

Prepared by and return to:

Kimberly Cunningham Mosley
Assistant City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

Return to:
Kenneth T. Barber, Manager
Shoppes at Rio Vista LLC
460 NW 131st Avenue
Plantation, Florida 33325

Folio Number: 5042 14 31 0010
5042 14 31 0030
5042 14 31 0040

**ASSUMPTION OF LIABILITY AND
HOLD HARMLESS AGREEMENT**

THIS ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT
("Assumption Agreement") is entered into this ____ day of _____ 2022, by and between the:

**Shoppes at Rio Vista LLC, a Florida Limited Liability
Company**, whose principal address is 460 NW 131st Ave.,
Plantation, FL 33325 ("OWNER")

and

CITY OF FORT LAUDERDALE, a Florida municipality having
a principal address at 100 North Andrews Avenue, Fort Lauderdale,
Florida 33301 ("CITY" or "City").

R E C I T A L S

WHEREAS, OWNER is the owner of a parcel of land legally described in **Exhibit "A"**
attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Property is located on the north side of SR A1A also known as S.E. 17th
Street Causeway (hereinafter referred to as "Shoppes at Rio Vista"), and a right-of-way which is
under the jurisdiction of the State of Florida Department of Transportation ("FDOT"); and

WHEREAS, certain landscape improvements are proposed to be installed in the right-of-
way of SR A1A consisting of irrigation improvements ("Improvements"); and

WHEREAS, the Improvements are proposed to be installed on the north side of the SR A1A right-of-way (between Mile Post 0.157 to Mile Post 0.253) (the “Improvement Area”); and

WHEREAS, in order to permit the Improvements to be constructed in the FDOT right-of-way, FDOT requires the City to enter into an agreement entitled “District Four (4) Maintenance Memorandum of Agreement Inclusive Agreement For SR A1A, (the “Agreement”) which is attached hereto and incorporated herein as **Exhibit “B”**; and

WHEREAS, the terms and conditions are set forth in the Agreement and impose responsibility for maintenance of the Improvements; and

WHEREAS, as a condition to executing the Agreement, OWNER shall agree to assume all liability, obligations and responsibility under the Agreement and agree to indemnify and hold harmless the City from any and all liability under the Agreement only for the Improvements; and

WHEREAS, OWNER shall not be obligated to assume any maintenance responsibilities with respect to the City improvements; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable considerations, the sufficiency and adequacy of which is hereby acknowledged, OWNER and the City hereby agree as follows:

- 1. Recitals.** The foregoing Recitals are true and correct and are incorporated herein.
- 2. Terms.** The following terms, as used and referred to herein, shall have the meanings set forth below, unless the context indicates otherwise.

City Manager means CITY’s Chief Executive Officer, its City Manager, or his or her designee.

City Engineer means the City Engineer (Urban Design Engineer) for the CITY, or his designee. In the administration of this agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the City Engineer. For the purposes hereof, the CITY Engineer’s designee shall be the Urban Design Engineer.

Day(s). In computing any period of time expressed in day(s) in this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

Effective Date means the effective date of this Assumption Agreement, which shall be the date upon which both (i) this Agreement is executed by the proper corporate officials for OWNER and the CITY and (ii) the Agreement is executed by FDOT and the City.

Person means any individual, firm, partnership (general or limited), corporation, company, association, joint venture, joint stock association, estate, trust, business trust, cooperative, limited liability corporation, limited liability partnership, limited liability company or association, or body politic, including any heir, executor, administrator, trustee, receiver, successor or assignee or other person acting in a similar representative capacity for or on behalf of such Person.

3. Compliance and Default. OWNER agrees to assume any and all liability and responsibility for performance under the Agreement except that OWNER shall not be liable for any improvements and work done by the City or third parties, unless OWNER provides written consent to such improvements. OWNER hereby agrees to abide by and comply with each and every term and condition set forth in the Agreement and this Assumption Agreement and failure to so comply shall constitute a default under this Assumption Agreement. Any acts or omissions by OWNER or OWNER's contractors, agents or employees that are not in compliance with the terms and conditions of the Agreement shall constitute a default under this Assumption Agreement. The Agreement is incorporated into this Assumption Agreement as if fully set forth herein.

4. Indemnification and Hold Harmless.

24. OWNER shall protect, defend, indemnify and hold harmless the CITY, its officers, elected officials, volunteers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses charged or incurred, including reasonable attorney's fees actually incurred, or liabilities of every kind, nature or degree arising out of or in connection with the rights, responsibilities and obligations of OWNER under the Agreement and this Assumption Agreement, conditions contained therein, the location, construction, repair, maintenance use or occupancy by OWNER of the Improvements, or the breach or default by OWNER of any covenant or provision of the Agreement or this Assumption Agreement, except for any occurrence arising out of or resulting from the intentional torts or negligence of the CITY, its officers, elected officials, volunteers, agents and employees. However, this exception shall not be deemed a waiver of the City's sovereign immunity. Without limiting the foregoing, any and all such charges, claims, suits, causes of action relating to personal injury, death, damage to property, defects in construction, rehabilitation or restoration of the Improvements by OWNER or others, including but not limited to costs, charges and other expenses charged or incurred, including reasonable attorney's fees and costs actually incurred or liabilities arising out of or in connection with the rights, responsibilities and obligations of OWNER under the Agreement and this Assumption Agreement, or any actual violation of any applicable and known statute, ordinance, administrative order, rule or regulation or decree of any court by OWNER, is included in the indemnity.

(b) OWNER further agrees that upon delivery of proper and timely notice of violations under the Agreement it shall investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense. The City shall retain the right to select counsel of its own choosing as deemed appropriate. This indemnification shall survive termination, revocation or expiration of the Agreement and this Assumption Agreement and shall cover any acts or omissions occurring during the term of the Agreement and this Assumption Agreement.

5. Insurance. At all times during the term of the Agreement and this Assumption Agreement, OWNER, at its expense, shall keep or cause to be kept in effect the insurance coverages for the Improvements set forth in the Agreement and OWNER shall cause such coverage to be extended to CITY as an additional insured and shall furthermore provide Certificates of Insurance to CITY at least fourteen (14) days prior to the commencement of the Agreement and annually thereafter on the anniversary date of the policies.

25. Removal of Improvements and Restoration of Improvement Area.

26. Except as may otherwise be expressly provided herein, it is agreed that upon termination of the Agreement, in whole or in part, OWNER shall remove all or any part of the Improvements in accordance with the terms and conditions of the Agreement, and OWNER shall restore the right of way and any impacted public utilities to conditions acceptable to FDOT. Such removal and restoration shall be at OWNER's sole cost and expense. In the event OWNER fails to begin to remove all or any part of the Improvements contemplated herein with thirty (30) days after written demand by FDOT or CITY, the CITY is hereby authorized to remove the Improvements that interfere with the easement rights or the public's use of dedicated rights-of-way and restore the right of way and any public utilities to conditions acceptable to FDOT, and all reasonable costs associated with the removal and restoration thereof shall be fully reimbursed by OWNER.

(b). In the event OWNER fails to remove the Improvements when required to do so in accordance with this Agreement, and CITY finds it necessary to remove the Improvements in accordance with the foregoing, then the total expense incurred by the CITY in removing the Improvements and the reasonable administrative costs associated therewith shall be considered a special assessment and lien upon the Property. OWNER consents to and grants the City the right to place a lien on the Property. OWNER shall have sixty (60) days from the date of the statement of the total expenses incurred by the CITY and the administrative costs associated therewith within which to pay or contest to the CITY the full amount due. Failure to timely pay the amount due or serve upon the CITY Manager a written letter contesting the statement of assessed expenses and administrative costs after an adequate review of no less than sixty (60) days will result in the matter being scheduled before the CITY Commission for consideration of and adoption of a Resolution assessing against the Property the expenses and administrative costs associated with the CITY's removal of the Improvements. The Resolution may also impose a special assessment lien against the Property for the expenses and costs so assessed. A Notice of the Special Assessment assessed by the CITY Commission for the unpaid expenses and costs as stated above shall be recorded with the CITY Clerk and in the Public Records of Broward County, Florida. The assessed expenses

and costs and the lien provided for herein may be foreclosed in the manner provided by law. Any lien filed pursuant to this Agreement shall be subordinate to any mortgages/construction financing obtained for any portion of the Project, whether the mortgage/construction financing obtained before or after the Claim of Lien is recorded.

