



## DOCUMENT ROUTING FORM

Rev: 7 | Revision Date: 04/02/2025

2C

## CITY MANAGER AND/OR MAYOR'S REVIEW AND SIGNATURE REQUEST COVERSHEET

## 1) ORIGINATING OFFICES (Charter/Department):

Routing Start Date: 6/11/2025

■ Agenda Item □ Non-Agenda

Charter Ofc: Office of City Attorney Router Name: Stephanie Souza

Ext: 5001

Department: Transportation and Mobility Router Name: Laura Morton

Ext: 4911

Commission Mtg. Date: 04/15/2025

CAM #: 25-0077

Item #: CR-1

Document Title:

Resolution Approving a Twenty-first Amendment to the Landscape Maintenance Memorandum of Agreement for State Road A1A with the Florida Department of Transportation for Landscape Improvements within the Right-of-Way of State Road A1A and Assumption of Liability and Hold Harmless Agreement with P66 Commons, LLC - (Commission District 4)

CAM attached: ☒ Yes □ No Action Summary attached: ☒ Yes □ No CIP FUNDED: □ YES ■ NO

Capital Investment / Community Improvement Project defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "real property" include land, real estate, realty or real.

## 2) CITY ATTORNEY OFFICE (CAO): Documents to be signed/routed? ■ Yes □ No

Is the attached Granicus document Final? ■ Yes □ No Number of originals attached: 2

Attorney's Name: Kimberly Cunningham Mosley

Approved as to Form: ■ Yes □ No

Initials: *True*

Continue Routing To: FIN (if applicable) Date: \_\_\_\_\_ and then to CCO Date: \_\_\_\_\_

## 3) CITY CLERK OFFICE (CCO):

Clerk Initials: *WJY*

# of originals: 2

Routed to Dept/Charter Ofc.: \_\_\_\_\_

Date: 06/13/25

## 4) CITY MANAGER OFFICE (CMO): Received From: CCO Date: 6/13/25 CMO LOG #: JUN 68

TO ACM/AcACM: □ S. Grant □ A. Fajardo ☒ B. Rogers, □ C. Cooper □ L. Reece Date: \_\_\_\_\_

Comments/Questions \_\_\_\_\_

ACM/AcACM Initials: *BW* 06.16.25 for continuous routing to Manager/Executive Director Rickelle Williams.CMO Log Out & Forward to CCO, Date: 6/18/25, for continuous routing to the Mayor. *For*

## 5) MAYOR/CRA CHAIRMAN:

Date Received: \_\_\_\_\_

Date to CCO: \_\_\_\_\_

Please sign as indicated and forward the originals to the City Clerk's Office for a final processing and review of attestation and/or seal, if applicable.

## 6) INSTRUCTIONS TO CITY CLERK'S OFFICE: Please retain a scan record copy and forward originals to:

Dept.: Transportation and Mobility \*Name: Laura Morton

Contact # ext. 4911

\*Please scan the record copy to the City Clerk once review and sign at the last level of government (Federal, State, County) is complete.

Scan Date: \_\_\_\_\_ Attach certified Resolution # 25-68 ■ Yes □ No Original form route to CAO



**CITY OF FORT LAUDERDALE**  
**City Commission Agenda Memo**  
**REGULAR MEETING**

**#25-0077**

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**TO:** Honorable Mayor & Members of the  
Fort Lauderdale City Commission

**FROM:** Rickelle Williams, City Manager

**DATE:** April 15, 2025

**TITLE:** Resolution Approving a Twenty-first Amendment to the Landscape Maintenance Memorandum of Agreement for State Road A1A with the Florida Department of Transportation for Landscape Improvements within the Right-of-Way of State Road A1A and Assumption of Liability and Hold Harmless Agreement with P66 Commons, LLC - (**Commission District 4**)

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**Recommendation**

Staff recommends the City Commission adopt a resolution approving and authorizing the execution of an amendment to the Landscape Maintenance Memorandum of Agreement for State Road A1A (SE 17<sup>th</sup> Street) with the Florida Department of Transportation for improvements within the right-of-way of State Road A1A between Mile Post 1.233 to Mile Post 1.492, and Assumption of Liability and Hold Harmless Agreement with P66 Commons, LLC (Pier 66), in substantially the form attached.

**Background**

The City of Fort Lauderdale seeks to amend a Landscape Maintenance Memorandum of Agreement (MMOA) with the Florida Department of Transportation (FDOT) for the purpose of the City maintaining the landscape improvements within the right-of-way on State Road A1A, as shown on the location map attached as Exhibit 3. The MMOA includes provisions allowing the City to construct landscape improvements or to modify an improvement on State Road A1A, a major transportation corridor, in accordance with the plans attached to the agreement.

P66 Commons, LLC (Pier 66) is a significant property owner with major residential, commercial and mixed-use developments adjacent to the subject right-of-way. The landscape improvements within the right-of-way serve to enhance area aesthetics and augment the substantial investment made by Pier 66 to improve its property. Pier 66 desires to assume responsibility for modifying, constructing and maintaining the landscape improvements within the right-of-way.

If approved, the City will amend this MMOA with FDOT as FDOT cannot directly enter into such a maintenance agreement with private property owners, such as Pier 66, that are pursuing landscape improvements. The City will subsequently enter into an

Assumption of Liability and Hold Harmless Agreement with Pier 66 to enable Pier 66 to improve and maintain the landscape improvements, at its sole expense. The Assumption of Liability and Hold Harmless Agreement between the City and Pier 66 will transfer responsibility associated with the MMOA to Pier 66, or its successors or assigns to construct and maintain the improvements installed by them within FDOT right of way in accordance with the agreement at no cost to the City. The Assumption of Liability and Hold Harmless Agreement and MMOA shall remain in full effect until terminated by mutual agreement between the City, FDOT and Pier 66, or their successors, or by the removal of all landscape improvements included in the MMOA.

### **Resource Impact**

There is no fiscal impact associated with this action.

### **Strategic Connections**

This item supports the *Press Play Fort Lauderdale 2029* Strategic Plan, specifically advancing:

- The Public Places Area, Goal: Build a beautiful and welcoming community

This item advances the *Fast Forward Fort Lauderdale 2035* Vision Plan: We Are Ready

### **Attachments**

Exhibit 1 – Landscape Maintenance Memorandum of Agreement

Exhibit 2 – Assumption of Liability and Hold Harmless Agreement

Exhibit 3 – Location Map

Exhibit 4 – Resolution

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Prepared by: Morgan Dunn, Acting Division Manager, Transportation and Mobility

Acting Department Director: Milos Majstorovic, MSCE, PE, Transportation and Mobility

**CM-10** [25-0357](#)

Motion Approving a Lease Agreement Between MI-3 Property, LLC and the City of Fort Lauderdale for the Community Court Program at 18 NW 1 Avenue, Fort Lauderdale, FL 33301 - Total 60-Month Rent: \$624,258 - (Commission District 2)

**APPROVED**

**Yea:** 5 - Vice Mayor Herbst, Commissioner Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen and Mayor Trantalis

**CONSENT RESOLUTIONS****CR-1** [25-0077](#)

Resolution Approving a Twenty-first Amendment to the Landscape Maintenance Memorandum of Agreement for State Road A1A with the Florida Department of Transportation for Landscape Improvements within the Right-of-Way of State Road A1A and Assumption of Liability and Hold Harmless Agreement with P66 Commons, LLC - (Commission District 4)

**ADOPTED**

**Yea:** 5 - Vice Mayor Herbst, Commissioner Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen and Mayor Trantalis

**CR-2** [25-0398](#)

Resolution Authorizing the Execution of an Underground Electric Utility Facilities Easement with Florida Power and Light Company - Prospect Lake Water Treatment Plant - (Commission Districts 1, 2, 3 and 4)

**ADOPTED**

**Yea:** 5 - Vice Mayor Herbst, Commissioner Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen and Mayor Trantalis

**CONSENT PURCHASE****CP-1** [25-0377](#)

Motion Approving Agreement for Infor CloudSuite Managed Services and Professional Services with Arisma Group, LLC d/b/a Cendien - \$535,000 - (Commission Districts 1, 2, 3 and 4)

**APPROVED**

**Yea:** 5 - Vice Mayor Herbst, Commissioner Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen and Mayor Trantalis

**MOTIONS**

Prepared by and return to:

Kimberly Cunningham Mosley  
Assistant City Attorney  
City of Fort Lauderdale  
1 East Broward Blvd., Suite 1320  
Fort Lauderdale, FL 33301

Folio Number: 504213210010

## **ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT**

THIS ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT  
("Assumption Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_ 2025, by and between:

P66 Commons, LLC, a Florida Limited Liability Company, whose  
principal address is 6900 Tavistock Lakes Boulevard, Suite 200,  
Orlando, FL 32827 ("OWNER")

and

The City of Fort Lauderdale, a Florida municipality having a  
principal address at 101 NE 3<sup>rd</sup> Avenue, Suite 2100, Fort  
Lauderdale, Florida 33301 ("CITY" or "City").

## **RECITALS**

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

WHEREAS, certain landscape and streetscape improvements are proposed, by OWNER,  
to be installed in the right-of-way on State Road A1A (SE 17<sup>th</sup> Street), which is under the  
jurisdiction of the State of Florida Department of Transportation Highway System ("FDOT")  
(hereinafter referred to as "Improvements"); and

WHEREAS, the Improvements are proposed to be installed on State Road A1A from Mile  
Post 1.233 to M.P. 1.492; and

WHEREAS, in order to permit the Improvements to be constructed in the FDOT  
right-of-way, FDOT requires the City to enter into an amended agreement entitled "Amendment  
Number Twenty-One (21) to Florida Department of Transportation District Four (4) Landscape  
Inclusive Maintenance Memorandum of Agreement" ("Agreement"), which is attached hereto and  
incorporated herein as Exhibit "B"; and

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

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

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

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

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

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

*City Engineer* means the City Engineer (Urban Design Engineer) for the CITY, or the City Engineer's 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 nor legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

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

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

3. **Compliance and Default.** OWNER agrees to assume any and all liability and responsibility for performance under the Agreement except that OWNER shall not be liable for

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

#### **4. Indemnification and Hold Harmless.**

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

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

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

#### **6. Removal of Improvements and Restoration of Improvement Area.**

(a) Except as may otherwise be expressly provided herein, it is agreed that upon termination of the Agreement, in whole or in part, OWNER shall remove all or any part of the

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

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

**7. Event of Default; Remedy.** In the event the OWNER fails to perform or violates any of the terms or conditions of the Agreement or this Assumption Agreement or is in breach or default in any term or condition thereof, the City shall notify OWNER of the specific failure or violation of this Assumption Agreement or the Agreement in writing and OWNER shall thereafter have a period of thirty (30) days to cure any such failure or violation to the City's reasonable satisfaction (an "Event of Default"). Upon an Event of Default, the City has the right 1) to take any equitable action to enforce the terms and conditions of the Agreement or this Assumption Agreement, it being stipulated by the parties that since the Agreement and this Assumption Agreement deal with the right to use public easements and rights-of-way of FDOT used for a governmental purpose, a violation or breach of any term or condition of the Agreement or this Assumption Agreement constitutes an irreparable injury to the public and CITY for which there is no adequate remedy at law or 2) take such curative action that was required to be taken by the OWNER under the Agreement and the cost and expense incurred in CITY's curative actions shall be passed on to and owed by OWNER, in which case OWNER shall be liable for payment to CITY for all reasonable and necessary costs and expenses incurred by CITY in connection with the

performance of the action or actions associated with the Improvements. OWNER shall reimburse CITY within thirty (30) days following written demand for payment thereof. Interest shall accrue on the unpaid amount at the rate of twelve percent (12%) per annum simple interest but in no event shall interest exceed the highest amount allowed by Florida law. If a dispute arises as to the need for, or amount due to the CITY for repairs or maintenance undertaken by CITY in accordance with the Agreement or Assumption Agreement, and such dispute is not resolved within thirty days (30) days after the date that CITY makes the written demand for payment, OWNER shall pay to CITY the undisputed amount and shall provide CITY with a bond or other security acceptable to CITY for the disputed amount pending a resolution of the dispute by negotiation or litigation. If OWNER does not make the payments required under this Section within the thirty (30) day period set forth herein, then CITY shall have a right to record a Claim of Lien against the Property, which Lien may be either (a) for the total amount of the fines, including all subsections thereunder, or (b) for all reasonable and necessary costs and expenses of any cure undertaken by CITY in accordance with this Section, the cost of any interim insurance policy as provided herein, and reasonable attorneys' fees and costs associated therewith. The Lien shall be effective upon the recording of a Claim of Lien in the Public Records of Broward County, Florida, which Claim of Lien shall state all amounts due and owing to CITY. The Lien may be foreclosed by CITY in the same manner as provided by law for foreclosure of mortgage liens. The Lien shall continue until payment to CITY of the amounts set forth in the Lien (at which time CITY shall record a satisfaction of such lien). In addition to the Lien, CITY shall have all other rights and remedies granted to it at law or in equity for OWNER's failure to pay the fines owed or reimburse CITY for curative actions taken by CITY. CITY shall have all other rights and remedies granted to it at law or in equity for OWNER's failure to pay the fines owed or reimburse CITY for curative actions taken by CITY. The remedies found within this Section are cumulative. The exercise of one does not preclude the exercise of any other remedy.

**8. Emergencies.** If an emergency situation arises with respect to the Agreement or the Assumption Agreement where the Improvement Area or any condition thereof presents an imminent threat to the health or safety of Persons or property, the CITY shall make reasonable efforts to provide telephone or email notice to OWNER's Contact Person. If, following that notice, OWNER fails to take timely action to correct the emergency situation, and allowing the emergency situation to continue would pose an imminent threat to health or safety to Persons or property, CITY may undertake such limited actions as are necessary to eliminate the emergency; and CITY shall be entitled to recover its reasonable costs of cure or resolve the emergency from OWNER in accordance with provisions hereof. For the purposes of this Section, OWNER's Contact Person shall be Tom Domeika; telephone number (703) 675-9501; and e-mail address: tdomeika@piersictysixresort.com. In the event the OWNER's Contact Person or any other information pertaining to the OWNER's Contact Person shall change, such change shall be provided to the CITY Engineer and the CITY's Director of the Transportation and Mobility Department, in writing.

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

## **10. Notices.**

(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 the Agreement or this Assumption Agreement, each such notice, demand, request or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be given by hand delivery, or by a nationally recognized overnight courier, or by mailing the same by registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the address set forth below, or at such other address or addresses and to such other person or firm as OWNER may from time to time designate by notice as herein provided.

(b) All notices, demands, requests or other communications hereunder shall be deemed to have been given or served for all purposes hereunder upon receipt if by hand delivery, or upon one (1) business day after deposit with such overnight courier as required above, or upon two (2) business days after deposit with the United States mail, postage prepaid, in the manner aforesaid, provided, however, that for any distance in excess of five hundred (500) miles, air mail service or Federal Express or similar carrier shall be utilized, if available.

AS TO CITY: Rickelle Williams  
City Manager  
City of Fort Lauderdale  
101 NE 3<sup>rd</sup> Avenue, Suite 2100  
Fort Lauderdale, Florida 33301

With copy to: D'Wayne Spence  
Interim City Attorney  
City of Fort Lauderdale  
1 East Broward Blvd., Suite 1320  
Fort Lauderdale, Florida 33301

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

AS TO OWNER: P66 Commons, LLC  
Attn: Christopher Gandolfo, VP  
2301 SE 17<sup>th</sup> Street  
Fort Lauderdale, FL 33316

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

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

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

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

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

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

**16. Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Assumption Agreement. None of the parties intend to directly or substantially benefit a third party

by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based on this Agreement. Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

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

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

**19. Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Assumption Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

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

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

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

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

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

**25. Police Power.** Nothing herein shall be construed as a waiver of the City's police power. OWNER shall comply with the City's codes, ordinances and regulations with respect to installation and construction of the Improvements. OWNER shall construct operate and maintain the Improvements in compliance with all health, sanitary, fire, zoning and building code requirements and any other governing authority with jurisdiction over the Improvement Area and Improvements.

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

(SIGNATURES TO FOLLOW)

IN WITNESS WHEREOF, the parties enter into this Assumption of Liability and Hold Harmless Agreement by OWNER and the CITY OF FORT LAUDERDALE and execute this Agreement as follows:

Witnesses:

Andrea Riba

(Witness #1 Signature)

[Signature]  
(Print Name)

J. Mendoza  
(Witness #2 Signature)

Jeanette Mendoza  
(Print Name)

OWNER:

P66 Commons, LLC, a Florida Limited Liability Company

By: [Signature]

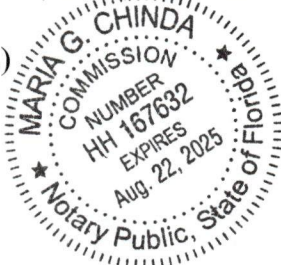
Christopher Gandolfo, VP

### ACKNOWLEDGEMENT

STATE OF Florida )  
COUNTY OF Broward )SS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21st day of April, 2025, by Christopher Gandolfo, as VP for P66 Commons, LLC, a Florida Limited Liability Company.

(SEAL)

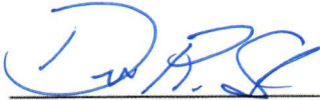


[Signature]  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgment)

Maria G. Chinda  
Print, Type of Stamp Commissioned Name  
of Notary Public)

Personally Known ☒ OR Produced Identification ☐  
Type of Identification Produced \_\_\_\_\_

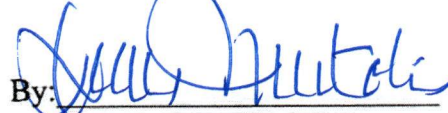
ATTEST:



David R. Soloman, City Clerk




CITY OF FORT LAUDERDALE



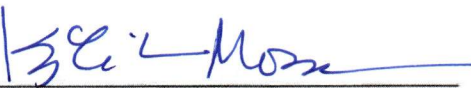
Dean J. Trantalis, Mayor

23 day of June, 2025

By:   
Rickelle Williams, City Manager

18th day of June, 2025

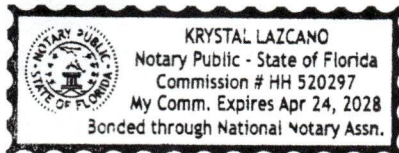
Approved as to form and correctness:  
D'Wayne M. Spence, Interim City Attorney

By:   
Kimberly Cunningham Mosley  
Assistant City Attorney

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23 day of June, 2025, by Dean J. Trantalis, Mayor of the City of Fort Lauderdale, a Florida municipality. He is personally known to me.

(SEAL)



Krystal Lazcano

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

Krystal Lazcano

Name of Notary Typed,  
Printed or Stamped

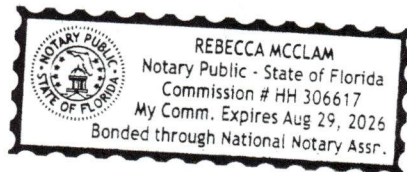
My Commission Expires:

April 24, 2028

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Rickelle Williams, City Manager of the City of Fort Lauderdale, a Florida municipality. She is personally known to me.

(SEAL)



R. McClam

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

Name of Notary Typed,  
Printed or Stamped

My Commission Expires:

08/29/2026

**Exhibit A**  
**Legal Description and Sketch**

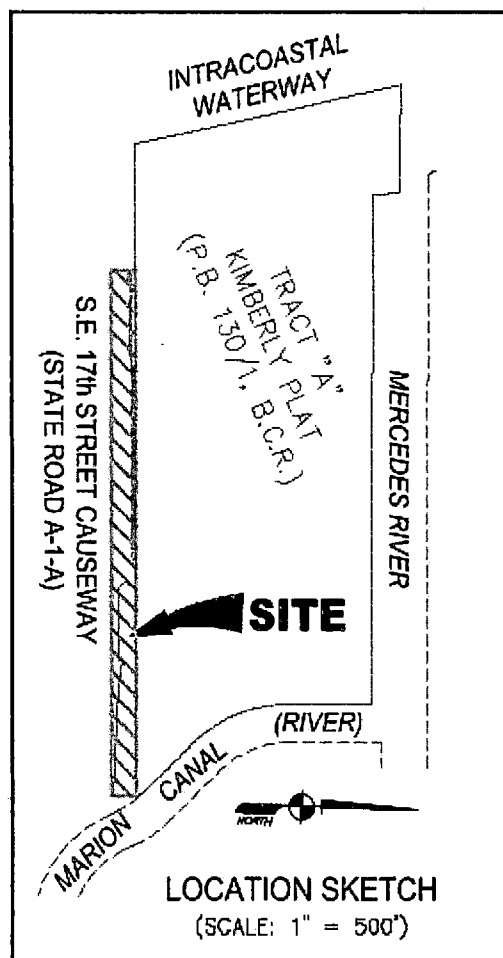
**EXHIBIT "A"**
**SKETCH & DESCRIPTION FOR:  
F.D.O.T. MAINTENANCE AGREEMENT**

LYING WITHIN S.E. 17th STREET CAUSEWAY IN SECTION 13, TOWNSHIP 50 SOUTH, RANGE 42 EAST  
CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

**LAND DESCRIPTION:****AREA 1**

A portion of Section 13, Township 50 South, Range 42 East lying within the right-of-way of S.E. 17th Street Causeway, described as follows:

COMMENCE at the southeast corner of Tract "A", KIMBERLY PLAT, according to the Plat thereof as recorded in Plat Book 130, Page 1 of the Public Records of Broward County, Florida, said point being on the north right-of-way of S.E. 17th Street Causeway; thence S88°05'46"W, along the south line of said Tract "A" and said north right-of-way, 6.18 feet to the POINT OF BEGINNING; thence S01°54'14"E, 62.91 feet; thence N75°20'53"W, 10.75 feet; thence N88°33'49"W, 59.58 feet; thence N89°24'19"W, 153.60 feet; thence N85°01'37"W, 102.43 feet; thence S88°26'06"W, 26.04 feet; thence S10°55'03"W, 3.21 feet; thence S01°33'54"E, 6.86 feet; thence S88°26'06"W, 178.70 feet to a point of curvature of a curve concave to the northeast; thence northerly along the arc of said curve, having a radius of 28.00 feet and a central angle of 88°16'12", an arc distance of 43.14 feet; thence N86°42'18"E, 10.00 feet; thence N03°17'42"W, 18.64 feet to a point on said south line of Tract "A" and said north right-of-way, said point hereinafter referred to as POINT A; thence N88°05'46"E, along said south line and said north right-of-way, 548.71 feet to the POINT OF BEGINNING.

**TOGETHER WITH:****AREA 2**

A portion of Section 13, Township 50 South, Range 42 East lying within the right-of-way of S.E. 17th Street Causeway, described as follows:

COMMENCE at the aforementioned POINT A; thence S88°05'46"W, along the aforementioned south line of Tract "A", KIMBERLY PLAT and said north right-of-way of S.E. 17th Street Causeway, 63.14 feet to the POINT OF BEGINNING; thence continue S88°05'46"W, along said south line and north right-of-way, 19.34 feet, said point hereinafter referred to as POINT B; thence S01°56'08"E, 7.88 feet to a point of curvature of a curve concave to the northeast; thence southeasterly along the arc of said curve, having a radius of 1.50 feet and a central angle of 90°00'00", an arc distance of 2.36 feet; thence N88°03'52"E, 4.28 feet to a point of curvature of a curve concave to the north; thence northeasterly along the arc of said curve, having a radius of 14.50 feet and a central angle of 69°15'56", an arc distance of 17.53 feet to the POINT OF BEGINNING.

----- LAND DESCRIPTION continue on Sheet 2 of 7 -----

**REVISIONS**

REVISED PER CITY COMMENTS 03/17/2025 (M.M.K.)


**AVIROM & ASSOCIATES, INC.  
SURVEYING & MAPPING**

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JOB #: 7531-45

SCALE: N/A

DATE: 03/03/2025

BY: M.M.K.

CHECKED: CAM #25-0077

F.B. N/A N/A

Page 14 of 44 OF 7

## EXHIBIT "A"

### SKETCH & DESCRIPTION FOR: F.D.O.T. MAINTENANCE AGREEMENT

LYING WITHIN S.E. 17th STREET CAUSEWAY IN SECTION 13, TOWNSHIP 50 SOUTH, RANGE 42 EAST  
CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

----- LAND DESCRIPTION continue from Sheet 1 OF 7 -----

TOGETHER WITH:

#### AREA 3

A portion of Section 13, Township 50 South, Range 42 East lying within the right-of-way of S.E. 17th Street Causeway, described as follows:

COMMENCE at the aforementioned POINT B; thence S88°05'46"W, along the aforementioned south line of Tract "A", KIMBERLY PLAT and said north right-of-way of S.E. 17th Street Causeway, 10.00 feet to a point hereinafter referred to as POINT C; thence S01°56'08"E, 5.22 feet to the POINT OF BEGINNING; thence continue S01°56'08"E, 2.32 feet to a point of curvature of a curve concave to the northwest; thence southwesterly along the arc of said curve, having a radius of 1.68 feet and a central angle of 90°00'00", an arc distance of 2.64 feet; thence S88°03'52"W, 434.18 feet; thence S86°01'47"W, 109.90 feet to a point of curvature of a curve concave to the north; thence westerly along the arc of said curve, having a radius of 1289.00 feet and a central angle of 02°02'05", an arc distance of 45.78 feet; thence S88°03'52"W, 62.01 feet to a point hereinafter referred to as POINT D; thence N01°56'08"W, 6.00 feet; thence N88°03'52"E, 62.01 feet to a point of curvature of a curve concave to the north; thence easterly along the arc of said curve, having a radius of 1283.00 feet and a central angle of 02°02'05", an arc distance of 45.57 feet; thence N86°01'47"E, 110.01 feet; thence N88°03'52"E, 430.44 feet; thence S01°56'08"E, 2.00 feet; thence N88°03'52"E, 5.52 feet to the POINT OF BEGINNING.

TOGETHER WITH:

#### AREA 4

A portion of Section 13, Township 50 South, Range 42 East lying within the right-of-way of S.E. 17th Street Causeway, described as follows:

COMMENCE at the aforementioned POINT D; thence S88°03'52"W, 6.07 feet to a point of curvature of a curve concave to the south; thence westerly along the arc of said curve, having a radius of 74.86 feet and a central angle of 5°28'34", an arc distance of 7.16 feet to the POINT OF BEGINNING; thence continue southwesterly along the arc of said curve, having a radius of 74.86 feet and a central angle of 17°23'20", an arc distance of 22.72 feet to a point of reverse curvature of a curve concave to the north; thence westerly along the arc of said curve, having a radius of 14.33 feet and a central angle of 26°06'10", an arc distance of 6.53 feet to a point of compound curvature of a curve concave to the north; thence northwesterly along the arc of said curve, having a radius of 98.83 feet and a central angle of 08°32'51", an arc distance of 14.74 feet to a point of compound curvature of a curve concave to the northeast; thence northwesterly along the arc of said curve, having a radius of 19.33 feet and a central angle of 41°53'54", an arc distance of 14.14 feet; thence N72°28'29"E, 3.52 feet to a point on a non-tangent curve concave to the northeast, a radial line to said point bears N41°21'28"E; thence southeasterly along the arc of said curve, having a radius of 22.50 feet and a central angle of 24°35'59", an arc distance of 9.66 feet; thence S16°45'29"W, along a radial line, 0.50 feet to a point on a non-tangent curve concave to the north, a radial line to said point bears S16°45'29"W; thence easterly along the arc of said curve, having a radius of 23.00 feet and a central angle of 43°04'26", an arc distance of 17.29 feet to a point of reverse curvature of a curve concave to the south; thence northeasterly along the arc of said curve, having a radius of 80.86 feet and a central angle of 18°54'14", an arc distance of 26.68 feet; thence S07°24'42"E, 6.00 feet to the POINT OF BEGINNING.

----- LAND DESCRIPTION continue on Sheet 3 OF 7 -----

#### REVISIONS

REVISED PER CITY COMMENTS 03/17/2025 (M.M.K.)



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JOB #: 7531-45

SCALE: N/A

DATE: 03/03/2025

BY: M.M.K.

CHECKED: CAM #25-0077

F.B. N/A

Page 15 of 42 OF 7

## EXHIBIT "A"

SKETCH & DESCRIPTION FOR:

### F.D.O.T. MAINTENANCE AGREEMENT

LYING WITHIN S.E. 17th STREET CAUSEWAY IN SECTION 13, TOWNSHIP 50 SOUTH, RANGE 42 EAST  
CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

----- LAND DESCRIPTION continue from Sheet 2 of 7 -----

TOGETHER WITH:

#### AREA 5

A portion of Section 13, Township 50 South, Range 42 East lying within the right-of-way of S.E. 17th Street Causeway, described as follows:

COMMENCE at the aforementioned POINT C; thence S88°05'46"W, along the aforementioned south line of Tract "A", KIMBERLY PLAT and said north right-of-way of S.E. 17th Street Causeway, 566.26 feet to the POINT OF BEGINNING; thence continue S88°05'46"W, 150.14 feet to a point on a non-tangent curve concave to the north, a radial line to said point bears N66°56'18"E; thence southeasterly along the arc of said curve, having a radius of 15.00 feet and a central angle of 93°15'15", an arc distance of 24.41 feet to a point of reverse curvature of a curve concave to the south; thence easterly along the arc of said curve, having a radius of 88.86 feet and a central angle of 24°22'49", an arc distance of 37.81 feet; thence N88°03'52"E, 68.08 feet to a point of curvature of a curve concave to the north, having a radius of 1275.00 feet and a central angle of 01°07'57", an arc distance of 25.20 feet to the POINT OF BEGINNING.

