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

MEMORANDUM

Agenda Item No. 14(A)(2)

TO:	Honorable Chairman Oliver G. Gilbert, III and Members, Board of County Commissioners	**DATE:**	October 16, 2024
FROM:	Geri Bonzon-Keenan County Attorney	**SUBJECT:**	Resolution accepting eight environmentally endangered lands covenants in Miami-Dade County, Florida

Resolution No. R-957-24

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/ks

Memorandum

Date: October 16, 2024

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

From: Daniella Levine Cava
Mayor

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

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

Recommendation
It is recommended that the Board authorize the acceptance of eight covenants running with the land for the preservation and maintenance of the environmentally endangered lands listed below and shown as Attachments A-H to the resolution.

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

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

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

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

Background
On December 4, 1979, chapter 25B (Article II) of the Code was approved by the Board under Ordinance No. 79-105. This chapter allows qualifying property owners to voluntarily enter into a 10-year covenant running with the land and in favor of Miami-Dade County with the Board, stipulating

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

There are currently 82 properties with environmentally endangered lands covenants in Miami-Dade County, comprising a total of 364.75 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 for the property owners. If any portion of the covenant is breached, the property owner is then liable for all deferred tax liability (i.e., taxes that would have been required had the endangered land designation not been granted) plus any required interest and penalties on the deferred tax liability.

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

New Covenants

Attachment A: James B. Strong (0.838 acres of Tropical Hardwood Hammock) Folio 30-7827-000-0181 at 20460 SW 344th Street, Miami-Dade County

Attachment B: Ignacio Pakciarz & Susana Hernandez (0.724 acres of Rockland Hammock) Folio: 03-5106-013-0080 at 9000 Arvida Drive, Miami-Dade County

Attachment C: Gary P. Wilkins (2.41 acres of Rockland Hammock) Folio: 30-6916-001-0580 at 21905 SW 157 Avenue, Miami-Dade County

Attachment D: Gary P. Wilkins (1.31 acres of Rockland Hammock) Folio: 30-6916-001-0571 at 21955 SW 157 Avenue, Miami-Dade County

Renewal Covenants

Attachment E: Raul & Adele M. Moas (0.849 acres of Pine Rockland and Hardwood Hammock with wetland feature) Folio 20-5012-004-0580 at 6200 SW 106 Street, Miami-Dade County

Attachment F: Jason C. Putnam LE, Kristina A. Putnam LE, REM Jason Colby Putnam TRS, REM The Putnam Family Living TR, REM Kristina Arve Putnam TRS (3.35 acres of Tropical Hardwood Hammock/Pine Rockland) Folio 30-6932-000-0011 at 15825 SW 268 Street, Miami-Dade County

Attachment G: Bruce A. Schaffer & Pamela A. Moon (3.20 acres of Pine Rockland) Folio 30-6835-000-0185 at 19040 SW 264 Street, Miami-Dade County

Attachment H: Jeffrey K. & Cynthia S. Stone (1.51 acres of Tropical Hardwood Hammock/Pine Rockland) Folio 30-6931-000-0110 at 17200 SW 264 Street, Miami-Dade County

Jimmy Morales
Chief Operating Officer

MEMORANDUM
(Revised)

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

DATE: October 16, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 14(A)(2)

Please note any items checked.

_____	**"3-Day Rule" for committees applicable if raised**
_____	**6 weeks required between first reading and public hearing**
_____	**4 weeks notification to municipal officials required prior to public hearing**
_____	**Decreases revenues or increases expenditures without balancing budget**
_____	**Budget required**
_____	**Statement of fiscal impact required**
_____	**Statement of social equity required**
_____	**Ordinance creating a new board requires detailed County Mayor's report for public hearing**
✓	**No committee review**
_____	**Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, 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) ____, 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. 14(A)(2)
10-16-24

RESOLUTION NO. R-957-24

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

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

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

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

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

1. Folio: 30-7827-000-0181 at 20460 SW 344th Street, 0.838 acres of tropical hardwood hammock (Attachment A);
2. Folio: 03-5106-013-0080 at 9000 Arvida Drive, 0.724 acres of rockland hammock (Attachment B);
3. Folio: 30-6916-001-0580 at 21905 SW 157th Avenue, 2.41 acres of rockland hammock (Attachment C);
4. Folio: 30-6916-001-0571 at 21955 SW 157th Avenue, 1.31 acre of rockland hammock (Attachment D);
5. Folio: 20-5012-004-0580 at 6200 SW 106th Street, 0.849 acres of pine rockland and hardwood hammock with wetland feature (Attachment E);
6. Folio: 30-6932-000-0011 at 15825 SW 268 Street, 3.35 acres of tropical hardwood hammock/pine rockland (Attachment F);
7. Folio: 30-6835-000-0185 at 19040 SW 264 Street, 3.20 acres of pine rockland

(Attachment G); and

8. Folio: 30-6931-000-0110 at 17200 SW 264 Street, 1.51 acres of tropical hardwood hammock/pine rockland (Attachment H).

Section 3. This Board, pursuant to Resolution No. R-974-09, hereby directs the County Mayor or County Mayor's designee to record the covenants accepted herein and applicable joinders by mortgagees in the Public Records of Miami-Dade County, Florida.

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

The foregoing resolution was offered by Commissioner **Eileen Higgins**, who moved its adoption. The motion was seconded by Commissioner **Juan Carlos Bermudez** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman **aye**
Anthony Rodríguez, Vice Chairman **aye**

Marleine Bastien	**aye**	Juan Carlos Bermudez	**aye**
Kevin Marino Cabrera	**aye**	Sen. René García	**aye**
Roberto J. Gonzalez	**aye**	Keon Hardemon	**absent**
Danielle Cohen Higgins	**aye**	Eileen Higgins	**aye**
Kionne L. McGhee	**aye**	Raquel A. Regalado	**aye**
Micky Steinberg	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of October , 2024. 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.

Cristina M. Rabionet

ATTACHMENT A

THIS INSTRUMENT PREPARED BY:
James B. Strong
Mailing address:
PO Box 344335
Florida City, Florida 33034

COVENANT RUNNING WITH THE LAND IN FAVOR OF MIAMI-DADE COUNTY, FLORIDA, CONCERNING ENVIRONMENTALLY ENDANGERED LAND LOCATED AT 20460 SW 344 STREET, MIAMI-DADE COUNTY, FLORIDA, CURRENTLY FOLIO # 30-7827-000-0181.

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

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

1. The EEL Preservation Area on the Property, as shown on the map attached hereto as Exhibit B and incorporated herein by reference, shall be maintained in its present natural state.

2. The EEL Preservation Area on the Property shall be and the same is hereby subject to the conservation restrictions set forth in Exhibit C, which is attached hereto and incorporated herein by reference, including, but not limited to, the requirement that the Owner, shall

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

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

4. **Covenant Running with the Land.** This Covenant on the part of the Owner shall constitute a covenant running with the land and shall be recorded, at Owner's expense, in the public

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

5. **Term.** This Covenant is to run with the land and shall be binding on all parties and all persons claiming under it for a period of ten (10) years from the date this Covenant is recorded, unless an instrument signed by the, then, owner of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Covenant has first been modified or released by Miami-Dade County.

6. **Modification, Amendment, Release.** This Covenant may be modified, amended or released as to the land herein described, or any portion thereof, by written instrument executed by the, then, owner of all of the Property, provided that the same is also approved by the Board of County Commissioners of Miami-Dade County, Florida. The release from this Covenant shall be made after public hearing and after a determination by the Board of County Commissioners of Miami-Dade County that such release would not adversely affect the interest of the public. Notice of said public hearing shall be published once a week for at

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

7. **Enforcement.** The, then, owners or anyone with the owner's knowledge or consent shall not use the Property in any manner inconsistent with the terms of this Covenant without first obtaining a written instrument from the Board of County Commissioners of Miami-Dade County which releases the Owners from the terms of the covenant, and which instrument must be promptly recorded in the public records of Miami-Dade County, Florida. Any violation of this section shall constitute a breach of this Covenant, for which the Board of County Commissioners may revoke the covenant and require the Owners to pay the deferred tax liability as such term is defined in Section 25B-17(b) of the Code of Miami-Dade County. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

8. **Renewal.** The current owners of the property may apply to renew this covenant for successive ten (10) year periods following the termination of the term of this covenant. Applications for such renewals shall be submitted to the Miami-Dade County Department of Regulatory and Economic Resources, or successor department, and such applications for renewal may be approved administratively by the Director of the Miami-Dade County Department of Regulatory and Economic Resources, or successor department. After approval of a renewal, the Owners shall record, at Owner's expense, a renewed covenant in the public records of Miami-Dade County, Florida. Said renewed covenant shall be in a form approved

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

9. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such additional rights, remedies or privileges.

10. **Severability.** Invalidation of any one of these provisions, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.

11. **Recording.** This Covenant, along with a certified copy of the resolution from the Board of County Commissioners accepting the Covenant, shall be filed of record in the public records of Miami-Dade County, Florida at the costs of the Owners after the effective date of the Board of County Commissioners' resolution accepting the Covenant. This Covenant shall become effective immediately upon recordation.

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

13. **Owner.** The term Owner shall include the Owner, and its heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this 27th day of July, 2024.

WITNESSES:

Sign: _____

Print: Isabel Barnes

Address: 20460 SW 344
Homestead FL 33034

Sign: _____

Print: _____

Address: 3220 NE 416t Ter
Homestead FL, 33033.

OWNER: James B. Strong

Sign: _____

Print: JAMES B. Strong

Title: Land owner

Address: 20460 SW 344 St
Homestead FL, 33034.

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

☒ physical presence ☐ online notarization this 27 (*date*) day of July (*month*), 2024 (*year*).

by James B. Strong.
(*name(s) of individual swearing or affirming*)

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

LIA FELIPE
MY COMMISSION #HH533344
EXPIRES: MAY 30, 2028
Bonded through 1st State Insurance

(*Affix Florida Notary Seal above*)

_____
(Signature of Notary Public)

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

EXHIBIT A
LEGAL DESCRIPTION

Folio Number:	30-7827-000-0181
Property Address:	20460 SW 344 STREET
Legal description:	THE EAST 96 FEET OF THE NORTH 227.80 FEET OF THE NORTH 1/3 OF THE WEST ¾ OF THE NORTHWEST ¼ IF THE NORTHWEST ¼ OF SECTION 27, TOWNSHIP 57 SOUTH, RANGE 38 EAST, LYING AND BEING IN DADE COUNTY, FLORIDA.

Exhibit B: EEL Covenant Boundary on the property of John B. Strong
Folio: 30-7827-000-0181



Legend

- Parcels
- Property Boundary
- EEL Covenanted Area: 0.838 acres

N
W E
S

Map prepared by C. Stocking
on 07/02/2024

Exhibit C
Tropical Hardwood Hammock Management Plan for James B. Strong

Location: 20460 SW 344th Street, Miami, Florida 33034

Size: 1.91-acre parcel
0.838 acres qualify for an Environmentally Endangered Lands (EEL) covenant.

Folio #: 30-7827-000-0181

Forest Type: Tropical Hardwood Hammock/Transitional Pine rockland

Location

The property is located at 20460 SW 344th Street which is on the south side of SW 344th Street and lies in Section 27 of Township 57, Range 38. This property is outside of the urban development boundary (UDB).

Distance from nearest County-owned NFC site: approximately 4,500 feet from Navy Wells Pineland (folio #: 30-7827-000-0360)

Distance from nearest privately-owned NFC site: approximately 700 feet from David Lai (folio #: 30-7822-000-0090)

Distance from nearest EEL Covenanted site: approximately 1.3 miles from Donald & Loida Knuth (folio #: 30-7823-003-0145)

Property Information

The property consists of a 1.91-acre lot with agricultural zoning. The property contains a single-family residence. The property is surrounded by agriculture lands on all sides. The 0.838-acre EEL Covenant qualifying area is a remnant pineland that has transitioned into a hardwood hammock. While the property was not designated as a Natural Forest Community (NFC) by the County, it is located on the Atlantic Coast Ridge where pine rocklands and tropical hardwoods hammocks were historically located.

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

Present Condition

The subject property contains a single-family residence. It is surrounded on all four sides by fruit groves. The property owner is currently clearing the exotic plant species, including Brazilian pepper (*Schinus terebinthifolius*), earleaf acacia (*Acacia auriculiformis*), and rosary pea (*Abrus precatorius*) from the transitional pineland and native species are recruiting into the cleared space. The plant community is a mix of pine rockland and hardwood hammock species. Most of the vegetation is hammock-type, including hardwood species such as Live oak (*Quercus virginiana*), Willow bustic (*Sideroxylon salicifolium*), Gumbo limbo (*Bursera simaruba*), and False tamarind (*Lysiloma latisiliquum*). South Florida slash pines (*Pinus elliottii* var. *densa*) also exist on the property. Remnant pine rockland species observed include, but are not limited to, Coontie (*Zamia integrifolia*), Tetrazygia (*Tetrazygia bicolor*), Silver palm (*Coccothrinax argentata*), and Low rattlebox (*Crotalaria pumila*). Intact limestone outcropping was observed. Observed wildlife included butterflies, miscellaneous birds, and nesting squirrels.

Conclusion

The property is an important biological connection to other natural areas in the vicinity and allows for an exchange of seeds and wildlife stopovers between these other areas. The site's current condition is due to the property owner's commitment to removing exotics and restoring the native habitat. The county will benefit from the active management of the site through the inherent values that natural habitats provide. The property provides key resources needed by wildlife, acting as a haven and reservoir for native fauna. It is important to note that the preservation of this site, as well as others 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 benefit from the management efforts encouraged and supported by the EEL Covenant. The management plan associated with the EEL Covenant will help foster the management needed for the habitat to recover and flourish. Future management of this property will center on the eradication of exotic plant species and building up the diversity of the hammock and transitional areas.

Ecological Goals:

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

Management Goals:

1. Eliminate invasive exotic plants to achieve 3% or less exotic cover. Control ornamentals and exotics from spreading throughout the covenanted area.
2. Increase biodiversity with appropriate native plant species planting if necessary.
3. The property owner shall submit annual reports to the DERM-Tree and Forest Resources Section listing all management practices and treatments that were conducted within the covenanted area. The reports are due by February 1st for the previous year's activities.

Management Techniques and Schedule:

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

Year 1-2: Hand removal and herbicide treatment of all invasive exotic plant species to achieve 3% exotic coverage. Monitor for native plant species recruitment in areas that have been cleared of exotics and planting native species, if necessary. All plantings must be approved by DERM-Tree and Forest Resources Section.

