ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT

THIS ASSUMPTION OF	LIABILITY	AND	HOLD	HARMLESS	AGREEMENT
("Agreement") is entered into this _	day of			, 20, b	y and between:

TRR BAHIA MAR MARINA VILLAGE LLC, a Florida limited liability company, whose principal address is 1175 N.E. 125th Street, Suite 102, North Miami, FL 33161 ("TRR")

and

RAHN BAHIA MAR L.L.C., a Delaware limited liability company, whose principal address is 1175 N.E 125th Street, Suite 102, North Miami, FL 33161 ("RAHN")

and

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida having a principal address at 100 North Andrews Avenue, Fort Lauderdale, FL 33301 (hereinafter "CITY")

RECITALS

WHEREAS, the CITY and RAHN are Parties to a Master Lease Agreement last signed April 13, 2022, as same may be amended and/or replaced from time to time ("Lease"), whereby RAHN leases the Premises as described in the Lease ("Premises"); and

WHEREAS, Rahn and TRR have entered into the Marina Village Sublease ("Sublease") with respect to a portion of the Premises described on **Exhibit A** ("Subleased Premises"); and

WHEREAS, the CITY, RAHN, and TRR (collectively "Grantors") desire to grant the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") a right-of-way easement substantially in the form of **Exhibit B** ("Easement") on a portion of the Subleased Premises as reflected on **Exhibit C** ("Easement Area"); and

WHEREAS, pursuant to the terms of the Amendment Number Eighteen (18) to District Four (4) State of Florida Department of Transportation Landscape Inclusive Maintenance Memorandum of Agreement for State Road A-1-A solely as it relates to the Easement Area ("Amended MMOA"), Grantors shall have the right to utilize the Easement Area to install and/or maintain improvements within the Easement Area ("Improvements") as set forth in the Amended MMOA; and

WHERAS, the Amended MMOA with the exhibits thereto are hereby attached and incorporated herein as **Exhibit D**; and

WHEREAS, as a condition to the CITY executing the Easement and Amended MMOA, RAHN and TRR agree to perform the CITY's responsibilities for installation and maintenance of the Improvements pursuant to the Amended MMOA if and when required by the FDOT and protect and indemnify the CITY with respect to performing such obligations of the City; 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, RAHN 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. Terms not otherwise defined herein shall have the meaning set forth in the Amended MMOA.

CITY Manager means the CITY's Chief Executive Officer, its CITY Manager, or his or her designee.

CITY Engineer means the CITY Engineer, or his or her 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.

Easement shall mean an easement from the Grantors to FDOT, which Easement is substantially in the form of Exhibit B.

Easement Area shall mean the property described on **Exhibit C**.

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

Grantors shall mean the City, RAHN, and TRR as their interests may appear.

Lessee Parties shall mean RAHN, its successors and assigns, as lessee of the Master Lease and TRR, its successors and assigns, as lessee of the Sublease.

Party shall mean the CITY, RAHN and TRR and *Parties* are collectively the CITY, RAHN, and TRR.

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. TRR Obligations.

- (a) TRR shall perform the installation and maintenance of the Improvements as forth in the Amended MMOA.
- (b) TRR agrees to promptly provide the CITY with copies of any written notices received by TRR from the FDOT with regard to the Easement and/or Amended MMOA, including notices of any breach of any of the Grantors' obligations under the Easement and/or Amended MMOA and/or relating to a written request by the FDOT to perform any installation or maintenance obligations with respect to the Improvements as contemplated by the Amended MMOA.

4. CITY Obligations. The CITY agrees as follows:

- (a) The CITY shall promptly notify TRR and provide RAHN and TRR with copies of all notices or other documentation received by the CITY from the FDOT in connection with the Easement and/or Amended MMOA.
- (b) The CITY agrees that if the FDOT requests action or inaction be taken to comply with the Amended MMOA, the CITY consents to TRR taking such action or inaction pursuant to the Amended MMOA and such action or inaction shall not violate any governmental approval of the CITY with respect to the Premises. Additionally, to the extent that TRR is not permitted to perform the installation and/or maintenance required pursuant to the Amended MMOA or otherwise perform under the Amended MMOA, then the CITY agrees that it shall, at the request of RAHN, perform such work on behalf of TRR, provided that TRR or RAHN, at the CITY's election, shall pay all reasonable costs and expenses in connection with performing such acts.
- (c) The CITY hereby grants to TRR all rights of the CITY under the Amended MMOA to perform its obligations under the Amended MMOA.
- (d) The CITY agrees that it shall not amend or terminate the Easement or Amended MMOA without the prior written consent of Rahn and TRR if same would adversely affect RAHN's or TRR's rights or obligations under this Agreement.

5. Indemnification and Hold Harmless.

TRR or RAHN shall protect, defend, indemnify, and hold harmless the CITY, its officials, officers, employees, volunteers, and agents from and against any and all claims, 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 TRR or RAHN, or the material breach or default by TRR or RAHN of any covenant or provision of TRR or RAHN under this Agreement, provided however that TRR or RAHN shall not protect, defend, indemnify or hold harmless the CITY, its officials, officers, employees, volunteers, and agents for: (a) any occurrence arising out of or resulting from the wrongful acts or negligence of the CITY, or their respective officials, officers, volunteers, agents and employees; or (b) any liability arising from any breach of CITY's covenants or obligations under this Agreement that materially prejudices either of RAHN or TRR in relating to the claim at issue and for which indemnification is sought and (c) any liability to the CITY shall be limited to actual compensatory damages and not punitive or consequential damages. However, these exceptions shall not be deemed a waiver of the City's sovereign immunity. The CITY shall, in connection with any claim made against the CITY for liability pertaining to this Agreement, the Amended MMOA, and/or the Easement, assert its right of sovereign immunity in connection with such claim, if applicable.

Subject to the limitations set forth above, TRR or RAHN further agree that upon delivery of proper and timely notice of a violation under the Amended MMOA, it shall investigate, handle, respond to, provide defense for, and defend any such violation at its sole expense. The CITY retains the right to object to counsel selected by TRR or RAHN, and TRR or RAHN shall only be obligated to reimburse the CITY for any alternate counsel, if the CITY deems that (i) TRR does not retain competent counsel reasonably acceptable to the CITY or (ii) separate legal counsel is necessary as there is a conflict of interest with such counsel referred by TRR representing both TRR and the CITY. This indemnification shall survive termination, revocation or expiration of the Amended MMOA and this Agreement for any statute of limitations for any claim giving rise to such indemnification subject to the terms of this Agreement and shall cover the wrongful acts or omissions of TRR in violation of this Agreement occurring during the term of the Amended MMOA and this Agreement.

6. Insurance.

TRR and RAHN shall comply with the provisions as set forth in paragraph 12. of the District Four (4) Maintenance Memorandum of Agreement Inclusive Agreement for SR A1A, dated January 31, 2008, which is attached to Amendment Number Eighteen (18) to District Four (4) State of Florida Department of Transportation Landscape Inclusive Maintenance Memorandum of Agreement for State Road A1A, attached hereto and incorporated herein.

7. Event of Default; Remedy. In the event TRR fails to perform or violates any of the terms or conditions of this Agreement, the CITY shall notify TRR of the specific failure or violation of this Agreement and/or Amended MMOA in writing and TRR shall thereafter have a period of thirty (30) days to cure any such failure or violation to the CITY'S reasonable

satisfaction, provided as to non-monetary breach, the cure period shall be extended for a reasonable period of time to permit completion of such cure if TRR commences such cure (including hiring an architect or contractor to prepare any plans required to pull any permit and/or obtain any approvals from either the CITY or the FDOT and including the time to obtain such permit or approval) within such thirty (30) day period and proceeds diligently to complete such cure (an "Event of Default"). Upon the occurrence of an Event of Default until such Event of Default is cured, the CITY shall have the right to (1) take any equitable action to enforce the terms and conditions of the Amended MMOA and/or this Agreement, it being stipulated by the parties that since the Amended MMOA and/or this Agreement deal with the right to use public easements and rights-of-way of the FDOT used for a governmental purpose, a violation or breach by TRR of any term or condition of the Amended MMOA and/or this Agreement not cured within the cure period, constitutes an irreparable injury to the public and the CITY for which there is no adequate remedy at law, or (2) take such curative action that was required to be taken by TRR under the Amended MMOA and/or this Agreement and the cost and expense incurred in the CITY's curative actions shall be passed on to and owed by TRR, in which case TRR shall be liable for payment to the CITY for all reasonable and necessary costs and expenses incurred by the CITY in connection with the performance of the action or actions associated with curing such Event of Default by TRR and TRR shall reimburse the CITY within thirty (30) days following written demand (together with supporting documentation of the costs incurred by the CITY associated with such demand for payment) for payment thereof. Interest shall begin to accrue on the unpaid amount of TRR's obligations to the CITY thirty (30) days after the CITY sends the written demand for payment to TRR, at a 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 between the CITY and TRR arises as to the need for, or amount due to the CITY for, repairs or maintenance undertaken by the CITY in accordance with the Amended MMOA and/or this Agreement, and such dispute is not resolved within thirty days (30) days after the date that the CITY makes the written demand (together with supporting documentation of the costs incurred by the CITY associated with such demand for payment) for payment, TRR shall pay to the CITY the undisputed amount and shall be responsible for the balance of such sums to the extent determined to be due. The CITY shall have all other rights and remedies granted to it at law or in equity for TRR's failure to pay the monies owed by TRR to the CITY as provided in this Agreement. The remedies found within this Section are cumulative. The exercise of one does not preclude the exercise of any other remedy, provided no Party shall be liable for consequential or punitive damages.

8. Removal of Improvements and Restoration of Improvement Area.

Except as may otherwise be expressly provided herein, it is agreed that upon termination of the MMOA, in whole or in part, whereby CITY is required to remove such Improvements, TRR or RAHN, shall remove all or any part of the Improvements in accordance with the terms and conditions of the Amended MMOA and TRR or RAHN shall restore any damage to the right of way and any impacted public utilities caused by such removal to conditions reasonably acceptable to FDOT. Such removal and restoration shall be at TRR's or RAHN's sole cost and expense. In the event TRR or RAHN fail to begin to remove all or any part of the Improvements in accordance with the MMOA within thirty (30) days after written demand by FDOT or the CITY to TRR or RAHN and application of appropriate permits to permit such work to proceed to diligently perform the work thereafter, as such time may be extended for a reasonable

period of time if TRR or RAHH have commenced such removal, the CITY is hereby authorized to remove such Improvements that are required to be removed under the Amended MMOA and TRR or RAHN shall promptly reimburse the CITY within ten (10) business days of written demand, together with supporting documentation of the costs incurred by CITY associated with the removal and restoration thereof.

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, the TRR or RAHN shall be responsible for the cost of repair and shall, at CITY's option, make said repairs, subject to CITY's reasonable satisfaction.

10. Emergencies. If an emergency situation arises with respect to the Easement, Amended MMOA and/or this Agreement with respect to the CITY's and TRR's or RAHN's obligation to each other under this Agreement which presents an imminent threat to the health or safety of Persons or property, the CITY shall make reasonable efforts to provide telephone and email notice to TRR's Contact Person. If actual notice of the emergency is given to TRR and TRR shall thereafter fail to take timely action to correct the emergency situation, then, to the extent the continuance of the emergency situation would pose an imminent threat to health or safety to Persons or property, the CITY may undertake such limited actions as are necessary to eliminate the emergency; and the CITY shall be entitled to recover its reasonable costs of cure to resolve the emergency from TRR in accordance with provisions hereof. For the purposes of this Paragraph, TRR's Contact Person shall be James D. Tate, telephone number (305) 987-2773, and e-mail address: jimmy@tatecapital.com. In the event TRR's Contact Person or any other information pertaining to TRR's Contact Person shall change, such change shall be provided in writing per Section 11. below.

11. Notices.

- (a) 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 this Agreement, each such notice, demand, request or other communication shall be in writing and, any law or statute to the contrary, notice shall be sent as provided in subsection (b) below.
- (b) All notices, demands, requests or other communications hereunder shall be deemed to have been given or served for all purposes hereunder (i) upon receipt if by hand delivery, (ii) (2) business days after deposit with the United States mail, postage prepaid, (iii) one (1) business day after being sent by overnight courier service such as Federal Express or similar carrier shall be utilized, if available, or (iv) upon delivery if sent by electronic mail (i.e., email).

AS TO CITY: Greg Chavarria

City Manager

City Fort Lauderdale

100 North Andrews Avenue Fort Lauderdale, FL 33301

Email: GChavarria@fortlauderdale.gov

Telephone (954) 828-5959

With a copy to: Alain Boileau, Esq.

City Attorney

City of Fort Lauderdale 100 North Andrews Avenue Fort Lauderdale, FL 33301

Email: aboileau@fortlauderdale.gov

Telephone: (954) 828-8038

With a copy to: Benjamin Rogers

Director of the Transportation and Mobility

City of Fort Lauderdale

290 NE 3rd Ave,

Fort Lauderdale, FL 33301

 $Email: \ brogers@fortlauderdale.gov$

Telephone: (954) 828-3781

AS TO TRR: TRR Bahia Mar Marina Village LLC

ATTN: James D. Tate, President 1175 N.E. 125th Street, Suite 102

North Miami, FL 33161

Email: jimmy@tatecapital.com Telephone: (305) 891-1107 x 202

With a copy to: Greenspoon Marder LLP

ATTN: Barry E. Somerstein, Esq. 200 E. Broward Boulevard, Suite 1800

Fort Lauderdale, FL 333014

Email: barry.somerstein@gmlaw.com

Telephone: (954) 527-2405

AS TO RAHN: Rahn Bahia Mar L.L.C.

ATTN: James D. Tate, President 1175 N.E. 125th Street, Suite 102

North Miami, FL 33161

Email: jimmy@tatecapital.com Telephone: (305) 891-1107 x 202 With a copy to:

Greenspoon Marder LLP

ATTN: Barry E. Somerstein, Esq. 200 E. Broward Boulevard, Suite 1800

Fort Lauderdale, FL 333014

Email: barry.somerstein@gmlaw.com

Telephone: (954) 527-2405

Any Party may change such information for notices by delivering such notice to the other Party as set forth herein.

- (c) As to activities under Section 10., notice need not be given in accordance with subparagraph (a) above, but notice shall be sufficient if given to the Contact Person pursuant to Section 10. as long as such notice is followed up within two (2) Days of such emergency with written notice as provided in subsection (b) above.
- 12. Independent Contractor. As between the CITY, RAHN, and TRR, RAHN and TRR are independent contractors under this Agreement. In providing such services, neither TRR nor RAHN nor their agents shall act as officers, employees, or agents of the CITY. No partnership, joint venture, or other joint relationship is created hereby. Except as set forth in this Agreement with respect to the Amended MMOA, the CITY does not extend to TRR, RAHN, or their respective agents any authority of any kind to bind the CITY in any respect whatsoever.
- 13. Joint Preparation. Each Party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this 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 Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party.
- 14. Interpretation of Agreement; Severability. 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 Agreement or the application of the remainder of the provisions, shall not be affected. Rather, this Agreement is to be enforced to the extent permitted by law. The captions, headings and title of this Agreement are solely for convenience of reference and are not to affect its interpretation. Each covenant, term, condition, obligation or other provision of this 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 Agreement, unless otherwise expressly provided. All terms and words used in this 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.
- 15. Successors. This Agreement shall be binding on and inure to the benefit of the Parties, their successors and assigns. It is intended that this Agreement and the rights and obligations set forth herein shall run with the land and shall bind every person or entity 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.

- 16. No Waiver of Sovereign Immunity. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by the CITY to which sovereign immunity may be applicable and the CITY agrees to assert its sovereign immunity in any claim made against the CITY by the FDOT or other third party with respect to the Amended MMOA or this Agreement.
- 17. 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 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.
- 18. Non-Discrimination. Neither TRR nor RAHN shall discriminate against any Person in the performance of duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.
- 19. Records. Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records to the extent applicable to such Party. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Chapter 119, Florida Statutes to the extent applicable to such Party, and any resultant award of attorney's fees for noncompliance with that law.
- 20. 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 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.
- 21. Waiver. The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this 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 Agreement.
- 22. Governing Law. This 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 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 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 Agreement, the CITY,

RAHN and TRR hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to the Easement, Amended MMOA, and/or this Agreement or any acts or omissions in relation thereto.

- **23. Recording.** This Agreement shall not be recorded in the Public Records of Broward County, but the Easement shall be recorded in the Public Records of Broward County, Florida, the costs of which shall be borne by TRR. TRR shall record the Easement and a copy of the recorded Easement shall be provided to the CITY and filed with the CITY Clerk's Office.
- **24. Term.** This Agreement shall start on the Effective Date and continue in full force and effect until such time as the Amended MMOA is terminated or becomes null and void.
- **25. Prevailing Party**. In the event of any litigation with respect to this Agreement, the prevailing Party shall be entitled to recover from the other Party reasonable attorney fees and costs, through all local and appellate levels, subject to the limits set forth under Florida law.
- **26. Police Power**. Nothing herein shall be construed as a waiver of the CITY'S police power. TRR shall comply with the CITY'S codes, ordinances and regulations with respect to installation and maintenance of the Improvements. TRR shall construct, operate, and maintain the Improvements in compliance with the Amended MMOA.
- 27. Guaranty. For good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, RAHN hereby guarantees to the CITY the full and timely payment of all monetary obligations owed by TRR to the CITY not cured within the applicable cure period as set forth in this Agreement ("Monetary Event of Default"). In the event of a Monetary Event of Default, RAHN agrees to pay such sums evidenced by such Monetary Event of Default to the CITY within ten (10) business days after written demand from the CITY to RAHN specifying the amount owed pursuant to such Monetary Event of Default along with reasonable documentation supporting such unpaid monetary obligations.

RAHN hereby represents and warrants unto to the CITY that RAHN will derive substantial benefit, directly or indirectly, from the CITY entering into this Agreement with TRR and that both RAHN and TRR are duly authorized to execute and perform their respective obligations under this Agreement.

(SIGNATURES TO FOLLOW)

IN WITNESS WHEREOF, the undersigned do hereby warrant that they are authorized to enter into this Agreement by TRR BAHIA MAR MARINA VILLAGE LLC, RAHN BAHIA MAR, LLC, and the CITY OF FORT LAUDERDALE.

Witnesses:

TRR.

Witnesses.	I KK.
	TRR BAHIA MAR MARINA VILLAGE LLC, a Florida limited liability company
(Witness #1 Signature)	-
(· · · · · · · · · · · · · · · · · · ·	By: TATE MANAGEMENT, INC., a Florida Profit Corporation, its manager
(Print Name)	-
	By:
	Kenneth J. Tate, President
(Witness #2 Signature)	-
(Print Name)	-
A	CKNOWLEDGEMENT
STATE OF)
COUNTY OF) SS:)
or □ online notarization, this	s acknowledged before me by means of physical presence day of, 20, by Kenneth J. Tate, ac., a Florida Profit Corporation, the Manager of TRR Bahia imited liability company.
(NOTARY SEAL)	
	Notary Public, State of (Signature of Notary Public)
	(Print, Type, or Stamp Commissioned Name of Notary Public)
	My Commission Expires:
Personally KnownOR	-
Produced Identification Type of Identification Produced	
1 y pe of facilitieation i foduced	

Witnesses:	RAHN:
	RAHN BAHIA MAR, L.L.C., a Delaware limited liability company
(Witness #1 Signature)	
	By: BAHIA MAR MANAGER L.L.C., a Delaware limited liability company, its manager
(Print Name)	
	By:Kenneth J. Tate, Manager
(Witness #2 Signature)	
(Print Name)	
	ACKNOWLEDGEMENT
STATE OF)
STATE OF) SS:)
or □ online notarization, this Tate , as Manager of Bahia M	t was acknowledged before me by means of \square physical presence a day of, 20, by Kenneth J. ar Manager L.L.C., a Delaware limited liability company, the L.C., a Delaware limited liability company.
(NOTARY SEAL)	
	Notary Public, State of (Signature of Notary Public)
(Print, Type, or Stamp Commiss	sioned Name of Notary Public) My Commission Expires:
Personally KnownOR Produced Identification_ Type of Identification Produced	

AS TO CITY OF FORT LAUDERDALE:

	By:
	By:
	day of, 20
	By: Greg Chavarria, City Manager
	Greg Chavarria, City Manager
	day of, 20
	ATTEST:
	David R. Soloman, City Clerk
	Approved as to form: Alain Boileau, City Attorney
	Ву:
	Kimberly Cunningham Mosley Assistant City Attorney
STATE OF FLORIDA: COUNTY OF BROWARD:	
	knowledged before me by means of \square physical presence
or □ online notarization thisd as Mayor of the City of Fort Lauderdale, (SEAL)	ay of, 20, by Dean J. Trantalis a municipal corporation of Florida
(82.12)	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 ack	nowledged	before me by means of \square physical prese	ence
or □ online notarization, this			
Chavarria, as City Manager of the City of	Fort Laude	erdale, a municipal corporation of Florida	a.
(SEAL)	(Notary Public, State of Florida (Signature of Notary taking Acknowledgment)	
		Name of Notary Typed, Printed or Stamped	
]	My Commission Expires:	

EXHIBIT A

Subleased Premises

SCHEDULE 2



McLAUGHLIN ENGINEERING COMPANY LB#285

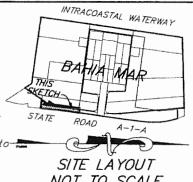
Schedule 2

ENGINEERING * SURVEYING * PLATTING * LAND PLANNING 1700 N.W. 64th STREET, SUITE 400, FORT LAUDERDALE, FLORIDA 33301 PHONE (954) 763–7611 * FAX (954) 763–7615

SKETCH AND DESCRIPTION MARINA VILLAGE PARCEL BAHIA MAR SHEET 1 OF 2 SHEETS

LEGAL DESCRIPTION:

A portion of Parcels 2 and 33, and portions of those certain 10.00 foot Walkways adjacent to and within said Parcels, BAHIA MAR, according to the plat thereof, as recorded in Plat Book 35, Page 39, of the public records of Broward County, Florida, more fully described as follows:



NOT TO SCALE

Beginning at the Southeast corner of said Parcel 33, being a point on the West right-of-way line of State Road A-1-A and a point on a curve; thence Northerly on said East line and West right-of-way line and also on said curve to the left, whose radius point bears North 85'29'59" West, with a radius of 2881.35 feet, a central angle of 00°24'15", an arc distance of 20.32 feet to a point of tangency, thence North 04°05'46" East, on said East line and West right-of-way line, a distance of 50.00 feet to a point of curve; thence Northerly on said East line and West right-of-way line, being a curve to the right, with a radius of 2939.35, a central angle of 03'56'08", an arc distance of 201.91 feet to a point of tangency, thence North 08'01'55" East, on said East line and West right-of-way line, a distance of 183.25 feet; thence North 81'58'05" West, a distance of 53.10 feet; thence South 08'08'19" West, a distance of 313.39 feet; thence South 3415'43" West, a distance of 60.82 feet; thence South 81'51'50" East, a distance of 29.26 feet; thence South 07'15'43" West, a distance of 14.94 feet; thence South 35'18'52" West, a distance of 81.26 feet; thence South 81.57.59" East, on the South line of said Parcel 33, a distance of 100.04 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Fort Lauderdale, Broward County Florida and containing 27,321 square feet or 0.6272 acres more or less.

NOTES

- 1) This sketch reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights—of—way of record by McLaughlin Engineering Company.
- 2) Legal description prepared by McLaughlin Engineering Co.
- 3) This drawing is not valid unless sealed with an embossed surveyors seci
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Bearings shown assume the North line of plat (35/39), as South 81°58'05" East.

CERTIFICATION	CFR	TIFICA	TION
OLIVIII IOMIIOIY	JL1	III IUA	11014

Certified Correct. Dated at Fort Lauderdale, Florida this 8th day of August, 2019. Revised Title this 27th day of August, 2020.

McLAUGHLIN ENGINEERING COMPANY

JERALD A. MACAUGHLIN Registered Land Surveyor No. 5269 State of Florida.

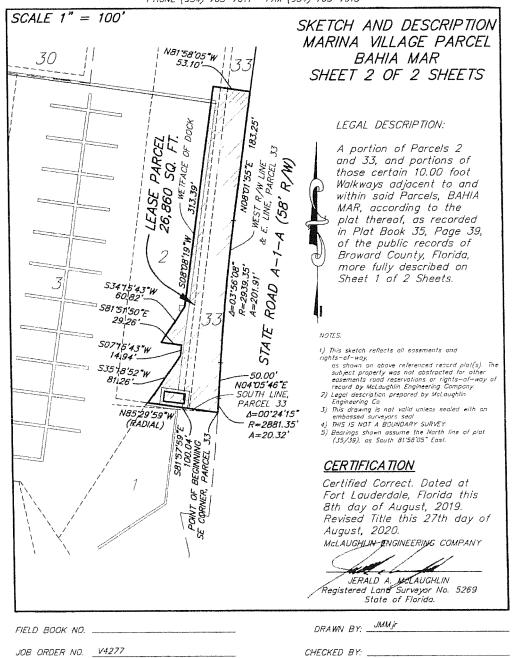
FIELD BOOK NO.		DRAWN BY: JMMJ
JOB ORDER NO.	V4277	CHECKED BY:
	REF. DWG.: A-20(14)	C:\JMMjr/2019/V4277 (MARINA)



McLAUGHLIN ENGINEERING COMPANY LB#285

Schedule 2

ENGINEERING * SURVEYING * PLATTING * LAND PLANNING 1700 N.W. 64th STREET, SUITE 400, FORT LAUDERDALE, FLORIDA 33301 PHONE (954) 763-7611 * FAX (954) 763-7615



REF. DWG .: A-20(14)

C: \JMMjr/2019/V4277 (MARINA)

Instr# 118559366, Page 1 of 8, Recorded 12/07/2022 at 04:26 PM

Broward County Commission Deed Doc Stamps: \$0.70

EXHIBIT B

Easement

07-PE.13-07/18

This instrument prepared under the direction of:

Elizabeth S. Quintana, Esq. SQ District Four Assistant General Counsel

Legal Description prepared by:

Jerald A. McLaughlin P.S.M. (11/11/2022)

McLaughlin Engineering Company Parcel No. 895.1 Document prepared by: Item/Segment No. 4413231

Cochise Wadley (12/01/2022) Section: 86180-Maint (3)

Florida Department of Transportation Managing District:

Right of Way Production Services S.R. No. A1A (Seabreeze Blvd)

3400 W. Commercial Boulevard County: Broward

Fort Lauderdale, Florida 33309

PERPETUAL EASEMENT

THIS PERPETUAL EASEMENT Made this 6th day of December, 20 22, by the CITY OF FORT LAUDERDALE, a municipality of the State of Florida, whose address is: 100 N Andrews Ave, Ft Lauderdale, FL 33301, Grantor, to the STATE OF FLORIDA **DEPARTMENT OF TRANSPORTATION**, its successors and assigns, Grantee, with the joinder and consent of RAHN BAHIA MAR L.L.C., a Delaware limited liability company ("Rahn") and with the joinder and consent of and TRR BAHIA MAR MARINA VILLAGE, LLC, a Florida limited liability company ("TRR").

WITNESSETH: That the Grantor for and in consideration of the sum of One Dollar and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the Grantee, its successors and assigns, a perpetual and exclusive easement for right of way or public road purposes in, over, under, upon and through said described property; together with the right to enter upon said property and maintain a public road thereon with all such fills, cuts, drains, ditches, access, ingress and egress and other incidences necessary or convenient in connection therewith, for the following described land in Broward County, Florida, viz:

(More particularly described in the sketch and legal description attached hereto)

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name by its City Manager, as authorized by that certain Master Lease between the parties which was affirmed by the Resolution by the City Commission on NA, and its seal to be hereto affixed, attested by its City Clerk, the date first above written.

ATTEST: Print Name: Dans Solvers Clerk (or Deputy Clerk)	CITY OF FORT LAUDERDALE, a municipality of the State of Florida By Its Board of City Commissioners By: Print Name: GREG CHOVANICA Its City Manager
APPROVED AS TO FORM AND LEGAL SUFFICIENCY By:	(Official Seal)
STATE OF FLORIDA) SS: COUNTY OF BROWARD) The foregoing instrument was acknowledge or online notarization, this day of December of the City of Fort Laude who is personally known to me or who has produidentification.	
(SEAL)	Notary Public Printed or stamped name of Notary Public My Commission Expires:

JOINDER

RAHN BAHIA MAR L.L.C., a Delaware limited liability company, as the tenant of that certain Master Lease between RAHN BAHIA MAR L.L.C. and the City of Fort Lauderdale, a municipal corporation dated April 13, 2022 recorded in Instrument No. 118135051 of the public records of Broward County Florida ("Master Lease") joins in this Perpetual Easement to consent and agree to the grant of the Perpetual Easement by the Grantor in favor of the Grantee and to agree that its interest under such Master Lease is subordinate to such Perpetual Easement.

By: Somerstin, V.P.

STATE OF FLORIDA

COUNTY OF broward

SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of physical presence or □ online notarization, by of RAHN BAHIA MAR L.L.C., a Delaware limited liability company, who is personally known to me or who has produced

as identification.

WITNESS my hand and official seal in the County and State last aforesaid this

Jean bu , 2022.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:



JOINDER

The undersigned TRR BAHIA MAR MARINA VILLAGE, LLC, a Florida limited liability company, as the subtenant under that certain unrecorded Sublease and Easement Agreement between RAHN BAHIA MAR L.L.C, and TRR BAHIA MAR MARINA VILLAGE, LLC dated February 11, 2022 ("Marina Village Sublease") joins in this Perpetual Easement to consent and agree to the grant of the Perpetual Easement by the Grantor to Grantee and agree that it's interest in the Marina Village Sublease is subordinate to such Perpetual Easement.

By: Somerstein, V.P.

STATE OF Florida

COUNTY OF Mouland

SS:

has produced

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of physical presence or □ online notarization, by of TRR BAHIA MAR MARINA VILLAGE, LLC, a Florida limited liability company, who is personally known to me or who

as identification.

WITNESS my hand and official seal in the County and State last aforesaid this day

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

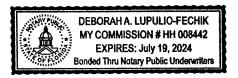


EXHIBIT C Easement Area



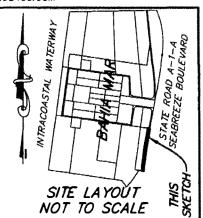
McLAUGHLIN ENGINEERING COMPANY LB#285

ENGINEERING * SURVEYING * PLATTING * LAND PLANNING 1700 N.W. 64th STREET, SUITE 400, FORT LAUDERDALE, FLORIDA 33309 PHONE (954) 763-7611 * EMAIL: INFO@MECO400.COM

SKETCH AND DESCRIPTION 21' RIGHT—OF—WAY EASEMENT MARINA VILLAGE BAHIA MAR SHEET 1 OF 2 SHEETS

LEGAL DESCRIPTION:

A portion of Parcel 33, BAHIA MAR, according to the plot thereof, as recorded in Plot Book 35, Page 39, of the public records of Broward County, Florida, more fully described as follows:



Beginning at the Southeast corner of said Parcel 33, being o point on the West right-of-way line of Stote Rood A-1-A (Seabreeze Boulevard) and a point on o curve; thence Northerly on said East line and West right-of-way line and also on said curve to the left, whose radius point bears North 85'29'59" West, with a radius of 2881.35 feet, a central angle of 00'24'15", an arc distance of 20.32 feet to a point of tangency; thence North 04'05'46" East, on said East line and West right-of-way line, a distance of 50.00 feet to a point of curve; thence Northerly on said East line and West right-of-woy line, being a curve to the right, with o radius of 2939.35, a central angle of 03'56'08", on arc distance of 201.91 feet to a point of tangency; thence North 08'01'55" East, on soid Eost line and West right-of-way line, o distance of 159.54 feet; thence North 81'41'38" West, on the Easterly extension of the wetface on existing concrete seawall cap, a distance of 21.00 feet to a point on a line 50.00 feet West of and parallel with the centerline of said State Road A-1-A (Seabreeze Boulevard); thence Southerly on said parallel line the following four (4) courses and distances; 1) thence South 08'01'55" West, West, a distance of 159.54 feet to a point of curve; 2) thence Southerly on said curve to the left, with a radius of 2960.35 feet, a central angle of 03'56'09", an arc distance of 203.35 feet to a point of tangency; 3) thence South 04'05'46" West, o distance of 50.00 feet to a point of curve; 4) thence Southerly on said curve to the right, with a radius of 2860.35 feet, a central angle of 00'2'45", an arc distance of 18.94 feet to the end of soid four (4) courses and distances; thence South 81'57'59" East, on the South line of said Parcel 33, o distance of 21.04 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Fort Lauderdale, Broward County Florida and containing 9,609 square feet or 0.2082 acres more or less.

NOTES:

- There are no other Easements or Right—of—Way of record affecting this property, except as shown per GreenSpoon Marder, LLP Attorney's Opinion of Title, dated September 22, 2022.
- 2) Legal description prepared by McLaughlin Engineering Co.
- This drawing is not valid unless sealed with an appropriate surveyors seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Bearings shown assume the South line of Parcel 33 (35/39), as North 81°57'59" West.

CERTIFICATION

Certified Correct. Dated at Fort Lauderdale, Florida this 11th day of November, 2022.

MOLAUBALIN ENGINEERING COMPANY

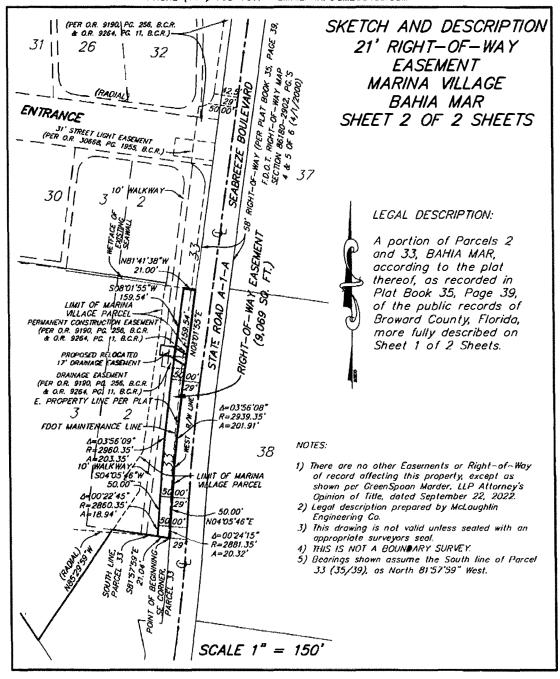
NERALD A. MALAUGHLIN Registered Land Surveyor No. 5269 State of Florida.