Said lands situate in the City of Fort Lauderdale, Broward County, Florida and containing 31,541 square feet (0.7241 acres), more or less.

#### AREA CALCULATION

F.D.O.T. MAINTENANCE EASEMENT AREA	SQUARE FEET	ACRES
AREA 1	26,939	0.6184
AREA 2	146	0.0034
AREA 3	3,910	0.0898
AREA 4	262	0.0060
AREA 5	284	0.0065
TOTAL	31,541	0.7241

#### CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

Digitally signed by  
Marisha M. Kreitman,  
P.S.M.  
Date: 2025.03.17  
19:00:41 -04'00'

  
MARISHA M. KREITMAN, P.S.M.  
Florida Registration No. 6555  
AVIROM & ASSOCIATES, INC.  
L.B. No. 3300

#### REVISIONS

REVISED PER CITY COMMENTS 03/17/2025 (M.M.K.)



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JOB #: 7531-45

SCALE: N/A

DATE: 03/03/2025

BY: M.M.K.

CHECKED: CAM #25-0077

F.B. N/A PG. N/A

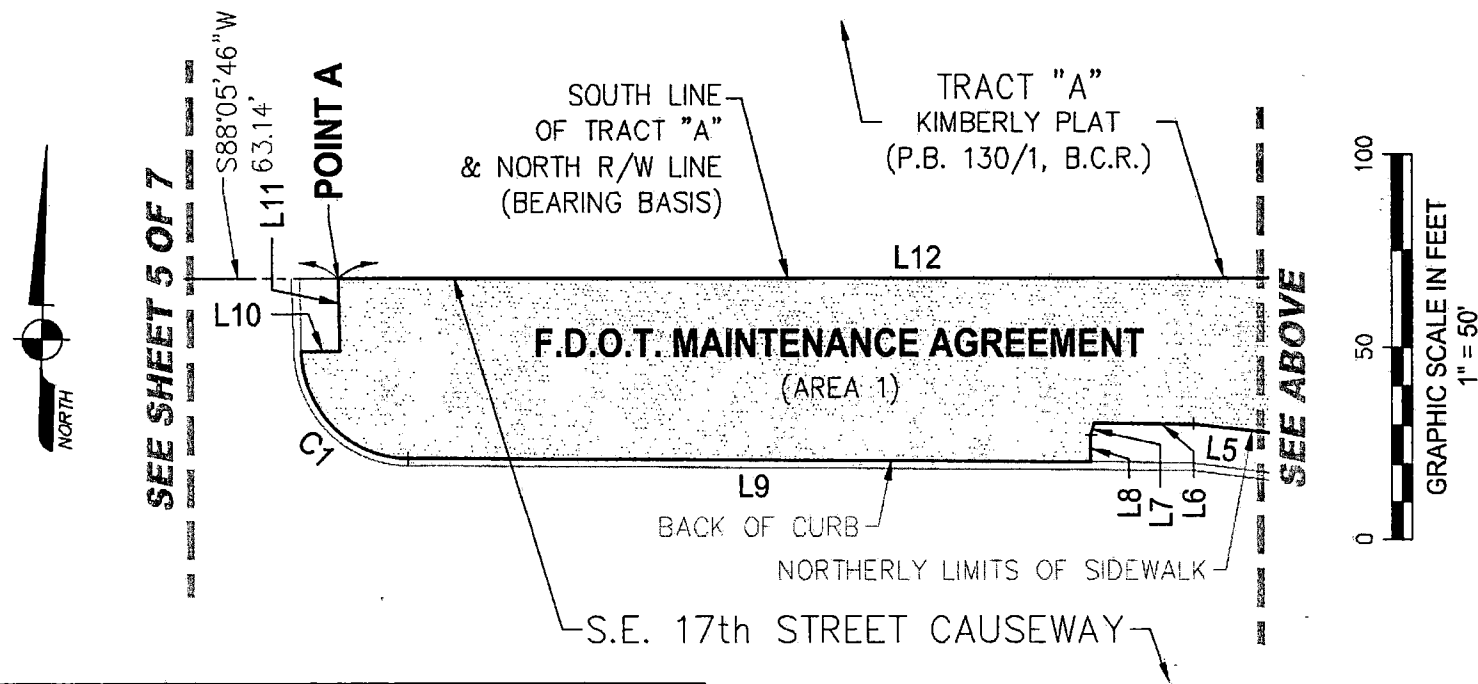
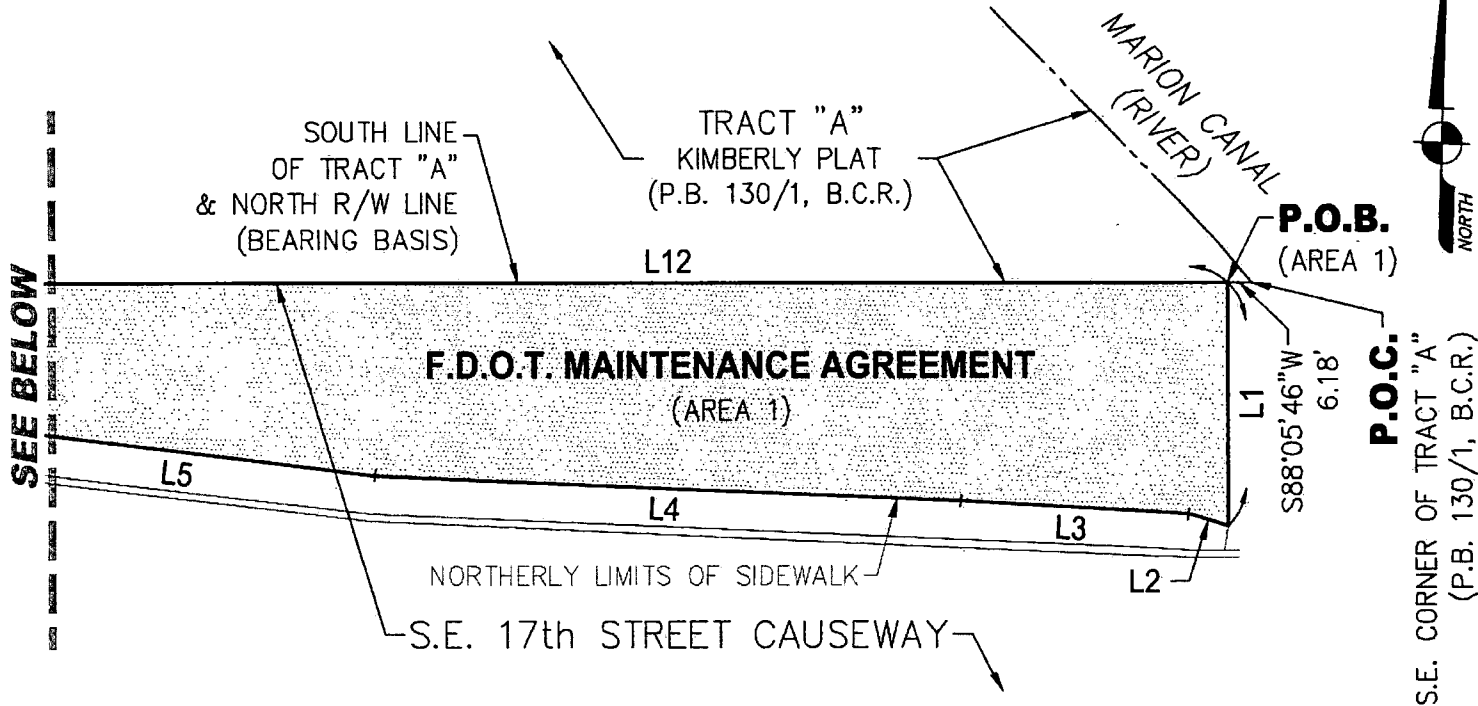
Page 16 of 45 OF 7

# EXHIBIT "A"

SKETCH & DESCRIPTION FOR:

## F.D.O.T. MAINTENANCE AGREEMENT

LYING WITHIN S.E. 17th STREET CAUSEWAY IN SECTION 13, TOWNSHIP 50 SOUTH, RANGE 42 EAST  
CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.



NOTE: SEE SHEET 7 OF 7 FOR CURVE AND LINE TABLE

### REVISIONS

REVISED PER CITY COMMENTS 03/17/2025 (M.M.K.)



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JOB #: 7531-45

SCALE: 1" = 50'

DATE: 03/03/2025

BY: M.M.K.

CHECKED: CAM #25-0077

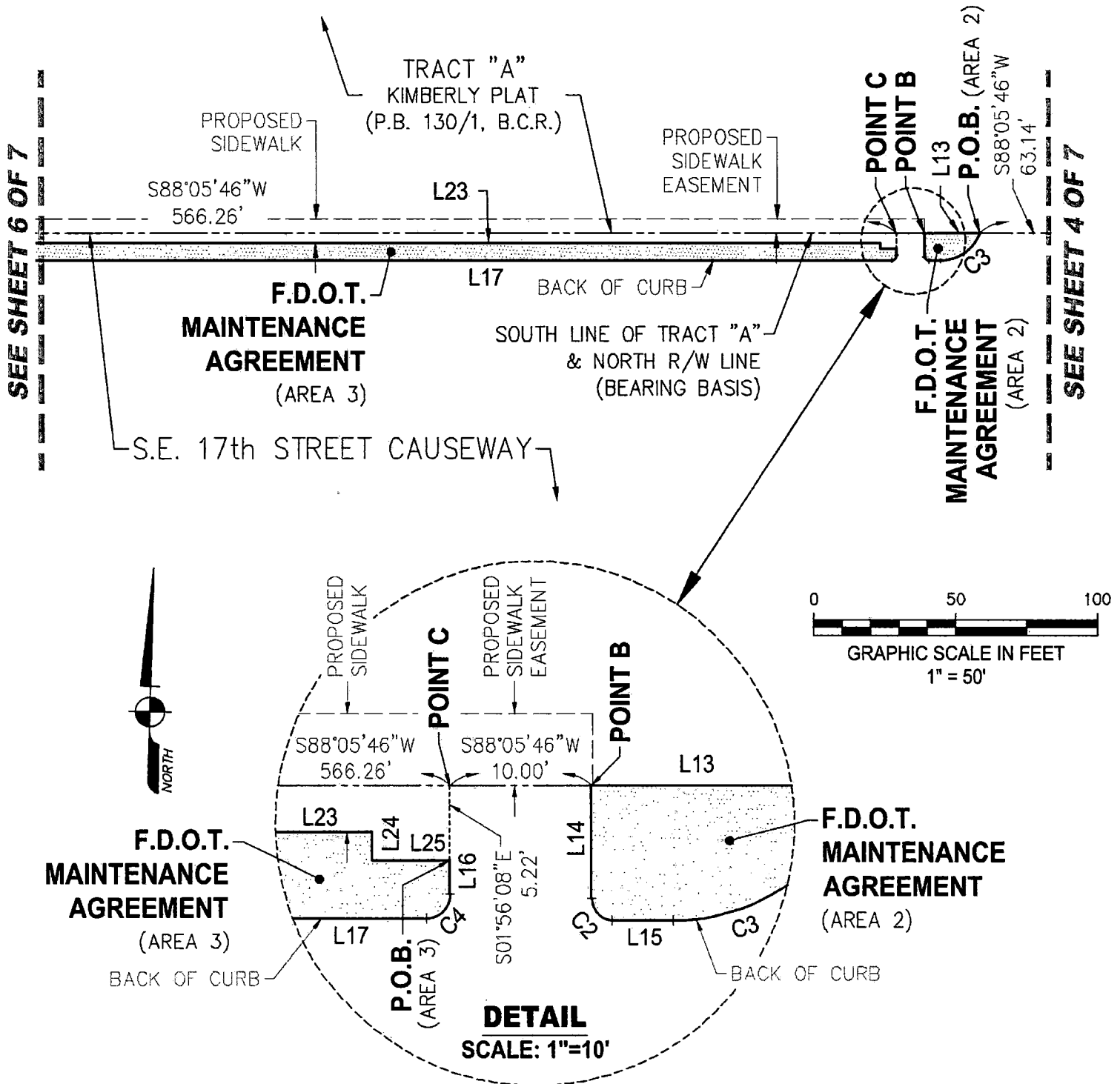
F.B. N/A B.C. N/A

Sheet 17 of 45 OF 7

# EXHIBIT "A"

## SKETCH & DESCRIPTION FOR: F.D.O.T. MAINTENANCE AGREEMENT

LYING WITHIN S.E. 17th STREET CAUSEWAY IN SECTION 13, TOWNSHIP 50 SOUTH, RANGE 42 EAST  
CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.



NOTE: SEE SHEET 7 OF 7 FOR CURVE AND LINE TABLE

### REVISIONS

REVISED PER CITY COMMENTS 03/17/2025 (M.M.K.)



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JOB #: 7531-45

SCALE: AS SHOWN

DATE: 03/03/2025

BY: M.M.K.

CHECKED: CAM # 25-0077

F.B. N/A

SHEET 18 OF 45 OF 7

# EXHIBIT "A"

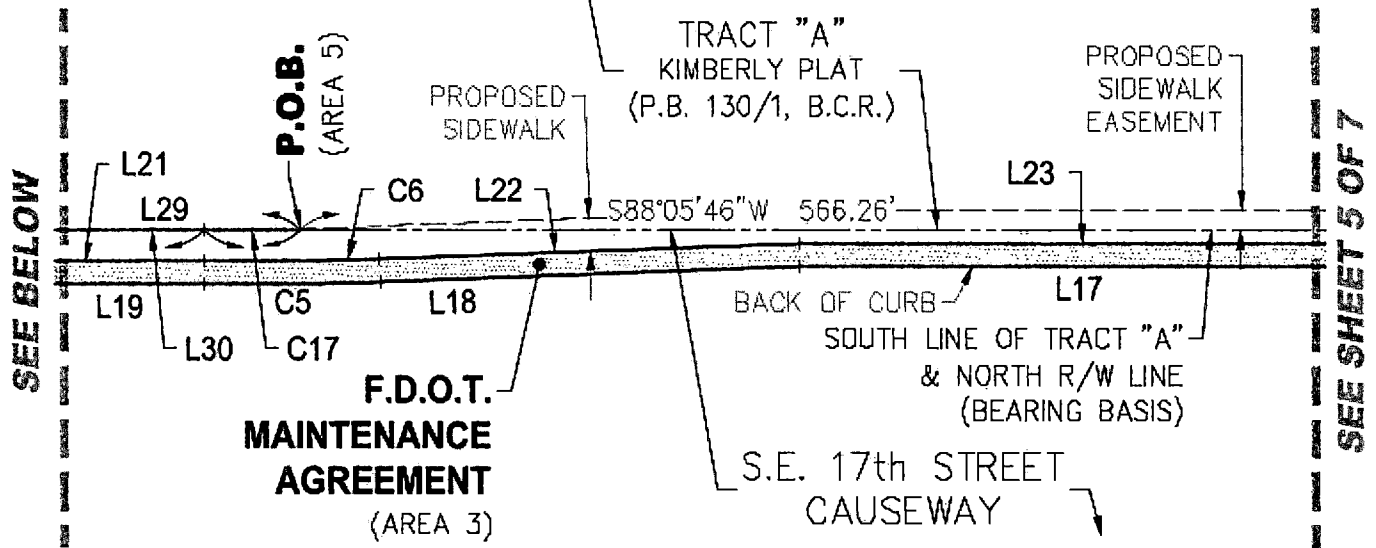
SKETCH & DESCRIPTION FOR:

## F.D.O.T. MAINTENANCE AGREEMENT

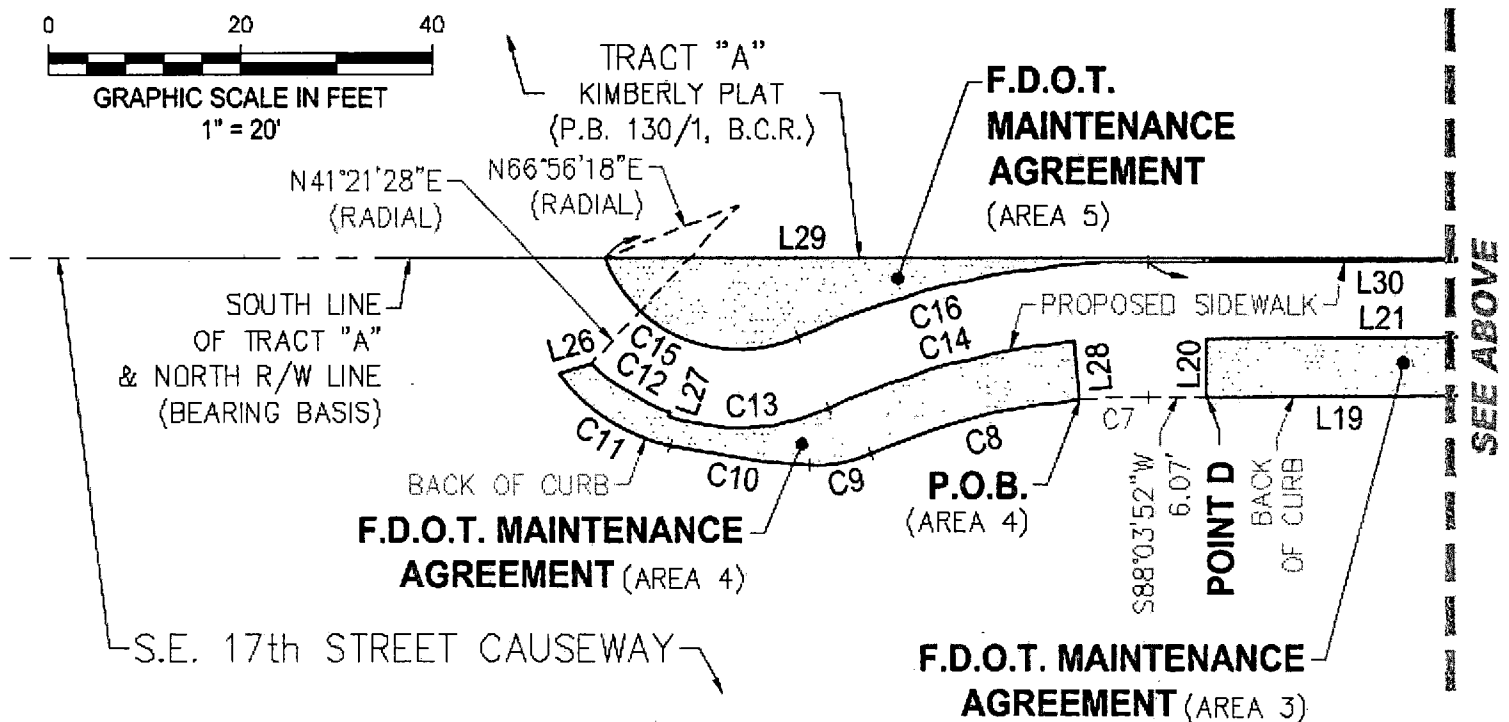
LYING WITHIN S.E. 17th STREET CAUSEWAY IN SECTION 13, TOWNSHIP 50 SOUTH, RANGE 42 EAST  
CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.



GRAPHIC SCALE IN FEET  
1" = 50'



GRAPHIC SCALE IN FEET  
1" = 20'



NOTE: SEE SHEET 7 OF 7 FOR CURVE AND LINE TABLE

### REVISIONS

REVISED PER CITY COMMENTS 03/17/2025 (M.M.K.)



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JOB #: 7531-45

SCALE: AS SHOWN

DATE: 03/03/2025

BY: M.M.K.

CHECKED: CAM #25-0077

F.B. N/A N/A

Page 19 of 46 OF 7

# EXHIBIT "A"

## SKETCH & DESCRIPTION FOR: F.D.O.T. MAINTENANCE AGREEMENT

LYING WITHIN S.E. 17th STREET CAUSEWAY IN SECTION 13, TOWNSHIP 50 SOUTH, RANGE 42 EAST  
CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S01°54'14"E	62.91'
L2	N75°20'53"W	10.75'
L3	N88°33'49"W	59.58'
L4	N89°24'19"W	153.60'
L5	N85°01'37"W	102.43'
L6	S88°26'06"W	26.04'
L7	S10°55'03"W	3.21'
L8	S01°33'54"E	6.86'
L9	S88°26'06"W	178.70'
L10	N86°42'18"E	10.00'
L11	N03°17'42"W	18.64'
L12	N88°05'46"E	548.71'
L13	S88°05'46"W	19.34'
L14	S01°56'08"E	7.88'
L15	N88°03'52"E	4.28'
L16	S01°56'08"E	2.32'
L17	S88°03'52"W	434.18'
L18	S86°01'47"W	109.90'
L19	S88°03'52"W	62.01'
L20	N01°56'08"W	6.00'
L21	N88°03'52"E	62.01'
L22	N86°01'47"E	110.01'
L23	N88°03'52"E	430.44'
L24	S01°56'08"E	2.00'
L25	N88°03'52"E	5.52'
L26	N72°28'29"E	3.52'
L27	S16°45'29"W	0.50'
(RADIAL)		
L28	S07°24'42"E	6.00'
L29	S88°05'46"W	150.14'
L30	N88°03'52"E	68.08'

CURVE TABLE			
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH
C1	28.00'	88°16'12"	43.14'
C2	1.50'	90°00'00"	2.36'
C3	14.50'	69°15'56"	17.53'
C4	1.68'	90°00'00"	2.64'
C5	1289.00'	2°02'05"	45.78'
C6	1283.00'	2°02'05"	45.57'
C7	74.86'	5°28'34"	7.16'
C8	74.86'	17°23'20"	22.72'
C9	14.33'	26°06'10"	6.53'
C10	98.83'	8°32'51"	14.74'
C11	19.33'	41°53'54"	14.14'
C12	22.50'	24°35'59"	9.66'
C13	23.00'	43°04'26"	17.29'
C14	80.86'	18°54'14"	26.68'
C15	15.00'	93°15'15"	24.41'
C16	88.86'	24°22'49"	37.81'
C17	1275.00'	1°07'57"	25.20'

### SURVEYOR'S NOTES:

1. Reproductions of this Sketch are not valid without the signature and the original seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings shown hereon are relative to the plat, KIMBERLY PLAT, based on the south line of Tract "A" having a bearing of S88°05'46"W.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. The purpose of this Utility Easement is to encompass both above ground and underground communication utilities. This easement was create by the surveyor based on above ground evidence of such utilities and based on direction from the client, without the benefit of as-builts.
7. Abbreviation Legend: B.C.R. = Broward County Records; Δ = Central Angle; F.B. = Field Book; F.D.O.T. = Florida Department of Transportation; L = Arc Length; L.B. = Licensed Business; N/A = Not Applicable; P.B. = Plat Book; P.B.C.R. = Palm Beach County Records; PG. = Page; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement; P.S.M. = Professional Surveyor & Mapper; R = Radius; R/W = Right-of-Way.

### REVISIONS

REVISED PER CITY COMMENTS 03/17/2025 (M.M.K.)



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JOB #: **7531-45**

SCALE: N/A

DATE: 03/03/2025

BY: M.M.K.

CHECKED: CAM #25-0077

F.B. Exhibit N/A

Page 20 of 47 OF 7

**Exhibit B**

**Amendment Number Twenty-One (21) to Florida Department of Transportation District  
Four (4) Landscape Inclusive Maintenance Memorandum of Agreement**

COUNTY: BROWARD  
SECTION: 86180000  
STATE ROAD: A1A  
PERMIT: 2024-L-491-00011

**AMENDMENT NUMBER TWENTY- ONE (21) TO  
FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT FOUR (4)  
LANDSCAPE INCLUSIVE MAINTENANCE MEMORANDUM OF AGREEMENT**

Docusign Envelope ID: 036CD3C1-417A-4B40-B1A6-47802EAF08FE

**THIS AMENDMENT** Number Twenty-One (21) to the Agreement dated January 31, 2008, was made and entered into this 5 day of June 20 25 by and between the **DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, 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 Memorandum of Agreement (Original Agreement) dated January 31, 2008, for the purpose of the AGENCY maintaining landscape and hardscape improvements on **State Road A1A (SE 17<sup>th</sup> Street)**; and,

**WHEREAS**, the DEPARTMENT and the AGENCY agree to amend the Original Agreement for the purpose of adding additional landscape improvements ("Additional Improvements") to be installed by permission **State Road A1A** in accordance with the above referenced Original Agreement; and, in after called the DEPARTMENT, and the **CITY OF FORT LAUDERDALE**, a municipal corporation of the State of Florida, hereinafter called the AGENCY by Resolution No. 25-68 dated 4/15/25 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:

1. Pursuant to section one (1) of Amendment Eleven (11) to the Original Agreement, the AGENCY has agreed to allow an Adjacent Property Owner to construct Additional Improvements or to the modify an improvement located as indicated in **Exhibit "A"** on SR A1A from **M.P. 1.233 to M.P. 1.492**.
2. The Additional Improvements shall be installed according to the plans attached to this as **Exhibit "B"** and incorporated into the Original Agreement. This Agreement and authorized its officers to do so; and,
3. The AGENCY agrees to maintain the Additional Improvements in accordance with Part I of **Exhibit "C"** Maintenance Plan for Landscape Improvements, of the Original Agreement, and in parties compliance with:

**PART II: SPECIFIC PROJECT SITE MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS**

COUNTY: BROWARD  
SECTION: 86050000  
STATE RD: A1A (SE 17<sup>th</sup> Street)  
PERMIT: 2024-L-491-00011

- *Conocarpus erectus* (Green Buttonwood) to be maintained at 8' min. clear trunk.
  - *Brachychiton acerifolius* (Flame Tree) to be maintained at 8' min. clear trunk.
  - *Caesalpinia granadillo* (Bridal Veil Tree) to be maintained at 8' min. clear trunk.
  - *Jacaranda mimosifolia* (Jacaranda) to be maintained at 8' min. clear trunk.
  - *Peltophorum dubium* (Yellow Poinciana) to be maintained at 8' min. clear trunk.
2. Remove suckering growth from base and clear trunk areas for single and multi-trunked trees on an annual basis, Green Buttonwood, Bridal Veil, Flame Tree, Jacaranda, and Yellow Poinciana on a as needed to maintain clear site.
  3. 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 on a schedule adhering to city ordinances.
  4. 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.
  5. Maintain the vertical height and spread of:
    - *Clusia rosea* trimmed to maintain visibility and shaped to a standard shrub form with a clear 4' trunk. Height not to exceed 8'. Spread not to exceed 5'.
    - *Guaiacum sanctum* trimmed to maintain visibility and shaped to a standard shrub form with a clear 4' trunk. Height not to exceed 8'. Spread not to exceed 5'.
    - *Myrcianthes fragrans* trimmed to maintain visibility and shaped to a standard shrub form with a clear 4' trunk. Height not to exceed 8'. Spread not to exceed 5'.
    - *Tabebuia bahamensis* trimmed to maintain visibility and shaped to a standard shrub form with a clear 4' trunk. Height not to exceed 8'. Spread not to exceed 5'.
    - *Rhapis excelsa* to its natural form and growth pattern. Height not to exceed 72". Spread not to exceed 60".
    - *Serenoa repens* ~~silver~~ to its natural form and growth pattern. Height not to exceed 36" and spread not to exceed 24".
    - *Strelitzia nicolai* to its natural form and growth pattern. Height not to exceed 60". spread not to exceed 48".
    - *Ficus macrocarpa* ~~green island~~ to its natural form full to ground. Height not to exceed 24".
    - *Hymenocallis latifolia* to its natural form full to ground. Height not to exceed 18".
    - *Liriope muscari* to its natural form and growth pattern. Height not to exceed 18".
    - *Nephrolepis exaltata* to its natural form and growth pattern. Height not to exceed 15".
    - *Zamia pumila* to its natural form and growth pattern. Height not to exceed 24".
  6. Inspect groundcovers and shrubs on a quarterly basis for maintaining full ground coverage.

COUNTY: BROWARD  
SECTION: 86050000  
STATE RD: A1A (SE 17<sup>th</sup> Street)  
PERMIT: 2024-L-491-00011

7. Evaluate plant material monthly for pests, diseases, drought stress or general decline. If required, follow the integrated pest management program established by the Agency to ensure healthy plants.
8. Inspect the irrigation system performance monthly to ensure the system is providing 100% coverage, does not have sections of low pressure, heads and valves are clean and clear of debris and any damaged irrigation components (i.e., spray nozzles, spray heads, valve boxes, etc.) are repaired or replaced.

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

7. Evaluate plant material monthly for pests, diseases, drought stress or general decline. If required, follow the integrated pest management program established by the Agency to ensure healthy plants.

#### LIST OF EXHIBITS

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

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

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#### LIST OF EXHIBITS

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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.