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

PLANT SPECIES LIST*

Plant taxa are listed in alphabetical order. Key to Origin/Status codes:

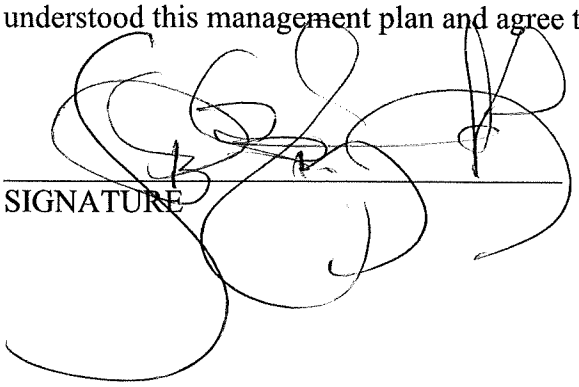
N	native to South Florida
R	ruderal
FL endangered	listed as an endangered species in the state of Florida
FL threatened	listed as an endangered species in the state of Florida
E	exotic to South Florida
EPPC I	category I as per Florida Exotic Pest Plant Council (most invasive)
EPPC II	category II as per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

Scientific Name	Common Name	Origin/Status
Abrus precatorius	Rosary pea	E/EPPC (I)
Acacia auriculiformis	Earleaf acacia	E/EPPC (I)
Ardisia elliptica	Shoebutton ardisia	E/EPPC (I)
Ardisia escallonioides	Marlberry	N

Bauhinia purpurea	Hong Kong orchid tree	E
Bidens alba var. radiata	Tickseed	N
Bursera simaruba	Gumbo limbo	N
Centrosema virginianum	Butterfly pea	N
Chromolaena odorata	Jack-in-the-bush	N
Cnidoscolus stimulosus	Tread-softly	N
Coccothrinax argentata threatened	Florida silver palm	N/FL
Crotalaria pumila	Low rattlebox	N
Eriobotrya japonica	Loquat	E
Ficus aurea	Strangler fig	N
Galium bermudense	Coastal bedstraw	N
Guettarda scabra	Rough velvetseed	N
Jasminum dichotomum	Gold Coast jasmine	E/EPPC (I)
Leucaena leucocephala	White leadtree	E/EPPC (II)
Lysiloma latisiliquum	False tamarind	N
Mangifera indica	Mango	E
Metopium toxiferum	Poisonwood	N
Morinda royoc	Mouse pineapple	N
Myrsine cubana	Myrsine	N
Oeceoclades maculata	African ground orchid	E
Parthenocissus quinquefolia	Virginia creeper	N
Passiflora suberosa	Corky stem passionflower	N
Pilea microphylla	Artillery plant	N
Pinus elliottii var. densa	South Florida slash pine	N/Endemic
Psilotum nudum	Whisk fern	N
Psychotria nervosa	Wild coffee	N
Pteridium caudatum	Bracken fern	N
Quercus virginiana	Live oak	N
Sabal palmetto	Cabbage palm	N
Salvia occidentalis	West Indian sage	N
Schefflera actinophylla	Australian umbrellatree	E/EPPC (I)
Schinus terebinthifolius	Brazilian papper	E/EPPC (I)
Serenoa repens	Saw palmetto	N
Sideroxylon salicifolium	Willow bustic	N
Smilax auriculata	Earleaf greenbrier	N
Swietenia mahagoni threatened	Mahogany	N/FL
Tetrazygia bicolor threatened	West indian lilac	N/FL
Toxicondendron radicans	Poison ivy	N
Trema micrantha	Florida trema	N
Vitis rotundifolia	Muscadine grapevine	N
Zamia furfuracea	Cardboard palm	E
Zamia integrifolia	Coontie	N-Florida CE

MANAGEMENT PLAN AGREEMENT (must be signed by all owners)

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



SIGNATURE

7/31/24

DATE

ATTACHMENT B

THIS INSTRUMENT PREPARED BY:
Ignacio Pakciarz & Susana Hernandez
Mailing address:
9000 Arvida Drive
Coral Gables, Florida 33156

COVENANT RUNNING WITH THE LAND IN FAVOR OF MIAMI-DADE COUNTY, FLORIDA, CONCERNING ENVIRONMENTALLY ENDANGERED LAND LOCATED AT 9000 ARVIDA DRIVE, MIAMI-DADE COUNTY, FLORIDA, CURRENTLY FOLIO # 03-5106-013-0080.

WHEREAS, the undersigned Owner, Ignacio Pakciarz and Susana Hernandez, 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 29 day of July, 2024.

WITNESSES:

Sign: _____

Print: Lynn Hane

Address: 8186 NW 99st Hialeah Gardens, FL 33016

Sign: _____

Print: SALVADOR J. INCAPERA, IV

Address: 1450 Brickell Bay Dr, #1614, MIAMI, FL 33131

OWNER: Ignacio Pakciarz

Sign: _____

Print: Ignacio Pakciarz

Title: Owner

Address: 9000 Arvida Drive Coral Gables, FL 33156

WITNESSES:

Sign: _____

Print: Andrea Guevara

Address: 2701 Biscayne Blv Miami FL 33137.

Sign: _____

Print: Valentina Lamas

Address: 5620 SW 59th Place South Miami FL 33143

OWNER: Susana Hernandez

Sign: _____

Print: Susana Hernandez

Title: Owner

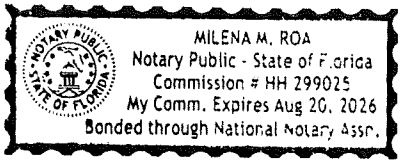
Address: 9000 Arvida Drive Coral Gables, FL 33156

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 29 (*date*) day of July (*month*), 2024 (*year*).

by Ignacio Pakcrarz and Susana Hernandez
(*name(s) of individual swearing or affirming*)

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



(*Affix Florida Notary Seal above*)

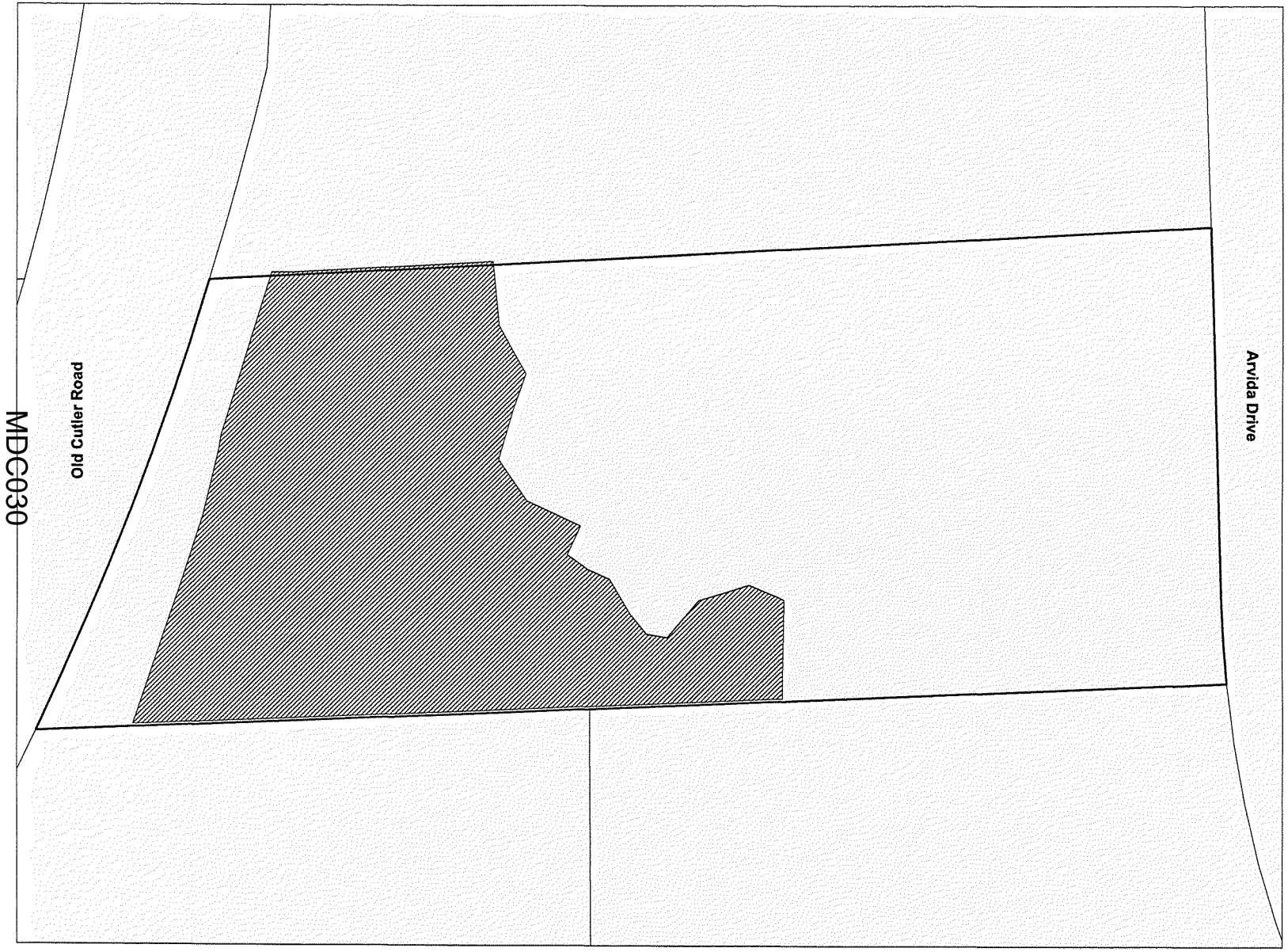
Milena Roa
(Signature of Notary Public)

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

EXHIBIT A
LEGAL DESCRIPTION

Folio Number:	03-5106-013-0080
Property Address:	9000 ARVIDA DRIVE
Legal description:	LOT 3, BLOCK G, GABLES ESTATES NUMBER 4, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 70, PAGE 99, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Exhibit B: EEL Covenant Boundary on the property of Ignacio Pakciarz & Susana Hernandez
Folio: 03-5106-013-0080



Legend

- Parcels
- Property Boundary
- EEL Covenanted Area: 0.724 acre

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Map prepared by C. Stocking
on 07/05/2024

Exhibit C

Rockland Hammock Management Plan for Ignacio Pakciarz & Susana Hernandez

Location: 9000 Arvida Drive, Miami-Dade County, Florida.

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

Folio #: 03-5106-013-0080

Forest Type: Rockland hammock

Location

The property is located at 9000 Arvida Drive along the west side of the Arvida Drive and lies within Section 06 of Township 55, Range 41. The west boundary of the property runs adjacent to Old Cutler Road. The property is within the Urban Development Boundary (UDB).

Distance from nearest County-owned NFC site: approximately 1,774 feet from Matheson Hammock West (folio #: 03-5106-000-0150).

Distance from nearest privately-owned NFC site: 0 feet from Joseph Albert Souto (folio #: 03-5106-013-0110).

Distance from nearest EEL Covenanted site: approximately 1,484 feet from Alejandro Knoepffler (folio #: 03-5106-005-0080).

Property Information

The property is a rectangular-shaped parcel with an irregular shaped preservation area on the western portion of the property. The property contains a private residence, a pool, and a pool house. The parcel is surrounded by residential properties on the north, east and south and by Old Culter Road on the west. Additionally, approximately 0.756 acres of the property were designated a Natural Forest Community (NFC) Hammock in 1984 by the Miami-Dade County Board of County Commissioners, via Resolution No. R-1764-84. The subject property may be found on Miami-Dade County Natural Forest Community Map 27A.

Rockland hammocks contain primarily broadleaf and mostly hardwood evergreen trees growing on outcrops of limestone. The closed canopy conditions typically found in rockland hammocks create a humid forest interior with low light levels. Under natural conditions this community is rarely subject to fire and forms dense forests in relatively

small areas. Hammocks are floristically rich and harbor some of Florida's rarest plants and also serve as habitat for a wide array of animal species. Many of the rare plants harbored by this habitat are rare fern species found in geologically significant solution holes. The substrate and plant community found within the site makes it an ideal habitat for connecting natural areas with high biodiversity value.

Present Condition

Despite a history of impacts to the NFC on this property, the hammock is of substantially good quality. A variety of native canopy, subcanopy, and understory species are present, creating the characteristic shady, closed canopy of a tropical hardwood hammock. There are large, long-lived native trees present within the EEL covenant area that substantially surpass Miami-Dade County's definition of a specimen tree , including Virginia live oak (*Quercus virginiana*), Paradisetree (*Simarouba glauca*), and Pigeon plum (*Coccoloba diversifolia*). Understory species observed include wild coffee (*Psychotria nervosa*), Marlberry (*Ardisia escallonioides*), and White stopper (*Eugenia axillaris*). The threatened, endangered, and commercially-exploited species include West Indian cherry (*Prunus myrtifolia*), Bahama strongback (*Bourreria succulenta*), Redberry stopper (*Eugenia confusa*), and Florida butterfly orchid (*Encyclia tampensis*). Although the majority of the vegetation within the qualifying area is native, exotics were observed, including Javanese bishopwood (*Bischofia javanica*), tropical almond (*Terminalia catappa*), Umbrellatree (*Schefflera actinophylla*), and red sandalwood (*Adenanthera pavonina*).

The substrate within the qualifying area exhibits a degree of disturbance due to the historical impacts to the NFC. Nevertheless, intact limestone rock was observed, and more exists underneath the overlying layer of accumulated organic material. The hammock is of good quality and can be further improved through removal of exotics and planting of additional native hammock species.

Conclusion

The maintenance of this property in the EEL covenant program represents a unique opportunity to preserve a privately owned portion of the Matheson Hammock Complex. The county will benefit from the active management of the site through the inherent values that natural habitat provides. The property provides key resources needed by wildlife, acting as a haven and reservoir for native fauna. It is important to note that the preservation of this site, as well as others 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 benefit with the management efforts encouraged and supported by the EEL Covenant. The management plan associated with the EEL Covenant will help guide the management needed for the habitat to persist and which is mainly exotic species maintenance. Future management of this property will

center on the eradication of exotic ornamental and invasive plant species and enhancing the biodiversity of the hammock.

Ecological Goals

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

Management Goals

1. Eliminate exotic invasive and ornamental plant species from the hammock to achieve 3% or less exotic plant species cover.
2. Increase biodiversity with appropriate native plant species, planting if necessary.
3. The property owner shall submit annual reports to the DERM-Tree and Forest Resources Section listing all management practices and treatments that were conducted within the covenanted area. The reports are due by February 1st for the previous year's activities.

Management Techniques and Schedule:

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

Year 1-2: Initial hand removal and herbicide treatment of exotic ornamental and invasive plant species within the covenanted area to achieve 3% or less exotic plant cover. The light gaps created by the removal of exotics shall be monitored to ensure native regeneration. Plant additional appropriate plant species as necessary. All planting must be approved by DERM-Tree and Forest Resources Section.

Year 3-10: Continue to eradicate the exotic ornamental and invasive plant species to maintain 3% or less exotic coverage. Conduct fern surveys to determine whether the property contains rare ferns. Monitor for native plant recruitment and plant additional appropriate plant species as necessary. All planting must be approved by DERM-Tree and Forest Resources Section.

PLANT SPECIES LIST*

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

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

Scientific Name	Common Name	Origin/Status
Adenanthera pavonina	Red sandalwood	E/EPPC II
Ardisia escallonioides	Marlberry	N
Arecaceae sp.	Exotic palm	E
Bischofia javanica	Bishopwood	E/EPPC I
Bourreria succulenta	Bahama strongback	N/FL Endangered
Bursera simaruba	Gumbo limbo	N
Chiococca alba	Hammock snowberry	N
Coccoloba diversifolia	Pigeon plum	N
Encyclia tampensis	Florida butterfly orchid	N/Commercially exploited
Epipremnum pinnatum	Pothos	E
Eugenia axillaris	White stopper	N
Eugenia confusa	Redberry stopper	N
Eugenia foetida	Spanish stopper	N
Ficus aurea	Strangler fig	N
Gymnanthes lucida	Crabwood	N
Hamelia patens var. *patens*	Firebush	N
Jasminum dichotomum	Gold Coast jasmine	E/EPPC I
Jasminum fluminense	Brazilian jasmine	E/EPPC I
Leucaena leucocephala	White leadtree	E/EPPC II
Manilkara zapota	Sapodilla	E/EPPC I
Metopium toxiferum	Poisonwood	N
Myrsine cubana	Myrsine	N
Nectandra coriacea	Lancewood	N
Nephrolepis sp.	Sword fern	
Oplismenus hirtellus	Woodsgrass	N
Pilea microphylla	Artillery plant	N
Pleopeltis polypodioides	Resurrection Fern	N
Prunus myrtifolia	West Indian cherry	N/ FL Threatened

Psychotria nervosa	Shiny-leaf wild coffee	N
Ptychosperma elegans	Solitaire palm	E/EPPC II
Quercus virginiana	Virginia live oak	N
Schefflera actinophylla	Australian umbrellatree	E/EPPC I
Sideroxylon foetidissimum	False mastic	N
Sideroxylon salicifolium	Willow bustic	N
Simarouba glauca	Paradisetree	N
Terminalia catappa	Tropical almond	E/EPPC II
Tillandsia fasciculata	Cardinal airplant	N/FL Endangered
Toxicodendron radicans	Eastern poison ivy	N
Tradescantia spathacea	Oysterplant	E/EPPC II

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

MANAGEMENT PLAN AGREEMENT (must be signed by all owners)

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

SIGNATURE 7/29/24 DATE

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

SIGNATURE 7/29/2024 DATE

ATTACHMENT C

THIS INSTRUMENT PREPARED BY:
Gary P. Wilkins
Mailing address:
21905 SW 157 Avenue
Miami, Florida 33170

COVENANT RUNNING WITH THE LAND IN FAVOR OF MIAMI-DADE COUNTY, FLORIDA, CONCERNING ENVIRONMENTALLY ENDANGERED LAND LOCATED AT 21905 SW 157 AVENUE, MIAMI-DADE COUNTY, FLORIDA, CURRENTLY FOLIO # 30-6916-001-0580.

WHEREAS, the undersigned Owner, Gary P. Wilkins, 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 August, 2024.

