Dade County



Jimmy Morales
Chief Operations Officer



MEMORANDUM

(Revised)

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

DATE: November 15, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

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

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(L)(2)
11-15-22

RESOLUTION NO. _____ R-1106-22

RESOLUTION ACCEPTING SEVEN 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 seven 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: 20-5012-027-0020 at 10901 SW 60 Avenue, 0.50 acres of tropical hardwood hammock/transitional pine rockland (Attachment A);
2. Folio: 33-5027-000-0110 at 8045 SW 157 Street, 0.83 acres of tropical hardwood hammock/ pine rockland (Attachment B);
3. Folio: 30-6812-000-0140 at 20500 SW 177 Avenue, 2.69 acres of pine rockland (Attachment C);
4. Folio: 30-6826-000-0550 at 19505 SW 264 Street, 0.56 acres of tropical hardwood hammock/ pine rockland (Attachment D);
5. Folio: 30-6915-000-0340 at 14305 SW 222 Street, 2.96 acres of pine rockland (Attachment E);
6. Folio: 30-6924-000-1040 at 23750 SW 125 Avenue, 2.50 acres of pine rockland (Attachment F);
7. Folio: 30-8814-000-0021 at SW 424 Street & SW 192 Avenue, 175 acres of Freshwater wet prairie (Attachment G); and

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

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

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

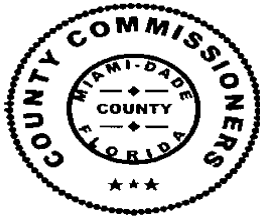
Section 1. This Board hereby accepts the attached covenants and, pursuant to Resolution No. R-974-09, hereby directs the County Mayor or County Mayor's designee to record the aforementioned covenants accepted herein and applicable joinders by mortgagees in the Public Records of Miami-Dade County, Florida.

Section 2. This Board directs the County Mayor or County Mayor's designee to provide recorded copies of the covenants accepted herein and applicable joinders to the Clerk of the Board within 30 days of the effective date of this resolution; directs the Clerk of the Board to attach and permanently store recorded copies of the covenants and applicable joinders together with this resolution; and directs the County Mayor or the County Mayor's designee to forward certified copies of same to the Property Appraiser.

The foregoing resolution was offered by Commissioner **Rebeca Sosa**, 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:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 15th day of November, 2022. 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

Basia Pruna

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Cristina M. Rabionet

ATTACHMENT A

THIS INSTRUMENT PREPARED BY:

Kenneth J. & Kimberly C. Fairman

Mailing address:

10901 SW 60 Avenue

Miami, Florida 33156

COVENANT RUNNING WITH THE
LAND IN FAVOR OF MIAMI-DADE
COUNTY, FLORIDA, CONCERNING
ENVIRONMENTALLY ENDANGERED
LAND LOCATED AT 10901 SW 60
AVENUE, MIAMI-DADE COUNTY,
FLORIDA, CURRENTLY FOLIO # 20-
5012-027-0020.

WHEREAS, the undersigned Owner, Kenneth J. and Kimberly C. Fairman, 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
23 day of August, 2022.

WITNESSES:

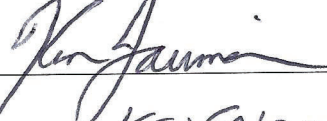
Sign: 

Print: Antonio Solum

Sign: MHL

Print: Mario Hernandez

OWNER: Kenneth J. Fairman

Sign: 

Print: KEN FAIRMAN

Title: OWNER

Address: 10901 SW 60 AVE.
PINECREST FL 33156

WITNESSES:

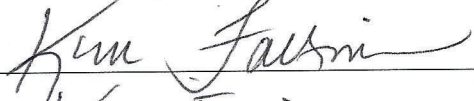
Sign: 

Print: Antonio Solum

Sign: MHL

Print: Mario Hernandez

OWNER: Kimberly C. Fairman

Sign: 

Print: Kim Fairman

Title: Owner

Address: 10901 SW 100 Ave
Pinecrest, FL 33156

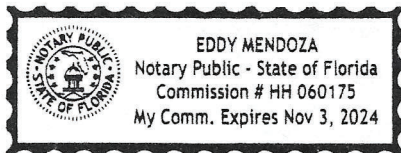
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

☒ physical presence ☐ online notarization this 23 day of August, 2022.
(date) (month) (year)

by Ken Fairman and Kim Fairman
(name(s) of individual swearing or affirming)

Individual identified by: ☐ personal knowledge ☒ satisfactory evidence FL driver license
(type)



(Affix Florida Notary Seal above)

[Signature]
(Signature of Notary Public)

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

EXHIBIT A

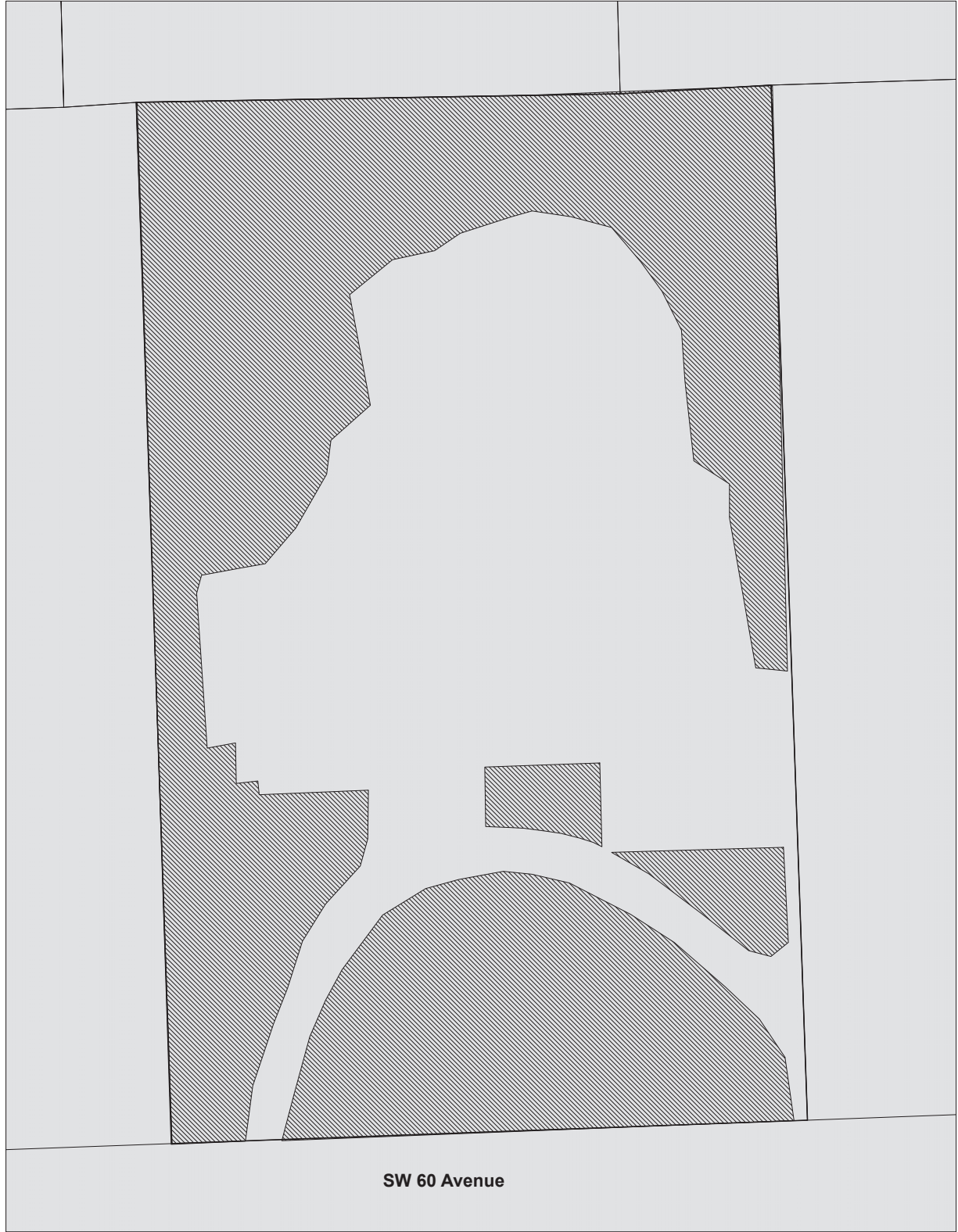
LEGAL DESCRIPTION

Folio Number: 20-5012-027-0020

Property Address: 10901 SW 60 AVENUE, MIAMI, FLORIDA 33156

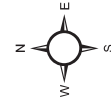
Legal description: LOT 2, FRANSHER SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 70, AT PAGE 42, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

Exhibit B: EEL Covenant Boundary on the property of Kenneth & Kimberly Fairman
Folio: 20-5012-027-0020



Legend

- Parcels
- Property Boundary
- EEL Covenanted Area: 0.50 Acres



Map prepared by C. Stocking
08/01/2022

Exhibit C
Tropical Hardwood Hammock Management Plan
for Kenneth J. & Kimberly C. Fairman

Location: 10901 SW 60 Avenue, Miami, Florida 33156

Size: 0.911 acre parcel
0.500 acres qualify for an Environmentally Endangered Lands (EEL) covenant

Folio #: 20-5012-027-0020

Forest Type: Tropical Hardwood Hammock/Transitional Pine rockland

Location

The property is located at 10901 SW 60 Avenue, 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 Natural Forest Community (NFC) site: ~0.75 miles from R. Hardy Matheson Preserve (folio #: 03-5107-005-0010).

Distance from nearest privately-owned Natural Forest Community (NFC) site: ~1.5 miles from Camp Mahachie (Girl Scout Council of Tropical FLA INC) (folio #: 03-5106-000-0220)

Distance from nearest EEL Covenanted site: ~0.25 miles from Raul and Adele M. Moas (folio #: 20-5012-004-0580)

Property Information

The property consists of a 0.911 acre lot with a residential zoning and residential primary use. The 0.50 acre EEL Covenant qualifying area is a created tropical hardwood hammock with a small created pineland on the west edge of the property, consisting of a few pines and pine rockland associated understory plants. The hammock and pineland habitats were not present on the property in 1984, so property was not designated as a Natural Forest Community (NFC) by the County. However, it is located on the Atlantic Coast Ridge where pine rocklands and tropical hardwoods hammocks were historically located. A historic aerial from 1940 shows what appears to be intact pine rockland throughout the general area.

Tropical hardwood hammocks contain primarily broadleaf and mostly hardwood evergreen trees growing on outcrops of limestone. The closed canopy conditions typically

found in hammocks creates a humid forest interior with low light levels. Under natural conditions this community is rarely subject to fire and forms dense forests in relatively small areas. Hammocks are floristically rich and harbor some of Florida's rarest plants and also serve as habitat for a wide array of animal species. Many of the rare plants harbored by this habitat are fern species found in geologically significant solution holes.

Present Condition

The subject property is currently being used for residential purposes. It is surrounded on all 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 active management and regular planting by the current property owner. The hammock consists of a variety of large, canopy hardwood trees including oaks (*Quercus virginiana*), false tamarinds (*Lysiloma latisiliquum*), and gumbo limbo (*Bursera simaruba*). The subcanopy and understory layers are also diverse with native trees and shrubs, including wild coffee (*Psychotria nervosa*), satinleaf (*Chrysophyllum oliviforme*), black ironwood (*Krugiodendron ferreum*). The piece of planted pine rockland on the property's west edge contains sapling South Florida slash pines (*Pinus elliotii* var. *densa*) and several butterfly & bee attractor species including locust berry (*Brysonima lucida*), firebush (*Hamelia patens*), Florida privet (*Forestiera segregata*), beautyberry (*Callicarpa americana*), and coontie (*Zamia integrifolia*). Several other state-listed threatened and endangered species are found throughout the property. Though some invasive species were observed, active management has limited their spread. They are not currently overtaking any portion of the area that qualifies for the EEL covenant. The plant list outlines the observed species in full.

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 up the diversity of the hammock and pineland areas.

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 throughout the covenanted area.
2. Increase biodiversity with appropriate native plant species, planting if necessary. All plantings are to be approved by the Tree and Forest Resources Section.
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)

Mowing and vehicle traffic within the covenanted area is not allowed.

Year 1-10: Hand removal and herbicide treatment of all invasive exotic plant species, and including ornamental species is required by DERM. Interior exotics should be treated first and work extended out to the perimeters. All exotics should be hand pulled if possible. Follow up herbicide treatments may be needed. The covenanted area shall be maintained to treat exotic plant cover is 3% or less at all times. Heavy machinery is not, under any circumstances or purposes, to be used within any portion of the property that is covered under this covenant. Monitor for native plant species recruitment and planting if necessary to increase the biodiversity of both the hammock area and transitional pineland area.

