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

MEMORANDUM

Agenda Item No. 8(L)(5)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: November 7, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution accepting six
Environmentally Endangered
Lands covenants in Miami-Dade
County, Florida

Resolution No. R-985-23

The accompanying resolution was prepared by the Regulatory and Economic Resources Department and placed on the agenda at the request of Prime Sponsor Commissioner Danielle Cohen Higgins.


Geri Bonzon-Keenan
County Attorney

GBK/uw

MDC001

Date: November 7, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava 
Mayor

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

Executive Summary

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

Recommendation

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

Scope

These covenants are for properties located in Commission Districts 7 and 8, which are represented by Commissioner Raquel Regalado and Commissioner Danielle Cohen Higgins, 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 (1) 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 84 properties with environmentally endangered lands covenants in Miami-Dade County, comprising a total of 371.85 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 six environmentally endangered lands covenants for the following properties in Miami-Dade County.

New Covenants

Attachment A: Chaitram Autar TRS, The Autar Family REV TR, Nirvala S. Autar TRS (0.11 acres of pine rockland) Folio 30-6928-000-0100 at 14940 SW 250 Street, Miami-Dade County

Renewal Covenants

Attachment B: Alejandro J. Aguirre (0.38 acres of tropical hardwood hammock) Folio 20-5013-023-0380 at 6540 SW 134 Drive, Miami-Dade County

Attachment C: Keith E. Fleri (0.76 acres of tropical hardwood hammock/pine rockland) Folio 30-6835-000-0092 at 26955 SW 192 Avenue, Miami-Dade County

Attachment D: Terry & Barbara Glancy (14.00 acres of pine rockland) Folio 30-7809-000-0110 at 21100 SW 300 Street, Miami-Dade County

Attachment E: Todd P. & Diane E. Lary (4.50 acres of tropical hardwood hammock/pine rockland) Folio 30-6921-000-0110 at 14870 SW 238 Street, Miami-Dade County

Attachment F: Arlene M. & L.L. Samalion (4.34 acres of pine rockland) Folio 30-6929-000-0371 at 26251 SW 162 Avenue, Miami-Dade County



Jimmy Morales
Chief Operations Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: November 7, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(L)(5)

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)(5)
11-7-23

RESOLUTION NO. _____ R-985-23

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

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

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

1. Folio: 30-6928-000-0100 at 14940 SW 250 Street, 0.11 acres of pine rockland (Attachment A);
2. Folio: 20-5013-023-0380 at 6540 SW 134 Drive, 0.38 acres of tropical hardwood hammock (Attachment B);
3. Folio: 30-6835-000-0092 at 26955 SW 192 Avenue, 0.76 acres of tropical hardwood hammock/ pine rockland (Attachment C);
4. Folio: 30-7809-000-0110 at 21100 SW 300 Street, 14.00 acres of pine rockland (Attachment D);
5. Folio: 30-6921-000-0110 at 14870 SW 238 Street, 4.50 acres of tropical hardwood hammock/pine rockland (Attachment E);
6. Folio: 30-6929-000-0371 at 26251 SW 162 Avenue, 4.34 acres of pine rockland (Attachment F); and

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

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

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

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

Section 2. This Board directs the County Mayor or County Mayor's designee to 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 **Danielle Cohen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Raquel A. Regalado** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	absent		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Roberto J. Gonzalez	absent	Keon Hardemon	absent
Danielle Cohen Higgins	aye	Eileen Higgins	absent
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 7th day of November, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in dark ink, appearing to be "CMR", is written over a horizontal line.

Cristina M. Rabionet

ATTACHMENT A

THIS INSTRUMENT PREPARED BY:

Chaitram Autar TRS

The Autar Family REV TR

Nirvala S Autar TRS

Mailing address:

14940 SW 250 Street

Homestead, Florida 33032

COVENANT RUNNING WITH THE
LAND IN FAVOR OF MIAMI-DADE
COUNTY, FLORIDA, CONCERNING
ENVIRONMENTALLY ENDANGERED
LAND LOCATED AT 14940 SW 250
STREET, MIAMI-DADE COUNTY,
FLORIDA, CURRENTLY FOLIO # 30-
6928-000-0100.

WHEREAS, the undersigned Owner, Chaitram Autar TRS, The Autar Family REV TR, and Nirvala S. Autar TRS, hold the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit A, attached hereto, and hereinafter called the "Property," and

IN ORDER TO ASSURE the County that the representations made by the Owner in the application, pursuant to Chapter 25B of the Code of Miami-Dade County and Section 193.501 of the Florida Statutes, will be abided by the 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
15th day of AUGUST, 2023.

WITNESSES:

Sign: [Signature]

Print: MICHELLE VALVERSE

Sign: [Signature]

Print: Deoranie Ramnauth

OWNER: Chaitram Autar TRS

Sign: [Signature]

Print: CHAITRAM AUTAR

Title: MANAGER

Address: 14940 SW 250th St
Homestead, FL 33032

WITNESSES:

Sign: [Signature]

Print: MICHELLE VALVERSE

Sign: [Signature]

Print: Deoranie Ramnauth

OWNER: The Autar Family REV TR

Sign: [Signature]

Print: Nirvala Autar

Title: Manager

Address: 14940 SW 250th St
Homestead, FL 33032

WITNESSES:

Sign: [Signature]

Print: MICHELLE VALVERSE

Sign: [Signature]

Print: Deoranie Ramnauth

OWNER: Nirvala S. Autar TRS

Sign: [Signature]

Print: Nirvala Autar

Title: Manager

Address: 14940 SW 250th St
Homestead, FL 33032

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

☒ physical presence ☐ online notarization this 15 day of August, 2023.
(date) (month) (year)

by Chaitram Autar and Nirvula Autar
(name(s) of individual swearing or affirming)

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



Melissa Roman
(Signature of Notary Public)

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

EXHIBIT A

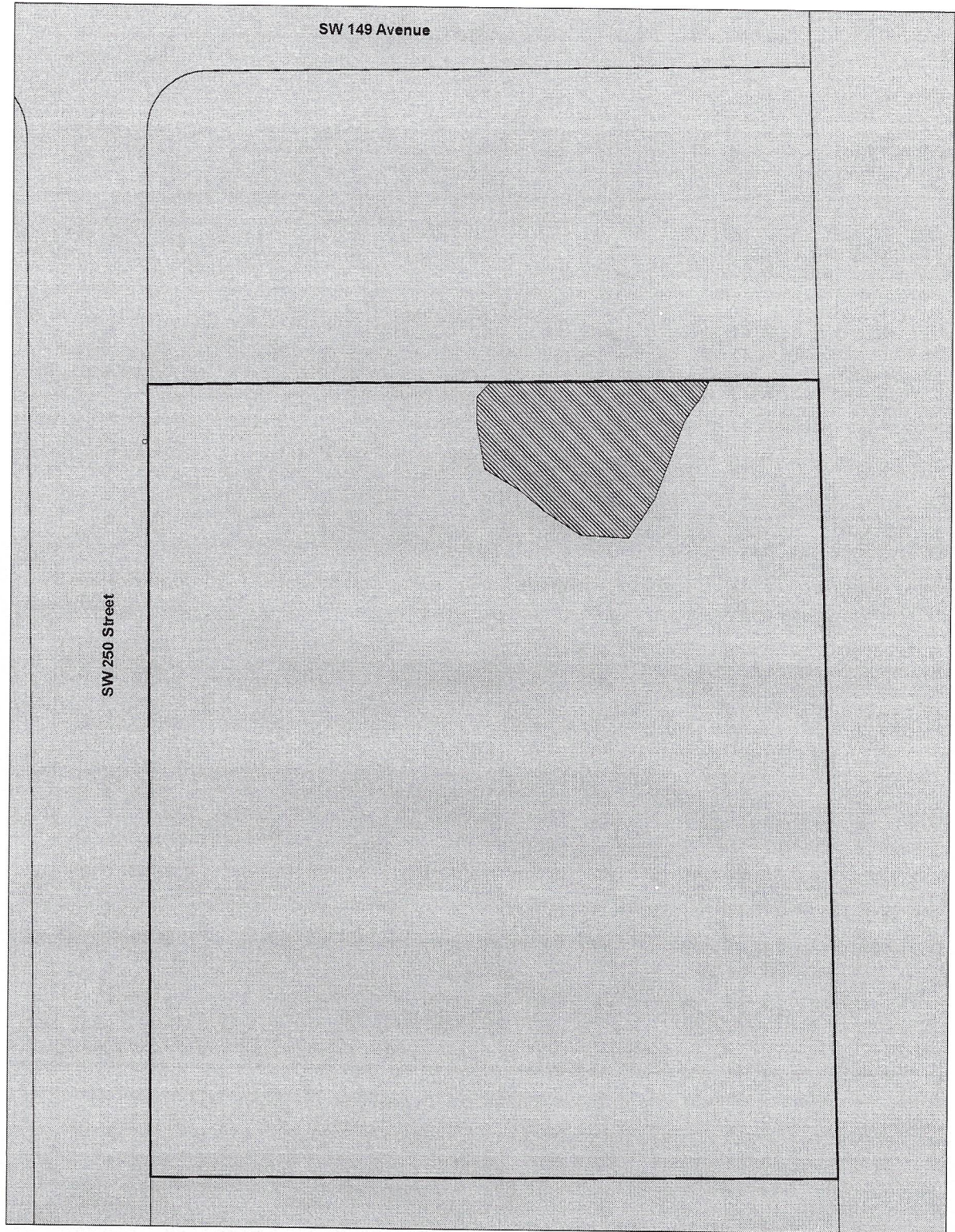
LEGAL DESCRIPTION

Folio Number: 30-6928-000-0100

Property Address: 14940 SW 250 STREET

Legal description: THE NORTH ½ OF THE SE ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 28, TOWNSHIP 56 SOUTH, RANGE 39 EAST LESS THE WEST 162.68 FEET AND THE EAST 187.68 FEET AND THE NORTH 25 FEET, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA. TOGETHER WITH AN INGRESS AND EGRESS EASEMENT OVER THE EAST 15 FEET AND THE SOUTH 15 FEET OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 2/, TOWNSHIP 56 SOUTH, RANGE 39 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

Exhibit B: EEL Covenant Boundary on the property of Chaitram & Nirvala Autar
Folio: 30-6928-000-0100



Map prepared by C. Stocking
on 07/06/2023

Exhibit C
Management Plan
for Chaitram and Nirvala Autar

Location: 14940 SW 250 St, Miami-Dade County, Florida.

Size: 2.17-acre parcel
0.11 acres qualify for an Environmentally Endangered Lands (EEL) covenant

Folio #: 30-6928-000-0100

Forest Type: Pine Rockland

Location

The property is located in Section 28 of Township 56 South, Range 39. It is situated west of the intersection between SW 250 Street and SW 149 Avenue. There are fruit tree groves on the south and north of this property and has residential properties to the east and west. This property lies outside of the Urban Development Boundary.

Distance from nearest County-owned Natural Forest Community (NFC) site: approximately 1.13 miles from Hattie Bauer Hammock Preserve (folio #: 30-6933-000-0300)

Distance from nearest privately-owned Natural Forest Community (NFC) site: approximately 375 feet from Bernhard R. Martens (folio #: 30-6928-000-0010)

Distance from nearest EEL Covenanted site: approximately 1,939 feet from Ileanette Sabugo (folio #: 30-6928-000-0304)

Property Information

The property consists of a rectangular-shaped parcel containing both impacted and unimpacted NFC pine rockland with a private residence in the center-west. The property contains approximately 1.09 acres of covenanted NFC, of which approximately 0.98 acres experienced significant impact requiring a consent agreement that orders restoration of the impacted area. The 0.11-acre area that qualifies for the EEL covenant is not part of the NFC subject to the consent agreement. The subject site was designated as NFC (Pine Rockland) in 1984 by the Miami-Dade County Board of County Commissioners, via Resolution No. R-1764-84. The property is found on Miami-Dade County Natural Forest Community Map 34E, T56 R39 S28. 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

In the undisturbed 0.11-acre area, the natural plant community is typical of a pine rockland, with a moderate degree of encroachment by invasive exotics and hardwood species. The understory consists of many typical pine rockland plant species, including two observed age classes of slash pine (*Pinus elliottii* var. *densa*). Ten state-listed threatened, endangered, or commercially exploited plant species were observed. Namely: Florida silver palm (*Coccothrinax argentata*), saw palmetto (*Serenoa repens*), Havana greenbrier (*Smilax havanensis*), West Indian lilac (*Tetrazygia bicolor*), and coontie (*Zamia integrifolia*).