WITNESSES:

Sign: Cristina Pelaez

Print: Cristina M. Pelaez

Address: 44 NE 16 Street
~~Hialeah~~ Homestead, FL 33030

Sign: Selena A. Olmos

Print: Selena A. Olmos

Address: 44 NE 16 Street
Homestead, FL 33030

OWNER: Gary P. Wilkins

Sign: Gary P. Wilkins

Print: Gary P. Wilkins

Title: Owner

Address: 21805 SW 157 Ave
Miami, FL 33170

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

☑ physical presence ☐ online notarization this 7 (*date*) day of August (*month*), 2024 (*year*).

by Gary P. Wilkins
(*name(s) of individual swearing or affirming*)

Individual identified by: ☐ personal knowledge ☑ satisfactory evidence FL Driver license
(*type*)

NOTARY PUBLIC STATE OF FLORIDA

CRISTINA PELAEZ
Commission # HH 445464
Expires January 9, 2028

(*Affix Florida Notary Seal above*)

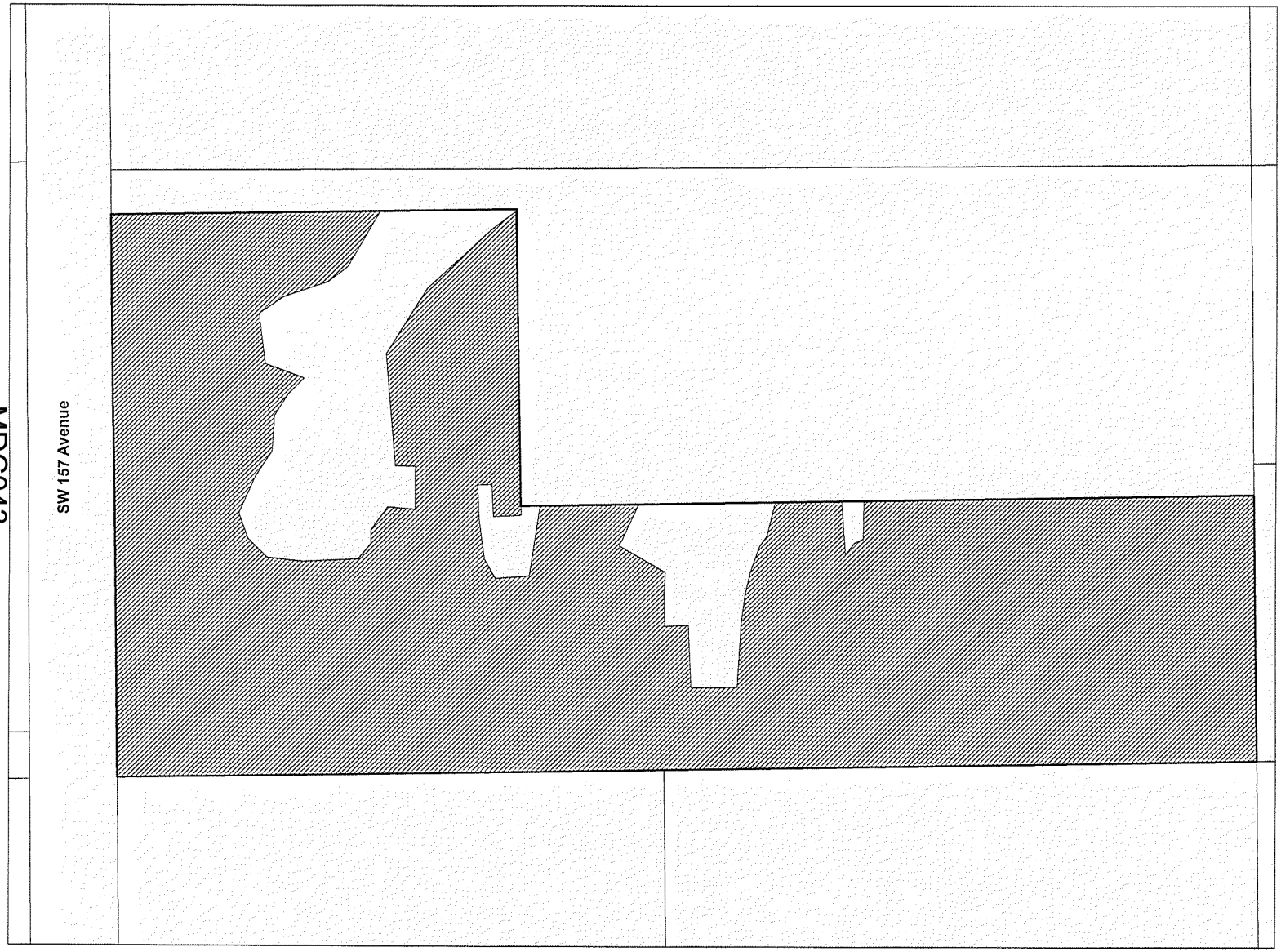
Cristina Pelaez
(Signature of Notary Public)

Cristina M. Pelaez
(typed, printed, or stamped name of Notary Public)

EXHIBIT A
LEGAL DESCRIPTION

Folio Number:	30-6916-001-0580
Property Address:	21905 SW 157 AVENUE
Legal description:	LOT 71 AND 72 OF THE PLAT AND SUBDIVISION KNOWN AS REDLAND CIRTUS ORCHARDS, A SUBDIVISION OF SECTION 16, TOWNSHIP 45 SOUTH, RANGE 39 EAST, RECORDED IN PLAT BOOK 5, PAGE 31, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

Exhibit B: EEL Covenant Boundary on the property of Gary P. Wilkins
Folio:30-6916-001-0580



Legend

- Parcels
- Property Boundary
- EEL Covenanted Area: 2.41 acres

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Map prepared by C. Stocking
on 07/12/2024

Exhibit C

Rockland Hammock Management Plan for Gary P. Wilkins

Location: 21905 SW 157 Avenue, Miami-Dade County, Florida.

Size: 2.76-acre parcel
2.41 acres qualify for an Environmentally Endangered Lands (EEL) covenant

Folio #: 30-6916-001-0580

Forest Type: Rockland hammock

Location

The property is located at 21905 SW 157 Avenue along the east side of SW 157 Avenue and lies within Section 16 of Township 56, Range 39. The property is outside the Urban Development Boundary (UDB).

Distance from nearest County-owned NFC site: approximately 50 feet from Castellow Hammock (folio #: 30-6917-000-0012).

Distance from nearest privately-owned NFC site: 0 feet from Chern (folio #: 30-6916-001-0582).

Distance from nearest EEL Covenanted site: 0 feet from Gladys Chern (folio #: 30-6916-001-0582).

Property Information

The property contains a single-family residence and a green–house. The property is bordered by Natural Forest Community (NFC) to the south and across the street to the west. The property to the north, also owned by the property owner, has remnant hammock that is currently being restored. The property is a part of what is known as the Castellow-Ross Hammock Complex. This 105-acre expansive natural area is one of the largest hammock assemblages in the County, the majority of which is owned and managed by Miami-Dade County's Park Recreation and Open Spaces Department (PROS) and the County's Environmentally Endangered Lands (EEL) Program. While the property was not designated as a Natural Forest Community (NFC) by the County, it is located on the Atlantic Coast Ridge where pine rocklands and tropical hardwood hammocks were historically located.

Rockland hammocks contain primarily broadleaf and mostly hardwood evergreen trees growing on outcrops of limestone. The closed canopy conditions typically found in rockland hammocks create a humid forest interior with low light levels. Under natural

conditions this community is rarely subject to fire and forms dense forests in relatively small areas. Hammocks are floristically rich and harbor some of Florida's rarest plants while serving as habitat for a wide array of animal species. Included amongst the rare plants harbored by this habitat are imperiled fern species found in geologically significant solution holes. The substrate and plant community found within the site makes it an ideal habitat for connecting natural areas with high biodiversity value.

Present Condition

The property contains a sizeable piece of the original hammock that forms the Castellow-Ross Hammock Complex. The substrate within this remnant hammock is largely intact, supporting a high diversity of native canopy, subcanopy, and understory species. This high diversity occurs despite lack of exotic plant species maintenance and the planting of ornamental aroids in the vicinity that have begun to encroach into the hammock. Many typical native hammock species were observed, including but not limited to Live Oak (*Quercus virginiana*), Gumbo Limbo (*Bursera simaruba*), and Inkwood (*Exothea paniculata*). Rarer species observed include Brittle Maidenhair (*Adiantum tenerum*), Redberry Stopper (*Eugenia confusa)*, Key Thatch Palm (*Leucothrinax morrisii*), West Indian Cherry (*Prunus myrtifolia*), and a variety of Tillandsias (*Tillandsia spp*).

The property owner also owns the property to the north where he is conducting a sizeable hammock restoration to reverse past impacts caused by agricultural activities. The restoration on the northern property will connect the remnant hammock between the two properties. There is a remnant, abandoned greenhouse onsite that is opened the elements and where native ferns have begun to naturally recruit. In the future, this property may be a candidate for the reintroduction of rare native ferns.

Conclusion

The inclusion of this property in the EEL covenant program represents a unique opportunity to preserve and restore a privately owned portion of the Castellow-Ross Hammock Complex. The county will benefit from the active management of the site through the inherent values that natural habitats provide. The property provides key resources needed by wildlife, acting as a haven and reservoir for native fauna. It is important to note that the preservation of this site, as well as others 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 benefit from the management efforts encouraged and supported by the EEL Covenant. The management plan associated with the EEL Covenant will guide the management needed for the habitat to persist and reverse impacts from the encroachment of exotic species. Future management of this property will center on the eradication of exotic ornamental and invasive plant species and building up the biodiversity of the hammock.

Ecological Goals

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

Management Goals

1. Eliminate exotic invasive and ornamental plant species from the hammock to achieve 3% or less exotic plant species cover.
2. Increase biodiversity with appropriate native plant species, including planting if necessary.
3. The property owner shall submit annual reports to DERM's Tree and Forest Resources Section listing all the management practices and treatments that were conducted within the covenanted area. These reports are due by February 1st for the previous year's activities.

Management Techniques and Schedule:

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

Year 1-2: Initial hand removal and herbicide treatment of exotic ornamental and invasive plant species within the covenanted area. The light gaps created by the removal of exotics shall be monitored to ensure native regeneration. Plant additional appropriate plant species as necessary. All planting must be approved by DERM-Tree and Forest Resources Section.

Year 3-6: Continue to eradicate the exotic ornamental and invasive plant species to achieve 3% or less exotic coverage. Conduct a fern survey to determine whether the property contains rare ferns. Monitor for native plant recruitment and plant additional appropriate plant species as necessary. All planting must be approved by DERM-Tree and Forest Resources Section.

Year 7-10: Continue to eradicate exotic and invasive plant species to maintain 3% or less exotic coverage. Monitor native plant recruitment and plant additional appropriate plant species as necessary. All planting must be approved by DERM-Tree and Forest Resources Section.

PLANT SPECIES LIST*

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

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

Scientific Name	Common Name	Origin/Status
Adiantum tenerum	Brittle maidenhair	N/FL Endangered
Ardisia elliptica	Shoebutton	E/EPPC I
Ardisia escallonioides	Marlberry	N
Arecaceae sp.	Exotic palm	E
Bidens alba	Spanish needle	N
Bischofia javanica	Bishopwood	E/EPPC I
Bromeliaceae sp.	Bromeliads	E
Bursera simaruba	Gumbo limbo	N
Campyloneurum phyllitidis	Long strap fern	N
Carica papaya	Papaya	N
Chiococca alba	Hammock snowberry	N
Chromolaena odorata	Jack-in-the-bush	N
Chrysophyllum oliviforme	Satinleaf	N/FL Threatened
Coccoloba diversifolia	Pigeon plum	N
Dioscorea bulbifera	Air potato	E/EPPC I
Eugenia axillaris	White stopper	N
Eugenia confusa	Redberry stopper	N
Eugenia foetida	Spanish stopper	N
Exothea paniculata	Inkwood	N
Ficus aurea	Strangler fig	N
Guaiacum officinale	Caribbean lignum vitae	E
Guaiacum sanctum	Holywood lignum vitae	N/FL Endangered
Hamelia patens var. *patens*	Firebush	N
Jasminum fluminense	Brazilian jasmine	E/EPPC I
Kalanchoe pinnata	Common liveleaf	E/EPCC II
Leucothrinax morrisii	Key thatch palm	N/FL Threatened
Lysiloma latisiliquum	False tamarind	N
Momordica charantia	Balsampear	E/EPPC II

Murraya paniculata	Orange jasmine	E/EPPC II
Nectandra coriacea	Lancewood	N
Nephrolepis cordifolia	Tuberous sword fern	E/EPPC I
Oeceoclades maculata	Monk orchid	E
Oxalis corniculata	Yellow woodsorrel	N
Parthenocissus quinquefolia	Virginia creeper	N
Phlebodium aureum	Golden polypody	N
Phymatosorus grossus	Wart fern	E/EPPC I
Pilea microphylla	Artillery plant	N
Piscidium piscipula	Jamaica dogwood	N
Pisonia aculeata	Devil's claws	N
Platycerium bifurcatum	Common staghorn fern	E
Pleopeltis polypodioides	Resurrection Fern	N
Prunus myrtifolia	West Indian cherry	N/FL Threatened
Psilotum nudum	Whisk fern	N
Psychotria nervosa	Shiny-leaf wild coffee	N
Psychotria tenuifolia	Shortleaf wild coffee	N
Pteris vittata	Chinese brake fern	E/EPPC II
Quercus virginiana	Virginia live oak	N
Rivina humilis	Rougeplant	N
Sabal palmetto	Cabbage palm	N
Sansevieria hyacinthoides	Snakeplant	E/EPPC II
Schefflera actinophylla	Australian umbrellatree	E/EPPC I
Senna ligustrina	Privet senna	N
Sideroxylon salicifolium	Willow bustic	N
Simarouba glauca	Paradisetree	N
Swietenia mahagoni	West Indian mahogany	N/FL Threatened
Syngonium podophyllum	Syngonium	E/EPPC I
Tabebuia sp.	Tabebuia	E
Tillandsia fasciculata	Cardinal airplant	N/FL Endangered
Tillandsia setacea	Thin-leaved airplant	N
Tillandsia utriculata	Giant airplant	N/FL Endangered
Tradescantia spathacea	Oysterplant	E/EPPC II
Zamia integrifolia	Coontie	N/ Commercially exploited

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

MANAGEMENT PLAN AGREEMENT (must be signed by all owners)

I, Gary P. Wilkins hereby certify that I have read and understood this management plan and agree to follow its management recommendations.

SIGNATURE

8/7/24
DATE

ATTACHMENT D

THIS INSTRUMENT PREPARED BY:
Gary P. Wilkins
Mailing address:
21805 SW 157 Avenue
Goulds, Florida 33170

COVENANT RUNNING WITH THE LAND IN FAVOR OF MIAMI-DADE COUNTY, FLORIDA, CONCERNING ENVIRONMENTALLY ENDANGERED LAND LOCATED AT 21955 SW 157 AVENUE, MIAMI-DADE COUNTY, FLORIDA, CURRENTLY FOLIO # 30-6916-001-0571.

WHEREAS, the undersigned Owner, Gary P. Wilkins, 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 7th day of August, 2024.