Property Owner: Kenneth J. & Kimberly C. Fairman
Folio: 20-5012-027-0020
Date: June 28, 2022
DERM Staff: Christina Stocking, Brian Diaz

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>Abrus precatorius</i>	Rosary pea	E/EPPC I
<i>Ardisia escallonioides</i>	Marlberry	N
<i>Asclepias curassavica</i>	Tropical milkweed	E
<i>Bidens alba</i>	Spanish needles	N
Bromeliaceae sp.		E
<i>Bursera simaruba</i>	Gumbo limbo	N
<i>Byrsonima lucida</i>	Locustberry	N/FL threatened
<i>Callicarpa americana</i>	American beautyberry	N
<i>Calyptanthus pallens</i>	Spicewood	N/FL threatened
<i>Calyptanthus zuzygium</i>	Myrtle-of-the-river	N/FL endangered
<i>Chrysobalanus icaco</i>	Cocoplum	N
<i>Chrysophyllum oliviforme</i>	Satin leaf	N/FL threatened
<i>Citharexylum spinosum</i>	Fiddlewood	N
<i>Coccoloba diversifolia</i>	Pigeon plum	N
<i>Coccoloba uvifera</i>	Seagrape	N
<i>Coreopsis leavenworthii</i>	Leavenworth's coreopsis	N
<i>Cynophalla flexuosa</i>	Limber capertree	N
<i>Ernodea littoralis</i>	Golden beach creeper	N
<i>Eugenia axillaris</i>	White stopper	N
<i>Eugenia confusa</i>	Redberry stopper	N/FL endangered
<i>Eugenia foetida</i>	Spanish stopper	N
<i>Eulophia graminea</i>	Chinese crown orchid	E/EPPC II

<i>Euphorbia cyathophora</i>	Paintedleaf	N
<i>Euphorbia graminea</i>	Grassleaf spurge	E
<i>Euphorbia hypericifolia</i>	Graceful sandmat	N
<i>Forestiera segregata</i>	Florida privet	N
<i>Glandularia maritima</i>	Beach verbena	N/FL endangered
<i>Hamelia patens</i> var. <i>patens</i>	Firebush	N
<i>Heterosavia bahamensis</i>	Maidenbush	N/FL endangered
<i>Krugiodendron ferreum</i>	Black ironwood	N
<i>Lantana depressa</i> var. <i>depressa</i>	Pineland lantana	N/FL endangered
<i>Lantana involucrata</i>	Buttonsage	N
<i>Liriope</i> sp.	Lilyturf	E
<i>Lysiloma latisiliquum</i>	Wild tamarind	N
<i>Melaleuca viminalis</i>	Weeping bottlebrush	E/EPPC II
<i>Melochia tomentosa</i>	Wooly pyramidflower	N
<i>Mimosa strigillosa</i>	Sunshine mimosa	N
<i>Myrsianthes fragrans</i>	Simpson's stopper	N/FL threatened
<i>Nephrolepis</i> sp.	Sword fern	N/A
Orchidaceae sp.	Orchid	N/A
<i>Oxalis corniculata</i>	Yellow woodsorrel	N
<i>Oxalis debilis</i> var. <i>corymbosa</i>	Pink woodsorrel	E
<i>Parthenocissus quinquefolia</i>	Virginia creeper	N
<i>Passiflora suberosa</i>	Corksystem passionflower	N
<i>Phyllanthus tenellus</i>	Mascarene island leafflower	E
<i>Phymatosorus grossus</i>	Wart fern	E/EPPC I
<i>Pilea microphylla</i>	Artillery plant	N
<i>Pinus elliottii</i> var. <i>densa</i>	South Florida slash pine	N
<i>Psychotria ligustrifolia</i>	Bahama coffee	N/FL endangered
<i>Psychotria nervosa</i>	Shiny-leaf wild coffee	N
<i>Psychotria tenuifolia</i>	Shortleaf wild coffee	N
<i>Quadrella cynophallophora</i>	Jamaica caper tree	N
<i>Quercus virginiana</i>	Live oak	N
<i>Randia aculeata</i>	White indigoberry	N
<i>Richardia grandiflora</i>	Largeflower Mexican clover	E/EPPC II
<i>Sabal palmetto</i>	Sabal palm	N
<i>Salvia caymanensis</i>	Grand Cayman sage	E
<i>Schinus terebinthifolius</i>	Brazilian pepper	E/EPPC I
<i>Scutellaria havanensis</i>	Havana skullcap	N/FL endangered
<i>Senna ligustrina</i>	Privet senna	N
<i>Serenoa repens</i>	Saw palmetto	N/Commercially exploited

<i>Sideroxylon foetidissimum</i>	False mastic	N
<i>Simarouba glauca</i>	Paradise tree	N
<i>Spermocoe remota</i>	Woodland false buttonweed	N
<i>Stachytarpheta jamaicensis</i>	Blue porterweed	N
<i>Stenotaphrum secundatum</i>	St. Augustinegrass	N
<i>Thelypteris kunthii</i>	Southern shield fern	N
<i>Thrinax radiata</i>	Green thatch palm	N/FL endangered
<i>Tillandsia fasciculata</i>	Cardinal airplant	N/FL endangered
<i>Vallesia antillana</i>	Pearlberry	N/FL endangered
<i>Youngia japonica</i>	Rocketweed	E
<i>Zamia integrifolia</i>	Coontie	N, Commercially exploited
<i>Zanthoxylum fagara</i>	Wild lime	N

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

MANAGEMENT PLAN AGREEMENT (must be signed by all owners)

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


SIGNATURE

08/23/22
DATE

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


SIGNATURE

8/23/22
DATE

Attachment B

THIS INSTRUMENT PREPARED BY:

Raymond G. McGuire

Mailing address:

8045 SW 157 Street

Miami, Florida 33157

COVENANT RUNNING WITH THE
LAND IN FAVOR OF MIAMI-DADE
COUNTY, FLORIDA, CONCERNING
ENVIRONMENTALLY ENDANGERED
LAND LOCATED AT 8045 SW 157 Street,
MIAMI-DADE COUNTY, FLORIDA,
CURRENTLY FOLIO # 33-5027-000-0110.

WHEREAS, the undersigned Owner, Raymond G. McGuire, 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 24th day of AUGUST, 2022.

WITNESSES:

Sign: [Signature]

Print: Ricardo Lopez

Sign: [Signature]

Print: Sheena Ketchers

OWNER: Raymond G. McGuire

Sign: Ray McGuire

Print: Ray McGuire

Title: Owner

Address: 8049 SW 157 St.
Palmetto Bay, FL 33157

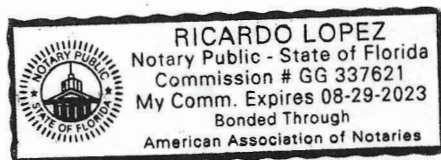
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

☒ physical presence ☐ online notarization this 24th day of AUGUST, 2022.
(date) (month) (year)

by Raymond Glenn McGuire
(name(s) of individual swearing or affirming)

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



(Affix Florida Notary Seal above)

[Signature]
(Signature of Notary Public)

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

EXHIBIT A

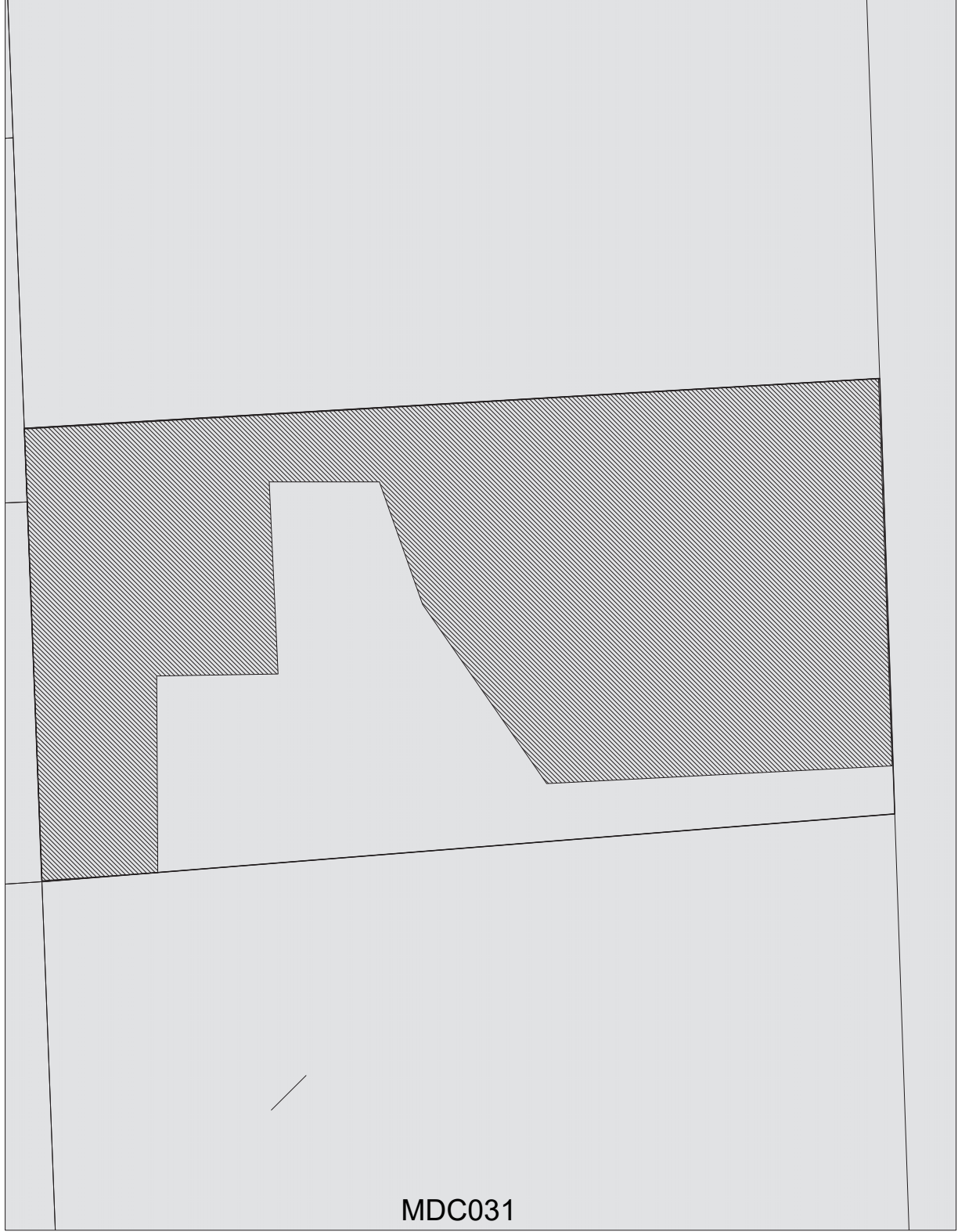
LEGAL DESCRIPTION

Folio Number: 33-5027-000-0110

Property Address: 8045 SW 157 STREET, MIAMI, FLORIDA 33157

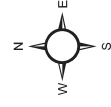
Legal description: WEST 162 FEET OF THE EAST 324 FEET OF THE NORTH ONE-HALF OF THE WEST ONE-HALF OF THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF THE SECTION 27, TOWNSHIP 55 SOUTH, RANGE 40 EAST, LESS THE SOUTH 25 FEET, LYING AND BEING IN DADE COUNTY, FLORIDA.

Exhibit B: EEL Covenant Boundary on the property of Raymond G. McGuire
Folio: 33-5027-000-0110



Legend

-  Parcels
-  Property Boundary
-  EEL Covenanted Area: 0.83 Acres



Map prepared by C. Stocking
on 08/01/2022

Exhibit C

Tropical Hardwood Hammock/Pine Rockland Management Plan for Raymond G. McGuire

Location: 8045 SW 157 Street, Miami-Dade County, Florida 33157

Size: 1.14 acres
0.83 acres of tropical hardwood hammock/ pine rockland qualify for an Environmentally Endangered Lands (EEL) covenant.

Folio #: 33-5027-000-0110

Forest Type: Tropical Hardwood Hammock/Pine Rockland

Location:

The property is located at 8045 SW 157 Street, Miami, Florida 33157. The property is located inside the urban development boundary (UDB) and is surrounded by residential properties.

Distance from nearest County-owned NFC site: ~1.0 miles from The Deering Estate (folio #: 33-5025-004-0010)

Distance from nearest Covenanted NFC site: ~0.5 miles from Coral Reef Park (folio #: 33-5022-000-0750)

Distance from the nearest EEL Covenanted site: ~1.0 miles from The Deering Estate Foundation, Inc. (folio #: 33-5026-000-0230)

Property Information:

The lot consists of 1.14 acres of which 0.83 acres qualify for an EEL Covenant. The covenanted area has a mix of hardwood hammock and pine rockland species throughout. The property is not county designated Natural Forest Community (NFC).

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.

Tropical hardwood hammocks contain primarily broadleaf and mostly hardwood evergreen trees growing on outcrops of limestone. Under natural conditions this community is rarely subject to fire and forms dense forests in relatively small areas, which is what is happening at the subject property. Hammocks are floristically rich and harbor some of Florida's rarest plants and serve also as habitat for a wide arrange of animal species.

Present Condition:

The subject property is currently being used for residential purposes. It is surrounded by other residential properties. There is a single-family home, a driveway and garage onsite nestled into the hammock. The habitat is currently in good condition due the active management the property owner has done over the years, including exotic removal of species like Brazilian pepper (*Schinus terebinthifolius*) and followed with native plantings. The property has a mixed diversity of native plant species associated with both pine rockland and hardwood hammock habitats. The habitat includes several large, canopied trees including live oaks (*Quercus virginiana*), gumbo limbo (*Bursera simaruba*), and strangler fig (*Ficus aurea*). Several large South Florida slash pines (*Pinus elliottii* var. *densa*) are also onsite. The subcanopy and understory layers are a diverse mix of hammock and pine rockland natives including wild coffee (*Psychotria nervosa*), saw palmetto (*Serenoa repens*), and hammock snowberry (*Chiococca alba*), to name a few. Some of the understory is sparsely vegetated, allowing for the establishment of native pineland herbaceous plants.