FIELD BOOK NO.	REF. DWG.: A-20(14)	DRAWN BY:	
JOB ORDER NO.	V-6476, V-7409	CHECKED BY:	
C: \JMMjr\202	1\V6476 (RW EASE)\dwg\BAHIA	MAR VILLAGE (2022 EASEMENTS), dwg	11/11/2022



McLAUGHLIN ENGINEERING COMPANY LB#285

ENGINEERING * SURVEYING * PLATTING * LAND PLANNING 1700 N.W. 64th STREET, SUITE 400, FORT LAUDERDALE, FLORIDA 33309 PHONE (954) 763-7611 * EMAIL: INFO@MECO400.COM



FIEL	D 800K	NO.	<u>REF. DWG.</u>	: A-20(14)	_	DRAWN	BY:	J.MM J	
JOB	ORDER	NO.	V-6476.V	1-7409		CHECKED	8Y:		, , , , , , , , , , , , , , , , , , , ,
C:	\JMM jr	\202	?1\V6476	(RW EASE)\dwg\BA	HIA MAR	VILLAGE (202	2 E	EASEMENTS).dwg	11/11/2022

EXHIBIT D

AMENDMENT NUMBER EIGHTEEN (18) TO DISTRICT FOUR (4) STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LANDSCAPE INCLUSIVE MAINTENANCE MEMORANDUM OF AGREEMENT FOR STATE ROAD A1A (with attachments)

(EXHIBIT D TO FOLLOW)

EXHIBIT D

SECTION No(s).: 86180000 S.R. No.: A1A

PERMIT No: 2022-L-491-00003

COUNTY: BROWARD

AMENDMENT NUMBER EIGHTEEN (18) TO DISTRICT FOUR (4) STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LANDSCAPE INCLUSIVE MAINTENANCE MEMORANDUM OF AGREEMENT FOR STATE ROAD A1A

THIS AMENDMENT Number Eighteen (18) 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 .
WITNESSETH
WHEREAS , the parties entered into the Landscape Inclusive Maintenance of Agreement dated, January 31, 2008 for the purpose of maintaining the landscape and hardscape mprovements by the AGENCY on State Road A1A; and,
WHEREAS, the DEPARTMENT and the AGENCY have agreed to add additional andscape and hardscape improvements, including pedestrian lighting, 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 as Exhibit D 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:
 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 (Seabreeze Boulevard) from MP 2.396 to MP 2.487 in accordance with the plans attached as Exhibit "B" .

"C" attached hereto:

2. The AGENCY shall agree to maintain the additional landscape improvements, including pedestrian lighting, described above, in accordance with the Maintenance Plan, **Exhibit**

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 - Improvements Maintenance Boundaries

Exhibit B - Landscape Improvement Plans and Lighting Plans

Exhibit C - Maintenance Plan for Landscape and Hardscape Improvements

Exhibit D - Resolution

In Witness whereof, the parties hereto	have executed with this Amendment effective
theday year written and ap	proved.
CITY OF FORT LAUDERDALE, through its CITY COMMISSIONERS	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
By: Dean J. Trantalis, Mayor	By:Steven C. Braun, P.E. Transportation Development Director
day of, 2022	Date
Greg Chavarria, City Manager	Attest:Executive Secretary
Approved as to form: Alain E. Boileau, City Attorney	Legal Review
Kimberly Cunningham Mosley	Office of the General Counsel Date
Assistant City Attorney ATTEST:	
David R. Soloman, City Clerk (SEAL)	

SECTION No(s).: 86180000 S.R. No.: A1A

PERMIT No: 2022-L-491-00003

COUNTY: BROWARD

EXHIBIT A

IMPROVEMENTS MAINTENANCE BOUNDARIES

I. PERMIT PROJECT MAINTENANCE LIMITS:

Section Number 86180000

State Road A1A (Seabreeze Boulevard) from MP 2.396 to MP 2.487

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

From State Road 5 (US 1) M.P. 0.000 (Section 86180000) 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)

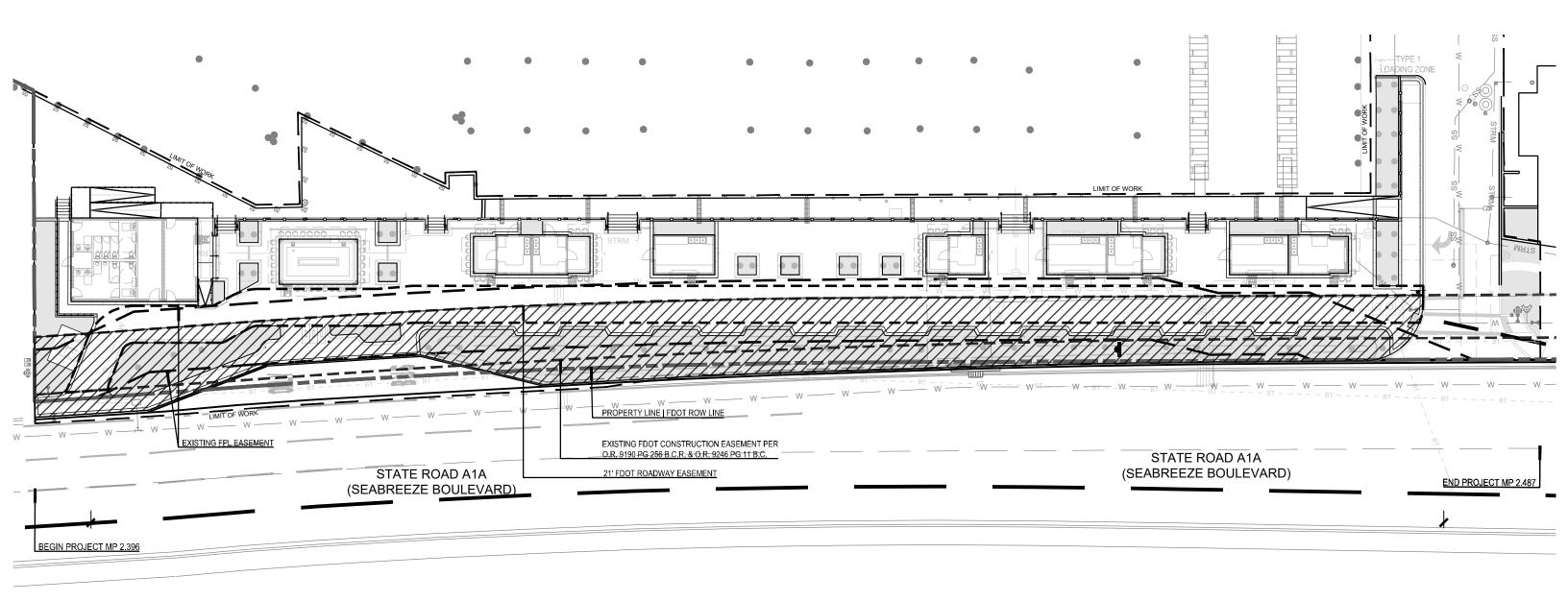
Northbound One Way / Seabreeze Blvd / 17th Street Causeway (Section 86180000): M.P. 0.000 (State Road 5) (US 1) to M.P. 2.964 (State Road 842) (Las Olas Boulevard)

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 MAINTENANCE BOUNDARY LIMITS MAP:

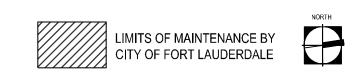
Please See Attached

*All limits of the original agreement and amendments shall apply



LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARY MAP

CITY OF FORT LAUDERDALE STATE ROAD A1A (SEABREEZE BLVD) FDOT PERMIT 2022-L-491-00003 OCTOBER 11, 2022



SECTION No(s).: 86180000 S.R. No.: A1A

PERMIT No: 2022-L-491-00003

COUNTY: BROWARD

EXHIBIT B

LANDSCAPE IMPROVEMENT PLANS AND LIGHTING 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: Jeff Suiter, RLA

EDSA

September 23, 2022

And

Edward J. Kranz, PE Feller Engineering February 15, 2021

BAHIA MAR MARINA VILLAGE

801 SEABREEZE BLVD.

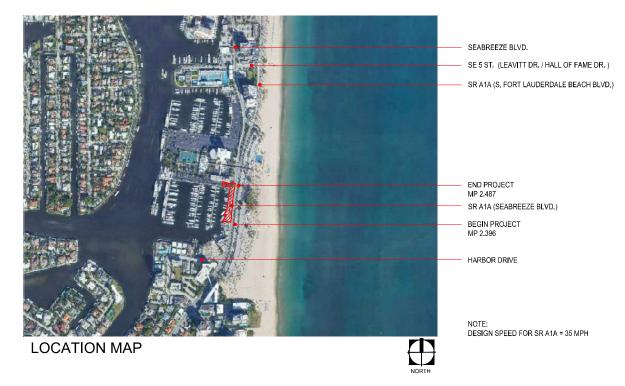
LANDSCAPE ARCHITECTURE **CONSTRUCTION DOCUMENTS ISSUE FOR PERMIT**

JANUARY 7, 2021

PREPARED FOR: TRR BAHIA MAR LLC

1175 NE 125 STREET, SUITE 102 NORTH MIAMI, FL 33161





SHEET INDEX

Sheet Number	Sheet Title		
L0-0-00	COVER SHEET	L3-4-05	HARDSCAPE DETAILS - SECTIONS
L0-1-01	OVERALL PLAN	L3-5-01	HARDSCAPE SCHEDULE
- L1-1-01	TREE DISPOSITION PLAN	L5-0-01	LANDSCAPE NOTES
L3-1-01	HARDSCAPE PLAN	L5-1-01	TREE PLAN AND SCHEDULE
L3-1-02	HARDSCAPE PLAN	L6-1-01	SHRUB PLAN AND SCHEDULE
L3-4-01	HARDSCAPE DETAILS-PAVING	L6-4-01	LANDSCAPE DETAILS
-L3 4 02	HARDSCAPE DETAILS WALLS AND STAIRS	L7-2-01	IRRIGATION PLAN
-L3-4-03	HARDSCAPE DETAILS - RAILS AND CATE	L7-3-01	IRRIGATION LEGEND, NOTES & DETAILS
L3-4-04	HARDSCAPE DETAILS - FURNISHINGS	- L9-1-01	FURNITURE PLAN

CONSULTANTS

ENVIRONMENTAL CONSULTANT THE CHAPPELL GROUP INC. 714 EAST MCNAB ROAD POMPANO BEACH, FL 33060

FELLER ENGINEERING 500 NE THIRD AVENUE FORT LAUDERDALE, FLORIDA 33301

CIVIL ENGINEER KIMLEY HORN ASSOCIATES 615 SOUTH CONGRESS AVENUE DELRAY BEACH, FL 33445



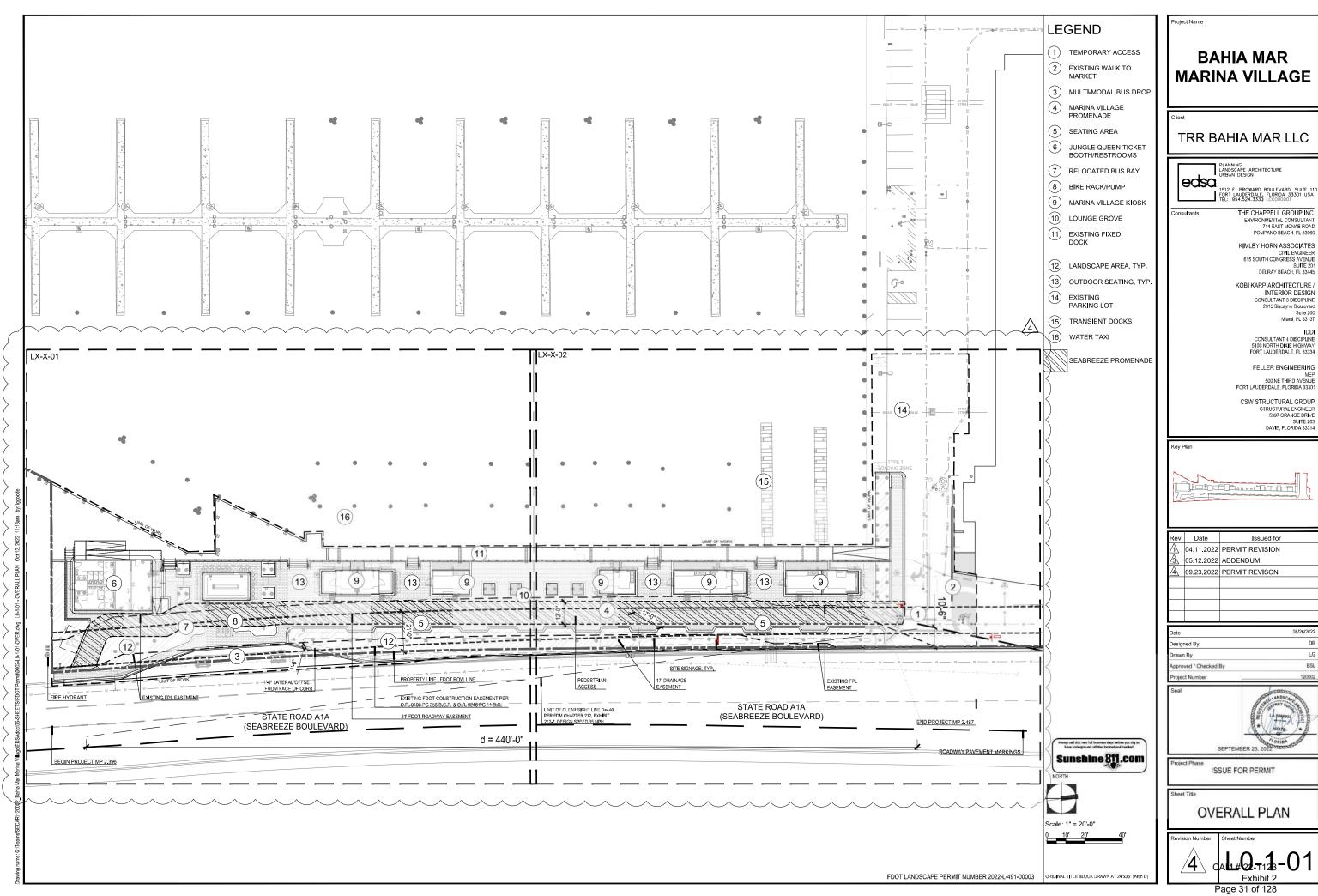
PLANNING LANDSCAPE ARCHITECTURE URBAN DESIGN

STRUCTURAL ENGINEER CSW STRUCTURAL GROUP 5397 ORANGE DRIVE SUITE 203 DAVIE, FLORIDA 33314

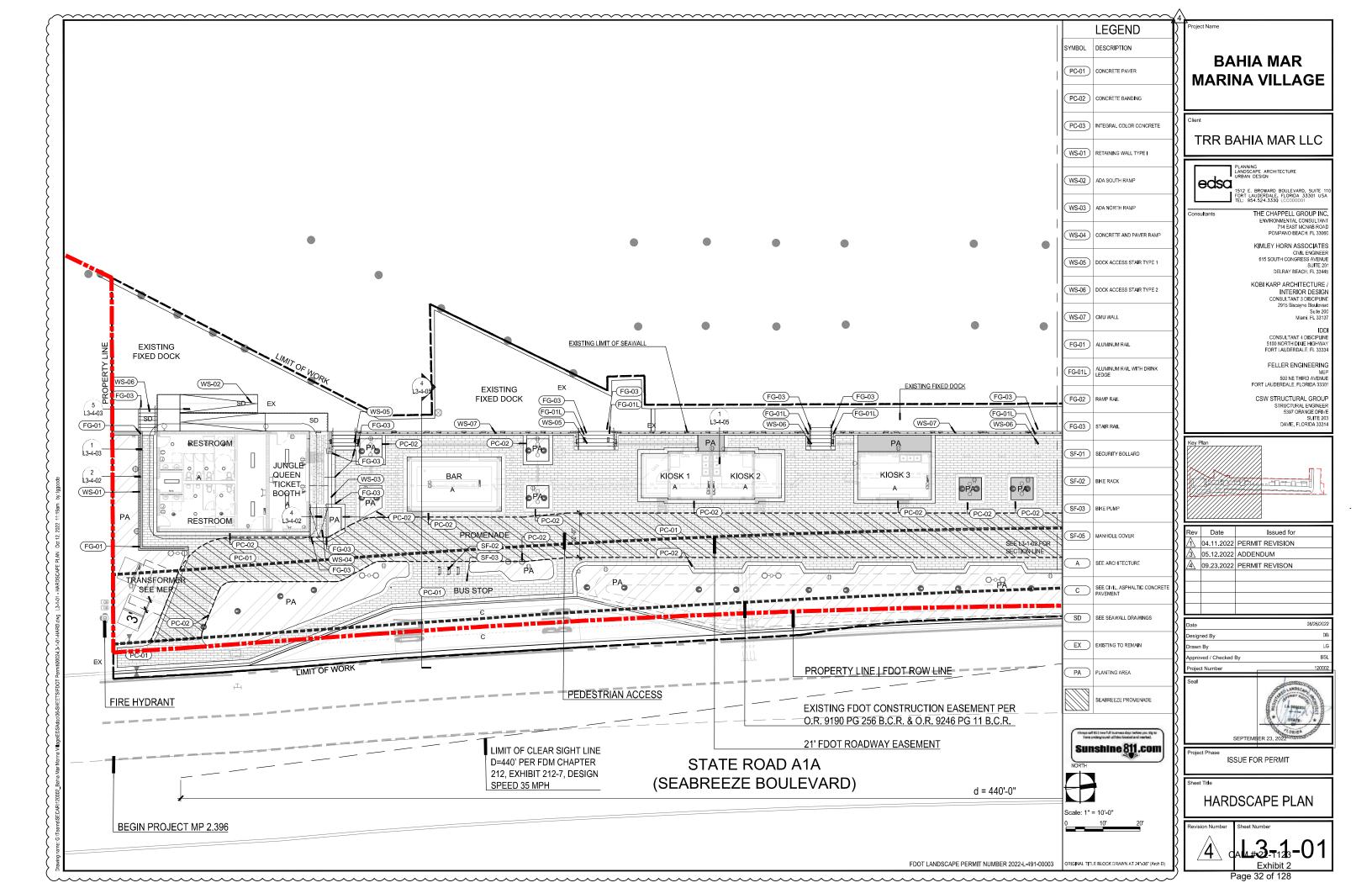
ARCHITECT KOBI KARP ARCHITECTURE / INTERIOR DESIGN 2915 Biscayne Bloulevard Miami, FL 33137

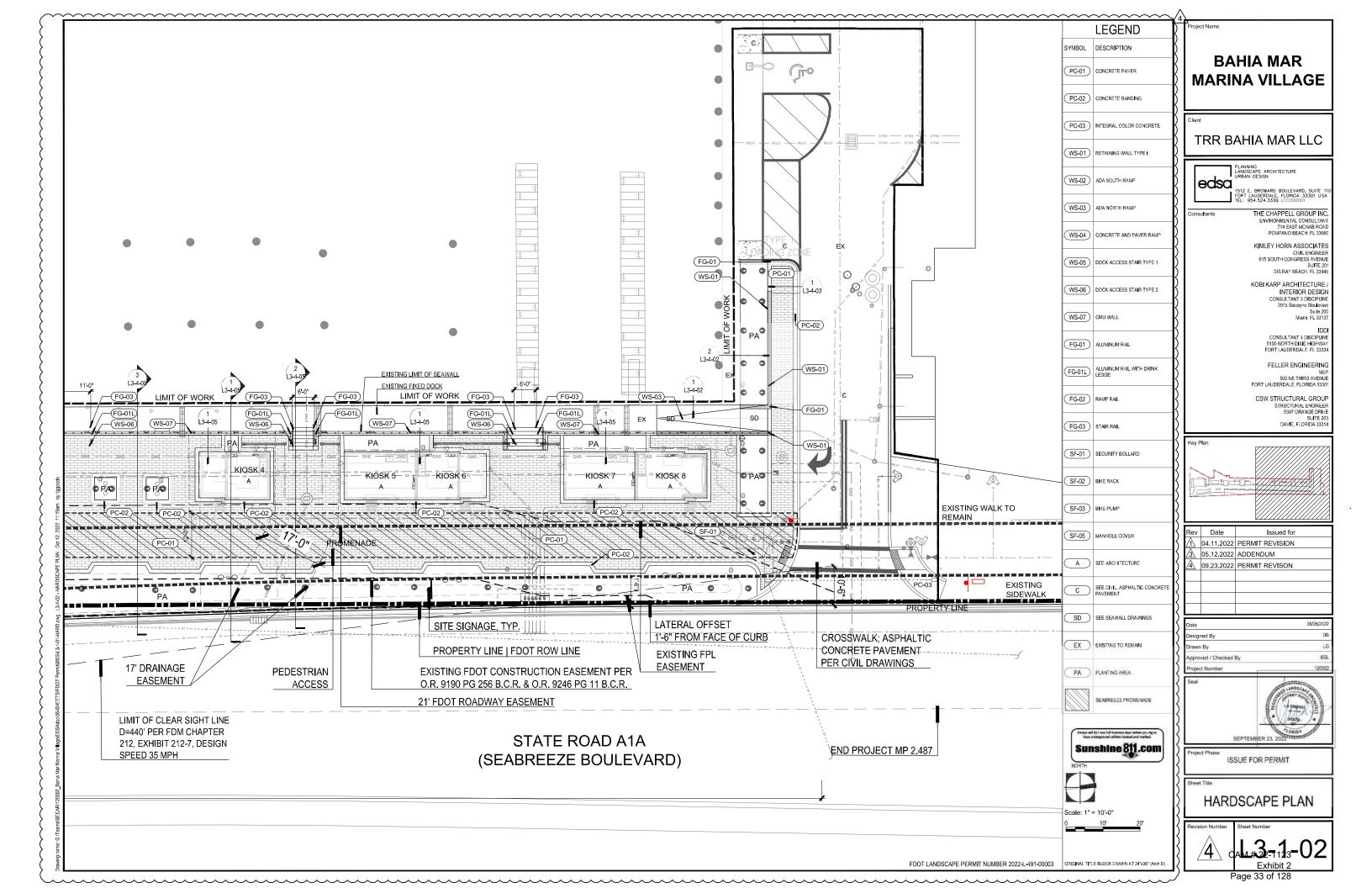
INTERIOR DESIGN

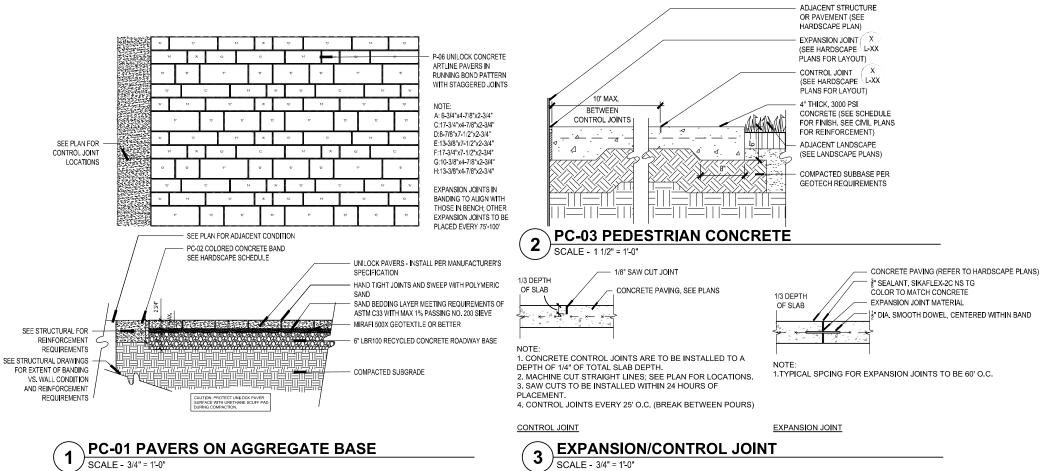
5100 NORTH DIXIE HIGHWAY FORT LAUDERDALE, FL 33334



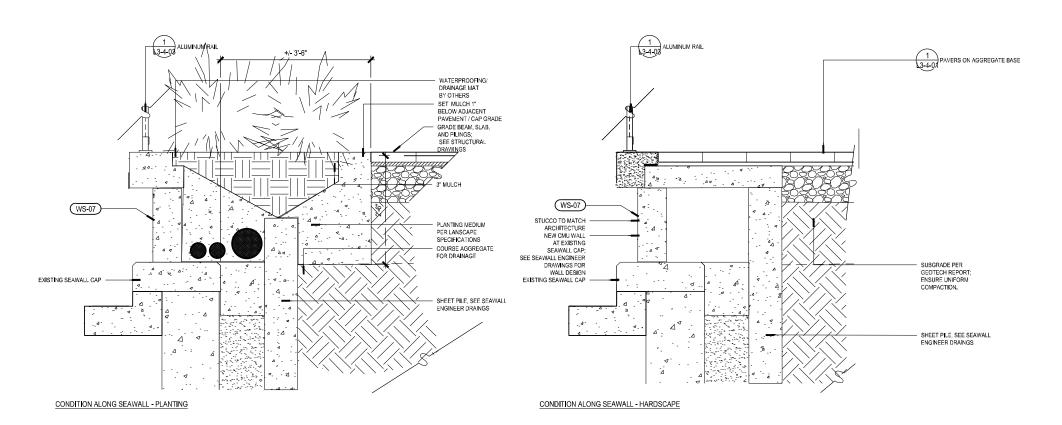
\triangle	04.11.2022	PERMIT REVISION
<u> </u>	05.12.2022	ADDENDUM
<u> </u>	09.23.2022	PERMIT REVISON











TRR BAHIA MAR LLC edsa THE CHAPPELL GROUP INC ENVIRONMENTAL CONSULTANT 714 EAST MCNAB ROAL POMPANO BEACH, FL 3306 KIMLEY HORN ASSOCIATES CIVIL ENGINEER 615 SOUTH CONGRESS AVENUE DELRAY BEACH, FL 3344 KOBI KARP ARCHITECTURE INTERIOR DESIGN CONSULTANT 3 DISCIPLINE 2915 Biscayne Bloulevard Miami, FL 3313 CONSULTANT 4 DISCIPLINE 5100 NORTH DIXIE HIGHWAY FORT LAUDERDALE, FL 33334 FELLER ENGINEERING 500 NE THIRD AVENU FORT LAUDERDALE, FLORIDA 3330

CSW STRUCTURAL GROUP

STRUCTURAL ENGINEE 5397 ORANGE DRIV

SUITE 20: DAVIE, FLORIDA 3331

BAHIA MAR

MARINA VILLAGE

Rev	Date	Issued for
\triangle	04.11.2022	PERMIT REVISION
<u> 3</u>	05.12.2022	ADDENDUM
<u></u>	09.23.2022	PERMIT REVISON

Date	08/26/2022
Designed By	DB
Drawn By	LG
Approved / Checked By	BSL
Project Number	120002

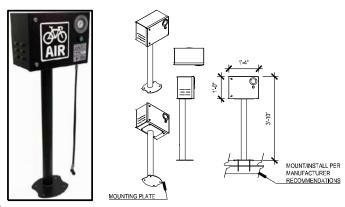
ISSUE FOR PERMIT

HARDSCAPE DETAILS **PAVING**

Exhibit 2 Page 34 of 128

WS-07 NEW CMU WALL AT EXISTING SEAWALL CAP SCALE - 1" = 1'-0"

SF-01 SECURITY BOLLARD SCALE - NTS



PUMPS ON SITE TO PROVIDE FREE AIR MANUFACTURER: BIKE FIXATION LLC 2647 37th AVE S, UNIT 1 MINNEAPOLIS, MN 55406 USA STYLE: LAG BOLT DEPTHS TO REACH SUB-SLAB

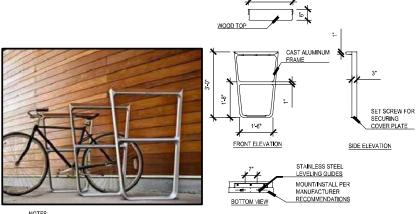
3) SF-03 ELECTRIC BIKE PUMP SCALE - 1/2" = 1'-0"



DECORATIVE COVER INTENDED FOR ANY UTILITY COVER WITHIN HARDSCAPE AREAS (DECKING OR PAVERS), FILL MATERIAL SHALL MATCH THE SURROUNDING HARDSCAPE MATERIAL.

MANUFACTURER: WUNDERCOVER 3432 DENMARK AVE, STE 214 EAGAN, MN 55123 USA

SF-05 DECORATIVE MANHOLE COVER SCALE - NTS



NOTES

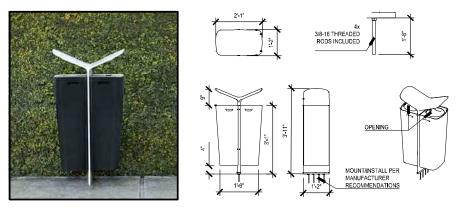
1. BIKE RACK USE TO BE SUPPORTED WITH INFORMATIONAL SIGNAGE.

2. MANUFACTURER'S INFORMATION: LANDSCAPE FORMS, 4311 LAWINDALE AVE, KALAMAZOO, MI, 49948

3. STYLE: MUIT IPILCITY BIKE RACK, 24"w X 6"d X 36"h, 34LB

4. MEETS APBP GUIDELINES 5. EACH RACK SUPPORTS 2 BICYCLES (PURSUANT TO APBP GUIDELINES)

SF-02 BIKE RACK SCALE - 1/2" = 1'-0"

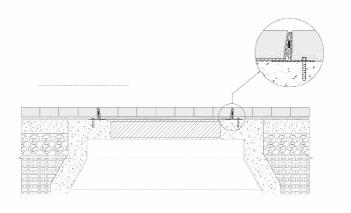


NOTES:

MANUFACTURER; LANDSCAPE FORMS, 431 LAWNDALE AVENUE, KALAMAZOO, MI 49048
PHONE: 800-821-2546 www.landscapeforms.com

STYLE: MULTIPLICITY DOUBLE LITTER, EMBED MOUNT

SF-04 TRASH RECEPTACLE - DETAIL REMOVED SCALE - NTS



BAHIA MAR MARINA VILLAGE

TRR BAHIA MAR LLC

edsa

THE CHAPPELL GROUP INC ENVIRONMENTAL CONSULTAN 714 EAST MCNAB ROAL POMPANO BEACH, FL 3306

KIMLEY HORN ASSOCIATES

CIVIL ENGINEER 615 SOUTH CONGRESS AVENUE SUITE 20 DELRAY BEACH, FL 3344

KOBI KARP ARCHITECTURE INTERIOR DESIGN CONSULTANT 3 DISCIPLINE 2915 Biscayne Bloulevard Suite 200 Miami, FL 33137

CONSULTANT 4 DISCIPLINE 5100 NORTH DIXIE HIGHWAY FORT LAUDERDALE, FL 33334

FELLER ENGINEERING

500 NE THIRD AVENUE FORT LAUDERDALE, FLORIDA 33301

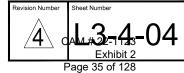
CSW STRUCTURAL GROUP STRUCTURAL ENGINEER 5397 ORANGE DRIVI SUITE 20: DAVIE, FLORIDA 3331

Rev	Date	Issued for
<u>1</u>	04.11.2022	PERMIT REVISION
3	05.12.2022	ADDENDUM
<u> </u>	09.23.2022	PERMIT REVISON

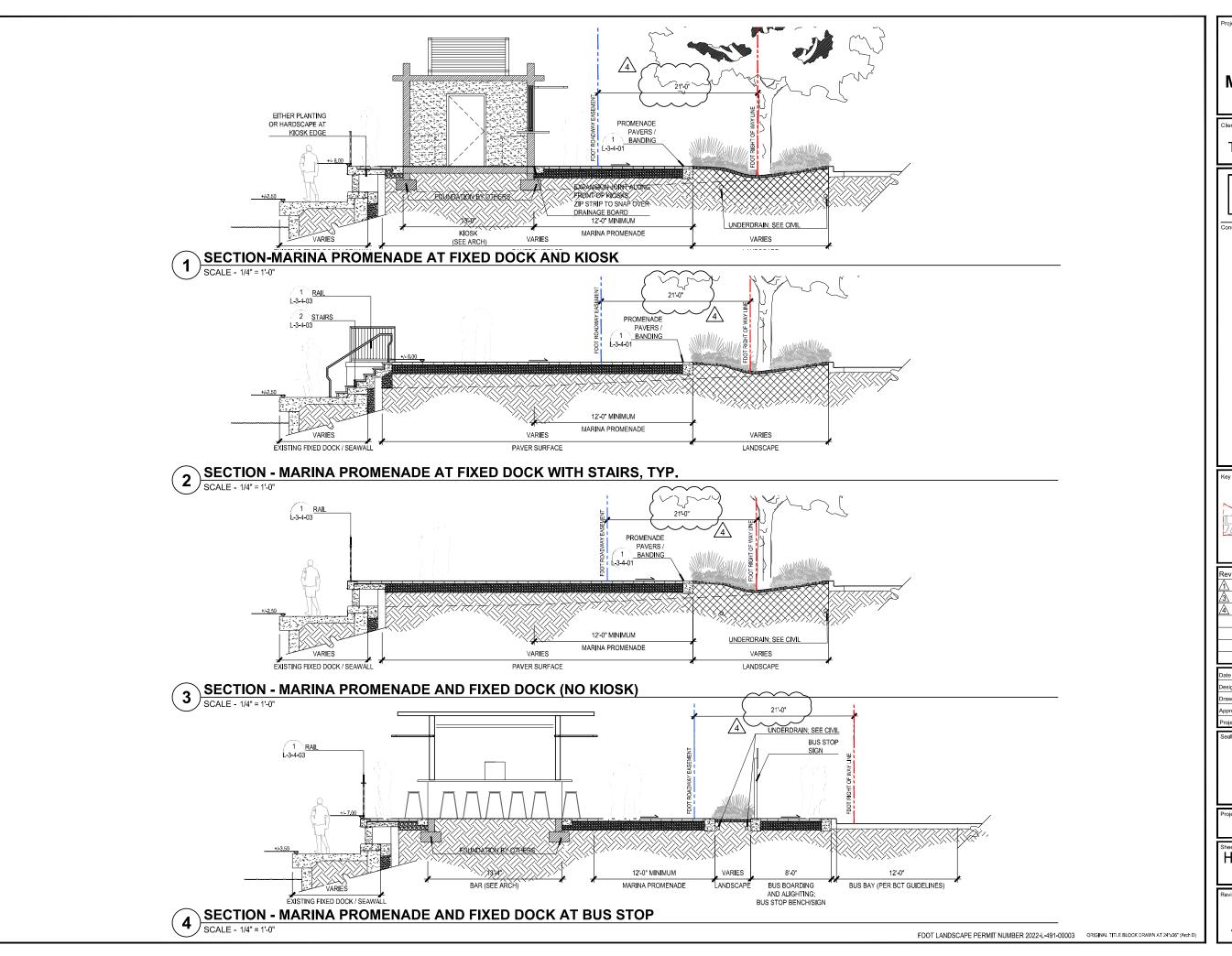
Date	08/26/2022
Designed By	DB
Drawn By	LG
Approved / Checked By	BSL
Project Number	120002

ISSUE FOR PERMIT

HARDSCAPE DETAILS -**FURNISHING AND SECTION**



FDOT LANDSCAPE PERMIT NUMBER 2022-L-491-00003 ORIGINAL TITLE BLOCK DRAWN AT 24"x36" (Arch D)