WITNESSES:

Sign: Cristina Pelaez

Print: Cristina M. Pelaez

Address: 44 NE 10 Street Homestead, FL 33030

Sign:

Print: Selena A. Olmos

Address: 44 NE 10 Street Homestead, FL 33030

OWNER: Gary P. Wilkins

Sign: Gary P. Wilkins

Print: Gary P. Wilkins

Title: owner

Address: 21805 SW 157 Ave Miami, FL 33170

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

☑ physical presence ☐ online notarization this 7 (*date*) day of August (*month*), 2024 (*year*).

by Gary P. Wilkins
(*name(s) of individual swearing or affirming*)

Individual identified by: ☐ personal knowledge ☑ satisfactory evidence FL Driver license
(*type*)

NOTARY PUBLIC STATE OF FLORIDA
CRISTINA PELAEZ
Commission # HH 445464
Expires January 9, 2028

(*Affix Florida Notary Seal above*)

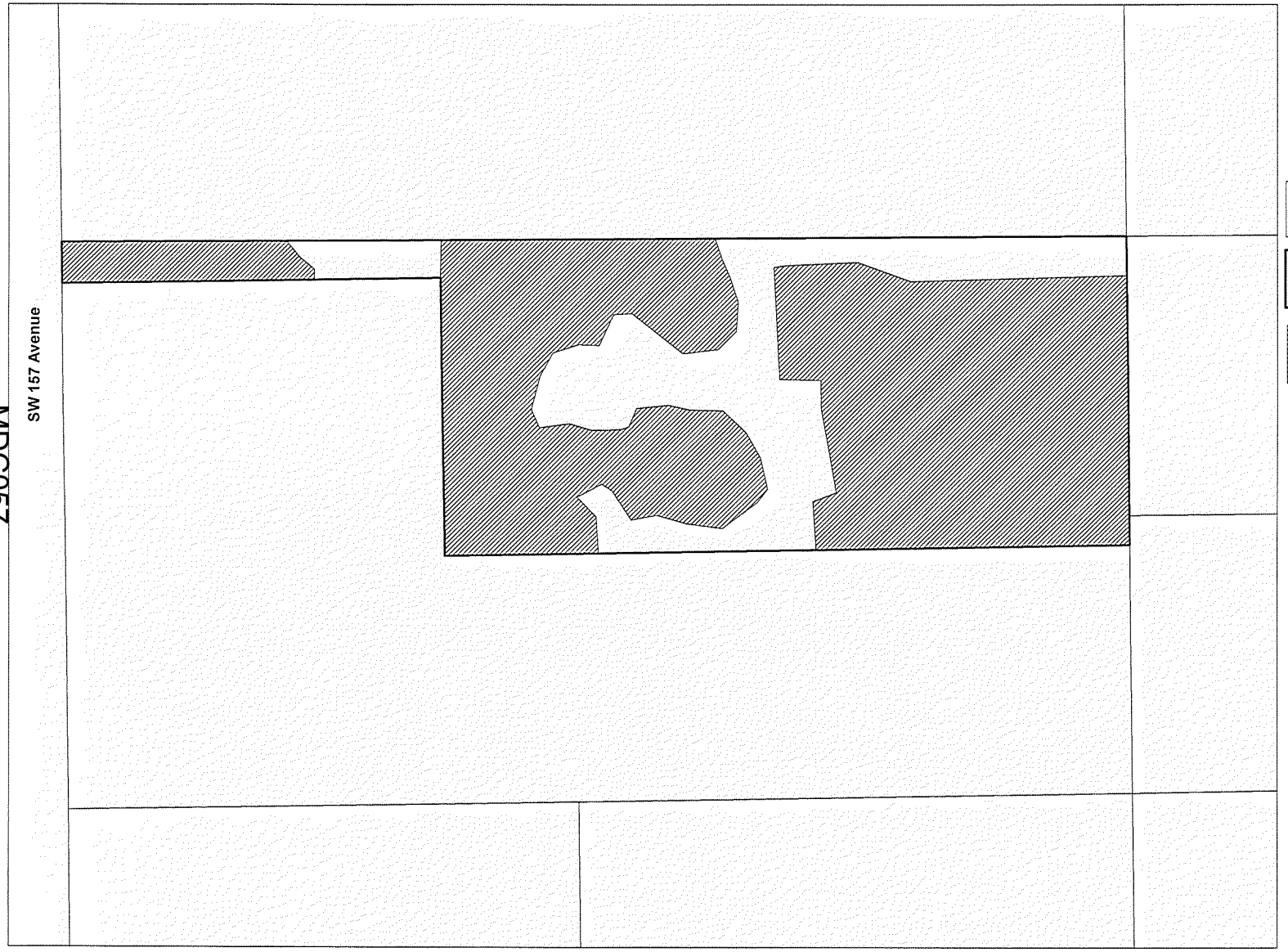
Cristina Pelaez
(Signature of Notary Public)

Cristina M. Pelaez
(typed, printed, or stamped name of Notary Public)

EXHIBIT A
LEGAL DESCRIPTION

Folio Number:	30-6916-001-0571
Property Address:	21955 SW 157 AVENUE
Legal description:	LOT 72 LESS WEST 220 FEET OF THE SOUTH 305.5 FEET AND LESS SOUTH 144.5 FEET AD LESS WEST 25 FEET OF WEST 220 FEET OF NORTH 25 FEET FOR RIGHT OF WAY.

Exhibit B: EEL Covenant Boundary on the property of Gary P. Wilkins
Folio: 30-6916-001-0571



Legend

- Parcels
- Property Boundary
- EEL Covenanted Area: 1.312 acres

N
W E
S

Map prepared by C. Stocking
on 07/12/2024

Exhibit C

Rockland Hammock Management Plan for Gary P. Wilkins

Location: 21955 SW 157 Avenue, Miami-Dade County, Florida.

Size: 1.91-acre parcel
1.31 acres qualify for an Environmentally Endangered Lands (EEL) covenant

Folio #: 30-6916-001-0571

Forest Type: Rockland hammock

Location

The property is located at 21955 SW 157 Avenue along the east side of SW 157 Avenue and lies within Section 16 of Township 56, Range 39. The property is outside the Urban Development Boundary (UDB).

Distance from nearest County-owned NFC site: approximately 320 feet from Castellow Hammock (folio #: 30-6917-000-0012).

Distance from nearest privately-owned NFC site: approximately 66 feet from Patch of Heaven (folio #: 30-6917-000-0011).

Distance from nearest EEL Covenanted site: approximately 45 feet from Patch of Heaven (folio #: 30-6917-000-0011).

Property Information

The property contains a storage/office building and an open area that contains a dog agility practice area. The property was cleared on the east side for a container nursery and is currently being restored to hammock by the property owner. The properties to the north and east are residential and agricultural properties. The properties to the west are county-designated NFC. The subject property contains a hammock restoration area that is contiguous to the mature hammock occurring on the property to the south, which is also owned by Gary P. Wilkins. The property is a part of what is known as the Castellow-Ross Hammock Complex. This 105-acre expansive natural area is one of the largest hammock assemblages in the County, the majority of which it is owned and managed by Miami-Dade County's Park Recreation and Open Spaces Department (PROS) and the County's Environmentally Endangered Lands (EEL) Program. While the property was not designated as a Natural Forest Community (NFC) by the County, it is located on the Atlantic Coast Ridge where pine rocklands and tropical hardwood hammocks were historically located.

Rockland hammocks contain primarily broadleaf and mostly hardwood evergreen trees growing on outcrops of limestone. The closed canopy conditions typically found in rockland hammocks create a humid forest interior with low light levels. Under natural conditions this community is rarely subject to fire and forms dense forests in relatively small areas. Hammocks are floristically rich and harbor some of Florida's rarest plants while serving as habitat for a wide array of animal species. Included amongst the rare plants harbored by this habitat are imperiled fern species found in geologically significant solution holes. The substrate and plant community found within the site makes it an ideal habitat for connecting natural areas with high biodiversity value.

Present Condition

The property historically was part of the Castellow-Ross Hammock Complex. The property owner reports that though the area was mostly hammock, there were large pines onsite when his father first bought the property over 60 years ago. His father cleared a portion of the property to use for agricultural purposes. The substrate is still intact in small areas of the property where the rockland hammock persists. The property owner has removed the container nursery from the eastern side and has started a hammock restoration effort that includes removal of exotic species, scraping the fill back down to the limerock, and replanting the area with native hardwoods. This restoration will not just restore the habitat that was previously on the property but will act as a connector for the broader hammock in the surrounding complex.

The small pieces of remnant hammock that persist on the property are in good condition with good-quality substrate. There are 3 age classes of Live Oak (*Quercus virginiana*) trees in these areas, including one that was specimen size. The remnant parts also include a high diversity of plant species that include Satinleaf (*Chrysophyllum oliviforme*), 2 species of Lignum Vitae (*Guaiacum sp.*), Wild Tamarind (*Lysiloma latisiliquum*), Shiny Wild Coffee (*Psychotria nervosa*), Marlberry (*Ardisia escallonioides*), and White & Redberry Stoppers (*Eugenis axillaris* and *Eugenia confusa*, respectively). Firebush (*Hamelia patens* var. *patens*) has been planted along the east side and zebra longwing butterflies were observed utilizing this nectar source. The vicinity around the restoration area has numerous seedling and sapling exotic shoebutton trees (*Ardisia elliptica*), which the property owner is working on removing.

Conclusion

The inclusion of this property in the EEL covenant program represents a unique opportunity to preserve and restore a privately owned portion of the Castellow-Ross Hammock Complex. The county will benefit from the active management of the site through the inherent values that natural habitat provides. The property provides key resources needed by wildlife, acting as a haven and reservoir for native fauna. It is important to note that the preservation of this site, as well as others 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 benefit from the management efforts encouraged and supported by the EEL Covenant. The management plan associated with the EEL Covenant will help foster the management needed for the habitat to persist and to reverse the impact from previous agricultural activities. Future management of this property will center on the eradication of exotic ornamental and invasive plant species and increasing the native biodiversity of the hammock.

Ecological Goals

1. Maintain the present extent of the rockland hammock and increase native rockland hammock vegetation, especially in the restoration area.
2. Encourage and maintain a diverse native canopy and preserve rare hammock species.
3. Promote regeneration and growth of native hardwoods and rare plants and ferns.
4. Provide suitable habitat for native wildlife.
5. Eliminate invasive exotic species.

Management Goals

1. Eliminate exotic invasive and ornamental plant species from the hammock to achieve 3% or less exotic plant species cover.
2. Increase biodiversity with appropriate native plant species, planting if necessary.
3. The property owner shall submit annual reports to DERM-Tree and Forest Resources Section listing all the management practices and treatments that were conducted within the covenanted area. These reports are due by February 1st for the previous year's activities.

Management Techniques and Schedule:

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

Year 1-2: Hand removal and herbicide treatment of invasive plant species within the covenanted area. Monitor for native plant recruitment and plant additional appropriate plant species as necessary. All planting must be approved by DERM-Tree and Forest Resources Section.

Year 3-6: Continue to eradicate the exotic ornamental and invasive plant species to achieve 3% or less exotic coverage. Monitor for native plant recruitment and plant additional appropriate plant species as necessary. All planting must be approved by DERM-Tree and Forest Resources Section.

Year 7-10: Continue to eradicate exotic and invasive plant species to maintain 3% or less exotic coverage. Monitor native plant recruitment and plant additional

appropriate plant species as necessary. All planting must be approved by the DERM-Tree and Forest Resources Section.

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
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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
Adiantum tenerum	Brittle maidenhair	N/FL Endangered
Ardisia elliptica	Shoebutton	E/EPPC I
Ardisia escallonioides	Marlberry	N
Arecaceae sp.	Exotic palm	E
Bidens alba	Spanish needle	N
Bischofia javanica	Bishopwood	E/EPPC I
Bromeliaceae sp.	Bromeliads	E
Bursera simaruba	Gumbo limbo	N
Campyloneurum phyllitidis	Long strap fern	N
Carica papaya	Papaya	N
Chiococca alba	Hammock snowberry	N
Chromolaena odorata	Jack-in-the-bush	N
Chrysophyllum oliviforme	Satinleaf	N/FL Threatened
Coccoloba diversifolia	Pigeon plum	N
Dioscorea bulbifera	Air potato	E/EPPC I
Eugenia axillaris	White stopper	N
Eugenia confusa	Redberry stopper	N
Eugenia foetida	Spanish stopper	N
Exothea paniculata	Inkwood	N
Ficus aurea	Strangler fig	N
Guaiacum officinale	Caribbean lignum vitae	E
Guaiacum sanctum	Holywood lignum vitae	N/FL Endangered
Hamelia patens var. *patens*	Firebush	N

Jasminum fluminense	Brazilian jasmine	E/EPPC I
Kalanchoe pinnata	Common liveleaf	E/EPCC II
Leucothrinax morrisii	Key thatch palm	N/FL Threatened
Lysiloma latisiliquum	False tamarind	N
Momordica charantia	Balsampear	E/EPPC II
Murraya paniculata	Orange jasmine	E/EPPC II
Nectandra coriacea	Lancewood	N
Nephrolepis cordifolia	Tuberous sword fern	E/EPPC I
Oeceoclades maculata	Monk orchid	E
Oxalis corniculata	Yellow woodsorrel	N
Parthenocissus quinquefolia	Virginia creeper	N
Phlebodium aureum	Golden polypody	N
Phymatosorus grossus	Wart fern	E/EPPC I
Pilea microphylla	Artillery plant	N
Piscidium piscipula	Jamaica dogwood	N
Pisonia aculeata	Devil's claws	N
Platycerium bifurcatum	Common staghorn fern	E
Pleopeltis polypodioides	Resurrection Fern	N
Prunus myrtifolia	West Indian cherry	N/FL Threatened
Psilotum nudum	Whisk fern	N
Psychotria nervosa	Shiny-leaf wild coffee	N
Psychotria tenuifolia	Shortleaf wild coffee	N
Pteris vittata	Chinese brake fern	E/EPPC II
Quercus virginiana	Virginia live oak	N
Rivina humilis	Rougeplant	N
Sabal palmetto	Cabbage palm	N
Sansevieria hyacinthoides	Snakeplant	E/EPPC II
Schefflera actinophylla	Australian umbrellatree	E/EPPC I
Senna ligustrina	Privet senna	N
Sideroxylon salicifolium	Willow bustic	N
Simarouba glauca	Paradisetree	N
Swietenia mahagoni	West Indian mahogany	N/FL Threatened
Syngonium podophyllum	Syngonium	E/EPPC I
Tabebuia sp.	Tabebuia	E
Tillandsia fasciculata	Cardinal airplant	N/FL Endangered
Tillandsia setacea	Thin-leaved airplant	N
Tillandsia utriculata	Giant airplant	N/FL Endangered
Tradescantia spathacea	Oysterplant	E/EPPC II
Zamia integrifolia	Coontie	N/ Commercially exploited

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

MANAGEMENT PLAN AGREEMENT (must be signed by all owners)

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

SIGNATURE

8/7/24
DATE

ATTACHMENT E

THIS INSTRUMENT PREPARED BY:
Raul & Adele M. Moas
Mailing address:
6200 SW 106 Street
Miami, Florida 33156

COVENANT RUNNING WITH THE LAND IN FAVOR OF MIAMI-DADE COUNTY, FLORIDA, CONCERNING ENVIRONMENTALLY ENDANGERED LAND LOCATED AT 6200 SW 106 STREET, MIAMI-DADE COUNTY, FLORIDA, CURRENTLY FOLIO # 20-5012-004-0580.

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

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

1. The EEL Preservation Area on the Property, as shown on the map attached hereto as Exhibit B and incorporated herein by reference, shall be maintained in its present natural state.

2. The EEL Preservation Area on the Property shall be and the same is hereby subject to the conservation restrictions set forth in Exhibit C, which is attached hereto and incorporated herein by reference, including, but not limited to, the requirement that the Owner, shall

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

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

4. **Covenant Running with the Land.** This Covenant on the part of the Owner shall constitute a covenant running with the land and shall be recorded, at Owner's expense, in the public

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

5. **Term.** This Covenant is to run with the land and shall be binding on all parties and all persons claiming under it for a period of ten (10) years from the date this Covenant is recorded, unless an instrument signed by the, then, owner of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Covenant has first been modified or released by Miami-Dade County.

6. **Modification, Amendment, Release.** This Covenant may be modified, amended or released as to the land herein described, or any portion thereof, by written instrument executed by the, then, owner of all of the Property, provided that the same is also approved by the Board of County Commissioners of Miami-Dade County, Florida. The release from this Covenant shall be made after public hearing and after a determination by the Board of County Commissioners of Miami-Dade County that such release would not adversely affect the interest of the public. Notice of said public hearing shall be published once a week for at

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

7. **Enforcement.** The, then, owners or anyone with the owner's knowledge or consent shall not use the Property in any manner inconsistent with the terms of this Covenant without first obtaining a written instrument from the Board of County Commissioners of Miami-Dade County which releases the Owners from the terms of the covenant, and which instrument must be promptly recorded in the public records of Miami-Dade County, Florida. Any violation of this section shall constitute a breach of this Covenant, for which the Board of County Commissioners may revoke the covenant and require the Owners to pay the deferred tax liability as such term is defined in Section 25B-17(b) of the Code of Miami-Dade County. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

8. **Renewal.** The current owners of the property may apply to renew this covenant for successive ten (10) year periods following the termination of the term of this covenant. Applications for such renewals shall be submitted to the Miami-Dade County Department of Regulatory and Economic Resources, or successor department, and such applications for renewal may be approved administratively by the Director of the Miami-Dade County Department of Regulatory and Economic Resources, or successor department. After approval of a renewal, the Owners shall record, at Owner's expense, a renewed covenant in the public records of Miami-Dade County, Florida. Said renewed covenant shall be in a form approved

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

9. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such additional rights, remedies or privileges.

10. **Severability.** Invalidation of any one of these provisions, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.

11. **Recording.** This Covenant, along with a certified copy of the resolution from the Board of County Commissioners accepting the Covenant, shall be filed of record in the public records of Miami-Dade County, Florida at the costs of the Owners after the effective date of the Board of County Commissioners' resolution accepting the Covenant. This Covenant shall become effective immediately upon recordation.

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

13. **Owner.** The term Owner shall include the Owner, and its heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this 26 TH day of JULY, 2024.