Conclusion

The property contains several rare and state listed plant species whose existence in the continental US is limited to this area. 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. 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.

Overall, the site is in 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 the continued management of exotic species and selective hardwood control as needed if prescribed burning this area is not feasible.

Ecological Goals

1. Increase native plant biodiversity within the EEL covenanted area.
2. Maintain and increase pine rockland plant species by controlling hardwoods.
3. Remove and control exotic plants within the EEL covenanted area.
4. Provide habitat for native wildlife.

Management Goals

1. Eliminate exotic plant species from the interior of the site to achieve and maintain 3% or less exotic plant cover.
2. Continue to create open understory areas that promote regeneration of rare and diverse herbaceous plant species typical of the Pine Rocklands.
3. Allow natural regeneration of native plants, planting additional plants if necessary. All planting must be approved by RER-DERM.
4. Execute a prescribed burn of the covenanted area, if possible.
5. The property owner shall submit annual reports to RER-DERM listing all the management practices and treatments that were conducted within the covenanted area. This report is due by February 1st for the previous year's activities.

Management Techniques and Schedule

(No heavy machinery is allowed within the site. All work must be done by hand (i.e. chainsaw, hand tools) See current NFC Exotic Removal Permit for more details.)

- Year 1:** 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.
- Year 2-10:** 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. Augment native plant diversity with appropriate pine rockland species. All plantings shall be approved by DERM prior to installation.

Property Owner: Chaitram Autar TRS & Nirvala Autar TRS

Folio: 30-6928-000-0100

Date: June 30, 2023

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 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)

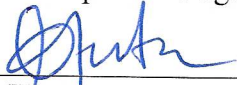
<u>Scientific Name</u>	<u>Common Name</u>	<u>Origin/Status</u>
<i>Abrus precatorius</i>	Rosary pea	E/EPPC (I)
<i>Albizia lebbek</i>	woman's tongue	E/ EPPC (I)
<i>Ardisia escallonioides</i>	Marlberry	N
<i>Bidens alba</i> var. <i>raidiata</i>	Spanish needles	N
<i>Bursera simaruba</i>	Gumbo limbo	N
<i>Cassytha filiformis</i>	lovevine	N
<i>Coccothrinax argentata</i>	Florida silver palm	N/ FL threatened
<i>Desmodium mauritianum</i>	Beggar's ticks	E
<i>Forestiera segregata</i>	Florida privet	N
<i>Galium bermudense</i>	Coastal bedstraw	N
<i>Guettarda scabra</i>	rough velvetseed	N
<i>Jasminum dichotomum</i>	Gold Coast jasmine	E/EPPC (I)
<i>Jasminum fluminense</i>	Brazilian jasmine	E/EPPC (I)
<i>Mangifera indica</i>	Mango	E
<i>Melinis repens</i>	Rose natalgrass	E/EPPC (I)
<i>Metopium toxiferum</i>	poisonwood	N
<i>Morinda royoc</i>	mouse's pineapple	N
<i>Nephrolepis</i> sp.	Sword fern	
<i>Neyraudia reynaudiana</i>	Burma reed	E/ EPPC (I)
<i>Pinus elliottii</i> var. <i>densa</i>	South Florida slash pine	N
<i>Pteridium aquilinum</i> var. <i>caudatum</i>	lacy bracken fern	N
<i>Quercus virginiana</i>	live oak	N
<i>Rhynchosia minima</i>	least snoutbean	N
<i>Sabal palmetto</i>	cabbage palm	N
<i>Schinus terebinthifolius</i>	Brazilian pepper	E/ EPPC (I)
<i>Serenoa repens</i>	saw palmetto	N/Com exploited
<i>Sideroxylon salicifolium</i>	willow bustic	N
<i>Simarouba glauca</i>	paradise tree	N

<i>Smilax auriculata</i>	earleaf greenbrier	N
<i>Smilax havanensis</i>	Havana greenbrier	N/FL threatened
<i>Tetrazygia bicolor</i>	West Indian lilac	N/ FL threatened
<i>Toxicodendron radicans</i>	eastern poison ivy	N
<i>Zamia integrifolia</i>	coontie	N/Com. Exploited

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

MANAGEMENT PLAN AGREEMENT (must be signed by all owners)

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


SIGNATURE

8/15/23
DATE

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


SIGNATURE

8/15/23
DATE

ATTACHMENT B

THIS INSTRUMENT PREPARED BY:

Alejandro J. Aguirre

Mailing address:

PO Box 650160

Miami, Florida 33265

COVENANT RUNNING WITH THE
LAND IN FAVOR OF MIAMI-DADE
COUNTY, FLORIDA, CONCERNING
ENVIRONMENTALLY ENDANGERED
LAND LOCATED AT 6540 SW 134
DRIVE, MIAMI-DADE COUNTY,
FLORIDA, CURRENTLY FOLIO # 20-
5013-023-0380.

WHEREAS, the undersigned Owner, Alejandro J. Aguirre, 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 13th day of June, 2023.

WITNESSES:

Sign: [Signature]

Print: Julio Diaz

Sign: [Signature]

Print: Anamaria Castilla

OWNER: Alejandro J. Aguirre

Sign: [Signature]

Print: Alejandro Aguirre

Title: Owner

Address: 6540 SW 134 DR
MIAMI FL 33156

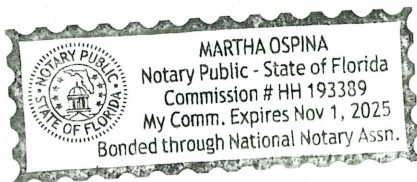
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

☒ physical presence ☐ online notarization this 13 day of June, 20 23.
(date) (month) (year)

by Alejandro Jorge Aguirre
(name(s) of individual swearing or affirming)

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



(Affix Florida Notary Seal above)

[Signature]
(Signature of Notary Public)

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

EXHIBIT A

LEGAL DESCRIPTION

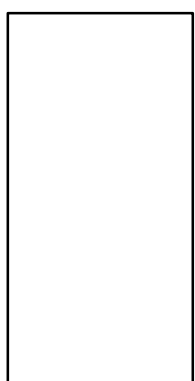
Folio Number: 20-5013-023-0380

Property Address: 6540 SW 134 DRIVE, PINECREST, FLORIDA 33156

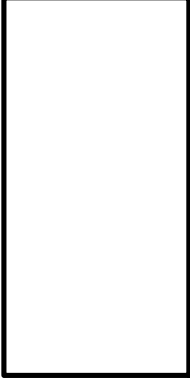
Legal description: LOT 2, BLOCK 5 OF DEVONWOOD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 75, AT PAGE 50 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.



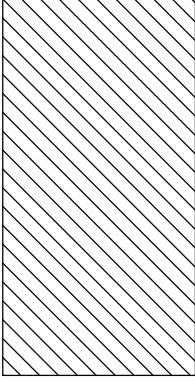
Legend



Parcels



Property Boundary



EEL Covenanted Area 0.38 acres

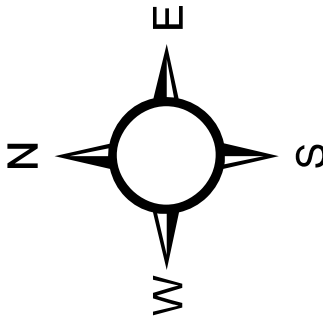


Exhibit C
Rockland Hammock Management Plan
for Alejandro J. Aguirre

Location: 6540 SW 134th Drive, Miami-Dade County, Florida.

Size: 0.58 acre parcel
0.38 acres qualify for an Environmentally Endangered Lands (EEL) Covenant

Folio #: 20-5013-023-0380

Forest Type: Rockland hammock

Location

The property is located east of SW 66th Avenue along the south side of SW 134th Drive. The site is a developed residential lot located inside the urban development boundary (UDB) and is surrounded on all sides by single family homes. It is located in Section 13 of Township 55, Range 40.

Distance from nearest County-owned NFC site: approximately 0.75 miles from Ludlam Pineland Preserve (folio #: 33-5023-000-0585).

Distance from nearest county-designated NFC site: approximately 1,088 feet from the USDA Pine Rockland (folio #: 33-5024-000-0010).

Distance from nearest EEL Covenanted site: approximately 350 feet from Elinor B. Wolff TRS (folio #:20-5013-023-0510)

Property Information

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

Rockland hammocks contain primarily broadleaf and mostly hardwood evergreen trees growing on outcrops of limestone. The closed canopy conditions typically found in rockland hammocks creates a humid forest interior with low light levels. Under natural conditions this community is rarely subject to fire, allowing native vegetation to grow densely. Hammocks are floristically rich and harbor some of Florida's rarest plants while also serving as habitat for a wide array of animal species. Several rare fern species are harbored in the rockland hammock habitat, typically in geologically rare solution holes. A very rare fern, *Asplenium x biscoyanum*, has been documented on other properties within Devonwood. The subject property is potential habitat for this plant species.

Present Condition

The property changed ownership during the term of the previous covenant. During the transition, management activities occurred less frequently than normal and therefore the coverage of exotic species increased. However, the current owner acted quickly to start up regular maintenance and

therefore the current biological condition of the site can be classified as “good”. The main threat to the quality of the site is the invasion of exotic plants. Exotic palms, aroid vines (particularly *Epipremnum* sp.), and air potato (*Dioscorea bulbifera*) are the biggest threats towards the back of the property while Inchplant vines (*Tradescantia zebrina*), wart fern (*Phymatosorus grossus*), and umbrella tree (*Schefflera actinophyllum*) are most frequent towards the front. The property owner has made significant progress in the removal of these exotics and others, however more removal work is needed. Overall, the exotic cover of the property is estimated to be approximately 30%. The state-endangered toothed spleenwort (*Asplenium dentatum*) has maintained healthy populations on the property, particularly on the excellent quality limestone outcroppings and solution holes in the front. The greatest threat to this rare fern species is the exotic vines, particularly Inchplant. Elimination of herbaceous exotics is essential to maintain the toothed spleenwort population. Except for the developed area and the minimal walking paths in the hammock, the substrate is overall relatively undisturbed and is in very good condition.

Overall, the native plant cover is good but would benefit from further control of exotics. Halting maintenance work would likely result in the proliferation of pothos and air potato vines, especially in the back of the property. The property would also benefit from the planting of native hammock species, augmenting the canopy and diversity.

Wildlife that has been reported in the property include raccoons and a variety of resident and migratory birds.

Conclusion

The inclusion of this property into the EEL covenant program represents a unique opportunity to preserve a remnant piece of the Warwick hammock. Along with the other EEL covenanted properties in the area, and the possibility of other properties in the area being included in the program in the future, this is a step towards maintaining a rare and unique plant habitat in an urban environment.

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

Ecological Goals

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

Management Goals

1. Eliminate and control exotic plant species from interior of hammock to achieve less than 3% or less exotic plant species cover.
2. Allow for natural regeneration of hammock native plants.

3. Augment canopy cover and native diversity through planting appropriate hammock species.
4. The property owner shall submit annual reports to RER-DERM listing all the management practices and treatments that were conducted within the covenanted area. This report is due by February 1st for the previous year's activities.