27. Event of Default; Remedy. In the event the OWNER fails to perform or violates any of the terms or conditions of the Agreement or this Assumption Agreement or is in breach or default in any term or condition thereof, the City shall notify OWNER of the specific failure or violation of this Assumption Agreement or the Agreement in writing and OWNER shall thereafter have a period of thirty (30) days to cure any such failure or violation to the City's reasonable satisfaction (an "Event of Default"). Upon an Event of Default, the City has the right 1) to take any equitable action to enforce the terms and conditions of the Agreement or this Assumption Agreement, it being stipulated by the parties that since the Agreement and this Assumption Agreement deal with the right to use public easements and rights-of-way of FDOT used for a governmental purpose, a violation or breach of any term or condition of the Agreement or this Assumption Agreement constitutes an irreparable injury to the public and CITY for which there is no adequate remedy at law or 2) take such curative action that was required to be taken by the OWNER under the Agreement and the cost and expense incurred in CITY's curative actions shall be passed on to and owed by OWNER, in which case OWNER shall be liable for payment to CITY for all reasonable and necessary costs and expenses incurred by CITY in connection with the performance of the action or actions associated with the Improvements. OWNER shall reimburse CITY within thirty (30) days following written demand for payment thereof. Interest shall accrue on the unpaid amount at the rate of twelve percent (12%) per annum simple interest but in no event shall interest exceed the highest amount allowed by Florida law. If a dispute arises as to the need for, or amount due to the CITY for repairs or maintenance undertaken by CITY in accordance with the Agreement or Assumption Agreement, and such dispute is not resolved within thirty days (30) days after the date that CITY makes the written demand for payment, OWNER shall pay to CITY the undisputed amount and shall provide CITY with a bond or other security acceptable to CITY for the disputed amount pending a resolution of the dispute by negotiation or litigation. If OWNER does not make the payments required under this Section within the thirty (30) day period set forth herein, then CITY shall have a right to record a Claim of Lien against the Property, which Lien may be either (a) for the total amount of the fines, including all subsections thereunder, or (b) for all reasonable and necessary costs and expenses of any cure undertaken by CITY in accordance with this Section, the cost of any interim insurance policy as provided herein, and reasonable attorneys' fees and costs associated therewith. The Lien shall be effective upon the recording of a Claim of Lien in the Public Records of Broward County, Florida, which Claim of Lien shall state all amounts due and owing to CITY. The Lien may be foreclosed by CITY in the same manner as provided by law for foreclosure of mortgage liens. The Lien shall continue until payment to CITY of the amounts set forth in the Lien (at which time CITY shall record a satisfaction of such lien). In addition to the Lien, CITY shall have all

other rights and remedies granted to it at law or in equity for OWNER's failure to pay the fines owed or reimburse CITY for curative actions taken by CITY. CITY shall have all other rights and remedies granted to it at law or in equity for OWNER's failure to pay the fines owed or reimburse CITY for curative actions taken by CITY. The remedies found within this Section are cumulative. The exercise of one does not preclude the exercise of any other remedy.

8. Emergencies. If an emergency situation arises with respect to the Agreement or the Assumption Agreement where the Improvement Area or any condition thereof presents an imminent threat to the health or safety of Persons or property, the CITY shall make reasonable efforts to provide telephone and fax or email notice to OWNER's Contact Person. If, following that notice, OWNER fails to take timely action to correct the emergency situation, and allowing the emergency situation to continue would pose an imminent threat to health or safety to Persons or property, CITY may undertake such limited actions as are necessary to eliminate the emergency; and CITY shall be entitled to recover its reasonable costs of cure or resolve the emergency from OWNER in accordance with provisions hereof. For the purposes of this Section, OWNER's Contact Person shall be Kenneth T. Barber, Attention: Kenneth T. Barber; telephone number (954) 491-3848 ext. 114; and e-mail address: kbarber@trionventures.com. In the event the OWNER's Contact Person or any other information pertaining to the OWNER's Contact Person shall change, such change shall be provided to the CITY Engineer and the CITY's Director of the Transportation and Mobility Department, in writing.

9. Damage to Public Property. In the event the use, operation, maintenance, repair, construction, demolition or reconstruction of the Improvements cause(s) any damage whatsoever to any other public property, then OWNER shall be responsible for the cost of repair and shall, at CITY's option, make said repairs, subject to CITY's reasonable satisfaction.

10. Notices.

28. Except as provided in subparagraph (c) below, whenever it is provided herein that notice, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other, or either of the parties shall desire to give or serve upon the other any notice, demand, request or other communication with respect hereto or with respect to any matter set forth in the Agreement or this Assumption Agreement, each such notice, demand, request or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be given by hand delivery, or by a nationally recognized overnight courier, or by mailing the same by registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the address set forth below, or at such other address or addresses and to such other person or firm as OWNER may from time to time designate by notice as herein provided.

(b) All notices, demands, requests or other communications hereunder shall be deemed to have been given or served for all purposes hereunder upon receipt if by hand delivery, or upon one (1) business day after deposit with such overnight courier as required above, or upon two (2)

business days after deposit with the United States mail, postage prepaid, in the manner aforesaid, provided, however, that for any distance in excess of five hundred (500) miles, air mail service or Federal Express or similar carrier shall be utilized, if available.

AS TO CITY: Christopher J. Lagerbloom, ICMA-CM
City Manager
City Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

With copy to: Alain Boileau
City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

With a copy to: Transportation and Mobility Director
City of Fort Lauderdale
290 N.W. 3rd Avenue
Fort Lauderdale, Florida 33301

AS TO OWNER:

Shoppes at Rio Vista LLC
ATTN: Kenneth T. Barber, Manager
460 NW 131st Ave.
Plantation, Florida 33325

© As to activities under Paragraph 8, Emergencies, notice need not be given in accordance with subparagraph (a) above, but notice shall be sufficient if given to the Contact Person pursuant to Paragraph 8, Emergencies.

11. Independent Contractor. As between CITY and OWNER, OWNER is an independent contractor under this Assumption Agreement. In providing such services, neither OWNER nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to OWNER or OWNER's agents any authority of any kind to bind CITY in any respect whatsoever.

12. Joint Preparation. Each party and its counsel have participated fully in the review and revision of this Assumption Agreement and acknowledge that the preparation of this Assumption Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Assumption Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

13. Interpretation of Agreement; Severability. This Assumption Agreement shall be construed in accordance with the laws of the State of Florida. If any provision hereof, or its application to any person or situation, is deemed invalid or unenforceable for any reason and to any extent, the remainder of this Assumption Agreement or the application of the remainder of the provisions, shall not be affected. Rather, this Assumption Agreement is to be enforced to the extent permitted by law. The captions, headings and title of this Assumption Agreement are solely for convenience of reference and are not to affect its interpretation. Each covenant, term, condition, obligation or other provision of this Assumption Agreement is to be construed as a separate and independent covenant of the party who is bound by or who undertakes it, and each is independent of any other provision of this Assumption Agreement, unless otherwise expressly provided. All terms and words used in this Assumption Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and other gender, as the context requires.

14. Successors. This Assumption Agreement shall be binding on and inure to the benefit of the parties, their successors and assigns. It is intended that this Assumption Agreement and the rights and obligations set forth herein shall run with the land and shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

15. No Waiver of Sovereign Immunity. Nothing contained in this Assumption Agreement is intended to serve as a waiver of sovereign immunity by the City to which sovereign immunity may be applicable.

16. Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Assumption Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based on this Agreement. Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

17. Non-Discrimination. OWNER shall not discriminate against any Person in the performance of duties, responsibilities and obligations under this Assumption Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

18. Records. Each party shall maintain its own respective records and documents associated with this Assumption Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Chapter 119, Florida Statutes as applicable, and any resultant award of attorney's fees for non-compliance with that law.

19. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Assumption Agreement that are not contained in this

document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

20. Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Assumption Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Assumption Agreement shall not be deemed a waiver of such provision or modification of this Assumption Agreement. A waiver of any breach of a provision of this Assumption Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Assumption Agreement.

21. Governing Law. This Assumption Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Assumption Agreement and any action involving the enforcement or interpretation of any rights hereunder, shall be brought exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Assumption Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **By entering into this Assumption Agreement, CITY and OWNER hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to the Agreement or this Assumption Agreement or any acts or omissions in relation thereto.**

22. Recording. This Assumption Agreement shall be recorded in the Public Records of Broward County, Florida, the costs of which shall be borne by OWNER. OWNER shall record this Assumption Agreement with attached exhibits and a copy of the recorded Assumption Agreement shall be provided to City and filed with the City Clerk's Office.

29. Term. This Assumption Agreement shall continue in full force and effect until such time as the Agreement becomes null and void by removal of the Improvements, by operation of law or in accordance with the terms of the Agreement, or is terminated by a court order or mutual agreement between OWNER, FDOT and CITY and no obligations lying thereunder survive such termination.

30. Assignment. OWNER may assign this Assumption Agreement without the prior written consent of the City to a transferee of the fee simple interest in the Property or to an owner responsible for the common areas of the Property (including a condominium association, homeowner's association or property owner's association, with written notice to the City of such assignment and delivery of a copy of the written assumption of responsibilities executed by the assignor and recorded in the Public Records of Broward County, Florida.