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#### LIST OF EXHIBITS

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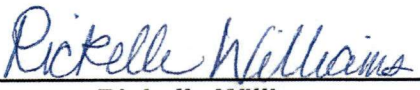
COUNTY: BROWARD  
SECTION: 86180000  
STATE ROAD: A1A  
PERMIT: 2024-L-491-00011

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


CITY OF FORT LAUDERDALE

By:   
Dean J. Trantalis,  
Mayor

22 day of May, 2025

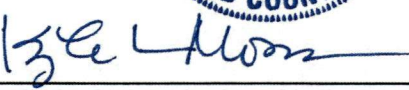
By:   
Rickelle Williams  
City Manager

ATTEST:

By:   
David R. Solomon  
City Clerk

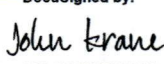
(SEAL)

Approved as to form and correctness  
D'Wayne M. Spence,  Attorney

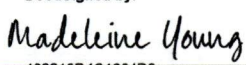
By:   
Kimberly Cunningham Mosley  
Assistant City Attorney



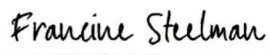
STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

DocuSigned by:  
By:   
A534C9FDF7984A5...  
John P. Krane, P.E.  
Director of Transportation Development

06/05/2025 | 5:37 PM EDT  
Date: \_\_\_\_\_

DocuSigned by:  
Attest:   
402219D4C1084D9...  
Alia Chanel (or designee, Madeline Young)  
Executive Secretary

(SEAL)

Signed by:  
Legal Review:   
43DE68B3D3BF484...  
Pamela G. Eidelberg (or designee)  
Assistant General Counsel, District 4

COUNTY: BROWARD  
SECTION: 86180000  
STATE ROAD: A1A  
PERMIT: 2024-L-491-00011

## EXHIBIT A

### MAINTENANCE LIMITS

#### I. 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 / 17<sup>th</sup> 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)

#### II. MAINTENANCE LIMITS FOR AMENDMENT #21:

##### Section Number 86180000 (A1A)

State Road A1A (Ocean Boulevard) from MP 1.233 to 1.492

M.P. 0.0000 (Seville Street) to M.P. 0.926 (Bahia Mar Hotel Entrance)

#### III. AMENDMENT #21 MAINTENANCE BOUNDARY MAP:

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

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

\*All limits of the Original Agreement and Amendments shall apply.

#### II. MAINTENANCE LIMITS FOR AMENDMENT #21:

##### Section Number 86180000 (A1A)

State Road A1A (Ocean Boulevard) from MP 1.233 to 1.492

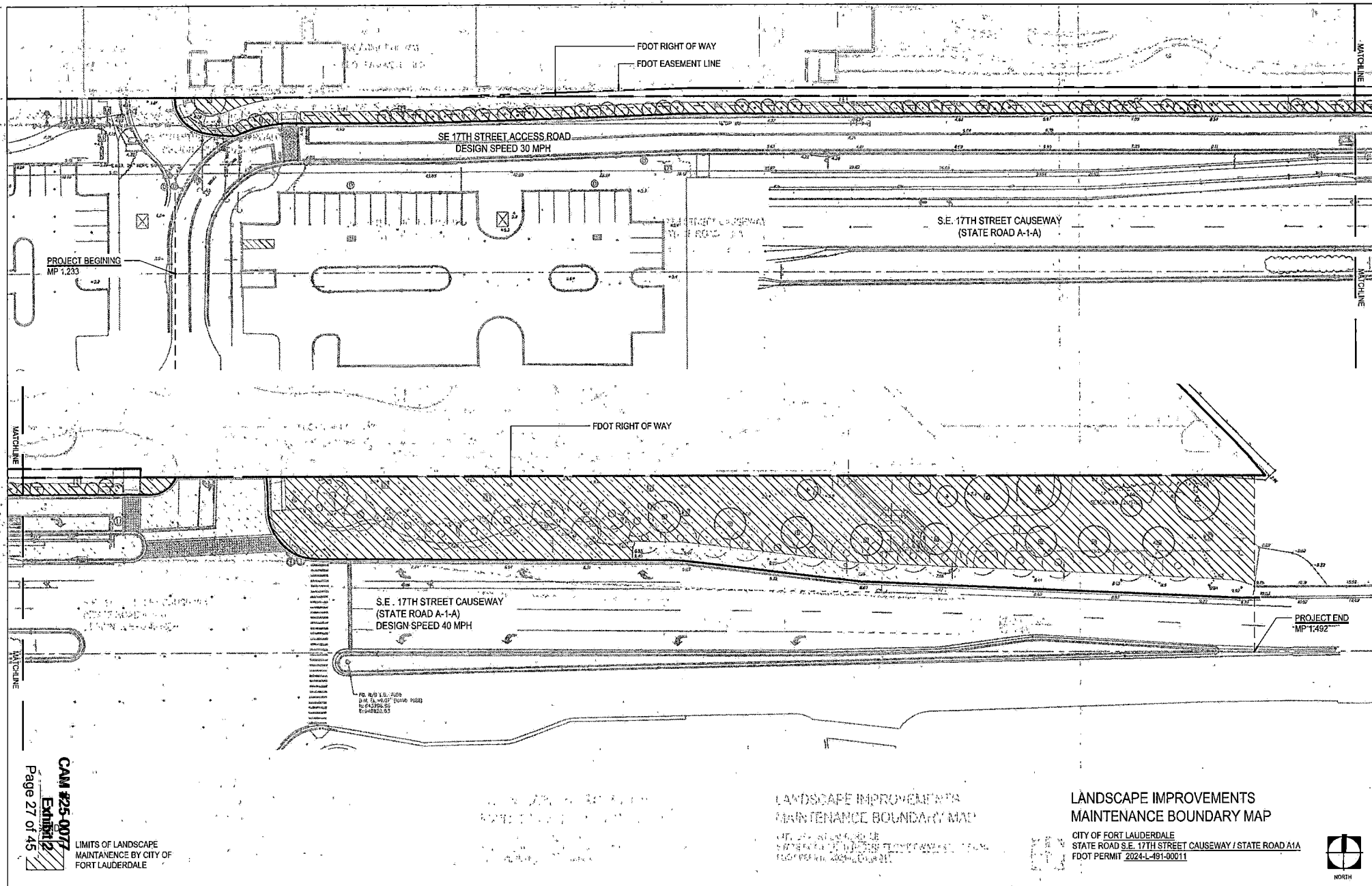
M.P. 0.0000 (Seville Street) to M.P. 0.926 (Bahia Mar Hotel Entrance)

#### III. AMENDMENT #21 MAINTENANCE BOUNDARY MAP:

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

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

\*All limits of the Original Agreement and Amendments shall apply.



COUNTY: BROWARD  
SECTION: 86180000  
STATE ROAD: A1A  
PERMIT: 2024-L-491-00011

EXHIBIT B

LANDSCAPE IMPROVEMENT PLANS

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

Please see attached plans prepared by: Jeffrey Suiter, PLA  
EDSA

Date: October 14, 2024

EXHIBIT B

LANDSCAPE IMPROVEMENT PLANS

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

Please see attached plans prepared by: Jeffrey Suiter, PLA  
EDSA

Date: October 14, 2024

EXHIBIT B

LANDSCAPE IMPROVEMENT PLANS

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Please see attached plans prepared by: Jeffrey Suiter, PLA  
EDSA

Date: October 14, 2024

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Please see attached plans prepared by: Jeffrey Suiter, PLA  
EDSA

Date: October 14, 2024

EXHIBIT B

LANDSCAPE IMPROVEMENT PLANS

# PIER 66 HOTEL & MARINA

FORT LAUDERDALE, FL. 33316

FDOT PERMIT 2024-L-491-00011

JULY 31, 2024

REVISION 2 - OCTOBER 14, 2024

STATE ROAD A1A  
2301 SE 17th STREET  
FORT LAUDERDALE, FL. 33316  
SR A1A DESIGN SPEED = 40 MPH AND  
17TH STREET RAMP ACCESS ROAD  
DESIGN SPEED = 30 MPH



LOCATION MAP

## SHEET INDEX

- L1.01 TREE DISPOSITION PLAN
- L1.02 TREE DISPOSITION PLAN
- L1.03 TREE DISPOSITION PLAN
- L1.04 TREE DISPOSITION LIST
- L3.00 HARDSCAPE SCHEDULE
- L3.01 SITE PLAN
- L3.02 SITE PLAN
- L3.03 SITE PLAN
- L4.01 HARDSCAPE DETAILS
- L5.00 LANDSCAPE SCHEDULE
- L5.01 PLANTING PLAN
- L5.02 PLANTING PLAN
- L5.03 PLANTING PLAN
- L6.00 LANDSCAPE NOTES
- L6.01 LANDSCAPE DETAILS
- L6.02 LANDSCAPE DETAILS

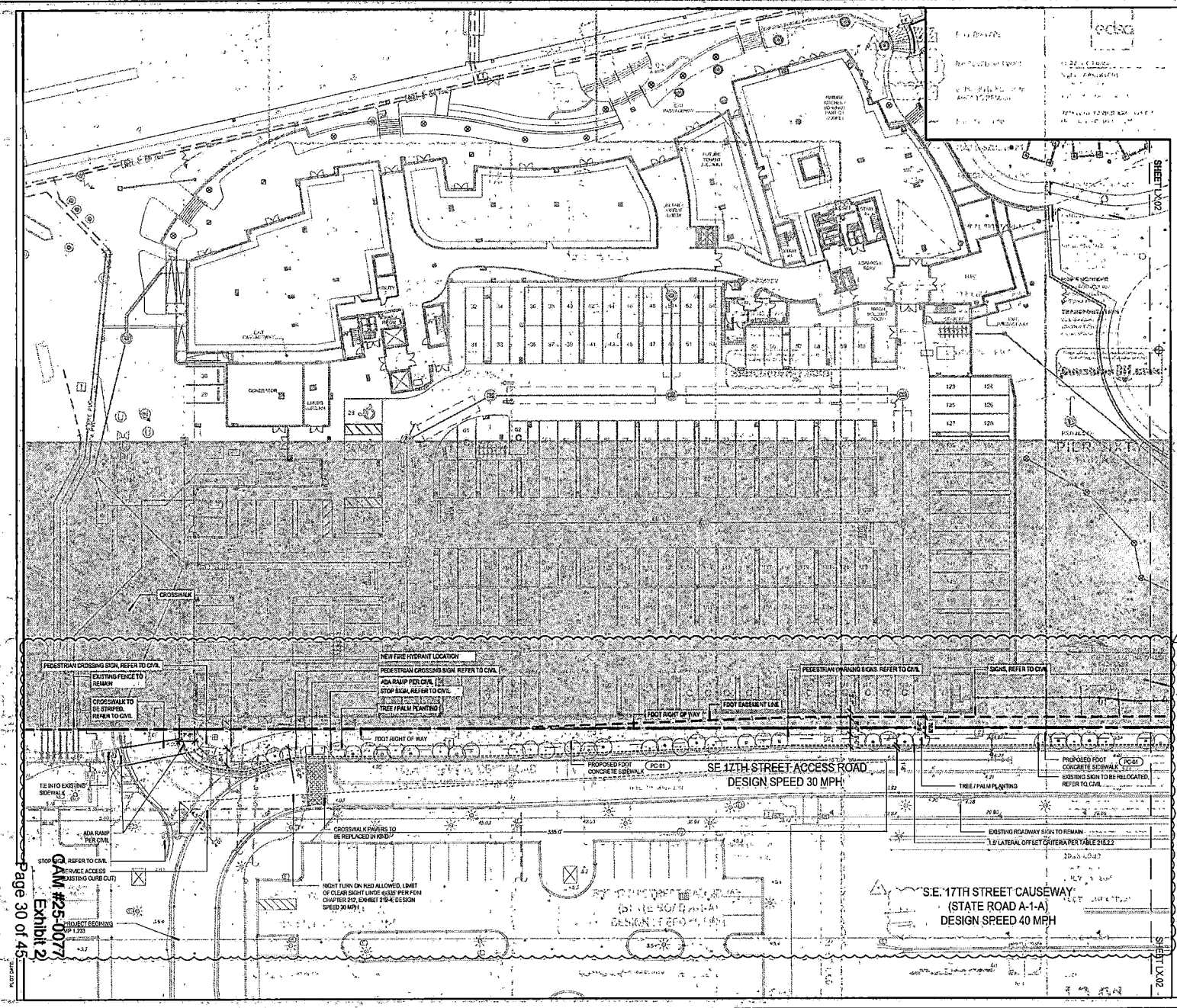
Tree Disposition  
removed from  
plan.



## CONSULTANTS

PLANNING  
LANDSCAPE ARCHITECTURE  
URBAN DESIGN  
**edsa**  
1512 E. BROWARD BOULEVARD, SUITE 110  
FORT LAUDERDALE, FLORIDA 33301 USA  
TEL: 954.524.3138/0000001



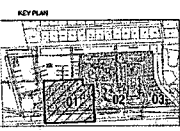


- PLANTING AREA
- IMPROVED SIDEWALK
- EXISTING LANDSCAPE AREA TO REMAIN
- PROPERTY LINE
- PDOT EASEMENT LINE
- DIRECTIONAL ARROWS
- TYPICAL SIGHT TRIANGLE
- VEHICULAR RESERVOR SPACE (per current SEC. 47(2)(b))
- STACKING SPACE

**PROJECT TEAM:**  
**HOTEL ARCHITECT**  
HGA ARCHITECTS, INC.  
300 EAST BROWARD STREET, SUITE 400  
ORLANDO, FL 32801  
**EXISTING TOWER ARCHITECT / HOTEL INTERIOR DESIGN**  
CHARTER DESIGN INC. + G2 ARCHITECTS, PC  
210 MARKET STREET  
PHILADELPHIA, PA 19103  
**CONDOMINIUM VILLA ARCHITECT**  
GARCIA STROMBERG GSA STUDIOS  
2385 VISTA PARKWAY SUITE 10  
WEST PALM BEACH, FL 33411  
**RESIDENCE ARCHITECT**  
edsa  
815 N. BOWMAN BLVD., SUITE 110  
P.O. BOX 10000, FL 32811  
**LANDSCAPE ARCHITECT**  
edsa  
1515 EAST BROWARD BLVD., SUITE 110  
P.O. BOX 10000, FL 32811  
**CIVIL ENGINEER**  
FLYNN ENGINEERING SERVICES, PA  
241 COMMERCIAL BLVD.  
LAUDERDALE BY THE SEA, FL 33308  
**MVP ENGINEER**  
SWAN SERVICES INC.  
200 WEST PALM LANE  
NAPLES, FL 34102  
**VEHICLE ELEVATION**  
DEWINTER, INC.  
1024 NW 11TH COURT  
CORAL GABLES, FL 33134

**PROJECT:**  
**PIER SIXTY-SIX  
HOTEL & MARINA**

**OWNER:**  
PIONEER DEVELOPMENT COMPANY  
6800 TAMM LANE, SUITE 200  
ORLANDO, FL 32817



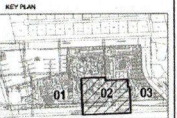
REVISION	DESCRIPTION	DATE
1	Revised to include all changes	07/31/2024

PROJECT #  
20980.000  
SUBMITTAL DATE  
JULY 31, 2024  
DATE  
FDOT - SUBMITTAL  
SHEET TITLE  
SITE PLAN  
SHEET NO.  
**L3.01**

FDOT LANDSCAPE PERMIT  
NUMBER 2024-L-491-00011

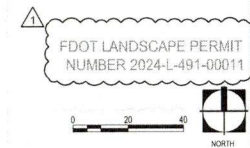
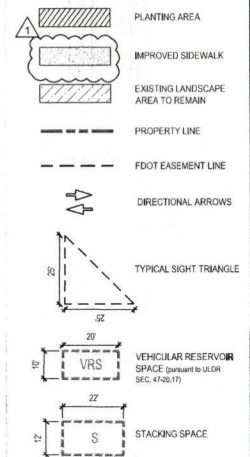


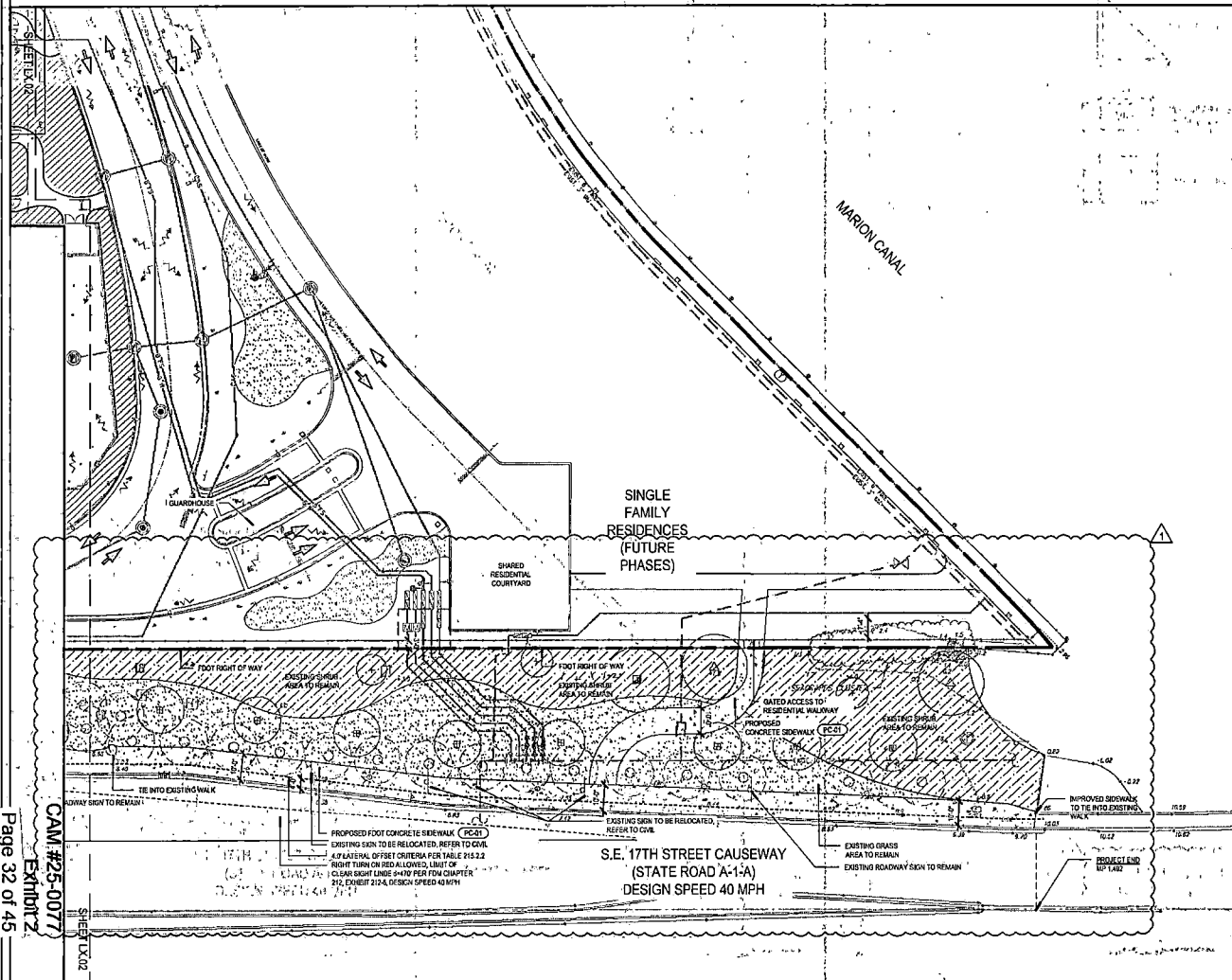
**OWNER**  
TAYSTOCK DEVELOPMENT COMPANY  
8902 TAYSTOCK LAKES BLVD., SUITE 200  
ORLANDO, FL 32827

[illegible]

20960.000  
SUBMITTAL DATE  
**JULY 31, 2024**  
ISSUE  
**FDOT - SUBMITTAL**  
SHEET TITLE  
**SITE PLAN**

### L3.02





- PLANTING AREA
- IMPROVED SIDEWALK
- EXISTING LANDSCAPE AREA TO REMAIN
- PROPERTY LINE
- FOOT EASEMENT LINE
- DIRECTIONAL ARROWS
- TYPICAL SIGHT TRIANGLE
- VEHICULAR RESERVOIR SPACE (CONFORMS TO UDOT SEC. 4736.17)
- STACKING SPACE

**edsa**

**PROJECT TEAM:**

**HOTEL ARCHITECT**  
H&S ARCHITECTS, INC.  
844 N. 11TH ST.  
738 EAST BROWARD BLVD., SUITE 405  
OAKLAND, FL 33067

**EXISTING TOWER ARCHITECT / HOTEL INTERIOR DESIGN**  
DUNOFF DESIGN INC. & DUNOFF ARCHITECTS, P.C.  
2017 MARKET STREET  
PHILADELPHIA, PA 19103

**CONCRETE & VILLA ARCHITECT**  
DUNOFF ARCHITECTS (DUNOFF) 2017 MARKET STREET  
PHILADELPHIA, PA 19103

**RESIDENCE ARCHITECT**  
P&L REAL ESTATE GROUP  
815 N. FORT MEADE AVE.  
WINTER PARK, FL 32789

**LANDSCAPE ARCHITECT**  
EDSA  
1815 EAST BROWARD BLVD., SUITE 405  
OAKLAND, FL 33067

**CIVIL ENGINEER**  
FLYNN ENGINEERING SERVICES, P.A.  
241 COMMERCIAL BLVD.  
LAUDERDALE BY THE SEA, FL 33088

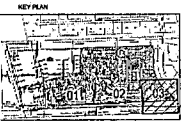
**MEP ENGINEER**  
EDSA  
1815 EAST BROWARD BLVD., SUITE 405  
OAKLAND, FL 33067

**TRASH PREVENTATION**  
DC ENGINEERS, INC.  
12742 NW 13TH COURT  
CORAL SPRING, FL 33067

**SunshineFL.com**

**PROJECT:**  
**PIER SIXTY-SIX**  
**HOTEL & MARINA**

**OWNER:**  
TAMPA BAY DEVELOPMENT COMPANY  
8800 TAMPA LAKES BLVD., SUITE 800  
OAKLAND, FL 33067



**REVISION**

NO.	DATE	DESCRIPTION
1	07/31/2024	ISSUED FOR PERMIT

**PROJECT #**  
20960.000

**SUBMITTAL DATE**  
JULY 31, 2024

**ISSUE**  
FOOT - SUBMITTAL

**SHEET TITLE**  
SITE PLAN

**SHEET NO.**  
**L3.03**

**FOOT LANDSCAPE PERMIT**  
NUMBER 2024-L-491-00011

**Scale:** 0 20 40

**North Arrow:** NORTH

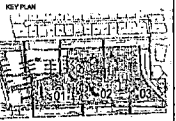


**PROJECT TEAM:**  
**HOTEL ARCHITECT**  
H&S ARCHITECTS, P.C.  
844 FORTUNE  
275 EAST ROBINSON STREET, SUITE 405  
ORLANDO, FL 32801  
**EXISTING TOWER ARCHITECT /**  
**HOTEL INTERIOR DESIGN**  
DANFORTH DESIGN + DESIGN ARCHITECTS, P.C.  
3121 MARKET STREET  
PHILADELPHIA, PA 19103  
**CONDO & VILLA ARCHITECT**  
GARCIA STROWBERRY | GSA STUDIO  
228 N. 10TH AVENUE, SUITE 101  
WEST PALM BEACH, FL 33411  
**RESIDENCE ARCHITECT**  
PAC. K&M DESIGN GROUP  
875 W. PARKWAY AVE.  
WINTER PARK, FL 32789  
**LANDSCAPE ARCHITECT**  
EDSA  
1510 EAST BROWARD BLVD., SUITE 110  
FT. LAUDERDALE, FL 33301  
**CIVIL ENGINEER**  
FLYNN ENGINEERING SERVICES, PA  
241 COMMERCIAL BLVD.  
LAUDERDALE BY THE SEA, FL 33308  
**M&P ENGINEER**  
EDMUNDS ENGINEER INC.  
2601 WESTHALL LANE  
WORTHLAND, FL 32751  
**TRANSPORTATION**  
DC ENGINEERS, P.C.  
12145 NW 13TH COURT  
CORAL SPRING, FL 33067



**PROJECT:**  
**PIER SIXTY-SIX**  
HOTEL & MARINA

**OWNER:**  
HARBORCREEK DEVELOPMENT COMPANY  
1805 TAYLOR LANE, SUITE 200  
ORLANDO, FL 32801



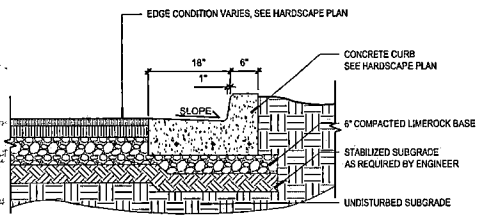
REVISION	NO.	DESCRIPTION	DATE
1	Revised by: G. Smith	08/05/24	

**PROJECT #**  
20960.000  
**SUBMITTAL DATE**  
JULY 31, 2024  
**ISSUE**  
FDOT - SUBMITTAL

**SHEET TITLE**  
LANDSCAPE  
DETAILS

**SHEET NO.**  
**L4.01**

FDOT LANDSCAPE PERMIT  
NUMBER 2024-L-491-00011



**1 CONCRETE 'F' CURB**  
SCALE - 1"=1'-0"

**NOTES:**  
1. SEE ENGINEERS DRAWINGS FOR  
REINFORCEMENT REQUIREMENTS

# FDOT PLANTING SCHEDULE

CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	SIZE	SPACING	REMARKS
BR	4	Brachycephalus acerifolius	Flame Tree	100 Gal	30" HT x 4" SPR	6'	Minimum clear trunk
CS	1	Casipoua grandifolia	Hawaiian Tree	100 Gal	12" HT x 6" SPR	4'	Single Shrub Tree Specimen Form, 6' Minimum clear trunk
CE	8	Coccoloba cordata	Bumwood	100 Gal	18" HT x 6" SPR	4'-6"	Standard, 6' Minimum clear trunk
JM	1	Jacaranda imbricaria	Jacaranda	60 Gal	14" HT x 5" SPR	5'	Standard, 6' Minimum clear trunk
PP	2	Platyphedon dubium	Yellow Poinciana	100 Gal	18" HT x 6" SPR	6'	Standard, 6' Minimum clear trunk

CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	SIZE	SPACING	REMARKS
CR	10	Clusia rosea	Pitch Apple	Standard	8" HT x 6" SPR	2'	Standard, Single Shrub Tree, 4' C.T.
GS	6	Gouania grandifolia	Slender Vine	Standard	8" HT x 6" SPR	2'	Standard, Single Shrub Tree, 4' C.T.
MF	20	Melicope grandifolia	Slender Vine	Standard	8" HT x 6" SPR	2'	Standard, Single Shrub Tree, 4' C.T.
TD	14	Tournefortia bahamensis	White Tabebuia	Standard	8" HT x 6" SPR	2'	Standard, Single Shrub Tree, 4' C.T.

(NOTE: TREES AND SHRUBS STANDARD FORM TO BE MAINTAINED TO MEET THE REQUIREMENTS OF THE FDOT MAINTENANCE RATING PROGRAM (MRP) STANDARDS.

KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	REMARKS
SEB-2	9	Sesuvium portulacastrum	Silver	30" HT x 24" SPR	per plan	
STN	15	Stenandrium rotundifolium	Glenn Bird of Paradise	5 gal	per plan	

KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	REMARKS
FM	700	Ficus microcarpa	Green Island	24" HT x 18" SPR	18" o.c.	
HYM	400	Hymenocallis latifolia	Spider Lily	18" o.c.	24" o.c.	
LM	110	Linum catharticum	Emerald Goddess Lily Turf	24" HT x 18" SPR	30" o.c.	
NEE	70	Nepenthes exaltata	Booby Fern	15" HT x 12" SPR	18" o.c.	
ZAM	200	Zamia pumila	Coconut Cane	24" HT x 24" SPR	24" o.c.	

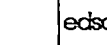
## FDOT GENERAL NOTES

- GOVERNING STANDARD PLANS:  
Florida Department of Transportation, FY 2024-25 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs) are available at the following website: <https://www.fdot.gov/design/standardplans>
- GOVERNING STANDARD SPECIFICATIONS:  
Florida Department of Transportation, FY 2024-25 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.
- 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 ARCHITECT.
- OWNERSHIP OF ALL SUITABLE EXCAVATED MATERIALS, AS DETERMINED BY THE DEPARTMENT, SHALL REMAIN WITH 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 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: [SECTION 580 \(fdot.com/windows.net\)](https://www.fdot.com/windows.net)
- For the portion of landscape plant material that will be installed within the FDOT Right of Way refer to the FDOT Standard Plans Index 580-001 Landscape Installation.  
Online Reference: [580-001.pdf \(fdot.com/windows.net\)](https://www.fdot.com/windows.net)
- CYPRESS MULCH IS NOT PERMITTED ON FDOT 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.
- SODDED AREAS WILL BE IN ACCORDANCE WITH STANDARD PLANS INDEX 570-010 AND STANDARD SPECIFICATIONS SECTIONS 162, 570, 981, 982, 983, 987 OF THE DEPARTMENT'S LATEST EDITION OF GOVERNING DESIGN STANDARDS AND STANDARD SPECIFICATIONS. ALL DISTURBED AREAS WILL BE SODDED WITHIN ONE (1) WEEK OF INSTALLATION OF SAID PERMITTED WORK.