WITNESSES:

Sign:

Print: GUSTAVO A HERRERA

Address: 7742 SW 88 ST
MIAMI FL 33156

Sign:

Print: SANTIAGO HERNANDEZ

Address: 7742 SW 88 ST
MIAMI FL 33156

OWNER: Raul Moas

Sign:

Print: RAUL MOAS

Title: OWNER

Address: 6200 S.W. 106 ST
PINECREST FL 33156.

WITNESSES:

Sign:

Print: GUSTAVO A. HERRERA

Address: 7742 SW 88 ST
MIAMI FL 33156

Sign:

Print: SANTIAGO HERNANDEZ

Address: 7742 SW 88 ST
MIAMI FL 33156

OWNER: Adele M. Moas

Sign: Adele Moas

Print: Adele Moas

Title: owner

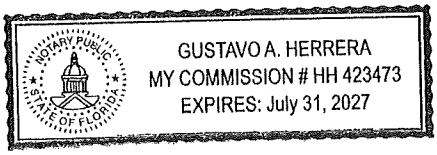
Address: 6200 SW 106 ST
Pinecrest Fl 33156

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Sworn to (or affirmed) and subscribed before me by means of (*how the individual appeared check one*):
☑ physical presence ☐ online notarization this 26 (*date*) day of July (*month*), 2024 (*year*).

by RAUL MOAS AND ADELE MARIA MOAS
(*name(s) of individual swearing or affirming*)

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



(*Affix Florida Notary Seal above*)

(Signature of Notary Public)

GUSTAVO A. HERRERA
(typed, printed, or stamped name of Notary Public)

EXHIBIT A

LEGAL DESCRIPTION

Folio Number:	20-5012-004-0580
Property Address:	6200 SW 106 STREET
Legal description:	LOT 7, BLOCK 6, OF HELMS COUNTRY ESTATES ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 51 AT PAGE 64, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

Exhibit B: EEL Covenant Boundary on the property of Raul & Adele Moas
Folio: 20-5012-004-0580



Legend

- Parcels
- Property Boundary
- EEL Covenanted Area: 0.849 acre

N
W E
S

Map prepared by C. Stocking
on 06/26/2024

Exhibit C
Management Plan
for Raul & Adele Moas

Location: 6200 SW 106 Street, Miami-Dade County, Florida.

Size: 2.24 acre parcel
0.849 acres qualify for an Environmentally Endangered Lands (EEL) covenant

Folio #: 20-5012-004-0580

Forest Type: Pine Rockland & Hardwood Hammock with a wetland feature

Location

The property is located at 6200 SW 106 Street, Pinecrest, Florida 33156 and lies inside of the Urban Development Boundary (UDB). It is surrounded by residential properties on all four sides.

Distance from nearest County-owned NFC site: approximately 1.00 mile from R. Hardy Matheson Preserve (folio #: 03-5107-005-0010)

Distance from nearest privately-owned NFC site: approximately 1.27 miles from the Charlotte S. Smiley TRS (folio #: 03-5107-004-0780)

Distance from nearest EEL Covenanted site: approximately 1,554 feet from Kenneth & Kimberly Fairman (folio #: 20-5012-027-0020)

Property Information

The property consists of a 2.24 acre rectangular-shaped parcel of which 0.849 acres qualify for an EEL Covenant. The property has a single-family home, a pool, and a pool house. The property had a small remnant of pine rockland when the owner bought the property back in 1990. Over the last 34 years, he has restored portions of his yard back to the native habitat that once was present in this area.

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-climax 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 is separated into three separate polygons, representing three types of habitats. The northeast and northwest/west polygons are classified as restored pine rockland, whereas the southeast polygon is composed of restored hammock with a freshwater wetland feature. A total of 59 species of threatened, endangered, and commercially exploited species are represented within the property. This includes several federally-listed species such as crenulate leadplant (*Amorpha herbacea* var. *crenulata*), Blodgett's wild mercury (*Argythamnia blodgettii*), Florida Brickell bush (*Brickellia mosieri*), Florida prairie clover (*Dalea floridana*), Small's milkpea (*Galactia smallii*), and Carter's sandflax (*Linum carteri*).

The restored pine rockland areas possess the characteristic open habit of a natural pine rockland, with an understory composed of a variety of native herbaceous species (grasses and wildflowers) accented by shrubs and palms. Mature South Florida slash pines (*Pinus elliottii* var. *densa*) are present. Within a natural remnant portion of the pine rockland, a patch of naturally occurring wooly pyramidflower (*Melochia tomentosa*) was observed. This species is listed as "presumed extirpated" in South Florida by the Institute for Regional Conservation. Although the species is commercially available, its provenance is out-of-state. The naturally occurring *M. tomentosa* on the property was observed to have a wider and more pubescent leaf compared to those available commercially, suggesting a potentially unique genetic character. A finger-like projection on the west side of the northeast polygon is composed exclusively of native herbaceous plants with a focus on grasses. A variety of rare wildflowers such as the native subspecies of butterfly milkweed (*Ascelpias tuberosa* subsp. *rolfsii*) occupy this meadow area. The meadow also supports a wide range of insects.

The hammock and freshwater wetland are located on the southeast polygon of the EEL-covenanted area. The pond is a constructed feature supporting various wetland-associated species such as pond apple (*Annona glabra*), giant leather fern (*Acrostichum danaeifolium*), swamp lily (*Crinum americanum*), yellow waterlily (*Nymphaea*

mexicana) and others. Wetland-associated wildlife has been observed by the property owner, such as native leopard frogs (*Lithobates pipiens*). The restored hammock possesses typical features, including a variety of canopy, subcanopy, and understory species that form a layered forest character. Many of the trees were mature, and at least one, a false tamarind (*Lysiloma latisiliquum*), is specimen sized. Although already biodiverse, the property owner continues to add new hammock-associated species to this area, facilitating its continued development.

Conclusion

It is a rare occurrence to have a single property support more than one type of ecosystem, especially a mix of uplands and wetlands. The presence of open pine rockland/meadow, hardwood hammock, and freshwater wetland offer ample food, water, and shelter for native wildlife, including migratory birds. The property contains several state and federally-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 controlling the emergence of invasive exotic plants, vine control, supplemental native plantings, and (if ever possible) prescribed burns.

Ecological Goals

1. Maintain the ecologically distinct areas in manners appropriate for each, such as preserving the open character within the pine rockland while facilitating dense understory growth within the hammock.
2. Eliminate non-native and control invasive plant species found on the site, as necessary.
3. Provide suitable habitat for native wildlife.
4. Monitor and maintain the floral diversity, including threatened and endangered species.

Management Goals

1. Maintain invasive exotic plants to 3% or less coverage within the covenanted areas.

2. Maintain and augment the biodiversity of appropriate native plant species, including rare and listed species.
3. Control any hardwood encroachment within the pine rockland portion of the covenanted area.
4. Continue to maintain the open, herbaceous character of the pine rockland while facilitating understory growth within the hammock/wetland.
5. The property owner shall submit annual reports to DERM listing all the management practices and treatments that were conducted within the covenanted area. The reports are due by February 1st for the previous year's activities.

DERM will periodically inspect the property to ensure that management goals are achieved.

Management Techniques and Schedule

(No heavy machinery is allowed within the covenanted area. 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 maintain 3% or less exotic coverage within the EEL covenanted area. Retreat any re-sprouting or recolonizing invasive exotic plants. Continue to selectively control hardwoods within the pine rockland area to maintain its open character. Monitor native plant recruitment and plant as necessary, especially within the developing hammock area. All plantings must be approved by the Tree and Forest Resources Section of DERM.

PLANT SPECIES LIST*

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

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

Scientific Name	Common Name	Origin/Status
Abidgaardia ovata	Flatspike sedge	N
Acalypha chamaedrifolia	Three-seeded copperleaf	N
Acrostichum danaeifolium	Giant leather fern	N

Aeschynomene viscidula	Sticky joint vetch	N
Alvaradoa amorphoides	Mexican alvaradoa	N/FL Endangered
Amorpha herbacea var. *crenulata*	Crenulate leadplant	N/FL Endangered
Amyris elemifera	Torchwood	N
Andropogon glomeratus	Common bushy bluestem	N
Andropogon longiberbis	Hairy bluestem	N
Andropogon ternarius	Splitbeard bluestem	N
Andropogon virginicus	Broomsedge bluestem	N
Anemia adiantifolia	Pine fern	N
Angadenia berteroi	Pineland allamanda	N/FL Threatened
Annona glabra	Pond apple	N
Ardisia escallonioides	Marlberry	N
Argythamnia blodgettii	Blodgett's wild mercury	N/FL Endangered
Aristida patula	Tall threeawn	N
Aristida purpurascens	Arrowfeather threeawn	N
Asclepias incarnata	Swamp milkweed	N
Asclepias tuberosa	Butterfly milkweed	N
Asclepias verticillata	Whorled milkweed	N
Asclepias viridis	Green antellopehorn	N
Ayenia euphrasiifolia	Eyebright ayenia	N
Bacopa monnieri	Herb-of-grace	N
Berlandiera subcaulis	Florida greeneyes	N
Bidens alba	Spanish needle	N
Bletia purpurea	Pineland pink orchid	N/FL Threatened
Boehmeria cylindrica	False nettle	N
Bourreria cassinifolia	Pineland strongback	N/FL Endangered
Bourreria succulenta	Bahama strongback	N/FL Endangered
Brickellia mosieri	Brickell bush	N/FL Endangered
Bursera simaruba	Gumbo limbo	N
Byrsonima lucida	Locustberry	N/FL Threatened
Callicarpa americana	American beautyberry	N
Calyptranthes pallens	Spicewood	N/FL Threatened
Calyptranthes zuzygium	Myrtle-of-the-river	N/FL Endangered
Canella winterana	Cinnamonbark	N/FL Endangered
Carphephorus corymbosus	Florida paintbrush	N
Cenchrus gracillimus	Slender sandbur	N
Centrosema virginianum	Spurred butterfly pea	N
Ceratophyllum demersum	Hornwort	N
Chamaecrista fasciculata	Annual partridge pea	N

Chamaecrista nictitans	Hairy sensitive pea	N
Chaptalia albicans	White sunbonnets	N/FL Threatened
Chiococca alba	Hammock snowberry	N
Chiococca parvifolia	Small-leaved snowberry	N
Chrysophyllum oliviforme	Satinleaf	N/FL Threatened
Cirsium horridulum	Purple thistle	N
Clematis baldwinii	Pine hyacinth	N
Cnidoscolus stimulosus	Tread-softly	N
Coccoloba diversifolia	Pigeon plum	N
Coccothrinax argentata	Florida silver palm	N/FL Threatened
Colubrina arborescens	Coffee colubrina	N/FL Endangered
Colubrina elliptica	Soldierwood	N
Commelina erecta	Whitemouth dayflower	N
Coreopsis leavenworthii	Leavenworth's coreopsis	N
Crinum americanum	Swamp lily	N
Crossopetalum ilicifolium	Quailberry	N/FL Threatened
Crossopetalum rhacoma	Maidenberry	N/FL Threatened
Crotalaria pumila	Low rattlebox	N
Crotalaria rotundifolia	Rabbitbells	N
Croton glandulosus	Vente conmigo	N
Croton linearis	Pineland croton	N
Cynophalla flexuosa	Limber caper	N
Dalea floridana	Florida prairie clover	N/FL Endangered
Dichanthelium aciculare	Needleleaf witchgrass	N
Dichanthelium commutatum	Variable witchgrass	N
Dodonaea viscosa var. *angustifolia*	Narrow varnishleaf	N
Drypetes lateriflora	Guiana plum	N/FL Threatened
Dyschoriste angusta	Rockland twinflower	N
Echites umbellatus	Devil's potato	N
Elionurus tripsacoides	Pan-American balsamscale	N
Eragrostis elliottii	Elliott's lovegrass	N
Erythrina herbacea	Coralbean	N
Eugenia axillaris	White stopper	N
Eugenia confusa	Redberry stopper	N
Eugenia foetida	Spanish stopper	N
Eugenia rhombea	Red stopper	N
Euphorbia hypericifolia	Graceful sandmat	N
Euphorbia pinetorum	Pineland poinsettia	N/FL Endangered
Eustachys petraea	Common fingergrass	N

Evolvulus sericeus	Silver dwarf morning glory	N
Exothea paniculata	Inkwood	N
Exostema caribaeum	Caribbean princewood	N/FL Endangered
Ficus aurea	Strangler fig	N
Ficus citrifolia	Shortleaf fig	N
Flaveria linearis	Narrowleaf yellowtops	N
Forestiera segragata	Florida privet	N
Funastrum clausum	White twinevine	N
Galactia smallii	Small's milkpea	N/FL Endangered
Galactia volubilis	Downy milkpea	N
Guettarda scabra	Rough velvetseed	N
Hamelia patens var. *patens*	Firebush	N
Heliotropium polyphyllum	Pineland heliotrope	N
Hypericum hypericoides	St. Andrew's cross	N
Ilex cassine	Dahoon holly	N
Indigofera miniata var. *florida*	Florida coastal indigo	N
Ipomoea microdactyla	Man-in-the-ground	N/FL Endangered
Ipomoea tenuissima	Rockland morning glory	N/FL Endangered
Iris savannarum	Savanna iris	N
Jacquemontia curtisii	Pineland clustervine	N/FL Threatened
Jacquemontia pentanthos	Sky blue clustervine	N/FL Endangered
Justicia angusta	Narrowleaf waterwillow	N
Krugiodendron ferreum	Black ironwood	N
Lantana canescens	Hammock lantana	N/FL Endangered
Lantana depressa var. *depressa*	Pineland lantana	N/FL Endangered
Lantana involucrata	Buttonsage	N
Liatris chapmanii	Chapman's gayfeather	N
Liatris tenuifolia	Shortleaf gayfeather	N
Licania michauxii	Gopher apple	N
Linum carteri	Carter's sandflax	N/FL Endangered
Lysiloma latisiliquum	False tamarind	N
Manilkara jaimiqui	Wild dilly	N/FL Threatened
Melanthera parvifolia	Pineland blackanthers	N/FL Threatened
Melochia tomentosa	Woolly pyramidflower	N
Metastelma blodgettii	Blodgett's swallowwort	N/FL Threatened
Metopium toxiferum	Poisonwood	N
Mimosa strigillosa	Sunshine mimosa	N
Morinda royoc	Mouse's pineapple	N

Muhlenbergia capillaris	Muhly grass	N
Myrica cerifera	Wax myrtle	N
Myrsianthes fragrans	Simpson's stopper	N/FL Threatened
Myrsine cubana	Myrsine	N
Nectandra coriacea	Lancewood	N
Neptunia pubescens	Tropical puff	N
Nymphaea mexicana	Yellow waterlily	N
Ocimum campechianum	Wild basil	N/FL Endangered
Oenothera simulans	Southern beeblossum	N
Opuntia humifusa	Prickly-pear	N
Parthenocissus quinquefolia	Virginia creeper	N
Paspalum blodgettii	Coral paspalum	N
Paspalum caespitosum	Blue paspalum	N
Paspalum monostachyum	Gulfdune paspalum	N
Passiflora pallens	Pineland passionflower	N/FL Endangered
Passiflora suberosa	Corkystem passionflower	N
Peltandra virginica	Green arum	N
Pentalinon luteum	Wild allamanda	N
Peperomia obtusifolia	Baby rubberplant	N/FL Endangered
Phlebodium aureum	Golden polypody	N
Phyla nodiflora	Frogfruit	N
Phyllanthus pentaphyllus	Florida five-petal leafflower	N
Physalis walteri	Walter's groundcherry	N
Picramnia pentandra	Florida bitterbush	N/FL Endangered
Pinus elliottii var. *densa*	South Florida slash pine	N
Piriqueta cistoides	Pitted stripeseed	N
Pithecellobium keyense	Florida Keys blackbead	N/FL Threatened
Pityopsis graminifolia	Narrowleaf silkgrass	N
Plumbago zeylanica	Wild plumbago	N
Polygala violacea	Candyweed	N
Pontediera cordata	Pickerelweed	N
Prunus myrtifolia	West Indian cherry	N, FL Threatened
Psilotum nudum	Whisk fern	N
Psychotria ligustrifolia	Bahama wild coffee	N/FL Endangered
Psychotria nervosa	Shiny-leaf wild coffee	N
Psychotria tenuifolia	Shortleaf wild coffee	N
Pteridium caudatum	Lacy bracken fern	N
Quadrella cynophallophora	Jamaica caper tree	N
Quercus pumila	Running oak	N
Quercus virginiana	Virginia live oak	N