31. Police Power. Nothing herein shall be construed as a waiver of the City's police power. OWNER shall comply with the City's codes, ordinances and regulations with respect to installation and construction of the Improvements. OWNER shall construct operate and maintain the Improvements in compliance with all health, sanitary, fire, zoning and building code

requirements and any other governing authority with jurisdiction over the Improvement Area and Improvements.

32. No Property Rights. OWNER expressly acknowledges that pursuant to the terms hereof, it gains no property right through this Assumption Agreement or the Agreement to the continued possession or use of the Improvements within the Improvement Area.

(SIGNATURES TO FOLLOW)

AS TO CITY:

CITY OF FORT LAUDERDALE

By: _____
Dean J. Trantalis, Mayor

_____ day of _____, 2022

By: _____
Christopher J. Lagerbloom, ICMA-CM
City Manager

_____ day of _____, 2022

ATTEST:

(CORPORATE SEAL)

David R. Soloman, City Clerk

Approved as to form:
Alain Boileau, City Attorney

By: _____
Kimberly Cunningham Mosley
Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by **Dean J. Trantalis**, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me.

(SEAL)

Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021, by **Christopher J. Lagerbloom**, ICMA-CM, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me.

(SEAL)

Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Exhibit A

Legal Description and Sketch

[EXHIBIT TO FOLLOW]



SKETCH AND LEGAL DESCRIPTION

BY

PULICE LAND SURVEYORS, INC.5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • E-MAIL: surveys@pulicelandsurveyors.com

CERTIFICATE OF AUTHORIZATION LB#3870

**LEGAL DESCRIPTION:**

A PORTION OF PARCEL "A" OF "SIXTEEN SUBDIVISION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 69, PAGE 30, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY NORTHWEST CORNER OF SAID PARCEL "A"; THENCE ALONG THE NORTH AND EAST BOUNDARY OF SAID PARCEL "A", THE FOLLOWING 4 COURSES AND DISTANCES; 1) NORTH 88°35'01" EAST ALONG THE NORTH LINE OF SAID PARCEL "A", ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF SE 16TH COURT 374.72 FEET TO A POINT OF CURVATURE WITH A CIRCULAR CURVE CONCAVE SOUTHWESTERLY; 2) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°59'41", FOR AN ARC LENGTH OF 39.27 FEET TO A POINT OF TANGENCY ON THE WEST RIGHT-OF-WAY LINE OF SE 10TH AVENUE; 3) SOUTH 01°25'18" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, ALSO BEING THE EAST LINE OF SAID PARCEL "A" 206.00 FEET TO A POINT OF CURVATURE WITH A CIRCULAR CURVE CONCAVE WESTERLY; 4) SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET; A CENTRAL ANGLE OF 10°35'07", FOR AN ARC LENGTH OF 5.54 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 43°34'52" WEST 33.91 FEET TO A POINT ON THE ARC OF NON-TANGENT CIRCULAR CURVE CONCAVE NORTHERLY, FROM WHICH A RADIAL LINE BEARS NORTH 12°00'06" WEST; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL "A", ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF SE 17TH STREET CAUSEWAY (STATE ROAD A-1-A), THE FOLLOWING 3 COURSES AND DISTANCES; 1) WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 10°35'07", FOR AN ARC LENGTH OF 5.54 FEET TO A POINT OF TANGENCY; 2) SOUTH 88°35'01" WEST 384.53 FEET TO A POINT OF CURVATURE WITH A CIRCULAR CURVE CONCAVE NORTHERLY; 3) WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 11°40'04", FOR AN ARC LENGTH OF 6.11 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 43°40'10" WEST 35.33 FEET TO A POINT ON THE ARC OF A NON-TANGENT CIRCULAR CURVE CONCAVE EASTERLY, FROM WHICH A RADIAL LINE BEARS NORTH 82°24'36" EAST; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL "A", ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF MIAMI ROAD, THE FOLLOWING 3 COURSES AND DISTANCES; 1) NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 11°40'04", FOR AN ARC LENGTH OF 6.11 FEET TO A POINT OF TANGENCY; 2) NORTH 04°04'40" EAST 206.47 FEET TO A POINT OF CURVATURE WITH A CIRCULAR CURVE CONCAVE SOUTHEASTERLY; 3) NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 84°30'21", FOR AN ARC LENGTH OF 36.87 FEET TO A POINT OF TANGENCY ON THE AFOREMENTIONED SOUTH RIGHT-OF-WAY LINE OF SE 16TH COURT AND THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA AND CONTAINING 112,599 SQUARE FEET (2.5879 ACRES), MORE OR LESS.

FILE: SHOPPES AT RIO VISTA, LLC.

SCALE: N/A

DRAWN: B.B.

ORDER NO. 69338A

DATE: 12/3/21

PROPERTY AFTER R/W DEDICATION

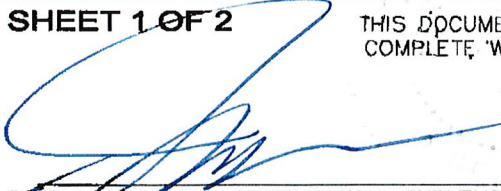
SE 17TH STREET CAUSEWAY

FORT LAUDERDALE, BROWARD COUNTY, FL

FOR: SHOPPES AT RIO VISTA

SHEET 1 OF 2

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2


☐ JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
☐ BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136
☐ VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274
☐ DONNA C. WEST, PROFESSIONAL SURVEYOR AND MAPPER LS4290
STATE OF FLORIDA

CAM # 22-0551

Exhibit 2

Page 15 of 26



SKETCH AND LEGAL DESCRIPTION

BY

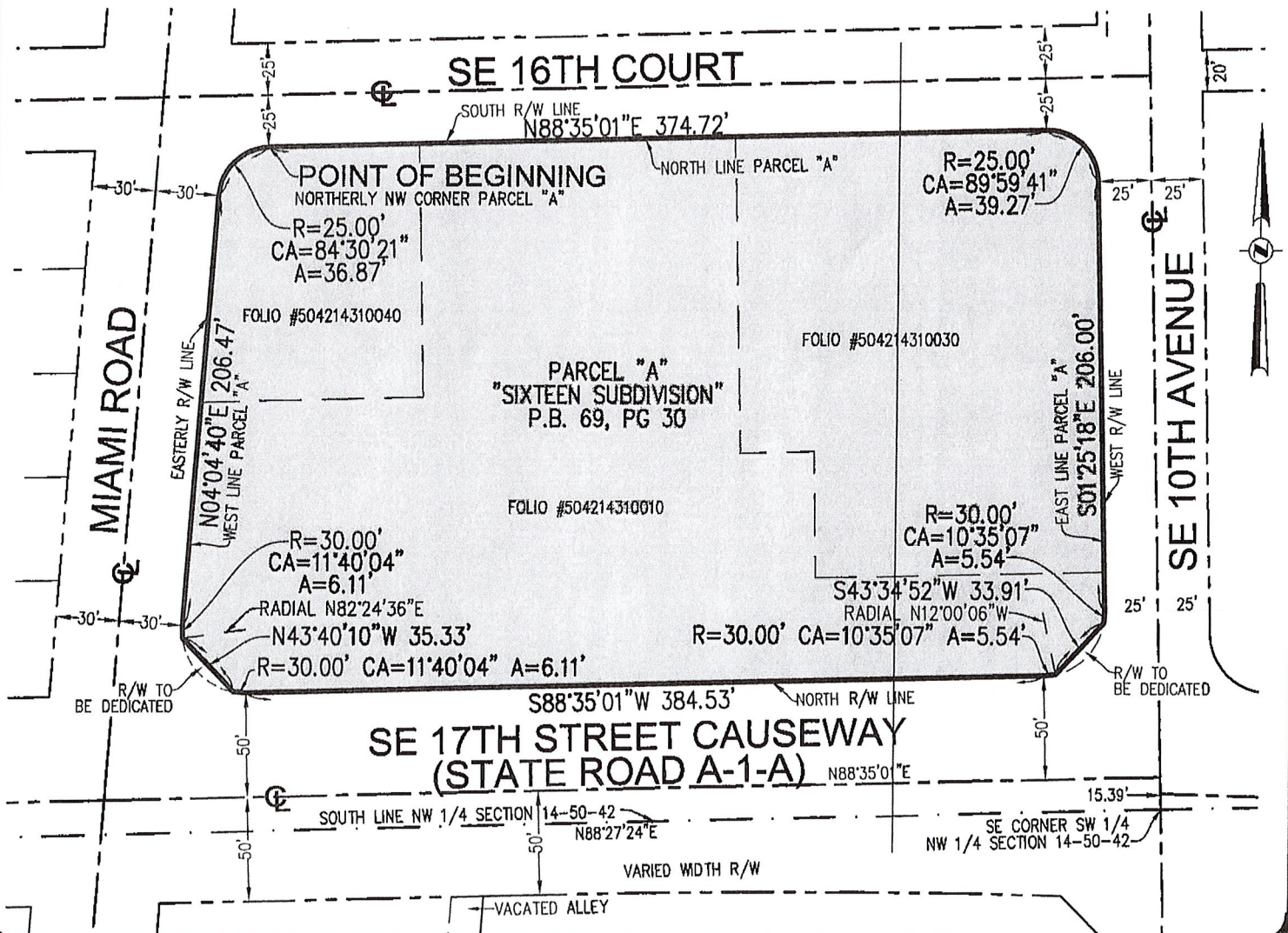
PULICE LAND SURVEYORS, INC.5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • E-MAIL: surveys@pulicelandsurveyors.com

CERTIFICATE OF AUTHORIZATION LB#3870

**NOTES:**

1. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE AND ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS ARE BASED ON AN ASSUMED MERIDIAN WITH THE NORTH LINE OF PARCEL "A", BEING N88°35'01"E.
3. THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
4. ALL RECORDED DOCUMENTS ARE PER BROWARD COUNTY RECORDS, UNLESS OTHERWISE NOTED.