Several state-listed threatened, endangered, and commercially exploited species were observed throughout the habitat, representing both hammock and pineland ecosystems. The substrate of the property is mostly intact, with substantial amounts of exposed limestone. Minimal invasive species were observed but mostly found on the edges of the property. Of particular note is the presence of large tropical almond (*Terminalia catappa*), a category II invasive species, alongside the driveway which is outside of the covenanted area. The plant list outlines the observed species including observations made by the property owner.

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 covenanted area.

Ecological Goals:

1. Eliminate invasive exotic species and exotic ornamentals from covenanted areas.
2. Maintain and preserve herbaceous pine rockland plant species and herbaceous hammock species.
3. Promote regeneration and growth of native pineland species to maintain the site's biodiversity.
4. Provide suitable habitat for native wildlife.

Management Goals:

1. Eliminate/maintain exotic plant species from interior of pineland to achieve less than 3% exotic cover.
2. Reduce native and exotic vine cover throughout the property and thin the understory to promote and preserve herbaceous pine rockland plant species.
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 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 to eradicate invasive plants species. Retreat any re-sprouting or recolonizing invasive exotic plants. Maintain 3% or less exotic cover. Monitor native plants for recolonization and health, planting as necessary. All plantings must be approved by the Tree and Forest Resources Section. Submission of a yearly report listing all management practices and treatment activities conducted within the covenanted area.

Property Owner: Raymond G. McGuire
Folio: 33-5027-000-0110
Date: March 23, 2022
DERM Staff: Christina Stocking, Brian Diaz

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>Abrus precatorius</i>	Rosary pea	E/EPPC I
<i>Acalypha chamaedrifolia</i>	Bastard copperleaf	E
<i>Aechmea orlandiana</i>	Ornamental bromeliad	E
<i>Albizia lebeck</i>	Woman's tongue	E/EPPC I
<i>Alpinia zerumbet</i>	Shell ginger	E
<i>Amorpha herbacea</i> var. <i>crenulate</i>	Crenulate leadplant	N/FL endangered
<i>Ananas comosus</i>	Pineapple	E
<i>Angadenia berteroi</i>	Pineland allamanda	N/FL threatened
<i>Annona montana</i>	Mountain soursop	E
<i>Ardisia elliptica</i>	Shoebutton	E/EPPC I
<i>Ardisia escallonioides</i>	Marlberry	N
<i>Argemone mexicana</i>	Mexican pricklypoppy	N
<i>Asclepias lanceolata</i>	Fewflower milkweed	N
<i>Baccharis glomeruliflora</i>	Silverling	N
<i>Bauhinia aculeata</i>	White orchidtree	E
<i>Bidens alba</i>	Spanish needles	N
<i>Bixa orellana</i>	Lipstick tree	E
<i>Bourreria cassinifolia</i>	Rough strongback	N/FL endangered
<i>Bourreria succulenta</i>	Bahama strongback	N/FL endangered
<i>Breynia disticha</i>	Snowbush	E
<i>Bursera simaruba</i>	Gumbo limbo	N

<i>Byrsonima lucida</i>	Locustberry	N/FL threatened
<i>Callicarpa americana</i>	American beautyberry	N
<i>Canella winterana</i>	Cinnamon bark	N/FL endangered
<i>Chamaecrista nictitans</i>	Sensitive pea	N
<i>Chiococca alba</i>	Hammock snowberry	N
<i>Chrysalidocarpus lutescens</i>	Areca palm	E
<i>Chrysobalanus icaco</i>	Cocoplum	N
<i>Chrysophyllum oliviforme</i>	Satin leaf	N/FL threatened
<i>Citharexylum spinosum</i>	Fiddlewood	N
<i>Coccoloba diversifolia</i>	Pigeon plum	N
<i>Coccoloba uvifera</i>	Seagrape	N
<i>Coccothrinax argentata</i>	Silver palm	N/FL threatened
<i>Codiaeum variegatum</i>	Variegated croton	E
<i>Conocarpus erectus</i>	Silver buttonwood	N
<i>Cordia sebestena</i>	Orange geigertree	N
<i>Coreopsis leavenworthii</i>	Leavenworth's coreopsis	N
<i>Crossopetalum ilicifolium</i>	Quailberry	N/FL threatened
<i>Crotalaria pallida</i>	Smooth rattlebox	N
<i>Croton linearis</i>	Pineland croton	N
<i>Delonix regia</i>	Royal poinciana	E
<i>Desmodium sp.</i>	Beggar's ticks	N/A
<i>Dodonaea viscosa</i>	Varnishleaf	N
<i>Eugenia axillaris</i>	White stopper	N
<i>Euphorbia cyathophora</i>	Paintedleaf	N
<i>Euphorbia heterophylla</i>	Fiddler's spurge	N
<i>Euphorbia hypericifolia</i>	Graceful sandmat	N
<i>Gymnanthes lucida</i>	Crabwood	N
<i>Malpighia emarginata</i>	Barbados cherry	E
<i>Malvaviscus arboreus</i>	Wax mallow	E
<i>Metopium toxiferum</i>	Poisonwood	N
<i>Momordica charantia</i>	Balsam pear	E/EPPC II
<i>Morinda royoc</i>	Mouse's pineapple	N
<i>Nectandra coriacea</i>	Lancewood	N
<i>Nephrolepis biserrata</i>	Giant sword fern	N/FL threatened
<i>Nephrolepis exaltata</i>	Wild Boston fern	N
<i>Oeceoclades maculate</i>	Chinese monk orchid	E
<i>Opuntia humifusa</i>	Pricklypear cactus	N
<i>Parthenocissus quinquefolia</i>	Virginia creeper	N
<i>Passiflora incarnata</i>	Maypop	N
<i>Passiflora suberosa</i>	Corkystem passionflower	N

<i>Pentalinon luteum</i>	Wild-allamanda	N
<i>Phymatosorus grossus</i>	Wart fern	E/EPPC I
<i>Physalis walteri</i>	Walter's groundcherry	N
<i>Pinus elliottii</i> var. <i>densa</i>	South Florida slash pine	N
<i>Pithecellobium keyense</i>	Florida Keys blackbead	N/FL threatened
<i>Pleopeltis polypodioides</i>	Resurrection fern	N
<i>Psychotria nervosa</i>	Shiny-leaf wild coffee	N
<i>Quadrella cynophallophora</i>	Jamaica caper tree	N
<i>Quercus pumila</i>	Running oak	N
<i>Quercus virginiana</i>	Virginia live oak	N
<i>Randia aculeata</i>	White indigoberry	N
<i>Rhus copallinum</i>	Winged sumac	N
<i>Rhynchospora floridensis</i>	Whitetop sedge	N
<i>Roystonea regia</i>	Royal palm	N/FL endangered
<i>Sabal palmetto</i>	Sabal palm	N
<i>Sambucus nigra</i>	Elderberry	N
<i>Sansevieria trifasciata</i>	Snakeplant	E
<i>Saururus cernuus</i>	Lizard tail	N
<i>Schinus terebinthifolius</i>	Brazilian pepper	E/EPPC I
<i>Senna ligustrina</i>	Privet senna	N
<i>Senna mexicana</i> var. <i>chapmanii</i>	Bahama senna	N/FL threatened
<i>Serenoa repens</i>	Saw palmetto	N/Commercially exploited
<i>Sideroxylon salicifolium</i>	Willow bustic	N
<i>Simarouba glauca</i>	Paradise tree	N
<i>Smilax laurifolia</i>	Catbrier	N
<i>Solanum americanum</i>	American nightshade	N
<i>Spathodea campanulata</i>	African tuliptree	E
<i>Stachytarpheta jamaicensis</i>	Blue porterweed	N
<i>Stenandrium dulce</i>	Pinklet	N
<i>Swietenia mahagoni</i>	Mahogany	N/FL threatened
<i>Syagrus romanzoffiana</i>	Queen palm	E/EPPC II
<i>Tabebuia heterophylla</i>	White-cedar	E
<i>Tephrosia florida</i>	Florida hoarypea	N
<i>Terminalia cattapa</i>	Tropical almond	E/EPPC II
<i>Tetrazygia bicolor</i>	West Indian lilac	N/FL threatened
<i>Tillandsia fasciculata</i>	Cardinal airplant	N/FL endangered
<i>Tillandsia recurvata</i>	Ballmoss	N
<i>Tillandsia usneoides</i>	Spanish moss	N
<i>Toxicodendron radicans</i>	Poison ivy	N

<i>Tradescantia spathacea</i>	Oysterplant	E/EPPC II
<i>Tripsacum floridanum</i>	Florida gamagrass	N/FL threatened
<i>Varronia bullata</i> subsp. <i>humilis</i>	Butterflybush	N/FL endangered
<i>Verbena brasiliensis</i>	Brazilian vervain	E
<i>Yucca aloifolia</i>	Spanish bayonet	N
<i>Zamia furfuracea</i>	Cardboard palm	E
<i>Zamia integrifolia</i>	Coontie	N, Commercially exploited

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

MANAGEMENT PLAN AGREEMENT

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

Raymond G. McGuire
SIGNATURE

8/29/2022
DATE

ATTACHMENT C

THIS INSTRUMENT PREPARED BY:

CC Landscaping Warehouse Plus, Inc.

Mailing address:

16100 E State RD 64 E

Bradenton, Florida 34212

COVENANT RUNNING WITH THE
LAND IN FAVOR OF MIAMI-DADE
COUNTY, FLORIDA, CONCERNING
ENVIRONMENTALLY ENDANGERED
LAND LOCATED AT 20500 SW 177
AVENUE, MIAMI-DADE COUNTY,
FLORIDA, CURRENTLY FOLIO # 30-
6812-000-0140.

WHEREAS, the undersigned Owner, CC Landscaping Warehouse Plus, Inc., 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 6 day of October, 2022.

WITNESSES:

Sign: [Signature]

Print: David Delgado

Sign: [Signature]

Print: Chantel Chargu

OWNER: CC Landscaping Warehouse Plus, Inc.

Sign: ISAAC Hayes

Print: Isaac Hayes

Title: Vice - President, Owner

Address: 17350 SW 236 Street
Homestead, FL 33031

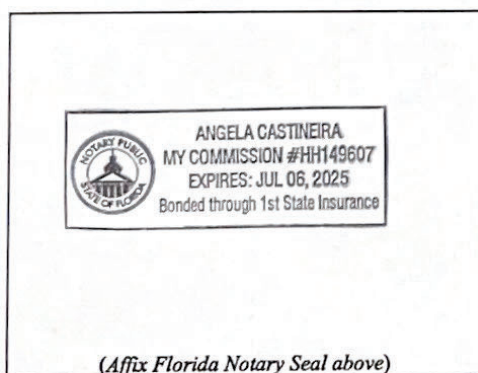
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

☒ physical presence ☐ online notarization this 6 day of October, 2022.
(date) (month) (year)

by Isaac Hayes
(name(s) of individual swearing or affirming)

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



[Signature]
(Signature of Notary Public)

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

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this
22 day of September, 2022.

WITNESSES:

Sign:

Print:

Sign:

Print:

OWNER: CC Landscaping Warehouse Plus, Inc.

Sign:

Print:

Title:

Address:

WITNESSES:

Sign:

Print:

Sign:

Print:

OWNER: CC Landscaping Warehouse Plus, Inc.

Sign:

Print:

Title:

Address:

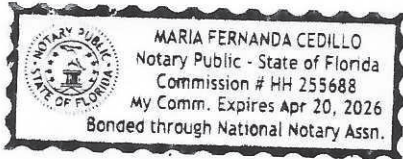
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

☒ physical presence ☐ online notarization this 22 day of September, 2022.
(date) (month) (year)

by Ernesto Cordero
(name(s) of individual swearing or affirming)

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



(Affix Florida Notary Seal above)

Maria Fernanda Cedillo
(Signature of Notary Public)

Maria Fernanda Cedillo
(typed, printed, or stamped name of Notary Public)