BAHIA MAR MARINA VILLAGE

TRR BAHIA MAR LLC



THE CHAPPELL GROUP INC ENVIRONMENTAL CONSULTAN 714 EAST MCNAB ROAL POMPANO BEACH, FL 3306

KIMLEY HORN ASSOCIATES

CIVIL ENGINEER 615 SOUTH CONGRESS AVENUE SUITE 20 DELRAY BEACH, FL 3344

KOBI KARP ARCHITECTURE / INTERIOR DESIGN CONSULTANT 3 DISCIPLINE 2915 Biscayne Bloulevard

CONSULTANT 4 DISCIPLINE 5100 NORTH DIXIE HIGHWAY FORT LAUDERDALE, FL 33334

FELLER ENGINEERING

500 NE THIRD AVENUE FORT LAUDERDALE, FLORIDA 33301 CSW STRUCTURAL GROUP

STRUCTURAL GROOF STRUCTURAL ENGINEER 5397 ORANGE DRIVE SUITE 203 DAVIE, FLORIDA 33314



Rev	Date	Issued for
\triangle	04.11.2022	PERMIT REVISION
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<u> </u>	09.23.2022	PERMIT REVISON

Date	08/26/2022
Designed By	DB
Drawn By	LG
Approved / Checked By	BSL
Poste et Nicoshan	120002



ISSUE FOR PERMIT

HARDSCAPE DETAILS -**SECTIONS**

Exhibit 2

WS - W	ALLS / S	STAIR	S None w/i FDOT ri	ght-of-way	/
SYMBOL	ITEM	DETAIL	DESCRIPTION	SOURCE	NOTES
(WS-01)	REATINING WALL TYPE 1	2 / L3-4-02	INTEGRAL COLOR CONCRETE STEPS COLOR FRENCH GRAY FINISH SANDBLAST	LM SCOFIELD SCOTT TRAVIS PHONE: (689) 219-9909 TRAVIS-SCOTT@US-SIKA,COM WWW.SCOFIELD.COM	
W\$-02	SOUTH ADA RAMP	5 / L3-4-03	CAST IN PLACE CONRETE RAMP, COLOR AND FINISH: - STANDARD GRAY CONCRETE - FINISH: SPONGE		
WS-03	NORTH ADA RAMP	1 / L3-4-02	CAST IN PLACE CONNETE RAMP. COLOR AND FNISH: - STANDARD GRAY CONCRETE - FINISH SPONGE		
WS-04	CONCRETE AND PAVER RAMP	4/L3-4-02	CAST IN PLACE CONRETE RAMP WITH CONCRETE PLANK PAVERS AND BANDING. COLOR AND FINISH: CONCRETE PLANK PAVERS IN ARTLINE PATTERN 33% WINTER MARYLE 33% FRENCH GRAY - 33% MORENT SKY		
(WS-05)	DOCK ACCESS STAIR TYPE 1	3 / L3-4-03	CONCRETE STEPS WITH PRECAST TREAD PAVER AND RISERS FINISH PRECAST CONCRETE TO MATCH FINISH OF WS-03 STARRS COLOR PRECAST CONCRETE TO MATCH COLOR OF WS-03 STARRS SIZE: - TREAD: 13.5" L x 24" W x 1.5" D - RISER 5.5" L x 24" W x 1.5" D		
(WS-06)	DOCK ACCESS STAIR TYPE 2	2 / L3-4-03	CONCRETE STEPS WITH PRECAST TREAD PAVER AND RISERS FINISH PRECAST CONCRETE TO MATCH FINISH OF VIS-03 STARRS COLOR, PRECAST CONCRETE TO MATCH COLOR OF WS-03 STARS SIZE: - TREAD: 13,5° L x 24" W x 1,5° D - RISER 4,5° L x 24" W x 1,5° D	DC KERCKHOFF LONARIO UZCATEGUI PHONE: (239) 597-7218 LEO@KERCKHOFFSTONE.COM WWW.KERCKHOFFSTONE.COM	
WS-07	CMU WALL	4 / L3-4-01	ONL WALL WITH PRE-DAST CONCRETE CAP FINISH STUCCO TO MATCH ARCHITECTURE COLOR STUCCO TO MATCH ARCHITECTURE CAP. PRE-CAST CONCRETE TO MATCH CONOR/FINISH OF PC-02 BANDING		

FG - FEN	FG - FENCES / GATES / RAJLINGS None w/i FDOT right-of-way					
SYMBOL	ITEM	DETAIL	DESCRIPTION	SOURCE	NOTES	
FG-01	ALUMINUM RAIL	1/L3-4-03	CAST ALUMINUM MTH 9/16" SS CABLES, COLOR: DARK BROWN ON BROWZE TO MATCH ARCHITECTURE FINASH: POWDER COAT		MANUFACTURER TO SUBMIT SHOP DRAWINGS FOR APPROVAL.	
FG-01L	ALUMINUM RAIL WITH DRINK LEDGE	1 / L3-4-03	CAST ALUMINUM MTH 318' SS CABLES. COLOR: DARK BROWN OR BROWZE TO MATCH ARCHTECTURE FINSH: POTATE COAT WOOD LEDGE: FINSH TO MATCH ARCHTECTURE		MANUFACTURER TO SUBMIT SHOP DRAWINGS FOR APPROVAL.	
FG-02	RAMP RAIL					
FG-03	STAIR RAIL	3 / L3-4-03	CAST ALUMINUM. COLOR: DARK BROWN OR BROWZE TO MATCH ARCHITECTURE POWDER COAT FINISH		MANUFACTURER TO SUBMIT SHOP DRAWINGS FOR APPROVAL.	

SF - SITE FURNISHINGS					
SYMBOL	ITEM	DETAIL	DESCRIPTION	SOURCE	NOTES
SF-01	SECURITY BOLLARD	1 / L3-4-04	STYLE: HELIO M30K4 SECURITY BOLLARD, SERIES 900 FNISH. POWDERCOAT COLOR: DARK BRONZE METALLIC TEXTURE TO MATCH ARCHITECTURE.	FORMS AND SURFACES WWW.FORMS-SURFACES.COM	SUBMIT CHIP SAMPLE FOR COLOR APPROVAL.
SF-02	BIKE RACK	2/L3-4-04	STYLE: MULTIPLICITY 24" W x 6" D x 36" H, 34 LB EACH RACK SUPPORTS (2) BICYCLES)	LANDSCAPE FORMS 4311 LAWNDALE AVE. KALAMAZOO, MI 49048 WWW.LANDSCAPE FORMS.COM	
SF-03	BIKE PUMP	3 / L3-4-04	ELECTRIC PUBLIC BIKE PUMP, PEDESTAL MOUNTED 120V. COLOR: BROWN RAL 8019 FINISH: POWDER COATED	SARIS INFRASTRUCTURE 2647 37TH AVE S, UNIT 1 MINNEAPOLIS, MN 55408	
SF-04	WASTE RECEPTACLE	4/L3-4-04	STYLE: MULTIPLICITY DOUBLE LETTER, EMBED MOUNT	LANDSCAPE FORMS 4311 LAWNDALE AVE. KALAMAZOO, MI 49048 WVW.LANDSCAPE FORMS.COM	CONTRACTOR TO SUBMIT PLAN LOCATIONS FOR LA & OWNER APPROVAL PRIOR TO INSTALLATION, QTY 10.
SF-05	MANHOLE COVER	5 / L3-4-04	STYLE: PAVER OR DECKING INLAY	WUNDERCOVERS 3432 DENMARK AVE, STE 214 EAGAN, MN 55123	TO BE COORDINATED WITH UTILITY COMPANIES FOR LABELS NEEDED.

Project Na

BAHIA MAR MARINA VILLAGE

Client

TRR BAHIA MAR LLC



PLANNING LANDSCAPE ARCHITECTURE URBAN DESIGN

1512 E. BROWARD BOULEVARD, SUITE 110 FORT LAUDERDALE, FLORIDA 33301 USA TEL: 954.524.3330 LCC000001

Consultants

THE CHAPPELL GROUP INC. ENVIRONMENTAL CONSULTANT 714 EAST MCNAB ROAD POMPANO BEACH, FL 33060

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KOBI KARP ARCHITECTURE / INTERIOR DESIGN CONSULTANT 3 DISCIPLINE 2915 Biscayne Blotdevard Sulte 200 Miami, FL 33137

IDDI CONSULTANT 4 DISCIPLINE 5100 NORTH DIXIE HIGHWAY FORT LAUDERDALE, FL 33334

FELLER ENGINEERING

MEP 500 NE THIRD AVENUE FORT LAUDERDALE, FLORIDA 33301

CSW STRUCTURAL GROUP STRUCTURAL ENGINEER 5397 ORANGE DRIVE SUITE 203 DAVIE, FLORIDA 33314



Rev	Date	Issued for
\triangle	04.11.2022	PERMIT REVISION
⅓	05.12.2022	ADDENDUM
<u> </u>	09.23.2022	PERMIT REVISON

Date	08/26/2022
Designed By	DB
Drawn By	LG
Approved / Checked By	BSL
Project Number	120002

Seal



ISSUE FOR PERMIT

Sheet Title

HARDSCAPE SCHEDULE

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AL#3-75-0'
Exhibit 2

GENERAL NOTES:

- 1. PRIOR TO PLANTING INSTALLATION, THE CONTRACTOR SHALL CONFIRM THE AVAILABILITY OF ALL THE SPECIFIED PLANT MATERIALS, THE CONTRACTOR SHALL SUBMIT DATED PHOTOGRAPHS OF ALL PLANT MATERIAL NOT TAGGED BY THE OWNERS REPRESENTATIVE TO THE OWNERS REPRESENTATIVE TO THE OWNERS REPRESENTATIVE FOR REVIEW PRIOR TO DELIVERY OF MATERIALS TO THE PROJECT. ALL PHOTOGRAPHS OF TREES AND PALMS SHALL HAVE A MEASURING DEVICE AND PERSON IN THE PHOTO FOR SCALE, NURSERY SOURCE, HEIGHT, WIDTH AND CALIPER OF PLANT MATERIAL SHALL BE INCLUDED WITH THE PHOTOGRAPH.
- 2. THE PLANT MATERIAL QUANTITIES SHOWN IN THE CONTRACT DOCUMENTS ARE FOR THE CONVENIENCE OF THE CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL PLANT MATERIAL QUANTITIES AND NOTIFYING THE OWNERS REPRESENTATIVE OF ANY DISCREPANCIES FOR CLARIFICATION PRIOR TO THE AWARD OF CONTRACT AND COMMENCEMENT O
- 3. THE OWNERS REPRESENTATIVE SHALL HAVE THE RIGHT AT ANY STAGE OF THE OPERATION TO REJECT ANY PLANT MATERIAL: THAT DO NOT COMPLY WITH THE REQUIREMENTS AS SPECIFIED HEREIN AND REQUIRE THE CONTRACTOR TO REPLACE TH REJECTED MATERIAL WITH MATERIAL MEETING THE SPECIFICATIONS, MAINTENANCE OF REPLACED MATERIAL SHALL CONTINUE UNTIL FINAL ACCEPTANCE
- 4. THE OWNERS REPRESENTATIVE MAY ADJUST THE LOCATIONS OF THE PLANT MATERIAL SHOWN ON THE PLANS TO
- 5. NO PLANT MATERIAL SUBSTITUTIONS SHALL BE MADE WITHOUT THE WRITTEN CONSENT OF THE OWNERS REPRESENTATIVE.
- THE INSTALLATION OF ALL PLANT MATERIALS SHALL COMPLY WITH THE CODES, STANDARDS, REGULATIONS REQUIREMENTS AND ORDINANCES OF ANY GOVERNMENTAL AGENCY HAVING JURISDICTION OVER THE WORK.
- 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR THIS WORK PRIOR TO THE START OF
- 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR AND BEAR ALL COSTS RELATED TO THE TESTING OF EXISTING SOILS, PREPARED PLANTING MIXES AND AMENDMENTS.
- 9. THE CONTRACTOR SHALL PROTECT ALL PLANT MATERIAL TO REMAIN, THE CONTRACTOR SHALL INSTALL AND/OR MAINTAIN BARRICADES AS DETAILED ON THE DRAWINGS AND AS OUTLINED IN THE DEMOLITION/SITE CLEARING NOTES.
- 10. THE CONTRACTOR SHALL REFER TO THE GENERAL FINE GRADING AND HARDSCAPE NOTES. SPECIFICATIONS AND THE CONTRACT DOCUMENTS PREPARED BY BUT NOT LIMITED TO ARCHITECTURAL, MEP, IRRIGATION, STRUCTURAL AND CIVIL ENGINEERING CONSULTANTS FOR ADDITIONAL REQUIREMENTS.
- 11. ALL PLANT MATERIAL SHALL MEET OR EXCEED THE FOLLOWING
- A. AMERICAN STANDARDS FOR NURSERY STOCK, ASNI Z60.1.
- B, FLÖRIDA GRADE NO. 1, FLÖRIDA DEPARTMENT OF AGRICULTURE GRADES AND STANDARDS FOR NURSERY PLANTS LATEST
- 12. PLANTS SHALL BE SYMMETRICAL AS IS TYPICAL FOR THEIR VARIETY AND SPECIES. THEY SHALL BE FREE FROM PLANT DISEASE,
- INSECTS OR THEIR EGGS. 13. NURSERY GROWN STOCK SHALL BE GROWN UNDER CLIMATIC CONDITIONS SIMILAR TO THOSE IN THE LOCALITY OF THE PROJECT.
- 14. ALL PLANT MATERIAL SIZES SPECIFIED ARE MINIMUM SIZES. HEIGHT AND SPREAD TAKE PRECEDENCE OVER CALIPER AND CONTAINER SIZES.
- 15. CONTAINER PLANTS SHALL HAVE BEEN GROWN IN A RIGID CONTAINER FOR A MINIMUM TIME AS FOLLOWS:
- A. TREES.....2 YEARS.
- B. SHRUBS....1 YEAR.
- C. GROUNDCOVERS... 6 MONTHS.
- 16. ALL CONTAINER PLANTS SHALL HAVE ROOTS SUFFICIENTLY DEVELOPED TO HOLD THE SOIL TOGETHER WHEN REMOVED FROM ITS CONTAINER, NO PLANT MATERIAL SHALL BE BOUND TO THE CONTAINER NOR HAVE CIRCULAR ROOTS
- 17. BALLED AND BURLAPPED PLANTS WILL NOT BE ACCEPTED WHEN THE ROOT BALL HAS BEEN CRACKED OR BROKEN.
- 18. PLANTS GROWN IN GROW BAGS ARE PROHIBITED.
- 19. SOD SHALL BE THE SPECIES AS CALLED FOR ON THE DRAWINGS, SOD SHALL BE WELL MATTED WITH HEAVY ROOT DEVELOPMENT AND FREE OF WEEDS, FUNGUS AND OTHER DISEASES.
- 20, SQD SHALL BE MACHINE CUT TO A COMMERCIAL SIZE WITH A UNIFORM THICKNESS OF 1-1/4 TO 1-1/2 INCH THICKNESS

SOIL PREPARATION AND SOIL MIX NOTES: (cont.)

-16-4-8 PLUS MINOR ELEMENTS-SLOW RELEASE. 1LB. FERTILIZER PER 1,000 SQ. FT. E. ENDO AND ECTOMYCORRIZAL INOCULANTS......DIE HARD OR OWNERS REPRESENTATIVE APPROVED EQUAL.
- WILT-PRUF OR OWNERS REPRESENTATIVE APPROVED EQUAL. F. ANTI-DESICCANT.....
- 10. ALL FERTILIZERS SHALL BE MANUFACTURED FROM QUALITY MATERIALS. FREE FROM IMPURITIES AND SHALL MEET RECOGNIZED.
- 1. ALL FERTILIZERS SHALL BE FREE FLOWING AND SUITABLE FOR APPLICATION WITH APPROVED EQUIPMENT.
- 12. ALL FERTILIZER SHALL BE DELIVERED TO THE SITE IN CONTAINERS, EACH FULLY LABELED CONFORMING TO APPLICABLE STATE FERTILIZER LAWS AND BEARING THE GRADE AND TRADE NAME OF THE PRODUCER.
- 13. AFTER ROUGH GRADING HAS BEEN COMPLETED ONE SAMPLE OF EXISTING SOIL PER 5,000 SQ. FT. OF LANDSCAPE AREAS SHALL BE SUBMITTED TO A CERTIFIED SOILS TESTING LABORATORY FOR ANALYSIS AS TO THE SUITABILITY OF THE EXISTING SOIL TO MEET THE REQUIREMENT OF THE PREPARED PLANTING MIX.
- 14. SOIL SAMPLES SHALL BE TAKEN TO A DEPTH OF TWENTY-FOUR INCHES (24").
- 15. SHOULD TEST RESULTS INDICATE THAT THE EXISTING SOILS DO NOT FALL WITHIN THE REQUIREMENTS FOR PREPARED PLANTING
- A. SUBMIT TO THE OWNERS REPRESENTATIVE FOR APPROVAL AN AMENDED PLANTING MIX ALONG WITH RECOMMENDATION FOR ORGANIC MATERIALS, FERTILIZERS AND/OR OTHER MATERIALS FOUND NECESSARY TO ASSURE OPTIMUM PLANT GROWTH. PROPOSED REVISIONS SHALL INCLUDE METHODOLOGY FOR INCORPORATING THE AMENDMENTS TO A DEPTH OF TWENTY-FOUR INCHES (24*). ANY RECOMMENDED REVISIONS SHALL BE APPROVED BY THE OWNERS REPRESENTATIVE PRIOR TO INSTALLATION OF THE AMENDED PLANTING MIX....OR
- B. EXCAVATE LANDSCAPE BEDS CONTAINING NONCOMPLIANT EXISTING SOILS TO A DEPTH OF 24 INCHES (24") AND BACKFILL WITH PREPARED PLANTING MIX AS SPECIFIED, PREPARED PLANTING MIX SHALL BE PLACED AND COMPACTED TO 80% STANDARD PROCTOR IN TWELVE INCH (12") LIFTS.
- 16, EXISTING SOILS MAY BE USED IN EITHER THE PREPARED OR AMENDED PLANTING MIXES AS DETERMINED BY THE SOIL TEST
- 17, EXCAVATED SOIL MAY BE USED FOR ONSITE FILL IF IT COMPLIES WITH GEOTECHNICAL REQUIREMENTS
- 18. SUBMITTALS:
- A. RESULTS OF SOILS TESTS INCLUDING CONTENT/MIX ANALYSIS AND AMENDMENT RECOMMENDATIONS.
- B CERTIFICATION THAT PREPARED AND/OR AMENDED PLANTING MIX MEETS REQUIREMENTS.
- C. LITERATURE AND PROPOSED APPLICATION RATES FOR SOIL AMENDMENTS, HERBICIDES AND STERILIZERS

PLANTING NOTES: (cont.)

- 12, ALL PLANT PITS SHALL BE EXCAVATED TO A WIDTH AND DEPTH AS INDICATED ON THE DRAWINGS,
- 13. PLANT MATERIALS SHALL BE CENTERED IN THEIR PITS, FACED FOR BEST EFFECT AND SET PLUMB FOR BACKFILLING. 14. SHRUB/GROUNDCOVER PLANTINGS SHOWN IN MASS PLANTING BEDS SHALL BE PLACED ON A TRIANGULAR SPACING
- CONFIGURATION, SEE DRAWINGS FOR TRIANGULAR SPACING DETAIL AND PLANT MATERIAL LIST FOR ON-CENTER PLANT
- 15. BALLED AND BURLAPPED PLANTS SHALL HAVE THE BURLAP, STRINGS, STRAPS AND WIRE CAGES REMOVED FROM THE TOP 1/3 OF THE ROOT BALL
- 16. PLACE BACKFILL IN PLANT PITS IN LAYERS NOT TO EXCEED 1/3 THE DEPTH OF THE ROOT BALL AND TAMP FIRMLY IN PLACE. PRIOR TO PLACING THE FINAL LAYER, THE PIT SHALL BE FILLED WITH WATER AND THE SOIL ALLOWED TO SETTLE,
- 17 AFTER SETTLEMENT THE CROWN OF THE ROOT BALL SHALL BE ABOVE FINISHED GRADE AS INDICATED ON THE DRAWINGS. PLANTS WITH ROOT BALLS SET BELOW INDICATED HEIGHTS WILL BE REQUIRED TO BE REMOVED AND REPLANTED.
- 18. TREES/PALMS SHALL BE STAKED ACCORDING TO THE DETAILS ON THE DRAWINGS.
- 19. MULCH AS DESIGNATED ON THE DRAWINGS SHALL BE PLACED THROUGHOUT ALL PLANTING AREAS.
- 20. NO MULCH SHALL BE PLACED OVER SHRUB/GROUNDCOVER ROOT BALLS OR WITHIN 4" OF TREE OR PALM TRUNKS.
- 21. SOD SHALL BE PLACED WITH STAGGERED BUTT TIGHT JOINTS. THERE SHALL BE NO VOIDS OR OVERLAPPING OF EDGES BETWEEN SOD PIECES.
- 22 SOD SHALL BE ROLLED IMMEDIATELY AFTER BEING PLACED, CLEAN BUILDERS' SAND SHALL BE USED TO FILL ANY RESULTING VOIDS OR UNEVENNESS IN THE SOD SURFACE. ANY AREAS REQUIRING EXCESSIVE TOP-DRESSING SHALL HAVE THE SOD REMOVED. THE AREA REGRADED AND RE-SODDED.
- 23. THE CONTRACTOR SHALL REFER TO THE LANDSCAPE PLANTING DETAILS AND/OR SPECIFICATIONS FOR ADDITIONAL PLANTING

ROADWAY (F.D.O.T.) DESIGN SPEED

1 DESIGN SPEED = 35 MPH

SOIL PREPARATION AND SOIL MIX NOTES:

- 1. PREPARED PLANTING MIX SHALL CONSIST OF THE FOLLOWING.
- A. TREES/SHRUBS/GROUNDCOVER......70% CLEAN BUILDERS SAND, 30% TOPSOIL/PEAT MIX. PALMS 90% CLEAN BUILDERS SAND, 10% TOPSOIL/PEAT MIX.
- 2. PREPARED PLANTING MIX FOR LANDSCAPE ON STRUCTURE SHALL CONSIST OF THE FOLLOWING:
- A 20% CLEAN BUILDERS SAND 30% PEAT 30% RICE ROCK 20% PERLITE
- 3. THE COMPOSITION OF THE PREPARED PLANTING MIX MAY BE MODIFIED BASED ON RECOMMENDATIONS FROM THE SOIL TEST(S) 4. TOPSOIL SHALL BE NATURAL SURFACE SOIL, FERTILE, FRIABLE AGRICULTURAL SOIL FREE OF WEEDS WITH 4-6% ORGANIC
- MATTER, A PH OF 5.5 TO 6.5 AND CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH 5. EXISTING SOIL MAY BE SUBSTITUTED FOR TOPSOIL AND/OR SAND BASED ON THE RESULTS OF THE SOIL TEST(S).
- 6. PEAT SHALL BE ORGANIC PEAT SUITABLE FOR HORTICULTURAL PURPOSES, PEAT SHALL BE SHREDDED WITH PIECES NO LARGER THAN ONE-HALF INCH (1/2") IN DIAMETER. PEAT SHALL HAVE A PH OF 4.5 TO 6.5 AND SHALL BE STERILIZED TO MAKE IT FREE OF
- 7. COMPOSTED ORGANICS SHALL BE WOOD SHAVINGS, PINE BARK, GREEN WASTES OR CLEAN AGRICULTURAL WASTES, WELL-ROTTED AND SCREENED THROUGH A ONE-HALF INCH (1/2") SCREEN.
- 8. COMPONENTS OF THE PREPARED PLANTING MIX SHALL BE BLENDED OUTSIDE OF THE PLANTING BEDS. THE CONTRACTOR SHALL SUBMIT A 2-GALLON SAMPLE TO A CERTIFIED SOILS TEST LABORATORY FOR ANALYSIS. BASED ON THE LABORATORY ANALYSIS THE CONTRACTOR SHALL APPLY SOIL AMENDMENTS AS NECESSARY TO ADJUST THE PREPARED PLANTING MIX TO MEET THE FOLLOWING REQUIREMENTS:
- A. PH VALUE BETWEEN 5.5 AND 6.6.
- B ORGANIC MATTER CONTENT BETWEEN 5% AND 10% OF TOTAL DRY WEIGHT
- NITROGEN 5% AVERAGE OF OF ORGANIC MATTER
- D. PHOSPHORUS 0.05% AVERAGE OF TOTAL SOIL CONTENT
- E. POTASSIUM 1.2% AVERAGE OF TOTAL SOIL CONTENT.
- 9. FERTILIZER FOR PLANT MATERIALS SHALL BE AS FOLLOWS:
- A. PALMS........13-3-13 PLUS MINOR ELEMENTS-SLOW RELEASE. 1/2 LB. FERTILIZER PER 1/2 CALIPER INCH.
- B. TREES.......... 8-8-6 PLUS MINOR ELEMENTS-SLOW RELEASE. 1/2 LB. FERTILIZER PER 1/2 CALIPER INCH.

FDOT GENERAL NOTES:

- FLORIDA DEPARTMENT OF TRANSPORTATION, FY 2021-22 STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION AND APPLICABLE INTERIM REVISIONS (IRS) ARE AVAILABLE AT THE FOLLOWING WEBSITE: HTTPS://WWW.FDOT.GOV/DESIGN/STANDARDPLANS
- 2. GOVERNING STANDARD SPECTIFICATIONS: FLORIDA DEPARTMENT OF TRANSPORTATION, JANUARY 2022 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AT THE FOLLOWING
- WEBSITE: HTTPS://WWW.FDOT.GOV/PROGRAMMANAGEMENT/IMPLEMENTED/SPECBOOKS
- CONTRACTOR SHALL REPAIR ALL DAMAGE DONE TO FDOT PROPERTY DURING DEMOLITION, RELOCATION &/OR INSTALLATION ACTIVITIES AT HIS SOLE EXPENSE.
- 4. ANY PLANT MATERIAL SUBSTITUTION WITHIN OR IMPACTING THE FDOT RIGHT OF WAY WHETHER REQUESTED BY THE CONTRACTOR, OWNER, LANDSCAPE ARCHITECT OR OTHER WILL NEED TO GET APPROVAL FROM THE FDOT DISTRICT LANDSCAPE

PLANTING NOTES:

- . PRIOR TO THE INSTALLATION OF PLANT MATERIALS, THE CONTRACTOR SHALL CONFIRM IN WRITING TO THE OWNERS REPRESENTATIVE THAT THE FINISHED GRADES IN ALL AREAS WHERE PLANT MATERIALS ARE TO BE INSTALLED CONFORM TO THE PROPOSED GRADES NOTED ON THE GRADING PLANS.
- 2. PLANTING SHALL NOT COMMENCE UNTIL IRRIGATION HAS BEEN INSTALLED AND IS OPERATIONAL TREES MAY BE INSTALLED PRIOR TO THE INSTALLATION OF IRRIGATION PROVIDED THAT A HAND WATERING SCHEDULE IS SUBMITTED TO AND APPROVED BY THE OWNERS REPRESENTATIVE. 3. THE CONTRACTOR SHALL SUBMIT WEED CONTROL PRODUCTS THAT DO NOT INCLUDE GLYPHOSATE PROTECT EXISTING
- PLANTS TO REMAIN FROM OVERSPRAY, DO NOT APPLY WITHIN ROOT ZONES OF EXISTING PLANT MATERIAL TO REMAIN. CONTRACTOR TO ENSURE TOTAL WEED ERADICATION PRIOR TO INSTALLATION OF PLANT MATERIAL. 4. CONTRACTOR SHALL CONFIRM THAT ALL ORGANICS, SOD, WEEDS, ROOTS AND DEBRIS HAVE BEEN REMOVED TO A DEPTH OF 12
- INCHES FROM ALL AREAS WHERE PLANT MATERIALS ARE TO BE INSTALLED, ALL PAVEMENT AND PAVEMENT BASE MATERIAL SHALL BE REMOVED COMPLETELY IN ALL AREAS WHERE PLANT MATERIALS ARE TO BE INSTALLED. 5. ANY DEPRESSIONS OR EXCAVATIONS BELOW THE APPROVED FINISHED GRADES CREATED FOR OR BY THE REMOVAL OF SUCH
- OBJECTS SHALL BE REFILLED WITH CLEAN COARSE SAND AND COMPACTED TO A DENSITY CONFORMING TO THE SURROUNDING 6. THE CONTRACTOR SHALL PAINT THE OUTLINE OF EACH SHRUB AND GROUNDCOVER BED AND STAKE THE LOCATION OF ALL
- TREES/PALMS FOR APPROVAL OF THE OWNERS REPRESENTATIVE PRIOR TO INSTALLATION. 7. TREE/PALM PITS SHALL BE TESTED FOR VERTICAL DRAINAGE BY FILLING WITH WATER TWICE IN SUCCESSION, CONDITIONS PERMITTING THE RETENTION OF MORE THAN 6 INCHES OF WATER IN 1 HOUR SHALL BE BROUGHT TO THE ATTENTION OF THE OWNERS REPRESENTATIVE. THE CONTRACTOR SHALL SUBMIT A WRITTEN PROPOSAL FOR CORRECTION OF SUCH CONDITIONS
- BEFORE PROCEEDING WITH INSTALLATION. 8. UNIFORMLY APPLY REQUIRED AMENDMENTS TO AREAS TO RECEIVE SOD AND CULTIVATE BY MECHANICAL TILLING INTO THE TOP 6 INCHES OF SOIL.
- 9. AREAS TO RECEIVE SOD SHALL BE GRADED TO LEVEL OUT ALL UNDULATIONS OR IRREGULARITIES IN THE SURFACE RESULTING FROM TILLAGE, FERTILIZING OR OTHER OPERATIONS, THE RESULTING SURFACE SHALL BE ROLLED WITH THE RESULTING GRADE TO BE NO HIGHER THAN THE ADJACENT PAVING OR OTHER GRADE ELEMENTS AFTER SOD HAS BEEN INSTALLED.
- 10. PLANTING BEDS SHALL THEN BE FINE GRADED TO A SMOOTH AND EVEN SURFACE ASSURING POSITIVE DRAINAGE AWAY FROM STRUCTURES AND FLIMINATING ANY DEPRESSIONS WHICH MAY COLLECT WATER
- 11. "SURFLAN" OR OWNER REPRESENTATIVE APPROVED EQUAL PRE-EMERGENT HERBICIDE SHALL BE APPLIED TO ALL PLANTING BEDS IN ACCORDANCE WITH THE MANUFACTURES RECOMMENDED RATE.

FDOT GENERAL NOTES, CONT.:

- 5. ARCHITECTURAL PAVERS INSTALLATION FOR SIDEWALKS, MEDIANS, DRIVEWAYS, OR ROADWAYS WITHIN THE FDOT RIGHT OF WAY SHALL COMPLY WITH CURRENT FDOT STANDARD SPECIFICATION 526. ON INF REFERENCE
- PS://FDOTWWW.BLOB.CORE.WINDOWS.NET/SITEFINITY/DOCS/DEFAULT-SOURCE/PROGRAMMANAGEMENT/IMPLEMENTED/SPEC
- 6. OWNERSHIP OF ALL SUITABLE EXCAVATED MATERIALS, AS DETERMINED BY THE DEPARTMENT, SHALL REMAIN IN THE DEPARTMENT UNTIL A FINAL ACCEPTANCE OF THE PERMITTED PROJECT IS FULFILLED. EXCAVATED MATERIALS SHALL BE HAULED BY THE PERMITTEE, AT THEIR COST & EXPENSE FROM THE SITE TO THE FDOT BROWARD OPERATIONS CENTER OR STOCKPILED IN THOSE AREAS AS DIRECTED BY THE DEPARTMENT, INCLUDING ASPHALT MILLINGS.

FDOT PLANTING NOTES:

- FOR THE PORTION OF LANDSCAPE PLANT MATERIAL THAT WILL BE INSTALLED WITHIN THE FDOT RIGHT OF WAY, LANDSCAPE INSTALLATION SHALL COMPLY WITH CURRENT APPLICABLE FDOT MAINTENANCE SPECIFICATION 580.
- ONLINE REFERENCE: https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement .maintenance/jan22/gsm580000wd-122.pdf?sfvrsn=4+4B7013 2

POST PLANTING NOTES:

- A DURING THE PROJECT WORK PERIOD PRIOR TO SUBSTANTIAL COMPLETION ACCEPTANCE. THE CONTRACTOR SHALL MAINTAIN ALL PLANT MATERIAL
- B. MAINTENANCE DURING THE WORK PERIOD PRIOR TO THE SUBSTANTIAL COMPLETION ACCEPTANCE SHALL CONSIST OF . MAIN IT WANNUE DURING THE WORK PERIOD PROUNT OF HE SUBSTAIN THE CONFECTION ACCEPTANCE SHALL CONSIST OF WATERING, CUITVATING, WEEDING, MULCHING REMOVAL OF DEAD MATERIAL, REPAIRING/TIGHTENING OF STAKES AND GUYS, RESETTING PLANTS TO PROPER GRADES AND UPRIGHT POSITION AND FURNISHING AND APPLYING SUCH SPRAYS AS NECESSARY TO KEEP PLANT MATERIAL REASONABLY FREE OF DAMAGING INSECTS AND DISEASE.
- C. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAND WATERING ALL PLANT MATERIAL AS REQUIRED TO SUPPLEMENT IRRIGATION AND RAINFALL IN ORDER TO ENSURE PLANT MATERIAL ESTABLISHMENT.
- 2 SUBSTANTIAL COMPLETION ACCEPTANCE:
- A. UPON WRITTEN NOTICE FROM THE CONTRACTOR, THE OWNERS REPRESENTATIVE SHALL REVIEW THE WORK AND DETERMINE IF THE WORK IS SUBSTANTIALLY COMPLETE.
- B. FOR THE PURPOSE OF ACCEPTANCE ALL PLANT MATERIAL SHALL BE HEALTHY, VIGOROUS, UNDAMAGED, FREE OF WEEDS
- C. THE DATE OF SUBSTANTIAL COMPLETION OF THE PLANTING SHALL BE THE DATE WHEN THE OWNERS REPRESENTATIVE ACCEPTS IN WRITING THAT ALL WORK RELATED TO PLANTING IS COMPLETE.
- A. ALL PLANT MATERIAL SHALL BE WARRANTED IN WRITING BY THE CONTRACTOR FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF WRITTEN NOTIFICATION OF SUBSTANTIAL COMPLETION , REPLACEMENT OF PLANT MATERIAL DURING THE WARRANTY PERIOD SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL HAVE THE SAME WARRANTY PERIOD OF

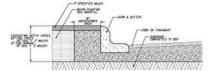
FDOT PLANTING NOTES, CONT.:

FOR THE PORTION OF LANDSCAPE PLANT MATERIAL THAT WILL BE INSTALLED WITHIN THE FOOT RIGHT OF WAY REFER TO THE FOOT STANDARD

- HTTPS://FDOTWWW.BLOB.CORE.WINDOWS.NET/SITEFINITY/DOCS/DEFAULT-SOURCE/DESIGN/STANDARDPLANS/2023/IDX/580-001.PDF?A
- 3. IT IS RECOMMENDED THAT YOU VERIFY THE EXISTING SOIL CONDITIONS OF MEDIANS TO BE PLANTED PRIOR TO FINALIZING YOUR
- a. CONTRACTOR SHALL PRESERVE A CONTINUOUS BAND OF UNDISTURBED COMPACTED SUB-BASE 18" FROM THE BACK OF CURB (SEE DETAIL
- BELOW).