Randia aculeata	White indigoberry	N
Reynosia septentrionalis	Darlingplum	N/FL Threatened
Rhus copallinum	Winged sumac	N
Rhynchospora colorata	Starrush whitetop	N
Rhynchospora floridensis	Florida whitetop	N
Ruellia carolinensis	Carolina petunia	N
Sabal palmetto	Cabbage palm	N
Sagittaria latifolia	Broadleaf arrowhead	N
Sambucus nigra	Elderberry	N
Schaefferia frutescens	Florida boxwood	N/FL Endangered
Schizachyrium gracile	Wire bluestem	N
Schizachyrium rhizomatum	Rhizomatous bluestem	N
Schizachyrium sanguineum	Crimson bluestem	N
Scutellaria havanensis	Havana skullcap	N/FL Endangered
Senna ligustrina	Privet senna	N
Senna mexicana var. *chapmanii*	Bahama senna	N/FL Threatened
Senna obtusifolia	Sicklepod	N
Serenoa repens	Saw palmetto	N/Commercially exploited
Sida elliottii	Elliott's fanpetals	N
Sideroxylon foetidissimum	False mastic	N
Sideroxylon salicifolium	Willow bustic	N
Simarouba glauca	Paradisetree	N
Sisyrinchium angustifolium	Narrowleaf blue-eyed grass	N
Smilax havanensis	Havana greenbrier	N/FL Threatened
Solidago chapmanii	Chapman's goldenrod	N
Solidago leavenworthii	Leavenworth's goldenrod	N
Solidago stricta	Wand goldenrod	N
Sorghastrum secundum	Lopsided Indian grass	N
Spartina bakeri	Sand cordgrass	N
Sporobolus junceus	Pineywoods dropseed	N
Stachytarpheta jamaicensis	Blue porterweed	N
Stylosanthes hamata	Cheeseytoes	N
Swietenia mahagoni	West Indian mahogany	N/FL Threatened
Symphyotrichum adnatum	Clasping aster	N
Symphyotrichum concolor	Eastern silver aster	N
Symphyotrichum dumosum	Rice button aster	N
Symphyotrichum simmondsii	Simmond's aster	N
Tephrosia corallicola	Coral hoarypea	N/FL Endangered
Tetrazygia bicolor	West Indian lilac	N/FL Threatened

Tillandsia balbisiana	Reflexed wild pine	N/FL Threatened
Tillandsia fasciculata	Cardinal airplant	N/FL Endangered
Tillandsia recurvata	Ball moss	N
Tillandsia utriculata	Giant airplant	N/FL Endangered
Thalia geniculata	Alligator flag	N
Thrinax radiata	Green thatch palm	N/FL Endangered
Tragia saxicola	Florida Keys noseburn	N/FL Threatened
Tragia urens	Wavyleaf noseburn	N
Trichocentrum undulatum	Mule ear orchid	N/FL Endangered
Trichostema dichotomum	Forked bluecurls	N
Tripsacum dactyloides	Fakahatchee grass	N
Tripsacum floridanum	Eastern gamagrass	N/FL Threatened
Vachellia farnesiana var. *farnesiana*	Sweet acacia	N
Vachellia farnesiana var. *pinetorum*	Pineland acacia	N
Vernonia blodgetii	Florida ironweed	N
Viola sororia	Common blue violet	N
Waltheria indica	Sleepy morning	N
Zamia integrifolia	Coontie	N/ Commercially exploited
Zanthoxylum coriaceum	Biscayne prickly ash	N/FL Endangered

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

MANAGEMENT PLAN AGREEMENT (must be signed by all owners)

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

Adele Moas
SIGNATURE

7-25-2024
DATE

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

Raul Moas
SIGNATURE

7-25-2024
DATE

ATTACHMENT F

THIS INSTRUMENT PREPARED BY:
Jason C. Putnam LE
Kristina A. Putnam LE
REM Jason Colby Putnam TRS
REM The Putnam Family Living TR
REM Kristina Arve Putnam TRS
Mailing address:
15825 SW 268 Street
Homestead, Florida 33031

COVENANT RUNNING WITH THE LAND IN FAVOR OF MIAMI-DADE COUNTY, FLORIDA, CONCERNING ENVIRONMENTALLY ENDANGERED LAND LOCATED AT 15825 SW 268 STREET, MIAMI-DADE COUNTY, FLORIDA, CURRENTLY FOLIO # 30-6932-000-0011.

WHEREAS, the undersigned Owner, Jason C. Putnam LE, Kristina A. Putnam LE, REM Jason Colby Putnam TRS, REM The Putnam Family Living TR, REM Kristina Arve Putnam 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 2nd day of August, 2024.

WITNESSES:

Sign: Tanya Toro

Print: Tanya N. Toro

Address: 1140 Raven Avenue
Miami Springs, FL 33166

Sign: Rodney Rodriguez

Print: Rodney Rodriguez

Address: 5370 NW 174 Drive
Miami Gardens, FL 33055

OWNER: Jason C. Putnam LE

Sign: Jason Putnam

Print: Jason Putnam

Title: Owner

Address: 15625 SW 266 St
Homestead, FL 33030

WITNESSES:

Sign: Tanya Toro

Print: Tanya N. Toro

Address: 1140 Raven Avenue
Miami Springs, FL 33166

Sign: Rodney Rodriguez

Print: Rodney Rodriguez

Address: 5370 NW 174 Drive
Miami Gardens, FL 33055

OWNER: Kristina A. Putnam LE

Sign: Kristina A. Putnam

Print: Krishna Putnam

Title: Owner

Address: 15825 SW 268 St
Homestead FL 33031

WITNESSES:

Sign: Tanya N Toro

Print: Tanya N. Toro

Address: 1140 Raven Avenue
Miami Springs, FL 33166

Sign: [signature]

Print: Rodney Rodriguez

Address: 5370 NW 174 Drive
Miami Gardens, FL 33055

OWNER: REM Jason Colby Putnam TRS

Sign: Jason Colby Putnam

Print: Jason Colby Putnam

Title: Owner

Address: 15825 SW 266th st
Homestead, FL 33031

WITNESSES:

Sign: [signature]

Print: Rodney Rodriguez

Address: 5370 NW 174 Drive
Miami Gardens, FL 33055

Sign: Tanya Toro

Print: Tanya N. Toro

Address: 1140 Raven Avenue
Miami Springs, FL 33166

OWNER: REM The Putnam Family Living TR

Sign: Jason Putnam / Kristina Putnam

Print: Jason Putnam / Kristina Putnam

Title: Trustee

Address: 15825 SW 266th st
Homestead, FL 33031

WITNESSES:

Sign: [signature]

Print: Rodney Rodriguez

Address: 5370 NW 174 Drive
Miami Gardens, FL 33055

Sign: Tanya Toro

Print: Tanya N. Toro

Address: 1140 Raven Avenue
Miami Springs, FL 33166

OWNER: REM Kristina Arve Putnam TRS

Sign: Kristina Arve Putnam

Print: Kristina Arve Putnam

Title: OWNER

Address: 15825 SW 268 st
Homestead FL 33031

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

☑ physical presence ☐ online notarization this 2 (*date*) day of August (*month*), 20 24 (*year*).

by Jason Putnam and Kristina Putnam
(*name(s) of individual swearing or affirming*)

Individual identified by: ☑ personal knowledge ☐ satisfactory evidence _____ (*type*).

LINDSAY DENO
Notary Public - State of Florida
Commission # HH 355379
My Comm. Expires May 6, 2027
Bonded through National Notary Assn.

(*Affix Florida Notary Seal above*)

_____
(Signature of Notary Public)

Lindsay D. Deno
(typed, printed, or stamped name of Notary Public)

EXHIBIT A
LEGAL DESCRIPTION

Folio Number:	30-6932-000-0011
Property Address:	15825 SW 268 ST
Legal description:	THE EAST ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF THE NORTHEAST ¼, SECTION 32, TOWNSHIP 56 SOUTH, RANGE 39 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA, LESS AND EXCEPT THE SOUTH 25 FEET THEREOF FOR THE ROAD RIGHT-OF-WAY PURPOSES.

Exhibit B: EEL Covenant Boundary on the property of Jason C. & Kristina A. Putnam
Folio: 30-6932-000-0011



Legend

- Parcels
- Property Boundary
- EEL Covenanted Area: 3.35 acres

N
W E
S

Map prepared by C. Stocking
on 07/02/2024

Exhibit C
Pine Rockland Management Plan
for Jason and Kristina Putnam

Location: 15825 SW 268 St, Miami-Dade County, Florida.

Size: 4.81 acre parcel
3.35 acres qualify for an Environmentally Endangered Lands (EEL) covenant

Folio #: 30-6932-000-0011

Forest Type: Transitional Pine Rockland

Location

The property is located at 15825 SW 268 Street and lies in Section 32 of Township 56, Range 39. This property is outside the Urban Development Boundary (UDB).

Distance from nearest County-owned NFC site: approximately 700 feet from Hattie Bauer Hammock Preserve (folio #: 30-6933-000-0300).

Distance from nearest privately-owned NFC site: 0 feet from Taimur & Munnezzah Khan (folio #: 30-6932-000-0060).

Distance from nearest EEL Covenanted site: approximately 1,300 feet from Leonard Goldstein (folio #: 30-6933-000-0304).

Property Information

The property consists of a rectangular-shaped parcel with an irregular shaped preservation area in the middle, eastern and northern portions of the property. The preservation area consists of fire excluded pine rockland. The parcel contains a private residence in the northern portion of the parcel and a triangular area in agricultural use in the southwestern section. This property is surrounded by residential, agricultural, and vacant land use. Additionally, 3.4 acres of the subject site were designated as a Natural Forest Community (NFC) Pine Rockland in 1984 by the Miami-Dade County Board of County Commissioners, via Resolution No. R-1764-84 and may be found on Miami-Dade County Natural Forest Community Map 34, T56 R39 S32, parcel A. NFCs are protected and regulated via Section 24-49 of the Code of Miami-Dade County.

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

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

Present Condition

The natural plant community is typical of a fire excluded pine rockland and needs management to encourage the recovery of the rare pine rockland plant populations identified on site. The understory consists of a mix between pine rockland and native hardwood plant species, including listed threatened, endangered, and commercially exploited species. These include, but are not limited to, locustberry (*Byrsonima lucida*), pineland croton (*Croton linearis*), strangler fig (*Ficus aurea*), satinleaf (*Chrysophyllum oliviforme*), silver palm (*Coccothrinax* argentata), poisonwood (*Metopium toxiferum*), running oak (*Quercus pumila*), white indigoberry (*Randia aculeata*), winged sumac (*Rhus copallinum*), sabal palmetto (*Sabal palmetto*), paradise tree (*Simaruba glauca*), quailberry (*Crossopetalum ilicifolium*), Havana greenbrier (*Smilax havanensis*), and coontie (*Zamia integrifolia*). Mature slash pines (*Pinus elliotti* var *densa*) can be found within the preservation area.

The property possesses good-quality natural habitat. The substrate within the covenanted area is intact and has pinnacle rock outcroppings throughout. The main threat to the quality of this site is the invasion of exotic plant species, particularly Burmareed (*Neyraudia reynaudiana*) and Brazilian pepper (*Schinus terebinthefolius*). There is an accumulation of organic material due to fire exclusion. This is impacting the viability of the herbaceous understory within the higher quality areas of open canopy. The absence of fire has compromised the long-term viability of the herbaceous layer understory layer, requiring manual vegetation removal to maintain an open character within a pine rockland.

Conclusion

The subject site is biologically connected to the Hattie Bauer Hammock Preserve and provides connectivity for the NFC sites that are directly adjacent. The site's current

condition is due to the property owner's continuous commitment to long-term maintenance of the area as a natural preserve. The county will continue to benefit from the active management of the site through the inherent values that natural habitat provide. The property provides key resources needed by wildlife, acting as a haven and reservoir for native fauna. It is important to note that the preservation of this site, as well as others 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 benefit with the management efforts encouraged and supported by the EEL Covenant. Future management of this property will center on the continuation of the eradication of exotic plant species and maintaining the open canopy areas to promote pine rockland plant species.

Ecological Goals

1. Encourage and maintain a diverse understory, preserve vestiges of open pine rockland to the greatest degree practicable, and preserve rare hammock species.
2. Monitor regeneration of slash pine canopy and associated understory.
3. Provide suitable habitat for native wildlife.
4. Eliminate and control the proliferation of exotic and invasive plant species.

Management Goals

1. Maintain invasive exotic plant species to 3% or less coverage within the covenanted area.
2. Maintain biodiversity of appropriate native plant species, focusing on rare and listed species.
3. Prevent the closure of any open canopy areas within the covenanted area.
4. Manage hardwoods and vines to mimic fire management within the open canopy areas.
5. Perform a prescribed fire is possible.
6. The property owner shall submit annual reports to DERM-Tree and Forest Resources Section listing all management practices and treatments that were conducted within the covenanted area. The reports are due by February 1st for the previous year's activities.

Management Techniques and Schedule

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

Year 1-3: Continue the eradication of exotic plant species within the covenanted area to achieve the 3% or less exotic plant species coverage throughout the covenanted area. Prevent the closure, if feasible, of any open canopy areas that contain pine rockland plant species. Monitor for native plant

recruitment and plant appropriate species as necessary. All plantings must be approved by the DERM-Tree and Forest Resources Section.

Year 4-10: Continue to eradicate exotic plants and re-treat any re-sprouting or re-colonizing exotic plants to maintain goal of 3% or less exotic plant cover. Maintain open canopy areas that contain pine rockland plant species. Monitor the accumulation of organic material within the open canopy areas and remove if necessary. Selectively thin out hardwoods, sabal palms, and vines if needed throughout the open canopy areas. Monitor for native plant recruitment and plant additional appropriate species if necessary. All plantings must be approved by the DERM-Tree and Forest Resources Section.

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 Goverment
Fed Threatened	listed as a threatened species by the Federal Goverment
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
Abrus precatorius	rosary pea	E / EPPC (I)
Acalypha chamaedrifolia	bastard copperleaf	N
Albizia lebbeck	woman's tongue	E / EPPC (I)
Aloe vera	Aloe	E
Anemia adiantifolia	Maidenhair pineland fern	N
Angadenia berteroi	Pineland allamanda	N
Ardisia escallanioides	Marlberry	N
Ardisia elliptica	Shoebutton ardisia	E / EPPC (I)
Bidens alba	Spanish needles	N
Bischofia javanica	Bishop's wood	E / EPPC (II)
Bursera simaruba	Gumbo limbo	N
Byrsonima lucida	Locustberry	N
Callicarpa Americana	Beauty berry	N
Chamaecrista deeringiana	Deering partridge pea	N
Chamaecrista nictitans var *aspera*	Hairy partridge pea	N
Chiococca alba	Snowberry	N

Chiococca parvifolia	Pineland snowberry	N
Coccothrinax argentata	Silver palm	N / FL threatened
Crossopetalum ilicifolium	Quailberry	N / FL threatened
Crotalaria pumila	Low rattlebox	N
Crotalaria spectabilis	Showy rattlebox	E
Croton linearis	Pineland croton	N
Dychoriste oblongifloia	Common twinflower	N
Eugenia axillaris	White stopper	N
Eragostris elliottii	Elliott's lovegrass	N
Erythrina herbacea	Coral bean	N
Exothea paniculata	Inkwood	N
Ficus aurea	Strangler fig	N
Forestiera segregata	Pineland privet	N
Galium hispidulum	Coastal bedstraw	N
Guettarda elliptica	Everglades velvet seed	N
Guettarda scabra	Rough velvetseed	N
Hyparrhenia rufa	Jaragua	E / EPPC (II)
Ilex krugiana	Krug's holly	N / FL threatened
Jacquemontia curtisii	Pineland clustervine	N / FL threatened
Jasminum dichotomum	Gold Coast jasmine	N
Jatropha integerrima	Peregrine	E
Lantana camara	Shrubverbena	E / EPPC (I)
Lantana depressa	Pineland lantana	N/ FL endangered
Lanatana involucrata	Wild sage	N
Licania michauxii	Gopher apple	N
Melanthera angustifolia	Prairie blackanthers	N
Melinis repens	Natal grass	E / EPPC (I)
Merremia tuberosa	Woodrose	E / EPPC (II)
Metopium toxiferum	Poisonwood	N
Morinda royoc	Cheese shrub	N
Mucuna pruriens	Cow-itch	E / EPPC (I)
Myrica cerifera	Wax myrtle	N
Myrsine floridana	Myrsine	N
Neyraudia reynaudiana	Burma reed	E / EPPC (I)
Passiflora suberosa	Corkystem passionflower	N
Parthenocissus quinquefolia	Virginia creeper	N
Pinus elliottii var. *densa*	South Florida slash pine	N / Endemic
Piriqueta caroliniana	Pitted stripe seed	N
Phyllanthus pentaphyllus var *floridanus*	Florida five-petal leafflower	N / Endemic
Psychotria nervosa	Wild coffee	N
Pteridium aquilinum var. *caudatum*	Lacy bracken	N
Quercus minima	Dwarf live oak	N
Quercus pumila	Running oak	N
Randia aculeata	White indigoberry	N
Rhus copallinum	Winged sumac	N
Ruellia carolinensis	Carolina wild petunia	N