EXHIBIT A

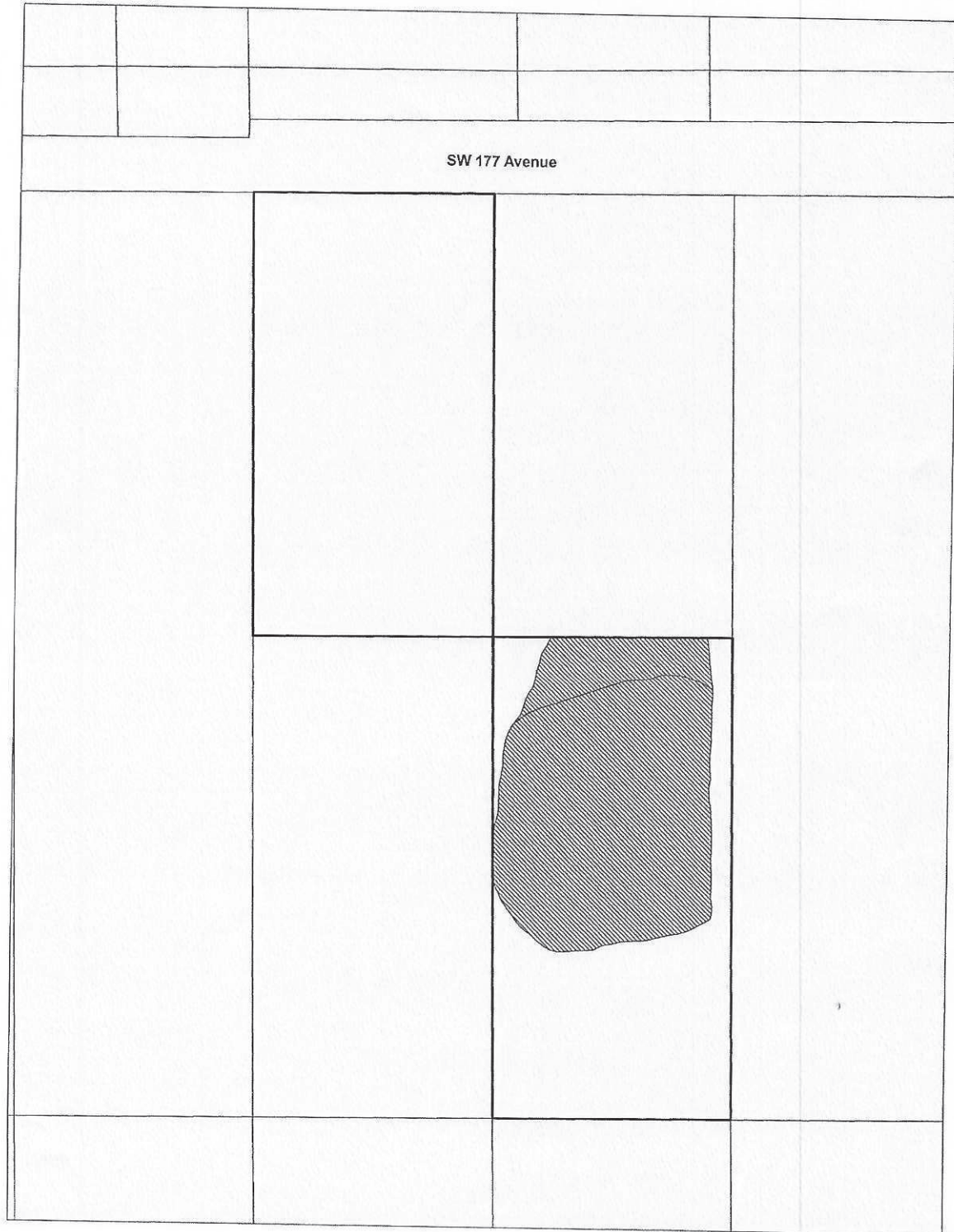
LEGAL DESCRIPTION

Folio Number: 30-6812-000-0140

Property Address: 20500 SW 177 AVENUE, MIAMI, FLORIDA 33031

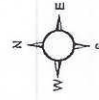
Legal description: THE NORTH ½ OF THE SOUTHEAST ¼ OF THE
NORTHEAST ¼ OF SECTION 12, TOWNSHIP 56
SOUTH, RANGE 38 EAST, LYING AND BEING IN
MIAMI-DADE COUNTY, FLORIDA EXCEPTING
THEREFROM THE PORTION THEREOF CONVEYED
TO DADE COUNTY BY DEED RECORDED ON MAY
18, 1990, IN OFFICIAL RECORDS BOOK 14552, PAGE
1984, OF THE PUBLIC RECORDS OF MIAMI-DADE
COUNTY, FLORIDA, ALSO EXCEPTING
THEREFROM THE EAST 62.5 FEET OF THE SOUTH
104.4 FEET THEREOF.

EXHIBIT B: EEL Covenant Boundary on the property of CC Landscaping Warehouse Plus, Inc.
 Folio: 30-6812-000-0140



Legend

-  Parcels
-  Property Boundary
-  EEL Covenant Area: 2.69 Acres



Map prepared by C. Stocking
 on 08/01/2022

Exhibit C
Pine Rockland Management Plan
for CC Landscaping Warehouse Plus, Inc.

Location: 20500 SW 177 Ave., Miami-Dade County, Florida.

Size: 9.62 acre parcel
2.69 acres qualify for an Environmentally Endangered Lands (EEL) covenant

Folios #: 30-6812-000-0140

Forest Type: Pine Rockland

Location

The property is located on the north side of SW 208th Street, west of SW 177th Avenue. The site is an agricultural property (nursery) outside the urban development boundary (UDB) and it is bordered by agriculture on all sides. This property is a county-designated Natural Forest Community (NFC). The property can be accessed via SW 177th Avenue.

Distance from nearest County-owned Natural Forest Community (NFC) site: ~2 miles from Castellow Hammock (folio #: 30-6917-000-0040)

Distance from nearest privately-owned Natural Forest Community (NFC) site: ~924 feet from Marshall F. Hall (folio #: 30-6907-000-0190)

Distance from nearest EEL Covenanted site: ~1.3 miles from Steven & Ethel Hurst (folio #: 30-6811-000-0180)

Property Information

The property consists of 2.69 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 NFC in 1984 by the Miami-Dade County Board of County Commissioners, via Resolution No. R-1764-84 and may be found on Miami-Dade County Natural Forest Community Map 30, T56 R38 S12, parcel B. NFCs are protected and regulated via Section 24-49 of the Code of Miami-Dade County.

Pine rocklands were once South Florida's dominant plant community, occupying about 186,000 acres along the Miami rock ridge, which is a large limestone outcropping that extends south from the Miami River to Everglades National Park. Because of its high elevation, the Miami rock ridge was the first area to be impacted by development. The clearing of large tracts for development has now reduced pine rocklands to about 20,000 acres, most of which are now protected inside Everglades National Park. The pine

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

Present Condition

The current biological condition of Management Area B can be classified as poor to average with relatively low diversity. This can be attributed mostly to perimeter impacts to the site resulting in exotics such as Cane Grass (*Neyraudia reynaudiana*) and ruderal species such as Spanish Needles (*Bidens alba* var. *radiata*), which the property owners have been attempting to control over several years. The interior of the site contains the best biodiversity, including the Florida listed threatened species West Indian Lilac (*Tetrazygia bicolor*).

Management Area A was planted with Slash Pine (*Pinus elliottii* var. *densa*) and Live Oak (*Quercus virginiana*) trees in an effort to restore the eastern edge of the natural area. However, this area has been periodically mowed to suppress exotic growth and lacks a healthy native understory. Mowing activities in this area will need to gradually cease, and the area planted with native pine rockland plants and grasses such as, but limited to, Coontie (*Zamia pumila*), Saw Palmetto (*Serenoa repens*), Sabal Palms (*Sabal palmetto*), Florida Silver Palms (*Coccothrinax argentata*), Pineland Snowberry (*Chiococca parvifolia*), Lopsided Indian Grass (*Sorghastrum secundum*), and Elliot's Love Grass (*Eragrostis elliottii*).

Conclusion

Overall, the site is in average condition and will continue to improve with future management efforts encouraged and supported by the EEL covenant. Future management of this property will center on eliminating invasive exotics and vine control, as well as the replanting of native pine rockland species. Continued selective hardwood control is also needed if prescribed burning this area is not feasible.

Ecological Goals

1. Increase plant biodiversity.
2. Maintain and increase pine rockland plant species.
3. Remove and control exotic plants.
4. Provide habitat for native wildlife.

Management Goals

1. Eliminate invasive exotic plants to ensure less than 5% exotic coverage within the EEL covenanted area.
2. Increase biodiversity with appropriate native plant species.
3. Control hardwoods in the pine rockland.
4. Control native ruderal plants and vines.
5. Allow natural regeneration of native plants.

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

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 1-3: 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 seedling establishment and plant more as necessary. Prescribed burn if available.

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. Continue monitoring for native plant species recruitment. Prescribe burn the covenanted area if not yet achieved in the previous 1-3 years

PLANT SPECIES LIST*

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

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

<u>Scientific Name</u>	<u>Common Name</u>	<u>Origin/Status</u>
<i>Abrus precatorius</i>	rosary pea	E / EPPC (I)
<i>Albizia lebbek</i>	woman's tongue	E / EPPC (I)
<i>Angadenia berteroi</i>	pineland allamanda	N / FL threatened
<i>Ardisia elliptica</i>	shoebutton	E / EPPC (I)
<i>Ayenia euphrasiifolia</i>	eyebright ayenia	N
<i>Bidens alba</i> var. <i>radiata</i>	Spanish needles	N
<i>Bursera simaruba</i>	gumbo limbo	N
<i>Chamaecrista deeringiana</i>	Deering partridge pea	N
<i>Chiococca parvifolia</i>	pineland snowberry	N
<i>Crotalaria pumila</i>	low rattlebox	N
<i>Flacourtia indica</i>	governor's plum	E / EPPC (II)
<i>Galactia smallii</i>	Small's milkpea	N/ FL endangered
<i>Galium hispidulum</i>	coastal bedstraw	N
<i>Lantana camara</i>	shrub verbena	E / EPPC (I)
<i>Lantana involucrata</i>	buttonsage	N
<i>Leucaena leucocephala</i>	leadtree	E / EPPC (II)
<i>Mangifera indica</i>	mango	E
<i>Melinis repens</i>	rose natalgrass	E / EPPC (I)
<i>Morinda royoc</i>	cheese shrub	N
<i>Myrsine floridana</i>	myrsine	N
<i>Nephrolepis exaltata</i>	boston fern	N
<i>Neyraudia reynaudiana</i>	Burma reed	E / EPPC (I)
<i>Parthenocissus quinquefolia</i>	Virginia creeper	N
<i>Passiflora suberosa</i>	corky stem passionflower	N
<i>Pennisetum purpureum</i>	napier grass	E / EPPC (I)
<i>Phyllanthus pentaphyllus</i>	fivepetal leafflower	N
<i>Pinus elliottii</i> var. <i>densa</i>	South Florida slash pine	N
<i>Poinsettia cyathophora</i>	painted leaf	N
<i>Psidium guajava</i>	guava	E / EPPC (I)
<i>Quercus pumila</i>	running oak	N
<i>Quercus virginiana</i>	live oak	N
<i>Rhus copallinum</i>	winged sumac	N

Rhynchospora colorata
Sabal palmetto
Schinus terebinthifolia
Serenoa repens
Smilax auriculata
Tetrazygia bicolor
Toxicodendron radicans
Tradescantia spathacea
Urena lobata
Vitis rotundifolia
Zamia pumila
Banana Tree

white top sedge	N
cabbage palm	N
Brazilian pepper	E / EPPC (I)
saw palmetto	N
earleaf greenbrier	N
West Indian lilac	N / FL threatened
poision ivy	N
oyster plant	E / EPPC (II)
Caesar's weed	E / EPPC (II)
muscadine grapevine	N
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, Ernesto Conders hereby certify that I have read and understood this management plan, and agree to follow its management recommendations.

SIGNATURE

09-22-2022
DATE

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

ISAAC Hayer
SIGNATURE

09/22/22
DATE

Attachment D

THIS INSTRUMENT PREPARED BY:

Anne Gorden Vega

Mailing address:

19505 SW 264 Street

Miami, Florida 33031

COVENANT RUNNING WITH THE
LAND IN FAVOR OF MIAMI-DADE
COUNTY, FLORIDA, CONCERNING
ENVIRONMENTALLY ENDANGERED
LAND LOCATED AT 19505 SW 264
STREET, MIAMI-DADE COUNTY,
FLORIDA, CURRENTLY FOLIO # 30-
6826-000-0550.

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

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

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

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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.

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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 14 day of September, 2022.

WITNESSES:

Sign: [Signature]

Print: Carmen A. Otero

Sign: [Signature]

Print: Alma Rincon

OWNER: Anne Gorden Vega

Sign: [Signature]

Print: ANNE GORDEN-VEGA

Title: OWNER

Address: 19505 SW 264 ST
HOUSTEAD, FL 33031

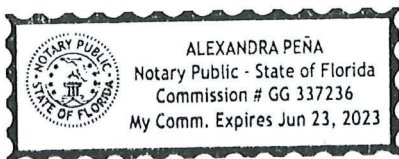
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

☒ physical presence ☐ online notarization this 14 day of September 2022.
(date) (month) (year)

by Anne Gorden Vega
(name(s) of individual swearing or affirming)

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



(Affix Florida Notary Seal above)

[Signature]
(Signature of Notary Public)

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

EXHIBIT A

LEGAL DESCRIPTION

Folio Number: 30-6826-000-0550

Property Address: 19505 SW 264 STREET, MIAMI, FLORIDA 33031

Legal description: THE EAST 156 FEET OF THE SOUTH $\frac{1}{2}$ OF THE
SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$, LESS THE
SOUTH 40 FEET THEREOF, OF SECTION 26,
TOWNSHIP 56 SOUTH, RANGE 38 EAST, LYING AND
BEING IN MIAMI-DADE COUNTY, FLORIDA.

Exhibit B: EEL Covenant Boundary on the property of Anne Gorden Vega
Folio: 30-6826-000-0550



Map prepared by C. Stocking
on 08/10/2022

Exhibit C
Management Plan
for Anne Gorden Vega

Location: 19505 SW 264 Street, Miami-Dade County, Florida.

Size: 1.04 acre parcel
0.56 acres qualify for an Environmentally Endangered Lands (EEL) covenant

Folio #: 30-6826-000-0550

Forest Type: Pine Rockland/Hardwood Hammock

Location

The property is located on the north side of SW 264 Street, east of SW 197 Avenue. The site is a developed residential lot outside the urban development boundary (UDB) and it is bordered by residential properties and agriculture. This property, as well as the property to the north, is county-designated Natural Forest Community (NFC). The property can be accessed via SW 264 Street.