 6. CONTRACTOR SHALL INSURE THAT ALL UNSUITABLE SOIL INCLUDING CONCRETE, PAVEMENT, ROAD BASE, STONES OVER 3° DIMMETER AND ALL CONSTRUCTION DEBRIS, IS REMOVED FROM MEDIAN AREA TO BE PLANTED AND REPLACED WITH SPECIFED PLANTING SOIL, E.G., 60% SAND AND 40% MUCK.

 6. AREAS TO BE PLANTIED WITH SHRUBS AND/OR GROUND COVERS: REMOVE COMPACTED SOIL TO A DEPTH OF 12° AND REPLACE WITH SPECIFED PLANTING SOIL. PLANTING SOIL. SHALL COME UP TO 4° FROM TOP OF CURB, RESERVING SPACE FOR 3° COMPACTED MULCH AND 1° CHARLES CONTRACTOR OF CURB.
- d. PLANTING PTS FOR TREES AND PALMS: REMOVE COMPACTED SOIL WITHIN THE AREA OF EACH PLANTING PIT TO A DEPTH OF 24° FROM THE OP OF CURB, PLANTING SOIL SHALL COME UP TO 4" FROM TOP OF CURB, RESERVING SPACE FOR 3" COMPACTED MULCH, AND 1" CLEA



CYPRESS MULCH IS NOT PERMITTED ON FOOT RIGHT OF WAY, MULCH PERMITTED TO BE USED ARE HARDWOOD MULCH (CONTAINING NO CYPRESS PRODUCTS), RECYCLED MULCH OR APPROVED EQUAL, CERTIFIED BY THE MULCH AND SOIL COUNCIL (MSC), SUBMIT PROOF OF CERTIFICATION TO THE FDOT DISTRICT OPERATIONS PERMIT LANDSCAPE INSPECTOR UPON INSPECTION.

BAHIA MAR MARINA VILLAGE

TRR BAHIA MAR LLC



PLANNING LANDSCAPE ARCHITECTURE URBAN DESIGN

THE CHAPPELL GROUP INC ENVIRONMENTAL CONSULTAN 714 FAST MCNAB ROAL POMPANO REACH EL 3306

KIMLEY HORN ASSOCIATES CIVIL ENGINEER 615 SOUTH CONGRESS AVENU

> KOBI KARP ARCHITECTURE INTERIOR DESIGN

DELRAY BEACH, FL 334

Miami, FL 3313

CONSULTANT 4 DISCIPLINE 5100 NORTH DIXIE HIGHWAY FORT LAUDERDALE, FL 33334

FELLER ENGINEERING

500 NE THIRD AVENU

FORT LAUDERDALE, FLORIDA 3330 CSW STRUCTURAL GROUP STRUCTURAL ENGINEER 5397 ORANGE DRIV SUITE 203 DAVIE, FLORIDA 33314

Kev Plan

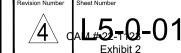


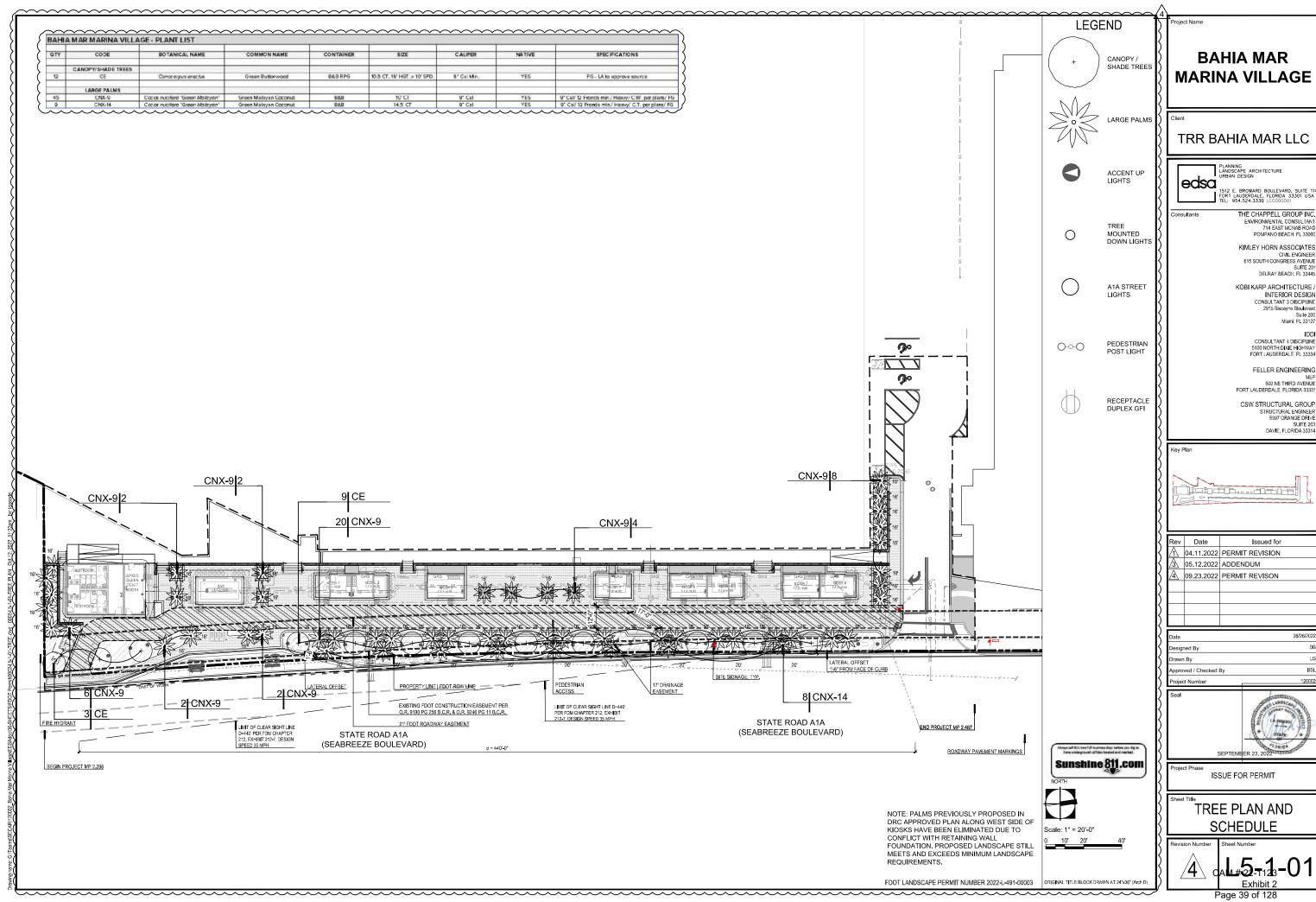
Rev	Date	Issued for
$\overline{\mathbb{A}}$	04.11.2022	PERMIT REVISION
<u> 3</u>	05.12.2022	ADDENDUM
<u> </u>	09.23.2022	PERMIT REVISON

08/26/2022 awn By ect Numbe 12000

ISSUE FOR PERMIT

LANDSCAPE NOTES





KIMLEY HORN ASSOCIATES CIVIL ENGINEER 615 SOUTH CONGRESS AVENUE

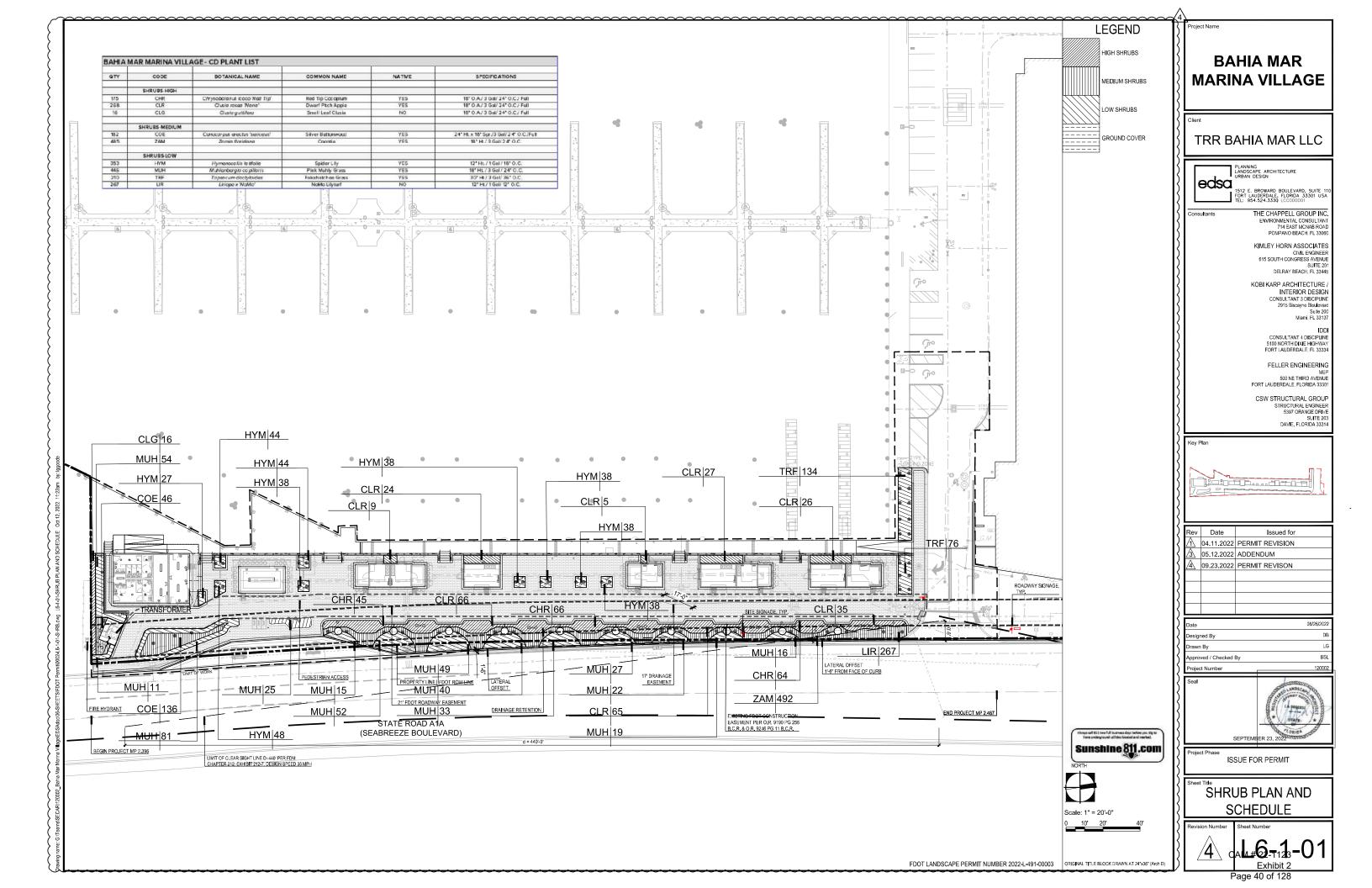
KOBI KARP ARCHITECTURE

STRUCTURAL GROOF STRUCTURAL ENGINEER 5397 ORANGE DRIVE SUITE 203 DAVIE, FLORIDA 33314

K	\triangle	04.11.2022	PERMIT REVISION
K	<u> </u>	05.12.2022	ADDENDUM
3	<u> </u>	09.23.2022	PERMIT REVISON
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SHRUB OR GROUNDCOVER SPACING

SHRUB OR GROUNDCOVER PLANTING

PREPARED PLANTING SOIL - SEE

LANDSCAPE NOTES / SPECIFICATIONS

SCALE - 3/4" = 1'-0"

SCALE - 3/4" = 1'-0'

PLAN VIEW

OF STAKING

8

STORE OF THE PERSON NAMED IN COLUMN TO PERSO

NOTE:

- CONTRACTOR TO DELINEATE

BY OWNER'S REPRESENTATIVE

PERCOLATION IN ALL PLANTING

BEDS PRIOR TO INSTALLATION

(SEE LANDSCAPE NOTES /

SPECIFICATIONS)

SET ROOTBALL 1" ABOVE FINISH

MULCH-3" DEPTH FOR SHRUBS

FINISH GRADE

1/2" DIA. BLACK REINFORCED NOTE:

1-1/2" DEPTH FOR GROUNDCOVER

PREPARED PLANTING SOIL - SEE LANDSCAPE NOTES / SPECIFICATIONS

EXCAVATE / AMEND ENTIRE PLANTING

IT'S ENTIRETY - SEE LANDSCAPE NOTES

CONTRACTOR TO STAKE

REPRESENTATIVE PRIOR TO

CONTRACTOR TO ASSURE PERCOLATION IN ALL PLANTING

PITS PRIOR TO INSTALLATION

- ALL TREES TO BE SET PLUMB

(SEE LANDSCAPE NOTES /

SPECIFICATIONS)

IN PLANTING PIT

LOCATION OF TREES FOR

APPROVAL BY OWNER'S

INSTALLATION

BED TO A MINIMUM DEPTH OF 24" IN

OUTLINE OF PLANTING BEDS

FOR REVIEW AND APPROVAL

- CONTRACTOR TO ASSURE

- CONTRACTOR TO DELINEATE OUTLINE OF PLANTING BEDS FOR REVIEW AND APPROVAL BY OWNER'S REPRESENTATIVE

- CONTRACTOR TO ASSURE PERCOLATION IN ALL PLANTING BEDS PRIOR TO INSTALLATION (SEE LANDSCAPE NOTES /

(3) 2"X4"X12" NOTCHED, FOAM OR BURLAP BACKED PT WOOD BATONS, TO PREVENT STEEL BANDS FROM CONTACTING TRUNK (2) ADJUSTABLE GALVANIZED STEEL BANDS (3) 2"X4" PT WOOD BRACE SET AT 120°. NAIL (AND DRILL IF NEEDED) TO BATONS AND STAKES SET ROOTBALL 2" ABOVE FINISH GRADE 3" MULCH DEPTH HOLD 4" CLEAR OF TRUNK 4" HIGH SOIL BERM AROUND ROOTBALL FINISH GRADE 2"x4"x36" PT WOOD STAKES INSTALL 2" RELOW

NOTE:

- CONTRACTOR TO STAKE LOCATION OF PALMS FOR APPROVAL BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION

- CONTRACTOR TO ASSURE PERCOLATION IN ALL PLANTING PITS PRIOR TO INSTALLATION (SEE LANDSCAPE NOTES /

- ALL PALMS TO BE SET PLUMB

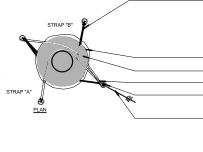
SMALL PALM STAKING SCALE - 3/4" = 1'-0"

1. ALL QUALITY TREE CARE PRODUCTS ARE SUPERIOR QUALITY MULTIPART SUSTEMS WHICH INCLUDE EVERYTHING FOR THE SECURE ANCHORING OF PALMS AND OTHER TREES. THE SYSTEMS CONSISTES OF NEUTRAL COLOR HIGH STRENTH POLYESTER WEBBING IN 1", 2", AND 3" WIDTHS, ASTTACHED ARE 3-4 OR MORE ADJUSTABLE LOOPS AND D-RINGS IN COMPATABLE SIZES TO THE WEBBING WITH A 1" CAM BUCKLE OR A 1", 2", OR 3" RATCHET BUCKLE. CABLING IS 7 X 19 GALVANIZED AIRCRAFT CABLE FROM 18" TO 1" OR LARGER, IF NEEDED.

INCLUDING A $\frac{3}{8}$ " X 6" TO $\frac{1}{2}$ " X 12"
TURNBUCKLES. COMPLETING THE SYSTEMS ARE \$\frac{1}{8}\text{"TO \$\frac{1}{2}\text{"CABLE CLAMPS.}} 2. ALL HARDWARE SIZES ON DETAILS CAN BE SPECIFIED BASED ON THE TREE SIZE AND SP4CIFIC LOAD REQUIREMENTS

REQUIREMENTS.
3. ALL STEEL COMPONENTS ARE
EITHER ZINC PLATE, MALLEABLE DROP
FORGED GALVANIZED OR MAY BE
SPECIFIED IN TAINLESS STEEL IF 4. CONTACT:

OASIS TREE CARE PRODUCTS- PALM AND TREE ANCHORING SYSTEMS
P.O. BOX 596, SPICEWOOD, TX 78669
PH: 713.665.7256 WWW.hciglobal.com/gls@hciglobal.com (U.S. PATENT US6,389,743 B1)



FINISH GRADE.

SETTLEMEN'

NOTES/SPECIFICATIONS

PREPARED PLANTING SOIL - SEE LANDSCAPE

COMPACT SOIL UNDER ROOTBALL TO PREVENT

ROOTBALL COLLAR NEUTRAL COLOR POLYESTER WEBBING IN 1", 2", OR 3" WIDTHS WITH 3-4 OR MORE ADJUSTABLE LOOPS AND D-RINGS, ATTACHING WITH 1" CAM BUCKLES OR 1", 2" OR 3" RATCHED BUCKLE IN ZINC PLATE OR STAINLESS STEEL

BURLAP REMOVED FROM 3 OF ROOTBALL ROOTBALL

WELDED WIRE OR LATCHING HOOK WELDED AUGER EYE

EARTH AUGER WITH A 3" - 1" ROUND OR SQUARE SHAFT EITHER PAINTED OR GALVANIZED IN 4" TO 6" LENGTHS OR MORE, DEPENDING ON SITE REQUIREMENTS, WITH 1-1/4" ID WELDED EYE TO ACCOMMODATE CABLES AND TURN BUCKLES AND A HELIX OF 4", 6" OR 8" WIDTH

PALM COLLAR NEUTRAL COLOR POLYESTER WEBBING IN 1", 2", OR 3" WIDTHS WITH 3-4 OR MORE ADJUSTABLE LOOPS AND DIRINGS ATTACHING WITH 1" CAM BUCKLES. OR 1", 2" OR 3" RATCHED BUCKLE IN ZINC PLATE OR STAINLESS STEEL

(2-3) 1" TO 1" MALLEABLE OR DROP FORGED GALVANIZED CABLE CLAMPS OR SLEEVES, DEPENDING ON CABLE SIZE

 $\frac{1}{8}$ " TO $\frac{1}{4}$ " CABLE, 13' - 18' LONG WITH CUSTOM SIZES AND LENGTHS AVAILABLE

3 X 6" TO 3" X 12" ZINC PLATE OR DROP FORGED GALVANIZED TURN BUCKLE WITH WELDED EYES

1/2" SHACKLE ATTACHED TO THIMBLE EYE

PLANTING SOIL

STAINLESS STEEL OR GALV. CABLE 希"-3/8" WITH CABLE CLAMPS AND THIMBLE EYE, 4-6 INCHES BELOW GRADE WELDED WIRE OR LATCHING HOOK

WELDED AUGER EYE

EARTH AUGER WITH A $\frac{3}{4}$ " - 1" ROUND OR SQUARE SHAFT EITHER PAINTED OR GALVANIZED IN 4" TO 6" LENGTHS OR MORE, DEPENDING ON SITE REQUIREMENTS, WITH 1-1/4" ID WELDED EYE TO ACCOMMODATE CABLES AND TURN BUCKLES AND A HELIX OF 4", 6" OR 8" WIDTH

BURLAP REMOVED FROM \$\frac{1}{3}\$ OF ROOTBALL ROOTBALL COLLAR NEUTRAL COLOR POLYESTER WEBBING IN 1", 2", OR 3" WIDTHS WITH 3-4 OR MORE ADJUSTABLE LOOPS AND D-RINGS, ATTACHING WITH 1" CAM BUCKLES OR 1", 2" OR 3" RATCHED BUCKLE IN ZINC PLATE OR STAINLESS STEEL

LARGE PALM STAKING SCALE - 3/8" = 1'-0"

SECTION

INSTALL 2" BELOW FINISH FINISH GRADE PREPARED PLANTING SOIL SEE LANDSCAPE NOTES / **SPECIFICATIONS** COMPACT SOIL UNDER

SETTLEMENT

ROOTBALL TO PREVENT

RUBBER HOSE

3/16" DIA. GALVANIZED

AIRCRAFT CABLE. SECURE ENDS WITH COMPRESSION

GALVANIZED TURNBUCKLE

SET ROOTBALL 3" ABOVE

3" MULCH DEPTH, HOLD 4"

1/2" DIA. x 30" LONG ANCHOR WITH 4" DIAMETER HELIX.

3500 LBS CAPACITY

FINISH GRADE

CLEAR OF TRUNK 4" HIGH SOIL BERM AROUND

CANOPY/SHADE TREE STAKING 3-7 CALIPER

PROVIDED ROUNDED EDGE

HOLD ADAPAVE 4" FROM TRUNK

BAHIA MAR MARINA VILLAGE

TRR BAHIA MAR LLC

edsa

PLANNING LANDSCAPE ARCHITECTURE URBAN DESIGN

1512 E. BROWARD BOULEVARD, SUITE 1 FORT LAUDERDALE, FLORIDA 33301 USA TEL: 954.524.3330 LCC000001

THE CHAPPELL GROUP INC ENVIRONMENTAL CONSULTANT 714 EAST MCNAB ROAL POMPANO BEACH, FL 3306

KIMLEY HORN ASSOCIATES CIVIL ENGINEEL

615 SOUTH CONGRESS AVENU DELRAY BEACH, FL 3344

KOBI KARP ARCHITECTURE INTERIOR DESIGN CONSULTANT 3 DISCIPLIN 2915 Biscayne Bloulevar Miami, FL 3313

CONSULTANT 4 DISCIPLINE 5100 NORTH DIXIE HIGHWAY FORT LAUDERDALE, FL 33334

FELLER ENGINEERING

500 NE THIRD AVENU FORT LAUDERDALE, FLORIDA 3330

CSW STRUCTURAL GROUP STRUCTURAL ENGINEE 5397 ORANGE DRIV SUITE 20: DAVIE, FLORIDA 3331

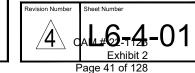
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08/26/2022 signed By wn By oved / Checked By

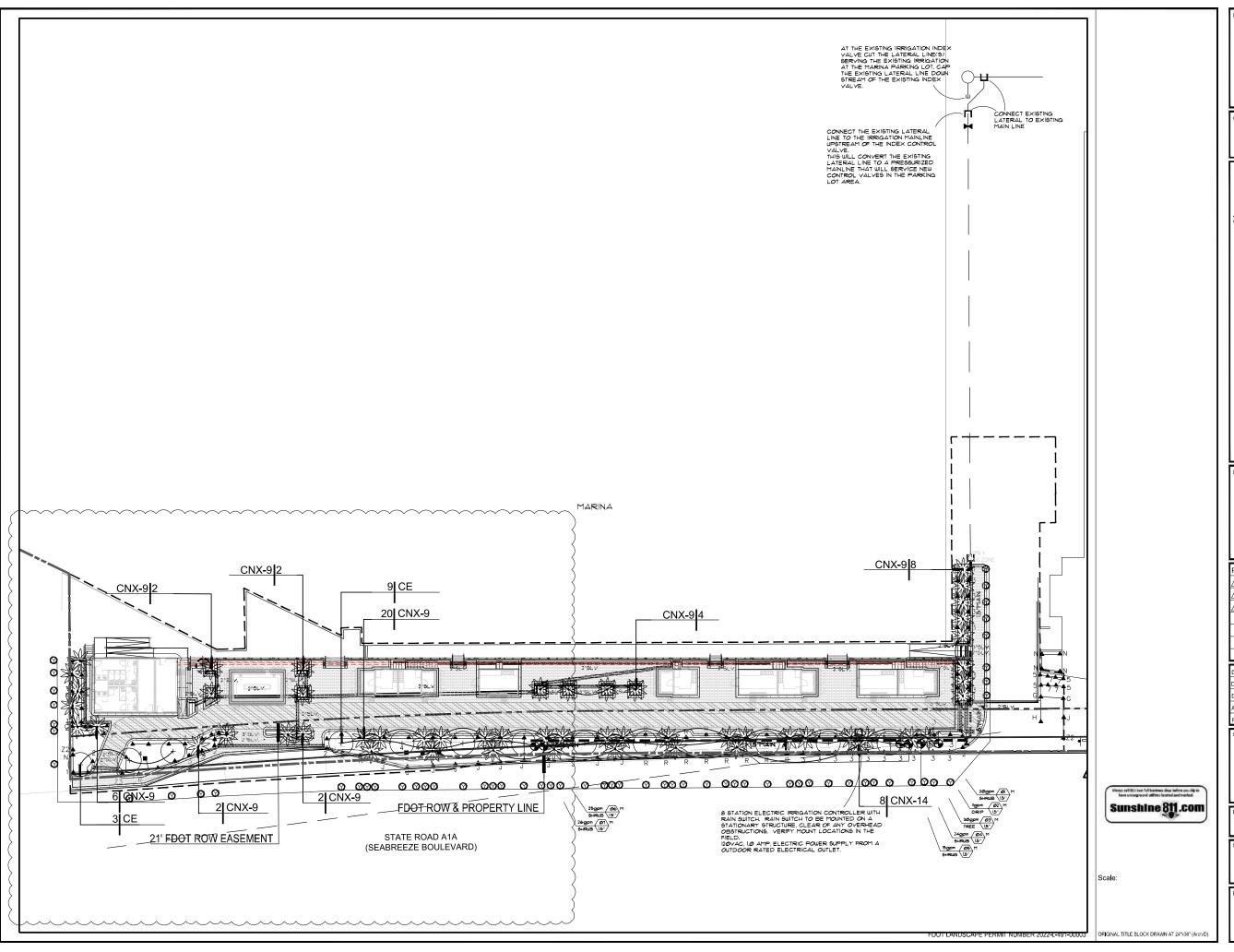


ISSUE FOR PERMIT

LANDSCAPE DETAILS



FDOT LANDSCAPE PERMIT NUMBER 2022-L-491-00003 ORIGINAL TITLE BLOCK DRAWN AT 24"x36" (Arch D



BAHIA MAR MARINA VILLAGE

TRR BAHIA MAR LLC



PLANNING LANDSCAPE ARCHITECTURE URBAN DESIGN

1512 E. BROWARD BOULEVARD, SUITE 1 FORT LAUDERDALE, FLORIDA 33301 US/ TEL: 954.524.3330 LCC000001

THE CHAPPELL GROUP INC. ENVIRONMENTAL CONSULTANT 714 EAST MCNAB ROAD POMPANO BEACH, FL 33060

KIMLEY HORN ASSOCIATES CIVIL ENGINEER 615 SOUTH CONGRESS AVENUE SUITE 201 DELRAY BEACH, FL 33445

KOBI KARP ARCHITECTURE / INTERIOR DESIGN

CONSULTANT 3 DISCIPLINE 2915 Biscayne Bloulevard Suite 200 Miami, FL 33137 IDDI CONSULTANT 4 DISCIPLINE

5100 NORTH DIXIE HIGHWAY FORT LAUDERDALE, FL 33334

FELLER ENGINEERING

MEP 500 NE THIRD AVENUE FORT LAUDERDALE, FLORIDA 33301

CSW STRUCTURAL GROUP STRUCTURAL ENGINEER 5397 ORANGE DRIVE SUITE 203 DAVIE, FLORIDA 33314

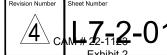
Rev	Date	Issued for
Δ	04.11.2022	PERMIT REVISION
ß	05.12.2022	ADDENDUM
<u> </u>	09.23.2022	PERMIT REVISON

Date	08/26/2022
Designed By	DB
Drawn By	LG
Approved / Checked By	BSL
Project Number	120002

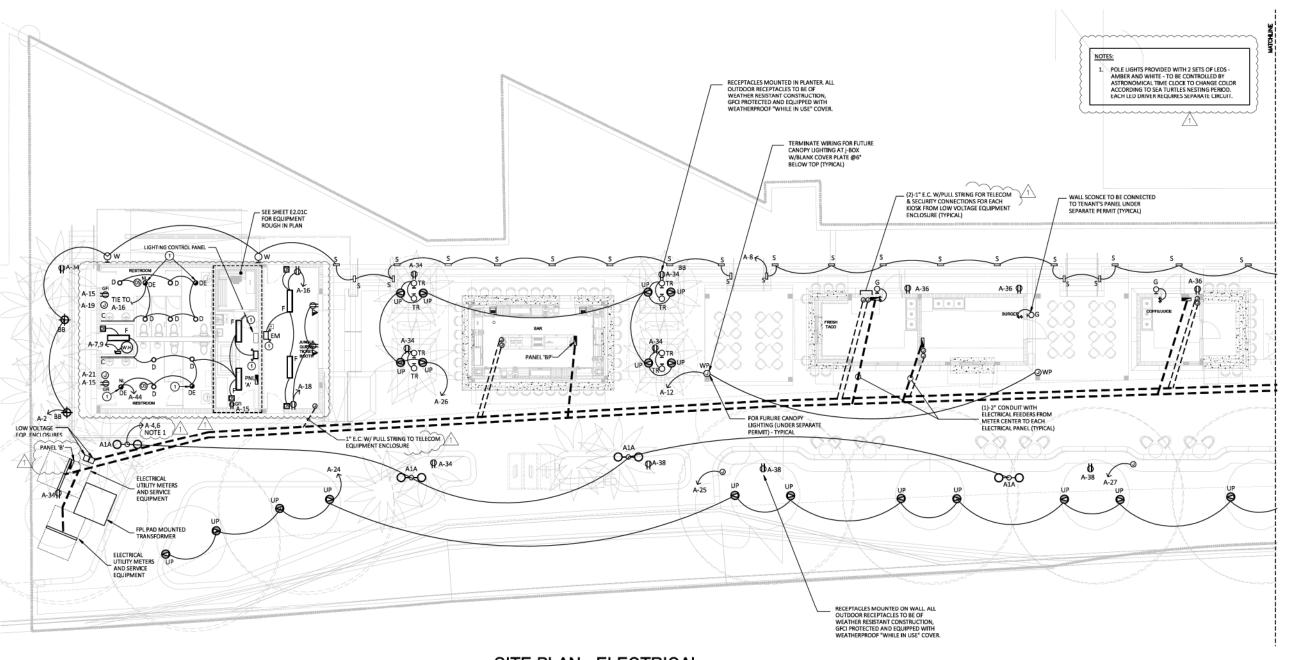


ISSUE FOR PERMIT

IRRIGATION



Page 42 of 128



SITE PLAN - ELECTRICAL

SCALE: 1/8" = 1'-0"



FELLER ENGINEERING
Edward J. Kronz P.E. Reg. # 49433
Conflicate of Authorization # 00003427
S00 N.E. THERD AVENUE
FORT LAUDEROALE, R.ORIDO 33301
PH 595 4407, 1402 PAA 594, 447, 3752
e-mail: fellepselfollerpe.com
JOB # 2003

1175 NE 125 STREET, SUITE 102 NORTH MIAMI, FL 33161

Bahia Mar



LAND PLANNER / LANDSCAPE ARCHITECT
1512 E.BROWARD BOULEVARD, SUITE 110
FORT LAUDERDALE , FLORIDA 33301 USA
TEP-945, 524, 3300
www.edsaplan.com
LCC000001
PLANNIS LAVISCAPE ARCHITECTURE LIRIAN DESIGN



ARCHITECT KOBI KARP ARCHITECTURE AND INTERIOR DESIGN, INC. 2915 BISCAYNE BLVD #200 MIAMI, FL 33137



CIVIL ENGINEER FLYNN ENGINEERING SERVICES 241 COMMERCIAL BLVD. LAUDERDALE-BY-THE-SEA FL 33308



TRAFFIC ENGINEER TRAF TECH ENGINEERING INC 8400 N UNIVERSITY DR # 307 POMPANO BEACH, FL 33321

ISSUED FOR PERMIT 02-15-21

Projec	t Manager:	G.B.	
Date:	FEBR	UARY 15th 2021	
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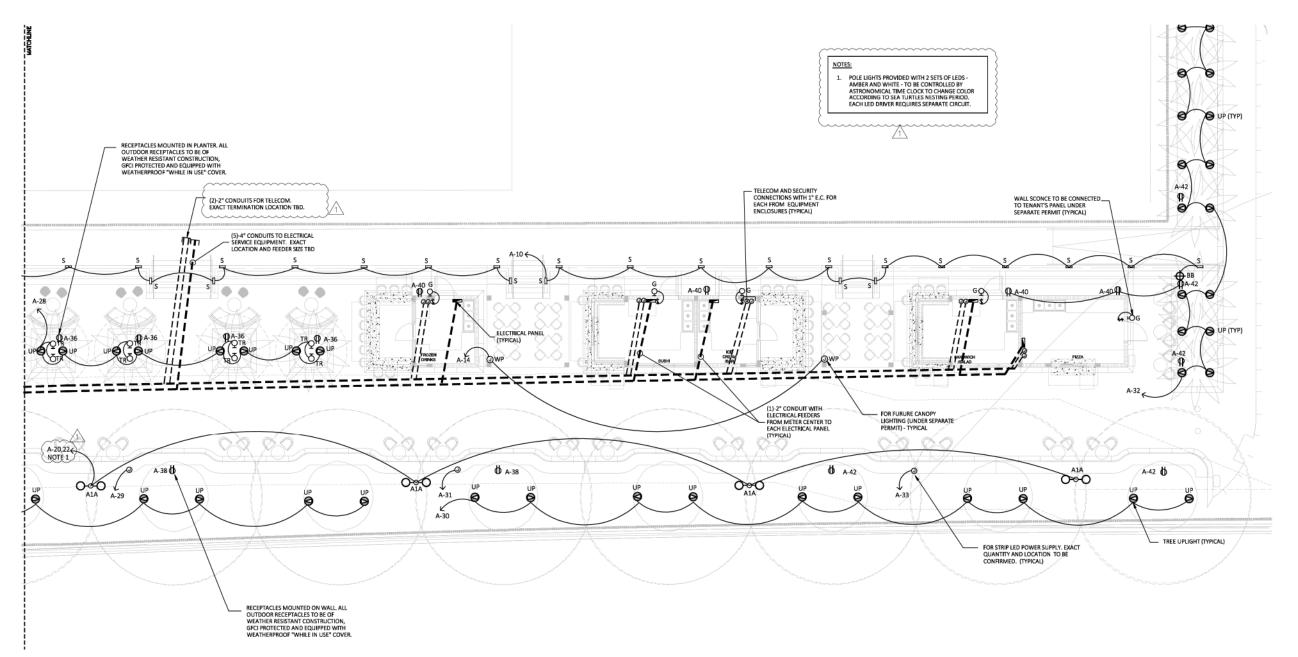
Date:	FEBRUAR	Y 15th 2021	
Project Ma	nager:	G.B.	•
Drawn By:		I.K.	-
Principal in	Charge:	E.K.	_
Project No		116102	