PIER SIXTY-SIX



**PROJECT TEAM:**  
HOTEL ARCHITECT  
HKS ARCHITECTS, INC.  
3000 AVENUE  
210 EAST KIRKWOOD STREET, SUITE 400  
ORLANDO, FL 32817  
EXISTING TOWER ARCHITECT /  
HOTEL INTERIOR DESIGN  
DAVID DESIGN INC. / DDA ARCHITECTS, PC  
210 MARKET STREET  
PHILADELPHIA, PA 19106  
CONCRETE & VILLA ARCHITECT  
DANIEL STROUDER / DDA ARCHITECTS  
2300 VISTA PARKWAY SUITE 10  
WEST PALM BEACH, FL 33411  
RESIDENCE ARCHITECT  
PACIFIC DESIGN GROUP  
8700 FARMHOUSE AVE.  
WINTER PARK, FL 32789  
LANDSCAPE ARCHITECT  
EDSA  
1500 EAST GORHAM BLVD., SUITE 110  
FT. LAUDERDALE, FL 33301  
CIVIL ENGINEER  
FLORIDA ENGINEERING SERVICES, PA  
210 CORNWALL BLVD.  
LAUDERDALE BEACH, FL 33308  
MEP ENGINEER  
EDSA SERVICES INC.  
2601 WESTLAK BLVD.  
NAPLERO, FL 37918  
TRANSPORTATION  
ENGINEERING, INC.  
1000 W. 10TH STREET  
CORAL SPRING, FL 32701

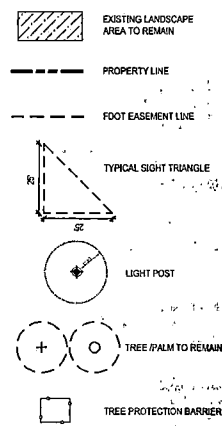
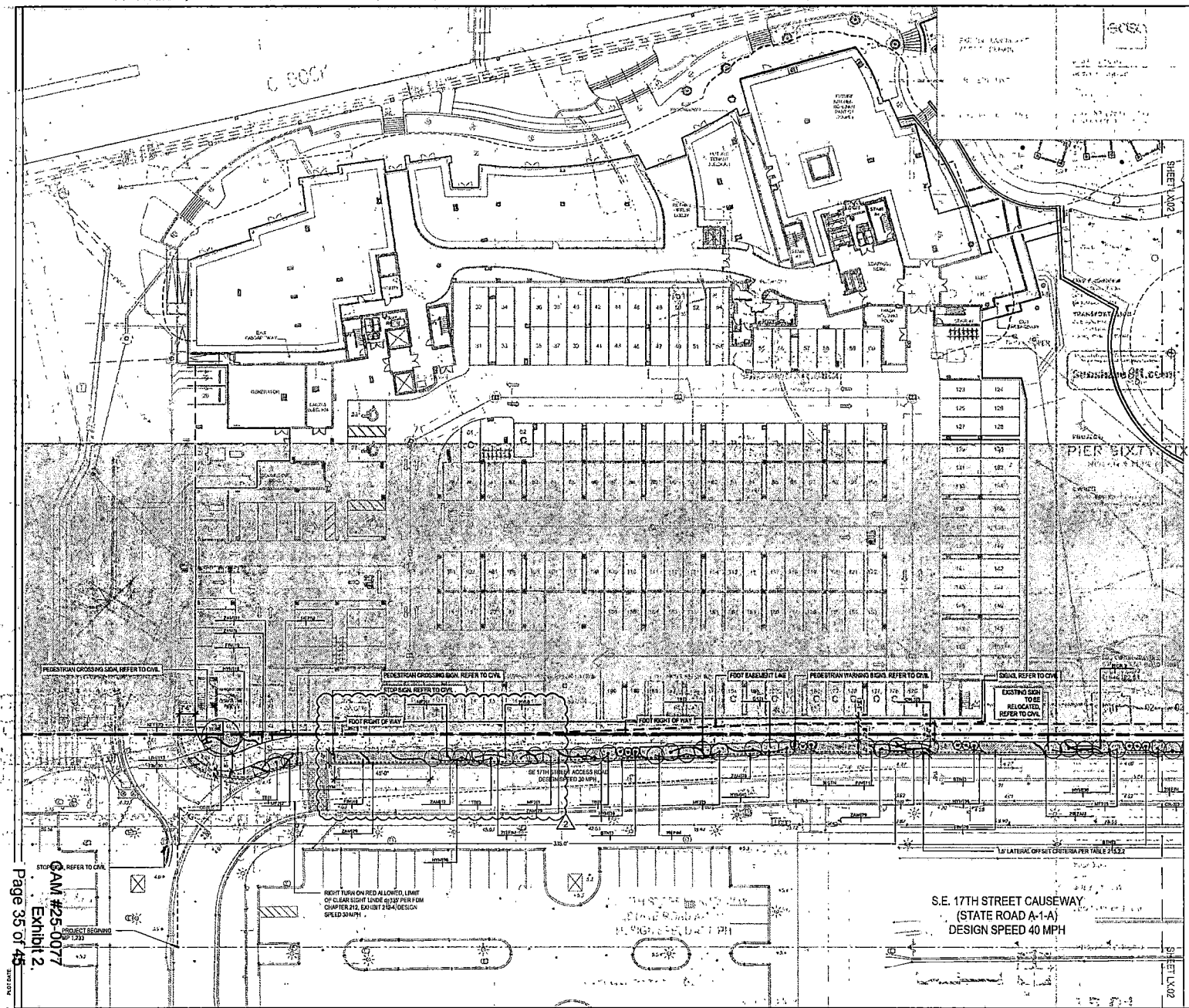


**PROJECT:**  
PIER SIXTY-SIX  
HOTEL & MARINA

**OWNER:**  
INVESTMENT DEVELOPMENT COMPANY  
600 TAYLOR LAKES BLVD., SUITE 200  
ORLANDO, FL 32817

**REVISION:**  
NO. 18 05/01/2024 DATE:  
1. Addendum to Contract 05/01/2024  
2. Addendum to Contract 05/01/2024  
  
**PROJECT #**  
20060.000  
**SUBMITAL DATE**  
JULY 31, 2024  
**ISSUE**  
FDOT - SUBMITTAL  
  
**SHEET TITLE**  
LANDSCAPE  
SCHEDULE  
  
**SHEET NO.**  
L5.00

FDOT LANDSCAPE PERMIT  
NUMBER 2024-L-491-00011



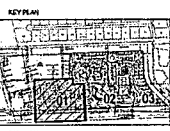
**edsa**

**PROJECT TEAM:**  
**HOTEL ARCHITECT:**  
 HPA ARCHITECTS, INC.  
 251 EAST ROBINSON STREET, SUITE 405  
 ORLANDO, FL 32801  
**EXISTING TOWER ARCHITECT / HOTEL INTERIOR DESIGN:**  
 DANNY DESIGN INC. / DCA ARCHITECTS, PC  
 3101 MARKET STREET  
 PHILADELPHIA, PA 19104  
**CONDO + VILLA ARCHITECT:**  
 GARCIA STRONG (G) GSA STUDIOS  
 3365 SOUTH POKANUK AVENUE, #1  
 WEST PALM BEACH, FL 33411  
**RESIDENCE ARCHITECT:**  
 PHIL KEARNEY GROUP  
 8120Y FARGUES AVENUE  
 WINTER PARK, FL 32789  
**LANDSCAPE ARCHITECT:**  
 EDSA  
 511 EAST BROWARD BLVD., SUITE 100  
 FT. LAUDERDALE, FL 33309  
**CIVIL ENGINEER:**  
 PLUM ENGINEERING SERVICES, PA  
 1141 COMMERCIAL BLVD.  
 LAUDERDALE BY THE SEA, FL 33308  
**MEP ENGINEER:**  
 EDWARDS ENGINEERING INC.  
 2061 WINDMILL LANE  
 LAUDERDALE, FL 33305  
**TRANSPORTATION:**  
 DC SURVEYS, INC.  
 1225 N.W. 17TH AVENUE  
 CORAL SPRING, FL 32937

**Sunshine 811.com**

**PROJECT:**  
**PIER SIXTY-SIX**  
**HOTEL & MARINA**

**OWNER:**  
 TAYLORSON DEVELOPMENT COMPANY  
 880 TAYLORSON LANE BLVD., SUITE 200  
 ORLANDO, FL 32837



REVISION	NO.	DESCRIPTION	DATE

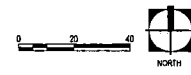
**PROJECT #**  
 20960.000

**SUBMITTAL DATE**  
 JULY 31, 2024

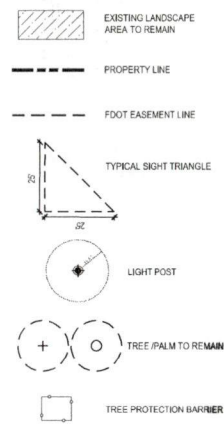
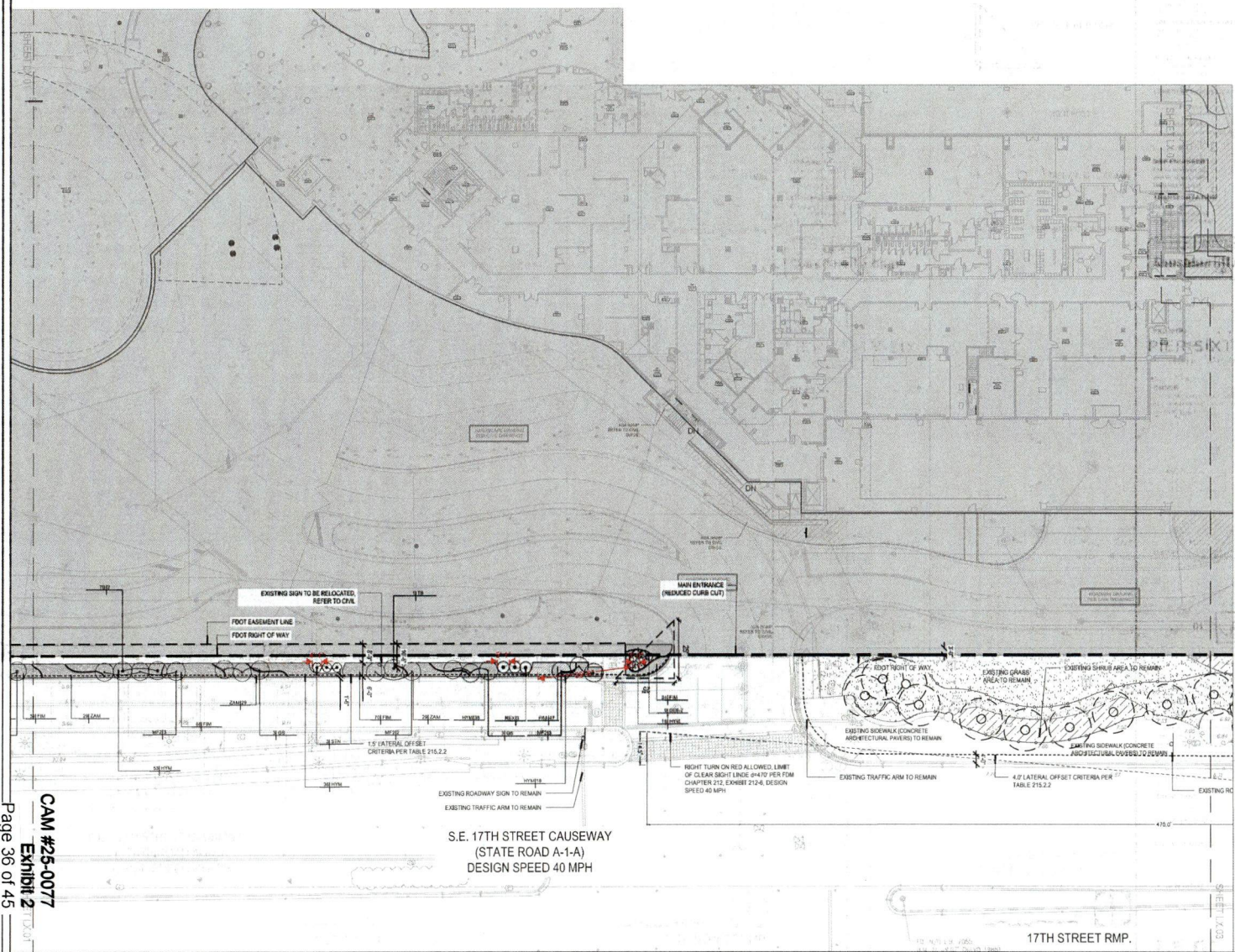
**ISSUE**  
**FOOT - SUBMITTAL**

**SHEET TITLE**  
**PLANTING PLAN**

**FOOT LANDSCAPE PERMIT**  
 NUMBER 2024-L-491-00011



**SHEET NO.**  
**L5.01**

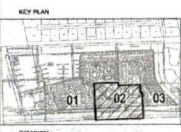


**PROJECT TEAM:**  
**HOTEL ARCHITECT**  
 H&A ARCHITECTS, INC.  
 404 FORD ST.  
 225 EAST ROBINSON STREET, SUITE 404  
 ORLANDO, FL 32801  
**EXISTING TOWER ARCHITECT / HOTEL INTERIOR DESIGN**  
 CANOPY DESIGN INC. - H&A ARCHITECTS, INC.  
 1721 MARKET STREET  
 PHILADELPHIA, PA 19103  
**CONDO + VILLA ARCHITECT**  
 GARCIA STRICKLAND | GSA STUDIOS  
 2380 VISTA PARKWAY SUITE 10  
 WEST PALM BEACH, FL 33411  
**RESIDENCE ARCHITECT**  
 PHIL KEAN DESIGN GROUP  
 912 W. FARMERS AVE.  
 WINTER PARK, FL 32789  
**LANDSCAPE ARCHITECT**  
 ECDA  
 1512 EAST BROWARD BLVD., SUITE 110  
 FT. LAUDERDALE, FL 33304  
**CIVIL ENGINEER**  
 FLYNN ENGINEERING SERVICES, PA  
 241 COMMERCIAL BLVD.  
 LAUDERDALE BY THE SEA, FL 33308  
**MEP ENGINEER**  
 K&H SERVICES INC.  
 2801 WESTWALK LANE  
 WAREHOUSING, FL 32789  
**TRANSPORTATION**  
 DC ENGINEERS, INC.  
 12125 NW 10TH COURT  
 CORAL SPRINGS, FL 33071



**PROJECT:**  
**PIER SIXTY-SIX**  
 HOTEL & MARINA

**OWNER**  
 TRANSFORM DEVELOPMENT COMPANY  
 8882 TAMERICK LAKES BLVD., SUITE 200  
 ORLANDO, FL 32817



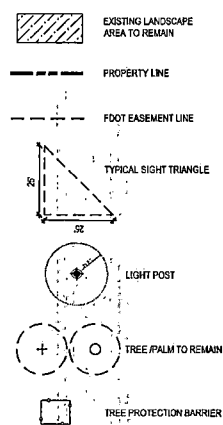
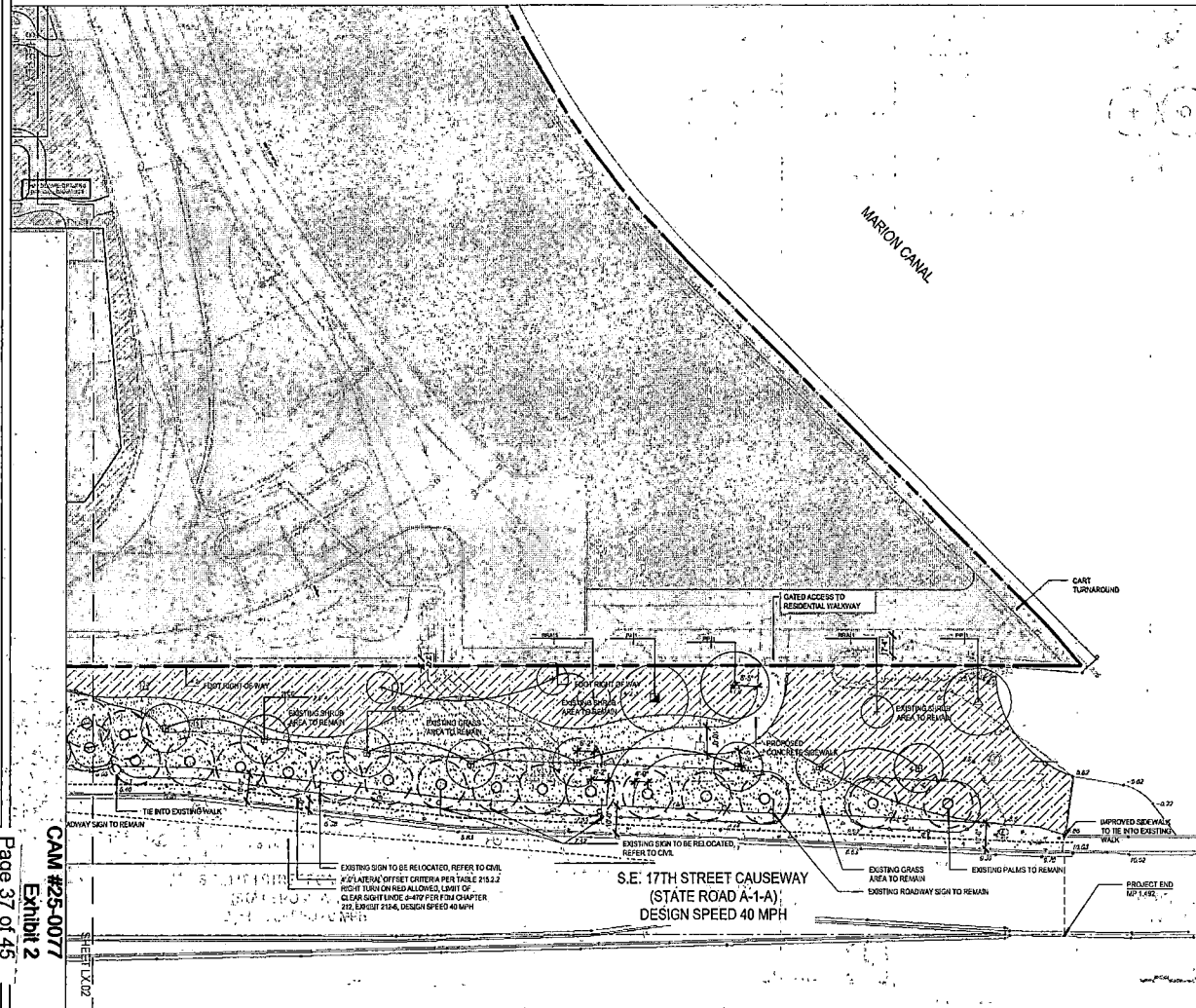
**REVISIONS**

NO.	DESCRIPTION	DATE
1	DESIGN & CONSTRUCTION	7/31/24
2	REVISIONS TO CIVIL	7/31/24
3	REVISIONS TO CIVIL	7/31/24
4	REVISIONS TO CIVIL	7/31/24
5	REVISIONS TO CIVIL	7/31/24
6	REVISIONS TO CIVIL	7/31/24
7	REVISIONS TO CIVIL	7/31/24
8	REVISIONS TO CIVIL	7/31/24
9	REVISIONS TO CIVIL	7/31/24
10	REVISIONS TO CIVIL	7/31/24

**PROJECT #**  
 20960.000  
**SUBMITTAL DATE**  
 JULY 31, 2024  
**ISSUE**  
 FDOT - SUBMITTAL  
**SHEET TITLE**  
 PLANTING PLAN  
**SHEET NO.**  
**L5.02**

FDOT LANDSCAPE PERMIT  
 NUMBER 2024-L-491-00011





**PROJECT TEAM:**

**HOTEL ARCHITECT**  
 H&A ARCHITECTS, INC.  
 804 FORTER  
 725 EAST ROBINSON STREET, SUITE 406  
 ORLANDO, FL 32817

**EXISTING TOWER ARCHITECT / HOTEL INTERIOR DESIGN**  
 GARDOFF DESIGN INC. - GDA ARCHITECTS, PC  
 701 HANCOCK STREET  
 PHILADELPHIA, PA 19103

**CONDO + VILLA ARCHITECT**  
 GARCIA STROMBERG (GSA) STUDIO  
 2388 VISTA PARKWAY SUITE 10  
 WEST PALM BEACH, FL 33411

**RESIDENCE ARCHITECT**  
 PHIL KEAY DESIGN GROUP  
 815 N. FORT MEADE AVE.  
 WINTER PARK, FL 32788

**LANDSCAPE ARCHITECT**  
 EDNA  
 1512 EAST WINDWARD BLVD., SUITE 110  
 PALM BEACH, FL 33480

**CIVIL ENGINEER**  
 FLYNN ENGINEERING & DESIGN, PA  
 241 COMMERCIAL BLVD.  
 LAUDERDALE BEACH, FL 33308

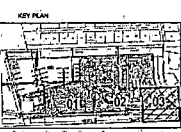
**MEP ENGINEER**  
 EDWARDS ENGINEERS INC  
 2601 WESTWALL LANE  
 BAYTOWN, FL 33411

**TRANSPORTATION**  
 DCS ENGINEERS, INC.  
 15703 NW 15TH COURT  
 CORAL SPRING, FL 33437



**PROJECT:**  
**PIER SIXTY-SIX**  
**HOTEL & MARINA**

**OWNER:**  
 TRANSITION RECREATION COMPANY  
 8800 TAYLOR LANE BLVD., SUITE 800  
 ORLANDO, FL 32817



**REVISIONS:**

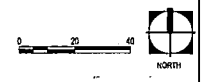
NO.	DATE	DESCRIPTION
1	2024-07-31	Revised to include 100% design
2	2024-07-31	Revised to include 100% design

**PROJECT #**  
 20960.000

**SUBMITTAL DATE**  
 JULY 31, 2024

**ISSUE**  
 FOOT - SUBMITTAL

**FOOT LANDSCAPE PERMIT**  
 NUMBER 2024-L-491-00011

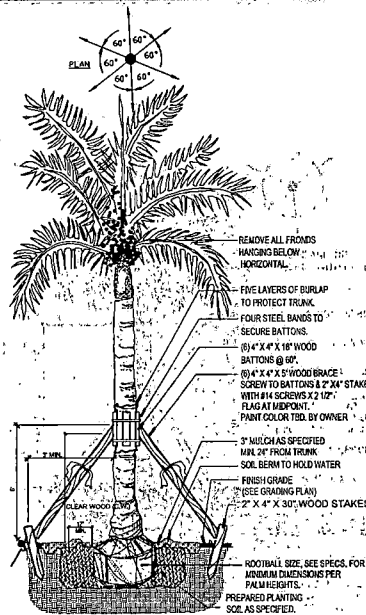


**SHEET TITLE**  
**PLANTING PLAN**

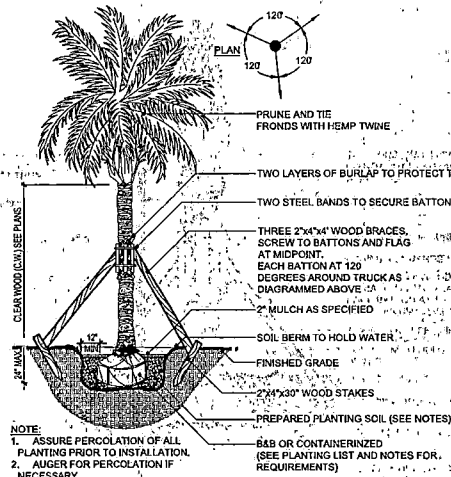
**SHEETING**  
**L5.03**



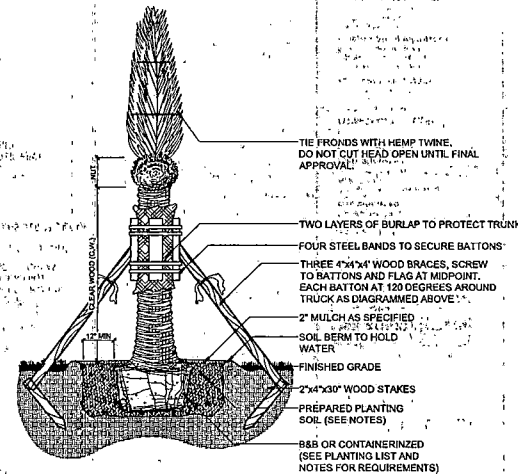
NOTES:  
1. FINAL TREE STAKING  
DETAILS AND  
PLACEMENT TO  
BE APPROVED  
BY LANDSCAPE  
ARCHITECT.  
2. CONTRACTOR  
SHALL ASSURE  
PERCOLATION OF  
ALL PLANTING PITS  
PRIOR TO  
INSTALLATION.



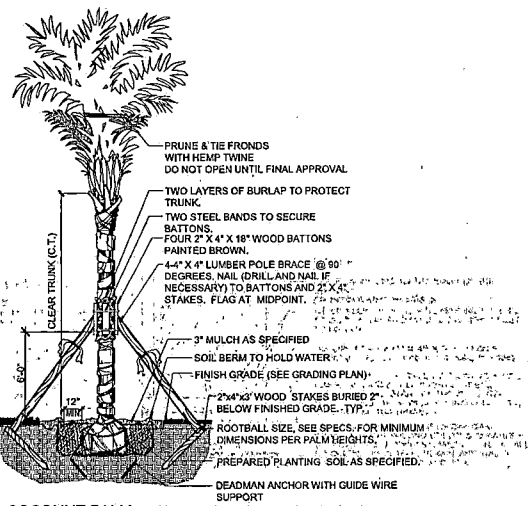
1 ROYAL PALM  
SECTION SCALE: 1/2"=1'-0"



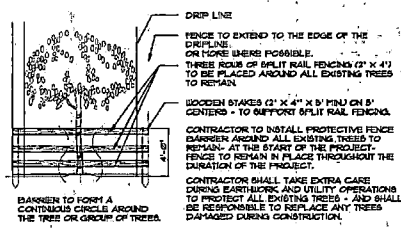
2 SMALL PALM  
SECTION SCALE: 3/4"=1'-0"



3 SPECIMEN PALM  
SECTION SCALE: 1/2"=1'-0"



COCONUT PALM  
SECTION SCALE: 1"-1'-0"



5 TREE PROTECTION DETAIL (CITY OF FT. LAUDERDALE)  
ELEVATION SCALE: N.T.S.

PROJECT TEAM  
HOTEL ARCHITECT  
HCA ARCHITECTS, INC.  
300 N. 10TH ST.  
ORLANDO, FL 32801  
EXISTING TOWER ARCHITECT /  
HOTEL INTERIOR DESIGN  
GANDY DESIGN INC. / DCA ARCHITECTS, PC  
210 MARKET STREET  
PHILADELPHIA, PA 19106  
CONDO & VILLA ARCHITECT  
GARCIA STUDIO (DCA STUDIOS)  
2363 VISTA PARKWAY SUITE 10  
WEST PALM BEACH, FL 33411  
RESIDENCE ARCHITECT  
PAC. LEAN DESIGN GROUP  
811 W. FORESTDALE AVE.  
WINTER PARK, FL 32789  
LANDSCAPE ARCHITECT  
TOSCA  
15112 EAST BROWARD BLVD., SUITE 110  
Ft. Lauderdale, FL 33309  
CIVIL ENGINEER  
FLYNN ENGINEERING SERVICES, PA  
244 COMMERCIAL BLVD.  
LAUDERDALE BY THE SEA, FL 33080  
MEP ENGINEER  
LSP DESIGN INC.  
2801 VESTHALL LANE J  
MAYLAND, FL 32951  
TRANSPORTATION  
OC ENGINEERS, INC.  
1204 NW 13TH COURT  
ORLANDO, FL 32807



PROJECT:  
PIER SIXTY-SIX  
HOTEL & MARINA

OWNER  
TOWER DEVELOPMENT COMPANY  
4800 TAYLOR LAKES BLVD., SUITE 200  
ORLANDO, FL 32827

KEY PLAN

REVISION NO.	DESCRIPTION	DATE
1	Revised as per comments	07/01/2024

PROJECT #  
20980-000  
SUBMITTAL DATE  
JULY 31, 2024  
ISSUE  
FDOT - SUBMITTAL

SHEET TITLE  
LANDSCAPE  
DETAILS

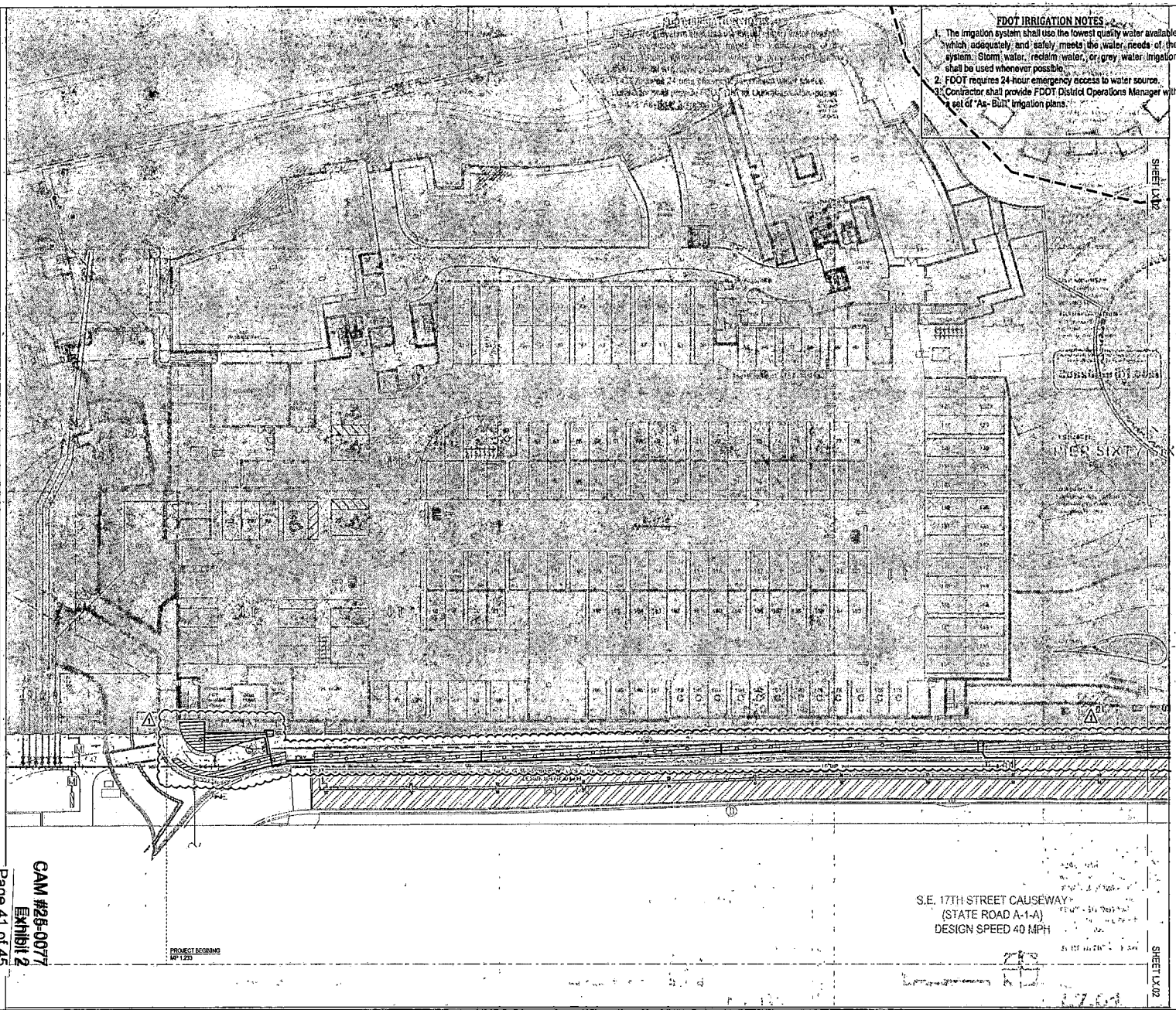
SHEET NO.