Distance from nearest County-owned Natural Forest Community (NFC) site: ~1.3 mile from West Biscayne Pineland (folio #: 30-7802-000-0080)

Distance from nearest privately-owned Natural Forest Community (NFC) site: ~700 feet from Elena & Jeremy Sweet (folio #: 30-6826-000-0480)

Distance from nearest EEL Covenanted site: ~700 feet from Elena & Jeremy Sweet (folio #: 30-6826-000-0480)

Property Information

The property consists of a single-family home and driveway that are bordered on the north and west by 0.56 acres of pine rockland and hardwood hammock which qualify for an EEL covenant. The property was designated as a Natural Forest Community (NFC) in 1984 by the Miami-Dade County Board of County Commissioners, via Resolution No. R-1764-84 and may be found on Miami-Dade County Natural Forest Community Map 31, T56 R38 S26, parcel A. NFCs are protected and regulated via Section 24-49 of the Code of Miami-Dade County.

Pine rocklands were once South Florida's dominant plant community, occupying about 186,000 acres along the Miami rock ridge, which is a large limestone outcropping that

extends south from the Miami River to Everglades National Park. Because of its high elevation, the Miami rock ridge was the first area to be impacted by development. The clearing of large tracts for development has now reduced pine rocklands to about 20,000 acres, most of which are now protected inside Everglades National Park. The pine rockland canopy is dominated almost exclusively by slash pines. Beneath this canopy lays a rich understory composed of grasses, sedges, palms, vines, shrubs and wildflowers of temperate and tropical origin, many of which are listed as endangered or threatened. A sub-climatic community, pine rocklands have depended on fire to keep them from transitioning into hardwood hammocks. Fire exclusion has caused many properties that were formerly pine rockland to either transition into hammock or become invaded by non-native invasive species. This has caused a net loss of biodiversity and the extinction or near extinction of several rare and unique plant species. Pine rocklands are South Florida's most floristically diverse plant community and contain several endemic species that are found nowhere else in the world. For this reason, the Florida Natural Areas Inventory (FNAI) classifies pine rocklands as globally imperiled. The implementation of this management plan helps reduce exotic plant infestations and also maintains and re-establishes federally and State listed plant species within Miami-Dade County, both of which are stated as objectives in CON-8 of the Miami-Dade County Comprehensive Development Master Plan (CDMP).

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 vegetation within the EEL covenanted area can be classified as pine rockland on the northernmost section of the property, and hardwood hammock, primarily located in the strip west of the residence and along to the north of the residence.

The pine rockland area was planted with Slash Pine (*Pinus elliottii* var. *densa*) trees after Hurricane Andrew. These trees are approximately 15 feet tall and are dropping pine needle duff that is helping to suppress the growth of exotics. State listed threatened species observed onsite include Silver Palm (*Coccothrinax argentata*), Satinleaf (*Chrysophyllum oliviforme*), Joewood (*Jacquinia keyensis*), West Indian Lilac (*Tetrazygia bicolor*), and Florida Keys Noseburn (*Tragia saxicola*). The area does have a bit of exotic infestation, primarily Jasmine vines (*Jasminum spp.*), Rose Natal Grass (*Melinis repens*), Brazilian Pepper (*Schinus terebinthifolius*), and Rosary Pea (*Abrus precatorius*), which are encroaching from the neighboring properties. A portion of this area is open and comprised of a mixture of grasses, ruderal natives and some rare herbaceous plants. The oolite substrate in this area is intact.

The hardwood hammock areas are comprised of native hardwoods such as Satinleaf and Oaks (*Quercus virginiana*), with an understory containing natives such as Wild Coffee (*Psychotria nervosa*) and Coontie (*Zamia integrifolia*), as well as ruderals.

Conclusion

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

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

Ecological Goals:

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

Management Goals:

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

Management Techniques and Schedule:

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

Year 1-3: Hand removal and herbicide treatment of all exotic plant species

to achieve 3% or less exotic coverage. Continue to monitor for native plant species recruitment, planting if necessary. All plantings must be approved by DERM's Tree and Forest Resources Section. Perform a prescribed burn in appropriate areas if possible.

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. Continue monitoring for native plant species recruitment. Perform a prescribed burn in appropriate areas if possible.

Property Owner: Anne Gorden Vega
Folio: 30-6826-000-0550
Date: April 28, 2022
DERM Staff: C. Stocking & M. Leon

PLANT SPECIES LIST*

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

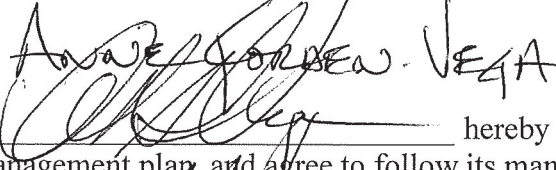
N	native to South Florida
R	ruderal
FL endangered	listed as an endangered species in the state of Florida
FL threatened	listed as a threatened species in the state of Florida
E	exotic to South Florida
EPPC I	category I as per Florida Exotic Pest Plant Council (most invasive)
EPPC II	category II as per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

<u>Scientific Name</u>	<u>Common Name</u>	<u>Origin/Status</u>
<i>Abrus precatorius</i>	Rosary-pea	E / EPPC (I)
<i>Albizia lebbbeck</i>	Woman's Tongue	E / EPPC (I)
<i>Ardisia elliptica</i>	Shoe-button Ardisia	E / EPPC (I)
<i>Bidens alba</i> var. <i>radiata</i>	Spanish-needles	N
<i>Busera simaruba</i>	Gumbo limbo	N
<i>Catharanthus roseus</i>	Periwinkle	E
<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>Erythrina herbacea</i>	Coralbean	N
<i>Ficus aurea</i>	Strangler Fig	N
<i>Forestiera segregata</i>	Florida privet	N
<i>Galactia spp.</i>	Milk-pea	N
<i>Hamilia patens</i>	Firebush	N
<i>Jacquinia keyensis</i>	Joewood	N / FL threatened

<i>Jasminum dichotomum</i>	Gold Coast jasmine	E / EPPC (I)
<i>Jasminum fluminense</i>	Brazilian jasmine	E / EPPC (I)
<i>Lantana camara</i>	Shrub verbena	E
<i>Lantana involucrata</i>	Wild sage	N
<i>Melinis repens</i>	Rose natalgrass	E / EPPC (I)
<i>Metopium toxiferum</i>	Poisonwood	N
<i>Morinda royoc</i>	Cheese-weed	N
<i>Myrsine cubana</i>	Myrsine	N
<i>Parthenocissus quinquefolia</i>	Virginia creeper	N
<i>Pinus elliottii</i> var. <i>densa</i>	Slash Pine	N
<i>Psychotria nervosa</i>	Wild coffee	N
<i>Pteridium caudatum</i>	Lacy bracken fern	N
<i>Quercus virginiana</i>	Live Oak	N
<i>Randia aculeata</i>	White indigoberry	N
<i>Rhus copallinum</i>	Winged sumac	N
<i>Richardia brasiliensis</i>	Mexican clover	E
<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>Senna ligustrina</i>	privet senna	N
<i>Serenoa repens</i>	Saw Palmetto	N
<i>Stachytarpheta jamaicensis</i>	Blue porterweed	N
<i>Stenotaphrum secundatum</i>	St. Augustine grass	E
<i>Syngonium angustatum</i>	Arrowhead vine	E / EPPC (I)
<i>Tamarindus indica</i>	Tamarind	E
<i>Tetrazygia bicolor</i>	West Indian lilac	N / FL threatened
<i>Tragia saxicola</i>	Florida Keys	N / FL threatened
<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,  hereby certify that I have read and understood this management plan, and agree to follow its management recommendations.

SIGNATURE

DATE

9/14/22

Attachment E

THIS INSTRUMENT PREPARED BY:

Shirley D. & Richard G. Medlock

Mailing address:

14305 SW 222 Street

Miami, Florida 33170

COVENANT RUNNING WITH THE
LAND IN FAVOR OF MIAMI-DADE
COUNTY, FLORIDA, CONCERNING
ENVIRONMENTALLY ENDANGERED
LAND LOCATED AT 14305 SW 222
STREET, MIAMI-DADE COUNTY,
FLORIDA, CURRENTLY FOLIO # 30-
6915-000-0340.

WHEREAS, the undersigned Owner, Shirley D. and Richard G. Medlock, 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
16 day of September, 2022.

WITNESSES:

Sign: Nancy Rubin

Print: NANCY RUBIN

Sign: [Signature]

Print: JUAN ARANDAS

OWNER: Shirley D. Medlock

Sign: Shirley Drevch Medlock

Print: Shirley Drevch Medlock

Title: owner

Address: 14305 SW 222 St
MIAMI, FL 33170

WITNESSES:

Sign: Nancy Rubin

Print: NANCY RUBIN

Sign: [Signature]

Print: JUAN ARANDAS

OWNER: Richard G. Medlock

Sign: [Signature]

Print: RICHARD G. MEDLOCK

Title: owner

Address: 14305 SW 222 St
MIAMI, FL 33170

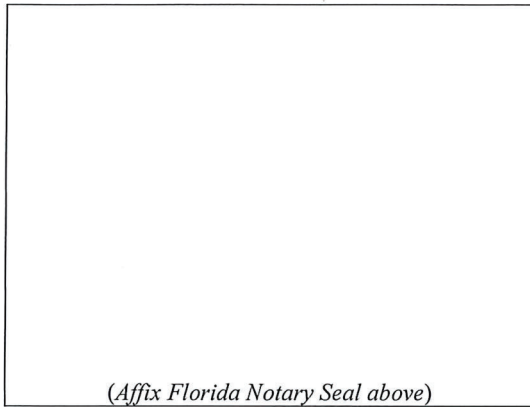
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

☒ physical presence ☐ online notarization this 16 day of September, 20 22.
(date) (month) (year)

by Richard G. Medlock and Shirley D. Medlock
(name(s) of individual swearing or affirming)

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



Nancy Rubin
(Signature of Notary Public)

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



NANCY RUBIN
Commission # GG 352566
Expires July 8, 2023
Bonded Thru Budget Notary Services

GG 352566

Expires 7/8/23

EXHIBIT A

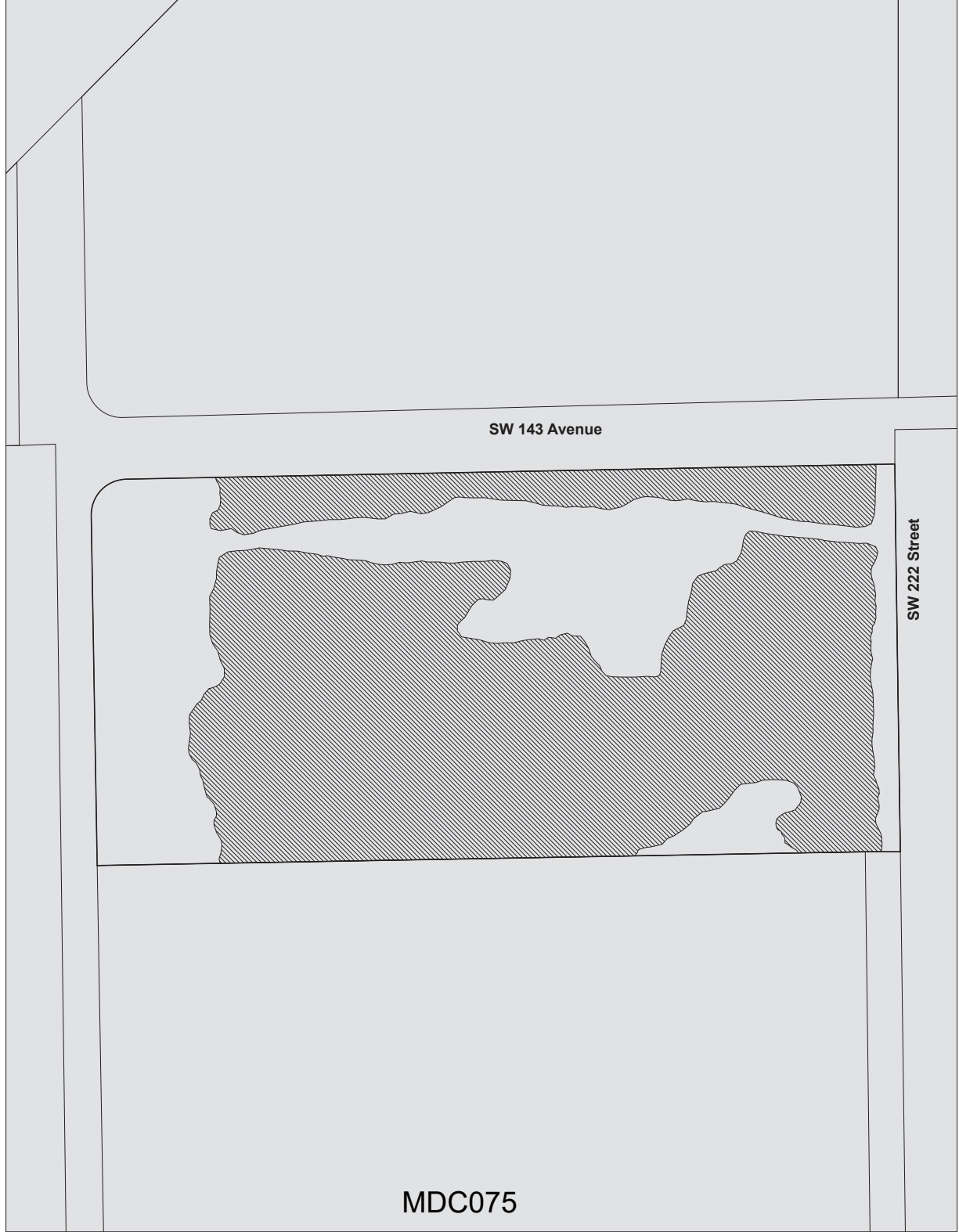
LEGAL DESCRIPTION

Folio Number: 30-6915-000-0340

Property Address: 14305 SW 222 STREET, MIAMI, FLORIDA 33170

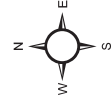
Legal description: THE EAST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE
SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ IN SECTION
15, TOWNSHIP 56 SOUTH, RANGE 39 EAST, LYING
AND BEING IN DADE COUNTY, FLORIDA.