Scale:	1"=30′	0	30′	60'

Seal:

E2.01ACAM # 22-1123

Exhibit 2 Page 43 of 128



SITE PLAN - ELECTRICAL

SCALE: 1/8" = 1'-0"

1175 NE 125 STREET, SUITE 102 NORTH MIAMI, FL 33161

Bahia Mar



LAND PLANNER / LANDSCAPE ARCHITECT
1512 E.BROWARD BOULEVARD, SUTE 110
FORT LAUDERDALE, FLORIDA 33301 USA
TEP945 £24,330
WWW.edsaplan.com
LCC000001
PLANNING LANDSCAPE ARCHITECTURE URBAN DESIGN



ARCHITECT
KOBI KARP ARCHITECTURE
AND INTERIOR DESIGN, INC.
2915 BISCAYNE BLVD #200
MIAMI, FL 33137

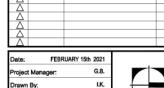


CIVIL ENGINEER FLYNN ENGINEERING SERVICES 241 COMMERCIAL BLVD. LAUDERDALE-BY-THE-SEA FL 33308



TRAFFIC ENGINEER TRAF TECH ENGINEERING INC 8400 N UNIVERSITY DR # 307 POMPANO BEACH, FL 33321

ISSUED FOR PERMIT 02-15-21



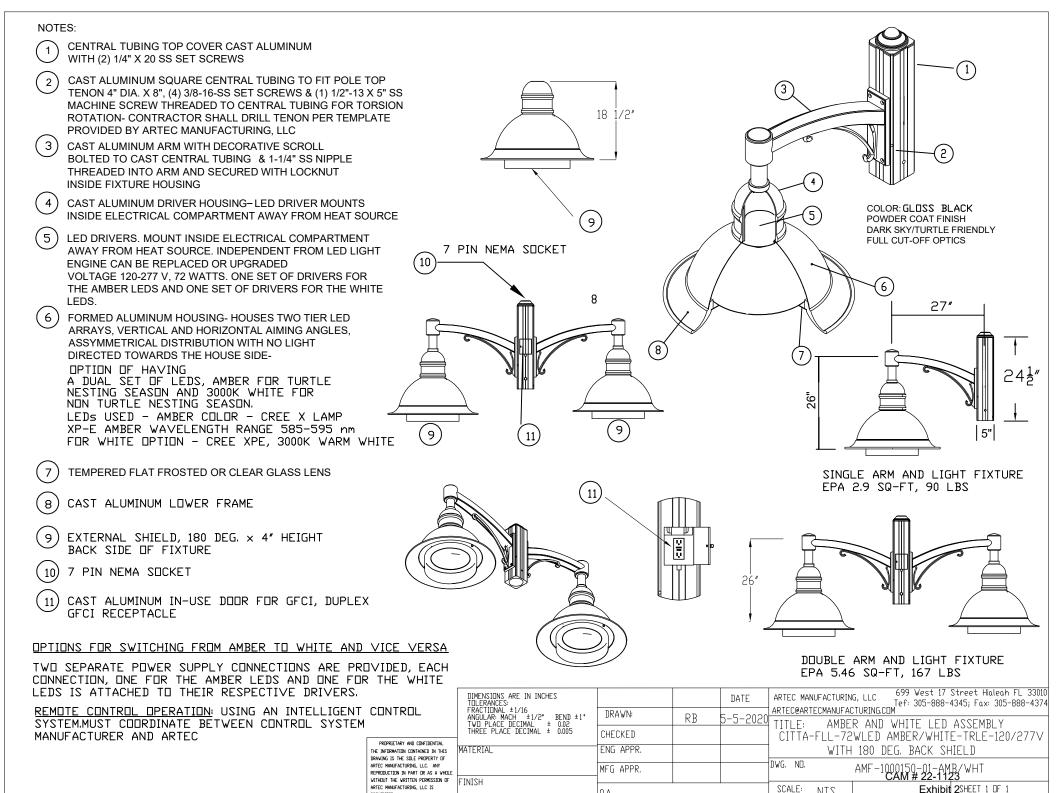
rawn By: LK.
rincipal in Charge: E.K.
roject No: 116102 NORTH

Scale: 1*=30*	0	30'	60°
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E2.01B CAM # 22-1123 Exhibit 2 Page 44 of 128

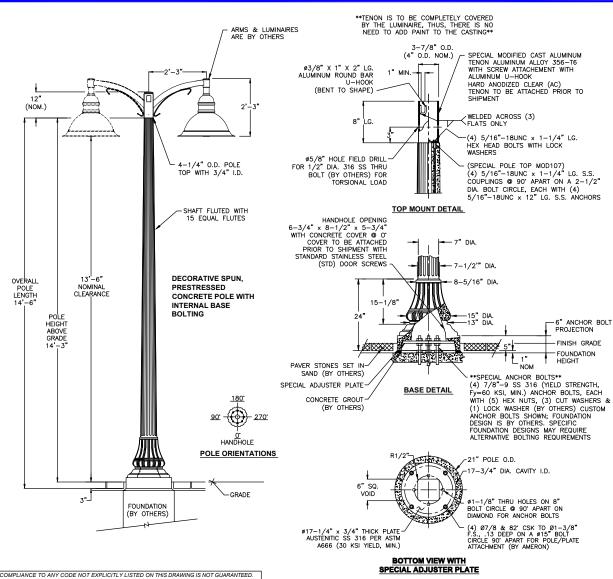
FELLER ENGINEERING
Edward J. Kronz P.E. Reg., # 49453
Certificate of Authorization # 90003427
SON E-HIED AVENUE
FORT LAUDEROALE FLORIDA 33301
PH: 954.467.4102 FAX: 954.467.5752
e-mai: telespe@fiellerp.com
JOB #20035



Q.A.

STN

Page 45 of 128



REV.	DATE	DESCRIPTION	DRN.	APPR.

"F" LEVEL	CONFIG CODE	s
OPTION CLASS	ENTRY	INFO
COATING	I	
HH COVER	43476M12	
DOOR SCRS	STD	

"P" LEVEL CONFIG CODES										
OPTION CLASS	ENTRY	INFO								
MIX	12									
FINISH	3									
BASE PLATE	45382G									
POLE TOP CON.	MOD107	SPECIAL								
STRUC. MOD	T.B.D.	NOTE 9								

TRADITIONAL INTERNAL BOLTING WASHINGTON POLE

ADITIONAL		DOLINIO MAGI		. 0		
POLE DESIG- NATION	OVERALL POLE LENGTH	INTERNAL ADJUSTER BOLT CIRCLE	BASE O.D.	ULTIMATE G.D. MOMENT (FT-LBS)	POLE WEIGHT (LBS)	
26ST14SPL	14'-6"	8"	21"	12,000	480	

() POLES REQUIRED, EACH WITH SPECIAL CAST ALUMINUM TENON, 3-7/8" O.D. x 8" LG. (P/N: 53013MHOOKACA); SPECIAL S.STL. ADJUSTER PLATE (P/N: 45425A)

- 1. MIX (123I): BLACK, EXPOSED AGGREGATE FINISH, WITH AMERSHIELD ANTI-GRAFFITI COATING
- 2. ASTM C-150 TYPE III GRAY CEMENT.
- 3. fc @ 28 DAYS = 6,000 PSI, USING SPUN CYLINDER TEST.
- 4. fc @ 28 DAYS = 5,000 PSI, USING ASTM C-31 CYLINDER TEST.
- 5. POLES MANUFACTURED PER ASTM C-1089-13 SPECIFICATIONS.
- 6. PROTECTIVE COAT EXPOSED P.C. WIRES AT POLE ENDS.
- 7. BASEPLATE FULLY PRESTRESSED WITH (4) 5/16" DIA. ASTM A-416 PRESTRESSING CABLES.
- 8. INTERNAL BOLT CONNECTION PER AMERON U.S. PATENT NO. 5,918,487.

- 9. MOD10K: CORROSION INHIBITOR MIX MODIFICATION. 10. THE POLE (& IMPLIED TENON ASSEMBLY) DEPICTED ON THIS DRAWING IS DESIGNED TO WITHSTAND THE LOADS IMPARTED BY A SLIP-FITTER MOUNTED CENTRAL BRACKET CAN (NOT TO EXCEED 18.5" TALL, 1.1 SQ. FT. EPA, 15 LBS.), WITH OPPOSING DOUBLE MAST ARMS (WITH EACH ARM NOT TO EXCEED 27" IN LENGTH, 0.55 SQ. FT. EPA, & 15 LBS., PER SIDE), WITH EACH ARM HOLDING A SINGLE PENDANT TYPE LUMINAIRE (NOT TO EXCEED 1.52 SQ. FT. EPA, 57 LBS.) PER THE 2017 FLORIDA BUILDING CODE & ASCE 7-10 USING 170 MPH WIND ZONE (3-SECONT GUSTS) RISK CATEGORY II, NON-BUILDING STRUCTURE, EXPOSURE C, SITE CLASS D, SURFACE ROUGHNESS CATEGORY C, NO HILL NOR ESCARPMENT. NOTE THAT THE TOTAL EPA OF BRACKET, (2) ARMS, & (2) LUMINAIRES DOES NOT EXCEED 5.25 SQ. FT. & THEIR TOTAL WEIGHT DOESN'T EXCEED 164 LBS. PLEASE CONTACT & ADVISE MANUFACTURER IF THE INTENDED LOADING EXCEEDS THESE VALUES.

APPROVED BY

DATE

FPID #424027-2-52-01 CITY OF FORT LAUDERDALE 26ST14 POLE WITH TENON ASSEMBLY

THIS DOCUMENT CONTAINS INFORMATION WHICH IS PROPRIETARY TO NATIONAL OILWELL VARCO. IT SHALL NOT BE REPRODUCED, USED OR DISCLOSED TO ANYONE WITHOUT THE PRIOR WRITTEN PERMISSION OF NATIONAL OILWELL VARCO.



REV

NPage 46 of 12804-060

PLEASE CONTACT NATIONAL OILWELL VARCO IF YOU HAVE SPECIFIC CODE REQUIREMENTS.

SECTION No(s).: 86180000

S.R. No.: A1A

PERMIT No: 2022-L-491-00003

COUNTY: BROWARD

EXHIBIT C

MAINTENANCE PLAN FOR

LANDSCAPE AND HARDSCAPE IMPROVEMENTS

This Exhibit forms an integral part of the DISTRICT FOUR (4) LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida Department of Transportation and the AGENCY.

Please see attached

Page 47 of 128

MAINTENANCE PLAN Landscape and Hardscape Improvements

Project State Road No(s): AIA (Seabreeze Boulevard) from MP 2.396 to MP 2.487

Permit or FM No(s): 2022-L-491-00003 RLA of Record: Jeff Suiter, RLA

Maintaining Agency: City of Fort Lauderdale

Date: October 28, 2022

All landscape, hardscape, and lighting improvements within FDOT right of way shall be maintained to avoid potential roadway hazards and to provide required clear visibility, accessibility, clearance, and setbacks as set forth by Florida Department of Transportation (FDOT) governing standards and specifications: FDOT Standard Plans, FDOT Plans Design Manual and FDOT Standard Specifications for Road and Bridge Construction, as amended by contract documents, and all other requirements set forth by the District 4 Operations Maintenance Engineer.

The initial portion of the Maintenance Plan (**Part I**) describes general maintenance requirements and recommendations. The concluding section (**Part II**) provides recommendations prepared by the Registered Landscape Architect of Record specific to the attached approved plans.

PART I. GENERAL MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS:

A. GENERAL REQUIREMENTS:

As part of the maintenance responsibility, the Agency shall keep in good repair and replace defective or worn-out parts of all the improvements. The Agency responsibility to keep the improvements in good repair shall include all necessary inspection, maintenance, repair and replacement of any type or nature, including, but not limited to, inspection, maintenance, repair, and replacement due to normal wear and tear, named storm event, acts of God, vandalism, and accidents. The Agency shall take all necessary steps to maintain the improvements in a manner to protect against injury to any person or property.

The Agency shall be solely responsible for any damages to surrounding property, real estate, vehicles, pedestrians, or other assets occurring as a result of maintenance and operation of the improvements and shall repair such damage to the satisfaction of the Department at no expense to the Department.

AMERICANS WITH DISABILITIES ACT ("ADA")

The Agency agrees to maintain, at its sole cost and expense, all improvements in compliance with any and all applicable laws which shall include, but not be limited to, laws and regulations relating to the Americans with Disabilities Act ("ADA") of 1990, as currently enacted or as may be amended from time to time. Sidewalk areas shall be always accessible. If sidewalk closures are needed, alternate routes shall be clearly identified, and missing sidewalk shall be restored either with permanent or temporary materials at the end of each workday.

MAINTENANCE OF TRAFFIC CONTROL

Reference the FDOT website regarding the selection of the proper traffic control requirements to be provided during routine maintenance and / or new installations of this DOT roadway.

LITTER, GRAFFITI AND PEST CONTROL

The project site shall remain as litter free as practicable. It is recommended to recycle this litter to avoid unnecessary waste by its reuse. Litter removal efforts must meet *FDOT Maintenance Rating Program* (MRP) standards.

The Improvements to be constructed with this project shall not contain advertising. Nor shall advertising be placed upon them by any party in the future. The improvements shall be kept free of graffiti. The improvements shall be free of pests such as stinging insects, rodents, and vermin, including removal of nests as needed.

VEGETATION MANAGEMENT AT OUTDOOR ADVERTISING (ODA) (IF APPLICABLE)

To avoid conflicts with permitted outdoor advertising, please reference the State of Florida website regarding the vegetation management of outdoor advertising. This website provides a portal to search the FDOT Outdoor Advertising Inventory Management System Database. The database contains an inventory of outdoor advertising structures, permits and other related information maintained by the Department.

Also, reference the *Florida Highway Beautification Program* website link for *Vegetation Management at ODA signs* Florida Statutes and Florida Administrative Code related to vegetation management at outdoor advertising sign, permit applications for vegetation management and determining mitigation value of roadside vegetation.

B. LANDSCAPE REQUIREMENTS AND RECOMMENDATIONS:

WATERING REQUIREMENTS

Watering is a critical concern for not only the maintenance of healthy plant material but also for observing water conservation practices. The amount of water to apply at any one time varies with the weather, drainage conditions and water holding capacity of the soil. For plant materials that have been established, it is imperative that any mandated water restrictions be fully conformed to on FDOT roadways.

Proper watering techniques should provide even and thorough water dispersal to wet the entire root zone, but not saturate the soil or over-spray onto travel lanes.

IRRIGATION SYSTEM

The Agency shall ensure there are no roadway overspray or irrigation activities during daytime hours (most notably "rush hour" traffic periods). It is imperative the irrigation controller is properly set to run early enough that the watering process will be entirely completed before high traffic periods, while adhering to mandated water restrictions. To ensure water conservation, the Agency shall monitor the system for water leaks and the rain sensors to ensure they are functioning properly so that the system shuts down when there is sufficient rainfall.

MULCHING

Mulch planting beds to prevent weed growth, retain moisture to the plants, protect against soil erosion and nutrient loss, maintain a more uniform soil temperature, and improve the appearance of the planting beds. Do not mound mulch against the trunks of trees, palms, and the base of shrubs to allow air movement which aids in lowering disease susceptibility. Cypress mulch is prohibited on state right of way.

INTEGRATED PLANT MANAGEMENT

An assessment of each planting area's soil is recommended to periodically determine the nutrient levels needed to sustain healthy, vigorous plant growth.

Palms, shrubs, trees, and turf areas shall be fertilized in such a manner and frequency to ensure that the plant material remains healthy and vigorously growing. Please be alert to changes in fertilization types per University of Florida, Institute of Food and Agricultural Services (I.F.A.S.) recommendations. Establishment of an integrated pest management program is encouraged to ensure healthy plants, which are free of disease and pests.

PRUNING

All pruning, and the associated safety criteria, shall be performed according to American National Standard Institute (ANSI) A300 standards and shall be supervised by an International Society of Arboriculture (ISA) Certified Arborist. Pruning shall be carried out with the health and natural growth of plant materials in mind, to achieve the FDOT requirements for maintaining clear visibility for motorists, and provide vertical clearance for pedestrian, bicyclist, and truck traffic where applicable. Visibility windows must be maintained free of view obstructions, and all trees and palms must be maintained to prevent potential roadway and pedestrian hazards. All palms are to be kept fruit free. The understory plant materials selected for use within the

restricted planting areas (Limits of Clear Sight) are to be mature height in compliance with the *FDM Window Detail*. Vertical clear zones for vegetation heights over roadways and sidewalks must meet the requirements of the *FDOT Maintenance Rating Program* (MRP) standards. See Reference pages. The R.L.A. of Record will provide the specific pruning heights for mature or maintained height and spread of all plant material to achieve the design intent shall be noted in Part II., Specific Project Site Maintenance Requirements and Recommendations.

STAKING AND GUYING

All staking materials are to be removed after one year or as directed by the RLA of Record.). Any subsequent staking and guying activities by the Agency must adhere to *FDOT Standard Plans* guidelines (See Index 580-001). The Agency shall closely monitor staking and guying attachment materials so that they are securely fastened to avoid potential roadway hazards.

TURF MOWING

All grassed areas are to be mowed and trimmed with sufficient frequency to maintain a deep, healthy root system while providing a neat and clean appearance to the urban landscape. All turf efforts, mowing, curb/sidewalk edging and turf condition, must at a minimum, meet *FDOT Maintenance Rating Program* (MRP).

WEEDING/HERBICIDE

All planting areas shall be maintained as weed free as practicable by enlisting integrated pest management practices in areas specified on the plans and maintaining proper mulch levels. Extreme care is recommended when using a chemical herbicide to avoid overspray onto plant materials. It is the applicator's responsibility to restore any damage resulting from overspray to the plantings, per the approved plans.

PLANT REPLACEMENT

Plant replacement shall be the same species and specification as the approved plan. Move and replace all plant materials that may conflict with utility relocations and service. Only plants graded Florida #1 or better, per the *Florida Department of Agriculture and Consumer Services, Grades and Standards for Nursery Plants* are permitted on FDOT roadways. Should it become necessary to change the species, a permit is required from FDOT for approval by the FDOT District Landscape Architect.

C. HARDSCAPE REQUIREMENTS AND RECOMMENDATIONS:

LIGHTING

The AGENCY shall perform all activities necessary to keep the Lighting improvements fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type or roadway system, at all times, in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Said maintenance shall include, but shall not be limited to, providing electrical power, and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the lighting and electrical components, as may be necessary.

A notification sign shall be posted at all times with the name and phone number of the department within the AGENCY responsible for maintenance of the Lighting so that members of the public may contact the Agency regarding any problems. The Agency shall promptly respond and correct all complaints regarding maintenance.

LANDSCAPE ACCENT LIGHTING

Landscape accent lighting shall be maintained in such a manner as to prolong the life of the lighting fixture and prevent potential safety hazards. If the lighting fixtures and their system become damaged, they shall be replaced with the same type and specification as the approved plan. Landscape lighting shall meet requirements for the sea turtle nesting and hatching.

TREE CELL STRUCTURES

Underground tree cells shall be maintained in such a manner as to prolong the life of the structure and prevent potential safety hazards. If the structures fail or become damaged, they shall be replaced with the same type and specification as the approved plan.

SITE FURNISHINGS

Site furnishing such as Trash Receptacles, Benches, Bollards and Bicycle Racks shall be maintained in such a manner as to prolong the life of the fixture and prevent potential safety hazards. If the fixtures and their overall function and mounting systems become damaged, they shall be replaced with the same type and specification as the approved plan.

HARDSCAPE (SPECIALTY SURFACING)

All tree grates and specialty surfacing (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the surfacing and tree grates. Final surface tolerance from grade elevations shall, at a minimum, meet the most current FDOT Maintenance Rating Program Handbook for a sidewalk; ADA accessible sidewalk; and FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on The State Highway System. If the specialty surfacing or tree grates become damaged, they shall be replaced with the same type and specification as the approved plan.

HARDSCAPE (CONCRETE PAVERS)

All concrete pavers (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the pavers. Final surface tolerance from grade elevations shall, at a minimum, meet the most current *Interlocking Concrete Pavement Institute (ICPI)*, *Guide Specifications for Pavers on an Aggregate Base, Section 23 14 13 Interlocking Concrete Pavers*, Part 3.05. If the concrete pavers become damaged, they shall be replaced with the same type and specification as the approved plan.

It shall be the responsibility of the AGENCY to maintain all signs located within a non-standard surfacing area. Such maintenance to be provided by the AGENCY shall include repair and replacement of the sign panel, post, and base.

HARDSCAPE (NON-STANDARD TRAVELWAY SURFACING)

It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway, including asphalt pavement (if applicable), caused, or contributed by the installation or failure of non-standard surfacing, and/or the header curb, on the Department of Transportation right of way within the limits of this Agreement. Pavement restoration areas or "patches" will have a minimum length of 10-ft, measured from the edge of the header curb, and a width to cover full lanes for each lane affected by the restoration.

Pavement restoration will be performed in accordance with the most current edition of the FDOT Standard Specifications for Road and Bridge Construction, and the FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System.

PART II. PROJECT SPECIFIC SITE MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS:

- The design intent of the project is to provide activation at the Marina and create a safe, comfortable, shaded pedestrian environment along A1A. The design provides a 12' accessible walking surface separated from A1A by planting. Bus drop-off and bicycle parking are provided to offer access from the site without the use of a car.
- 2. Canopy Trees (*Conocarpus erectus /* Green Buttonwood) are intended to be maintained at mature height and spread. Refer to Part I Pruning, for clear sight window and vertical clear zone pruning requirements.
- 3. Remove suckering growth from base and clear trunk areas for single-trunked trees, Green Buttonwood and Coconut Palms on a as needed to maintain clear site.
- 4. To maintain the intended appearance of all palms (*Cocos nucifera* / Green Malayan Coconut), apply the latest palm fertilizer recommended by the University of Florida IFAS Extension per the manufacturer's specifications.
- 5. To maintain the intended appearance of all shrubs or turf grass, apply the latest fertilizer recommended by the University of Florida IFAS Extension per the manufacturer's specifications.
- 6. Do not remove fronds from self-cleaning palms, unless damaged. Palms with persistent fronds shall only have dead fronds removed, do not remove any green fronds. If it is deemed necessary to prune a palm's fronds, no fronds shall be trimmed above 3 o'clock and 9 o'clock on the horizontal plain.
- 7. Groundcover and shrub horizontal growth shall be maintained to prevent foliage from growing beyond the limits of the planting areas shown on the plan. Maintain a clean edge 1– 2" offset at the edge of curb, pavement, sidewalk and/or other hardscape improvements.
- 8. Maintain the vertical height of:
 - Chrysobalanus icaco 'Red Tip' to its natural form full to ground. Height not to exceed 42". Design intent is not to hedge.
 - Clusia rosea 'Nana" to its natural form full to ground. Height not to exceed 36".
 - Clusia guttifera to a hedgerow form full to ground. Height not to exceed 54".
 - Conocarpus erectus 'sericeus' trimmed to maintain visibility. Height not to exceed 36".
 - Zamia floridana to its natural form and growth pattern.
 - *Muhlenbergia capillaris* to its natural form. Prune annually or as needed after blooming.
 - *Liriope x 'NoMo'* Height to be maintained between 4"- 6". Naturally grows to 6" maximum height.
- 9. Inspect groundcovers and shrubs on a bi-annual basis for maintaining full ground coverage.
- 10. Evaluate plant material on a monthly basis for pests, diseases, drought stress or general decline. If required, follow the integrated pest management program established by the Agency to ensure healthy plants.
- 11. Concrete pavers shall be inspected on a biannual basis for the aesthetic appearance and safety conditions. Address any issues identified by repairing or replacing those specific locations. To maintain the overall aesthetic appearance and safety of the concrete pavers they shall be cleaned on a twice a yearly basis to prevent mold, dirt, oil, and gum build up. Joints and cracks in concrete, patterned concrete or asphalt, concrete pavers, concrete curbs, expansion joints, catch basins, gutter areas, etc. shall be inspected on a quarterly basis to keep those areas free of weeds.

- 12. Inspect the irrigation system performance on a quarterly 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 box etc.) are repaired or replaced.
- 13. The Bicycle air pump shall be inspected monthly to prolong the life of the fixture and prevent potential safety hazards. It will be maintained and repaired in a commercially reasonable manner or replaced as necessary.
- 14. Site lighting, including the A1A pole, post top and tree mounted lighting shall be maintained in such a manner as to prolong the life of the fixture and prevent potential safety hazards. Fixture Illumination shall be inspected monthly and replaced with fixtures specified in the drawings as needed. Pole and bollard posts shall be inspected for damage bimonthly and repaired in a commercially reasonable manner or replaced as necessary. Site receptacles will be inspected monthly to prolong the life of the fixture and prevent potential safety hazards.

REFERENCES (4-27-20)

This reference list is provided as a courtesy. The list may not contain the most current websites. The most current references must be accessed for up-to-date information.

Accessible Sidewalk (ADA) http://www.access-board.gov/guidelines-and-standards/streets-sidewalks

Americans with Disabilities Act (ADA) (ADAAG) http://www.ada.gov/2010ADAstandards_index.htm

American National Standard Institute, ANSI A300, (Part 1) for Tree Care Operations – Trees, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning), available for purchase http://webstore.ansi.org

Florida Department of Agriculture and Consumer Services, Division of Plant Industry, *Florida Grades and Standards for Nursery Plants 2015* http://www.freshfromflorida.com/Divisions-Offices/Plant-Industry/Bureaus-and-Services/Bureau-of-Plant-and-Apiary-Inspection

Florida Department of Community Affairs (DCA), Florida Board of Building Codes & Standards, 2017 Florida Building Code, Chapter 11 Florida Accessibility Code for Building Construction Part A http://www.floridabuilding.org/fbc/workgroups/Accessibility_Code_Workgroup/Documentation/CHAPTER_11_w_fla_specifics.htm

Florida Department of Transportation, *Program Management, Maintenance Specifications Workbook Supplemental Specifications, Section 580 Landscape Installation*

http://www.fdot.gov/programmanagement/Maintenance/2019Jan/default.shtm

Florida Department of Transportation, FDOT Standard Plans for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 580-001 Landscape Installation http://www.fdot.gov/design/standardplans/current/IDx/580-001.pdf

Florida Department of Transportation, FDOT Design Manual for Design, Construction, Maintenance and Utility Operations on the State Highway System, Chapter 212.11 Clear Sight Triangles http://www.fdot.gov/roadway/FDM/current/2018FDM212Intersections.pdf

Florida Department of Transportation, FDOT Design Manual for Design, Construction, Maintenance and Utility Operations on the State Highway System, Chapter 215.2.3 Clear Zone Criteria and 215.2.4 Lateral Offset, Table 215.2.1 Clear Zone Width Requirements, Table 215.2.2 Lateral Offset Criteria (for Trees) http://www.fdot.gov/roadway/FDM/current/2018FDM215RoadsideSafety.pdf

Florida Department of Transportation, FDOT Standard Plans for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index Series 102-600 Traffic Control through Work Zones http://www.fdot.gov/design/standardplans/current/IDx/102-600.pdf

Department of Transportation, Landscape Architecture Website www.MyFloridaBeautiful.com

Florida Department of Transportation, *Maintenance Rating Program Handbook* http://www.dot.state.fl.us/statemaintenanceoffice/MaintRatingProgram.shtm

Florida Department of Transportation Outdoor Advertising Database http://www2.dot.state.fl.us/rightofway/

Florida Exotic Pest Plant Council Invasive Plant Lists http://www.fleppc.org/list/list.htm

Florida Irrigation Society http://www.fisstate.org

Florida Power and Light (FPL), *Plant the Right Tree in the Right Place* http://www.fpl.com/residential/trees/right_tree_right_place.shtml

SECTION No(s).: 86180000

S.R. No.: A1A

PERMIT No: 2022-L-491-00003

COUNTY: BROWARD

EXHIBIT D

RESOLUTION

This Exhibit forms an integral part of the DISTRICT FOUR (4) LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.

Please see attached

SECTION NO: 86010, 86050,

81180, 86180

S.R. NO(S):

A1A

COUNTY:

BROWARD

FM NO.(S):

22811.6, 41687.2

WPI NO.(S):

4110739, 4110882

DISTRICT FOUR (4) MAINTENANCE MEMORANDUM OF AGREEMENT INCLUSIVE AGREEMENT FOR SR A1A

THIS AGREEMENT, made and entered into this <u>3/ot</u> day of <u>1000</u> by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, hereinafter called the DEPARTMENT and the CITY OF FORT LAUDERDALE, a political subdivision of the State of Florida, existing under the Laws of Florida, hereinafter called the AGENCY.

WITNESSETH:

WHEREAS, the DEPARTMENT has jurisdiction over State Roads A1A as part of the State Highway System as described in Exhibit A; and

WHEREAS, the DEPARTMENT seeks to install and have maintained by the AGENCY certain landscape improvements within the right-of-way of State Road A1A as described within Exhibit B; and

WHEREAS, the AGENCY seeks to install and maintain certain landscape improvements within the right-of-way of State Road A1A as described within Exhibit B; and

WHEREAS, the AGENCY and the DEPARTMENT have entered into previous agreements for the AGENCY to maintain landscape and hardscape on DEPARTMENT right-of-way; and

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain the highway facilities as SR A1A described further in Exhibit A attached hereto and incorporated by reference herein, within the corporate limits (or unincorporated if County) of the AGENCY; and

WHEREAS, the DEPARTMENT, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain the highway facilities as described in Exhibit A attached hereto and incorporated by reference herein, within the corporate limits of the AGENCY; and

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WHEREAS, the AGENCY is of the opinion that highway facilities within the AGENCY'S limits that contain landscaped medians and areas outside the travel way to the right of way line, including any hardscape, shall be maintained by periodic pruning, mowing, fertilizing, weeding, litter pick-up, necessary replanting and repair, and inside travel way as described in Exhibit C; and

WHEREAS, it is the intent of the AGENCY and the DEPARTMENT that the AGENCY shall maintain all right of way outside the travel way and improvements made to the travel way at the request of the AGENCY as described in Exhibit D; and

WHEREAS, the AGENCY and DEPARTMENT intend for this agreement to replace and supersede the agreements described in Exhibit E only to the extent where the agreement addresses State Road A1A, and except as otherwise provided in this Agreement; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the AGENCY by Resolution No. 07-252 dated 12007, attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so;

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

- 1. The **DEPARTMENT** has installed, or will install, landscape, irrigation and/or hardscape on the highway facilities as specified in plans and specifications hereinafter referred to as the Projects and incorporated herein as referenced as SR A1A in Exhibit B, E & F. Hardscape shall mean tree grates; any non-standard lighting; any non-standard roadway, sidewalk, median or crosswalk surfacing (such as, but not limited to, interlocking pavers, stamped asphalt or stamped concrete).
- 2. The AGENCY has installed, or will install, landscape, irrigation and/or hardscape on the highway facilities as specified in plans and specifications hereinafter referred to as the Projects and incorporated herein as Exhibit B and Exhibit G. Hardscape shall mean tree grates; any non-standard lighting; any non-standard roadway, sidewalk, median or crosswalk surfacing (such as, but not limited to, interlocking pavers, stamped asphalt or stamped concrete).
 - When the AGENCY is installing or will install the project, they shall comply with the following criteria:
 - (a) All plant materials shall be installed and maintained in strict accordance with sound nursery practice prescribed by the International Society of Arboriculture (ISA); all plant materials

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- installed shall be Florida #1 or better according to the most current edition of Florida Department of Agriculture, Florida Grades and Standards for Nursery Stock; and all trees shall meet Florida Power & Light, Right Tree, Right Place, South Florida.
- (b) Trees and palms within the right-of-way shall be pruned to discourage encroachment to roadways, clear zones and sidewalks. Definition of these criteria is included in the most current editions of FDOT standards for design, construction, maintenance, and utility operations on the state highway system.
- (c) Tree and palm pruning shall be supervised by properly trained personnel trained in tree pruning techniques and shall meet the most current standards set forth by the International Society of Arboriculture (ISA) and the American National Standard Institute (ANSI) Part A-300 and be licensed by Broward County Environment Protection Department to perform this work.
- (d) Irrigation installation and maintenance activities shall conform to the standards set forth by the Florida Irrigation Society (FIS) latest edition of FIS, Standards and Specifications for Turf and Landscape Irrigation Systems.
- (e) When the AGENCY is installing the Project and irrigation is to be installed, the DEPARTMENT shall be provided accurate as-built plans of the system so if in the future there is a need for the DEPARTMENT to perform work in the area, the system can be accommodated as much as possible.
- (f) If it becomes necessary to provide utilities (water/electricity) to the median or side areas, it shall be the AGENCY'S responsibility to obtain a permit for such work through the local maintenance office and the AGENCY shall be responsible for all associated fees for the installation and maintenance of these utilities.
- (g) All hardscape shall be installed and maintained in strict accordance with the most current edition of the Florida Accessibility Code for Building Construction and the Interlocking Concrete Pavement institute (ICPI).
- (h) All activities, including project installation and future maintenance operations performed on State highway right-of-way, must be in conformity with the most current edition of the Manual on Uniform Traffic Control (MUTCD) and FDOT Design Standards, Index 600 Series, Traffic Control through Work Zones.
- (i) The most current edition of FDOT Design Standards, Index 546 must be adhered to.
- (j) Horizontal Clearance and Clear Zone as specified in the FDOT Plans Preparation Manual, Volume 1, Chapters 2 and 4 and FDOT Design Standards, Index 700 must be adhered to.