FILE: SHOPPES AT RIO VISTA, LLC.

SCALE: 1" = 80' DRAWN: B.B.

ORDER NO. 69338A

DATE: 12/3/21

PROPERTY AFTER R/W DEDICATION

SE 17TH STREET CAUSEWAY

FORT LAUDERDALE, BROWARD COUNTY, FL

FOR: SHOPPES AT RIO VISTA

SHEET 2 OF 2

THIS DOCUMENT IS NEITHER FULL NOR
COMPLETE WITHOUT SHEETS 1 AND 2**LEGEND:**

O.R.B. OFFICIAL RECORDS BOOK

P.B. PLAT BOOK

PG PAGE

R/W RIGHT-OF-WAY

CL CENTERLINE

R= RADIUS

CA= CENTRAL ANGLE

A= ARC LENGTH

Exhibit B

District Four (4) Maintenance Memorandum of Agreement Inclusive Agreement For SR A1A

SECTION No(s).: 86180000
S.R. No.: A1A
PERMIT No: 2022-L-491-00001
COUNTY: BROWARD

**AMENDMENT NUMBER SEVENTEEN (17) TO
DISTRICT FOUR (4) STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LANDSCAPE INCLUSIVE MAINTENANCE MEMORANDUM OF AGREEMENT
FOR STATE ROAD A1A**

THIS AMENDMENT Number Seventeen (17) to the Agreement dated January 31, 2008, made and entered into this _____ day of _____ 20____ by and between the State of Florida Department of Transportation hereinafter called the **DEPARTMENT** and the **CITY OF FORT LAUDERDALE**, a municipal corporation of the State of Florida, hereinafter called the **AGENCY**.

W I T N E S S E T H

WHEREAS, the parties entered into the Landscape Inclusive Maintenance of Agreement dated, January 31, 2008 for the purpose of maintaining the landscape improvements by the AGENCY on State Road A1A; and,

WHEREAS, the DEPARTMENT and the AGENCY have agreed to add additional landscape improvements to be installed by permit on State Road A1A in accordance with the above referenced Agreement; and,

WHEREAS, the AGENCY by Resolution No. _____ dated _____, attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorized its officers to do so; and,

NOW THEREFORE, for and in consideration of mutual benefits that flow each to the other, the parties covenant and agree as follows:

1. Pursuant to Paragraph Number Thirteen (13) in the Agreement dated January 31, 2008, the AGENCY has agreed to construct additional landscape improvements or to modify an improvement located as indicated in **Exhibit "A"**,

State Road A1A (S.E. 17th Street Causeway) from Miami Rd. (M.P. 0.157)
to S.E. 10th Avenue (M.P. 0.253)

in accordance with the plans attached as **Exhibit "B"**.

2. The AGENCY shall agree to maintain the additional landscape improvements described above in accordance with the Maintenance Plan, **Exhibit "C"** of the original agreement and as follows:

II. SPECIFIC PROJECT SITE MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS:

The irrigation system is intended to supply potable water from the City mains. It is run by an automatic clock with rainwater sensing to conserve water. The irrigation system provides 100% coverage with a 50% overlap and is laid out so as to not throw water across any pavement. All pipe going under pavement is encased in the appropriately sized PVC sleeving, see plans for sleeving schedule.

Inspect the irrigation system performance on a weekly basis to ensure the system is providing 100% coverage, does not have sections of low pressure, heads and valves are clean and clear of debris and any damaged irrigation components (i.e., spray nozzles, spray heads, valve boxes, etc.) are repaired or replaced

Except as modified by this Amendment, all terms and conditions of the original Agreement and all Amendments thereto shall remain in full force and effect.

LIST OF EXHIBITS

Exhibit A - Landscape Improvements Maintenance Boundaries

Exhibit B - Landscape Improvement Plans

In Witness whereof, the parties hereto have executed with this Amendment effective the ____ day _____ year written and approved.

**CITY OF FORT LAUDERDALE,
through its CITY COMMISSIONERS**

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
Dean J. Trantalis, Mayor

By: _____
Transportation Development Director

____ day of _____, 2022

Attest: _____
Executive Secretary

Christopher J. Lagerbloom ICMA-CM,
City Manager

Legal Review

Approved as to form by Office of City Attorney

Office of the General Counsel Date

City Attorney

ATTEST:

David R. Soloman, City Clerk

(SEAL)

SECTION No(s).: 86180000
S.R. No.: A1A
PERMIT No: 2022-L-491-00001
COUNTY: BROWARD

EXHIBIT A

LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES

I. PERMIT PROJECT LANDSCAPE MAINTENANCE LIMITS:

Section Number 86180000

State Road A1A (S.E. 17th Street Causeway) from Miami Rd. (M.P. 0.157)
to S.E. 10th Avenue (M.P. 0.253)

II. INCLUSIVE LANDSCAPE MAINTENANCE AGREEMENT LIMITS FOR STATE ROAD A1A FROM:

State Road 5 (US 1) M.P. 0.000 (Section 86180000)
(US 1) to Flamingo Avenue (M.P. 6.410) (Section 86050000)

By Individual Sections:

Southbound One Way (Section 86050100)
M.P. 0.0000 (Seville Street) to M.P. 0.926 (Bahia Mar Hotel Entrance)

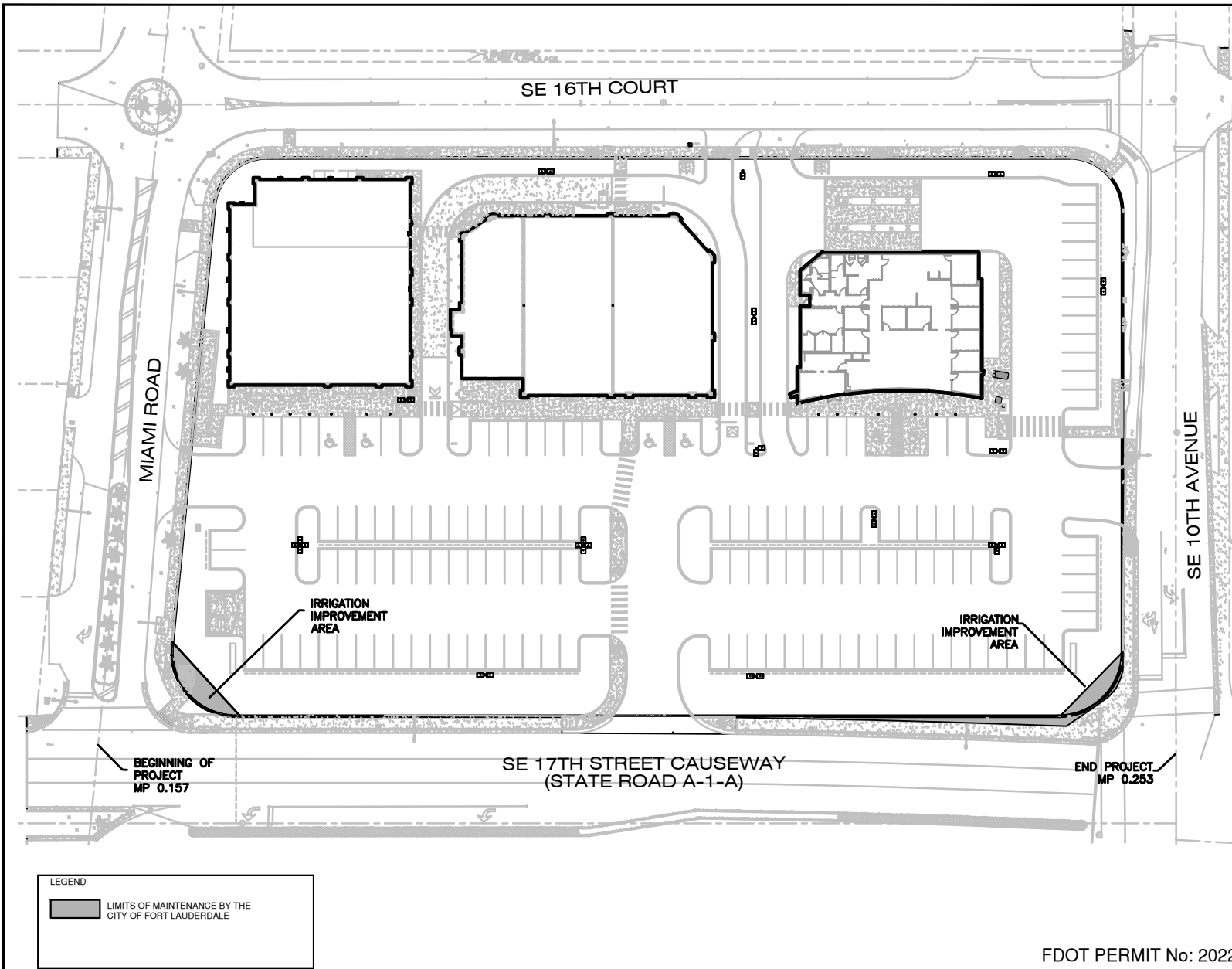
Northbound One Way / Seabreeze Blvd / 17th Street Causeway (Section 86180000):
M.P. 0.000 (State Road 5) (US 1) to M.P. 2.964 (State Road 842) (Las Olas Boulevard)