EXHIBIT B: EEL Covenant Boundary on the property of Shirley D. & Richard G. Medlock
Folio: 30-6915-000-0340



Legend

-  Parcels
-  Property Boundary
-  EEL Covenanted Area: 2.96 Acres



Map prepared by C. Stocking
on 08/01/2022

Exhibit C
Pine Rockland Management Plan
for Shirley D. and Richard G. Medlock

Location: 14305 SW 222 St., Miami-Dade County, Florida.

Size: 4.44 acre parcel
2.96 acres qualify for an Environmentally Endangered Lands (EEL) covenant

Folio #: 30-6915-000-0340

Forest Type: Pine Rockland

Location

The property is located on the north side of SW 222 Street, east of SW 147 Avenue. The site is a developed residential lot outside the urban development boundary (UDB) and it is bordered by agriculture and residential properties. The property can be accessed via SW 222 Street.

Distance from nearest County-owned Natural Forest Community (NFC) site: ~0.38 miles from Silver Palm Groves Pineland (folio #: 30-6915-000-0404)

Distance from nearest privately-owned Natural Forest Community (NFC) site: ~1,300 feet from Ferradas Family Farm, Inc. (folio #: 30-6915-000-0572)

Distance from nearest EEL Covenanted site: 0.69 miles from Kimberly and Ashley Chalker (folio #: 30-6916-001-0670)

Property Information

The property consists of a single-family home with driveway centered within 2.96 acres of pine rockland which qualify for an EEL covenant. This is a pineland fragment surrounded by agriculture.

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

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

Present Condition

The property is currently a mix of native hardwood and pine rockland plant species, and has good native biodiversity. The property owner is currently doing management onsite as part of a previous ten year EEL covenant management plan. Much of the site has undergone extensive exotic removal, particularly the removal of large Australian Pine trees and control of Cane grass. The majority of the exotics, such as Brazilian Pepper (*Schinus terebinthifolius*) and Shrub Verbena (*Lantana camara*) are located along perimeter areas and within the northernmost section of the pine rockland. Interior areas of the site are open and diverse, with intact substrate. Various tree snags were observed onsite, providing valuable nesting habitat for birds, insects, and other wildlife.

The site is dominated by native species, including State listed threatened species such as Pineland Clustervine (*Jacquemontia curtisii*), Pineland Allamanda (*Angadenia berteroi*), Locustberry (*Byrsonima lucida*), Florida Silver Palm (*Coccothrinax argentata*), Quailberry (*Crossopetalum ilicifolium*), West Indian Lilac (*Tetrazygia bicolor*), and Florida Keys Noseburn (*Tragia saxicola*). The dominant canopy trees are Slash Pine (*Pinus elliottii* var. *densa*) and native hardwoods such as Live Oak (*Quercus virginiana*) and Poisonwood (*Metopium toxiferum*). See below for a more complete plant list.

Conclusion

The property contains several rare and state listed plant species whose existence in the continental US is limited to this area. It is important to note that the current state of the property is due to the continuous commitment of the owner to the long term maintenance of the area as a natural preserve. The property owner is actively managing the site and has been in contact with the Florida Forest Service in order for a prescribed burn to be conducted at the property.

Overall, the site is in substantially good condition and will continue to improve with future management efforts encouraged and supported by the EEL covenant. Future

management of this property will center on eliminating invasive exotics and vine control. Continued selective hardwood control is also needed if prescribed burning this area is not feasible.

Ecological Goals

1. Increase plant biodiversity within the EEL covenanted area.
2. Maintain and increase pine rockland plant species.
3. Remove and control exotic plants within the EEL covenanted area.
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 pine rockland plant species.
3. Control hardwoods in the pine rockland.
4. Control native ruderal plants and vines.
5. Allow natural regeneration of pine rockland native plants.
6. Execute a prescribed burn of the covenanted area, if available.
7. 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). Please refer to the current exotic removal permit for more details.

Year 1-3: 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 tubing establishment and plant more as necessary.

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. Continue monitoring for native plant species recruitment.

PLANT SPECIES LIST*

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

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

Scientific Name	Common Name	Origin/Status
<i>Albizia lebbbeck</i>	woman's tongue	E / EPPC (I)
<i>Anemia adiantifolia</i>	maidenhair pineland fern	N
<i>Angadenia berteroi</i>	pineland allamanda	N / FL threatened
<i>Bidens alba</i>	Spanish needles	N
<i>Bursera simaruba</i>	gumbo limbo	N
<i>Byrsonima lucida</i>	locust berry	N / FL threatened
<i>Callicarpa americana</i>	American beautyberry	N
<i>Casuarina equisetifolia</i>	Australian Pine	E / EPPC (I)
<i>Chamaecrista deeringiana</i>	Deering partridge pea	N
<i>Chiococca parvifolia</i>	pineland snowberry	N
<i>Cnidoscolus stimulosus</i>	tread-softly	N
<i>Coccothrinax argentata</i>	Florida silver palm	N / FL threatened
<i>Crossopetalum ilicifolium</i>	quailberry	N / FL threatened
<i>Crotalaria pumila</i>	low rattlebox	N
<i>Croton linearis</i>	pineland croton	N
<i>Dalbergia sissoo</i>	Indian rosewood	E
<i>Ficus aurea</i>	strangler fig	N
<i>Forestiera segregata</i>	Florida privet	N
<i>Galium hispidulum</i>	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 involucrata</i>	buttonsage	N
<i>Lysiloma latisiliquum</i>	Wild tamarind	N
<i>Melinis repens</i>	rose natalgrass	E / EPPC (I)
<i>Metopium toxiferum</i>	poisonwood	N
<i>Morinda royoc</i>	cheese shrub	N
<i>Myrica cerifera</i>	wax myrtle	N
<i>Myrsine floridana</i>	myrsine	N
<i>Neyraudia reynaudiana</i>	Burma reed	E / EPPC (I)
<i>Parthenocissus quinquefolia</i>	Virginia creeper	N
<i>Passiflora suberosa</i>	corky stem passionflower	N
<i>Phyllanthus pentaphyllus</i>	fivepetal leafflower	N
<i>Pinus elliottii</i> var. <i>densa</i>	South Florida slash pine	N
<i>Pteridium aquilinum</i> var. <i>caudatum</i>	lacy bracken	N

<i>Pteris vittata</i>	Chinese ladder brake	E / EPPC (II)
<i>Quercus pumila</i>	running oak	N
<i>Quercus virginiana</i>	live oak	N
<i>Randia aculeata</i>	white indigoberry	N
<i>Rhynchospora colorata</i>	white top sedge	N
<i>Rhus copallinum</i>	winged sumac	N
<i>Sabal palmetto</i>	cabbage palm	N
<i>Schefflera actinophylla</i>	Queensland umbrella tree	E / EPPC (I)
<i>Schinus terebinthifolius</i>	Brazilian pepper	E / EPPC (I)
<i>Serenoa repens</i>	saw palmetto	N
<i>Sideroxylon salicifolium</i>	willow bustic	N
<i>Smilax auriculata</i>	earleaf greenbrier	N
<i>Solidago stricta</i>	goldenrod	N
<i>Tetrazygia bicolor</i>	West Indian lilac	N / FL threatened
<i>Toxicodendron radicans</i>	poision ivy	N
<i>Tradescantia spathacea</i>	oyster plant	E / EPPC (II)
<i>Tragia saxicola</i>	Florida keys noseburn	N / FL threatened
<i>Trema micranthum</i>	nettletree	N
<i>Vitis rotundifolia</i>	muscadine grapevine	N
<i>Zamia pumila</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, Shirley Drevich Medlock hereby certify that I have read and understood this management plan, and agree to follow its management recommendations.

Shirley Drevich Medlock
SIGNATURE

9-16-2022
DATE

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

Edward S. Medlock
SIGNATURE

9-16-2022
DATE

Attachment F

THIS INSTRUMENT PREPARED BY:

Ella Bell Trout LE & REM Ray James Trout

Mailing address:

23750 SW 125 Avenue

Princeton, Florida 33032

COVENANT RUNNING WITH THE
LAND IN FAVOR OF MIAMI-DADE
COUNTY, FLORIDA, CONCERNING
ENVIRONMENTALLY ENDANGERED
LAND LOCATED AT 23750 SW 125
AVENUE, MIAMI-DADE COUNTY,
FLORIDA, CURRENTLY FOLIO # 30-
6924-000-1040.

WHEREAS, the undersigned Owner, Ella Bell Trout LE & REM Ray James Trout, 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
21 day of September, 2022.

WITNESSES:

Sign: [Signature]

Print: James R Pierce Jr.

Sign: [Signature]

Print: DEBORAH GOMEZDEMOLINA

OWNER: Ella Bell Trout LE

Sign: [Signature]

Print: ELLA

Title: owner

Address: 23750 SW 125 Ave
Princeton FL 33032

WITNESSES:

Sign: [Signature]

Print: James R Pierce, Jr.

Sign: [Signature]

Print: Cristina Ravelo

OWNER: REM Ray James Trout

Sign: [Signature]

Print: RAY Trout

Title: owner

Address: 22280 Calibre Ct.
Boca, FL 33433

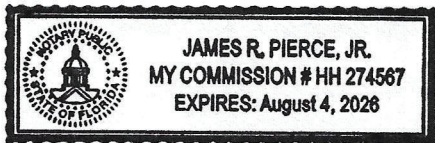
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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 September 2022.
(date) (month) (year)

by ELLA TROUT & RAY TROUT
(name(s) of individual swearing or affirming)

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



(Affix Florida Notary Seal above)

[Signature]
(Signature of Notary Public)

James R Pierce Jr
(typed, printed, or stamped name of Notary Public)

EXHIBIT A

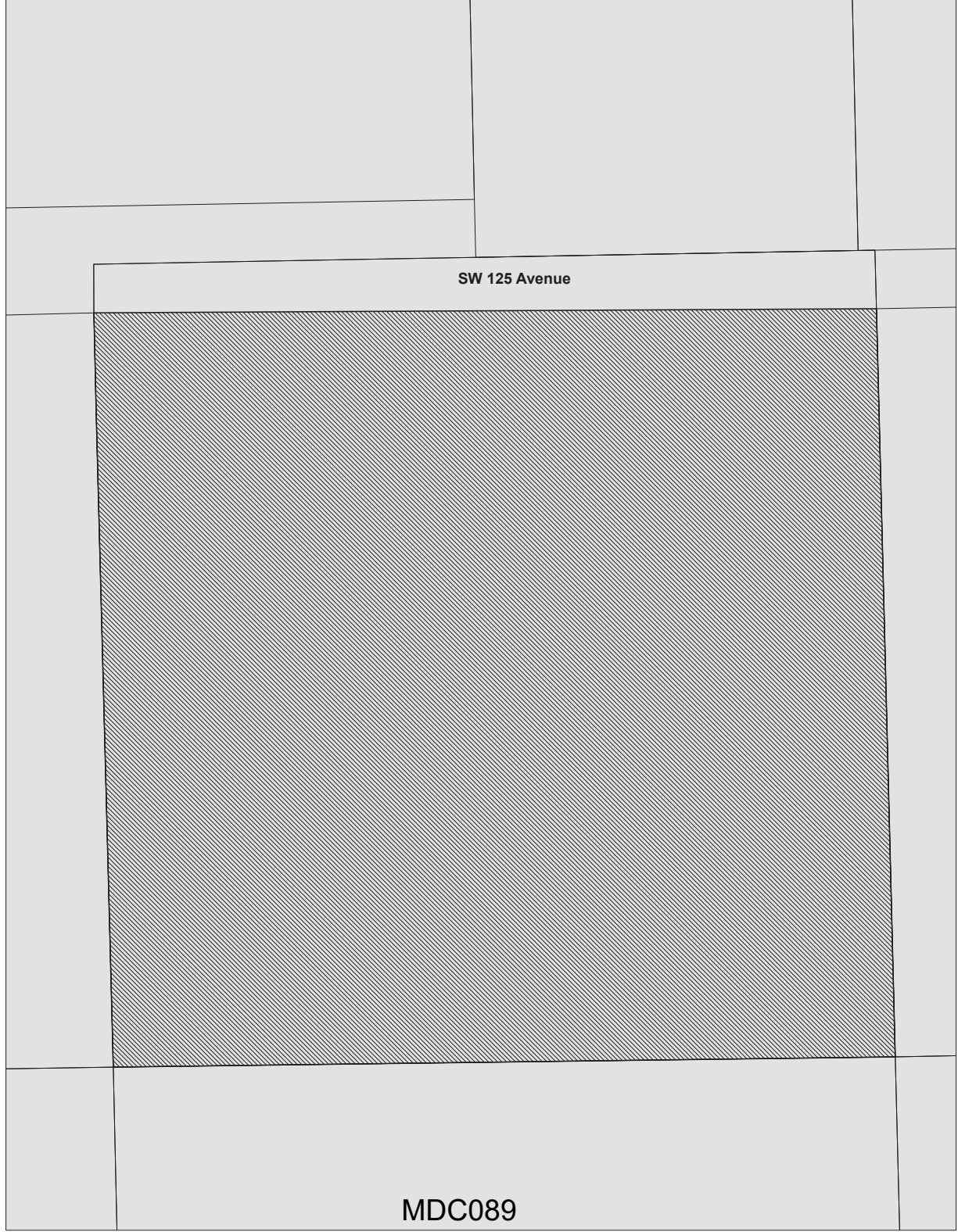
LEGAL DESCRIPTION

Folio Number: 30-6924-000-1040

Property Address: 23750 SW 125 AVENUE, PRINCETON, FLORIDA
33032

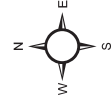
Legal description: THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE
SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ IN SECTION
24, TOWNSHIP 56 SOUTH, RANGE 39 EAST, OF THE
PUBLIC RECORDS OF MIAMI-DADE COUNTY,
FLORIDA.