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- (k) Landscape shall not obstruct roadside signs or permitted outdoor advertising signs, (see Rule Chapter 14-40, Part 1 and Part III, Florida Administrative Code [F.A.C.]).
- (l) The AGENCY shall provide the local FDOT Operation Center, located at 5548 N.W. 9th Avenue, Fort Lauderdale, FL 33309 (954) 776-4300, a twenty-four (24) hour telephone number and the name of a responsible person that the **DEPARTMENT** may contact. The AGENCY shall notify the local maintenance office forty-eight (48) hours prior to the start of the project.
- (m) If there is a need to restrict the normal flow of traffic, it shall be done on off-peak hours (9 AM to 3 PM), and the party performing such work shall give notice to the local law enforcement agency within whose jurisdiction such road is located prior to commencing work on the project. The DEPARTMENT'S Public Information Office shall also be notified.
- (n) The AGENCY shall be responsible to clear all utilities within the project limits.
- (o) The **AGENCY** shall follow the minimum level of maintenance guidelines as set forth in FDOT'S Rule Chapter 14-40 Highway Beautification and Landscape Management, in the FDOT *Guide to Roadside Mowing and Maintenance Management System*, and Exhibit C Maintenance Plan for maintenance activities for landscape projects.
- 3. The AGENCY agrees to maintain the landscape improvements, as existing and the ones to be installed, within the description of Exhibit A as defined as; plantings, irrigation, and / or hardscape within the medians and areas outside the travel way to the right of way line and within the travelway as described in Exhibit C. The non-standard improvements to the travelway shall be maintained by the AGENCY regardless if the said improvement was made by the DEPARTMENT, the AGENCY, or others by periodic pruning, mowing, fertilizing, weeding, curb and sidewalk edging, litter pickup, necessary replanting, and / or repair following the DEPARTMENT'S landscape safety and plant care guidelines and Exhibit C, the Maintenance Plan. The AGENCY'S responsibility for maintenance shall include all landscaped / turfed and hardscape areas within the median and areas within the travel way to the right of way line. Coconut Palms must be kept fruit free year round. Hardscape shall mean tree grates; any non-standard lighting; any non-standard roadway, sidewalk, median or crosswalk surfacing (such as, but not limited to, interlocking pavers, stamped asphalt or stamped concrete). It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway caused by the differential characteristics of non-standard surfacing and/or the header curb on Department of Transportation right-of-way within the limits of this Agreement. Additionally the AGENCY shall continue to put plywood across the openings of the decorative free standing wall whenever a storm approaches (Exhibit C).

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Such maintenance to be provided by the AGENCY is specifically set out as follows: to maintain, which means the proper watering and fertilization of all plants and keeping them as free as practicable from disease and harmful insects; to properly mulching the plant beds; to keeping the premises free of weeds; to moving the grass to the proper height; to properly pruning all plants which at a minimum includes: (1) removing dead or diseased parts of plants, (2) pruning such parts thereof to provide clear visibility to signage or for those using the roadway and or sidewalk; (3) preventing any other potential roadway hazards. Plants shall be those items which would be scientifically classified as plants and include but are not limited to trees, shrubs, groundcover and sod. To maintain also means removing or replacing dead or diseased plants in their entirety, or removing or replacing those that fall below original project standards. All plants removed for whatever reason shall be replaced by plants of the same size and grade as specified in the original plans and specifications. To maintain also means keeping the header curbs that contain the surfacing treatment in optimum condition. To maintain also means keeping the hardscape areas free from weeds and repairing said hardscape as is necessary to prevent a safety hazard. To maintain also means keeping litter removed from the median and areas outside the travel way to the right of way line.

If it becomes necessary to provide utilities (water/electricity) to the median or side areas for these improvements, all costs associated with accent lighting and irrigation installation, maintenance, fees and connections as well as on-going cost of the utility are the maintaining AGENCY'S responsibility. The AGENCY shall become responsible for the utilities upon final acceptance of the construction project by the DEPARTMENT (including any establishment or warranty period). The AGENCY shall be responsible for all fees and ongoing costs during the establishment and warranty period and thereafter.

The above named functions to be performed by the AGENCY may be subject to periodic inspections by the **DEPARTMENT** at the discretion of the **DEPARTMENT**. Such inspection findings will be shared with the AGENCY and shall be the basis of all decisions regarding, repayment, reworking or agreement termination. The AGENCY shall not change or deviate from said plans without written approval of the **DEPARTMENT**.

4. This Agreement shall replace and supersede any and all preceding agreements only to the extent where the Agreement addresses State Road A1A, as listed in Exhibit E and except lease agreements dated April 25, 2005 and April 12, 2002 between the DEPARTMENT and the City of Fort Lauderdale. The landscape improvement plans attached to the referenced agreements shall by reference become a part of this agreement as if they were attached hereto. The AGENCY shall have the same duty to maintain those landscape improvements under this Agreement as the Agency did under the previous agreements, and as more specifically detailed in this Agreement.

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Although the lease agreements dated April 25, 2005 and April 12, 2002 are still in effect, the **AGENCY** shall have the further responsibility to maintain that area described in the lease in accordance with this agreement in addition to the lease requirements.

If either lease expires or is not renewed the area of the lease shall be maintained in accordance with this Agreement.

The AGENCY agrees to reimburse the **DEPARTMENT** all monies expended for the Project, should the landscape improvement areas fail to be maintained in accordance with the terms and conditions of the Agreement.

- 5. If at any time after the AGENCY has assumed the landscape improvement areas and/or maintenance responsibility for the above-mentioned, it shall come to the attention of the DEPARTMENT'S District Secretary that the limits or a part thereof is not properly maintained pursuant to the terms of this Agreement, said District Secretary may at his/her option issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the AGENCY, to place said AGENCY on notice thereof. Thereafter the AGENCY shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT may at its option, proceed as follows:
 - (a) Maintain the landscape improvements, or a part thereof, with **DEPARTMENT** or contractor's personnel and invoice the **AGENCY** for expenses incurred, or
 - (b) Terminate the Agreement in accordance with Paragraph 9 of this Agreement and remove, by **DEPARTMENT** or contractor's personnel, all of the landscape improvements installed under this Agreement or any preceding agreements except as to trees and palms and charge the **AGENCY** the reasonable cost of such removal.
- 6. It is understood between the parties hereto that the landscape improvements covered by this Agreement may be removed, relocated or adjusted at any time in the future as determined to be necessary by the **DEPARTMENT** in order that the adjacent state road be widened, altered or otherwise changed to meet with future criteria or planning of the **DEPARTMENT**. The **AGENCY** shall be given sixty (60) calendar days notice to remove said landscape improvements and existing landscape improvements after which time the **DEPARTMENT** may remove same. All permits (including tree permits), fees, and any mitigation associated with the removal, relocation or adjustments of these improvements are the maintaining **AGENCY'S** responsibility.
- 7. The AGENCY at its own expense and by FDOT permit shall install the landscape improvements described in Exhibit F. The DEPARTMENT shall be invited to assist the AGENCY in final inspection before acceptance of the job by the AGENCY. The Page 6 of 23

DEPARTMENT shall approve the job provided it complies with the permit.

8. The **DEPARTMENT** agrees to enter into a contract for the installation of landscape Project for an amount not to exceed \$ 34,266.48 as defined in Exhibit H.

The **DEPARTMENT'S** participation in the Project cost, as described in Exhibit H is limited to only those items which are directly related to this Project. The **AGENCY** shall be invited to assist the **DEPARTMENT** in final inspection at the end of the contractor's 90 day warranty and establishment period.

- 9. The AGENCY agrees to reimburse the DEPARTMENT all monies expended by the DEPARTMENT for the projects listed in Exhibit B and Exhibit F in the amounts listed in those agreements should the landscape improvement areas fail to be maintained in accordance with the terms and conditions of this Agreement in the amounts listed in those agreements.
- 10. This Agreement may be terminated under any one (1) of the following conditions:
 - (a) By the **DEPARTMENT**, if the **AGENCY** fails to perform its duties under Paragraph 3, following ten (10) days written notice.
 - (b) By the **DEPARTMENT**, for refusal by the **AGENCY** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **AGENCY** in conjunction with this Agreement.
- 11. The term of this Agreement commences upon execution.
- 12. With respect to any of the AGENCY'S agents, consultants, subconsultants, contractors, subcontractors, such party in any contract for this project shall agree to indemnify, defend, save and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission of commission of such agents, consultants, subconsultants, contractors and/or subcontractors. The AGENCY shall provide to the DEPARTMENT written evidence of the foregoing upon the request of the DEPARTMENT. It is specifically understood and agreed that the indemnification clause does not cover or indemnify the DEPARTMENT for its own negligence.

In the event that **AGENCY** contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:

(a) AGENCY'S contractor shall at all times during the term of this Agreement keep and Page 7 of 23

maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of \$500,000.00 per Liability. Coverage must be afforded on a form no more restrictive that the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office and shall name **DEPARTMENT** as an additional insured.

- (b) AGENCY'S contractor shall furnish AGENCY with Certificates of Insurance of Endorsements evidencing the insurance coverage specified herein prior to the beginning performance of work under this Agreement.
- (c) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of AGENCY'S contractor is completed. All policies must be endorsed to provide DEPARTMENT with at least thirty (30) days notice of cancellation and or/or restriction. If any of the insurance coverage will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.
- 13. The AGENCY may construct additional landscape improvements within the limits of the rights-of-ways identified as a result of this document, subject to the following conditions:
 - (a) Plans for any new landscape improvements shall be subject to approval by the **DEPARTMENT'S** District Landscape Architect. The **AGENCY** shall not change or deviate from said plans without written approval by the **DEPARTMENT**.
 - (b) The AGENCY shall procure a permit from the DEPARTMENT
 - (c) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and road design standards;
 - (d) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional landscape improvements installed at no cost to the **DEPARTMENT**;
- 14. In the event the **DEPARTMENT** decides to construct additional landscape improvements or modify these improvements within the limits of the rights of way herein previously identified, the **DEPARTMENT** and the **AGENCY** shall agree in writing and require signature from the responsible **AGENCY** (Chairperson/Mayor/City Manager/City Engineer/Director of Public Works/Director of Parks and Recreation approval signature) to the new landscape improvements and maintenance plan thereof. If the **AGENCY** and the **DEPARTMENT** are unable to come to an agreement, the **DEPARTMENT**, in its sole

Page 8 of 23

- discretion, may install sod and the agency shall be required, pursuant to this Agreement, to continue maintaining said landscape improvements including existing vegetation.
- 15. This writing embodies the entire Agreement and understanding between the parties hereto and there are no other agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded either wholly or partially hereby except as specifically stated herein, except lease agreements dated April 25, 2005 and April 12, 2002 between the **DEPARTMENT** and the City of Fort Lauderdale.
- 16. The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than 1 year.
- 17. The **DEPARTMENT'S** District Secretary shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his/her decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.
- 18. This Agreement may not be assigned or transferred by the AGENCY in whole or part without the consent of the **DEPARTMENT**.
- 19. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail.
- 20. This Agreement constitutes the complete and final expression of parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, with the exception of the landscape improvements plans incorporated by reference in Exhibit B.

21. Any and all notices given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses:

If to the Department

State of Florida Department of Transportation

3400 West Commercial Blvd.

Fort Lauderdale, Florida 33309-3421

Attention: Elisabeth A. Hassett, R.L.A.

FDOT District IV Landscape Architect

If to the Agency:

City of Fort Lauderdale 1350 W. Broward Blvd.

Fort Lauderdale, Florida 33312

Attention: Philip Thornburg

Director of Parks & Recreation

Exhibit A: City of Fort Lauderdale SR A1A City Limits & Agreement Status Graphic

Exhibit B: Projects Pending Agreements

Exhibit C: Maintenance Plan

Exhibit D Non Standard Surfaces on DOT Travelway

Exhibit E: Existing Project Agreements and Lease Agreement Descriptions

Exhibit F: Pending Department Project's Landscape Improvement Plans

Exhibit G: Pending Agency Project's Landscape Improvement Plans

Exhibit H: Pending Department Project's Cost Estimate

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above written.

WITNESSES: CITY OF FORT LAUDERDALE, a municipal corporation GEORGE GRETSAS, City Manager Print Name (SEAL) ATTEST: Approved as to form: MENT OF TRANSPORTATION InterincTransportation Development Director (SEAL) **Executive Secretary** Approval as to Form

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District General Counsel

SECTION NO: 86010, 81180

86050, 86180

S.R. NO(S): AIA

COUNTY: **BROWARD** FM NO.(S): 22811.6, 41687.2

WPI NO.(S): 4110739, 4110882

EXHIBIT A

CITY OF FORT LAUDERDALE SR A1A WITHIN CITY LIMITS

All state right of way on SR A1A within the limits of the City of Fort Lauderdale which current city limits are from:

SR A-1-A: 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. 0.000 (Seville Street) to M.P. 0.926 (Bahia Mar Hotel Entrance)

Northbound One Way / Seabreeze Boulevard / 17th Street Causeway (Section 8618000): M.P. <u>0.000</u> (SR 5) (US 1) to M.P. <u>2.964</u> (SR 842) (Las Olas Blvd.)

North Fort Lauderdale Beach Area (Section 86050000):

M.P. 2.039 (south of Poinsettia Street) to M.P. 6.410 (Flamingo Drive)

EXHIBIT A

CITY OF FORT LAUDERDALE CURRENT AGREEMENT STATUS FOR STATE ROAD A1A:

Graphic of areas currently maintained by the Agency pursuant to this Maintenance Memorandum of Agreement (MOA) (areas in green and orange), areas pending to be landscaped (in blue), areas not currently being maintained by the Agency (in yellow) and the Agency's existing lease agreements (in purple) shall be maintained by the Agency as provided for in this agreement.

See Attached



EXHIBIT A

CITY OF FORT LAUDERDALE STRAIGHTLINE DIAGRAM FOR STATE ROAD A1A

See Attached

Page 14 of 23

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SECTION NO: 86010, 81180,

86050, 86180

S.R. NO(S):

AIA

COUNTY:

BROWARD

FM NO.(S):

22811.6, 41687.2

WPI NO.(S): 4110739, 4110882

EXHIBIT B

PROJECTS PENDING AGREEMENTS

Agency Installed Project:

State Road A1A from just south of the southbound A1A spur (M.P.2.964) (Section 86180000) to Sunrise Boulevard (M.P.3.342) (Section 8650000). Plan dated 6/1/07.

Department Installed Project:

State Road A1A from just south of N.E. 18th Street (M.P.4.270) to SR 816 (Oakland Park Blvd.) (M.P.5.381), (Section 86050) Plan dated 5/18/07, FM# 416872-1-58-01.

81180, 86180

S.R. NO(S): A1A

COUNTY: BROWARD FM NO.(S): 22811.6, 41687.2 WPI NO.(S): 4110739, 4110882

EXHIBIT C

MAINTENANCE PLAN

See Attached

MAINTENANCE PLAN Landscape Improvements

Project State Road No(s):

SR A1A

Project Limits:

From SR 5 (M.P.0.000) to Flamingo Dr. (M.P.6.410)

Maintaining Agency:

City of Fort Lauderdale

Date:

September 10, 2007

I. General Maintenance Requirements and Recommendations:

The purpose of a plan for landscape and irrigation maintenance practices is to allow the plant material on your project to thrive in a safe and vigorous manner while fulfilling their intended purpose and conserving our natural resources. Plantings shall be maintained to avoid potential roadway hazards and to provide required clear visibility, accessibility, clearance, and setbacks as set forth by Florida Department of Transportation (FDOT) governing standards and specifications: FDOT Design Standards, FDOT Plans Preparation Manual Vol. I, Chapter 2.11 and FDOT Standard Specifications for Road and Bridge Construction as amended by contract documents; and all other requirements set forth by the District 4 Operations Maintenance Engineer. The initial portion of the Maintenance Plan describes general maintenance requirements and recommendations. The concluding section is recommendations prepared by the Landscape Architect of Record specific to the attached approved plans.

Watering Requirements:

Watering is a critical concern regarding the maintenance of healthy plant material and for observing water conservation practices. The amount of water to apply at any one time varies with the weather, drainage conditions and water holding capacity of the soil. For plant materials that have been established, it is imperative that any mandated water restrictions be fully conformed to on FDOT roadways.

Proper watering techniques should provide even and thorough water dispersal to wet the entire root zone, but not saturate the soil or over-spray onto travel lanes.

Irrigation System:

The Agency shall ensure there are no roadway overspray or irrigation activities during daytime hours (most notably "rush hour" traffic periods). It is imperative the irrigation controller is properly set to run early enough that the watering process will be entirely completed before high traffic periods as well as adhere to mandated water restrictions. To ensure water conservation, the Agency shall monitor the system for water leaks and the rain sensors to ensure they are functioning properly so that the system shuts down when there is sufficient rainfall.

Integrated Plant Management:

An assessment of each planting area's soil is recommended to periodically determine the nutrient levels needed to sustain healthy, vigorous plant growth.

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Palms, shrubs, trees and turf areas should be fertilized in such a manner and frequency to ensure that the plant material remains healthy and vigorously growing. Establishment of an integrated plant management program is encouraged to ensure healthy plants which are free of disease and pests.

Mulching:

Mulch planting beds in such a manner as to: prevent weed growth; retain moisture to the plants; protect against soil erosion and nutrient loss; maintain a more uniform soil temperature; and improve the appearance of the planting beds. Avoid mulch mounded up on the trunks of trees, palms, and the base of shrubs to encourage air movement in this area which aids in lowering disease susceptibility. Cypress mulch is prohibited on state right of way.

Pruning:

All pruning, and the associated safety criteria, shall be performed according to American National Standard Institute ANSI A300 standards and shall be supervised by an International Society of Arboriculture (ISA) Certified Arborist. Pruning shall be carried out with the health and natural growth of plant materials in mind, and to specific pruning heights maintaining clear visibility for motorists, and vertical clearance for pedestrian, bicyclist, and truck traffic where applicable. Visibility windows must be maintained free of view obstructions and all trees and palms (with particular attention to fronds and fruit) maintained to prevent potential roadway hazards. The specific pruning heights are determined by understanding the designer's intent when selecting and placing the plants. The intended mature maintained height and spread of plants should be noted on the planting plans. (See Specific Requirements and Recommendations per Approved Landscape & Irrigation Design for these guidelines).

Staking and Guying:

All staking materials, except for replacements, are removed by the completion of FDOT warranty period or at one year (whichever comes first). Any subsequent staking and guying activities by the Agency must adhere to *FDOT Design Standards* guidelines (See Index 544). The Agency shall closely monitor staking and guying attachment materials so that they are securely fastened to avoid potential roadway hazards.

Turf Mowing:

All grassed areas are to be mowed and trimmed with sufficient frequency to maintain a deep, healthy root system while providing a neat and clean appearance to the urban landscape.

Litter Control:

The project site shall remain as litter free as practicable. It is recommended to recycle this litter to avoid unnecessary waste by its reuse.

Weeding/Herbicide:

All planting areas shall be maintained as weed free as practicable enlisting integrated pest management practices in areas specified on the plans and by maintaining proper mulch levels. Extreme care is recommended if using a chemical herbicide to avoid overspray onto plant materials. Any damage resulting from overspray is the applicator's responsibility to restore the plantings to the approved plans.

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Page 2 of 5

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Plant Replacement:

Plant replacement shall be the same species and specification as the approved plan. Only plants graded Florida #1 per the Florida Department of Agriculture and Consumers Services, Grades and Standards for Nursery Plants is permitted on FDOT roadways. Should it become necessary to change the species, a general use permit is required from FDOT for approval by the FDOT District Landscape Architect.

Hardscape (Specialty Surfacing):

All specialty pavers and tree grates shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the pavers and tree grates. Final surface tolerance from grade elevations shall, at a minimum, meet the most current Interlocking Concrete Pavement Institute (ICPI), Section 23 14 13 Interlocking Concrete Pavers, Part 3.05. If the pavers or tree grates become damaged they shall be replaced with the same type and specification as the approved plan.

<u>Hardscape (Non-Standard Travelway Surfacing)</u>:

It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway, including asphalt pavement, caused or contributed by the installation or failure of non-standard surfacing, and/or the header curb, on the Department of Transportation right-of-way within the limits of this Agreement. Pavement restoration areas or "patches" will have a minimum length of 10-ft, measured from the edge of the header curb, and a width to cover full lanes for each lane affected by the restoration.

Pavement restoration will be performed in accordance with the latest edition of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction, and the DEPARTMENT'S Design Standards.

It shall be the responsibility of the AGENCY to maintain all signs located within a non-standard surfacing area. Such maintenance to be provided by the AGENCY shall include repair and replace of the sign panel, post and base.

The AGENCY will be responsible to grade and sod any disturbed areas, repair or replace damage pavement, signs, sidewalk, pull boxes, curb, gutter, and drainage structures, caused by maintenance operation to the wall.

All work performed shall be in accordance with the latest edition of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction, and the DEPARTMENT'S Design Standards.

Hardscape (Decorative Free Standing Wall Maintenance):

The AGENCY agrees to continue to put plywood across the openings of the decorative free standing wall located along the east side of SR-A1A, from Sunrise Blvd to NE 18th Street whenever a storm approaches.

Hardscape (Landscape Accent Lighting)

Landscape accent lighting shall be maintained in such a manner as to prolong the life of the lighting fixture and prevent potential safety hazards. If the lighting fixtures and their system become damaged, they shall be replaced with the same type and specification as the approved plan.

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Maintenance Traffic Control

Reference the FDOT website regarding the selection of the proper traffic control requirements to be provided during routine maintenance and / or new installations of this DOT roadway.

Website: Series 600 Traffic Control through Work Zones http://www.dot.state.fl.us/rddesign/DesignStandards/Standards.htm

II. Specific Site Maintenance Requirements and Recommendations:

The Coconut Palms shall be kept fruit free year round to prevent potential safety hazards. The understory plant materials selected for use within the restricted planting areas (Limits of Clear Sight) of the medians are to be maintained at a height in compliance with FDOT Design Standards Index 546, Page 6 of 6, Window Detail.

REFERENCES

American National Standard (ANSI) A300, Tree Care Operations – Trees, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning) available for purchase @ http://webstore.ansi.org/ansidocstore/find.asp?

Florida Department of Agriculture, Florida Grades and Standards for Nursery Stock http://www.doacs.state.fl.us/pi/plantinsp/publications.html

Florida Department of Transportation, 2006 FDOT Design Standards Landscape Installation http://www.dot.state.fl.us/rddesign/rd/RTDS/06/544.pdf

Florida Department of Transportation, 2006 FDOT Sight Distance at Intersections http://www.dot.state.fl.us/rddesign/rd/RTDS/06/546.pdf

Florida Department of Transportation, FDOT *Plans Preparation Manual Vol. I, Chapter 2.11* (PPM) http://www.co.palm-beach.fl.us/mpo/library/fdot/fdot_design.htm

Florida Department of Transportation, FDOT Standard Specifications for Road and Bridge Construction, Section 580-Landscape Installation http://www.dot.state.fl.us/specificationsoffice/Julv06WB/5800000SS.pdf

Florida Department of Transportation, Landscape Architecture Website http://www.dot.state.fl.us/emo/beauty/FLA.htm

Interlocking Concrete Pavement Institute (ICPI) http://www.icpi.org/ http://www.fisstate.org

International Society of Arboriculture (ISA) www.isa-arbor.com

Manual on Uniform Traffic Control Devices http://www.mutcd.fhwa.dot.gov

Florida Irrigation Society http://www.fisstate.org

Florida Accessibility Code http://www.dca.state.fl.us/fbc/information/accessibility.htm

Guide to Roadside Mowing and Guide to Turf Management available for purchase @ http://infonet.dot.state.fl.us/SupportServicesOffice/plist.htm

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81180, 86180

S.R. NO(S): A1A

COUNTY: **BROWARD** FM NO.(S): 22811.6, 41687.2

WPI NO.(S): 4110739, 4110882

EXHIBIT D

NON STANDARD SURFACES ON DOT TRAVELWAY (Includes only surfaces on A1A; does not include any side streets)

- 1. At Intersection of US-1 and S.E. 17th Street Paver crosswalk (all sides) Section 86180, SLD milepost 0.000
- 2. At S.E. 10th Avenue Paver crosswalks (2) Section 86180, SLD milepost 0.253
- 3. At S.E. 5th Street Paver crosswalk (2) Section 86180, SLD milepost 2.649
- 4. At Cortez Street Paver crosswalks (2) Section 86050, SLD milepost 2.210
- 5. Near Seville Street Paver crosswalks (2) Section 86050, SLD milepost 2.497
- 6. Under the pedestrian overpass Paver crosswalks (1) Section 86050, SLD milepost 2.600 (est.)
- 7. Near Sebastian Street Paver crosswalks (2) Section 86050, SLD milepost 2.500 (est.)
- 8. At Bayshore Street Paver crosswalks (2) Section 86050, SLD milepost 2.644

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- 9. At Riomar Street Paver crosswalks (2) Section 86050, SLD milepost 2.716
- 10. At Terramar Street Paver crosswalk (2) Section 86050, SLD milepost 2.862
- 11. At Vistamar Street Paver crosswalks (2) Section 86050, SLD milepost 3.008
- 12. At N.E. 9th Street Paver crosswalks (2) Section 86050, SLD milepost 3.254
- 13. At Sunrise Blvd. Paver crosswalk (1) Section 86050, SLD milepost 3.325
- 14. At N.E. 14th Court Paver crosswalk (1) Section 86050, SLD milepost 3.875
- 15. At N.E. 16th Court Paver crosswalk (1) Section 86050, SLD milepost 4.095
- 16. At Castillo Street Paver crosswalks (2) Section 86050, SLD milepost 2.325 (south bound side only)

81180, 86180

22811.6, 41687.2

S.R. NO(S): A1A

FM NO.(S):

COUNTY: BROWARD

WPI NO.(S): 4110739, 4110882

EXHIBIT E

EXISTING PROJECT AGREEMENTS AND LEASE AGREEMENT DESCRIPTIONS

The following agreements have been executed for projects that have been installed, in accordance with the plans and specifications attached hereto and incorporated herein but not exclusive to the following agreement descriptions:

AGREEMENTS SUPERSEDED BY THIS AGREEMENT

6/7/02 State Road A-1-A (17th Street Causeway) from SR 5 (US 1) (M.P. 0.000) to Eisenhower (M.P.0.765)(Section 86180) Contract No. AL907, FM#2228116-1-52-01, landscape and irrigation within the median and areas outside the travel way to the right of way line, excluding sidewalk and crosswalks unless constructed with other than concrete or asphalt at the Agency's request. Resolution No. 02-66 (4/23/02).

1/14/00 State Road A-1-A from the Mercedes River Bridge (M.P. 1.520) to Seabreeze Boulevard (M.P. 2.611) FIN No. 22811615201, all landscape/turfed areas and areas covered with interlocking pavers or similar type surfacing (hardscape) within the median and areas within the travel way to the right of way line, including paver sidewalk, paver crosswalks, paver intersections and all paver header curbs on Department of Transportation right-of-way within the limits of the Project. Resolution No. 99-175 (12/7/99).

3/17/97 State Road A-1-A from NE 9th Street (M.P. 3.254) to NE 19th Court (M.P. 4.343) State Project No. 86180-3522, W.P.I. 4110882, Contract No. AD719, all landscaped/turfed areas, areas covered with interlocking pavers or similar type surfacing (hardscape) and the graffiti coating/aesthetics of the concrete wall. Resolution No. 96-161 (10/1/96).

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AGREEMENTS EXCEPTED OUT OF THIS AGREEMENT

4/12/02 Airspace Agreement. Lease of underdeck areas of the E. Clay Shaw Bridge (17th St. Causeway Bridge for the purpose of: Access, parking and a "park-like" area. Resolution No. 02-47. (3/19/02)

Lease Addendum: 4/12/07. 4/12/2002. Airspace Agreement Addendum: Lessee shall be responsible for any and all maintenance from the outer edge of the right of way for:

- D4 Highway Beautification Grant and MMOA (DSF) (see below)
- Underdeck parking
- Graffiti removal from structures
- Lighting per D4 JPA for Highway Lighting (Municipal). Resolution No. 97-35.
- Parking resurfacing

4/25/05 Lease Agreement. State Road A-1-A from Bahia Mar (M.P. 0.926) to Bayshore (M.P.2.644) Project #F-5320.Lease agreement with a maintenance requirement for permitting café tables and incidental related activities. Sidewalk cafes are restricted to the sidewalk area abutting the boundary lines of the property on which the restaurant owned by the applicant is located. Resolution No. 05-35 (4/1/05).

Lease Addendum: 4/25/2005. Landscape and other architectural enhancements: Landscape, sidewalks, pavers, and other non-standard decorative aesthetic features.

8/14/97 DISTRICT FOUR (4) HIGHWAY BEAUTIFICATION GRANT AND MAINTENANCE MEMORANDUM OF AGREEMENT (DSF). State Road A-1-A from Eisenhower Blvd. (M.P. 0.765) to the Mercedes River Bridge (M.P. 1.497) State Project No. 86180-3522, all landscaped/turfed areas and areas covered with interlocking pavers, electrical power for the landscape/hardscape lighting, water for the irrigation system, and the graffiti coating/aesthetics of: the hardscape elements on Department of Transportation right-of-way within the limits of the project: landscaping; landscape irrigation; landscape lighting; brick pavers; decorative concrete block walls; two decorative bus shelters; two pedestrian stairways adjacent to the west bridge abutment (including gazebos); two gazebos adjacent to the west bank of the Intracoastal Waterway; the paved parking facilities beneath the deck of the proposed bridge. Resolution No. 97-37 (2/18/97).

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81180, 86180

S.R. NO(S): A1A

COUNTY: **BROWARD**

FM NO.(S):

22811.6, 41687.2 WPI NO.(S): 4110739, 4110882

EXHIBIT F

PENDING DEPARTMENT PROJECT'S LANDSCAPE IMPROVEMENT PLANS

Please see attached plans by: Gentile, Holloway & O'Mahoney

Dated: <u>7/3/07</u>

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONTRACT PLANS

FINANCIAL PROJECT ID 416872-1-52-01 (FEDERAL FUNDS) BROWARD COUNTY (86050) STATE ROAD NO. AIA (OCEAN BLVD)

LANDSCAPE PLANS

KEY SHEET
TABULATION OF GUANTITIES
LANDSCAPE NOTES
INFOSCAPE PLANS
INFOSCAPE TABLE
INFOSCAPE TABLE
INFOSCAPE TABLE
INFOSCAPE TO TABLE
INFOSCAPE TO PLANS

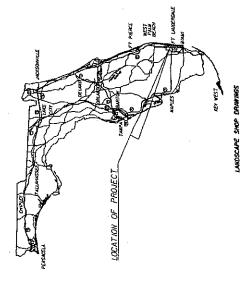
10-1 10-2 - 10-3 10-4 10-5 - 10-5 10-8 10-8 10-30 - 10-33

INDEX OF LANDSCAPE PLANS

SHEET DESCRIPTION

SHEET NO.

LANDSCAPE PLANS



LANDSCAPE SHOP DRUWINGS TO BE SUBULITED TO: JASON LITTERICK, ASIA GENTIE, HOLLOWA', O'WHYOWE', & ASSOC. ROY COWNERCE LANE, SUITE (O) SGI-STS-8557 561-575-8557 PLUMS PREPARED 81:
PLUMS PREPARED 81:
Gendle Holloway C'Mahoney
Particination and Bell-Sha-855 I butta and Bell-Sha-855 I

NOTE: THE SCALE OF THESE PLANS ANY MAVE CHANGED DIE TO REPRODUCTION.

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LANDSCAPE LANDSCAPE APCHITET OF REOPD: GEORGE G. GENTILE, FASIA.

RLL NO - 0000530

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YEAR NO.
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FDOT PROJECT MANAGER: BING WANG, PE

APPLICABLE DESIGN STARLARDS MODERATIONS: OVOLVOS For Double Standards medifications on the otherwise with a start Nacytomy delication Consideration (Nacytomy Standards Alexandra)

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SENERAL NOTES

THE LOCATON OF PLANTS, AS SHOWN ON THESE PLANS ARE APPROXIMATE, THE FIRM, LOCATIONS MAY BE ADMISSED TO ACCOMMODATE UNFORSEEN FIELD COMPLY WITH SPEETY SETBACKS, OR AS OTHERWISE DIRECTED ON APPROVED BY THE EMBRIER. THE CONTRACTOR SMALL FLAG ALL PROPOSED TREE BY THE EMBRIER AND FOR HIS ON HIS OF HIS DAY.

2. ABOVE AND BELLIW GROUND UTILLITES SHALL BE VERIFIED AND LOCATED BY THE LANGSLAPE CONTRACTION BROWN TO TO COMMERCIAR BY THE MAINSLAPE CONTRACTION SHALL EXHABITE. THE CONTRACTION SHALL EXHABITE. THE WAY BORD BATH BATH BY ALL CONFLETS.

TO THE ATTENTION OF THE PROJECT ENHIETE, WHO SHALL CONFLINATE HERESSAM ADMISTMENT WITH THE UTILLT PROVIDED CONDINATE HERESSAM ADMISTMENT WHEN THE UTILLT PROVIDED BY STREAD BY A STREED BY A

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CONTACT PERSON	<u>COMPANIES</u>
	3. UTILITY OWNERS:
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CITY OF FT. LAUDENDALE
ATTENTION GENE DEWISEY
1350 W. MONAMO BLVO.
FT. LAUDENDALE, FLORIDA 33322
(994) 878–5785 MAINTAINING AUTHORITY:

- CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES PRIOR TO EXCALATION. REFER TO ROADINY PLANS GENERAL MOTES! FOR A LISTING OF ALL KNOWN UTILITIES IN THE AREA.
- ALL LANDSCAPE BEDS SHALL RECIENE A URIFORMEY APPLIED WUCH WATERIAL TO A WININGW THICKNESS OF 3" OVER THE ENTINE PLANT BED, (EXCEPT WITHIN 6" OF PLANT TRUNKS).
- 5. NO PLANT SUBSTITUTIONS WILL BE MADE WITHOUT WRITTEN APPROVAL FROM THE ENGINEER.
- 6. DESKW SPEED: 35 MPH.
- CONTRACTOR RESPONSIBLE FOR HISTAING ALL EXISTING LANDSCAPING AND IRREATOR IS MANTAINED IN OCCUPACION OF HIDER SAG. HELTH AND CONDITION DURING CONSTRUCTOR. ALL EXISTING THEES SHALL BE PROTECTED PER HIDER SAG.