North Fort Lauderdale Beach Area (Section 86050000):
M.P. 2.039 (south of Poinsettia Street) to M.P. 6.410 (Flamingo Avenue)

III. PERMIT PROJECT LANDSCAPE MAINTENANCE BOUNDARY LIMITS MAP:

Please See Attached

*All limits of the original agreement and amendments shall apply



SDA SHAH DROTOS & ASSOCIATES ENGINEERING ARCHT. NO. 5654 SURVEYING LC. NO. LP-6456 5410 N. Andrews Avenue, Suite 200, Fort Lauderdale, FL 33309 TEL: 954-562-9635 • FAX: 954-752-4724	
DRAWN BY: WFS CHECKED BY: J.F.D. DESIGNED BY: J.F.D.	SCALE: 1"=50' SHEET NO.: 1153 DATE: MARCH, 2022
PROJECT: SHOPPES AT RIO VISTA CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA IRRIGATION IMPROVEMENT MAINTENANCE BOUNDARY MAP	
SEAL	
FDOT PERMIT No: 2022-L-491-00001	

SECTION No(s):	86180000
S.R. No.:	A1A
PERMIT No:	2022-L-491-00001
COUNTY:	BROWARD

EXHIBIT B

LANDSCAPE IMPROVEMENT PLANS

The AGENCY agrees to install the landscape improvements in accordance with the plans and specifications attached hereto and incorporated herein.

Please see attached plans prepared by: James Santiago, RLA
James Santiago Landscape Architecture & Design

Sheets: IR-1 dated 3/2/2022
IR-2 dated 12/21/2021
IR-3 dated 3/9/2022

FDOT IRRIGATION NOTES

1. The FDOT requires 24-hour emergency access to water source.
2. Contractor shall provide the FDOT District Operations Manager with a set of "As-Built" irrigation plans.

SYMBOL MANUFACTURER/MODEL/DESCRIPTION

- Rain Bird PGA-PRS-D-Globe
1", 1-1/2", 2" Electric Remote Control Valve, Globe. With Pressure Regulator Module. Attach Hunter EZ1 control node
- Nibco T-113-K
Class 125 bronze gate shut off valve with cross handle, same size as mainline pipe diameter at valve location. Size Range - 1/4" - 3"
- Hunter 2 wire, PHC 2400 Controller
Provide conduit from controller to sensor location.

THE CONTRACTOR IS TO INSTALL A 2" CONDUIT FROM THE CLOCK TO THE TRENCH OF THE MAIN. THE CONDUIT SHALL CONTAIN ALL CONTROL WIRES AND BE ACCORDING TO THE SPEC FOR A SLEEVING.

- Irrigation Lateral Line: PVC Class 160 SDR 26
PVC Class 315 for 1/2" pipe, PVC Class 200 for 3/4" pipe, PVC Class 160 SDR 26 for 1" and above.
- Irrigation Mainline: 2" PVC Class 200 SDR 2
PVC Class 200 irrigation pipe.
- Pipe Sleeve: HDPE PE4710 DR 11 (202psi)
- Where required Schedule 40 pipe shall be used for sleeving.
- Typical pipe sleeve for irrigation pipe. See chart.

- 2" CITY WATER METER by the City.
- Hunter Mini Click rain sensor, install to one of the the Node 200 valves shown and installed according to the manufacturers specifications. LOCATE RAIN SENSOR AT THE HIGHEST POINT AS PER THE MANUFACTURERS SPECIFICATIONS

- Hunter MSBN-20F Bubbler 4" Radius place on a 6" riser
HEADS TO BE PRESSURE COMPENSATING

- Hunter I-20-ADV, 36V
Turf Rotor, 6" pop, adjustable and full circle, with check valve

- RAINBIRD 1806 or 1812-PRS
Turf or Shrub Spray with 6" or 12" pop with pressure regulator
Radius as required to span areas shown on the plan
- 15 STRIP SERIES
15RCS OR 15LCS
15SST

- The Meter shall be located by the contractor to supply the valves shown. The location is to be adjusted according to existing conditions.
2" METER AND POINT OF CONNECTION TO CITY WATER
1" BACK-FLOW PREVENTER

LANDSCAPE AND IRRIGATION BID CONDITIONS

1. The quantities on the plan are for the convenience of the contractor only and not to be considered as the final quantity for installation. The callouts and entries drawn on the plans take precedence over the Spec list.
2. The contractor shall be responsible for his own takeoffs of the materials drawn.
3. The contractor shall be expected to visit the site prior to bid. the contractor shall have an understanding of the on site conditions. to prepare his bid. Any questions concerning conditions are to be brought to the owners attention prior to bid.
4. Any discrepancies concerning the materials or conditions of the site that shall inhibit the installation as drawn shall be brought to the attention of the owners representative. Issues found prior to bid will become a condition of the bid after submission.
5. After the award of the contract, any discrepancies in the plans or additional materials and costs because of pre-existing conditions, at the site shall not be a reason for any additional charges to the owners.
6. These bid conditions are not to be considered all inclusive. There may be additional conditions included in other documents of the construction agreement. It is the contractors responsibility to make himself and his subcontractors aware of any other such conditions.

Additional notes per DOT comments rcvd from Engineer 3-2-22
Additional notes per DOT comments rcvd from Engineer 2-2-22 JS
Note per DOT comments rcvd from Engineer JS
Per DOT comments rcvd 11-19-21 from City JS
Per comments rcvd 11-5-21 from City

NO.	DATE	REVISION	BY
9.	10-26-21	Per comments UDP-A21051 Engineering	JS
8.	9-14-21	Per latest site plan and comments rcvd. 9-9-20	JS
7.	9-9-20	Per latest site plan rcvd. 9-9-20	JS
6.	6-3-20	Per RFI 3	JS
5.	4-28-20	Per city comments for tree setbacks	JS
4.	2-24-20	Revision to 17th St. entrance apron.	JS
3.	12-6-19	Comments from 11-11-19 to 12-6-19	JS
2.	11-11-19	Comments from 9-9-19 to 11-11-19	JS
1.	9-18-19	Comments from 6-25-19 to 9-9-19	JS

Drawn: 5-23-19
Checked:

SCALE
1" = 20'

FILE NO.