L6.01

FOOTLANDSCAPE PERMIT  
NUMBER 2024-L-491-00011

Exhibit 2  
CAM #25-0067  
Page 39 of 45





**FOOT IRRIGATION NOTES**

1. The irrigation system shall use the lowest quality water available which adequately and safely meets the water needs of the system. Storm water, reclaim water, or grey water irrigation shall be used whenever possible.
2. FOOT requires 24-hour emergency access to water source.
3. Contractor shall provide FOOT District Operations Manager with set of "As-Built" Irrigation plans.



**PROJECT TEAM:**

**HOTEL ARCHITECT**  
HSA ARCHITECTS, INC.  
ARCHITECTS  
225 EAST KENNEDY STREET, SUITE 405  
ORLANDO, FL 32801

**EXISTING TOWER ARCHITECT / HOTEL INTERIOR DESIGN**  
GARY DECOR INC. / GDC ARCHITECTS, INC.  
3501 MARKET STREET  
PHILADELPHIA, PA 19104

**CONDO + VILLA ARCHITECT**  
GARCIA STRONBERG / GSA STUDIO  
2361 WEST PARKWAY SUITE 100  
WEST PALM BEACH, FL 33411

**RESIDENCE ARCHITECT**  
PHE. REARNS BORN GROUP  
801 W. FARMINGTON AVE.  
WINTER PARK, FL 32789

**LANDSCAPE ARCHITECT**  
LEDA  
1513 EAST BROWARD BLVD., SUITE 110  
FT. LAUDERDALE, FL 33304

**CIVIL ENGINEER**  
FLWM ENGINEERING SERVICES, PA.  
241 COMMERCIAL BLVD.  
LAUDERDALE BY THE SEA, FL 33055

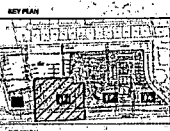
**MEP ENGINEER**  
COPAR SERVICES INC.  
2001 WESTHALL LANE  
MIAMI, FL 33155

**TRANSPORTATION**  
DC ENGINEERS, INC.  
3213 NW 15TH COURT  
CORAL SPRINGS, FL 33067



**PROJECT:**  
**PIER SIXTY-SIX**  
**HOTEL & MARINA**

**OWNER:**  
TAYSTOCK DEVELOPMENT COMPANY  
880 TAYSTOCK LANE BLVD., SUITE 200  
ORLANDO, FL 32837



REVISION	NO.	DESCRIPTION	DATE
FOOT PERMIT	1	FOOT PERMIT	2021.08.22
FOOT PERMIT	2	FOOT PERMIT	2021.08.22
FOOT PERMIT	3	FOOT PERMIT	2021.08.22
REVISION	1	REVISION	2021.08.22

**PROJECT #**  
20980.000

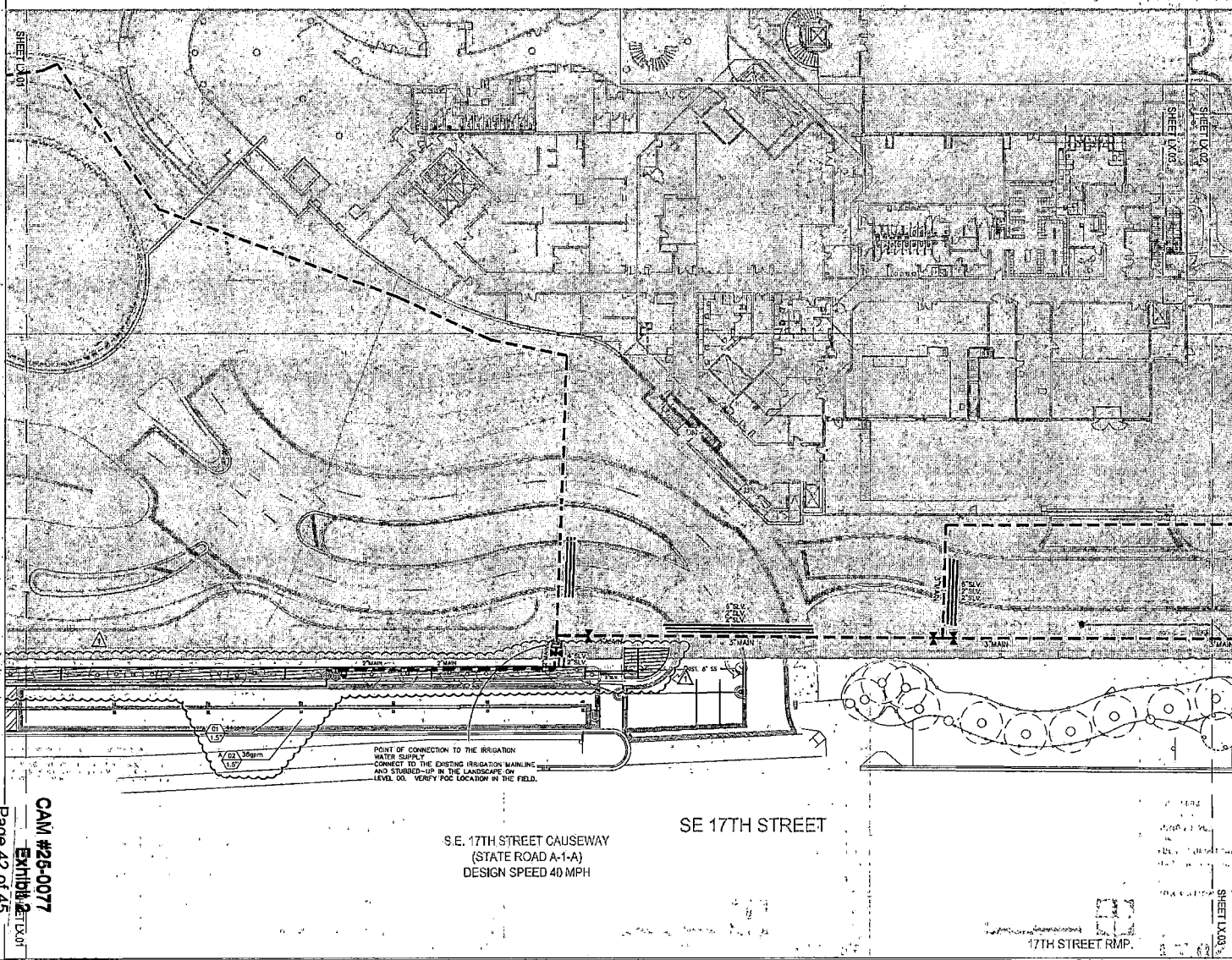
**SUBMITTAL DATE**  
JUNE 29, 2020

**DATE**  
JUNE 29, 2020

**FOOT - SUBMITTAL**  
FOOT LANDSCAPE PERMIT NUMBER  
2020-L-451-00000

**SHEET TITLE**  
**IRRIGATION PLAN**

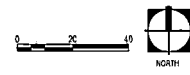
**SHEET NO.**  
**L7.01**



SE 17TH STREET CAUSEWAY  
(STATE ROAD A-1-A)  
DESIGN SPEED 40 MPH

SE 17TH STREET

17TH STREET RMP.



**PROJECT TEAM**

**HOTEL ARCHITECT**  
HKS ARCHITECTS, INC.  
300 EAST KENDALL AVENUE, SUITE 400  
ORLANDO, FL 32801

**EXISTING TOWER ARCHITECT / HOTEL INTERIOR DESIGN**  
GARY GORDON INC. / GORDON ARCHITECTS, PC  
211 MARKET STREET  
PHILADELPHIA, PA 19103

**CONDO & VILLA ARCHITECT**  
GARCIA STRONACH / GSA STUDIOS  
2365 VISTA PARKWAY SUITE 10  
WEST PALM BEACH, FL 33411

**RESIDENCE ARCHITECT**  
P.H. KAHN DESIGN GROUP  
1515 N. FURNACE AVE.  
WINTER PARK, FL 32789

**LANDSCAPE ARCHITECT**  
ES&J  
1515 EAST BROWARD BLVD., SUITE 110  
FT. LAUDERDALE, FL 33301

**CIVIL ENGINEER**  
FLYNN ENGINEERING SERVICES, PA  
24 COMMERCIAL BLVD.  
LAUDERDALE BY THE SEA, FL 33008

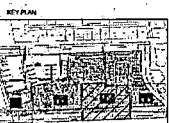
**MEP ENGINEER**  
BOWEN ENGINEERS INC.  
2001 WESTHALL LANE  
MARTIN, FL 33157

**TRANSPORTATION**  
DC ENGINEERS, INC.  
12000 N. 17TH COURT  
CORAL SPRING, FL 33067



**PROJECT:**  
**PIER SIXTY-SIX  
HOTEL & MARINA**

**OWNER:**  
TAMMICK DEVELOPMENT COMPANY  
6800 TAMMICK LANE SUITE 200  
ORLANDO, FL 32817



REVISION NO.	DESCRIPTION	DATE
1	FOOT PERMIT PLAN REVIEW	2020.05.15
2	FOOT PERMIT REVIEW	2020.05.15
3	FOOT PERMIT REVIEW	2020.05.15
4	REVISIONS	2020.05.15

**PROJECT #**  
20960.000

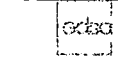
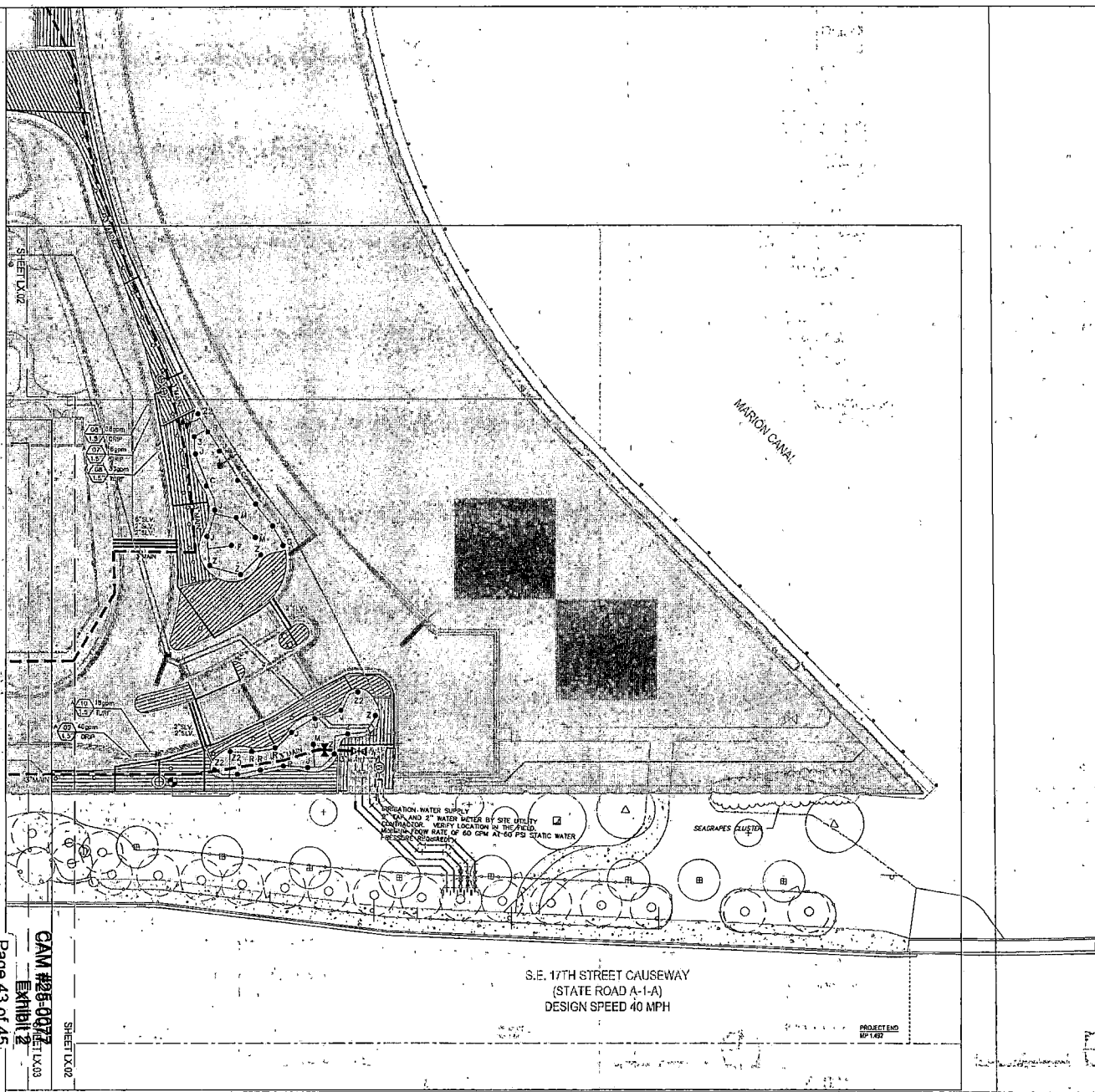
**SUBMITTAL DATE**  
JUNE 20, 2020

**ISSUE**  
FOOT - SUBMITTAL

**FOOT LANDSCAPE PERMIT NUMBER**  
2020-4-491-00020

**SHEET TITLE**  
IRRIGATION PLAN

**SHEET NO.**  
**L7.02**



PROJECT TEAM

HOTEL ARCHITECT  
HOB ARCHITECTS, INC.  
300 N. 1ST ST.  
ORLANDO, FL 32801

EXISTING TOWER ARCHITECT /  
HOTEL INTERIOR DESIGN  
GARY B. BROWN - DBA ARCHITECTS, PC  
311 MARKET STREET  
PHILADELPHIA, PA 19106

CONDO & VILLA ARCHITECT  
GARCIA STRAUSS & SONS  
220 WEST PARKWAY SUITE 10  
WEST PALM BEACH, FL 33411

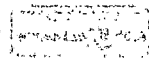
RESIDENCE ARCHITECT  
P.H. REAN DESIGN GROUP  
811 W. PARKWAY AVE.  
WEST PALM BEACH, FL 33411

LANDSCAPE ARCHITECT  
EDSA  
1515 EAST DOWNSIDE BLVD., SUITE 110  
FT. LAUDERDALE, FL 33301

CIVIL ENGINEER  
FLYNN ENGINEERING SERVICES, PC  
101 COMMERCIAL BLVD.  
LAUDERDALE BY THE SEA, FL 33308

SEEP ENGINEER  
EXETER SERVICES INC.  
2001 WESTHILL LANE  
MARTIN, FL 33154

TRANSPORTATION  
DC ENGINEERS, INC.  
1224 NW 13TH COURT  
CORAL GABLES, FL 33134



PROJECT TEAM

HOTEL ARCHITECT  
HOB ARCHITECTS, INC.  
300 N. 1ST ST.  
ORLANDO, FL 32801

EXISTING TOWER ARCHITECT /  
HOTEL INTERIOR DESIGN  
GARY B. BROWN - DBA ARCHITECTS, PC  
311 MARKET STREET  
PHILADELPHIA, PA 19106

CONDO & VILLA ARCHITECT  
GARCIA STRAUSS & SONS  
220 WEST PARKWAY SUITE 10  
WEST PALM BEACH, FL 33411

RESIDENCE ARCHITECT  
P.H. REAN DESIGN GROUP  
811 W. PARKWAY AVE.  
WEST PALM BEACH, FL 33411

LANDSCAPE ARCHITECT  
EDSA  
1515 EAST DOWNSIDE BLVD., SUITE 110  
FT. LAUDERDALE, FL 33301

CIVIL ENGINEER  
FLYNN ENGINEERING SERVICES, PC  
101 COMMERCIAL BLVD.  
LAUDERDALE BY THE SEA, FL 33308

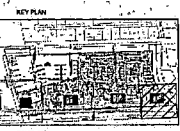
SEEP ENGINEER  
EXETER SERVICES INC.  
2001 WESTHILL LANE  
MARTIN, FL 33154

TRANSPORTATION  
DC ENGINEERS, INC.  
1224 NW 13TH COURT  
CORAL GABLES, FL 33134



# PROJECT PIER SIXTY-SIX HOTEL & MARINA

OWNER  
TAMTOSH DEVELOPMENT COMPANY  
660 TAMTOSH LAKEN BLVD. SUITE 200  
ORLANDO, FL 32807



NO.	DESCRIPTION	DATE
1	FOOT PERMIT PLAN REVIEW	05/18/20
2	FOOT PERMIT REVIEW	05/20/20
3	FOOT PERMIT REVIEW	05/20/20
4	REVISION	05/20/20

PROJECT #  
20980.000

SUBMITTAL DATE  
JUNE 28, 2020

FIGURE  
FOOT - SUBMITTAL  
FOOT LANDSCAPE PERMIT NUMBER  
2020-4-591-00020  
SHEET TITLE  
IRRIGATION PLAN

SHEET NO.  
**L7.03**






- 1.) SOME PIPE LINES ARE DRAWN OFF SET FOR CLARITY. INSTALL ALL IRRIGATION LINES IN LANDSCAPED AREAS.
- 2.) REFER TO THE LANDSCAPE PLANS WHEN TRENCHING TO AVOID TREE ROOT BALLS TO INSTALL HEADS AT APPROPRIATE LOCATIONS.
- 3.) ADJUST ALL NOZZLES TO REDUCE OVERTHROW ON PAVING & WALLS. SHUTTLE ALL HIGH FLOW CONTROL VALVES AS REQUIRED TO PREVENT FOGGING. SET CONTROLLER RUN TIMES TO MATCH PLANT WATER NEEDS AND SOIL CONDITIONS.

- [illegible]

 IRRIGATION WATER TAP AND WATER METER. SIZE INDICATED ON PLAN.  
 PROVIDED BY THE SITE UTILITY CONTRACTOR, PER LOCAL CODES.

 IRRIGATION WATER CONNECTION. CONNECT TO LINE STUBBED UP IN  
 PLANTER BED BY BUILDING PLUMBING CONTRACTOR. SIZE INDICATED ON  
 PLAN PER LOCAL CODES.

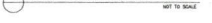
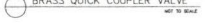
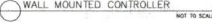
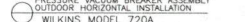
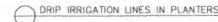
 REDUCED PRESSURE BACKFLOW PREVENTER. PROVIDED BY IRRIGATION

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RAINBOW 1800 SERIES SPRAY BODIES & ADAPTERS  
POLY PIPE AND INSERT FITTING SWING JOINTS  
PROMOTE NEAR SPRAY NOZZLES PER PLAN  
USE U-SERIES NOZZLES FOR "8", "10", "12", "14", "16", "18" & "20" NOZZLE DESIGNATION  
USE VAN SERIES NOZZLES FOR "22", "24" & "26" NOZZLE DESIGNATION

5 ● 6" POP-UP TURF SPRAY BODY

T3: THREEDRILL ON FLEX PE PIPE			
LETTER	UPR OF S	RADIUS	PATTERN
A	0.82	15	QUARTER
B	1.30	15	HALF
C	1.82	15	HALF
D	1.48	15	THIRD
E	2.62	15	THIRD CTR.
F	3.80	15	FULL
G	0.65	15	QUARTER
H	0.80	15	ONE THIRD
I	1.00	15	HALF
J	1.30	15	THIRD
K	1.75	15	THIRD
L	2.00	15	THIRD
M	2.60	15	FULL
N	0.39	10	QUARTER
O	0.50	10	ONE THIRD
P	0.79	10	HALF
Q	0.88	10	THIRD
U	0.61	* 3 X 15	END STRIP
V	0.61	* 3 X 15	END STRIP
W	0.55	* 4 X 30	END STRIP CENTER STRIP
X	0.55	* 4 X 30	END STRIP CENTER STRIP
Y	1.1	* 2 X 30	CENTER STRIP
Z	1.1	* 2 X 30	CENTER STRIP
1	WAKES	15	15° ADJUSTABLE W/
2	WAKES	15	15° ADJUSTABLE W/
3	WAKES	15	15° ADJUSTABLE W/
4	WAKES	15	15° ADJUSTABLE W/
5	1.05	8	STROM BUILDUP
6	1.05	8	STROM BUILDUP
7	0.33	8	ONE THIRD
8	0.33	8	HALF
9	1.05	8	FULL
10	1.05	8	FULL
11	0.33	3	ONE THIRD
12	0.33	3	HALF
13	0.38	3	FULL



**HOTEL ARCHITECT**  
HKS ARCHITECTS, INC.  
8AA F000119  
225 EAST ROBINSON STREET, SUITE 405  
ORLANDO, FL 32801

**HOTEL INTERIOR DESIGN**  
DAROFF DESIGN INC. • DDI ARCHITECTS, PC  
2121 MARKET STREET  
PHILADELPHIA, PA 19103

**CONDO + VILLA ARCHITECT**  
GARCIA STROMBERG | GS4 STUDIOS  
2365 VISTA PARKWAY SUITE 18  
WEST PALM BEACH, FL 33411

**LANDSCAPE ARCHITECT**  
EDSA

**CIVIL ENGINEER**  
FLYNN ENGINEERING SERVICES, PA  
241 COMMERCIAL BLVD.  
LAUDERDALE BY THE SEA, FL 33308

2501 WESTHALL LANE  
MAITLAND, FL 32751

**TRANSPORTATION**  
DC ENGINEERS, INC  
12743 NW 13TH COURT

Always call 811 two full business days before you dig to  
have underground utilities located and marked.

**Sunshine 811.com**

PIER SIXTY-S  
HOTEL & MARINA

TAVISTOCK DEVELOPMENT COMPANY  
6600 TAVISTOCK LAKES BLVD., SUITE 200  
ORLANDO, FL 32827

[illegible]20960.000  
SUBMITTAL DATE

**FDOT - SUBMITTAL**  
FDOT LANDSCAPE PERMIT NUMBER

**IRRIGATION LEGEND,  
NOTES & DETAILS**

SHEET NO.  
**1701**

COUNTY: BROWARD  
SECTION: 86180000  
STATE ROAD: A1A  
PERMIT: 2024-L-491-00011

**EXHIBIT C**

**RESOLUTION**

This Exhibit forms an integral part of the LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the FLORIDA DEPARTMENT OF TRANSPORTATION and the AGENCY.

*Please see attached*

**EXHIBIT C**

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COUNTY:	BROWARD
SECTION:	86180000
STATE ROAD:	A1A
PERMIT:	2024-L-491-00011

**EXHIBIT C**

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This Exhibit forms an integral part of the LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the FLORIDA DEPARTMENT OF TRANSPORTATION and the AGENCY.

*Please see attached*



#### CERTIFICATION

I certify this to be a true and correct copy of the record of the City of Fort Lauderdale, Florida.

WITNESSETH my hand and official seal of the City of Fort Lauderdale, Florida, this 14<sup>th</sup> day of May, 20 25  
[Signature] City Clerk

#### RESOLUTION NO. 25-68

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF AMENDMENT NUMBER TWENTY - ONE (21) TO THE FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT FOUR (4) LANDSCAPE INCLUSIVE MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, FOR INSTALLATION AND MAINTENANCE OF LANDSCAPE IMPROVEMENTS WITHIN THE RIGHT-OF-WAY OF STATE ROAD A1A (SE 17<sup>th</sup> STREET); AND AN ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT WITH P66 COMMONS, LLC, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Lauderdale ("City") and the Florida Department of Transportation ("FDOT") entered into a Landscape Inclusive Maintenance Memorandum of Agreement ("MMOA") on January 31, 2008; and

WHEREAS, the City wishes to enter into Amendment Number Twenty-One (21) to the MMOA with FDOT for installation and maintenance of landscape improvements within the right-of-way on State Road A1A (SE 17<sup>th</sup> Street); and

WHEREAS, the landscape improvements will be installed in accordance with the plans and specifications attached as Exhibits "A" and "B" of the MMOA; and

WHEREAS, because State Road A1A is an FDOT right-of-way, authorization for the improvements must be permitted by FDOT; and

WHEREAS, FDOT requires municipalities to enter into a Landscape Maintenance Memorandum of Agreement for the maintenance of landscape improvements.

WHEREAS, the City and the current owner of the property, P66 Commons, LLC, have agreed to enter into an Assumption of Liability and Hold Harmless Agreement, which passes the maintenance responsibility and costs associated with the MMOA, to P66 Commons, LLC, and wherein P66 Commons, LLC, agrees to assume and hold the City harmless from any obligations under the proposed MMOA pertaining to any improvements installed in the right-of-way by P66 Commons, LLC;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

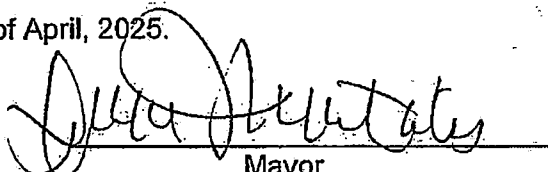
SECTION 1. That the City Commission of the City of Fort Lauderdale, Florida, hereby approves and authorizes the execution of Amendment Number Twenty -One (21) to the Florida Department of Transportation District Four (4) Landscape Inclusive Maintenance Memorandum of Agreement with the Florida Department of Transportation, for landscape improvements within the right-of-way on State Road A1A (SE 17th Street).

SECTION 2. That the City Commission of the City of Fort Lauderdale, Florida, hereby approves and authorizes execution of the Assumption of Liability and Hold Harmless Agreement between the City and P66 Commons, LLC, wherein P66 Commons, LLC agrees to assume liability and hold the City harmless from any obligations under the Landscape Inclusive Maintenance Memorandum of Agreement pertaining to any landscape improvements installed in the right-of-way by P66 Commons, LLC.

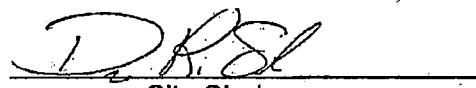
SECTION 3. That the Office of the City Attorney shall review and approve as to form all documents prior to their execution by the City officials.

SECTION 4. That this Resolution shall be in full force and effect upon its adoption.

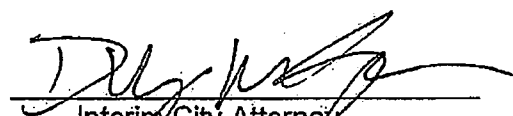
ADOPTED this 15<sup>th</sup> day of April, 2025.