EXHIBIT B: EEL Covenant Boundary on the property of Ella Bell Trout LE & REM Ray James Trout
Folio: 30-6924-000-1040



Legend

-  Parcels
-  Property Boundary
-  EEL Covenant Area: 2.50 Acres



Map prepared by C. Stocking
on 08/01/2022

Exhibit C
Pine Rockland Management Plan
for Ella Bell Trout LE & REM Ray James Trout

Location: 23750 SW 125 Avenue, Miami-Dade County, Florida.

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

Folio #: 30-6924-000-1040

Forest Type: Pine Rockland

Location

The property is located on the north side of SW 240 Street, west of SW 125 Avenue. The site is an undeveloped lot inside the urban development boundary (UDB) and it is bordered by primarily undeveloped pine rockland properties. This property, as well as the property to the north, is county-designated Natural Forest Community (NFC). The property can be accessed via SW 125 Avenue.

Distance from nearest County-owned Natural Forest Community (NFC) site: ~2,000 feet from Andrew Dodge Pineland Preserve (folio #: 30-6924-000-0910)

Distance from nearest privately-owned Natural Forest Community (NFC) site: ~25 feet from Institute for Regional Conservation, Inc. (folio #: 30-6924-000-0941)

Distance from nearest EEL Covenanted site: ~50 feet from Enrique Padrenan Godoy (folio #: 30-6924-000-0940)

Property Information

The property consists of 2.5 acres of undeveloped 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 35, T56 R39 S24, parcel L. NFCs are protected and regulated via Section 24-49 of the Code of Miami-Dade County.

Pine rocklands were once South Florida's dominant plant community, occupying about 186,000 acres along the Miami rock ridge, which is a large limestone outcropping that extends south from the Miami River to Everglades National Park. Because of its high elevation, the Miami rock ridge was the first area to be impacted by development. The clearing of large tracts for development has now reduced pine rocklands to about 20,000

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

Present Condition

The property is currently a mix of native hardwood and pine rockland plant species, and has good native biodiversity. Much of the site has undergone extensive exotic removal, particularly the removal of large Australian Pine (*Casuarina equisetifolia*) trees and control of Burma Reed (*Neyraudia reynaudiana*). The majority of the exotics, such as Umbrella Trees (*Schefflera actinophylla*) and Burma Reed (*Neyraudia reynaudiana*) are located along perimeter areas. Interior areas of the site are relatively open and diverse. Areas of the site are undergoing management by the property owner, as per the original management plan adopted under a covenant signed by the same property owner ten years ago. Very few exotic species remain.

The site is dominated by native species, including State listed threatened species such as Pineland Clustervine (*Jacquemontia curtisii*), Pineland Allamanda (*Angadenia berteroi*), Locustberry (*Byrsonima lucida*), Florida Silver Palm (*Coccothrinax argentata*), Quailberry (*Crossopetalum ilicifolium*), West Indian Lilac (*Tetrazygia bicolor*), and Florida Keys Noseburn (*Tragia saxicola*). The dominant canopy trees are Slash Pine (*Pinus elliottii* var. *densa*) and native hardwoods. See below for a more complete plant list.

Conclusion

The property contains several rare and state listed plant species whose existence in the continental US is limited to this area. It is important to note that the current state of the property is due to the continuous commitment of the owner to the long term maintenance of the area as a natural preserve.

Overall, the site is in substantially good condition and will continue to improve with future management efforts encouraged and supported by the EEL covenant. Future management of this property will center on eliminating invasive exotics and vine control. Continued selective hardwood control is also needed if prescribed burning this area is not feasible.

Ecological Goals

1. Increase plant biodiversity on the entire site.
2. Maintain and increase pine rockland plant species.
3. Remove and control exotic plants on the entire site.
4. Provide habitat for native wildlife.

Management Goals

1. Eliminate invasive exotic plants to achieve less than 3% exotic cover.
2. Increase biodiversity with appropriate native plant species.
3. Control hardwoods in the pine rockland.
4. Control native ruderal plants and vines.
5. Allow natural regeneration of native pine rockland plants.
6. The property owner shall submit an annual report listing all management practices and treatments that were conducted within the covenanted area.

Management Techniques and Schedule

No heavy machinery is allowed within the site. Mowing and vehicle traffic within the covenanted area is not allowed. All work must be done by hand (i.e. chainsaw, hand tools). Please refer to the current exotic removal permit for more details.

Year 1-3: Continue invasive exotic and vine control. Selectively control hardwoods located within the pine rockland area and allow for pine proliferation. Monitor areas previously treated for exotics to ensure native recolonization exceeds that of exotics. Prescribe burn the covenanted area if available.

Year 4-10: Continue invasive exotic and ruderal plant/ vine control to ensure less than 3% exotic coverage at the site. Selectively control hardwoods located within the pine rockland area and allow for pine proliferation. Planting of native pine rockland species in areas of exotic removal may be required if native recolonization is low. Prescribe burn the covenanted area if not yet achieved in the previous 1-3 years.

PLANT SPECIES LIST*

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

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

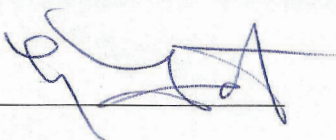
<u>Scientific Name</u>	<u>Common Name</u>	<u>Origin/Status</u>
<i>Abrus precatorius</i>	rosary pea	E / EPPC (I)
<i>Agave spp.</i>	agave	E
<i>Albizia lebbbeck</i>	woman's tongue	E / EPPC (I)
<i>Anemia adiantifolia</i>	maidenhair pineland fern	N
<i>Angadenia berteroi</i>	pineland allamanda	N / FL threatened
<i>Ardisia escallonioides</i>	marlberry	N
<i>Bidens alba</i>	Spanish needles	N
<i>Bursera simaruba</i>	gumbo limbo	N
<i>Byrsonima lucida</i>	locust berry	N / FL threatened
<i>Chamaecrista deeringiana</i>	Deering partridge pea	N
<i>Cnidoscolus stimulosus</i>	tread-softly	N
<i>Coccothrinax argentata</i>	Florida silver palm	N / FL threatened
<i>Crossopetalum ilicifolium</i>	quailberry	N / FL threatened
<i>Crotalaria pumila</i>	low rattlebox	N
<i>Croton linearis</i>	pineland croton	N
<i>Ficus aurea</i>	strangler fig	N
<i>Forestiera segregata</i>	Florida privet	N
<i>Galactia floridana</i>	hairy milkpea	N
<i>Guettarda scabra</i>	rough velvetseed	N
<i>Jacquemontia curtisii</i>	Pineland clustervine	N/ FL threatened
<i>Lantana involucrata</i>	buttonsage	N
<i>Mamordica spp.</i>	balsam pear	E
<i>Melinis repens</i>	rose natalgrass	E / EPPC (I)
<i>Metopium toxiferum</i>	poisonwood	N
<i>Morinda royoc</i>	cheese shrub	N
<i>Muhlenbergia capillaries</i>	mulhy grass	N
<i>Myrsine floridana</i>	myrsine	N
<i>Neyraudia reynaudiana</i>	Burma reed	E / EPPC (I)
<i>Parthenocissus quinquefolia</i>	Virginia creeper	N
<i>Passiflora suberosa</i>	corky stem passionflower	N
<i>Phyllanthus pentaphyllus</i>	fivepetal leafflower	N
<i>Pinus elliottii</i> var. <i>densa</i>	South Florida slash pine	N

<i>Pteridium aquilinum</i> var. <i>caudatum</i>	lacy bracken	N
<i>Quercus pumila</i>	running oak	N
<i>Quercus virginiana</i>	live oak	N
<i>Randia aculeata</i>	white indigoberry	N
<i>Rhus copallinum</i>	winged sumac	N
<i>Rhynchosia reniformis</i>	dollarweed	N
<i>Rhynchospora</i> spp.	white top sedge	N
<i>Sabal palmetto</i>	cabbage palm	N
<i>Schefflera actinophylla</i>	Queensland umbrella tree	E / EPPC (I)
<i>Serenoa repens</i>	saw palmetto	N
<i>Sideroxylon salicifolium</i>	willow bustic	N
<i>Smilax auriculata</i>	earleaf greenbrier	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 micranthum</i>	nettletree	N
<i>Vitis rotundifolia</i>	muscadine grapevine	N
<i>Zamia pumila</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, ELU GROOT hereby certify that I have read and understood this management plan, and agree to follow its management recommendations.

9/21/22 
SIGNATURE

9/21/22
DATE

MANAGEMENT PLAN AGREEMENT (must be signed by all owners)

I, RAY James Trout Jr hereby certify that I have read and understood this management plan, and agree to follow its management recommendations.

Ray Trout
SIGNATURE

9/21/22
DATE

Attachment G

THIS INSTRUMENT PREPARED BY:

Everglades Alligator Farms, Inc.

Mailing address:

40351 SW 192 Avenue

Florida City, Florida 33034

COVENANT RUNNING WITH THE
LAND IN FAVOR OF MIAMI-DADE
COUNTY, FLORIDA, CONCERNING
ENVIRONMENTALLY ENDANGERED
LAND LOCATED IN THE VICINITY OF
SW 424 STREET AND SW 192 AVENUE,
MIAMI-DADE COUNTY, FLORIDA,
CURRENTLY FOLIO # 30-8814-000-0021.

WHEREAS, the undersigned Owner, Everglades Alligator Farms, Inc., 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.

WITNESSES:

Sign: _____

Print: _____

Sign: _____

Print: _____

OWNER: Everglades Alligator Farms, Inc.

Sign: _____

Print: _____

Title: _____

Address: _____

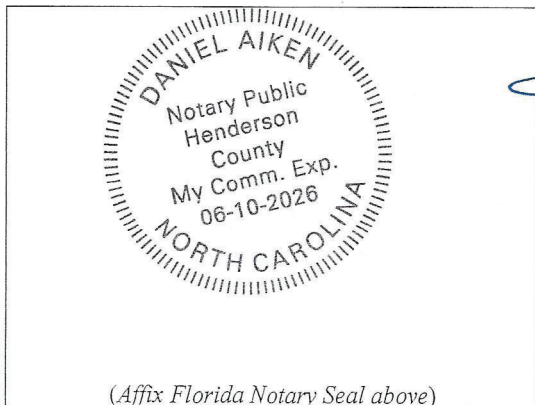
STATE OF ~~FLORIDA~~ North Carolina
COUNTY OF ~~MIAMI-DADE~~ Henderson

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

☒ physical presence ☐ online notarization this 19 day of September, 2022.
(date) (month) (year)

by Deborah Diane Thibos
(name(s) of individual swearing or affirming)

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



(Signature of Notary Public)

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

WITNESSES:
Sign: [Signature]
Print: Angela
Sign: [Signature]
Print: Thalia Glez

OWNER: Everglades Alligator Farms, Inc.
Sign: [Signature]
Print: Maritza Thibos
Title: Treasurer
Address: 1208 Mockingbird Rd.
Key Largo FL 33037

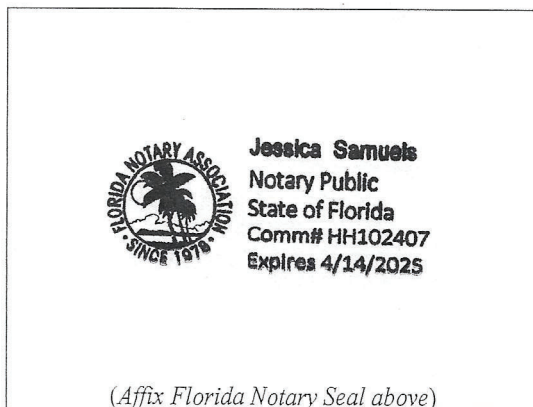
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

☒ physical presence ☐ online notarization this 20th day of September, 20 22.
(date) (month) (year)

by Maritza Thibos
(name(s) of individual swearing or affirming)

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



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

WITNESSES:

Sign: _____

Print: _____

Sign: _____

Print: _____

OWNER: Everglades Alligator Farms, Inc.