				PLANT SCHEDULE	JING:			
GTY, BOTANICAL NAME			сомпон наме	INSTALLED SIZE	PAY SIZE	MAX. WANTAINED SPACING	SPACING	REWARKS
B LIGUSTRUM LUCIDIUM TRE	THEORY THE THE TREE	TAE	TREE LIGUSTRUW	8'X8' SPD.	LARGE	N/A	A.S.	иатсней нтв.
4 QUERCUS VIRGINIANA LIVE DAN	1	JV.	DAK	20. 0.A.	LARGE	N/A	A.S.	FULL & THICK
28 SABAL PALMETTO SABA		5484	SABAL PALM	12-18' C.T.	LARGE	K/A	A.S.	SLICK TRUNK
IB VETCHIA MONTO	FFANA	MONTE	NONTGOVERY PALM	12' C.T.	LANGE	8/8	A.S.	WATCHED HTS.
450 BORRICHIA SEA		滋	SEA OXEYE DAIST	#1, 12" O.A.	SWALL	8/8	18* O.C.	18* 0.C. FULL AND THEX
OD HIMELIANTHUS BEN		BEAC	BEACH SUNFLOWER	et, (2° SPD.	SWALL	Y/Y	18, OC.	NB" O.C. FULL AND THICK

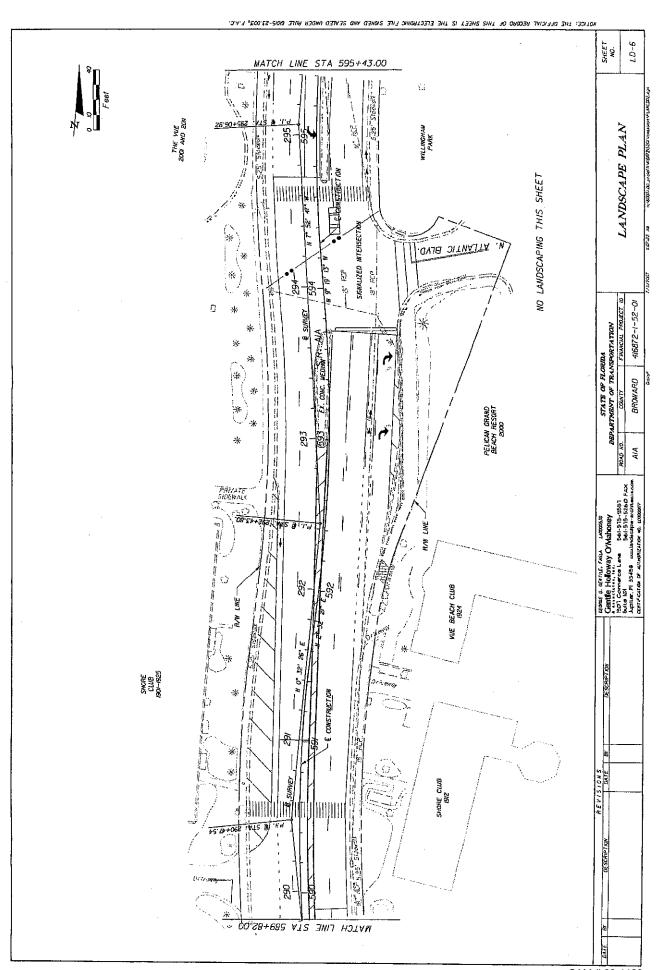
PAY ITEM NOTES

- STO-1-2 PERFORMANCE TURF; SOD SHALL BE ST. AUGUSTINE 'FLORITAM'
- ESTABLISHWERT PERIOD. ALSO INCLUDES THE COST FOR TEWPORARY WATERING AND TREE PROTECTION (PER INDEX 544) OF EXISTING - 580-+-4, 580-+-2, INCLUDES ALL LABOR, MATERIALS, EQUIPTMENT AND INCIDENTALS FOR THE COUPLETE INSTALLATION OF PLANT IN ACCADADANCE WITH SPECIFICATIONS AND FIDIT INDEX #544 INCLUDING, BUT NOT LIMITED TO, PLANT, FINISH SOIL LAYER, UNSUITABLE SOIL REMOVAL, SPECIAL BED PREPARATION, STAKING, WHICH, FERTILIZER, HAND WATERING, GUARANTEE AND MAINTENANCE DURING TREES DURING CONSTRUCTION.
- 590-70 INCLIDES ALL LABOR, WATERIALS, EQUIPMENT AND INCIDENTALS FOR THE COMPLETE INSTALLATION OF AUTOMATIC IRRIGATION VALVES, PAIH SENSONS, IMPIGATION HEADS, NOZZLES, FITTINGS, PIPES, ELECTRICAL & IMPIGATION SLEEVES, DIRECTIONAL DRILLING, PULL WIRES, EUS MARKERS, CONTROLLERS, CLOCKS, BACKFILLING, DEBRIS REMOVAL, SYSTEM TESTING, MOT. THIS PAR ITEM ALSO SPECIFICATIONS, INCLUDES THE COST OF ALL SYSTEM COMPONENTS AND INSTALLATION INCLUDING, BUT NOT LIMITED TO SYSTEV BY MEANS OF OPEN TPERCHING AS SPECIFIED IN THESE PLANS AND THE COVERNING INCLUDES THE COST OF ALL REQUIRED PERMITS TO PERFORM THIS WORK.

			LANDSCAPE NOTES		
	2000	ASPORTATION	ROAD NO. COUNTY FINANCIAL PROJECT JD	SR 414 BROWARD 416872-1-52-01	
	ACTION OF STATE	DEPARTMENT OF TRANSPORTATION	COUNTY	BROWARD	
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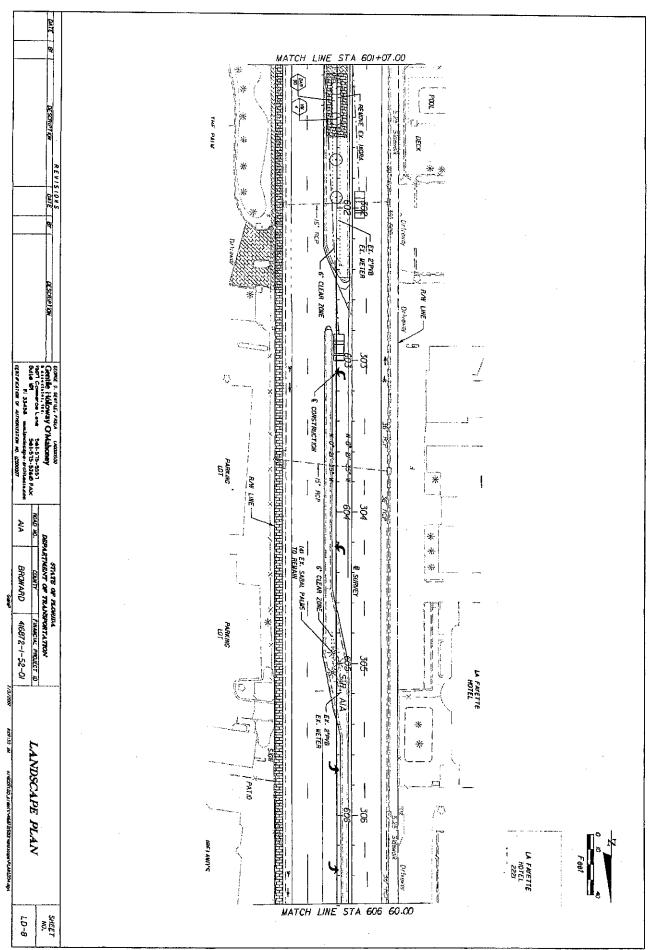
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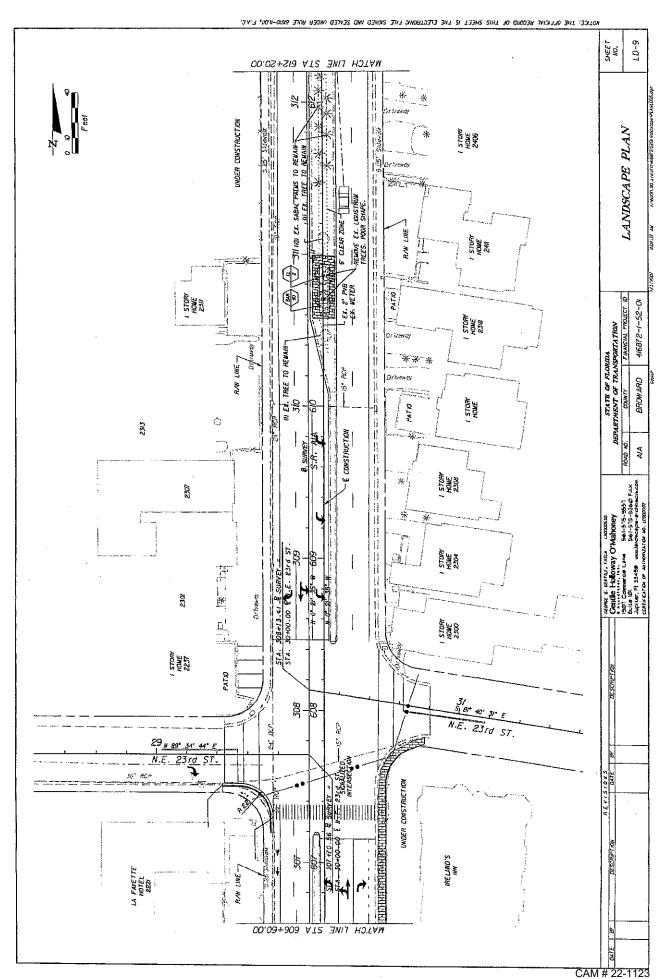
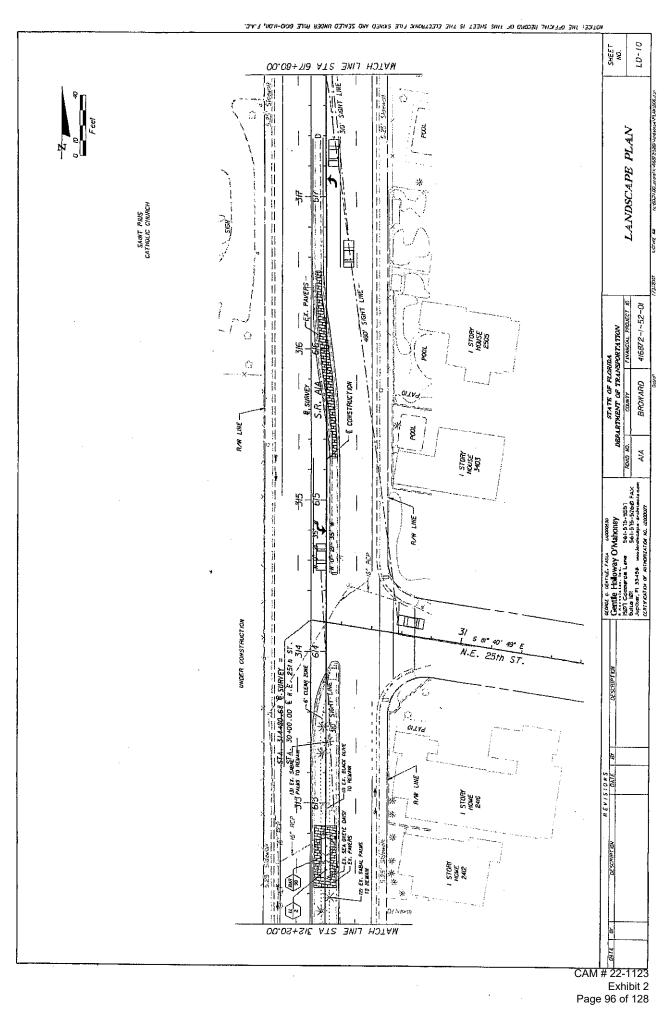
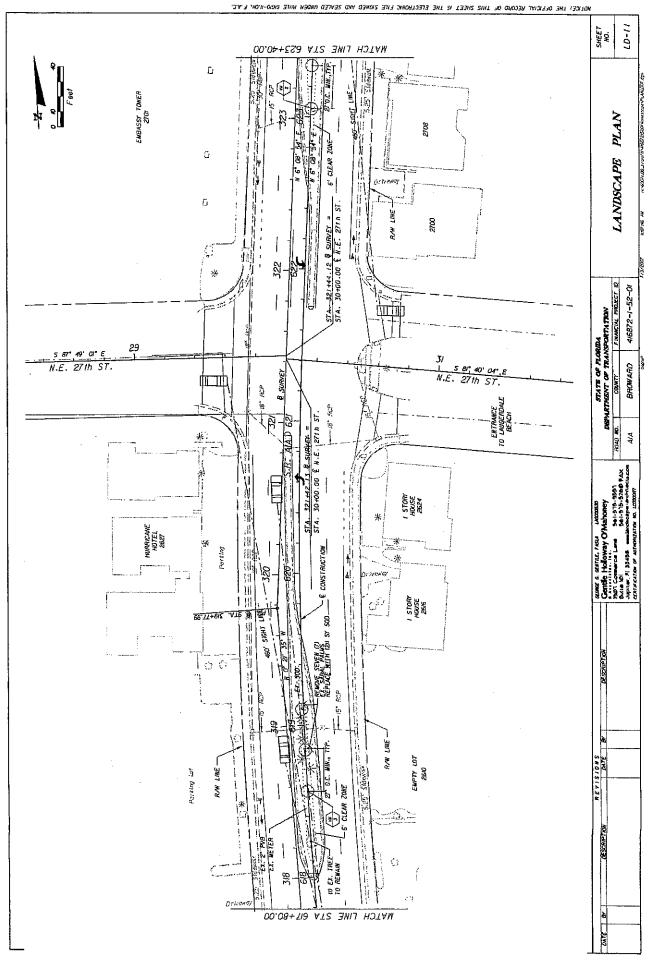


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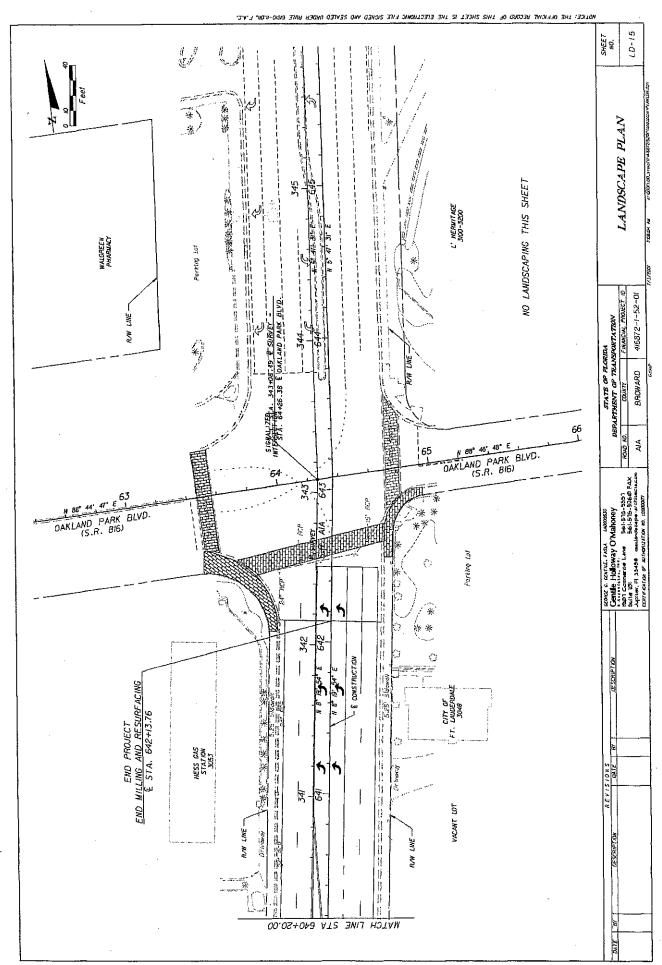


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CAM # 22-1123 Exhibit 2 Page 103 of 128

- AFTER THE SYSTEW IS FLUSHED AND NOZZZED, THE ARCS SHALL BE SET TO WINNIZE OFERSPHAFAND THE FLAM CONTROLPRESSURE REGULATOR ON THE ZONE CONTROL VALVE SHALL BE ADJUSTED DOWN TO PREVENT ANY WISTANG OR FORSING, TO PRODUCE DROPLETS OF WAIER TO UNHIWIZE THE EFFECT OF THE WHID THEREDY LIWITING OVERSPRAY AND WAIER WASTE, CONTROLLER PROGRAMMING SHALL BE SET SO AS NOT TO ALLOW THE IRRIGATION TO CREATE AM RUN OFF WHICH COULD CREATE WATER ON THE ROAD. I. THE HARGATION SYSTEM HEAD LAYOUT IS DESIGNED AND SHALL
- THE DESIGNER CANNOT BE HELD RESPONSIBLE FOR ANY WATTER, ACT, OR EFFECT ARISMS FROM OVERSPRAY, BROKEN PIPES, HEADS OR NOZZLES. IN THE EVENT OF A BREAK OR BROKEN GFF HEAD OR NOZZLE, THE COMPOWENT SHALL BE REPAIRED/REPLACED, APPED, OR ZONE TURNED OFF FROM AUTOMATIC OPERATION AS SOON AS POSSIBLE.
- THE DESIGNER DOES NOT WARRANT THAT ALL EXISTING UNDERGROUND UTLITIES ARE SHOWN ON, HE SHOWN, ARE PROPERLY LOCATED ON THE PAUS, AND WE ETHER HE OLD, AS CHAUDONED. THE CONTRICTIONS AT LEAST AS HOURS PROPE TO DESIME. THE CONTRICTIONS AT LEAST AS HOURS PROPE TO DESIME. THE PROPERLY LOCATIONS AT LEAST AS HOURS PROPE TO DESIME. THE PROPERLY LOCATIONS AND DEFINE UTLITIES.

 NOT SUBSERIBING TO "SUBSIME STATE ONE CALL", ALSO CALL APPLICABLE LOCAL UTLITH ASSENT TO VERIFY LOCATIONS AND DEPTINE. OF UNDERGROUND UTILITIES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORDUNATING WITH ALL UTILITY COUPAMIES AND RELEVANT COKERWEAT DEPARTMENTS AND ENSIGNERED, DEWIFFED, WERFIED, AND FIELD LABELED, AND ENDIED AND FIELD LABELED, AND FROTECTED BY REASONABLE
- LOCATE SPRINKLER MEADS 12" FROM BACK OF CURB. LOCATE IRRIGATION VALVÉ BOXÉS A MINIMÍM 18" FROM BACK OF CHRB.
- 6. ANY WORKERS, WORKED PERFORMED, EQUIPMENT, ECT. WITHIN THE TRAVEL WAY WOST HAVE A MANTENANCE OF TRAFFIC PER F.D.D.T. HIDEX IN PLACE PRIOR TO COMMENCING WORK.
- 7. ALL DANAGEO OCCURRED OF THE CONTRACTOR SHALL BE REPLACED PER F.D.O.T. STANDARDS.
- 8. WATER WETERS ARE EXISTING.
- THE CONTRACTOR SHALL PROVIDE AND INSTALL BATTEM-POWERED CONTROLLER, REWOTE CONTROL VALVE, RAIR SENSOR AND VALVE BOX AT THE LOCATION SHOWN ON THE PLAN IN ACCORDANCE TO THE MANUFACTURERS SPECIFICATIONS.
- СОИТВЫСТИЯ SINLLIDUUST EXISTUMO URREATOM SO ADEQUATE WATERMOR IS PROVIDED FOR ALL MEW LANDSCAPMO THROSONDAT THE PROLECT LUMITS. COMPACTOR SINLL ALGO MESSIEE EXISTUMO IRRIGATION SISTEM IS OPERATIONAL THROOGROOT THE DURATION OF CONSTRUCTUM SO THAT EXISTUMO LANDSCAPMIN IS MOT COUMPRINSED. 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL APPLICABLE FEES AND PERMITS.
- СОИТРОСТОЯ SHALL NOTIFY THE CITY AND PROJECT ENOMEER OF ANY EXISTING DEFICIENCES WITHIN THE EXISTING MANDATION SYSTEM, 16. ВРОЖЕН НЕМОЯ, ТОМ РМЕЗБИЖЕ, РРОЖЕМ РРРЕ, ПЕРАЛЯЅ SHALL BE MADE IN COORDINATION WITH THE CITY OF FT. LAUDERDALE.



FLORIDA, INC.

P

SUNSHINE STATE ONE CALL

STATE OF PLORIDA
DEPARTMENT OF TRANSPORTATION
COUNT FINGER ID 416872-1-52-01 **BROWARD** ROAD NO. A/A SF GEORG G. SERTILE, FASA. LONDANE GGATHER HOlloway O'Mahoney SAT COMMERC LIM. SE-21-829 SAT COMMERC LIM. SE-21-829 SATILE M. SE-21-829 FASA FASA SATILE M. SE-21-820 FASA SATILE M. SE-21-820 FASA SATILE M. SE-21-820 FASA SATILE M. SATILE SATIL

NANNUM RECOMMENDED RRIGATION MAINTENANCE PROCEDURES

reports generated describing the dutes each zone was inspected, problems destified, due notices reported, and of the organization in the report. At minimum, these inspections should include the following lesses: 1. Every trrigation zone should be chacked monthly and written

- A. Turn on each zone from the controller to verify automatic
- operoitian.

 6. Check sendules to ensure they are appropriate for the season, point and self type, and irrigation maters. Consult on I.a. certified patter for methods used in determining proper Irrigation scheduling author for methods used in determining proper Irrigation scheduling

 - C. Chack remale control wake to ensure proper operation.

 D. Chack setting on pressure regulator to verify proper setting, If
 - present.

 E. Cheek flow control and odjust as needlest execute with a classifier within 10-15 accounts often describetion by controller.

 F. Cheek for leads mobilities, litteral litters, valves, heads, etc.

 C. Cheek and heads as follows:
- i. Proper set halph thip of sprinkler is it below maw halph!

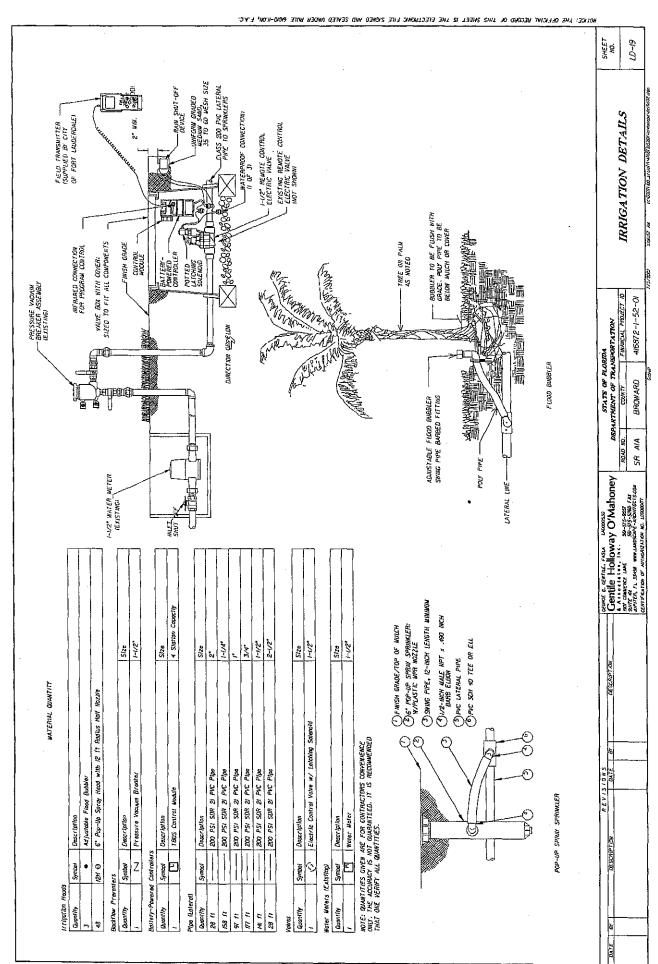
 2. Verify hand noy-up halph 6" in turf, i2" in ground cover, ed pro-up on riber in antib books and on the or in the books of the ledge, door hand and re-larger!

 3. Chock where sen' for fores if incling, close hand with the appropriate hand re-larger!

 4. All nozites checked for proper pattern, coggliny, tests, correct note it mode, it. repose as named correct note in mode in mode, it. repose as named 5. Chock for proper alignant perfectly wetting coverage area is correct not halphant perfectly wetting coverage.
- Alsor height relsad/invered to occommodate plant growth polleris and ensure proper carerage.
 Verify the pop-up riser retracts after operation. If not,
- Check controller ground for resistance 110 aims ar lassi once per year. Submit written reports.
- 3. Check rain shut-off device monthly to ensure it functions
- Inspect all filters manthly and clean/repair/replace as needed.
- Inspect all valve bases to ensure they are in good condition, ilds ore in place and lacked.
- Conduct additional Inspections, maintenance tosks, etc. that ore

IRRIGATION TABLE AND NOTES

81-O7



81180, 86180

S.R. NO(S): A1A

BROWARD

COUNTY: FM NO.(S):

22811.6, 41687.2

WPI NO.(S): 4110739, 4110882

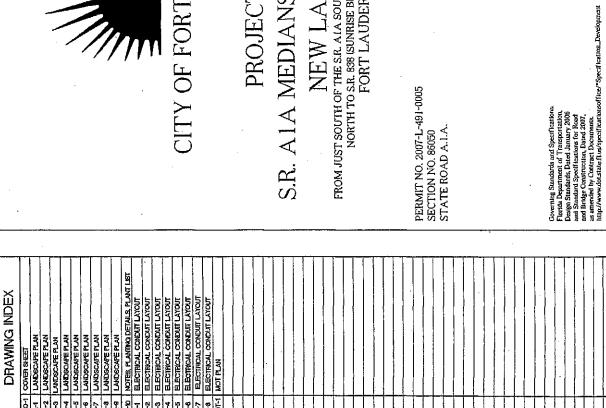
EXHIBIT G

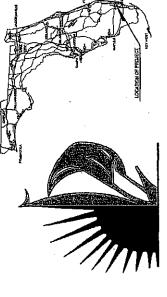
PENDING AGENCY PROJECT'S LANDSCAPE IMPROVEMENT PLANS

Just South of the S.R. A1A Southbound Spur (M.P.2.964 / Section 86180000) North to S.R. 838 (sunrise Blvd. – M.P.3.334 / Section 86050000)

Please see attached plans by: City of Fort Lauderdale, Thomas White, ASLA

Dated: 7/11/07





CITY OF FORT LAUDERDALE

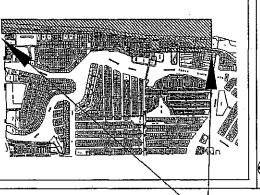
WORK

AREA OF

S.R. A1A MEDIANS BEAUTIFI NEW LANDSCAPE PROJECT #P10774

FROM JUST SOUTH OF THE S.R. AIA SOUTHBOUND SPUR (M.P. 2964 / Section 86180000) NORTH TO S.R. 838 (SUNRISE BLVD. - M.P. 3,334 / Section 86050000) FORT LAUDERDALE, FLORIDA

PERMIT NO. 2007-L-491-0005 SECTION NO. 86050 STATE ROAD A.I.A.



LOCATION SKETCH PROJECT #P10774

AIA MEDIANS BEAUTIFICATION

NEW LANSCAPE

BOTH OF AM RAFIES TO SEASTED! BUX. I AM MITHESTED

PUBLIC WORKS DEPARTMENT

ENGINEERING & ARCHITECTURE CITY OF FORT LAUDERDALE 100 North Ands

FORT LAUDERDALE CITY COMMISSION

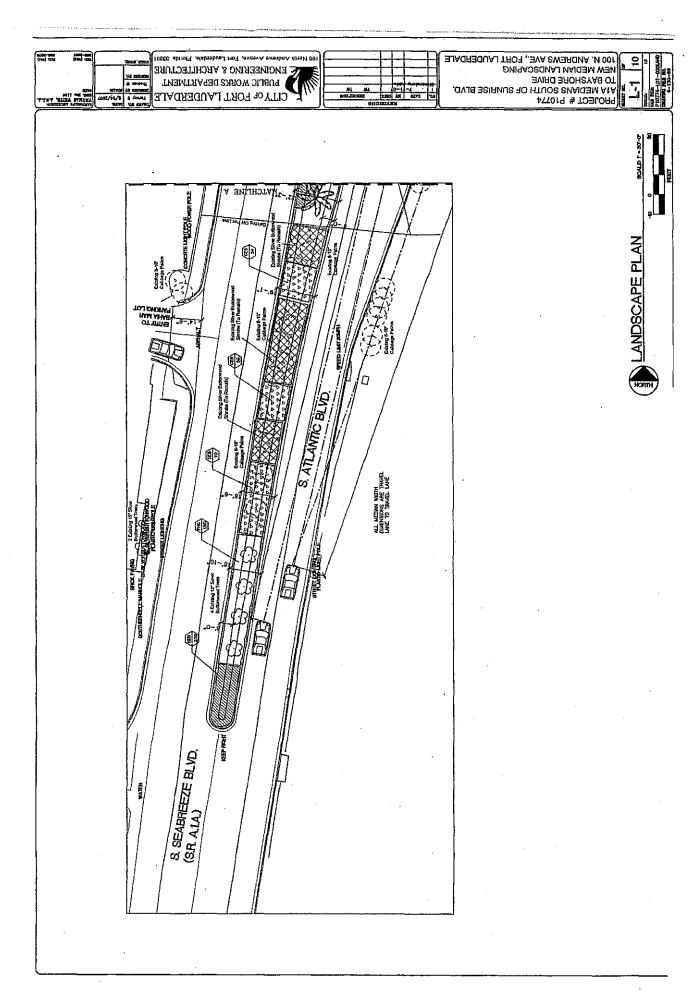
COMMISSIONER - DISTRICT I
COMMISSIONER - DISTRICT II
COMMISSIONER - DISTRICT III
COMMISSIONER - DISTRICT IV MAYOR CHRISTINE TEEL
CHARLOTTE E. RODSTROM
CARLTON MOORE CINDI HUTCHINSON IIM NAUGLE

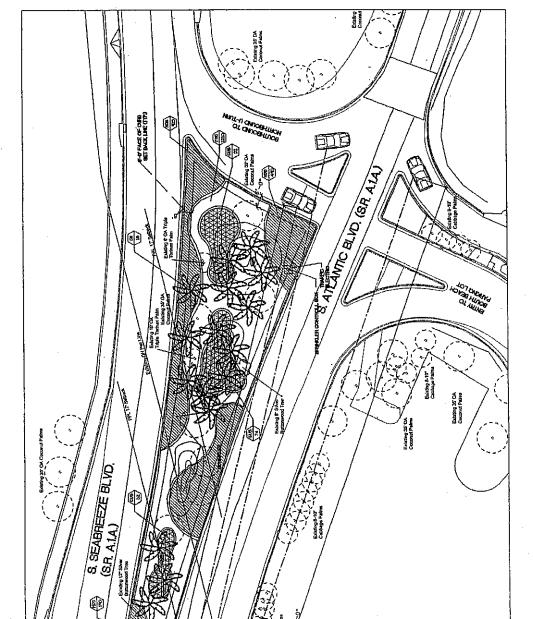
CHIEF ARCESTROT PRANT SKEDAKER

DESIGN SPEED, 35 MPH

Page 107 of 128

CAM # 22-1123 Exhibit 2

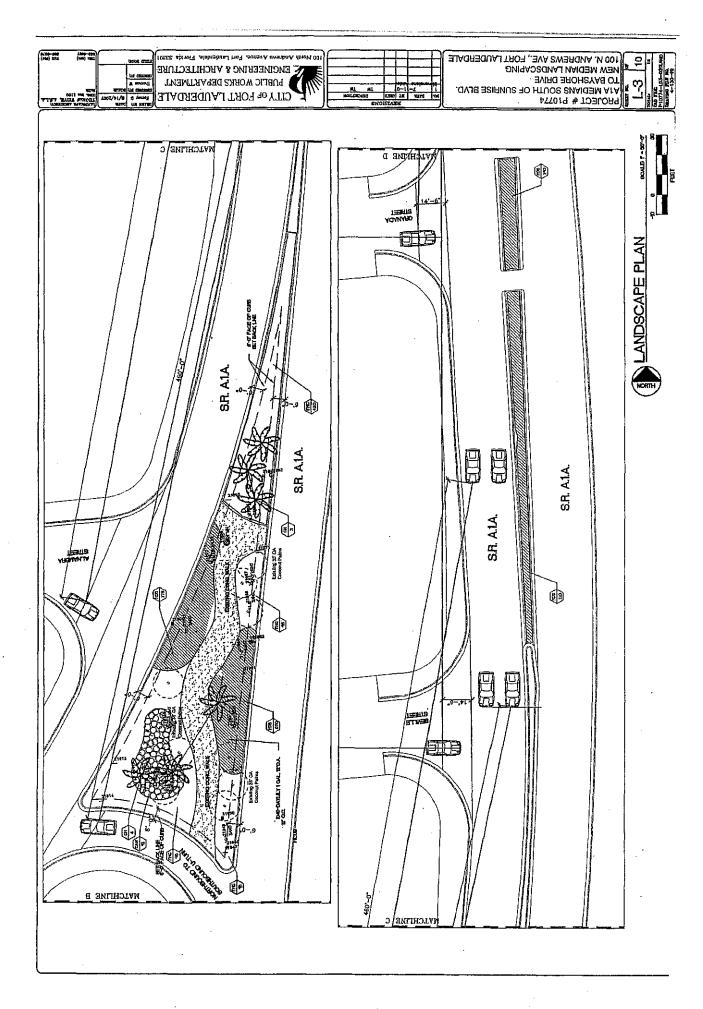


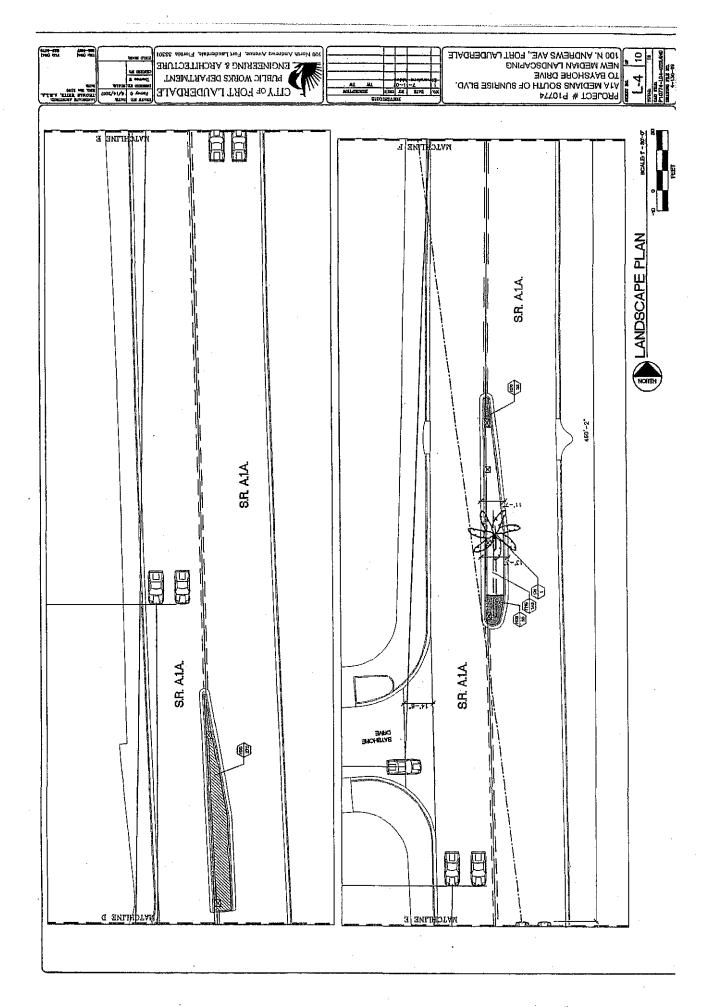


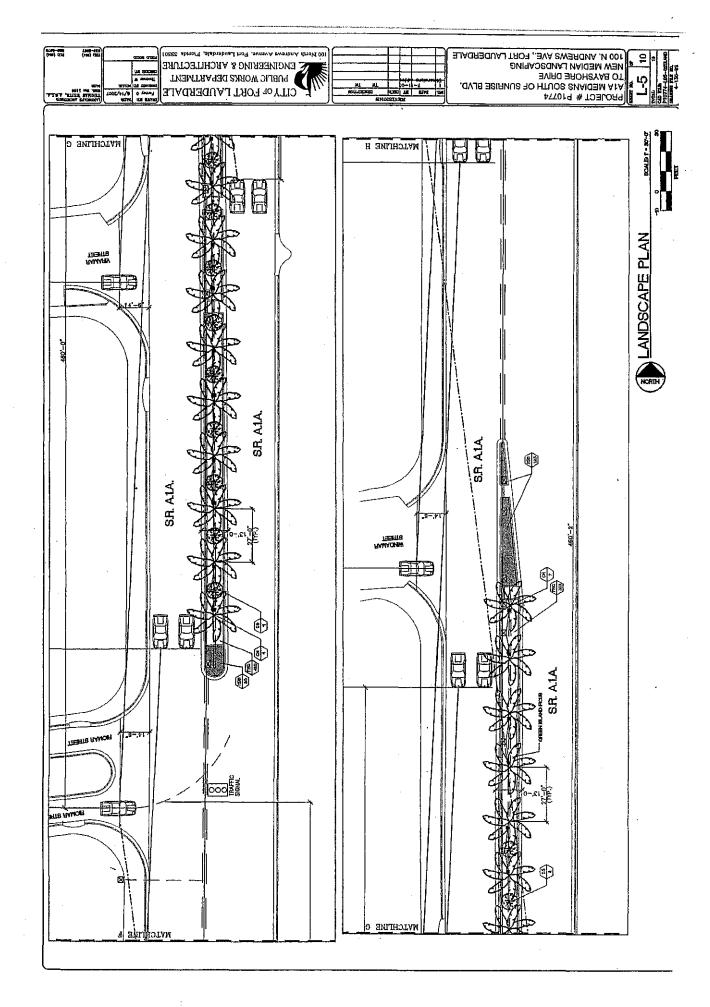
ENGINEERING & ARCHITECTURE
ENGINEERING & ARCHITECTURE
100 North Andrews Avenue, Fort Laudershie, Florida 33301