Management Techniques and Schedule for Rockland Hammock

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

- Year 1-3:** Initial hand removal and herbicide treatment of exotic plant species (trees, vines, palms and ornamentals) is required by DERM to achieve 3% or less exotic cover by the end of year 3. Interior exotics should be treated first and work extended out to the perimeters. All exotic seedlings should be hand pulled if possible. Multiple herbicide treatments may be needed. Heavy machinery is not to be used within any portion of the property that is covered under this covenant. The eradication of large exotic trees may be achieved by complete manual removal or by appropriate treatment with herbicide and leaving in place. The light gaps created by the removal of exotics shall be monitored to ensure that native regeneration is outcompeting exotic regeneration. Exotic removal in certain areas should be conducted with extreme care to prevent direct and indirect (through sudden increases of light levels) damage to the rare ferns onsite. Extreme care must also be taken to maintain intact substrate and solution holes. Monitor site for rare ferns.
- Year 4-10:** Continue to eradicate exotic plants and retreat any re-sprouting or re-colonizing exotic plants to maintain goal of 3% or less exotic plant cover. Monitor native plant recruitment and augment appropriate native diversity through planting. Continue monitoring the site for rare ferns.

PLANT SPECIES LIST*

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

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

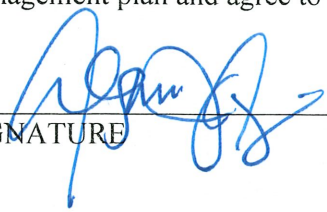
<u>Scientific Name</u>	<u>Common Name</u>	<u>Origin/Status</u>
<i>Ardisia escallonioides</i>	Marlberry	N
<i>Asplenium dentatum</i>	Toothed spleenwort	N/FL-Endangered
<i>Bambusa spp.</i>	Bamboo	E
<i>Bursera simaruba</i>	Gumbo limbo	N
<i>Campyloneurum spp.</i>	Strap fern	N
<i>Caylptranthes pallens</i>	Spicewood	N/FL-Threatened

<i>Chrysophyllum oliviforme</i>	Satinleaf	N/FL-Threatened
<i>Coccoloba diversifolia</i>	Pigeon plum	N
<i>Cocos nucifera</i>	Coconut palm	E
<i>Dioscorea bulbifera</i>	Air potato	E/EPPC I
<i>Epipremnum spp.</i>	Pothos	E/EPPC II
<i>Eugenia axillaris</i>	White stopper	N
<i>Eugenia uniflora</i>	Surinam-cherry	E/ EPPC I
<i>Exothea paniculata</i>	Inkwood	N
<i>Ficus aurea</i>	Strangler fig	N
<i>Guaiacum sactum</i>	Lignumvitae	N/ FL-Endangered
<i>Heliconia latispatha</i>	Lobsterclaw heliconia	E
<i>Krugiodendron ferrum</i>	Black ironwood	N
<i>Lasiacis divaricata</i>	Wild bamboo	N
<i>Livistona chinensis</i>	Chinese fan palm	E
<i>Lysiloma latisiliquum</i>	False tamarind	N
<i>Monstera deliciosa</i>	Swiss-cheese plant	E
<i>Ocotea coriacea</i>	Lancewood	N
<i>Oplismenus hirtellus</i>	Woodgrass	N
<i>Parthenocissus quinquefolia</i>	Virginia creeper	N
<i>Passiflora suberosa</i>	Corkystem passionflower	N
<i>Peperomia obtusifolia</i>	Florida peperomia	N FL-Endangered
<i>Pisonia aculeata</i>	Devil's claws	N
<i>Pithecellobium dulce</i>	Monkey pod	E
<i>Psychotria nervosa</i>	Wild coffee	N
<i>Quercus virginiana</i>	Live oak	N
<i>Schefflera actinophylla</i>	Queensland umbrella tree	E/EPPC I
<i>Schinus terebinthifolia</i>	Brazilian pepper	E/EPPC I
<i>Senna liqustrina</i>	Privet senna	N
<i>Sideroxylon foetidissimum</i>	False mastic	N
<i>Sideroxylon salicifolium</i>	Willow bustic	N
<i>Simarouba glauca</i>	Paradise tree	N
<i>Smilax spp.</i>	Greenbrier	N
<i>Syngonium podophyllum</i>	American evergreen	E/EPPC I
<i>Tectaria fimbriata</i>	Least halberd fern	N/FL-Endangered
<i>Tectaria incise</i>	Halberd fern	E
<i>Thelypteris kunthii</i>	Southern shield fern	N
<i>Thrinax radiata</i>	Florida thatch palm	N/FL-Endangered
<i>Tillandsia spp.</i>	Airplant	N
<i>Toxicodendron radicans</i>	Poison ivy	N
<i>Tradescantia spathacea</i>	Oyster plant	E/EPPC II
<i>Tradescantia zebrina</i>	Inchplant	E
Unknown exotic palms		E

***Please note that this is not a complete plant species list.**

MANAGEMENT PLAN AGREEMENT (must be signed by all owners)

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


SIGNATURE

06/13/2023
DATE

ATTACHMENT C

THIS INSTRUMENT PREPARED BY:

Keith E. Fleri

Mailing address:

26955 SW 192 Avenue

Miami, Florida 33031

COVENANT RUNNING WITH THE
LAND IN FAVOR OF MIAMI-DADE
COUNTY, FLORIDA, CONCERNING
ENVIRONMENTALLY ENDANGERED
LAND LOCATED AT 26955 SW 192
AVENUE, MIAMI-DADE COUNTY,
FLORIDA, CURRENTLY FOLIO # 30-
6835-000-0092.

WHEREAS, the undersigned Owner, Keith E. Fleri, 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.

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

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this 9th day of June, 2023.

WITNESSES:

Sign: [Signature]

Print: Joshua P Gallo

Sign: [Signature]

Print: Melody Gallo

OWNER: Keith E. Fleri

Sign: [Signature]

Print: Keith Fleri

Title: Owner

Address: 26955 SW 192 ave
Homestead FL 33031

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

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

☒ physical presence ☐ online notarization this 9th day of June, 2023.
(date) (month) (year)

by Keith Fleri
(name(s) of individual swearing or affirming)

Individual identified by: ☐ personal knowledge ☒ satisfactory evidence FL/DL
(type)



[Signature]
(Signature of Notary Public)

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

EXHIBIT A

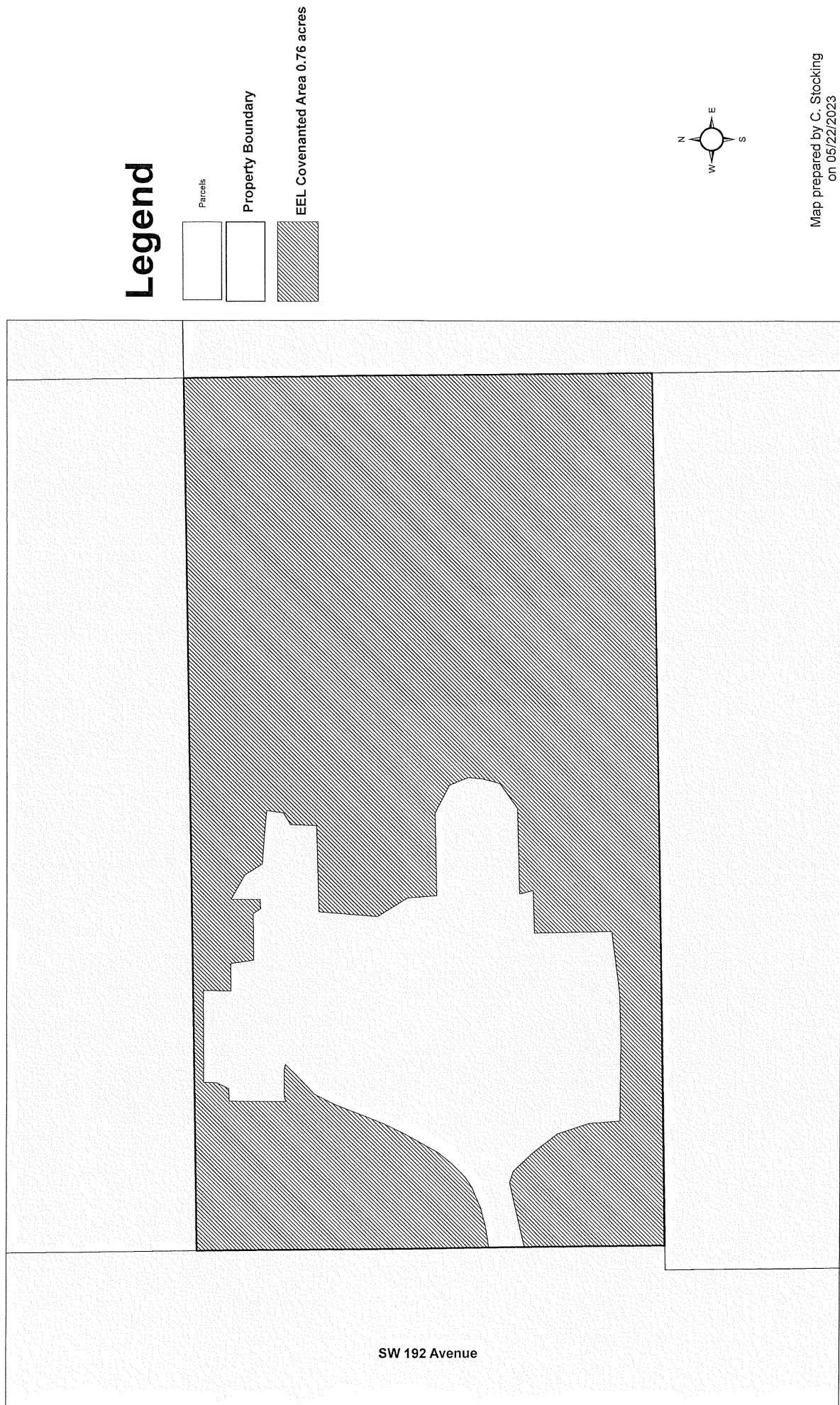
LEGAL DESCRIPTION

Folio Number: 30-6835-000-0092

Property Address: 26955 SW 192 AVENUE, MIAMI, FLORIDA 33031

Legal description: THE NORTH 154.84 FEET OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, LESS THE WEST 35 FEET THEREOF, IN SECTION 35, TOWNSHIP 56 SOUTH, RANGE 38 EAST, LYING AND BEING IN DADE COUNTY, FLORIDA.

Exhibit B: EEL Covenant Boundary on the property of Keith E. Fleri
Folio: 30-6835-000-0092



MDC043

Exhibit C
Management Plan
for Keith A. Fleri

Location: 26955 SW 192 AVE, Miami-Dade County, Florida.

Size: 1.15 acre parcel
0.76 acres qualify for an Environmentally Endangered Lands (EEL) covenant

Folio #: 30-6835-000-0092

Forest Type: Pine Rockland and Tropical Hardwood Hammock

Location

The property is located in Section 35 of Township 56 South, Range 38. It is located on the east side of SW 192 Ave and north of SW 270 Street.

Distance from nearest County-owned Natural Forest Community (NFC) site: ~0.5 miles from West Biscayne Pineland Preserve (folio #: 30-7802-000-0070)

Distance from nearest privately-owned Natural Forest Community (NFC) site: ~450 feet from Bruce Schaffer & Pamela Moon (folio #: 30-6835-000-0185)

Distance from nearest EEL Covenanted site: ~450 feet from Bruce Schaffer & Pamela Moon (folio #: 30-6835-000-0185)

Property Information

The property consists of a rectangular-shaped parcel of non-NFC pineland that contains a private residence in the center of the parcel. Also within the property is a pool, 2 garages and a shed. This property is surrounded by residential land use.

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 pine. 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 depend on fire to keep them from transitioning into hardwood hammocks. Fire exclusion has caused many properties that were formerly

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

Present Condition

The natural plant community within the property is typical of a pine rockland with a hardwood or transitional subcanopy. The understory consists of many typical tropical hardwood hammock and pine rockland plant species. These include, but are not limited to, willow bastic (*Sideroxylon salicifolia*), myrsine (*Myrsine cubana*), silver palm (*Coccothrinax argentata*), West Indian lilac (*Tetrazygia bicolor*), white indigoberry (*Randia aculeata*), saw palmetto (*Serenoa repens*), poisonwood (*Metopium toxiferum*) and coontie (*Zamia pumila*). The property owner has been working with the Institute for Regional Conservation (IRC) over the past 2 years on thinning out the native hardwoods from the covenanted area. This has created a more open canopy, which is an essential feature of a healthy pine rockland, allowing for the establishment of a diverse understory of native shrubs and herbaceous plants. Overall, the site has a medium amount of plant diversity which include a few endemic and/or listed species.