Rhynchosia reniformis	Dollarweed	N
Rhynchospora floridensis	White top sedge	N
Sabal palmetto	Cabbage palm	N
Schefflera actinophylla	Queensland umbrella tree	E/ EPPC (I)
Schinus terebinthifolius	Brazilian pepper	E/ EPPC (I)
Schizachyrium gracile	Wire bluestem	N
Serenoa repens	Saw palmetto	N
Setaria spp.	Foxtail	N
Sideroxylon salicifolium	Willow bustic	N
Simaruba glauca	Paradise tree	N
Smilax auriculata	Earleaf greenbrier	N
Smilax havanensis	Havana greenbrier	N/ FL threatened
Solidago leavenworthii	Leavenworth's goldenrod	N
Tetrazygia bicolor	West Indian lilac	N / FL threatened
Tillandsia paucifolia	Potbelly airplant	N
Toxicodendron radicans ssp *radicans*	Poison ivy	N
Trema micrantha	Florida trema	N
Tragia saxicola	Florida Keys noseburn	N/ FL threatened
Tripsacum floridanum	Florida gamma grass	N/ FL threatened
Vitis rotundifolia	Muscadine grape	N
Zamia integrifolia	Coontie	N

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

Jason Putnam
SIGNATURE

8/2/2024
DATE

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

Kristina Putnam
SIGNATURE

8/2/2024
DATE

ATTACHMENT G

THIS INSTRUMENT PREPARED BY:
Bruce A. Schaffer & Pamela A. Moon
Mailing address:
19040 SW 264 Street
Miami, Florida 33031

COVENANT RUNNING WITH THE LAND IN FAVOR OF MIAMI-DADE COUNTY, FLORIDA, CONCERNING ENVIRONMENTALLY ENDANGERED LAND LOCATED AT 19040 SW 264 STREET, MIAMI-DADE COUNTY, FLORIDA, CURRENTLY FOLIO # 30-6835-000-0185.

WHEREAS, the undersigned Owner, Bruce A. Schaffer and Pamela A. Moon, 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 AUGUST, 2024.

WITNESSES:

~~Sign:~~

Print: Shannon Cuthill

Address: 18905 SW 280 ST
Homestead, FL 33031

Sign:

Print: Ineliz Ortiz Hernández

Address: 18905 SW 280 ST
Homestead, FL 33031

OWNER: Bruce A. Schaffer

Sign:

Print: BRUCE A. SCHAFFER

Title: OWNER

Address: 19040 S.W. 264 ST.
HOMESTEAD, FL 33031

WITNESSES:

~~Sign:~~

Print: Shannon Cuthill

Address: 18905 SW 280 ST
Homestead FL 33031

Sign:

Print: Ineliz Ortiz Hernández

Address: 18905 SW 280 ST
Homestead, FL 33031

OWNER: Pamela A. Moon

Sign:

Print: PAMELA A. MOON

Title: OWNER

Address: 19040 S.W. 264 ST.
HOMESTEAD, FL 33031

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

☒ physical presence ☐ online notarization this 7 (*date*) day of August (*month*), 2024 (*year*).

by Bruce Schaffer and Pamela Moon
(*name(s) of individual swearing or affirming*)

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



(*Affix Florida Notary Seal above*)

Maria Bernal
(Signature of Notary Public)

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

EXHIBIT A
LEGAL DESCRIPTION

Folio Number:	30-6835-000-0185
Property Address:	19040 SW 264 STREET
Legal description:	THE EAST ½ OF THE WEST ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF THE SECTION 35, TORNSHIP 56 SOUTH, RANGE 38 EASST, DADE COUNTY, FLORIDA, LESS THE NORTH 644.14, AND THE SOUTH 90 FEET THEREOF, AND A 25 FOOT WIDE INGRESS-EGRESS EASEMENT DESCRIBED AS: THE WEST 25 FEET OF THE NORTH 644.14 FEET OF THE EAST ½ OF THE WEST 182 OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 35, TOWNSHIP 56 SOUTH, RANGE 38 EAST, DADE COUNTY, FLORIDA.

Exhibit B: EEL Covenant Boundary on the property of Bruce A. Schaffer & Pamela A. Moon
Folio: 30-6835-000-0185



Legend

- Parcels
- Property Boundary
- EEL Covenanted Area: 3.20 acres

N
W E
S

Map prepared by C. Stocking
on 07/02/2024

Exhibit C
Pine Rockland Management Plan
for Bruce Schaffer and Pamela Moon

Location: 19040 SW 264 Street, Miami-Dade County, Florida.

Size: 4.69 acre parcel
3.20 acres qualify for an Environmentally Endangered Lands (EEL) covenant

Folio #: 30-6835-000-0185

Forest Type: Pine Rockland

Location

The property is located at 19040 SW 264 Street and lies in Section 35 of Township 56, Range 38. The property is located directly south of 19000 SW 264th Street, at the intersection of SW 266th Street and SW 190th Avenue, however; these are not improved roads and the property is only accessible at its legal ingress/egress at SW 264th Street. The property is outside of the Urban Development Boundary (UDB).

Distance from nearest County-owned NFC site: approximately 7,400 feet from Camp Owaissa Bauer Pineland Addition #1 (folio #: 30-6931-000-0160).

Distance from nearest County-designated NFC site: approximately 2,700 feet from Krishna Gunnam & Veronica Lizette Gobin (folio #: 30-6826-000-0550).

Distance from nearest EEL Covenanted site: approximately 400 feet from Keith Fleri (folio #: 30-6835-000-0092)

Property Information

The property consists of a rectangular-shaped parcel with an irregular shaped pine rockland preservation area on the southern portion of the property and a private residence on the northern portion. The property is surrounded by agricultural to the north and residential uses on the east south and west. The south side of the property runs along the Mowry canal (C-103). Additionally, the subject site was designated as Natural Forest Community (NFC) Pine Rockland in 1984 by the Miami-Dade County Board of County Commissioners, via Resolution No. R-1764-84 and may be found on Miami-Dade County Natural Forest Community Map 31, T56 R38 S35, parcel C. NFCs are protected and regulated via Section 24-49 of the Code of Miami-Dade County.

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

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

Present Condition

The majority of the natural plant community is typical of a pine rockland, possessing an open character with a variety of native shrubs and herbaceous plants. Intact pinnacle rock is found throughout the site and includes a few significant outcroppings. In total, 106 native species have been observed within this natural area. These include various state-listed threatened, endangered, and commercially exploited species such as Man-in-the-ground (*Ipomoea microdactyla*), locustberry (*Byrsonima lucida*), Florida shrub throughwort (*Koanophyllon villosum*), Coontie (*Zamia integrifolia*), and others. Included in the understory are several species of native grasses, essential components of a healthy pine rockland ecosystem. Non-listed shrubby species include running oak (*Quercus pumila*), White indigoberry (*Randia aculeata*), and saw palmetto (*Serenoa repens*). South Florida slash pine (*Pinus elliotti* var *densa*) can be found throughout the preservation area. The northeast section of the preservation area has more of a hammock-type character. This area had a greater amount of canopy cover composed mostly of native hardwoods including Virginia live oak (*Quercus virginiana*), gumbo limbo (*Bursera simaruba*), and false tamarind (*Lysiloma latisiliquum*). Native understory species such as shiny-leaf wild coffee (*Psychotria nervosa*) and common snowberry (*Chiococca alba*) are also prevalent.

Overall, the preservation area has a relatively low coverage of exotic and invasive species (~20-25% when taken as a whole). The majority of these exotics are concentrated on the west and southwest areas and include species such as Brazilian pepper (*Schinus terebinthifolius*) and Gold Coast jasmine (*Jasminum* dichotomum). Much progress has been made towards the elimination of these exotics over the past couple of years, with funding provided by the United States Department of Agriculture (USDA). The property

owners continue to actively maintain exotic plants. Prescribed fires on this property are difficult due to objections of neighbors, though the property owners are exploring options to conduct one. The absence of fire may compromise the long-term viability of the herbaceous understory layer, perpetually requiring manual vegetation removal to maintain the open character of the pine rockland.

Staff documented numerous parasitic ghostplants (*Voyria parasitica*), which are a rare and state-listed endangered species. Producing no chlorophyll, these small herbaceous plants are exceedingly difficult to see. The property owner has each ghostplant marked with colored flags. According to the Atlas of Florida Plants, parasitic ghostplant requires the presence of arbuscular fungi in the families Gigasporaceae and Glomeraceae. The presence of the ghostplant suggests that their required host fungi are also present.

Conclusion

The subject site is disconnected from other forest communities but acts as a contained wildlife oasis. The property acts as a bridge for connectivity to other publicly and privately owned preservation areas. The site contains significant floral biodiversity, including healthy populations of numerous listed species. The site's current condition is due to the property owners' continuous commitment to the long-term maintenance of the area as a natural preserve. The county will continue to benefit from the active management of the site through the inherent values that natural habitats provide. The property also provides key resources needed by wildlife, acting as a haven and reservoir for native fauna. It is important to note that the preservation of this site, as well as others 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 benefit with the management efforts encouraged and supported by the EEL Covenant. Future management of this property will center on the continued eradication of exotic plant species, supplemental native plantings, and performing a prescribed burn.

Ecological Goals

1. Maintain the covenanted area to allow for continued preservation of herbaceous pine rockland plant 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 and control exotic and invasive plants.
5. Prevent hardwood encroachment from the hammock area into the pine rockland.

Management Goals

1. Maintain invasive exotic plant species to 3% or less coverage within the covenanted area.

2. Maintain biodiversity of appropriate native plant species, focusing on rare and listed species.
3. Perform prescribed burns as necessary, if feasible.
4. Control hardwood species outside of the hammock area.
5. The property owner shall submit annual reports to DERM's Tree and Forest Resources Section listing all the management practices and treatments that were conducted within the covenanted area. The reports are due by February 1st for the previous year's activities.

Management Techniques and Schedule

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

Year 1-5: Continue the eradication of exotic plant species to achieve the goal of 3% or less exotics throughout the entire covenanted area. Intensify management of southwestern portion of the preservation area to reduce exotic cover to achieve 3% or less exotic plant species coverage in this area. Continue maintaining the remaining covenanted area at 3% or less exotic plant species coverage. Retreat any re-sprouting or recolonizing invasive exotic plants. Perform a prescribed burn if possible. Selectively control hardwood plant species and allow for pine proliferation. Monitor native plant recruitment and plant as necessary. All planting must be approved by DERM's Tree and Forest Resources Section.

Year 6-10: Continue to eradicate exotic plants and re-treat any re-sprouting or re-colonizing exotic plants to maintain goal of 3% or less exotic plant cover. Monitor and if needed remove accumulated organics, including pine duff. Monitor slash pine recruitment. Thin out hardwoods and vines if needed to maintain an open understory. Perform a prescribed burn if possible. Monitor native plant recruitment and plant additional appropriate species as necessary. All planting must be approved by DERM's Tree and Forest Resources Section.

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
Abrus precatorius	Rosary pea	E / EPPC (I)
Acalypha chamaedrifolia	Bastard copperleaf	N
Albizia lebbeck	Woman's tongue	E / EPPC (I)
Ambrosia artemisiifolia	Common ragweed	N
Anemia adiantifolia	Maidenhair pineland fern	N
Angadenia berteroi	Pineland allamanda	N
Ardisia escallanioides	Marlberry	N
Berlandiera subacaulis	Florida greeneyes	N
Bidens alba	Spanish needles	N
Buchnera americana	Blue hearts	N
Byrsonima lucida	Locustberry	N / FL threatened
Callicarpa americana	Beauty berry	N
Cassytha filiformis	Love vine	N
Centrosema virginianum	Butterfly pea	N
Chamaecrista deeringiana	Deering partridge pea	N
Chamaecrista nictitans var *aspera*	Hairy partridge pea	N
Chioccoca alba	Snowberry	N
Chioccoca parvifolia	Pineland snowberry	N
Chromoleana odorata	Jack-in-the-bush	N
Cnidoscolus stimulosus	Tread softly	N
Coccothrinax argentata	Silver palm	N / FL threatened
Crossopetalum ilicifolium	Quailberry	N / FL threatened
Crossopetalum rhacoma	Rhacoma	N / FL threatened
Crotalaria pumila	Low rattlebox	N
Croton linearis	Pineland croton	N
Cynanchum blodgettii	Blodgett's swallowwort	N / FL threatened
Dychoriste oblongifloia	Common twinflower	N
Echites umbellatus	Devil's potato	N
Eugenia axillaris	White stopper	N
Euphorbia cyathophora	Painted leaf	N
Euphorbia pinetorum	Pineland poinsettia	N/ FL endangered
Eragostis elliottii	Elliott's lovegrass	N
Ficus citrifolia	Short leaf fig	N
Forestiera segregata	Pineland privet	N
Galium hispidulum	Coastal bedstraw	N
Galium tinctorium	Stiff marsh bedstraw	N
Guettarda elliptica	Everglades velvet seed	N
Guettarda scabra	rough velvetseed	N
Hedyotis nigricans var *floridana*	Florida diamond flowers	N
Ipomea hederifolia	Scarlet creeper	N
Ipomea microdactyl	Man in the ground	N / FL endangered
Ipomea tenuissima	Rockland morning glory	N / FL endangered
Jacquemontia curtisii	Pineland clustervine	N / FL threatened
Jasminum dichotomum	Gold Coast jasmine	N

Lantana camara	Shrubverbena	E / EPPC (I)
Lantana depressa	Pineland lantana	N/ FL endangered
Lanatana involucrata	Wild sage	N
Liatris spp	Gayfeather	N
Licania michauxii	Gopher apple	N
Melanthera nivea	Everglades squarestem	N
Melanthera parvifolia	Pineland blackanthers	N / FL threatened
Merremia tuberosa	Woodrose	E / EPPC (II)
Metopium toxiferum	Poisonwood	N
Morinda royoc	Cheese shrub	N
Mucuna pruriens	Cow-itch	E / EPPC (II)
Myrica cerifera	Wax-myrtle	N
Myrsine floridana	Myrsine	N
Neyraudia reynaudiana	Burma reed	E / EPPC (I)
Parthenocissus quinquefolia	Virginia creeper	N
Passiflora suberosa	Corkystem passionflower	N
Pectis prostrate	Spreading clinchweed	N
Pentalinon luteum	Wild allamanda	N
Phyllanthus pentaphyllus var. *floridanus*	Five-petalled leafflower	N / Endemic
Phlebodium aureum	Golden polypody	N
Phyla nodiflora	Fogfruit	N
Physalis walterii	Walter's groundcherry	N
Phytolacca americana	Pokeweed	N
Pinus elliottii var. *densa*	South Florida slash pine	N / Endemic
Piriqueta caroliniana	Pitted stripe seed	N
Polygala grandiflora	Showy milkwort	N
Psychotria nervosa	Wild coffee	N
Pteridium aquilinum var. *caudatum*	Lacy bracken	N
Quercus pumila	Running oak	N
Randia aculeata	White indigoberry	N
Rhus copallinum	Winged sumac	N
Rhynchosia reniformis	Dollarleaf	N
Rhynchospora floridensis	White top sedge	N
Ruellia carolinensis	Carolina wild petunia	N
Sabal palmetto	Cabbage palm	N
Sarcostemma clausum	White twinevine	N
Schinus terebinthifolius	Brazilian pepper	E/ EPPC (I)
Schizachyrium gracile	Wire bluestem	N
Scutellaria havanensis	Havana skullcap	N
Serenoa repens	Saw palmetto	N
Sida elliottii	Elliott's fanpetals	N
Sideroxylon salicifolium	Willow bustic	N
Smilax auriculata	Earleaf greenbrier	N
Solidago leavenworthii	Leavenworth's goldenrod	N
Sorghastrum secundum	Lopsided Indian grass	N
Stachytarpheta jamaicensis	Porterweed	N

Symphyotrichum adnatum	Scale leaf aster	N
Tetrazygia bicolor	West Indian lilac	N / FL threatened
Toxicodendron radicans ssp *radicans*	Poison ivy	N
Tragia saxicola	Florida Keys noseburn	N/ FL threatened
Trema micrantha	Florida trema	N
Tripsacum floridanum	Florida gama grass	N/ FL threatened
Vachellia farnesiana var *pinetorum*	Pineland acacia	N / Endemic
Vernonia blodgettii	Florida ironweed	N
Vitis rotundifolia	Muscadine grape	N
Voyria parasitica	Parasite ghostplant	N/ FL endangered
Zamia integrifolia	coontie	N

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

SIGNATURE DATE Aug. 7, 2024

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

SIGNATURE DATE 7 August 2024

ATTACHMENT H

THIS INSTRUMENT PREPARED BY:
Jeffrey K. & Cynthia S. Stone
Mailing address:
17200 SW 264 Street
Miami, Florida 33031

COVENANT RUNNING WITH THE LAND IN FAVOR OF MIAMI-DADE COUNTY, FLORIDA, CONCERNING ENVIRONMENTALLY ENDANGERED LAND LOCATED AT 17200 SW 264 STREET, MIAMI-DADE COUNTY, FLORIDA, CURRENTLY FOLIO # 30-6931-000-0110.