PROJECT
213253

ISSUE

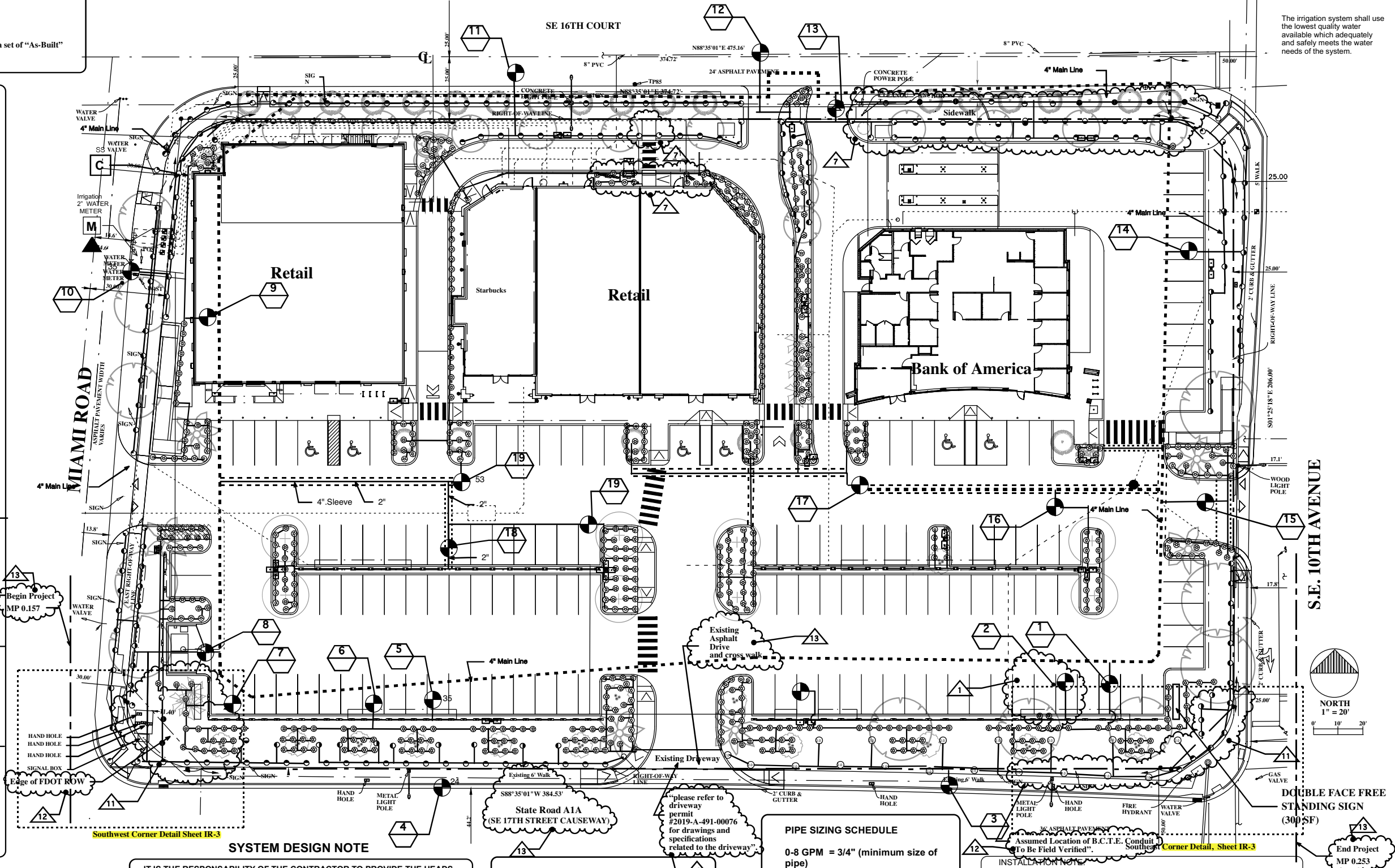
james santiago
landscape architecture and design
612 NE 14th Ave. Unit A, Fort Lauderdale, FL 33304
Tel. 305-791-3156
Email, Jsantiagolainc@gmail.com

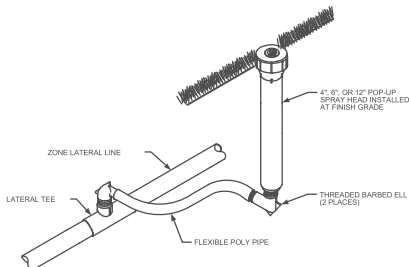
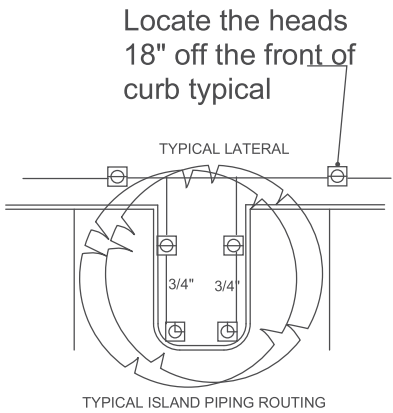
Irrigation Plan

The Shoppes at Rio Vista

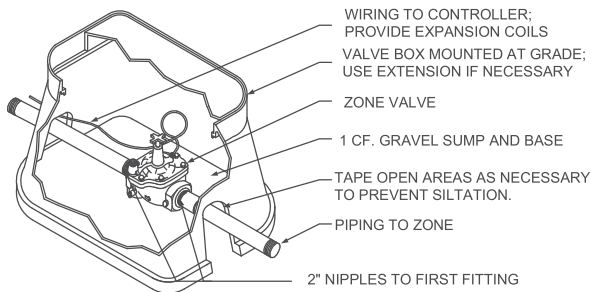
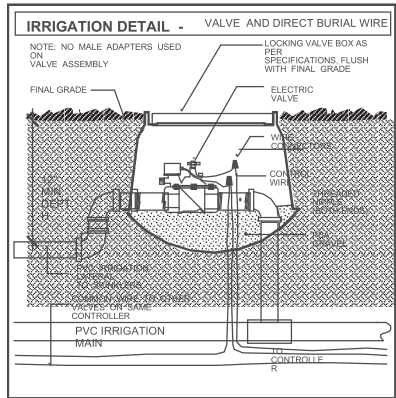
901 SE 17th St., Ft. Lauderdale
"FDOT Landscape Permit Number 2022-L-491-00001"

FDOT Landscape Permit Number 2022-L-491-00001
SHEET
IR-1
CAM # 22-0551
Exhibit
Page 24 of 26
Digitally signed by James Santiago Date: 2022.03.02 15:23:07 -05'00' DATE





NOT TO SCALE



INSTALL TOP OF VALVE A MAXIMUM OF 15" FROM FINISHED GRADE.
INSTALL REDUCERS AND ALL-THREAD AS NECESSARY AT EACH VALVE LOCATION.
INSTALL EACH VALVE TAP IN A VERTICAL ORIENTATION TO ASSURE THE PROPER VALVE DEPTH.

ZONE VALVE
NOT TO SCALE

SCALE
1"= 20'

FILE NO.

PROJECT
213253

ISSUE

j a m e s s a n t i a g o
landscape architecture and design
612 NE 14th Ave. Unit A, Fort Lauderdale, Fl. 33304
Tel. 305-791-3156
Email, Jsantiagolainc@Gmail.com

The Shoppes at Rio Vista





901 SE 17th St., Ft. Lauderdale

48 HOURS BEFORE YOU DIG
CALL SUNSHINE
1-800-432-4770
IT'S THE LAW IN FLORIDA



James Santiago
SHEET
IR-2 CAM # 23-0551
of 3
Exhibit 2
Page 25 of 26
SEAL #795
DATE
Digitally signed by
James Santiago
Date: 2021.12.21
21:10:06 -05'00'

11.	12-21-21 11-10-21	Per DOT comments rcvd 11-19-21 from City Per comments rcvd 11-5-21 from City	JS
9.		Per comments UDP-A21051 Engineering	JS
8.	9-14-21	Per latest site plan and comments rcvd. 9-9-20	JS
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1.	9-10-19	Comments from 6-25-19 to 9-9-19	JS
NO.	DATE	REVISION	BY

KEY	NO.	CODE	ITEM DESCRIPTION	INSTALLATION SPEC.
	00V1	WIR LOW VOLT	Control wires for 24V Automatic Valves, shall installed by Irrigation Contractor. Where required wire shall be slemminimum 1" SCH 40 pipe electrical conduit buried beneath the mainline, where not possible wire shall be sleeved and at no less than 12" depth <i>Contractor shall run two snare control wires to the furthest ends of system in each direction. Common wire shall be white while the control wires shall each be a different color, and be different from spares...</i>	All irrigation control wires shall be U. L. approved 24V solid copper Wires shall operate 24V automatic sprinkler valves and enter the box below. Individual control wires to be AWG size 14 gauge and common to be AWG wire size 12 All 96. BE APPROVED BY THE LAND. ARCH. ALL VALVE BOXES SET LEVEL W/GRADE Loop up spare wires at each control valve ALL SPLICING SHALL BE DONE IN VALVE BOXES ONLY.
	00V11	VALV BOX	VALVE COVER BOX - AMETEK Heavy Duty Box with Locking Covers, JVB-12 Box12"d with 14"x20"Cover	All valve assemblies to be installed below grade shall include AMETEK boxes with a 2" layer of drainage gravel as clean dry ballast for a Install top of box flush with surrounding grade, grass or mulch location. Group valve assemblies so they are accessible with the correct box. Any substitutions must be approved by landscape architect by sample or product information for review and written approval.
	00V1A	MASTER VALVE	TORO Series 252 Normally Open Globe Angle Valve Operated by 24V Solinoid. NPT threaded inlets. 2" valve for zones to GPM volumes btwn 50-85 1.5" valve for zones to GPM volumes btwn 30-50 1" valve for zones to GPM volumes btwn 5-30 Mastervlve to have pressure regulation set to 55 PSI.	"All Valves shall be installed in a separate AMETEK valve box. All boxes to be placed upon a 2" layer of gravel . All valves assembled threaded nipples and then to PVC adapters. Top stem of valve 6" below cap of valve cover box. This valve shall be used as the job Valve controlling each Zone as well as use as the Master Control applicable plans. All valve box locations to be approved by the Architect. All boxes to be set level with grade.
			Main and Laterals Size as noted in plans. All New Pipe and Fittings.	ALL MAINLINE PIPE SHALL BE SCH 40 All Mains shall be buried at minimum 24" depth. All P.V.C. Mainline 4" and larger to be assembled with use of HARCO Gasketed fittings and poured concrete thrust blocks as per manf. specifications All lateral 3/4" Pipe to be Class 200. All other lateral pipe to be Class 160, except where ground is rocky, in rocky ground SCH 40 pipe will be used or Class 200/160 will be protected on all sides with at least 6" of clean, debris-free builders sand. All laterals to be placed 12" minimum below grade. All lateral pipe under pavement to be sleeved. No lateral installed shall be less than 3/4"