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 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.

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 native plant biodiversity within the EEL covenanted area.
2. Maintain and increase pine rockland plant species by controlling hardwoods.
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 and maintain 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 possible.
7. The property owner shall submit annual reports to RER-DERM listing all the management practices and treatments that were conducted within the covenanted area. This report is due by February 1st for the previous year's activities.

Management Techniques and Schedule

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

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

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>Acalypha chamaedrifolia</i>	Bastard copperleaf	N
<i>Albizia lebbek</i>	Woman's tongue	E/EPPC (I)
<i>Ambrosia artemisiifolia</i>	Common ragweed	N
<i>Anemia adiantifolia</i>	Pineland fern	N
<i>Ardisia elliptica</i>	Shoebutton ardisia	E/EPPC (I)
<i>Bidens alba</i>	Spanish needles	N
<i>Bischofia javanica</i>	Bishopwood	E/EPPC (I)
<i>Bursera simaruba</i>	Gumbo limbo	N
<i>Chiococca alba</i>	Snowberry	N
<i>Chrysophyllum oliviforme</i>	Satinleaf	N/ FL threatened
<i>Coccothrinax argentata</i>	Florida silver palm	N/ FL threatened
<i>Crossopetalum ilicifolium</i>	Quailberry	N/ FL threatened
<i>Croton linearis</i>	Pineland croton	N
<i>Ficus aurea</i>	Strangler fig	N
<i>Galium hispidum</i>	Coastal bedstraw	N
<i>Guettarda scabra</i>	Rough velvetseed	N
<i>Jasminum dichotomum</i>	Gold Coast jasmine	E/EPPC (I)
<i>Manilkara zapota</i>	Sapodilla	E/EPPC (II)
<i>Metopium toxiferum</i>	Poisonwood	N
<i>Myrsine cubana</i>	Myrsine	N
<i>Parthenocissus quinquefolia</i>	Virginia creeper	N
<i>Passiflora suberosa</i>	Corky stem passionflower	N
<i>Picramnia pentandra</i>	Florida bitter bush	N/FL endangered
<i>Pinus elliottii</i> var. <i>densa</i>	South Florida slash pine	N
<i>Pimenta dioica</i>	Allspice	E
<i>Psilodim nudum</i>	Whisk-fern	N
<i>Psychotria nervosa</i>	Wild coffee	N

<i>Pteridium aquilinum</i> var. <i>caudatum</i>	Lacy bracken	N
<i>Quercus virginiana</i>	Live oak	N
<i>Randia aculeata</i>	White indigoberry	N
<i>Rhus copallinum</i>	Southern sumac	N
<i>Sabal palmetto</i>	Cabbage palm	N
<i>Schefflera actinophylla</i>	Queensland umbrellatree	E/EPPC (I)
<i>Serenoa repens</i>	saw palmetto	N
<i>Sideroxylon salicifolia</i>	willow bustic	N
<i>Smilax auriculata</i>	earleaf greenbrier	N
<i>Smilax bona-nox</i>	Saw greenbrier	N
<i>Syngonium aureum</i>	pothos vine	E/EPPC (I)
<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>Trema micranthum</i>	nettletree	N
<i>Turnera ulmifolia</i>	yellow alder	E
<i>Vitis rotundifolia</i>	Muscadine grapevine	N
<i>Zamia integrifolia</i>	Coontie	N

***Please note that this is not a complete plant species list.**

MANAGEMENT PLAN AGREEMENT (must be signed by all owners)

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

Keith Fleri

SIGNATURE

6/9/23

DATE

ATTACHMENT D

THIS INSTRUMENT PREPARED BY:

Terry & Barbara Glancy

Mailing address:

21100 SW 300 Street

Homestead, Florida 33030

COVENANT RUNNING WITH THE
LAND IN FAVOR OF MIAMI-DADE
COUNTY, FLORIDA, CONCERNING
ENVIRONMENTALLY ENDANGERED
LAND LOCATED AT 21100 SW 300
STREET, MIAMI-DADE COUNTY,
FLORIDA, CURRENTLY FOLIO # 30-
7809-000-0110.

WHEREAS, the undersigned Owner, Terry and Barbara Glancy, 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
9th day of June, 2023.

WITNESSES:

Sign: [Signature]

Print: Olga Galagan

Sign: [Signature]

Print: Joy Nath

OWNER: Terry Glancy

Sign: [Signature]

Print: TERRY A. GLANCY

Title: _____

Address: 21100 SW 300TH STREET
HOMESTEAD, FL 33030

WITNESSES:

Sign: [Signature]

Print: Olga Galagan

Sign: [Signature]

Print: Joy Nath

OWNER: Barbara Glancy

Sign: [Signature]

Print: BARBARA C. GLANCY

Title: _____

Address: 21100 SW 300TH STREET
HOMESTEAD, FL 33030

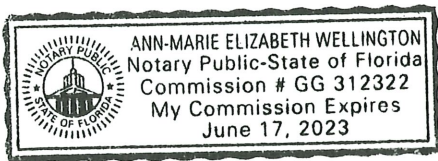
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

☒ physical presence ☐ online notarization this 9th day of June, 2023.
(date) (month) (year)

by Terry (Terrance) Glancy and Barbara Glancy
(name(s) of individual swearing or affirming)

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



(Affix Florida Notary Seal above)

A stylized handwritten signature in blue ink, appearing to read 'Ann-Marie Wellington'.

(Signature of Notary Public)

Ann-Marie Wellington
(typed, printed, or stamped name of Notary Public)

EXHIBIT A

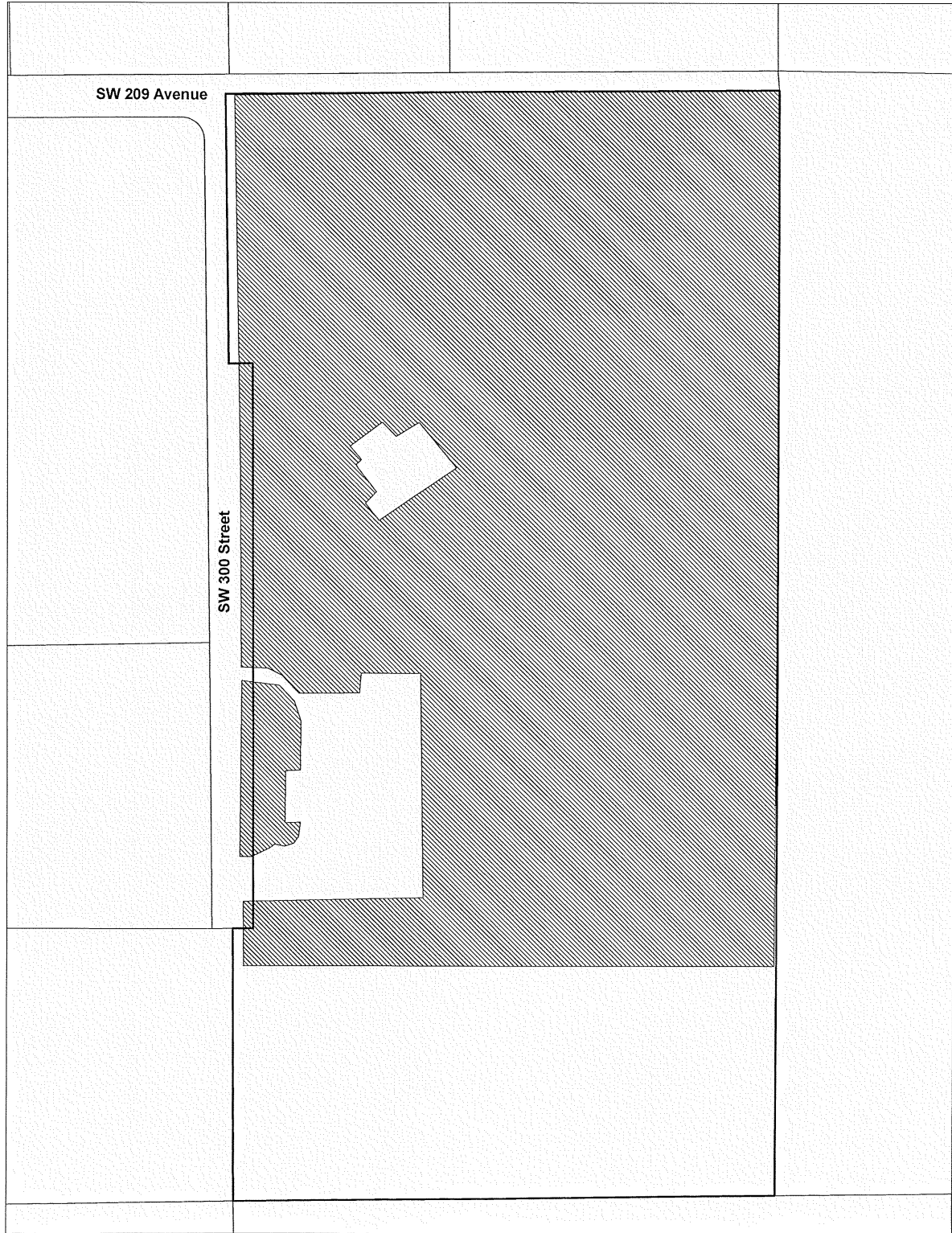
LEGAL DESCRIPTION

Folio Number: 30-7809-000-0110

Property Address: 21100 SW 300 STREET, HOMESTEAD, FLORIDA
33030

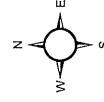
Legal description: THE NORTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE
NORTHEAST $\frac{1}{4}$ LESS N 25 FEET OF THE EAST $\frac{1}{2}$ OF
THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF
THE NORTHEAST $\frac{1}{4}$ AND LESS N 25 FEET OF THE
WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SOUTHWEST $\frac{1}{4}$
OF NORTHWEST $\frac{1}{4}$ FOR R/W.

Exhibit B: EEL Covenant Boundary on the property of Terry & Barbara Glancy
Folio: 30-7809-000-0110



Legend

- Parcels
- EEL Covenanted Area: 14.00 Acres
- Property Boundary



Map prepared by C. Stocking
on 05/22/2023

**Exhibit C
Management Plan
for Terry & Barbara Glancy**

Location: 21100 SW 300 St, Miami-Dade County, Florida.

Size: 19.63 acre parcel
14.00 acres qualify for an Environmentally Endangered Lands (EEL) covenant

Folio #: 30-7809-000-0110

Forest Type: Pine Rockland

Location

The property is located at 21100 SW 300th Street, Homestead, Florida 33030 and lies outside of the Urban Development Boundary (UDB). It is surrounded by agricultural lands on the southern and western boundaries, a property containing Natural Forest Community to the north, and a residential property to the east.

Distance from nearest County-owned NFC site: approximately 1,340 feet from Northrop Pineland Preserve (folio #: 30-7810-000-0215)

Distance from nearest privately-owned NFC site: approximately 10 feet from the John Michael Lynn (folio #: 30-7809-000-0051)

Distance from nearest EEL Covenanted site: approximately 4,735 feet from Carlos Machado (folio #: 30-7810-000-0081)

Property Information

The property consists of a 19.63 acre rectangular-shaped parcel of which 14.00 acres qualify for an EEL Covenant. In 1984, this property was designated as pine rockland Natural Forest Community via Resolution R-1764-84. The western 4 acres is currently used for agriculture. The property also has a single-family residence.

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 pine. 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 depend 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 EEL Covenant qualifying portion of the property can be separated into a single 14.00 acre management area. This pine rockland supports a high floral richness of native vegetation characteristic of pine rocklands and contains high quality substrate including solution holes. This site is in excellent condition and appears to have some of the highest plant diversity of any pine rockland in Miami-Dade County. There have been several prescribed burns (1979, 1982, 1987, 1990, 1993, 1997, 2005, 2008, 2011, 2013, 2016 and 2019) and one wild fire (2000) at this site. A prescribed burn is being planned for 2023. Since 1992, slash pine tubelings have been replanted throughout the property (1994, 1995, 1998, 2000, 2002, 2005, and 2006), in distinct island groupings using seed from Long Pine Key in ENP to preserve the exact genotype of *Pinus* that occurred on the property historically. Other native plant species have also been planted by the property owners. Since 2004, natural sprouting and growth of seedlings from the planted pine trees have occurred throughout the property. As a result of replanting, ongoing restoration, and maintenance practices, the EEL covenant area is of higher quality than any other EEL covenant site in Miami-Dade County.