Sign: _____

Print: _____

Title: _____

Address: _____

1208 Mockingbird Rd
Key Largo, FL 33032

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

☒ physical presence ☐ online notarization this 20 day of September, 2022.
(date) (month) (year)

by Matthew Thibos
(name(s) of individual swearing or affirming)

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



Jessica Samuels
Notary Public
State of Florida
Comm# HH102407
Expires 4/14/2025

(Affix Florida Notary Seal above)

Jessica Samuels
(Signature of Notary Public)

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

WITNESSES:

Sign: [Signature]

Print: Jeanette A. Ross

Sign: [Signature]

Print: Kaylei Svarce

OWNER: Everglades Alligator Farms, Inc.

Sign: [Signature]

Print: Charles R. Thibos

Title: President

Address: 1109 Heron Rd

Kay Largo FL 33039

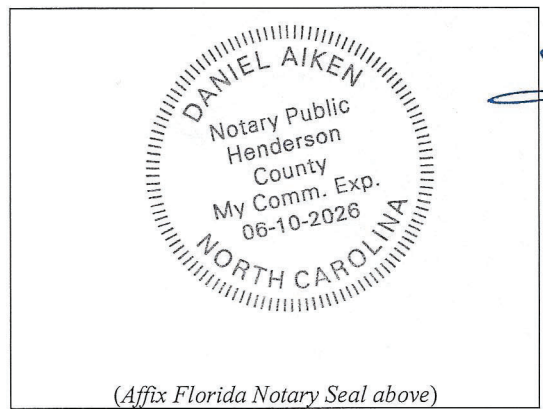
STATE OF ~~FLORIDA~~ North Carolina
COUNTY OF ~~MIAMI-DADE~~ Henderson

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

☒ physical presence ☐ online notarization this 19 day of September, 20 22.
(date) (month) (year)

by Charles Ray Thibos
(name(s) of individual swearing or affirming)

Individual identified by: ☐ personal knowledge ☒ satisfactory evidence FL Drivers License
(type)



[Signature]
(Signature of Notary Public)

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

EXHIBIT A

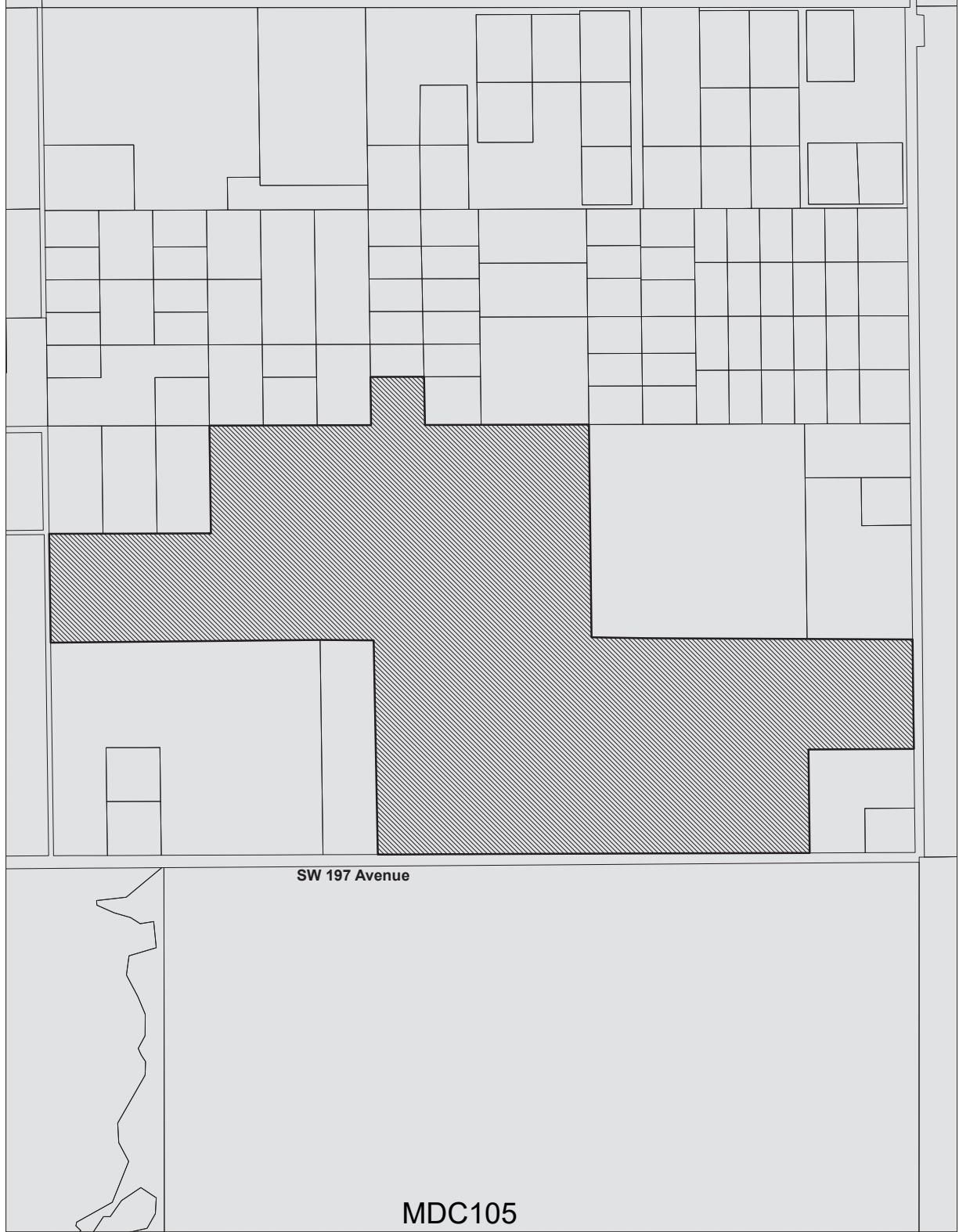
LEGAL DESCRIPTION

Folio Number: 30-8814-000-0021

Property Address: VICINITY OF SW 424 STREET & SW 192 AVEUE,
FLORIDA CITY, FLORIDA

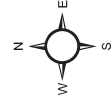
Legal description: THE NORTH $\frac{1}{2}$ OF THE SOUTH $\frac{1}{2}$ OF THE
SOUTHWEST $\frac{1}{4}$ LESS EAST 1025 FEET THEREOF &
THE NORTHWEST $\frac{1}{4}$ LESS NORTH $\frac{3}{4}$ OF THE WEST
 $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ & LESS WEST 30 FEET OF
THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE
NORTHWEST $\frac{1}{4}$ THEREOF & SOUTHWEST $\frac{1}{4}$ LESS
SOUTH $\frac{3}{4}$ OF THE EAST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ &
LESS SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF
THE SOUTHWEST $\frac{1}{4}$ & LESS WEST 30 FEET OF THE
NORTH $\frac{3}{4}$ OF THE WEST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$
THEREOF.

EXHIBIT B: EEL Covenant Boundary on the property of Everglades Alligator Farms, Inc.
Folio: 30-8814-000-0021



Legend

- Parcels
- Property Boundary
- EEL Covenanted Area: 175 Acres



Map prepared by C. Stocking
on 08/01/2022

Exhibit C
Wetlands Management Plan
for Everglades Alligator Farms, Inc.

Location: vicinity of SW 424 St. & SW 192 Ave., Miami-Dade County, Florida.

Size: 175 acre parcel
175 acres qualify for an Environmentally Endangered Lands (EEL) covenant

Folio #: 30-8814-000-0021

Forest Type: Freshwater wet prairie

Location

The property is located in the vicinity of SW 424 Street and SW 192 Avenue. The site is an undeveloped parcel outside the urban development boundary (UDB). It is bordered by freshwater wetlands on all sides and can be accessed via airboat.

Distance from nearest County-owned Natural Forest Community (NFC) site: ~1.23 miles from Holiday Hammock (folio #: 30-8809-000-0078)

Distance from nearest privately-owned Natural Forest Community (NFC) site: ~1.00 miles from South Dade Organics, LLC. (folio #: 30-8810-000-0171)

Distance from nearest EEL Covenanted site: ~3.24 miles from 3 Cantelinos, LLC. (folio #: 30-7931-001-0070)

Property Information

The property contains 175 acres of undeveloped freshwater wet prairie with tree islands which qualify for an EEL covenant. The property is within the South Dade wetlands and adjacent to properties owned and managed by Miami-Dade County and the South Florida Water Management District.

The implementation of this management plan helps reduce exotic plant infestations and also maintains and re-establishes federally and State listed plant species within Miami-Dade County, both of which are stated as objectives in CON-7 of the Miami-Dade County Comprehensive Development Master Plan (CDMP).

Present Condition

The property is currently a vast wet prairie, dotted with areas of higher elevation forming tree islands comprised of hardwoods. The dominant plant species are *Cladium*

jamaicense (Sawgrass), *Eleocharis interstincta* (Spikerush), *Annona glabra* (Pond Apple), and scattered tree islands with native vegetation such as *Taxodium ascendens* (Cypress), *Salix caroliniana* (Coastal Plain Willow), *Chrysobalanus icaco* (Cocoplum), and *Persea borbonia* (Red Bay). These tree islands provide food and shelter for wading birds, deer, alligators, and even panthers, which according to the property owner, have been spotted onsite. The site supports the algal mat known as periphyton, which forms the basis of the food chain in this ecosystem.

There are very few exotics present at the site. *Melaleuca quinquenervia* (Melaleuca) and *Casuarina equisetifolia* (Australian Pine) were documented primarily in areas of higher elevation such as the tree islands, and along berms and ditches created by old access roads, or as means of water management within the area. Except for a few *Melaleuca* saplings, there are very few exotics within the wetland prairie. It should be noted that the property owner is actively removing the *melaleuca* saplings.

The property owners have historically provided public and educational access to the site via airboat tours. The Department does not object to this use, provided that said tours are conducted to the greatest extent on existing trails in order to avoid impacts to vegetation and hydrology.

Conclusion

Overall, the site is in substantially good condition and will continue to improve with future management efforts encouraged and supported by the EEL covenant. Future management of this property will center on eliminating invasive exotics.

Ecological Goals

1. Maintain and increase native wetland plant species.
2. Remove and control exotic plants on the entire site.
3. Provide habitat for native wildlife.

Management Goals

1. Eliminate invasive exotic plants to achieve less than 3% exotic cover.
2. Increase biodiversity with appropriate native plant species.
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

All work must be done by hand (i.e. chainsaw, hand tools). Heavy machinery is not, under any circumstances or purposes, to be used within any portion of the property that is covered under this covenant without prior approval from the Wetlands Resources section of RER. Removal of the exotics shall be conducted in a manner that causes minimal

impact to areas not containing exotics and avoids or minimizes disturbance in the wetlands or tree islands. If hauling of materials removed from the site is to occur, disposal of the exotics shall be conducted by placement of the exotics into a fully enclosed truck, wetting the exotic vegetation to prevent seed dispersal during transportation and disposal of the exotic vegetation at an approved site. Disposal receipts shall then be submitted to the Wetlands Resources Section of RER upon completion of the removal of invasive and exotic trees and tree cover from the subject property.

Year 1-10: Continue invasive exotic control in all areas. Monitor areas previously treated for exotics to ensure native recolonization exceeds that of exotics.

PLANT SPECIES LIST*

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

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

<u>Scientific Name</u>	<u>Common Name</u>	<u>Origin/Status</u>
<i>Acrostichum danaeifolium</i>	giant leatherfern	N
<i>Annona glabra</i>	pond apple	N
<i>Blechnum serrulatum</i>	swamp fern	N
<i>Cassytha filiformis</i>	lovevine	N
<i>Casuarina equisetifolia</i>	Australian pine	E / EPPC (I)
<i>Cephalanthus occidentalis</i>	common buttonbush	N
<i>Chrysobalanus icaco</i>	cocoplum	N
<i>Cladium jamaicense</i>	sawgrass	N
<i>Conocarpus erectus</i>	buttonwood	N
<i>Crinum americanum</i>	swamp lilly	N
<i>Eleocharis interstincta</i>	knotted spikerush	N
<i>Melaleuca quinquenervia</i>	melaleuca	E / EPPC (I)
<i>Muhlenbergia capillaris</i>	muhlygrass	N
<i>Myrica cerifera</i>	wax myrtle	N
<i>Osmunda regalis</i> var. <i>spectabilis</i>	royal fern	N
<i>Persea borbonia</i>	red bay	N
<i>Pluchea baccharis</i>	rosy camphorweed	N
<i>Pontederia cordata</i>	pickerelweed	N
<i>Rhynchospora divergens</i>	spreading beaksedge	N

<i>Sabatia spp.</i>	coastal rosegentian	N
<i>Sagittaria lancifolia</i>	bulltongue arrowhead	N
<i>Salix caroliniana</i>	coastal plain willow	N
<i>Taxodium ascendens</i>	pond cypress	N
<i>Typha latifolia</i>	cattail	N
<i>Utricularia purpurea</i>	eastern purple bladderwort	N
<i>Vitis rotundifolia</i>	muscadine grapevine	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.**

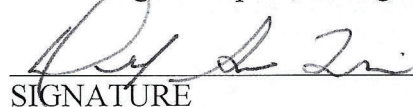
MANAGEMENT PLAN AGREEMENT (must be signed by all owners)

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


SIGNATURE

9/17/2022
DATE

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


SIGNATURE

9/17/2022
DATE

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


SIGNATURE

9/20/22
DATE

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


SIGNATURE

9/20/22
DATE