  
Mayor  
DEAN J. TRANTALIS

ATTEST:

  
City Clerk  
DAVID R. SOLOMAN

APPROVED AS TO FORM  
AND CORRECTNESS:

  
Interim City Attorney  
D'WAYNE M. SPENCE

Dean J. Trantalis      Yea

John C. Herbst      Yea

Steven Glassman      Yea

Pamela Beasley-Pittman      Yea

Ben Sorensen      Yea

Prepared by and return to:

Kimberly Cunningham Mosley  
Assistant City Attorney  
City of Fort Lauderdale  
1 East Broward Blvd., Suite 1320  
Fort Lauderdale, FL 33301

Folio Number: 504213210010

## **ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT**

THIS ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT  
("Assumption Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_ 2025, by and between:

P66 Commons, LLC, a Florida Limited Liability Company, whose  
principal address is 6900 Tavistock Lakes Boulevard, Suite 200,  
Orlando, FL 32827 ("OWNER")

and

The City of Fort Lauderdale, a Florida municipality having a  
principal address at 101 NE 3<sup>rd</sup> Avenue, Suite 2100, Fort  
Lauderdale, Florida 33301 ("CITY" or "City").

## **RECITALS**

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

WHEREAS, certain landscape and streetscape improvements are proposed, by OWNER,  
to be installed in the right-of-way on State Road A1A (SE 17<sup>th</sup> Street), which is under the  
jurisdiction of the State of Florida Department of Transportation Highway System ("FDOT")  
(hereinafter referred to as "Improvements"); and

WHEREAS, the Improvements are proposed to be installed on State Road A1A from Mile  
Post 1.233 to M.P. 1.492; and

WHEREAS, in order to permit the Improvements to be constructed in the FDOT  
right-of-way, FDOT requires the City to enter into an amended agreement entitled "Amendment  
Number Twenty-One (21) to Florida Department of Transportation District Four (4) Landscape  
Inclusive Maintenance Memorandum of Agreement" ("Agreement"), which is attached hereto and  
incorporated herein as Exhibit "B"; and

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

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

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

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

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

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

*City Engineer* means the City Engineer (Urban Design Engineer) for the CITY, or the City Engineer's 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 nor legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

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

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

3. **Compliance and Default.** OWNER agrees to assume any and all liability and responsibility for performance under the Agreement except that OWNER shall not be liable for

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

#### **4. Indemnification and Hold Harmless.**

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

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

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

#### **6. Removal of Improvements and Restoration of Improvement Area.**

(a) Except as may otherwise be expressly provided herein, it is agreed that upon termination of the Agreement, in whole or in part, OWNER shall remove all or any part of the

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

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

**7. Event of Default; Remedy.** In the event the OWNER fails to perform or violates any of the terms or conditions of the Agreement or this Assumption Agreement or is in breach or default in any term or condition thereof, the City shall notify OWNER of the specific failure or violation of this Assumption Agreement or the Agreement in writing and OWNER shall thereafter have a period of thirty (30) days to cure any such failure or violation to the City's reasonable satisfaction (an "Event of Default"). Upon an Event of Default, the City has the right 1) to take any equitable action to enforce the terms and conditions of the Agreement or this Assumption Agreement, it being stipulated by the parties that since the Agreement and this Assumption Agreement deal with the right to use public easements and rights-of-way of FDOT used for a governmental purpose, a violation or breach of any term or condition of the Agreement or this Assumption Agreement constitutes an irreparable injury to the public and CITY for which there is no adequate remedy at law or 2) take such curative action that was required to be taken by the OWNER under the Agreement and the cost and expense incurred in CITY's curative actions shall be passed on to and owed by OWNER, in which case OWNER shall be liable for payment to CITY for all reasonable and necessary costs and expenses incurred by CITY in connection with the

performance of the action or actions associated with the Improvements. OWNER shall reimburse CITY within thirty (30) days following written demand for payment thereof. Interest shall accrue on the unpaid amount at the rate of twelve percent (12%) per annum simple interest but in no event shall interest exceed the highest amount allowed by Florida law. If a dispute arises as to the need for, or amount due to the CITY for repairs or maintenance undertaken by CITY in accordance with the Agreement or Assumption Agreement, and such dispute is not resolved within thirty days (30) days after the date that CITY makes the written demand for payment, OWNER shall pay to CITY the undisputed amount and shall provide CITY with a bond or other security acceptable to CITY for the disputed amount pending a resolution of the dispute by negotiation or litigation. If OWNER does not make the payments required under this Section within the thirty (30) day period set forth herein, then CITY shall have a right to record a Claim of Lien against the Property, which Lien may be either (a) for the total amount of the fines, including all subsections thereunder, or (b) for all reasonable and necessary costs and expenses of any cure undertaken by CITY in accordance with this Section, the cost of any interim insurance policy as provided herein, and reasonable attorneys' fees and costs associated therewith. The Lien shall be effective upon the recording of a Claim of Lien in the Public Records of Broward County, Florida, which Claim of Lien shall state all amounts due and owing to CITY. The Lien may be foreclosed by CITY in the same manner as provided by law for foreclosure of mortgage liens. The Lien shall continue until payment to CITY of the amounts set forth in the Lien (at which time CITY shall record a satisfaction of such lien). In addition to the Lien, CITY shall have all other rights and remedies granted to it at law or in equity for OWNER's failure to pay the fines owed or reimburse CITY for curative actions taken by CITY. CITY shall have all other rights and remedies granted to it at law or in equity for OWNER's failure to pay the fines owed or reimburse CITY for curative actions taken by CITY. The remedies found within this Section are cumulative. The exercise of one does not preclude the exercise of any other remedy.

**8. Emergencies.** If an emergency situation arises with respect to the Agreement or the Assumption Agreement where the Improvement Area or any condition thereof presents an imminent threat to the health or safety of Persons or property, the CITY shall make reasonable efforts to provide telephone or email notice to OWNER's Contact Person. If, following that notice, OWNER fails to take timely action to correct the emergency situation, and allowing the emergency situation to continue would pose an imminent threat to health or safety to Persons or property, CITY may undertake such limited actions as are necessary to eliminate the emergency; and CITY shall be entitled to recover its reasonable costs of cure or resolve the emergency from OWNER in accordance with provisions hereof. For the purposes of this Section, OWNER's Contact Person shall be Tom Domeika; telephone number (703) 675-9501; and e-mail address: tdomeika@piersictysixresort.com. In the event the OWNER's Contact Person or any other information pertaining to the OWNER's Contact Person shall change, such change shall be provided to the CITY Engineer and the CITY's Director of the Transportation and Mobility Department, in writing.

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

## **10. Notices.**

(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 the Agreement or this Assumption Agreement, each such notice, demand, request or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be given by hand delivery, or by a nationally recognized overnight courier, or by mailing the same by registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the address set forth below, or at such other address or addresses and to such other person or firm as OWNER may from time to time designate by notice as herein provided.

(b) All notices, demands, requests or other communications hereunder shall be deemed to have been given or served for all purposes hereunder upon receipt if by hand delivery, or upon one (1) business day after deposit with such overnight courier as required above, or upon two (2) business days after deposit with the United States mail, postage prepaid, in the manner aforesaid, provided, however, that for any distance in excess of five hundred (500) miles, air mail service or Federal Express or similar carrier shall be utilized, if available.

AS TO CITY:	Rickelle Williams City Manager City of Fort Lauderdale 101 NE 3 <sup>rd</sup> Avenue, Suite 2100 Fort Lauderdale, Florida 33301
With copy to:	D'Wayne Spence Interim City Attorney City of Fort Lauderdale 1 East Broward Blvd., Suite 1320 Fort Lauderdale, Florida 33301
With a copy to:	Transportation and Mobility Director City of Fort Lauderdale 290 N.W. 3 <sup>rd</sup> Avenue Fort Lauderdale, Florida 33301
AS TO OWNER:	P66 Commons, LLC Attn: Christopher Gandolfo, VP 2301 SE 17 <sup>th</sup> Street Fort Lauderdale, FL 33316

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

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

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

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

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

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

**16. Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Assumption Agreement. None of the parties intend to directly or substantially benefit a third party

by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based on this Agreement. Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

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

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

**19. Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Assumption Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

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

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

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

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

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

**25. Police Power.** Nothing herein shall be construed as a waiver of the City's police power. OWNER shall comply with the City's codes, ordinances and regulations with respect to installation and construction of the Improvements. OWNER shall construct operate and maintain the Improvements in compliance with all health, sanitary, fire, zoning and building code requirements and any other governing authority with jurisdiction over the Improvement Area and Improvements.

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

(SIGNATURES TO FOLLOW)

IN WITNESS WHEREOF, the parties enter into this Assumption of Liability and Hold Harmless Agreement by OWNER and the CITY OF FORT LAUDERDALE and execute this Agreement as follows:

Witnesses:

OWNER:

Andrea Riba

(Witness #1 Signature)

(Print Name)

Jeanette Mendoza

(Witness #2 Signature)

(Print Name)

P66 Commons, LLC, a Florida Limited Liability Company

By: [Signature]

Christopher Gandolfo, VP

### ACKNOWLEDGEMENT

STATE OF Florida )  
COUNTY OF Broward )SS

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 21st day of April 2025, by Christopher Gandolfo as VP for P66 Commons, LLC, a Florida Limited Liability Company.

(SEAL)



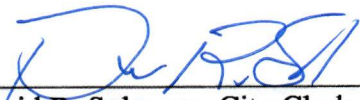
[Signature]  
Notary Public, State of

(Signature of Notary taking Acknowledgment)

Maria G. Chinda  
Print, Type of Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

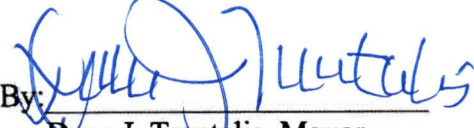
ATTEST:

  
\_\_\_\_\_  
David R. Soloman, City Clerk

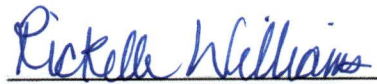
(SEAL)



CITY OF FORT LAUDERDALE

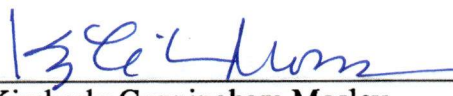
  
By: \_\_\_\_\_  
Dean J. Trantalis, Mayor

23 day of June, 2025

By:   
\_\_\_\_\_  
Rickelle Williams, City Manager

18th day of June, 2025

Approved as to form and correctness:  
D'Wayne M. Spence, Interim City Attorney

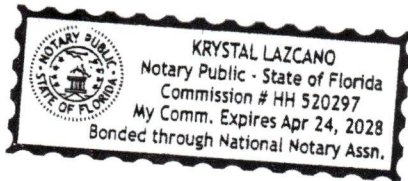
By:   
\_\_\_\_\_  
Kimberly Cunningham Mosley  
Assistant City Attorney



STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23 day of June, 2025, by Dean J. Trantalis, Mayor of the City of Fort Lauderdale, a Florida municipality. He is personally known to me.

(SEAL)



Krystal Lazcano

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

Krystal Lazcano

Name of Notary Typed,  
Printed or Stamped

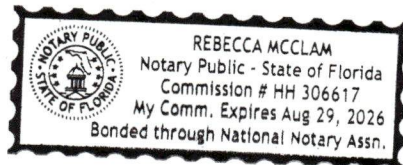
My Commission Expires:

April 24, 2028

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of June, 2025, by Rickelle Williams, City Manager of the City of Fort Lauderdale, a Florida municipality. She is personally known to me.

(SEAL)



Rebecca McClam

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

Name of Notary Typed,  
Printed or Stamped

My Commission Expires: 08/29/2026

**Exhibit A**  
**Legal Description and Sketch**

**EXHIBIT "A"****SKETCH & DESCRIPTION FOR:  
F.D.O.T. MAINTENANCE AGREEMENT**

LYING WITHIN S.E. 17th STREET CAUSEWAY IN SECTION 13, TOWNSHIP 50 SOUTH, RANGE 42 EAST  
CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

**LAND DESCRIPTION:****AREA 1**

A portion of Section 13, Township 50 South, Range 42 East lying within the right-of-way of S.E. 17th Street Causeway, described as follows:

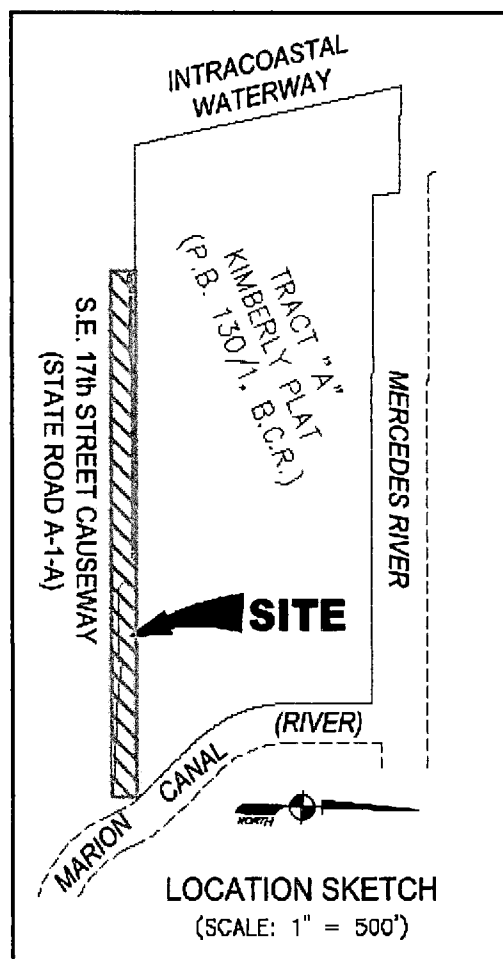
COMMENCE at the southeast corner of Tract "A", KIMBERLY PLAT, according to the Plat thereof as recorded in Plat Book 130, Page 1 of the Public Records of Broward County, Florida, said point being on the north right-of-way of S.E. 17th Street Causeway; thence S88°05'46"W, along the south line of said Tract "A" and said north right-of-way, 6.18 feet to the POINT OF BEGINNING; thence S01°54'14"E, 62.91 feet; thence N75°20'53"W, 10.75 feet; thence N88°33'49"W, 59.58 feet; thence N89°24'19"W, 153.60 feet; thence N85°01'37"W, 102.43 feet; thence S88°26'06"W, 26.04 feet; thence S10°55'03"W, 3.21 feet; thence S01°33'54"E, 6.86 feet; thence S88°26'06"W, 178.70 feet to a point of curvature of a curve concave to the northeast; thence northerly along the arc of said curve, having a radius of 28.00 feet and a central angle of 88°16'12", an arc distance of 43.14 feet; thence N86°42'18"E, 10.00 feet; thence N03°17'42"W, 18.64 feet to a point on said south line of Tract "A" and said north right-of-way, said point hereinafter referred to as POINT A; thence N88°05'46"E, along said south line and said north right-of-way, 548.71 feet to the POINT OF BEGINNING.

TOGETHER WITH:

**AREA 2**

A portion of Section 13, Township 50 South, Range 42 East lying within the right-of-way of S.E. 17th Street Causeway, described as follows:

COMMENCE at the aforementioned POINT A; thence S88°05'46"W, along the aforementioned south line of Tract "A", KIMBERLY PLAT and said north right-of-way of S.E. 17th Street Causeway, 63.14 feet to the POINT OF BEGINNING; thence continue S88°05'46"W, along said south line and north right-of-way, 19.34 feet, said point hereinafter referred to as POINT B; thence S01°56'08"E, 7.88 feet to a point of curvature of a curve concave to the northeast; thence southeasterly along the arc of said curve, having a radius of 1.50 feet and a central angle of 90°00'00", an arc distance of 2.36 feet; thence N88°03'52"E, 4.28 feet to a point of curvature of a curve concave to the north; thence northeasterly along the arc of said curve, having a radius of 14.50 feet and a central angle of 69°15'56", an arc distance of 17.53 feet to the POINT OF BEGINNING.



----- LAND DESCRIPTION continue on Sheet 2 of 7 -----

**REVISIONS**

REVISED PER CITY COMMENTS 03/17/2025 (M.M.K.)

**AVIROM & ASSOCIATES, INC.  
SURVEYING & MAPPING**

50 S.W. 2nd AVENUE, SUITE 102  
BOCA RATON, FLORIDA 33432  
(561) 392-2594 / [www.AVIROMSURVEY.com](http://www.AVIROMSURVEY.com)

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JOB #: **7531-45**

SCALE: N/A

DATE: 03/03/2025

BY: M.M.K.

CHECKED: CAM #25-0077

F.B. N/A N/A

Page 14 of 44 OF 7

## EXHIBIT "A"

### SKETCH & DESCRIPTION FOR: F.D.O.T. MAINTENANCE AGREEMENT

LYING WITHIN S.E. 17th STREET CAUSEWAY IN SECTION 13, TOWNSHIP 50 SOUTH, RANGE 42 EAST  
CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

----- LAND DESCRIPTION continue from Sheet 1 OF 7 -----

TOGETHER WITH:

#### AREA 3

A portion of Section 13, Township 50 South, Range 42 East lying within the right-of-way of S.E. 17th Street Causeway, described as follows:

COMMENCE at the aforementioned POINT B; thence S88°05'46"W, along the aforementioned south line of Tract "A", KIMBERLY PLAT and said north right-of-way of S.E. 17th Street Causeway, 10.00 feet to a point hereinafter referred to as POINT C; thence S01°56'08"E, 5.22 feet to the POINT OF BEGINNING; thence continue S01°56'08"E, 2.32 feet to a point of curvature of a curve concave to the northwest; thence southwesterly along the arc of said curve, having a radius of 1.68 feet and a central angle of 90°00'00", an arc distance of 2.64 feet; thence S88°03'52"W, 434.18 feet; thence S86°01'47"W, 109.90 feet to a point of curvature of a curve concave to the north; thence westerly along the arc of said curve, having a radius of 1289.00 feet and a central angle of 02°02'05", an arc distance of 45.78 feet; thence S88°03'52"W, 62.01 feet to a point hereinafter referred to as POINT D; thence N01°56'08"W, 6.00 feet; thence N88°03'52"E, 62.01 feet to a point of curvature of a curve concave to the north; thence easterly along the arc of said curve, having a radius of 1283.00 feet and a central angle of 02°02'05", an arc distance of 45.57 feet; thence N86°01'47"E, 110.01 feet; thence N88°03'52"E, 430.44 feet; thence S01°56'08"E, 2.00 feet; thence N88°03'52"E, 5.52 feet to the POINT OF BEGINNING.

TOGETHER WITH:

#### AREA 4

A portion of Section 13, Township 50 South, Range 42 East lying within the right-of-way of S.E. 17th Street Causeway, described as follows:

COMMENCE at the aforementioned POINT D; thence S88°03'52"W, 6.07 feet to a point of curvature of a curve concave to the south; thence westerly along the arc of said curve, having a radius of 74.86 feet and a central angle of 5°28'34", an arc distance of 7.16 feet to the POINT OF BEGINNING; thence continue southwesterly along the arc of said curve, having a radius of 74.86 feet and a central angle of 17°23'20", an arc distance of 22.72 feet to a point of reverse curvature of a curve concave to the north; thence westerly along the arc of said curve, having a radius of 14.33 feet and a central angle of 26°06'10", an arc distance of 6.53 feet to a point of compound curvature of a curve concave to the north; thence northwesterly along the arc of said curve, having a radius of 98.83 feet and a central angle of 08°32'51", an arc distance of 14.74 feet to a point of compound curvature of a curve concave to the northeast; thence northwesterly along the arc of said curve, having a radius of 19.33 feet and a central angle of 41°53'54", an arc distance of 14.14 feet; thence N72°28'29"E, 3.52 feet to a point on a non-tangent curve concave to the northeast, a radial line to said point bears N41°21'28"E; thence southeasterly along the arc of said curve, having a radius of 22.50 feet and a central angle of 24°35'59", an arc distance of 9.66 feet; thence S16°45'29"W, along a radial line, 0.50 feet to a point on a non-tangent curve concave to the north, a radial line to said point bears S16°45'29"W; thence easterly along the arc of said curve, having a radius of 23.00 feet and a central angle of 43°04'26", an arc distance of 17.29 feet to a point of reverse curvature of a curve concave to the south; thence northeasterly along the arc of said curve, having a radius of 80.86 feet and a central angle of 18°54'14", an arc distance of 26.68 feet; thence S07°24'42"E, 6.00 feet to the POINT OF BEGINNING.

----- LAND DESCRIPTION continue on Sheet 3 OF 7 -----

#### REVISIONS

REVISED PER CITY COMMENTS 03/17/2025 (M.M.K.)



#### AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING

50 S.W. 2nd AVENUE, SUITE 102  
BOCA RATON, FLORIDA 33432  
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JOB #: 7531-45

SCALE: N/A

DATE: 03/03/2025

BY: M.M.K.

CHECKED: CAM #25-0077

F.B. Exhibit C N/A

Page 15 of 42 OF 7

## EXHIBIT "A"

### SKETCH & DESCRIPTION FOR: F.D.O.T. MAINTENANCE AGREEMENT

LYING WITHIN S.E. 17th STREET CAUSEWAY IN SECTION 13, TOWNSHIP 50 SOUTH, RANGE 42 EAST  
CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

----- LAND DESCRIPTION continue from Sheet 2 of 7 -----

TOGETHER WITH:

#### AREA 5

A portion of Section 13, Township 50 South, Range 42 East lying within the right-of-way of S.E. 17th Street Causeway, described as follows:

COMMENCE at the aforementioned POINT C; thence S88°05'46"W, along the aforementioned south line of Tract "A", KIMBERLY PLAT and said north right-of-way of S.E. 17th Street Causeway, 566.26 feet to the POINT OF BEGINNING; thence continue S88°05'46"W, 150.14 feet to a point on a non-tangent curve concave to the north, a radial line to said point bears N66°56'18"E; thence southeasterly along the arc of said curve, having a radius of 15.00 feet and a central angle of 93°15'15", an arc distance of 24.41 feet to a point of reverse curvature of a curve concave to the south; thence easterly along the arc of said curve, having a radius of 88.86 feet and a central angle of 24°22'49", an arc distance of 37.81 feet; thence N88°03'52"E, 68.08 feet to a point of curvature of a curve concave to the north, having a radius of 1275.00 feet and a central angle of 01°07'57", an arc distance of 25.20 feet to the POINT OF BEGINNING.

Said lands situate in the City of Fort Lauderdale, Broward County, Florida and containing 31,541 square feet (0.7241 acres), more or less.

#### AREA CALCULATION

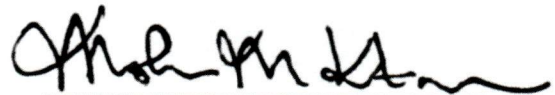
F.D.O.T. MAINTENANCE EASEMENT AREA	SQUARE FEET	ACRES
AREA 1	26,939	0.6184
AREA 2	146	0.0034
AREA 3	3,910	0.0898
AREA 4	262	0.0060
AREA 5	284	0.0065
TOTAL	31,541	0.7241

#### CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

Digitally signed by  
Marisha M. Kreitman,  
P.S.M.

Date: 2025.03.17  
19:00:41 -04'00'



MARISHA M. KREITMAN, P.S.M.  
Florida Registration No. 6555  
AVIROM & ASSOCIATES, INC.  
L.B. No. 3300

#### REVISIONS

REVISED PER CITY COMMENTS 03/17/2025 (M.M.K.)



#### AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING

50 S.W. 2nd AVENUE, SUITE 102  
BOCA RATON, FLORIDA 33432  
(561) 392-2594 / [www.AVIROMSURVEY.com](http://www.AVIROMSURVEY.com)

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JOB #: 7531-45

SCALE: N/A

DATE: 03/03/2025

BY: M.M.K.

CHECKED: CAM #25-0077

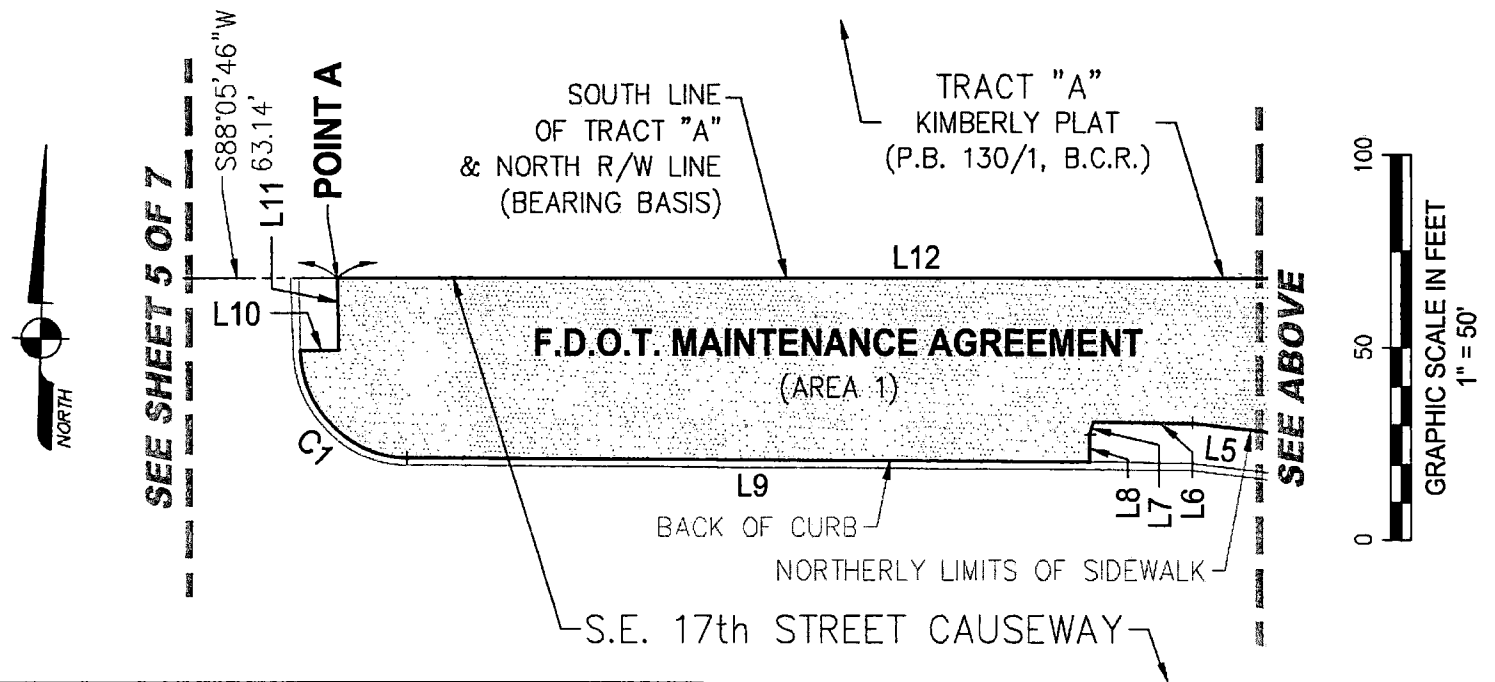
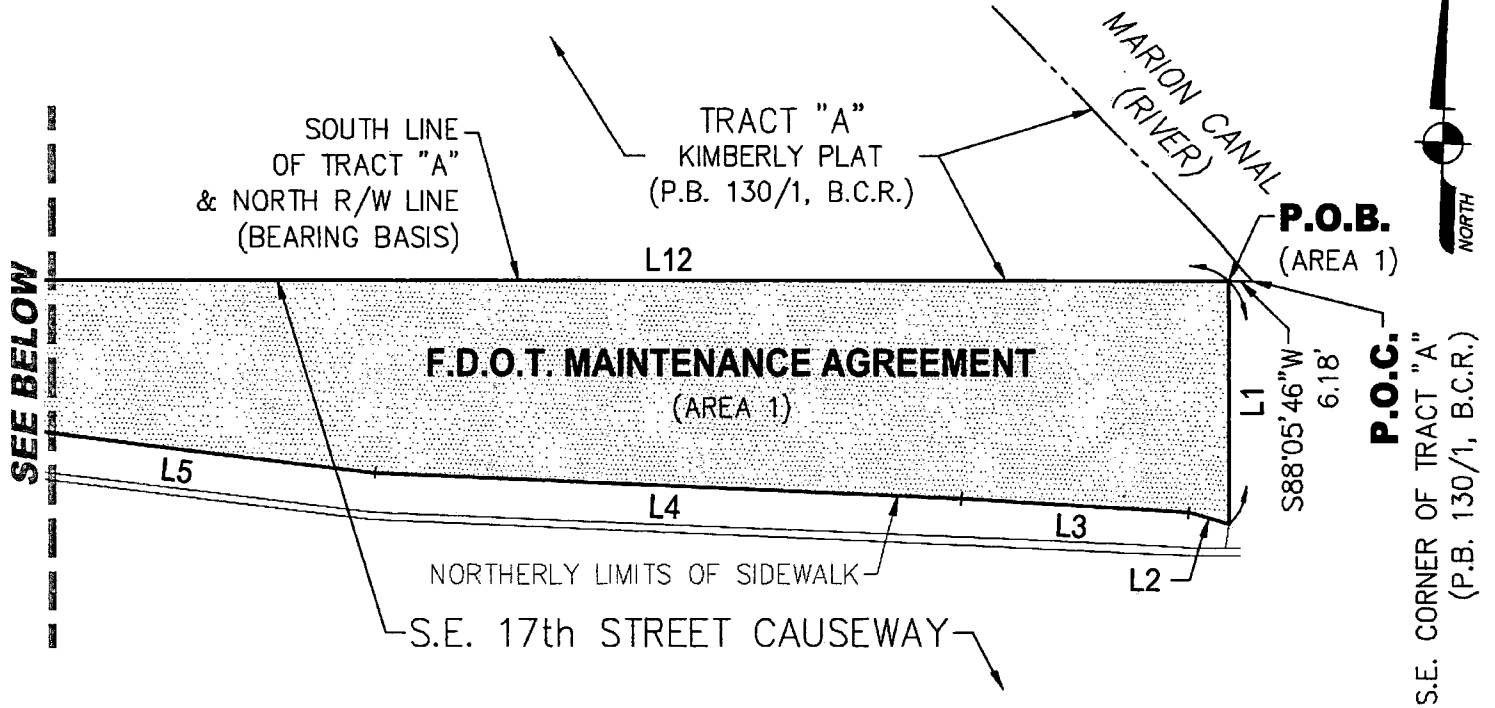
F.B. N/A RC N/A

Page 16 of 45 OF 7

# EXHIBIT "A"

## SKETCH & DESCRIPTION FOR: F.D.O.T. MAINTENANCE AGREEMENT

LYING WITHIN S.E. 17th STREET CAUSEWAY IN SECTION 13, TOWNSHIP 50 SOUTH, RANGE 42 EAST  
CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.