The understory of this pineland consists of many common species including sabal palm (*Sabal palmetto*), saw palmetto (*Serenoa repens*), poisonwood (*Metopium toxiferum*), myrsine (*Mysine cubana*), white indigoberry (*Randia aculeata*), locust berry (*Byrsonima lucida*), and a high diversity of grasses/sedges, wildflowers, and ferns.

Thirty-nine listed and/or endemic plant species reportedly inhabit this site. Those that were observed during the most recent inspection include the silver palm (*Coccothrinax argentata*), pineland jacquemontia (*Jacquemontia curtissi*), and coontie (*Zamia pumila*) that are state-listed species, and Small's milkpea (*Galactia smallii*) which is federally listed as endangered. Fairchild Tropical Botanic Garden has recently planted several dozen federally endangered Florida Brickell bush (*Brickellia mosieri*) in the hopes of creating a self-sustaining population. Five or six individuals were observed during the inspection.

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 and overall

excellent health of the pine rockland is due to the continuous commitment of the owners to the long-term maintenance of the area as a natural preserve. The county will benefit from the active management of the site through the inherent values that natural areas provide and by gaining improved and increased wildlife habitat and biodiversity. It is important to note that the preservation of this site, as well as other natural areas in the EEL Covenant Program, provides other environmental benefits such as carbon sequestration, ground water recharging, and storm water runoff reduction.

Overall, the site is in excellent condition and will continue to be maintained with future management efforts encouraged and supported by the EEL covenant. Future management of this property will center on continuing to control invasive exotic plants, vine control, supplemental native plantings, and prescribed burns.

Ecological Goals

1. Maintain area to allow for continued preservation of herbaceous pine rockland species.
2. Promote regeneration and growth of pine rockland species to achieve an open canopy and uneven age class of slash pines.
3. Provide suitable habitat for native wildlife.
4. Eliminate non-native and control invasive plant species found on the site.

Management Goals

1. Maintain invasive exotic plants to 3% or less coverage within the covenanted area.
2. Maintain biodiversity of appropriate native plant species, focusing on rare and listed species.
3. Continue controlling hardwood species.
4. Continue to perform prescribed burns as necessary.
5. The property owner shall submit annual reports to RER-DERM listing all the management practices and treatments that were conducted within the covenanted area. This report is due by February 1st for the previous year's activities.

Management Techniques and Schedule

(No heavy machinery is allowed within the site. All work must be done by hand (i.e. chainsaw, hand tools) See current NFC Exotic Removal Permit for more details.)

Years 1-10: Continue exotic control to ensure 3% or less exotic coverage within the EEL covenanted area. Retreat any re-sprouting or recolonizing invasive exotic plants. Continue to selectively control hardwoods located within covenanted area and allow for pine proliferation. Monitor native plants recruitment and planting as necessary. All plantings must be approved by the Tree and Forest

Resources Section. Perform prescribed burns as needed (every 3-5 years) to maintain herbaceous pine rockland species. Submission of a yearly report listing all management practices and treatment activities conducted within the covenanted area.

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
Fed Endangered	listed as an endangered species by the Federal Government
Fed Threatened	listed as a threatened species by the Federal Government
E	exotic to South Florida
EPPC I	category I as per Florida Exotic Pest Plant Council (most invasive)
EPPC II	category II as per Florida Exotic Pest Plant Council (invasive)

<u>Scientific Name</u>	<u>Common Name</u>	<u>Origin/Status</u>
<i>Abildgaardia ovata</i>	Flatspike Sedge	N
<i>Acalypha chamaedrifolia</i>	Bastard Copperleaf	N
<i>Agalinis purpurea</i>	Purple False Foxglove	N
<i>Alvaradoa amorphoides</i>	Mexican alvaradoa	N/ FL endangered
<i>Ambrosia artemisiifolia</i>	Common Ragweed	N/ R
<i>Andropogon glomeratus</i> var. <i>pumilis</i>	Bushy Bluestem	N
<i>Andropogon longiberbis</i>	Hairy Bluestem	N
<i>Andropogon ternaries</i>	Splitbeard Bluestem	N
<i>Andropogon virginicus</i>	Broom Sedge	N
<i>Angadenia berteroi</i>	Pineland Allamanda	N / FL threatened
<i>Ardisia escallonioides</i>	Marlberry	N
<i>Argythamnia blodgettii</i>	Blodgett's Silverbush	N/ FL endangered
<i>Aristida purpurascens</i>	Arrowfeather threeawn	N
<i>Astraea lobata</i>	Lobed croton	N
<i>Asclepias curassavica</i>	Tropical Milkweed	E
<i>Ayenia euphrasifolia</i>	Eyebright Ayenia	N
<i>Baccharis halimifolia</i>	Saltbush; Sea-myrtle	N/ R
<i>Berlandiera subacaulis</i>	Florida Green-Eyes	N/ Endemic
<i>Bidens alba</i>	Spanish needles	N/ R
<i>Bouteloua hirsuta</i>	Hairy Gamma	N
<i>Bothriochloa pertusa</i>	Pitted Beardgrass	E
<i>Brickellia moseri</i>	Mosier's false boneset	N/ FL endangered
<i>Buchnera americana</i>	Bluehearts	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>Calypotocarpus vialis</i>	Straggler's Daisey	E

<i>Capraria biflora</i>	Goatweed	N
<i>Cassytha filiforinis</i>	Love Vine; Devil's Gut	N
<i>Cenchrus gracillirrus</i>	Slender Sandburr	N
<i>Centrosema virginianum</i>	Butterfly Pea	N
<i>Chamaecrista deeringiana</i>	Deering Partridge Pea	N
<i>Chamaecrista nictitans</i> var. <i>aspera</i>	Sensitive Pea	N
<i>Chaptalia albicans</i>	White Sunbonnets	N / FL threatened
<i>Chiococca alba</i>	Snowberry	N
<i>Chromolaena odorata</i>	Jack-in-the-bush	N
<i>Cirsium horridulum</i>	Purple Thistle	N
<i>Clematis baldwinii</i>	Pine Hyacinth	N/ Endemic
<i>Cnidoscolus stimulosus</i>	Tread-Softly	N
<i>Coccothrinax argentea</i>	Florida silver palm	N / FL threatened
<i>Conoclinium coelestinum</i>	Blue Mistflower	N
<i>Conyza canadensis</i> var. <i>pusilla</i>	Dwarf Horseweed	N
<i>Crossopetalum ilicifolium</i>	Quailberry	N / FL threatened
<i>Crotalaria pumila</i>	Low Rattlebox	N
<i>Croton linearis</i>	Pineland Croton	N
<i>Croton lobatus</i>	Lobed Croton	N
<i>Cyanthillium cinereum</i>	Little Ironweed	E
<i>Cyperus ligularis</i>	Swamp Flatsedge	N
<i>Cyperus polystachyos</i>	Manyspike Flatsedge	N
<i>Dalea carnea</i> var. <i>carnea</i>	White Tassels	N
<i>Dalea floridana</i>	Florida Prairie Clover	N N
<i>Desmodium incanum</i>	Beggar's tick	N
<i>Desmodium marilandicum</i>	Smooth Ticktrefoil	N
<i>Desmodium tortuosum</i>	Dixie Ticktrefoil	E
<i>Desmodium triflorum</i>	Threeflower Ticktrefoil	E
<i>Dichanthelium aciculare</i>	Needleleaf Witchgrass	N
<i>Dichanthelium strigosum</i> var. <i>glabrescens</i>	Roughhair Witchgrass	N
<i>Digitaria filiformis</i> var. <i>dolichophylla</i>	Caribbean Crabgrass	N / FL threatened
<i>Digitaria filiformis</i> var. <i>filiformis</i>	Slender Crabgrass	N
<i>Dodonaea viscosa</i> var. <i>angustifolia</i>	Varnishleaf	N
<i>Dyschoriste angusta</i>	Pineland Twinflower	N
<i>Echites umbellate</i>	Devil's Potato	N
<i>Eclipta prostrata</i>	False Daisey	N
<i>Eleocharis geniculata</i>	Canada Spikerush	N
<i>Eugenia axillaris</i>	White Stopper	N
<i>Euphorbia cyanthophora</i>	Painted Leaf	N
<i>Euphorbia deltoidea</i> subsp. <i>pinetorum</i>	Pineland Sandmat	N/ FL endangered
<i>Euphorbia hirta</i>	Pillpod Sandmat	N
<i>Euphorbia hypericifolia</i>	Graceful Sandmat	N
<i>Euphorbia mendezii</i>	Mendez's Sandmat	E
<i>Euphorbia pergamena</i>	Rockland Spurge	N / FL threatened
<i>Euphorbia pinetorum</i>	Rockland Poinsettia	N/ FL endangered
<i>Eragrostis ciliaris</i>	Gophertail Lovegrass	E
<i>Erechites hieracifolia</i>	Hawkweed, Fireweed	N
<i>Erigeron quercifolius</i>	Oakleaf Fleabane	N

<i>Ernodia cokeri</i>	Coker's Beach Creeper	N/ FL endangered
<i>Eupatorium capillifolium</i>	Dog Fennel	N/R
<i>Eustachys petraea</i>	Pinewoods Fingergrass	N
<i>Evolvus sericeus</i>	Silver Dwarf Morning-Glory	N
<i>Ficus aurea</i>	Strangler Fig	N
<i>Flaveria linearis</i>	Narrowleaf Yellowtops	N
<i>Forestiera segregata</i>	Florida Privet	N
<i>Galactia pinetorum</i>	Narrowleaf Milkpea	N/Endemic
<i>Galactia regularis</i>	Eastern Milkpea	N
<i>Galactia smallii</i>	Small's Milkpea	N/Fed endangered
<i>Galactia volubilis</i>	Narrowleaf Milkpea	N
<i>Galium hispidulum</i>	Coastal Bedstraw	N
<i>Guettarda elliptica</i>	Hammock Velvetseed	N
<i>Guettarda scabra</i>	Rough Velvetseed	N
<i>Herissantia crispa</i>	Bladdermallow	N
<i>Hypoxis wrightii</i>	Brittleseed Yellow Stargrass	N
<i>Hyptis alata</i>	Musky Mint	N
<i>Indigofera miniata</i> var. <i>floridana</i>	Florida Coastal Indigo	N
<i>Indigofera spicata</i>	Trailing Indigo	E
<i>Imperata brasiliensis</i>	Brazilian Satintail	N
<i>Ipomea microdactyla</i>	Man-In-The-Ground	N/ FL endangered
<i>Ipomea tenuissima</i>	Rockland Morning-Glory	N/ FL endangered
<i>Ipomea triloba</i>	Three Lobe morning-Glory	E
<i>Jacquemontia curtisii</i>	Pineland Clustervine	N/ FL endangered
<i>Koanophyllon villosum</i>	Shrub Thoroughwort	N/ FL endangered
<i>Lantana camara</i>	Shrub Verbena	E/ EPCC (I)
<i>Lantana depressa</i>	Rockland Lantana	N/ FL endangered
<i>Lantana involucrata</i>	Buttonsage	N
<i>Leptochloa fascicularis</i>	Bearded Strangletop	N
<i>Liatris tenuifolia</i>	Shortleaf Gayfeather	N
<i>Linum carteri</i> var. <i>smallii</i>	Small's Flax	N/ FL endangered
<i>Macroptilium lathyroides</i>	Wild Bushbean	E
<i>Malvastrum corymbosum</i>	False Mallow	N
<i>Melanthera nivea</i>	Snow Squarestem	N
<i>Melinis repens</i>	Rose Natal Grass	E/ EPCC (I)
<i>Melothria pendula</i>	Creeping Cucumber	N
<i>Metastelma bodgetti</i>	Blodgett's Swallowwort	N / FL threatened
<i>Metopium toxiferum</i>	Poisonwood	N
<i>Mikania scandens</i>	Climbing Hempvine	N
<i>Morinda royoc</i>	Cheese Shrub	N
<i>Myrsine cubana</i>	Myrsine	N
<i>Myrica cerifera</i>	Wax Myrtle	N
<i>Oenothera angustifolia</i>	Southern Beeblossom	N
<i>Parthenocissus quinquefolia</i>	Virginia creeper	N
<i>Paspalum caespitosum</i>	Blue Crowngrass	N
<i>Paspalum conjugatum</i>	Hilograss	N
<i>Paspalum setaceum</i>	Thin Paspalum	N
<i>Paspalum urvillei</i>	Vaseygrass	N