WHEREAS, the undersigned Owner, Jeffrey K. and Cynthia S. Stone, 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.

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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

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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 10 TH day of August, 2024.

WITNESSES:

Sign: James M. Harris

Print: James M. Harris

Address: 19425 S.W. 312 St. Homestead, FL 33030

Sign: Anita Corum

Print: Anita Corum

Address: 29825 SW 168 Ct. Homestead, Fl. 33030

OWNER: Jeffrey K. Stone

Sign: Jeffrey K. Stone

Print: Jeffrey K. Stone

Title: Property Owner

Address: 17200 SW. 264 St. Homestead, FL. 33031

WITNESSES:

Sign: James M. Harris

Print: James M. Harris

Address: 19425 S.W. 312 St. Homestead, FL 33030

Sign: Anita Corum

Print: Anita Corum

Address: 29825 SW 168 Ct. Homestead, Fl. 33030

OWNER: Cynthia S. Stone

Sign: Cynthia S Stone

Print: Cynthia S. Stone

Title: Property Owner

Address: 17200 SW 264 St. HOMESTEAD, Fl. 33031

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

☑ physical presence ☐ online notarization this 10 (*date*) day of August (*month*), 2024 (*year*).

by Jeffrey & Cynthia Stone
(*name(s) of individual swearing or affirming*)

Individual identified by: ☑ personal knowledge ☐ satisfactory evidence _____.
(*type*)

NOTARY PUBLIC STATE OF FLORIDA
CAROL IRENE LUMMERT
MY COMMISSION # HH 473798
EXPIRES: April 15, 2028

(*Affix Florida Notary Seal above*)

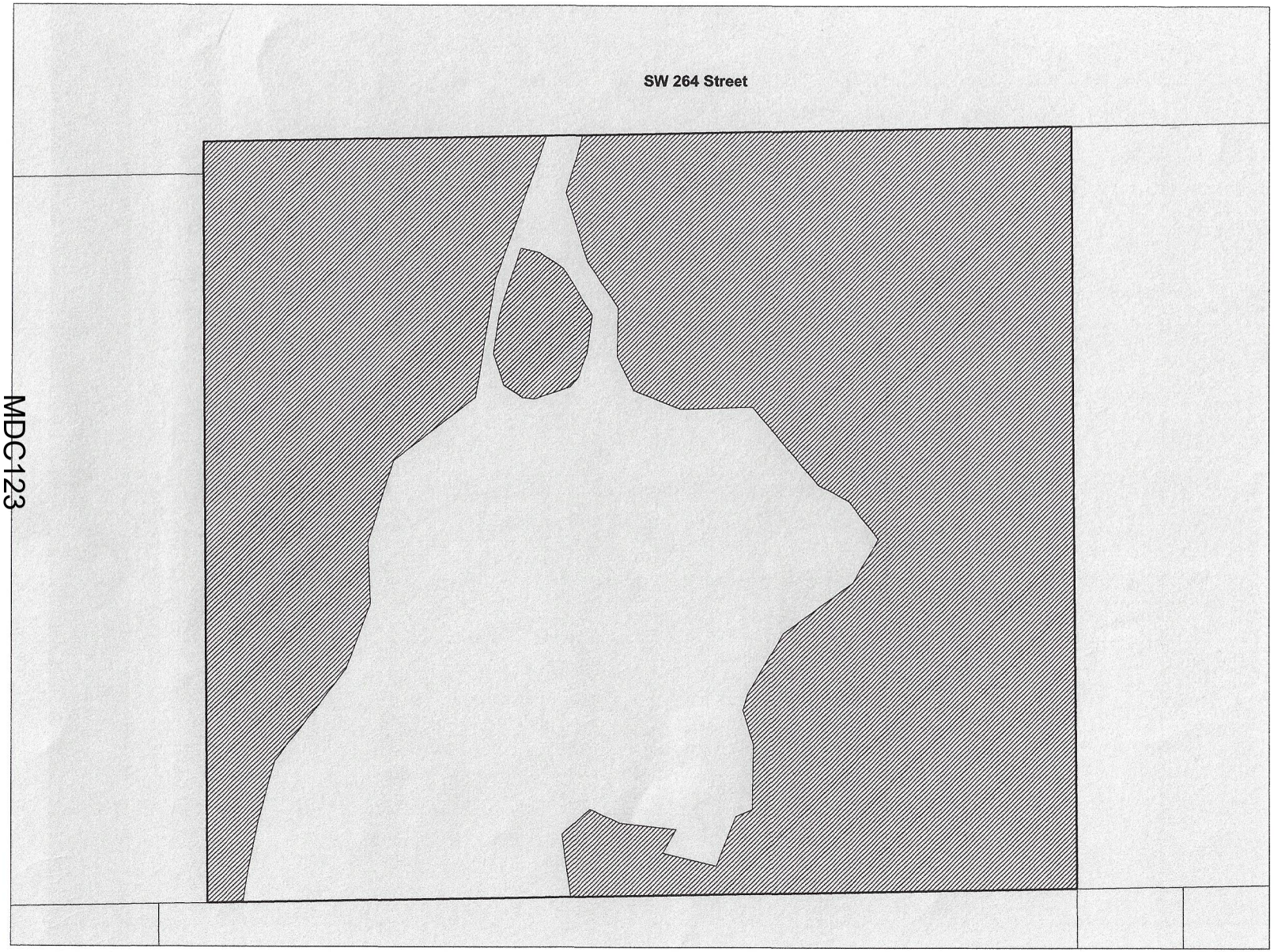
Carol Irene Lummert
(Signature of Notary Public)

Carol Irene Lummert
(typed, printed, or stamped name of Notary Public)

EXHIBIT A
LEGAL DESCRIPTION

Folio Number:	30-6931-000-0110
Property Address:	17200 SW 264 STREET
Legal description:	THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 31, TOWNSHIP 56 SOUTH, RANGE 39 EAST, LESS THE NORTH 35 FEET THEREOF, ALL LYING AND BEING IN DADE COUNTY, FLORIDA.

Exhibit B: EEL Covenant Boundary on the property of Jeffrey K. & Cynthia S. Stone
Folio: 30-6931-000-0110



MDC123

Legend

Parcels

Property Boundary

EEL Covenanted Area: 1.51 acres

N
W E
S

Map prepared by C. Stocking
on 07/02/2024

Exhibit C
Pine Rockland Management Plan
for Jeffrey K. And Cynthia M. Stone

Location: 17200 SW 264 Street, Miami-Dade County, Florida.

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

Folio #: 30-6931-000-0110

Forest Type: Transitional pine rockland/ hardwood hammock

Location

The property is located at 17200 SW 264 Street which is on the south side of SW 264th Street and lies in Section 31 of Township 56, Range 39. This property is outside of the Urban Development Boundary (UDB).

Distance from nearest County-owned NFC site: approximately 60 feet from Camp Owaissa Bauer (folio #: 30-6930-000-0260).

Distance from nearest privately-owned NFC site: approximately 5 feet from Carlos & Lourdes Coronado (folio #: 30-6931-000-0470).

Distance from nearest EEL Covenanted site: 0 feet from Philippe Mazure (folio #: 30-6931-000-0575).

Property Information

The site is a developed 2.5-acre lot located outside the urban development boundary (UDB). The property contains a single-family home and is surrounded on the east, south and west by estate zoned properties which also contain single family homes. The county owned EEL Preserve, Camp Owaissa Bauer, is to the north.

Pine rocklands were once South Florida's dominant plant community, occupying about 186,000 acres along the Miami rock ridge, which is a large limestone outcropping that extends south from the Miami River to Everglades National Park. Because of its high elevation, the Miami rock ridge was the first area to be impacted by development. The clearing of large tracts for development has now reduced pine rocklands to about 20,000 acres, most of which are now protected inside Everglades National Park. The pine rockland canopy is dominated almost exclusively by slash pines. Beneath this canopy lays a rich understory composed of grasses, sedges, palms, vines, shrubs and wildflowers of temperate and tropical origin, many of which are listed as endangered or threatened. A sub-climatic community, pine rocklands have depended on fire to keep them from

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

Present Condition

The property possesses good-quality natural habitat. The site has become dominated with native hardwood trees, especially false tamarind (*Lysiloma latisiliquum)*, and is completing the transition to rockland hammock. There is a diverse floral diversity that includes remnant pine rockland species whose presence is compromised by the closing canopy and increasing dominance of hammock understory. This remnant pine rockland flora includes Mexican alvaradoa (*Alvaradoa amorphoides*), coontie (*Zamia integrifolia*), and Florida Keys noseburn (*Tragia saxicola*). Plant biodiversity includes, but is not limited to, common snowberry (*Chioccoca alba*), pullback vine (*Pisonia aculeata*), white indigoberry (*Randia aculeata*), Bahama senna (*Senna mexicana* var *chapmanii*), West Indian lilac (*Tetrazygia bicolor*) and wild coffee (*Psychotria nervosa*). Overall, the site scored high for plant diversity on the EEL Quantitative Evaluation form, which included endemic and listed threatened, endangered, and commercially exploited species. The property contains some substrate disturbance with relatively intact substrate throughout. The main threat to the quality of the site is the invasion of exotic plants, particularly *Jasminum sp.* vines and Oyster plant (*Tradescantia spathacea*).

Conclusion

The site provides biological connectivity to the County-owned EEL preserve across the street and the directly adjacent private properties that contain both NFC and EEL covenanted areas. The site's current condition is due the property owner's commitment to long-term maintenance of the area as a natural preserve. The county will continue to benefit from the active management of the site through the inherent values that natural habitats provide. The property also provides key resources needed by wildlife, acting as a haven and reservoir for native fauna. It is important to note that the preservation of this site, as well as others 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 benefit with the management efforts encouraged and supported by the EEL Covenant. Future management of this property will center on the continuation of the eradication of exotic plant species and maintaining the open canopy areas to promote pine rockland plant species.

Ecological Goals

1. Encourage and maintain a diverse understory, preserve vestiges of open pine rockland to the greatest degree practicable, and preserve rare hammock species.
2. Provide suitable habitat for native wildlife.
3. Eliminate and control the proliferation of exotic and invasive plant species.

Management Goals

1. Maintain invasive exotic plant species to 3% or less coverage within the covenanted area.
2. Maintain biodiversity of appropriate native plant species, focusing on rare and listed species.
3. Control vine and Oyster plant proliferation within the covenanted area.
4. Prevent closure of any open canopy areas that contain pine rockland plant species.
5. The property owner shall submit annual reports to DERM-Tree and Forest Resources Section listing all management practices and treatments that were conducted within the covenanted area. The reports are due by February 1st for the previous year's activities.

Management Techniques and Schedule for Rockland Hammock

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

Year 1-3: Continue the eradication of exotic plant species within the covenanted area to achieve the 3% or less exotic plant species coverage throughout the covenanted area. Prevent the closure, if feasible, of any open canopy areas that contain pine rockland plant species. Monitor for native plant recruitment and plant appropriate species as necessary. All planting must be approved by the DERM-Tree and Forest Resources Section.

Year 4-10: Continued management of exotic plant species and vine management, taking care to not impact sensitive native vegetation, maintaining the property at 3% or less exotic cover. Maintain open canopy areas that contain pine rockland plant species. Monitor for native plant recruitment and plant appropriate species as necessary. All planting must be approved by the DERM-Tree and Forest Resources Section.

PLANT SPECIES LIST*

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

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

Scientific Name	Common Name	Origin/Status
Abrus precatorius	Rosary pea	E / EPPC (I)
Alvaradoa amorphoides	Mexican alvaradoa	N / FL endangered
Anemia adiantifolia	Maidenhair pineland fern	N
Ardisia escallanioides	Marlberry	N
Ardisia elliptica	Shoebutton ardisia	E / EPPC (I)
Argythmania blodgetti	Blodgett's wild mercury	N / FL endangered
Bidens alba	Spanish needles	N
Bursera simaruba	Gumbo limbo	N
Callicarpa americana	Beautyberry	N
Chamaecrista deeringiana	Deering partridge pea	N
Chiococca alba	Snowberry	N
Chiococca parvifolia	Pineland snowberry	N
Chrysophylum oliviforme	Satinleaf	N / FL endangered
Coccoloba diversifolia	Pigeon plum	N
Coccothrinax argentata	Silver palm	N / FL threatened
Crossopetalum ilicifolium	Quailberry	N / FL threatened
Crotalaria pumila	Low rattlebox	N
Dicanthelium commutatum	Variable panic grass	E
Dychoriste oblongifloia	Common twinflower	N
Eragostris elliottii	Elliott's lovegrass	N
Ficus aurea	Strangler fig	N
Ficus citrifolia	Short leaf fig	N
Forestiera segregata	Pineland privet	N
Galium hispidulum	Coastal bedstraw	N
Ilex krugiana	Krug's holly	N / FL threatened
Jasminum dichotomum	Gold Coast jasmine	N
Krugiodendron ferreum	Black ironwood	N
Lantana depressa	Pineland lantana	N/ FL endangered
Lantana involucrata	Wild sage	N
Lysiloma latisilquum	Wild tamarind	N
Merremia tuberosa	Woodrose	E / EPPC (II)
Metopium toxiferum	Poisonwood	N
Morinda royoc	Cheese shrub	N
Mucuna pruriens	Cow-itch	E / EPPC (I)
Myrcianthes fragans	Simpson stopper	N

Myrica cerifera	Wax myrtle	N
Myrsine floridana	Myrsine	N
Neyraudia reynaudiana	Burma reed	E / EPPC (I)
Ocotea coriacea	Lancewood	N
Parthenocissus quinquefolia	Virginia creeper	N
Pinus elliottii var. *densa*	South Florida slash pine	N / Endemic
Pisonia aculeata	Pullback	N
Pittosporum pentandrum	Taiwanese cheese tree	N
Psychotria nervosa	Wild coffee	N
Pteridium aquilinum var. *caudatum*	Lacy bracken	N
Quercus virginiana	Live oak	N
Quercus pumila	Running oak	N
Randia aculeata	White indigoberry	N
Rhus copallinum	Winged sumac	N
Ruellia carolinensis	Carolina wild petunia	N
Rhynchospora floridensis	White top sedge	N
Sabal palmetto	Cabbage palm	N
Schinus terebinthifolius	Brazilian pepper	E/ EPPC (I)
Schizachyrium gracile	Wire bluestem	N
Senna mexicana var *chapmanii*	Bahama senna	N / FL threatened
Serenoa repens	Saw palmetto	N
Sideroxylon foetidissimum	Wild mastic	N
Sideroxylon salicifolium	Willow bustic	N
Smilax auriculata	Earleaf greenbrier	N
Stenotaphrum secundatum	St. Augustine's grass	E
Symphyotrichum adnatum	Scale leaf aster	N
Tetrazygia bicolor	West Indian lilac	N / FL threatened
Toxicodendron radicans ssp *radicans*	Poison ivy	N
Trema micrantha	Florida trema	N
Tripsacum floridanum	Florida gamma grass	N/ FL threatened
Vitis rotundifolia	Muscadine grape	N
Zamia integrifolia	Coontie	N

MANAGEMENT PLAN AGREEMENT (must be signed by all owners)

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

Jeffrey K. Stone
SIGNATURE

8/10/24
DATE

I, Cynthia Stone (Cynthia Stone) hereby certify that I have read and understood this management plan and agree to follow its management recommendations.

Cynthia Stone
SIGNATURE

8/10/24
DATE