NOTE: SEE SHEET 7 OF 7 FOR CURVE AND LINE TABLE

### REVISIONS

REVISED PER CITY COMMENTS 03/17/2025 (M.M.K.)



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JOB #: 7531-45

SCALE: 1" = 50'

DATE: 03/03/2025

BY: M.M.K.

CHECKED: CAM 425-0077

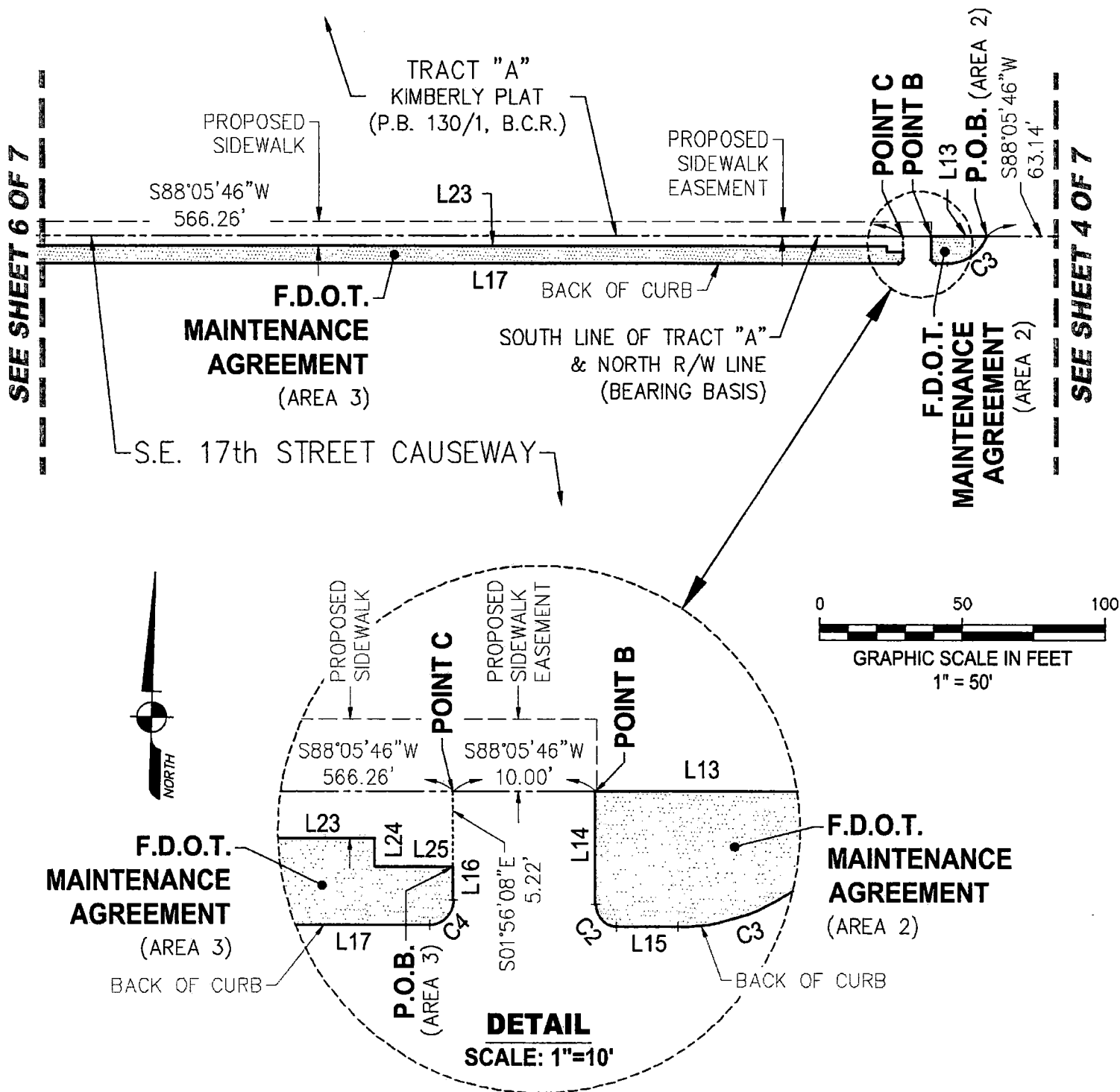
F.B. N/A

Page 17 of 44 OF 7

# EXHIBIT "A"

## SKETCH & DESCRIPTION FOR: F.D.O.T. MAINTENANCE AGREEMENT

LYING WITHIN S.E. 17th STREET CAUSEWAY IN SECTION 13, TOWNSHIP 50 SOUTH, RANGE 42 EAST  
CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.



NOTE: SEE SHEET 7 OF 7 FOR CURVE AND LINE TABLE

### REVISIONS

REVISED PER CITY COMMENTS 03/17/2025 (M.M.K.)



### AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING

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JOB #: 7531-45

SCALE: AS SHOWN

DATE: 03/03/2025

BY: M.M.K.

CHECKED: CAM #25-0077

F.B. N/A N/A

SHEET 18 OF 45 OF 7

# EXHIBIT "A"

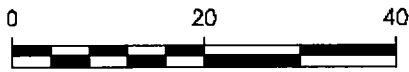
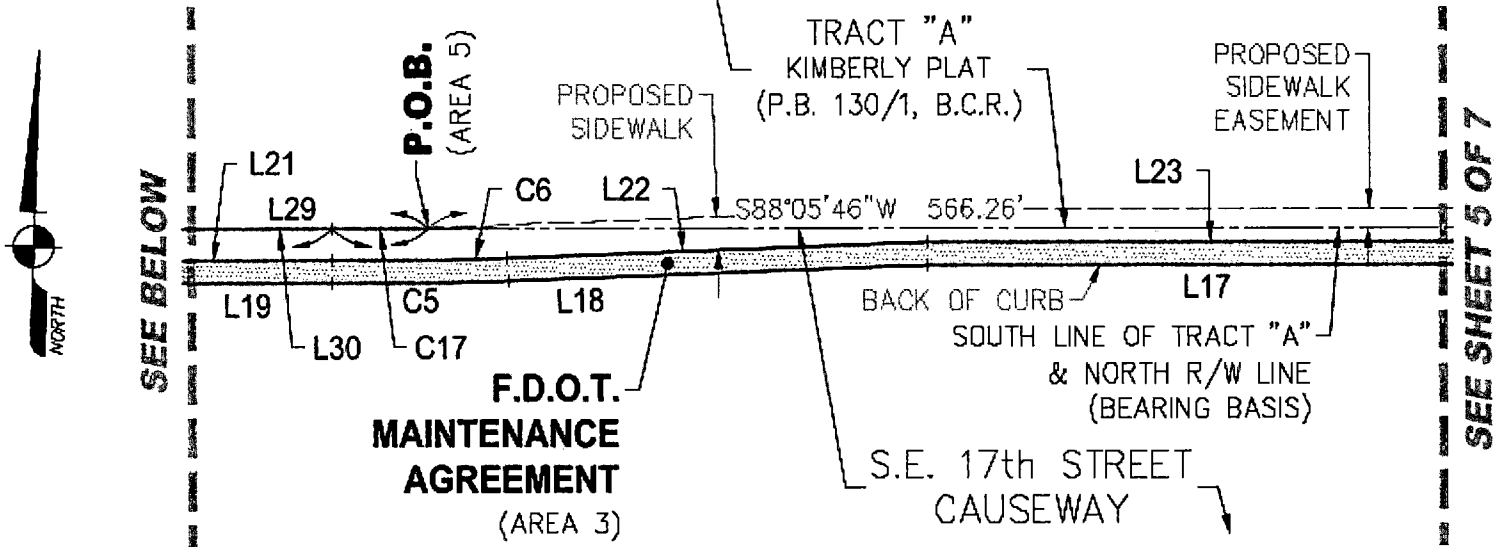
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## F.D.O.T. MAINTENANCE AGREEMENT

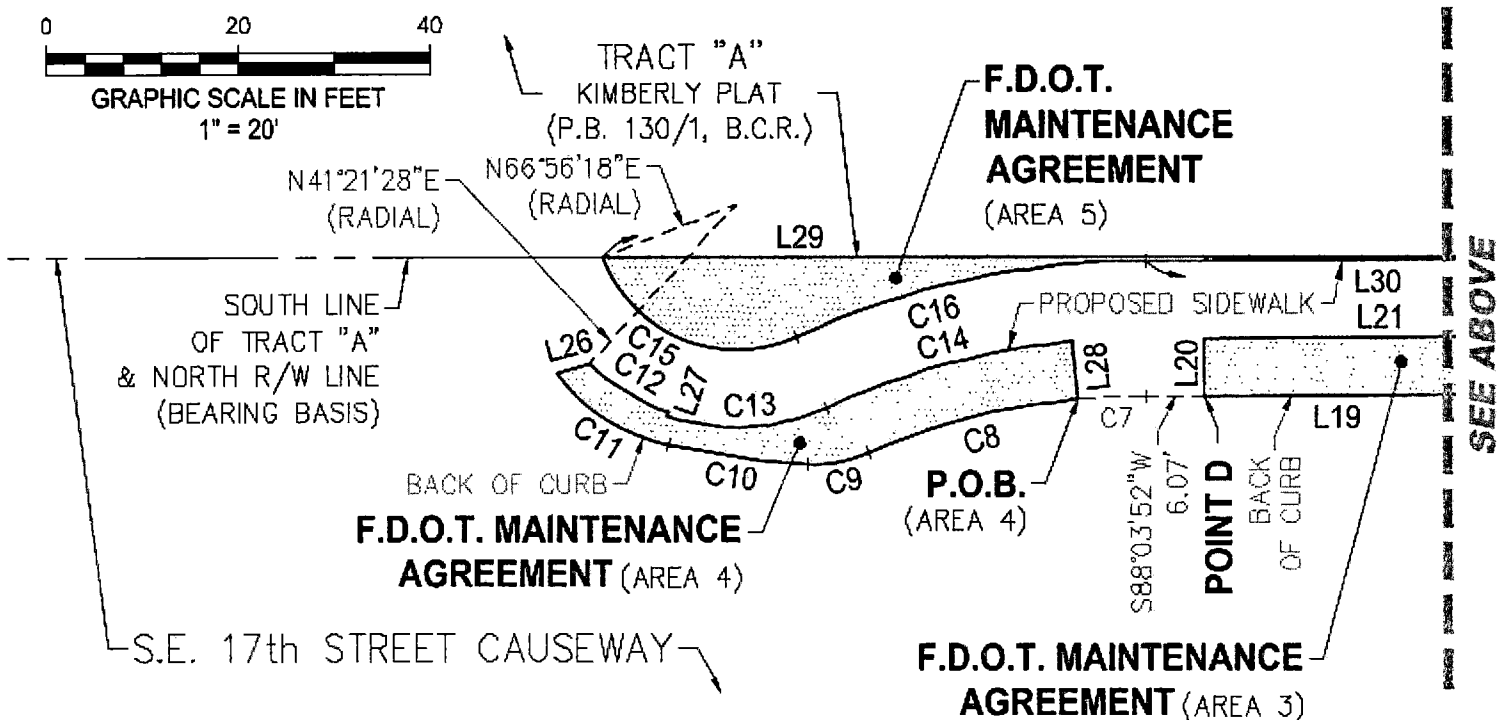
LYING WITHIN S.E. 17th STREET CAUSEWAY IN SECTION 13, TOWNSHIP 50 SOUTH, RANGE 42 EAST  
CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.



GRAPHIC SCALE IN FEET  
1" = 50'



GRAPHIC SCALE IN FEET  
1" = 20'



NOTE: SEE SHEET 7 OF 7 FOR CURVE AND LINE TABLE

### REVISIONS

REVISED PER CITY COMMENTS 03/17/2025 (M.M.K.)



**AVIROM & ASSOCIATES, INC.**  
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JOB #: 7531-45

SCALE: AS SHOWN

DATE: 03/03/2025

BY: M.M.K.

CHECKED: CAM #25-0077

F.B. N/A P.O. N/A

Page 19 of 46 OF 7

# EXHIBIT "A"

## SKETCH & DESCRIPTION FOR:

### F.D.O.T. MAINTENANCE AGREEMENT

LYING WITHIN S.E. 17th STREET CAUSEWAY IN SECTION 13, TOWNSHIP 50 SOUTH, RANGE 42 EAST  
CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S01°54'14"E	62.91'
L2	N75°20'53"W	10.75'
L3	N88°33'49"W	59.58'
L4	N89°24'19"W	153.60'
L5	N85°01'37"W	102.43'
L6	S88°26'06"W	26.04'
L7	S10°55'03"W	3.21'
L8	S01°33'54"E	6.86'
L9	S88°26'06"W	178.70'
L10	N86°42'18"E	10.00'
L11	N03°17'42"W	18.64'
L12	N88°05'46"E	548.71'
L13	S88°05'46"W	19.34'
L14	S01°56'08"E	7.88'
L15	N88°03'52"E	4.28'
L16	S01°56'08"E	2.32'
L17	S88°03'52"W	434.18'
L18	S86°01'47"W	109.90'
L19	S88°03'52"W	62.01'
L20	N01°56'08"W	6.00'
L21	N88°03'52"E	62.01'
L22	N86°01'47"E	110.01'
L23	N88°03'52"E	430.44'
L24	S01°56'08"E	2.00'
L25	N88°03'52"E	5.52'
L26	N72°28'29"E	3.52'
L27	S16°45'29"W	0.50'
(RADIAL)		
L28	S07°24'42"E	6.00'
L29	S88°05'46"W	150.14'
L30	N88°03'52"E	68.08'

CURVE TABLE			
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH
C1	28.00'	88°16'12"	43.14'
C2	1.50'	90°00'00"	2.36'
C3	14.50'	69°15'56"	17.53'
C4	1.68'	90°00'00"	2.64'
C5	1289.00'	2°02'05"	45.78'
C6	1283.00'	2°02'05"	45.57'
C7	74.86'	5°28'34"	7.16'
C8	74.86'	17°23'20"	22.72'
C9	14.33'	26°06'10"	6.53'
C10	98.83'	8°32'51"	14.74'
C11	19.33'	41°53'54"	14.14'
C12	22.50'	24°35'59"	9.66'
C13	23.00'	43°04'26"	17.29'
C14	80.86'	18°54'14"	26.68'
C15	15.00'	93°15'15"	24.41'
C16	88.86'	24°22'49"	37.81'
C17	1275.00'	1°07'57"	25.20'

#### SURVEYOR'S NOTES:

1. Reproductions of this Sketch are not valid without the signature and the original seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings shown hereon are relative to the plat, KIMBERLY PLAT, based on the south line of Tract "A" having a bearing of S88°05'46"W.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. The purpose of this Utility Easement is to encompass both above ground and underground communication utilities. This easement was create by the surveyor based on above ground evidence of such utilities and based on direction from the client, without the benefit of as-builts.
7. Abbreviation Legend: B.C.R. = Broward County Records; Δ = Central Angle; F.B. = Field Book; F.D.O.T. = Florida Department of Transportation; L = Arc Length; L.B. = Licensed Business; N/A = Not Applicable; P.B. = Plat Book; P.B.C.R. = Palm Beach County Records; PG. = Page; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement; P.S.M. = Professional Surveyor & Mapper; R = Radius; R/W = Right-of-Way.

#### REVISIONS

REVISED PER CITY COMMENTS 03/17/2025 (M.M.K.)



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JOB #: **7531-45**

SCALE: N/A

DATE: 03/03/2025

BY: M.M.K.

CHECKED:  
CAM #25-0077

F.B. N/A N/A

SH Page 20 of 47 OF 7

**Exhibit B**

**Amendment Number Twenty-One (21) to Florida Department of Transportation District  
Four (4) Landscape Inclusive Maintenance Memorandum of Agreement**

COUNTY: BROWARD  
SECTION: 86180000  
STATE ROAD: A1A  
PERMIT: 2024-L-491-00011

**AMENDMENT NUMBER TWENTY- ONE (21) TO  
FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT FOUR (4)  
LANDSCAPE INCLUSIVE MAINTENANCE MEMORANDUM OF AGREEMENT**

Docusign Envelope ID: 036CD3C1-417A-4B40-B1A6-47802EAF08FE

**THIS AMENDMENT** Number Twenty-One (21) to the Agreement dated January 31, 2008, was made and entered into this 5 day of June 20 25 by and between the **DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, 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 Memorandum of Agreement (Original Agreement), dated January 31, 2008, for the purpose of the AGENCY maintaining landscape and hardscape improvements on **State Road A1A (SE 17<sup>th</sup> Street)**; and,

**WHEREAS**, the DEPARTMENT and the AGENCY agree to amend the Original Agreement for the purpose of adding additional landscape improvements ("Additional Improvements") to be installed by permit on **State Road A1A** in accordance with the above referenced Original Agreement; and, **WHEREAS**, the AGENCY by Resolution No. 25-68 dated 4/15/25 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:

1. Pursuant to section one (1) of Amendment Eleven (11) to the Original Agreement, the AGENCY has agreed to allow an Adjacent Property Owner to construct Additional Improvements or to modify an improvement located as indicated in **Exhibit "A"** on SR A1A from **M.P. 1.233 to M.P. 1.492**.
2. The Additional Improvements shall be installed according to the plans attached to this Amendment as **Exhibit "B"** and incorporated into the Original Agreement.
3. The AGENCY agrees to maintain the Additional Improvements in accordance with Part I of **Exhibit "C"** Maintenance Plan for Landscape Improvements, of the Original Agreement, and in parties compliance with:

**PART II. SPECIFIC PROJECT SITE MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS**

COUNTY: BROWARD  
SECTION: 86050000  
STATE RD: A1A (SE 17<sup>th</sup> Street)  
PERMIT: 2024-L-491-00011

- *Conocarpus erectus* (Green Buttonwood) to be maintained at 8' min. clear trunk.
  - *Brachychiton acerifolius* (Flame Tree) to be maintained at 8' min. clear trunk.
  - *Caesalpinia granadillo* (Bridal Veil Tree) to be maintained at 8' min. clear trunk.
  - *Jacaranda mimosifolia* (Jacaranda) to be maintained at 8' min. clear trunk.
  - *Peltophorum dubium* (Yellow Poinciana) to be maintained at 8' min. clear trunk.
2. Remove suckering growth from base and clear trunk areas for single and multi-trunked trees on an annual basis, Green Buttonwood, Bridal Veil, Flame Tree, Jacaranda, and Yellow Poinciana on a as needed to maintain clear site.
3. 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 on a schedule adhering to city ordinances.
4. 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.
5. Maintain the vertical height and spread of:
- *Clusia rosea* trimmed to maintain visibility and shaped to a standard shrub form with a clear 4" trunk. Height not to exceed 8'. Spread not to exceed 5'.
  - *Guaiaacum sanctum* trimmed to maintain visibility and shaped to a standard shrub form with a clear 4" trunk. Height not to exceed 8'. Spread not to exceed 5'.
  - *Myrcianthes fragrans* trimmed to maintain visibility and shaped to a standard shrub form with a clear 4" trunk. Height not to exceed 8'. Spread not to exceed 5'.
  - *Tabebuia bahamensis* trimmed to maintain visibility and shaped to a standard shrub form with a clear 4" trunk. Height not to exceed 8'. Spread not to exceed 5'.
  - *Rhapis excelsa* to its natural form and growth pattern. Height not to exceed 72". Spread not to exceed 60".
  - *Serenoa repens* 'silver' to its natural form and growth pattern. Height not to exceed 36" and spread not to exceed 24".
  - *Strelitzia nicolai* to its natural form and growth pattern. Height not to exceed 60". spread not to exceed 48".
  - *Ficus macrocarpa* 'green island' to its natural form full to ground. Height not to exceed 24".
  - *Hymenocallis latifolia* to its natural form full to ground. Height not to exceed 18".
  - *Liriope muscari* to its natural form and growth pattern. Height not to exceed 18".
  - *Nephrolepis exaltata* to its natural form and growth pattern. Height not to exceed 15".
  - *Zamia pumila* to its natural form and growth pattern. Height not to exceed 24".
6. Inspect groundcovers and shrubs on a quarterly basis for maintaining full ground coverage.

COUNTY: BROWARD  
SECTION: 86050000  
STATE RD: A1A (SE 17<sup>th</sup> Street)  
PERMIT: 2024-L-491-00011

7. Evaluate plant material monthly for pests, diseases, drought stress or general decline. If required, follow the integrated pest management program established by the Agency to ensure healthy plants.
8. Inspect the irrigation system performance monthly to ensure the system is providing 100% coverage, does not have sections of low pressure, heads and valves are clean and clear of debris and any damaged irrigation components (i.e., spray nozzles, spray heads, valve boxes, etc.) are repaired or replaced.

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

7. Evaluate plant material monthly for pests, diseases, drought stress or general decline. If required, follow the integrated pest management program established by the Agency to ensure healthy plants.

#### LIST OF EXHIBITS

8. Inspect the irrigation system performance monthly to ensure the system is providing 100% coverage, does not have sections of low pressure, heads and valves are clean and clear of debris and any damaged irrigation components (i.e., spray nozzles, spray heads, valve boxes, etc.) are repaired or replaced.
- Exhibit A - Maintenance Limits  
Exhibit B - Landscape Improvement Plans  
Exhibit C - Resolution

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 - Maintenance Limits  
Exhibit B - Landscape Improvement Plans  
Exhibit C - Resolution


COUNTY: BROWARD  
SECTION: 86180000  
STATE ROAD: A1A  
PERMIT: 2024-L-491-00011

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


CITY OF FORT LAUDERDALE

By:   
Dean J. Trantalis,  
Mayor

22 day of May, 2025

By:   
Rickelle Williams  
City Manager

ATTEST:

By:   
David R. Solomon  
City Clerk

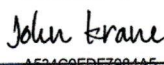
(SEAL)

Approved as to form and correctness  
D'Wayne M. Spence,  Attorney

By:   
Kimberly Cunningham Mosley  
Assistant City Attorney




STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

DocuSigned by:  
By:   
A534C9FDF7884A5...  
John P. Krane, P.E.  
Director of Transportation Development

06/05/2025 | 5:37 PM EDT  
Date: \_\_\_\_\_

DocuSigned by:  
Attest:   
402219D4C1084D9...  
Alia Chanel (or designee, Madeline Young)  
Executive Secretary

(SEAL)

Signed by:  
Legal Review:   
43DE89B3D3BF464...  
Pamela G. Eidelberg (or designee)  
Assistant General Counsel, District 4

COUNTY: BROWARD  
SECTION: 86180000  
STATE ROAD: A1A  
PERMIT: 2024-L-491-00011

## EXHIBIT A

### MAINTENANCE LIMITS

#### I. 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 / 17<sup>th</sup> 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)

#### II. MAINTENANCE LIMITS FOR AMENDMENT #21:

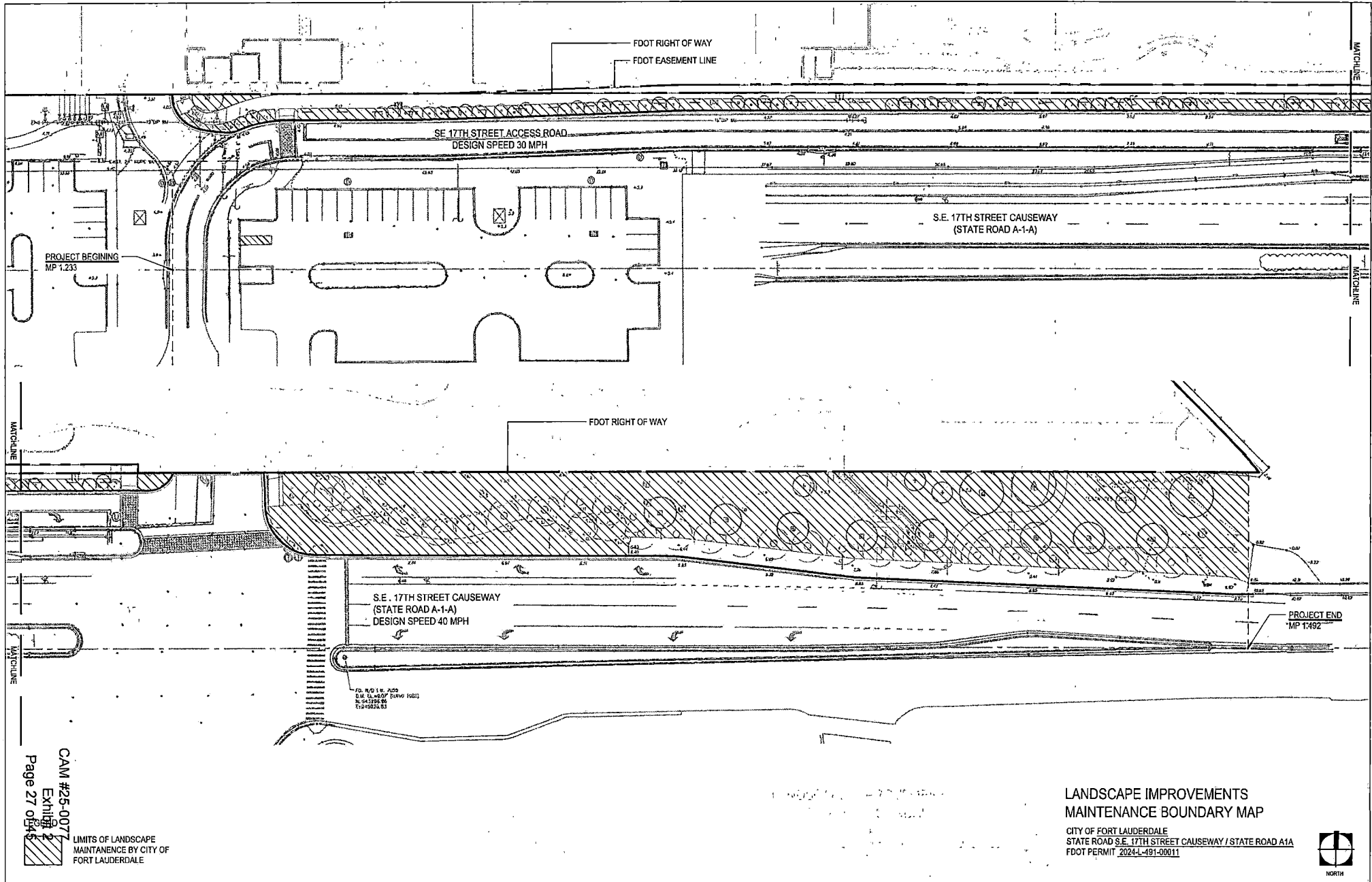
##### Section Number 86180000 (A1A)

State Road A1A (Ocean Boulevard) from MP 1.233 to 1.492

#### III. AMENDMENT #21 MAINTENANCE BOUNDARY 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 S.E. 17TH STREET CAUSEWAY / STATE ROAD A1A  
 FDOT PERMIT 2024-L-491-00011



COUNTY: BROWARD  
SECTION: 86180000  
STATE ROAD: A1A  
PERMIT: 2024-L-491-00011

**EXHIBIT B**

**LANDSCAPE IMPROVEMENT PLANS**

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

Please see attached plans prepared by: Jeffrey Suiter, PLA  
EDSA

Date: October 14, 2024

**LANDSCAPE IMPROVEMENT PLANS**

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

Please see attached plans prepared by: Jeffrey Suiter, PLA  
EDSA

Date: October 14, 2024

## PIER 66 HOTEL & MARINA

FORT LAUDERDALE, FL. 33316

FDOT PERMIT 2024-L-491-00011

JULY 31, 2024

REVISION 2 - OCTOBER 14, 2024

STATE ROAD A1A

2301 SE 17th STREET

FORT LAUDERDALE, FL. 33316

SR A1A DESIGN SPEED = 40 MPH AND  
17TH STREET RAMP ACCESS ROAD

DESIGN SPEED = 30 MPH



## SHEET INDEX

- |       |                       |
|-------|-----------------------|
| L1.01 | TREE DISPOSITION PLAN |
| L1.02 | TREE DISPOSITION PLAN |
| L1.03 | TREE DISPOSITION PLAN |
| L1.04 | TREE DISPOSITION LIST |
| L3.00 | HARDSCAPE SCHEDULE    |
| L3.01 | SITE PLAN             |
| L3.02 | SITE PLAN             |
| L3.03 | SITE PLAN             |
| L4.01 | HARDSCAPE DETAILS     |
| L5.00 | LANDSCAPE SCHEDULE    |
| L5.01 | PLANTING PLAN         |
| L5.02 | PLANTING PLAN         |
| L5.03 | PLANTING PLAN         |
| L6.00 | LANDSCAPE NOTES       |
| L6.01 | LANDSCAPE DETAILS     |
| L6.02 | LANDSCAPE DETAILS     |

Tree Disposition  
removed from  
plan.