<i>Passiflora suberosa</i>	Corky Stem Passionflower	N
<i>Pectis glaucescens</i>	Tea Blinkum	N
<i>Pectis prostrata</i>	Spreading Pinchweed	N
<i>Persea palustris</i>	Swamp Bay	N
<i>Phyllanthus pentaphyllus</i> var. <i>floridana</i>	Fivepetal Leafflower	N/ Endemic
<i>Phyllanthus tenellus</i>	Mascarene Islad Leafflower	E
<i>Physalis walterii</i>	Walter's Ground-Cherry	N/ Endemic
<i>Pinus elliottii</i> var. <i>densa</i>	South Florida slash pine	N/ Endemic
<i>Piriqueta cistoides</i>	Pitted stripeseed	N
<i>Polygala grandiflora</i>	Showy Milkwort	N
<i>Polypremum procumbens</i>	Rustweed	N
<i>Psychotria nervosa</i>	Wild Coffee	N
<i>Pteridium aquilinum</i> var. <i>caudatum</i>	Lacy Bracken	N
<i>Pteris bahamensis</i>	Bahama Ladder Brake	N / FL threatened
<i>Pterocaulon pychostachyum</i>	Blackroot; Rabbit Tobacco	N
<i>Quercus virginiana</i>	Live Oak	N
<i>Randia aculeata</i>	White Indigoberry	N
<i>Rhus copallinum</i>	Winged Sumac	N
<i>Rhynchosia minima</i>	Least Snout Bean	N
<i>Rhynchosia reniformis</i>	Dollarweed	N
<i>Rhynchospora floridensis</i>	Florida Whitetop	N
<i>Rhynchospora globularis</i>	Globe Beak Sedge	N
<i>Rhynchospora grayi</i>	Grey's Beak Sedge	N
<i>Richardia grandiflora</i>	Mexican Clover	E
<i>Ruellia succulenta</i>	Wild Petunia	N/ Endemic
<i>Sabal palmetto</i>	Cabbage Palm	N
<i>Sachsia poycephala</i>	Bahama Sachsia	N / FL threatened
<i>Samolus ebracteatus</i>	Water Pimpernel	N
<i>Schinus terebinthifolius</i>	Brazilian Pepper	E / EPPC (I)
<i>Schyzacharium gracile</i>	Wire Bluestem	N
<i>Schyzachyrium sanguineum</i>	Crimson Bluestem	N
<i>Schyzachyrium scoparium</i>	Little Bluestem	N
<i>Scutellaria havanensis</i>	Havana Skullcap	N/ FL endangered
<i>Senna mexicana</i> var. <i>chapmanii</i>	Bahama Senna	N/ FL threatened
<i>Serenoa repens</i>	Saw Palmetto	N
<i>Sida acuta</i>	Commone Fireweed	N
<i>Sida elliotti</i>	Elliott's Fanpetal	N
<i>Sida rhombifolia</i>	Cuban Jute	N
<i>Sideroxylon reclinatum</i> var. <i>astrofloridense</i>	Everglades Bully	N/ Endemic
<i>Sideroxylon salicifolium</i>	Willow Bustic	N
<i>Sisyrinchium angustifolium</i>	Narrowleaf Blue-Eyed Grass	N
<i>Smilax auriculata</i>	Earleaf Greenbrier	N
<i>Solidago leavenworthii</i>	Leavenworth's Goldenrod	N
<i>Solidago odora</i> var. <i>chapmanii</i>	Chapman's Goldenrod	N
<i>Solidago sempervirens</i>	Seaside Goldenrod	N
<i>Spermacoce assurgens</i>	Woodland False Buttonweed	N
<i>Spermacoce terminalis</i>	Everglades Key False	N/ FL threatened
<i>Spermacoce verticillata</i>	Shrubby False Buttonweed	E

<i>Stachytarpheta jamaicensis</i>	Blue Porterweed	N
<i>Stenaria nigricans</i> var. <i>floridana</i>	Diamond Flowers	N
<i>Stylingia sylvetica</i>	Queen's Delight	N
<i>Symphyotrichum adnatus</i>	Clasping Aster	N
<i>Tephrosia florida</i>	Florida Hoarypea	N
<i>Tetrazygia bicolor</i>	West Indian lilac	N / FL threatened
<i>Tillandsia balbisiana</i>	Northern Wild-Pine	N / FL threatened
<i>Tillandsia fasciculate</i> var. <i>densispica</i>	Cardinal Airplant	N / FL endangered
<i>Thelypteris kunthii</i>	Wood Fern	N
<i>Toxicodendron radicans</i>	Poision Ivy	N
<i>Tragia saxicola</i>	Florida Keys Noseburn	N / FL threatened
<i>Trema micranthum</i>	Nettletree	N
<i>Vachellia farnesiana</i> var. <i>pinetorum</i>	Pineland Acacia	N/ Endemic
<i>Vernonia blodgettii</i>	Blodgett's Ironweed	N
<i>Vitis cinerea</i> var. <i>floridana</i>	Florida Grape	N
<i>Vitis rotundifolia</i>	Muscadine Grapevine	N
<i>Waltheria indica</i>	Sleepy Morning	N
<i>Zamia integrifolia</i>	Coontie	N

***Please note that this is not a complete plant species list.**

MANAGEMENT PLAN AGREEMENT (must be signed by all owners)

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

Terry A. Glancy
SIGNATURE

6/9/2023
DATE

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

Barbara C. Glancy
SIGNATURE

June 9, 2023
DATE

ATTACHMENT E

THIS INSTRUMENT PREPARED BY:

Todd P. & Diane E. Lary

Mailing address:

14870 SW 238 Street

Homestead, Florida 33032

COVENANT RUNNING WITH THE
LAND IN FAVOR OF MIAMI-DADE
COUNTY, FLORIDA, CONCERNING
ENVIRONMENTALLY ENDANGERED
LAND LOCATED AT 14870 SW 238
STREET, MIAMI-DADE COUNTY,
FLORIDA, CURRENTLY FOLIO # 30-
6921-000-0110.

WHEREAS, the undersigned Owner, Todd P. and Diane E. Lary, 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 JUNE, 2023.

WITNESSES:

Sign: [Signature]

Print: Brittney Lary

Sign: [Signature]

Print: Elizabeth Lary

OWNER: Todd P. Lary

Sign: [Signature]

Print: Todd P. Lary

Title: Owner

Address: 14870 SW 238 ST
Homestead, FL 33032

WITNESSES:

Sign: [Signature]

Print: Brittney Lary

Sign: [Signature]

Print: Elizabeth Lary

OWNER: Diane E. Lary

Sign: [Signature]

Print: Diane E. Lary

Title: Owner

Address: 14870 SW 238 ST
Homestead, FL 33032

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

☒ physical presence ☐ online notarization this 16 day of JUNE, 2023.
(date) (month) (year)

by TODD P. LARY AND DIANE E LARY
(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)

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

EXHIBIT A

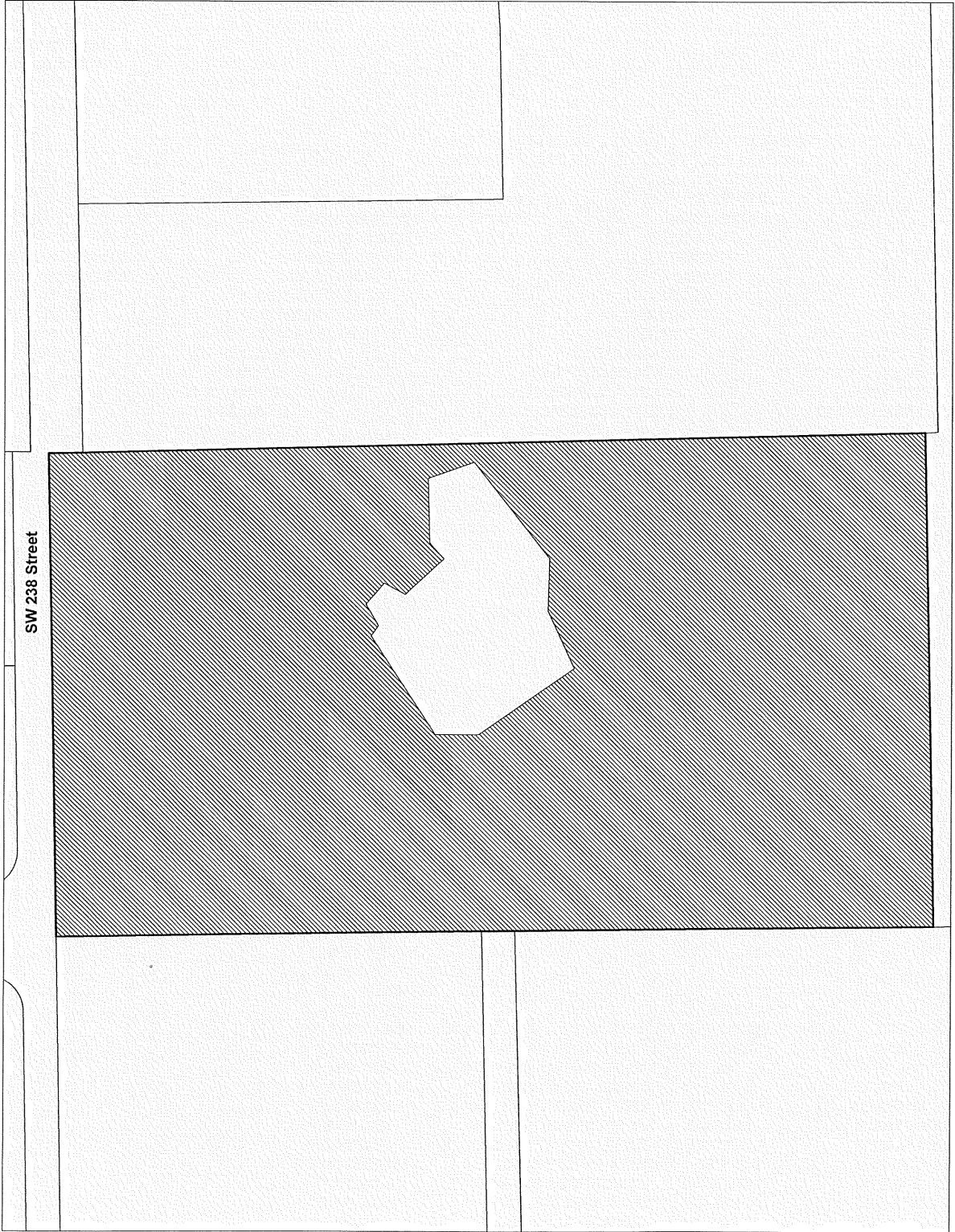
LEGAL DESCRIPTION

Folio Number: 30-6921-000-0110

Property Address: 14870 SW 238 STREET, HOMESTEAD, FLORIDA
33032

Legal description: THE WEST ½ OF THE SOUTHWEST ¼ OF THE
SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION
21, TOWNSHIP 56 SOUTH, RANGE 39 EAST, OF THE
PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

Exhibit B: EEL Covenant Boundary on the property of Todd P. & Diane E. Lary
Folio: 30-6921-000-0110



Legend

- Parcels
- EEL Covenanted Area: 4.50 acres
- Property Boundary



Map prepared by C. Stocking
on 05/22/2023

Exhibit C
Management Plan
for Todd and Diane Lary

Location: 14870 SW 238 St, Miami-Dade County, Florida.