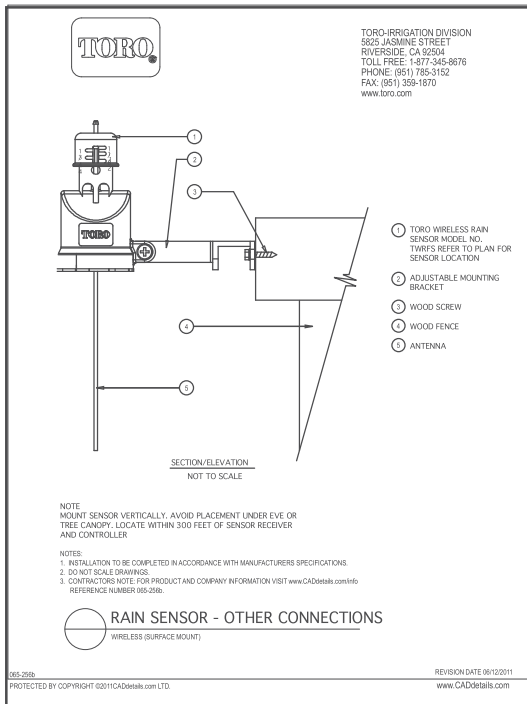
Size as noted in plans.
All New Pipe and Fittings.

Irrigation Electrical Note

The electrical work is not a part of the irrigation contract, and is to be done through the owners electrician on the job. The owner is to supply high voltage of a disconnect and provide the direct wiring of the clock.

The owner shall supply power to the time clock to the point contractor shall mark stations on the controller panel to correspond with the zone numbers on this plan and set operating sequence to correspond with the numbering.





The irrigation installer is responsible to supply and install all hardware, wire and conduit associated with the low voltage side of the installation all the way out to and including the valves and solenoids.



IRRIGATION MASTER KEY

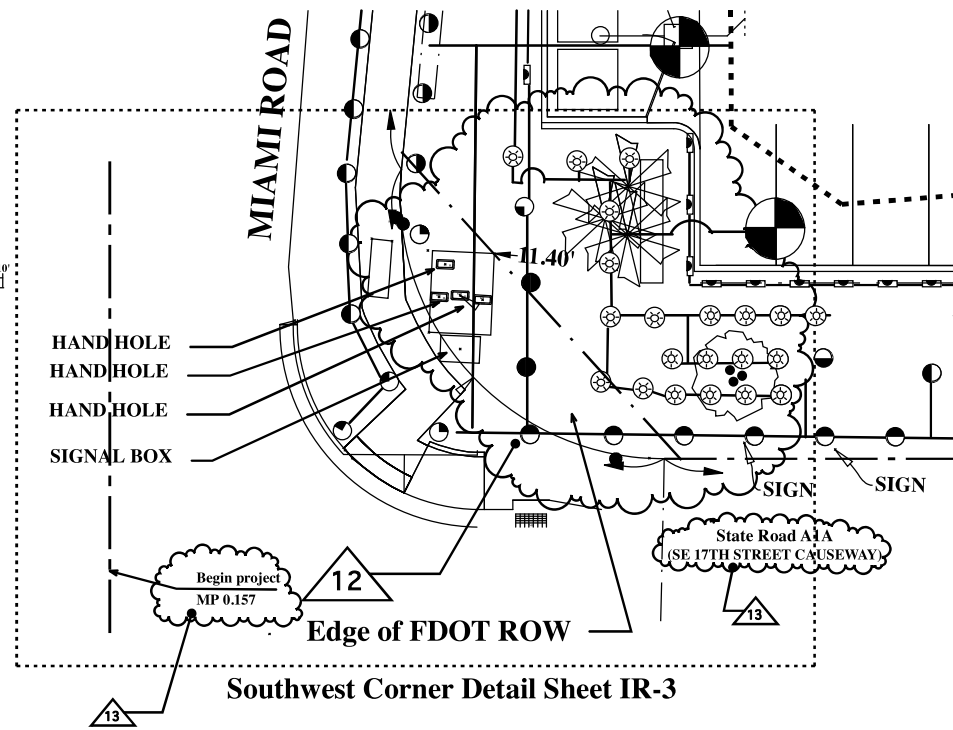
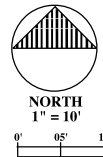
11/11/9

6 INSTALLATION SPEC.

KEY	NO.	CODE	ITEM DESCRIPTION	INSTALLATION SPEC.
	11	PIPE GEN NOTE	LATERAL PIPE All New Pipe and Fittings. Size as noted in plans. ALL MAINLINE PIPE SHALL BE SCH 40	3/4" Pipe to be Class 200 . All other lateral pipe to be Class 160 , except where ground is rocky; in rocky ground SCH 40 pipe will be used. Class 200/160 will be protected on all sides with at least 6" of clean, debris-free builders sand. All laterals to be placed 12" minimum below grade. All lateral pipe under pavement to be sleeve. No lateral installed shall be less than 3/4" .
	00PB 3	BACK FLOW PREV.	Reduced Pressure Backflow Preventor RAIN BIRD RPA-300-R with Resilient Seated Shut-off and Ball Test Cocks	This assembly shall be an above ground installation installed to meet codes and regulations. All pipe above grade shall be Schedule 40 Steel Pipe or Sweet fitted Copper Tubing if code requires. The responsible to pass all municipal inspections, fees and provide shop if required. If pressure losses or gpm flow rate is a concern to the then he shall discuss sizing and installation with the Architect before is begun.
	13	PIPE GEN NOTE	PIPES NEAR EXISTING TREES EXISTING TREES TAKE PRIORITY OVER PROPOSED IRRIGATION LINES. CONTRACTOR SHALL MAKE ADJUSTMENTS WHERE NECESSARY TO ACCOMMODATE EXISTING TREES.	Particular care shall be taken while installing pipe in the vicinity of existing or newly planted trees. Laterals shall run clear of rootballs and heads set to throw back toward trees.
	10	MAIN LINE NOTE	MAIN LINE NOTE ALL MAINLINE PIPE SHALL BE SCH 40 MAINLINE SHOWN ON PLANS AS SCHEMATIC ONLY. MAINLINE SHALL BE INSTALLED WITHIN PROPERTY LINES AT ALL TIMES.	Main lines location is shown schematically. Where ever possible, lateral lines are to be buried in common trench with main line. All wires shall be run under mains for protection. All Mains shall be buried at minimum 24" depth. Mains should run deeper at road crossings. All pipe and fitting materials shall be new. All pipe to be cut squarely and burrs removed. All P.V.C. Mainline 4" and larger to be assembled with use of HARCO Gasketed fittings and poured concrete thrust blocks as per manf. specifications.
	9 4	SOI sens or	TORO RAIN Switch as manufactured by Install per detail.	Install as per manufacturer's recommendation. Contractor is fully operational system in which the rain sensor performs as intended.
	00M 6	WM 2"	2" WATER METER capable of supplying a minimum of 25 GPM @ Meter supplied by County or City. Verify Backflow Prevention Device *	* See plans for location. Irrigation contractor shall begin at the meter to step up to the size service main called for in plans. If an Backflow Prevention Device is not already in place or is not Contractor shall supply and install equipment as required to meet Install a Brass Gate Valve, size to match meter size, as the man to supply the sprinkler system.
	01	CODE REQ.	Contractor shall comply w/ all Local Codes & any and all Code requirements in their Base Extras shall be awarded the Contractor for work that are a basic requirement of codes or details are shown in schematic plans. ALL CONSTRUCTION MINIMUMS SHALL BE EQUAL TO OR GREATER THAN THE STANDARDS AS SET FORTH BY THE FLORIDA IRRIGATION SOCIETY INC. (FIS)	Contractor to supply and install all check valves, back flow preventers, and supply in the bid the cost for all permits, etc., as required by these and if those items are not shown on drawings. Each municipality inspections for a job C.O., shall have it's own list of requirements which be included in the base bid and provided as part of the installation.* It sole responsibility of the General Contractor to assure compliance with local codes.
	02	CONTR NOTE	IRRIGATION CONTRACTOR UTILITIES ABOVE AND BELOW GROUND.	Contractors shall be responsible for the location and verification of overhead and underground utilities. Contractor shall coordinate with all appropriate agencies to verify utilities in the field. Contractor shall responsible for the protection and maintenance and any damage to utilities and structures that may occur in the implementation of the this project. CONTRACTORS MUST USE THE NEW STANDARD SCHEDULE OF COLORS DESIGNATED FOR MARKINGS ON THE GROUND, 1994 edition or better.