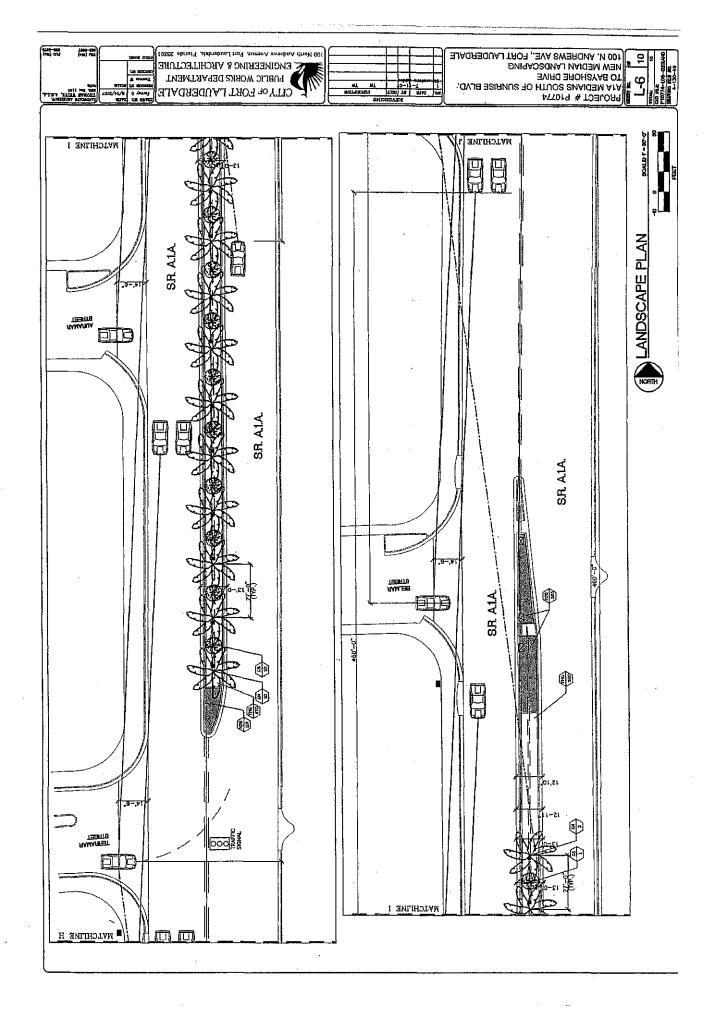
CITY OF FORT LAUDERDALE

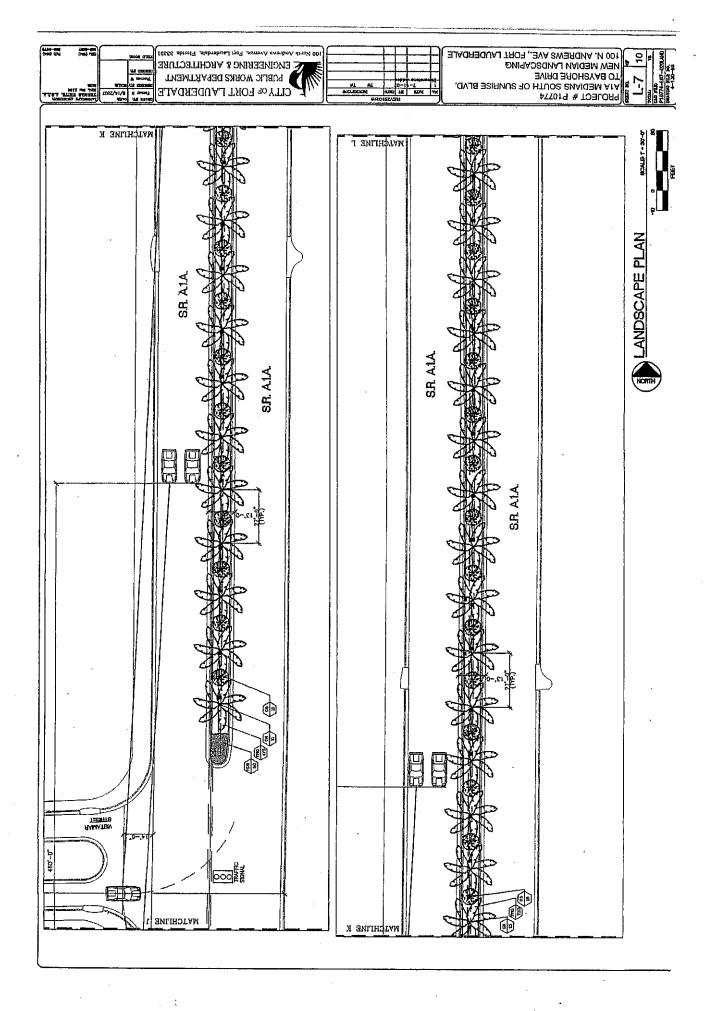


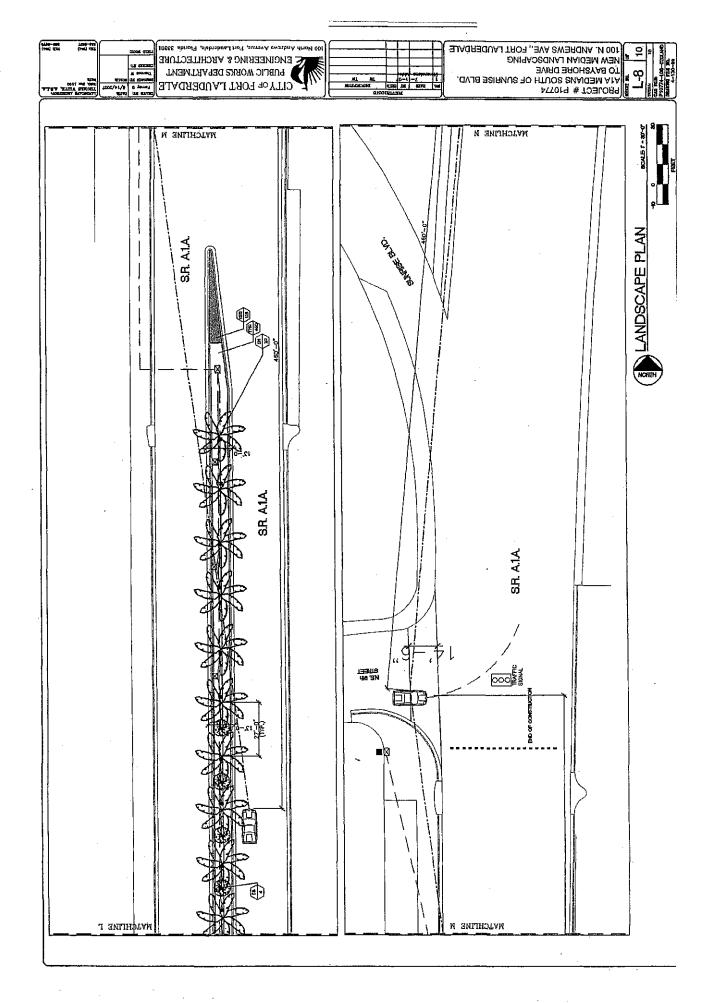


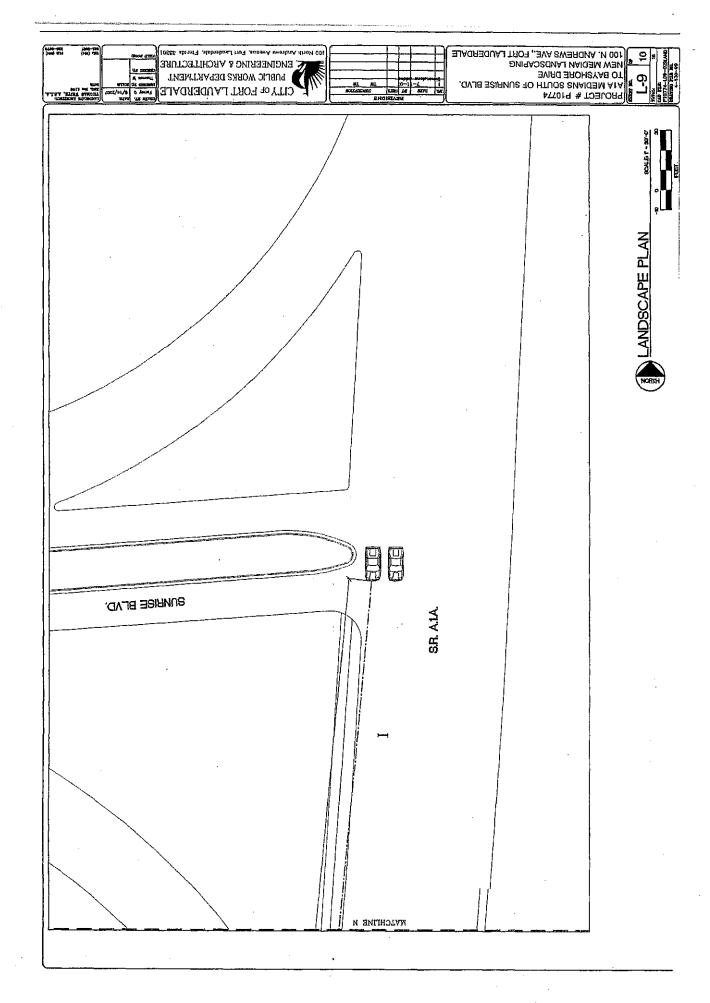


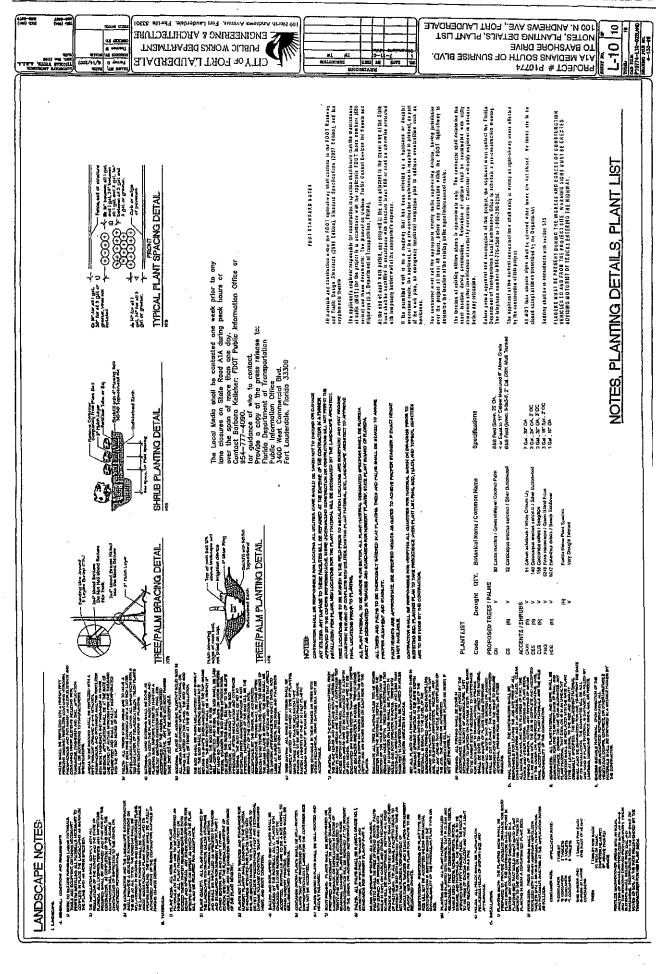


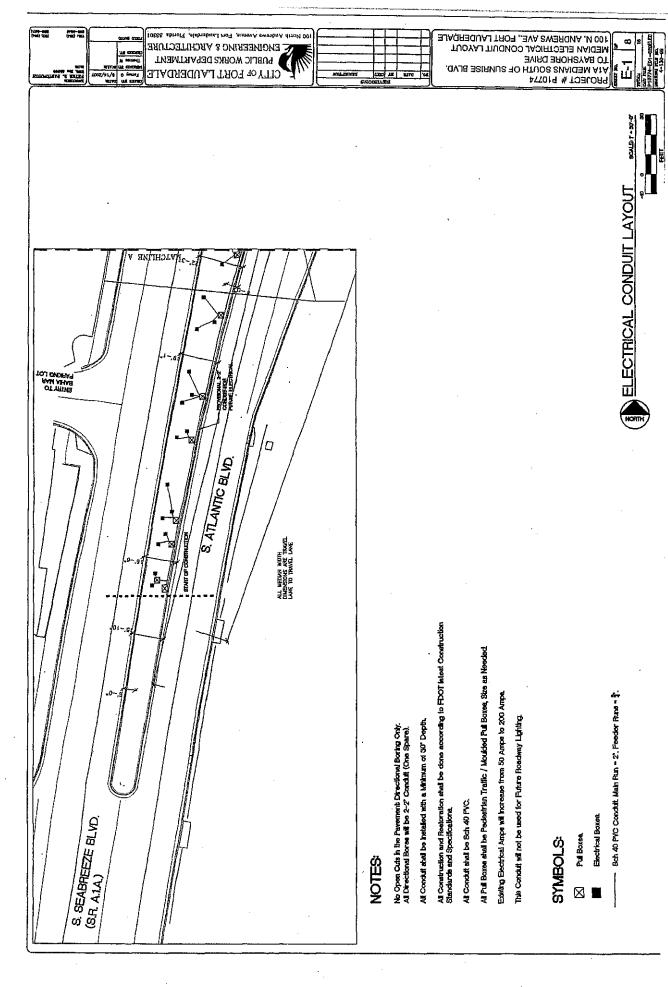


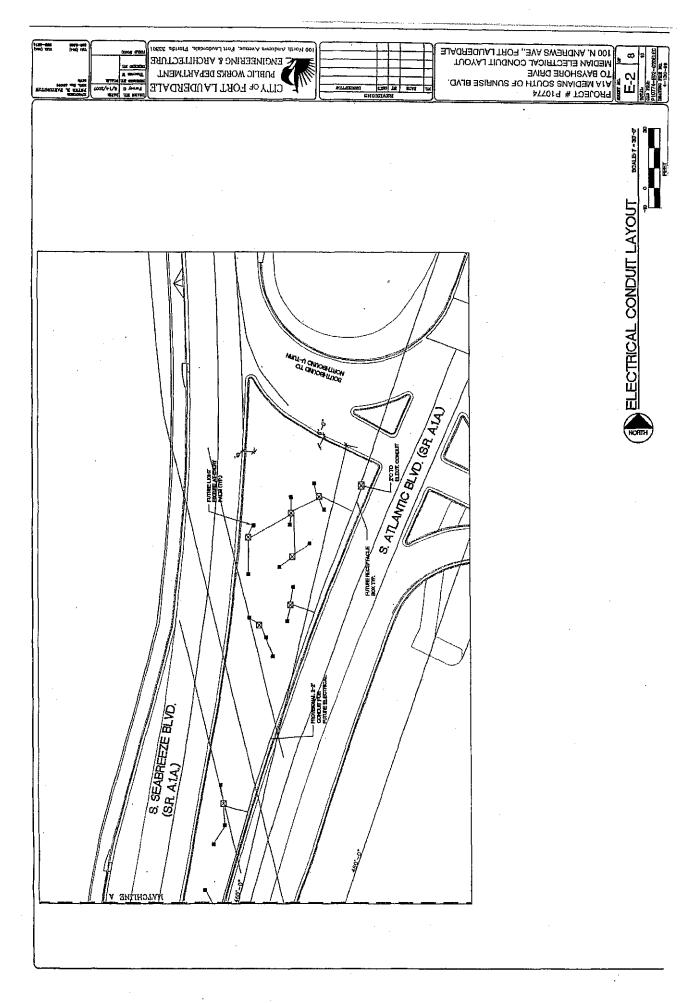


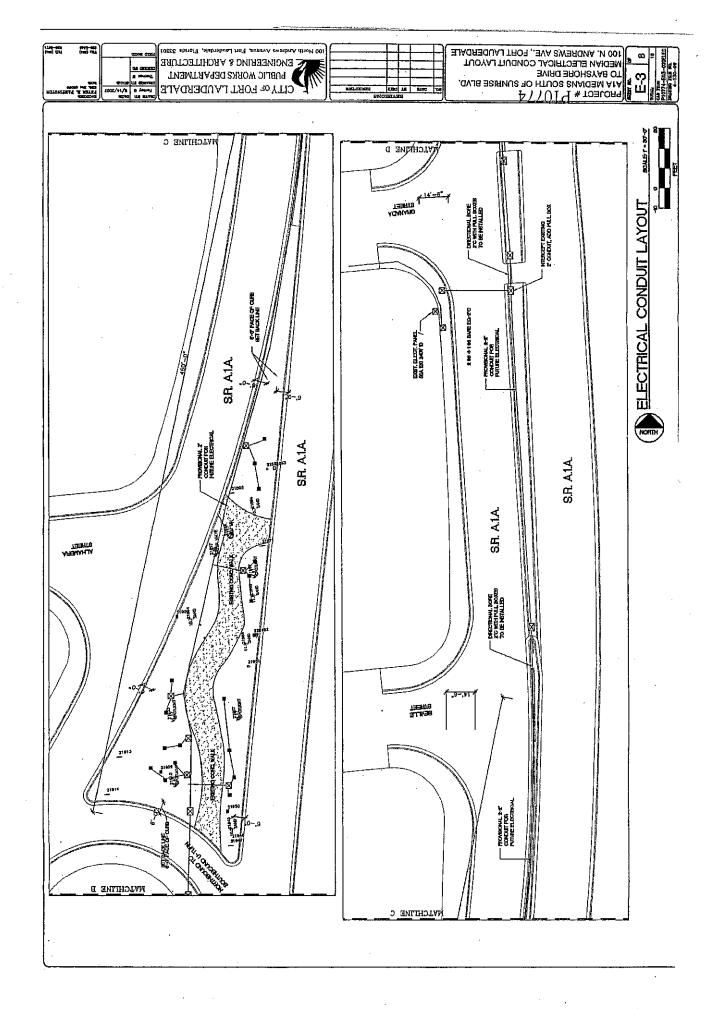


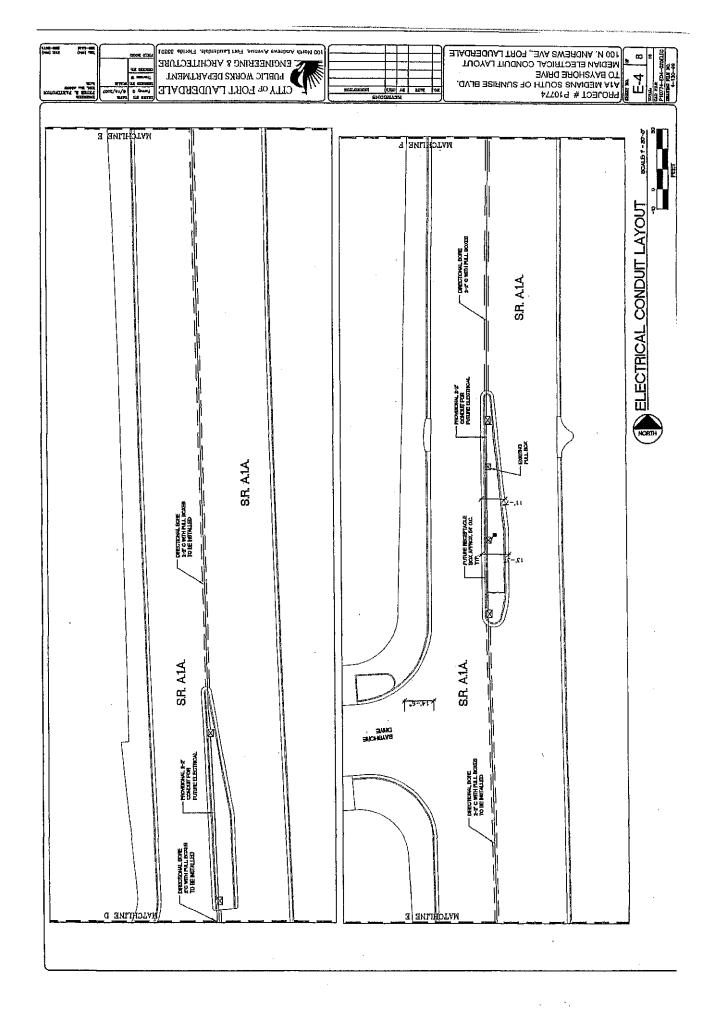


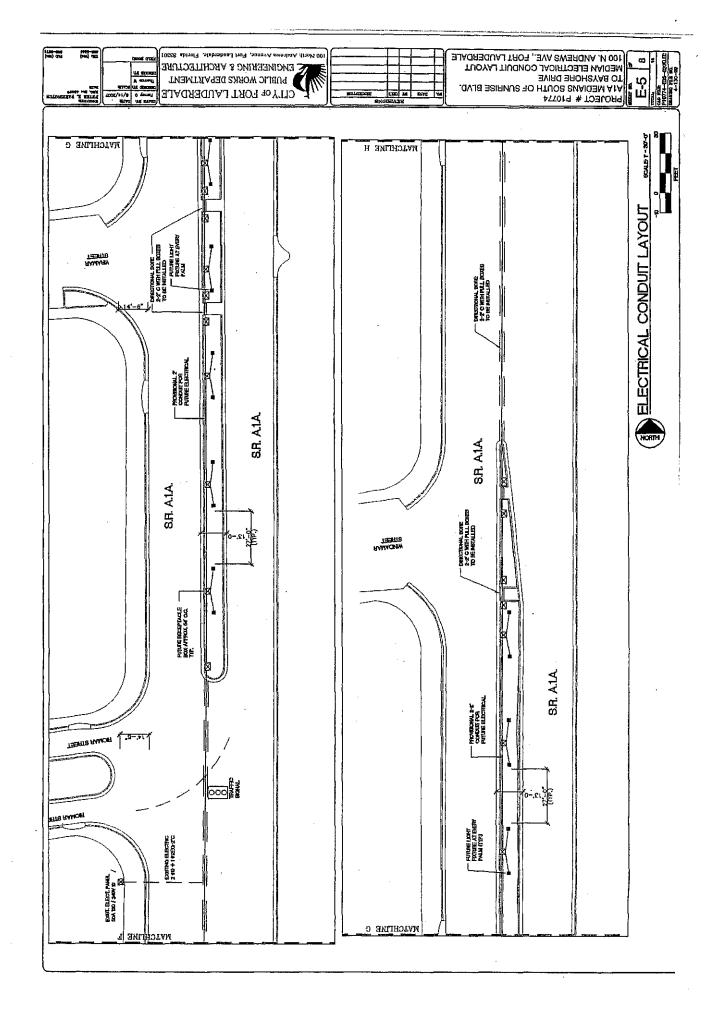


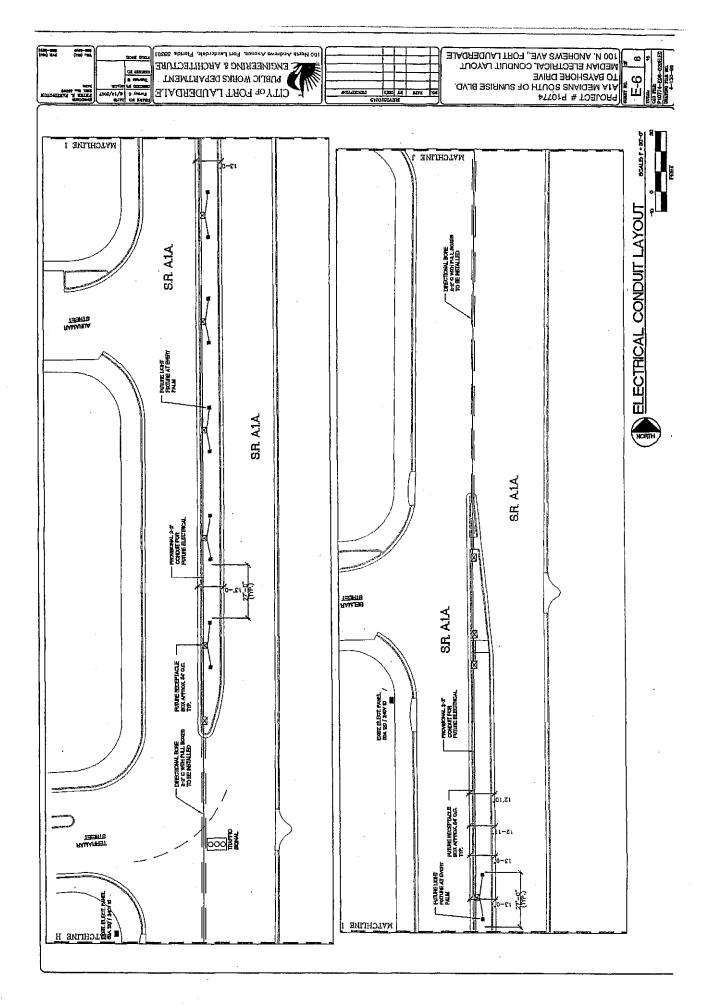


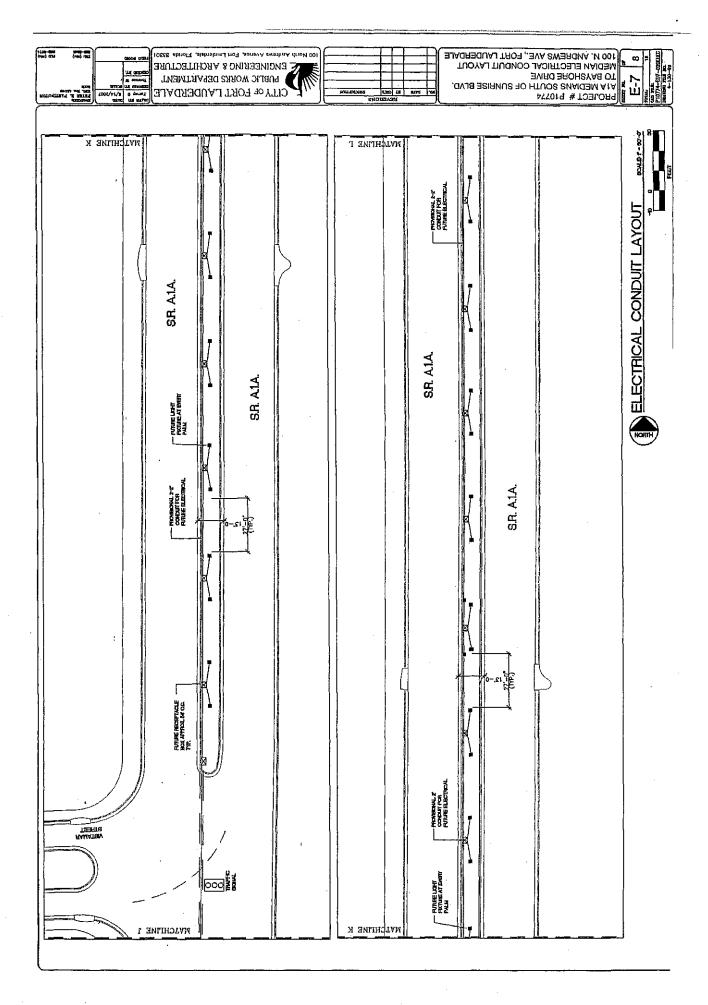


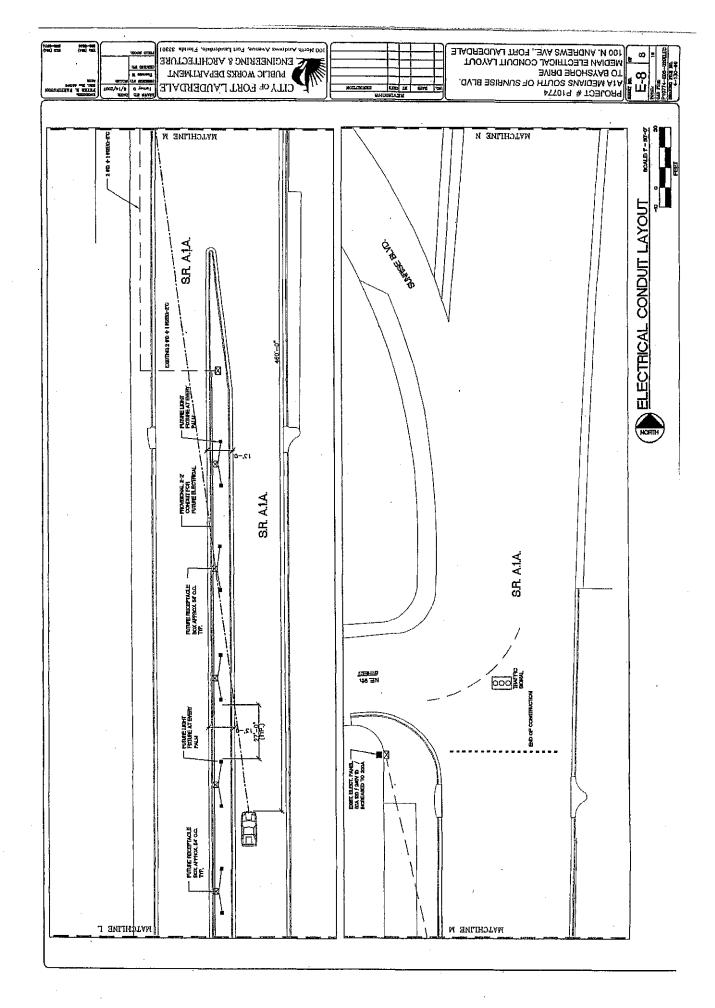


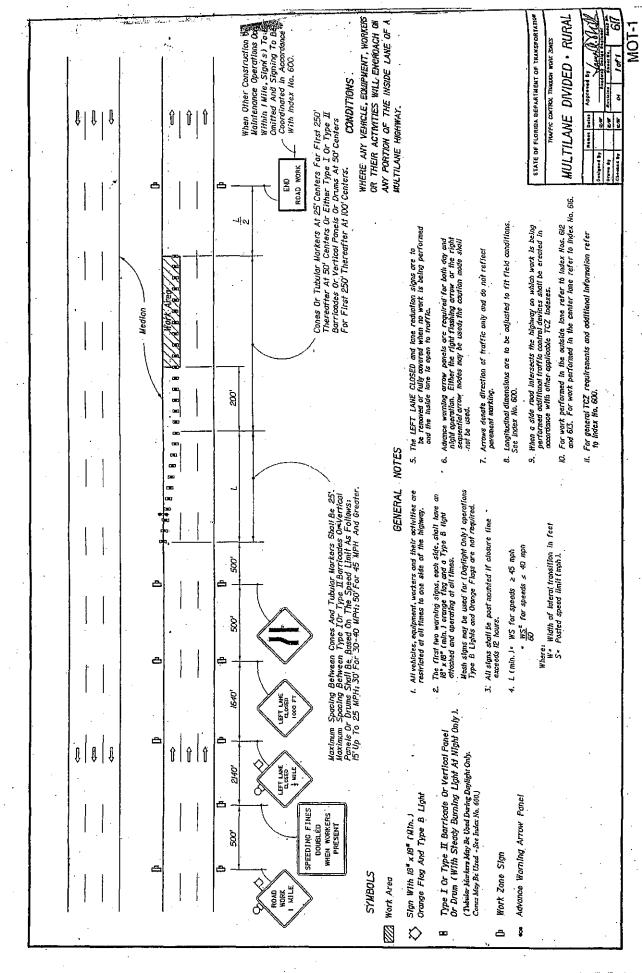












SECTION NO: 86010, 86050,

81180, 86180

S.R. NO(S):

A1A

COUNTY: FM NO.(S):

BROWARD

WPI NO.(S):

22811.6, 41687.2 4110739, 4110882

EXHIBIT H

PENDING DEPARTMENT PROJECT'S COST ESTIMATE

Dated: <u>7/3/07</u>

\$ 34,266.48

See Attached

Pay Item No	Construction Item	Units	Quantity	Unit Cost	Total Cost
570-1-2	Performance Turf (ST. Augustine 'Floritam')	SY	773.00	\$3.50	\$2,705.50
Landscape	e Complete (Small Plants)				
580-1-1	Sea Oxeye Daisy	EA	450	\$10.00	\$4,500.00
580-1-1	Beach Sunflower	EA	100	\$10.00	\$1,000.00
SUBTOTA	AL				\$5,500.00
Landscap	e Complete (Large Plants)	熱感情能能	的 是他或事物	ESPENDATE NOTE	
580-1-2	Live Oak	EA	4	\$1,000.00	\$4,000.00
580-1-2	Sabal Palm	EA	28	\$200.00	\$5,600.00
580-1-2	Montgomery Palm	EA	18	\$500.00	\$9,000.00
580-1-2	Ligustrum	EA	8	\$500.00	\$4,000.00
SUBTOTA	AL	T			\$22,600.0
590-70	Irrigation System	LS	 	\$3,460.98	\$3,460.9

TOTAL ESTIMATED CONSTRUCTION COST

\$34,266.48

Opinion of Probable Construction Costs S.R. A-1-A (Ocean Blvd.)

Median Landscape and Irrigation Plans

FPID No. 416872-1-52-01

Project Limits: From 18th Street to Oakland Park Blvd.

City of Ft. Lauderdale, Florida

Date: June 29, 2007