Size: 4.82 acre parcel
4.50 acres qualify for an Environmentally Endangered Lands (EEL) covenant

Folio #: 30-6921-000-0110

Forest Type: Pine Rockland and Tropical Hardwood Hammock

Location

The property is located in Section 21 of Township 56 South, Range 39. It is situated at the southeast corner of SW 238 Street and SW 149 Avenue. It is surrounded by residential properties with county-designated Natural Forest Community (NFC) on the east and west. The property to the south agricultural.

Distance from nearest County-owned Natural Forest Community (NFC) site: ~0.80 miles from Silver Palm Groves Pineland Preserve (folio #: 30-6915-000-0610)

Distance from nearest privately-owned Natural Forest Community (NFC) site: ~0.0 feet from M.M. Thompson (folio #: 30-6921-000-0120)

Distance from nearest EEL Covenanted site: ~0.0 feet from M.M. Thompson (folio #: 30-6835-000-0185)

Property Information

The property consists of a rectangular-shaped parcel of undeveloped Pine Rockland transitioning to a Tropical Hardwood Hammock that contains a private residence in the center of the parcel. This property is bordered on the east and west by county designated NFC pine rockland. Residential land use is located on the northern boundary and vacant land runs along the southern border. Additionally, 4.40 acres of subject site were designated as NFC (Pine Rockland) in 1984 by the Miami-Dade County Board of County Commissioners, via Resolution No. R-1764-84. The property is found on Miami-Dade County Natural Forest Community Map 34, T56 R39 S21, parcel B. NFCs are protected and regulated via Section 24-49 of the Code of Miami-Dade County.

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

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

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

Present Condition

The natural plant community is typical of a mosaic of Pine Rockland with pockets of mature Tropical Hardwood Hammock and areas of a mixed transitional subcanopy and understory due to fire suppression. The understory consists of many typical Tropical Hardwood Hammock and Pine Rockland plant species. Portions of the site contain numerous specimen sized trees typical of a Tropical Hardwood Hammock. Additionally, ten listed or/and endemic plant species are present these include: pineland allamanda (*Angadenia berteroi*), locust berry (*Byrsinoma lucida*), Florida silver palm (*Coccothrinax argentata*), satinleaf (*Chrysophyllum oliviforme*), lignumvitae (*Guaiacum sanctum*), Krug's holly (*Ilex krugiana*), shrub eupatorium (*Koanophyllum villosum*), *P. elliottii* var *densa*, West Indian lilac (*Tetrazygia bicolor*), and Keys wavyleaf noseburn (*Tragia saxicola*). The Pine Rockland area was planted with Slash Pine (*Pinus elliottii* var. *densa*) tree throughout. The site contains relatively intact substrate with numerous geological features such as outcroppings and three solution holes. The property owner has actively been cleaning out the 2 smaller solution holes of debris and fern recruitment has been observed in one. The property owner stated interest in a prescribed burn. Due to constraints, the property owner has instead been clearing woody understory mimicking the effects of fire.

The property owner has been working with the Institute for Regional Conservation (IRC) over the past 3 years on thinning out the native hardwoods from the covenanted area on the southside of the covenanted area. This has created a more open canopy, which is an essential feature of a healthy pine rockland, allowing for the establishment of a diverse understory of native shrubs and herbaceous plants. The opening of the canopy allowed for some exotic species to take hold in new places within the covenanted area. However, with exotic species management occurring regularly the site has about 10% exotic coverage. Ongoing regular maintenance will be key to achieving 3% or less exotic species coverage.

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 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. 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.

Overall, the site is in 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 the continued management of exotic species and selective hardwood control as needed if prescribed burning this area is not feasible.

Ecological Goals

1. Increase native plant biodiversity within the EEL covenanted area.
2. Maintain and increase pine rockland plant species by controlling hardwoods.
3. Remove and control exotic plants within the EEL covenanted area.
4. Provide habitat for native wildlife.

Management Goals

1. Eliminate exotic plant species from the interior of the site to achieve and maintain 3% or less exotic plant cover.
2. Continue to create open understory areas that promote regeneration of rare and diverse herbaceous plant species typical of the Pine Rocklands.
3. Allow natural regeneration of native plants, planting additional plants if necessary. All planting must be approved by RER-DERM.
4. Execute a prescribed burn of the covenanted area, if possible.
5. The property owner shall submit annual reports to RER-DERM listing all the management practices and treatments that were conducted within the covenanted area. This report is due by February 1st for the previous year's activities.

Management Techniques and Schedule

(No heavy machinery is allowed within the site. All work must be done by hand (i.e. chainsaw, hand tools) See current NFC 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 tubling establishment and plant more if appropriate and 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. Augment native plant diversity with appropriate pine rockland species.

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>Albizia lebbbeck</i>	woman's tongue	E/EPPC (I)
<i>Angadenia berteroi</i>	pineland allamanda	N/FL threatened
<i>Bursera simaruba</i>	gumbo limbo	N
<i>Byrsinoma lucida</i>	locust berry	N/FL threatened
<i>Callicarpa americana</i>	American beauty berry	N
<i>Capparis cynophallophora</i>	Jamaica caper-tree	N
<i>Chiococca alba</i>	snowberry	N
<i>Coccothrinax argentea</i>	Florida silver palm	N/FL threatened
<i>Chamaecrista deeringiana</i>	Deering's partridge pea	N
<i>Chamaecrista nictans</i> var <i>aspera</i>	hairy sensitive pea	N
<i>Chrysophyllum oliviforme</i>	satinleaf	N/FL threatened
<i>Dimocarpus longan</i>	longan	E

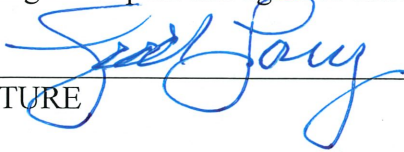
<i>Euphorbia cyathophora</i>	painted poinsettia	N
<i>Ficus aurea</i>	strangler fig	N
<i>Ficus citrifolia</i>	short-leaf fig	N
<i>Foresteria segregata</i>	privet	N
<i>Galium hispidum</i>	coastal bedstraw	N
<i>Guaiacum sanctum</i>	lignumvitae	N/FL endangered
<i>Guettarda scabra</i>	rough velvetseed	N
<i>Hamelia patens</i>	firebush	N
<i>Ilex krugiana</i>	Krug's holly	N/FL threatened
<i>Koanophyllum villosum</i>	shrub eupatorium	N/FL endangered
<i>Jasminum dichotomum</i>	Gold Coast jasmine	E/EPCC (I)
<i>Lantana camara</i>	Shrubverbena	E/EPCC (I)
<i>Lysiloma latisiliqua</i>	wild tamarind	N
<i>Mangifera indica</i>	mango	E
<i>Melinis repens</i>	natal grass	E/EPCC (I)
<i>Metopium toxiferum</i>	poisonwood	N
<i>Morinda royoc</i>	cheese weed	N
<i>Myrica cerifera</i>	wax myrtle	N
<i>Myrsine cubana</i>	myrsine	N
<i>Parthenocissus quinquefolia</i>	Virginia creeper	N
<i>Passiflora suberosa</i>	corky stem passionflower	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>Psychotria nervosa</i>	wild coffee	N
<i>Quercus pumila</i>	running oak	N
<i>Quercus virginiana</i>	live oak	N
<i>Randia aculeata</i>	white indigoberry	N
<i>Rhynchospora floridensis</i>	Florida whitetop	N
<i>Rhus copallinum</i>	winged sumac	N
<i>Sansevieria hyacinthoides</i>	bowstring hemp	E/EPCC (II)
<i>Sabal palmetto</i>	cabbage palm	N
<i>Serenoa repens</i>	saw palmetto	N
<i>Sideroxylon salicifolia</i>	willow bustic	N
<i>Simarouba glauca</i>	paradise tree	N
<i>Smilax auriculata</i>	earleaf greenbrier	N
<i>Stachytarpheta jamaicensis</i>	blue porterweed	N
<i>Syngonium aureum</i>	pothos vine	E/EPCC (I)
<i>Tetrazygia bicolor</i>	West Indian lilac	N/FL threatened
<i>Toxicodendron radicans</i>	poison ivy	N
<i>Tragia saxicola</i>	Noseburn	N/FL threatened
<i>Trema micranthum</i>	nettletree	N
<i>Turnera ulmifolia</i>	yellow alder	E
<i>Vitis rotundifolia</i>	Muscadine grapevine	N
<i>Zamia furfuracea</i>	cardboard palm	E
<i>Zamia pumila</i>	coontie	N

***Please note that this is not a complete plant species list.**

MANAGEMENT PLAN AGREEMENT (must be signed by all owners)

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

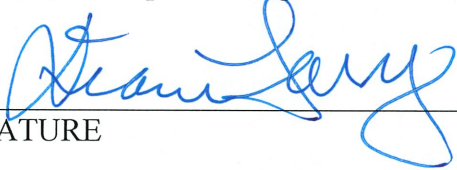
SIGNATURE



16 June 23
DATE

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

SIGNATURE



16 June 23
DATE

ATTACHMENT F

THIS INSTRUMENT PREPARED BY:

Arlene M. & L.L. Samalion

Mailing address:

26251 SW 162 Avenue

Homestead, Florida 33031

COVENANT RUNNING WITH THE
LAND IN FAVOR OF MIAMI-DADE
COUNTY, FLORIDA, CONCERNING
ENVIRONMENTALLY ENDANGERED
LAND LOCATED AT 26251 SW 162
AVENUE, MIAMI-DADE COUNTY,
FLORIDA, CURRENTLY FOLIO # 30-
6929-000-0371.

WHEREAS, the undersigned Owner, Arlene M. & L.L. Samalion, 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
7 day of July, 2023.

WITNESSES:

Sign: BB

Print: Brittany Branscome

Sign: h tulli

Print: Terra Luckman

OWNER: Arlene M. Samalion

Sign: Arlene M. Samalion

Print: Arlene M. Samalion

Title: owner

Address: 26251 SW 162 Ave

WITNESSES:

Sign: h tulli

Print: Terra Luckman

Sign: BB

Print: Brittany Branscome

OWNER: L.L. Samalion

Sign: L.L. Samalion

Print: Lori Samalion

Title: Owner

Address: 26251 SW 162 Ave

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 7 day of JULY, 2023.
(date) (month) (year)

by Islene Samalva and Laci Samalva
(name(s) of individual swearing or affirming)

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



(Affix Florida Notary Seal above)

Stephanie Collins
(Signature of Notary Public)