FDOT IRRIGATION NOTES

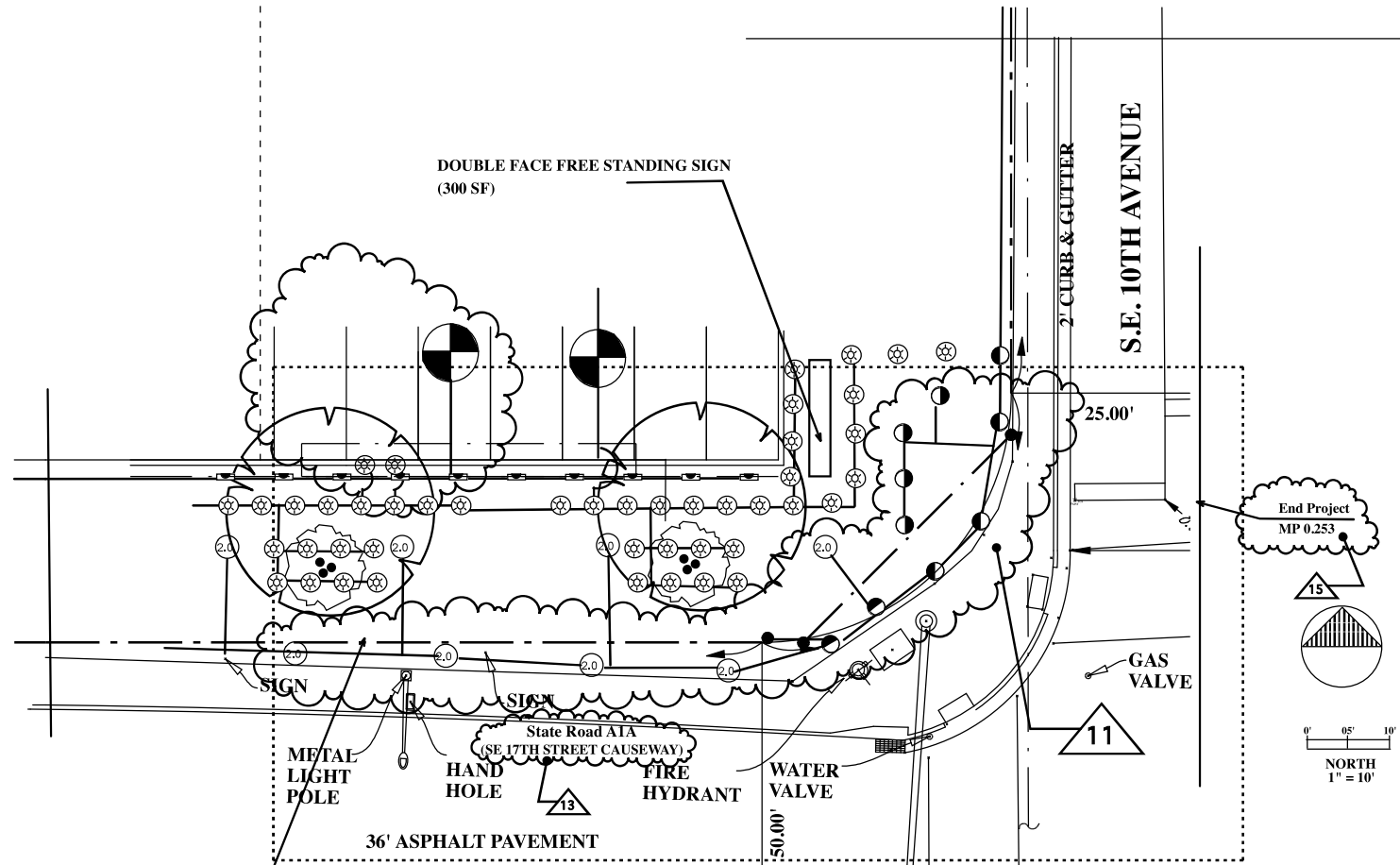
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2. Contractor shall provide the FDOT District Operations Manager with a set of "As-Built" irrigation plans.



Southwest Corner Detail Sheet IR-3

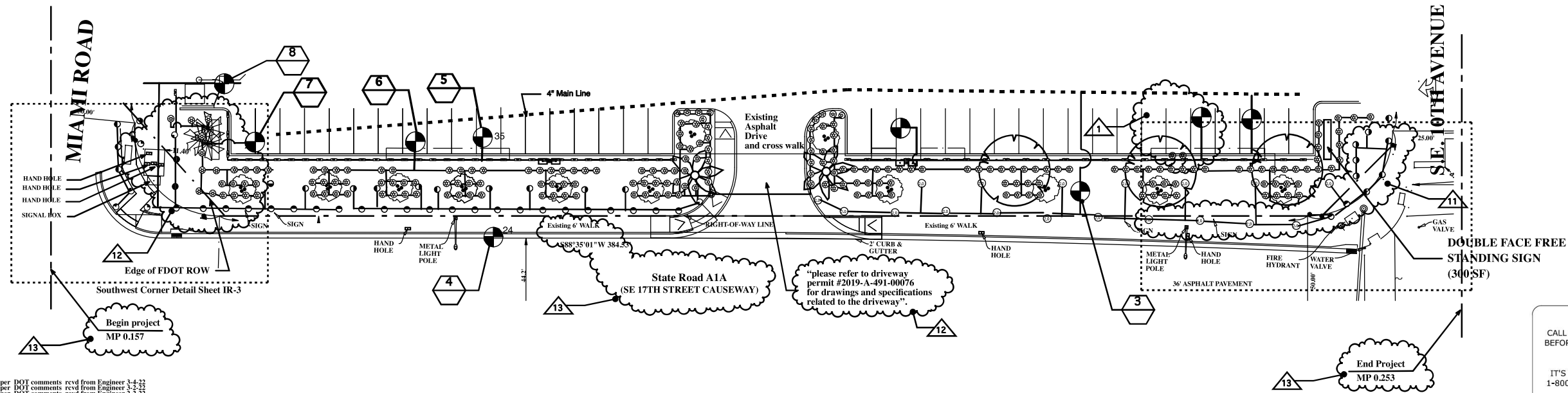
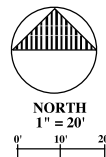
FDOT IRRIGATION NOTES

1. The FDOT requires 24-hour emergency access to water source.
2. Contractor shall provide the FDOT District Operations Manager with a set of "As-Built" irrigation plans.



Southeast Corner Detail, Sheet IR-3

Edge of FDOT ROW



CALL 48 HOURS
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1-800-432-4770



Sunshine State One Call of Florida, Inc.

15.	3-9-22	Additional notes per DOT comments rcvd from Engineer 3-4-22	JS
14.	3-3-22	Additional notes per DOT comments rcvd from Engineer 3-2-22	JS
13.	2-15-22	Additional notes per DOT comments rcvd from Engineer 2-2-22	JS
12.	1-6-22	Note per DOT comments rcvd from Engineer	JS
11.	12-25-21	Per DOT comments rcvd 11-19-21 from City	JS
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NO.	DATE	REVISION	BY

Drawn: 5-23-19
Checked: _____

SCALE
1" = 20'

FILE NO.

PROJECT
213253

ISSUE

james santiago
landscape architecture and design
612 NE 14th Ave. Unit A, Fort Lauderdale, FL. 33304
Tel. 305-791-3156
Email, Jsantiagolainc@Gmail.com

FDOT REVIEW DETAILS
Irrigation Plan

The Shoppes at Rio Vista

901 SE 17th St., Ft. Lauderdale
"FDOT Landscape Permit Number 2022-L-491-00001"

FDOT Landscape Permit Number 2022-L-491-00001

SHEET
IR-3 James
CAM # 22-0551
Exhibit 2
Digitally signed
by James
Santiago
Date: 2022.03.09
10:23:56 -05'00'
Page 26 of 26