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

EXHIBIT A

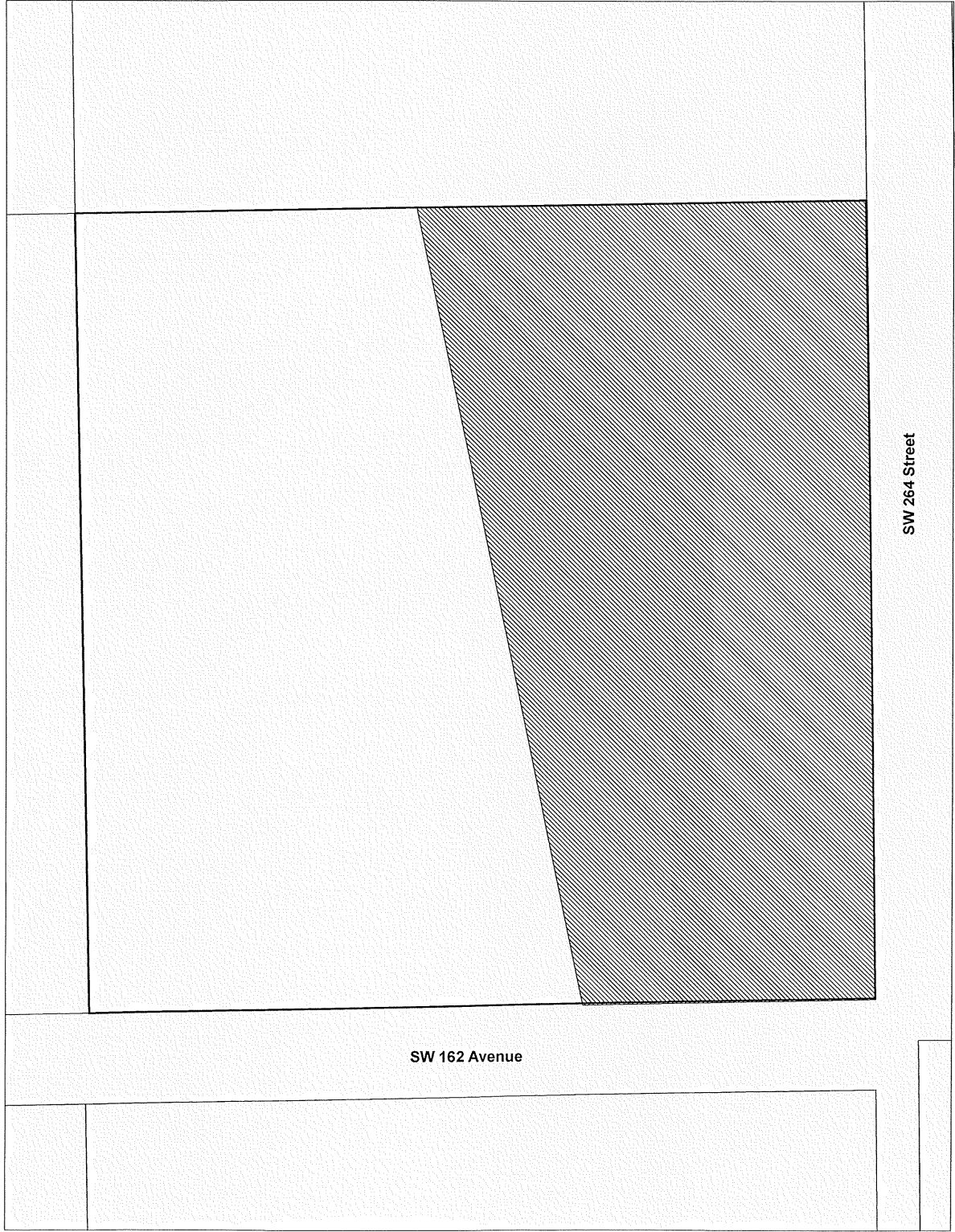
LEGAL DESCRIPTION

Folio Number: 30-6929-000-0371

Property Address: 26251 SW 162 AVENUE, HOMESTEAD, FLORIDA
33031

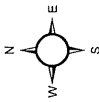
Legal description: THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE
SOUTHEAST $\frac{1}{4}$ OF SECTION 29, TOWNSHIP 56
SOUTH, RANGE 39 EAST, LESS THE SOUTH 35 FEET
AND THE WEST 35 FEET, LYING AND BEING IN
DADE COUNTY, FLORIDA.

Exhibit B: EEL Covenant Boundary on the property of Arelene M. and L.L. Samalion
Folio: 30-6929-000-0371



Legend

- Parcels
- EEL Covenanted Area: 4.34 Acres
- Property Boundary



Map prepared by C. Stocking
on 05/22/2023

Exhibit C
Management Plan
for Arlene M. Samalion and L.L. Samalion

Location: 26251 SW 162 Ave, Miami-Dade County, Florida.

Size: 8.86 acre parcel
4.34 acres qualify for an Environmentally Endangered Lands (EEL) covenant

Folio #: 30-6929-000-0371

Forest Type: Pine Rockland

Location

The property is located at 26251 SW 162 Avenue, Homestead, FL and lies in Section 29 of Township 56, Range 39. The property is surrounded by agricultural properties and is outside the Urban Development Boundary.

Distance from nearest County-owned Natural Forest Community (NFC) site: approximately 0.50 miles from Hattie Bauer Hammock Preserve (folio #: 30-6933-000-0300)

Distance from nearest privately-owned Natural Forest Community (NFC) site: 0.0 feet from Shade of Redland Corp (folio #: 30-6929-000-0370)

Distance from nearest EEL Covenanted site: approximately 1,250 feet from Jason & Kristina Putnam (folio #: 30-6932-000-0011)

Property Information

The property contains an area of undeveloped pineland on the southern side and a private residence in the northern half of the parcel. The property contains 4.34 acres of county-designated NFC.

Present Condition

The portion of the property that qualifies for an EEL covenant consists of an intact pine rockland. It should be noted that the site is an important remnant component of a broader wildlife corridor in an area that has experienced considerable ecological fragmentation. The site especially serves as a corridor for birds which can easily traverse the few miles between natural areas. Evidence that the property serves as habitat for migratory birds was confirmed by the observation of a scarlet tanager (*Piranga olivacea*) during the

renewal inspection in May 2023. This rare species passes through Florida from South America on its way to breeding grounds in the northeastern US.

The natural plant community is typical of a pine rockland with a relatively open understory. The tree species dominating the site are slash pines (*Pinus elliotti* var. *densa*) and native hardwood and palm trees recruiting in the subcanopy. The understory contains typical pine rockland plant species. These include, but are not limited to, silver palm (*Coccothrinax argentata*), myrsine (*Myrsine cubana*), West Indian lilac (*Tetrazygia bicolor*), white indigoberry (*Randia aculeata*), saw palmetto (*Serenoa repens*), poisonwood (*Metopium toxiferum*), pineland snowberry (*Chiococca parviflora*) and coontie (*Zamia integrifolia*). Overall, the site has a good amount of plant diversity including endemic and/or listed species. The plant list below contains a fuller inventory of species observed within the covenanted area.

Some exotic and invasive species are found on site. These include relatively high amounts of Queensland umbrella tree (*Schefflera actinophylla*) and Burma reed (*Neyraudia reynaudiana*), but also woman's tongue (*Albizia lebeck*), napier grass (*Pennisetum purpureum*), Brazilian pepper (*Schinus terebinthifolius*), bishop's wood (*Bischofia javanica*), deviltree (*Alstonia macrophylla*), and shoebutton ardisia (*Ardisia elliptica*). There is a higher-than-ideal amount of native understory growth, an indicator of fire suppression. The property owner has been removing invasive species and young hardwoods in the pine rockland by hand pulling and/or treating them with herbicides. More extensive and intensive removal work is necessary to maintain the pine rockland in a natural condition.

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 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. 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.

The invasive species and hardwoods encroaching into the understory need constant maintenance. Once this overgrowth has been adequately controlled, a prescribed burn is recommended to further reduce the accumulated fuel load and to open up the understory to allow for a diversity of native pine rockland shrubs and herbaceous plants. The neighboring properties contain seed sources for numerous invasive plants, requiring the need for constant monitoring and treatment of exotic plants within the covenanted area. To improve the quality of the covenanted area, it is imperative that the management efforts supported by the EEL Covenant continue.

Ecological Goals

1. Increase native plant biodiversity within the EEL covenanted area.
2. Maintain and increase pine rockland plant species by controlling hardwoods.
3. Remove and control exotic plants within the EEL covenanted area.
4. Provide habitat for native wildlife.

Management Goals

1. Eliminate exotic plant species from the interior of the site to achieve and maintain 3% or less exotic plant cover.
2. Continue to create open understory areas that promote regeneration of rare and diverse herbaceous plant species typical of the Pine Rocklands.
3. Allow natural regeneration of native plants, planting if necessary. All planting must be approved by RER-DERM.
4. Execute a prescribed burn of the covenanted area, if possible.
5. The property owner shall submit annual reports to RER-DERM listing all the management practices and treatments that were conducted within the covenanted area. This report is due by February 1st for the previous year's activities.

Management Techniques and Schedule

(No heavy machinery is allowed within the site. All work must be done by hand (i.e. chainsaw, hand tools) See current NFC 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. Maintain the firebreak.
- 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. Augment native plant diversity with appropriate pine rockland species. Continue to maintain the firebreak.

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>Abrus precatorius</i>	rosary pea	E / EPPC (I)
<i>Albizia lebbek</i>	woman's tongue	E / EPPC (I)
<i>Anemia adiantifolia</i>	maidenhair pineland fern	N
<i>Andropogon longiberbis</i>	hairy bluestem	N
<i>Ardisia escallonioides</i>	marlberry	N
<i>Argythamnia blodgettii</i>	Blodgett's wild mercury	N / FL threatened
<i>Bidens alba</i> var <i>radiata</i>	Spanish needles	N/
<i>Bischofia javanica</i>	bishopwood	E / EPPC (I)
<i>Byrsonima lucida</i>	Locustberry	N / FL threatened
<i>Callicarpa americana</i>	American beauty berry	N
<i>Cassytha filiformis</i>	love vine	N
<i>Cestrum diurnum</i>	day-flowering jessamine	E / EPPC (II)
<i>Centrosema virginianum</i>	spurred butterfly pea	N
<i>Chamaecrista deeringiana</i>	Deering partridge pea	N
<i>Chiococca alba</i>	snowberry	N
<i>Chiococca parvifolia</i>	pineland snowberry	N
<i>Coccothrinax argentata</i>	Florida silver palm	N/FL threatened
<i>Crossopetalum ilicifolium</i>	Quailberry	N/FL threatened
<i>Crotalaria pumila</i>	rattlebox	N
<i>Crotalaria rotundifolia</i>	rabbit bells	N
<i>Crotalaria spectabilis</i>	showy rattlebox	E
<i>Desmodium incanum</i>	beggar's tick	N/R
<i>Ficus aurea</i>	strangler fig	N
<i>Ficus citrifolia</i>	shortleaf fig	N
<i>Forestiera segregata</i>	pineland privet	N
<i>Guetarda scabra</i>	rough velvetseed	N
<i>Jasminum dichotomum</i>	Gold Coast jasmine	E / EPPC (I)
<i>Lantana involucrata</i>	wild sage	N
<i>Lysiloma latisiliquum</i>	wild tamarind	N
<i>Metopium toxiferum</i>	poisonwood	N
<i>Morinda royoc</i>	cheese shrub	N
<i>Myrica cerifera</i>	wax myrtle	N

<i>Myrsine cubana</i>	myrsine	N
<i>Neyraudia reynaudiana</i>	Burma reed	E / EPPC (I)
<i>Parthenocissus quinquefolia</i>	Virginia creeper	N
<i>Passiflora suberosa</i>	Corky stemmed passionflower	N
<i>Pinus elliottii</i> var. <i>densa</i>	South Florida slash pine	N/ Endemic
<i>Piriqueta caroliniana</i>	pitted stripe seed	N
<i>Psychotria nervosa</i>	wild coffee	N
<i>Pteridium aquilinum</i> var. <i>caudatum</i>	lacy bracken	N
<i>Quercus virginiana</i>	live oak	N
<i>Randia aculeata</i>	white indigoberry	N
<i>Rhus copallinum</i>	winged sumac	N
<i>Sabal palmetto</i>	cabbage palm	N
<i>Schinus terebinthifolia</i>	Brazilian pepper	E / EPPC (I)
<i>Serenoa repens</i>	saw palmetto	N
<i>Sideroxylon salicifolium</i>	willow bustic	N
<i>Smilax auriculata</i>	earleaf greenbrier	N
<i>Smilax bona-nox</i>	saw greenbrier	N
<i>Smilax havanensis</i>	Everglades greenbrier	N/ FL threatened
<i>Stachytarpheta jamaicensis</i>	blue porterweed	N
<i>Tetrazygia bicolor</i>	West Indian lilac	N / FL threatened
<i>Tragia saxicola</i>	Noseburn	N / FL threatened
<i>Trema micranthum</i>	Florida trema	N
<i>Vitis rotundifolia</i>	Muscadine grape	N/
<i>Zamia integrifolia</i>	coontie	N

***Please note that this is not a complete plant species list.**

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

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DATE

***Please note that this is not a complete plant species list.**

MANAGEMENT PLAN AGREEMENT (must be signed by all owners)

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


SIGNATURE

7/7/2023
DATE

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


SIGNATURE

7/7/2023
DATE