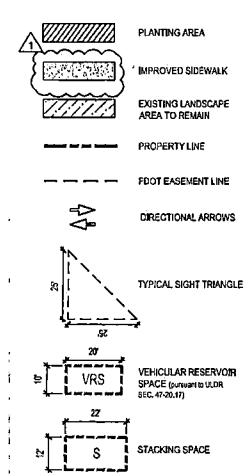
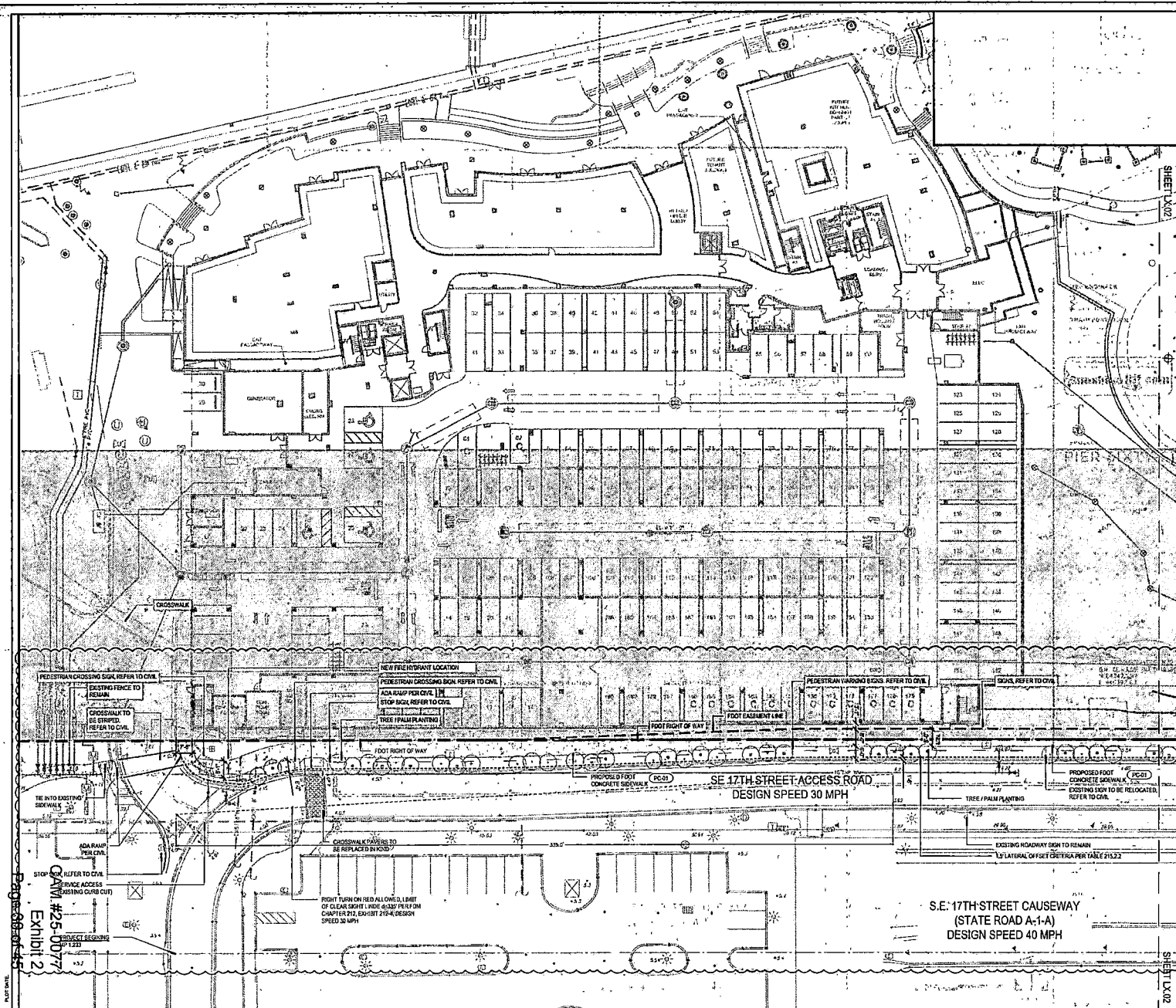


## CONSULTANTS

PLANNING  
LANDSCAPE ARCHITECTURE  
URBAN DESIGN

1512 E. BROWARD BOULEVARD, SUITE 110  
FORT LAUDERDALE, FLORIDA 33301 USA  
TEL: 954.524.3330 C000001





**PROJECT TEAM:**  
 HOTEL ARCHITECT  
 H&A ARCHITECTS, INC.  
 200 S. 10th St.  
 MIAMI, FL 33130  
 EXISTING TOWER ARCHITECT /  
 HOTEL INTERIOR DESIGN  
 SHAW GROUP INC. / SHAW ARCHITECTS, INC.  
 2001 MARKET STREET  
 CAMDEN, NJ 08105  
 CONDO + VILLA ARCHITECT  
 GARCIA STROMBERG / GSA STROMBERG  
 1300 WEST PALM BEACH BLVD. 18  
 WEST PALM BEACH, FL 33411  
 RESIDENCE ARCHITECT  
 PRELIMINARY DESIGN GROUP  
 1511 EAST BOWLING BLVD., SUITE 110  
 FT. LAUDERDALE, FL 33301  
 CIVIL ENGINEER  
 FLYNN ENGINEERING SERVICES, PA  
 301 COMMERCIAL BLVD.  
 LAUDERDALE BY THE SEA, FL 33308  
 MEP ENGINEER  
 CAPAC SERVICE INC.  
 2001 WEST PALM BLVD.  
 MIAMI, FL 33130  
 TRANSPORTATION  
 OCEANWAVE, INC.  
 10010 E. 10th COURT  
 CORAL SPRINGS, FL 33067

---

**PROJECT:**  
**PIER SIXTY-SIX**  
 HOTEL & MARINA

**OWNER:**  
 LANDMARK DEVELOPMENT COMPANY  
 8000 TANGIERS LANE BLVD., SUITE 200  
 ORLANDO, FL 32817

---

**KEY PLAN**

**REVISION**

NO.	DESCRIPTION	DATE
1	Revised General Notes	07/31/24

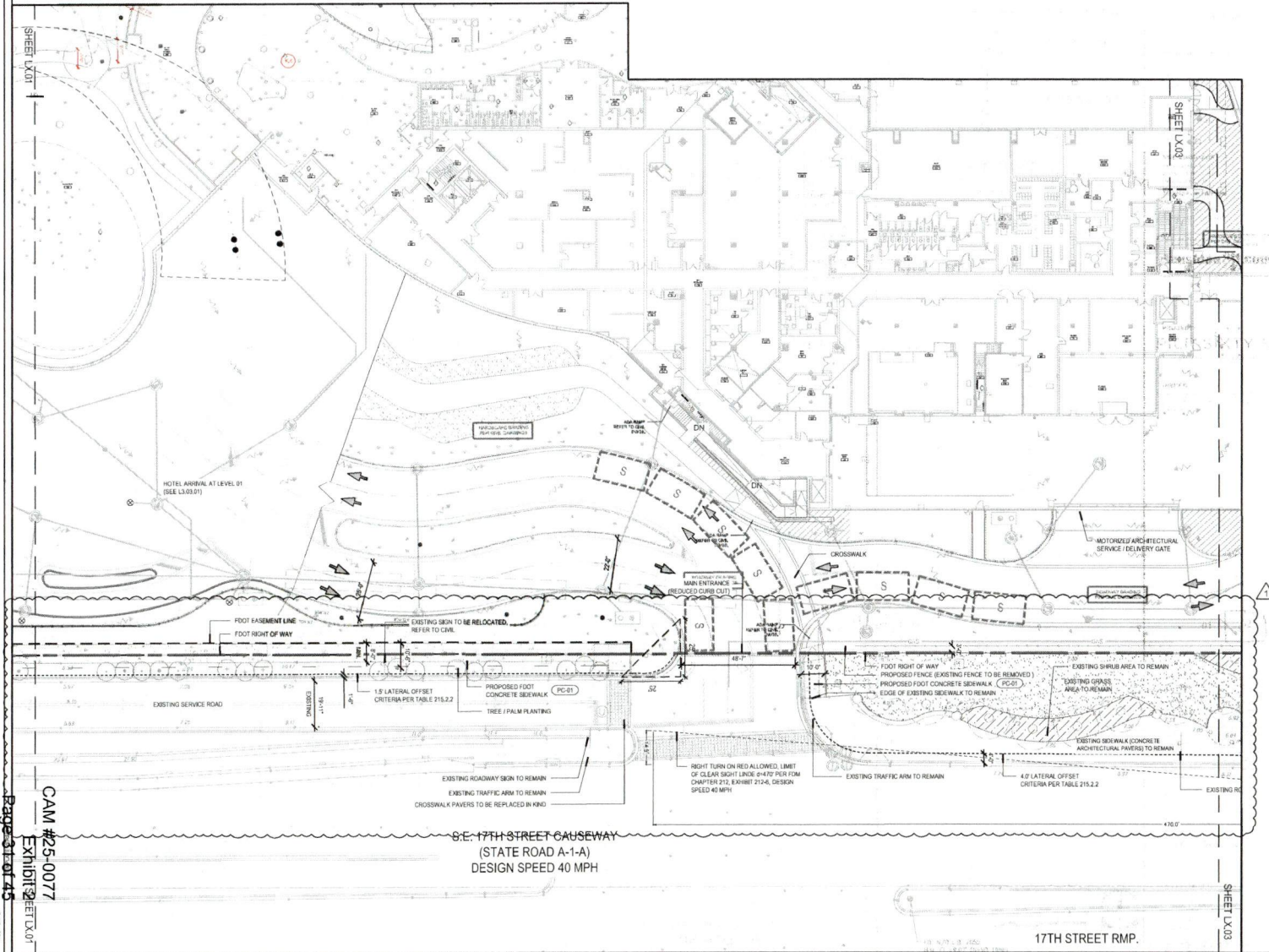
**PROJECT #**  
 20980.000

**SUBMITTAL DATE**  
 JULY 31, 2024

**ISSUE**  
 FOOT - SUBMITTAL

**SHEET TITLE**  
 SITE PLAN

**SHEET NO.**  
**L3.01**



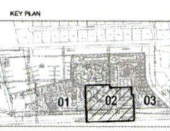
- PLANTING AREA
- IMPROVED SIDEWALK
- EXISTING LANDSCAPE AREA TO REMAIN
- PROPERTY LINE
- FDOT EASEMENT LINE
- DIRECTIONAL ARROWS
- TYPICAL SIGHT TRIANGLE
- VEHICULAR RESERVOR SPACE (pursuant to UDOT SEC. 41-26.17)
- STACKING SPACE

**PROJECT TEAM:**  
**HOTEL ARCHITECT**  
 H&A ARCHITECTS, INC.  
 804 FORD ST.  
 202 EAST ROBINSON STREET, SUITE 400  
 ORLANDO, FL 32801  
**EXISTING TOWER ARCHITECT / HOTEL INTERIOR DESIGN**  
 GAROFY DESIGN INC. / O&A ARCHITECTS, INC.  
 2021 MARINE STREET  
 PHILADELPHIA, PA 19103  
**CONDO / VILLA ARCHITECT**  
 GAROFY DESIGN INC. / O&A STUDIOS  
 2021 MARINE STREET, SUITE 18  
 WEST PALM BEACH, FL 33411  
**RESIDENCE ARCHITECT**  
 PHE: KEVIN DESIGN GROUP  
 812 W. FARRINGTON AVE.  
 WINTER PARK, FL 32789  
**LANDSCAPE ARCHITECT**  
 EDSA  
 1214 EAST BROWARD BLVD., SUITE 110  
 FT. LAUDERDALE, FL 33301  
**CIVIL ENGINEER**  
 FLYNN ENGINEERING SERVICES, PA  
 281 COMMERCIAL BLVD.  
 LAUDERDALE BY THE SEA, FL 33308  
**MEP ENGINEER**  
 EDP & M SERVICES, INC.  
 2801 WESTWALL LANE  
 AUSTIN, TX 78751  
**TRANSPORTATION**  
 DC ENGINEERING, INC.  
 10713 N.W. 14TH COURSE  
 CORAL SPRINGS, FL 33067



**PROJECT:**  
**PIER SIXTY-SIX**  
**HOTEL & MARINA**

**OWNER:**  
 TRANSCORP DEVELOPMENT COMPANY  
 8800 TOWNES LAKES BLVD., SUITE 200  
 ORLANDO, FL 32837



**REVISION**

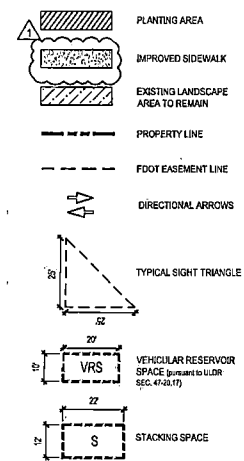
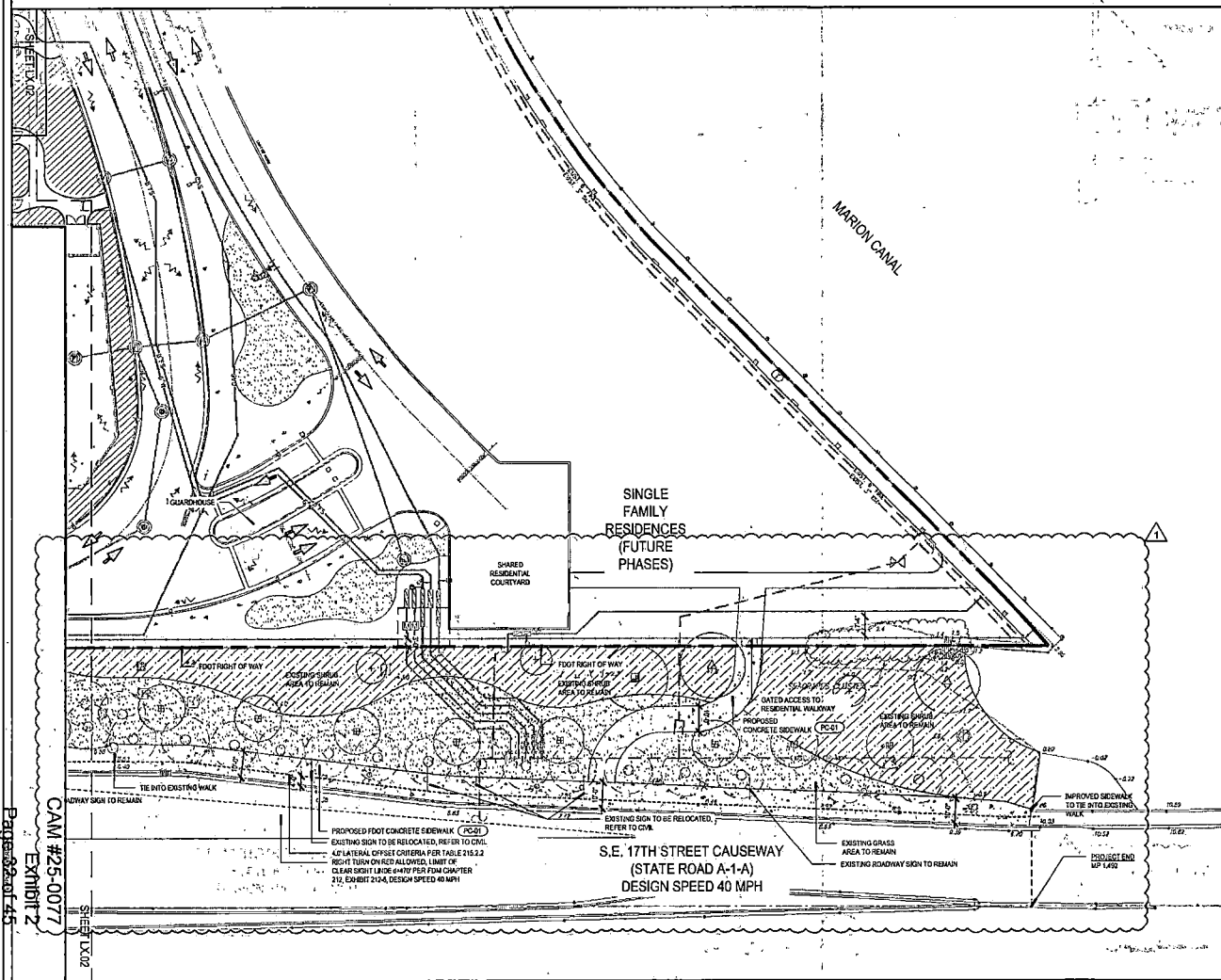
NO.	DESCRIPTION	DATE
1	Issue (11/14/24) Rev. 01/24/24	11/14/24

**PROJECT #**  
 20960.000  
**SUBMITTAL DATE**  
 JULY 31, 2024  
**ISSUE**  
 FDOT - SUBMITTAL  
**SHEET TITLE**  
 SITE PLAN  
**SHEET NO.**  
**L3.02**

**FDOT LANDSCAPE PERMIT**  
 NUMBER 2024-L-491-00011

0 20 40  
 NORTH

CAM #25-0077  
 Exhibit 2  
 Page 31 of 45



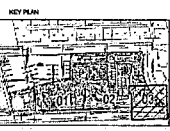
**edsa**

**PROJECT TEAM:**  
**HOTEL ARCHITECT**  
 HCA ARCHITECTS, INC.  
 8540 NW 15TH  
 221 EAST KENDALL STREET, SUITE 400  
 ORLANDO, FL 32837  
**EXISTING TOWER ARCHITECT / HOTEL INTERIOR DESIGN**  
 SHAWP DESIGN INC., 1000 ARCHITECTS, INC.  
 2071 MARKET STREET  
 PHILADELPHIA, PA 19103  
**CONCEPT VILLA ARCHITECT**  
 GARCIA STRONACH PO BOX 21000  
 2801 WEST PARKWAY SUITE 10  
 WEST PALM BEACH, FL 33411  
**RESIDENCE ARCHITECT**  
 PHELPS DE SODEN GROUP  
 8520 N. FORDHAM AVE.  
 WINTER PARK, FL 32789  
**LANDSCAPE ARCHITECT**  
 EDSA  
 1111 EAST BROADWAY BLVD., SUITE 110  
 FT. LAUDERDALE, FL 33301  
**CIVIL ENGINEER**  
 FLYNN ENGINEERING SERVICES, PA  
 2101 COMMERCIAL BLVD.  
 LAUDERDALE BY THE SEA, FL 33009  
**MEP ENGINEER**  
 CIPRIAN ENGINEERS INC.  
 2901 WESTWIND LANE  
 JANTLAND, FL 33155  
**TRANSPORTATION**  
 DC ENGINEERS, INC.  
 12043 HWY 139E/COURT  
 CORAL SPRING, FL 32931

**SunshineFL.com**

**PROJECT:**  
**PIER SIXTY-SIX**  
**HOTEL & MARINA**

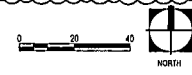
**OWNER:**  
 TRANSITION DEVELOPMENT COMPANY  
 4800 TRANSITION LAKES BLVD., SUITE 200  
 ORLANDO, FL 32837



REVISION	DATE
1. Revision by EDSA	07/31/2024

**PROJECT #**  
 20980.000  
**SUBMITTAL DATE**  
 JULY 31, 2024  
**ISSUE**  
 FOOT - SUBMITTAL  
**SHEET TITLE**  
 SITE PLAN

**FOOT LANDSCAPE PERMIT**  
 NUMBER 2024-L-491-00011



CAM #25-0077  
 Exhibit 2  
 Page 22 of 45

**L3.03**

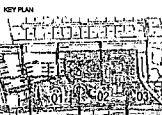


**PROJECT TEAM:**  
**HOTEL ARCHITECT**  
H&A ARCHITECTS, P.C.  
3001 15TH STREET, SUITE 400  
ORLANDO, FL 32801  
**EXISTING TOWER ARCHITECT /**  
**HOTEL INTERIOR DESIGN**  
DANIEL REID INC. / D&R ARCHITECTS, P.C.  
3121 MARKET STREET  
PHILADELPHIA, PA 19104  
**CONDO + VILLA ARCHITECT**  
GARCIA STRONGER RO / GSA STUDIOS  
2380 N.W. PARKWAY SUITE 18  
WEST PALM BEACH, FL 33411  
**RESIDENCE ARCHITECT**  
P.H. JONES DESIGN GROUP  
910 W. FORT MEYER AVE.  
WINTER PARK, FL 32789  
**LANDSCAPE ARCHITECT**  
EDSA  
1111 EAST BROADWAY BLVD., SUITE 110  
FLA. HARBOR, FL 33507  
**CIVIL ENGINEER**  
FLYNN ENGINEERING & DESIGN, P.A.  
311 COMMERCIAL BLVD.  
LAUDERDALE BEACH, FL 33308  
**MEP ENGINEER**  
ESP-LE SERVICES INC.  
2801 WINTERHALL LANE  
MARTIN, FL 32111  
**TRANSPORTATION**  
DE ENGINEERS, INC.  
10701 NW 15TH COURT  
CORAL SPRING, FL 32731



**PROJECT:**  
**PIER SIXTY-SIX**  
**HOTEL & MARINA**

**OWNER:**  
TAVETOCK DEVELOPMENT COMPANY  
880 TAVETOCK LANE & BLVD., SUITE 200  
ORLANDO, FL 32837

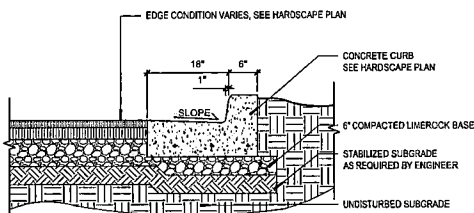


REVISION	NO.	DESCRIPTION	DATE
1	1	Revised to include comments	08/05/24

**PROJECT #**  
20960.000  
**SUBMITTAL DATE**  
JULY 31, 2024  
**ISSUE**  
FDOT - SUBMITTAL

**SHEET TITLE**  
HARDSCAPE  
DETAILS

**SHEET NO.**  
**L4.01**



**NOTES:**  
1. SEE ENGINEER'S DRAWINGS FOR  
REINFORCEMENT REQUIREMENTS

**1 CONCRETE 'F' CURB**  
SCALE - 1"=1'-0"

**FDOT LANDSCAPE PERMIT**  
NUMBER 2024-L-491-00011



PROJECT TEAM:

HOTEL ARCHITECT

H&A ARCHITECTS, INC.  
800 ANDREWS  
201 EAST BROWARD STREET, SUITE 400  
OAKLAND, FL 33071

EXISTING TOWER ARCHITECT /

HOTEL INTERIOR DESIGN

DAROFF DESIGN INC. / ORA ARCHITECTS, INC.  
201 MARKET STREET  
PHILADELPHIA, PA 19103

CONDO - VILLA ARCHITECT

GARCIA STICKERBERG DESIGN STUDIOS  
200 WEST PARKWAY SUITE 10  
WEST PALM BEACH, FL 33411

RESIDENCE ARCHITECT

P&B DESIGN GROUP  
1515 EAST BROWARD BLVD.  
WEST PALM BEACH, FL 33411

LANDSCAPE ARCHITECT

EDSA  
1515 EAST BROWARD BLVD., SUITE 110  
WEST PALM BEACH, FL 33411

CIVIL ENGINEER

LYNN ENGINEERING SERVICES, PA.  
261 COMMERCE BLVD.  
LAUDERDALE BY THE SEA, FL 33308

MEP ENGINEER

EDSA  
1515 EAST BROWARD BLVD., SUITE 110  
WEST PALM BEACH, FL 33411

TRANSPORTATION

DC ENGINEERS, INC.  
1212 NW 13TH COURT  
CORAL SPRING, FL 32931

PROJECT:

PIER SIXTY-SIX

HOTEL & MARINA

OWNER

THUNDERBOLT DEVELOPMENT COMPANY  
800 WEST BROWARD BLVD., SUITE 200  
OAKLAND, FL 33071

REVISION

NO. DESCRIPTION DATE

1. Revisions to Schedule 09/07/2024

2. Revision to Schedule 09/07/2024

PROJECT #

20960.000

SUBMITTAL DATE

JULY 31, 2024

ISSUE

FOOT - SUBMITTAL

SHEET TITLE

LANDSCAPE

SCHEDULE

SHEET NO.

L5.00

FDOT PLANTING SCHEDULE

CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	SIZE	SPACING	REMARKS
BA	4	Banksia laevis	Flame Tree	100 gal	12' HT x 8' SPR	4'	Standard, 8' Minimum clear trunk
CG	1	Cassipouira grandis	Royal Palm Tree	100 gal	12' HT x 8' SPR	4'	Standard, 8' Minimum clear trunk
CE	8	Conocarpus erectus	Buttonwood	100 gal	12' HT x 8' SPR	4'	Standard, 8' Minimum clear trunk
JM	11	Jacaranda mimosifolia	Jacaranda	100 gal	12' HT x 8' SPR	4'	Standard, 8' Minimum clear trunk
PP	2	Platanus dubia	Yellow Platanus	100 gal	12' HT x 8' SPR	4'	Standard, 8' Minimum clear trunk

CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	SIZE	SPACING	REMARKS
CR	10	Cordia rosea	Rich Apple	Standard	8' HT x 5' SPR	2'	Standard, Single Straight Trunk, 4' C.T.
GS	8	Gouania caribaea	Upright Vine	Standard	8' HT x 5' SPR	2'	Standard, Single Straight Trunk, 4' C.T.
MF	20	Melastomae frutescens	Simpson Slooper	Standard	8' HT x 5' SPR	2'	Standard, Multi-trunk
TD	14	Tournefortia bicolor	White Tabebuia	Standard	8' HT x 5' SPR	2'	Standard, Single Straight Trunk, 4' C.T.

NOTE: TREES AND SHRUBS STANDARD FORM TO BE MAINTAINED TO MEET THE REQUIREMENTS OF THE FDOT MAINTENANCE RATING PROGRAM (MRP) STANDARDS.

CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	SIZE	SPACING	REMARKS
HEX	3	Hesperis matronalis	Star of David	Standard	8' HT x 5' SPR	2'	Standard, Single Straight Trunk, 4' C.T.
SES-2	10	Sesuvium portulacastrum	Silver Star Palm	Standard	8' HT x 5' SPR	2'	Standard, Single Straight Trunk, 4' C.T.
STN	15	Stenandrium tomentosum	Star of David	Standard	8' HT x 5' SPR	2'	Standard, Single Straight Trunk, 4' C.T.

CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	SIZE	SPACING	REMARKS
FM	1	Ficus microcarpa	Green Island	Standard	24" HT x 18" SPR	18" o.c.	
HVM	488	Hymenocallis littoralis	Spider Lily	Standard	18" HT x 18" SPR	24" o.c.	
LM	113	Liriodendron tulipifera	Emerald Goddess Lily	Standard	24" HT x 18" SPR	30" o.c.	
NCE	70	Nerium oleander	Golden Fern	Standard	18" HT x 12" SPR	18" o.c.	
ZAM	284	Zamia pumila	Coastal Cycad	Standard	24" HT x 24" SPR	24" o.c.	

FDOT GENERAL NOTES

1. GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY 2024-25 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 SPECIFICATIONS:

Florida Department of Transportation, FY 2024-25 Standard Specifications for Road and Bridge Construction at the following website: <https://www.fdot.gov/programmanagement/implemented/specbooks>

3. 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 ARCHITECT.

5. 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 BROWARD OPERATIONS CENTER OR STOCKPILED IN THOSE AREAS AS DIRECTED BY THE DEPARTMENT, INCLUDING ASPHALT MILLINGS.

FDOT PLANTING NOTES

1. 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.

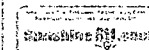
Online Reference: [SECTION 580 \(fdotwww.blob.core.windows.net\)](https://www.fdot.com/blob.core/windows.net)

2. For the portion of landscape plant material that will be installed within the FDOT Right of Way refer to the FDOT Standard Plans Index 580-001 Landscape Installation.

Online Reference: [580-001.pdf \(fdotwww.blob.core.windows.net\)](https://www.fdot.com/blob.core/windows.net)

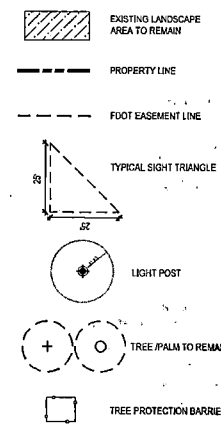
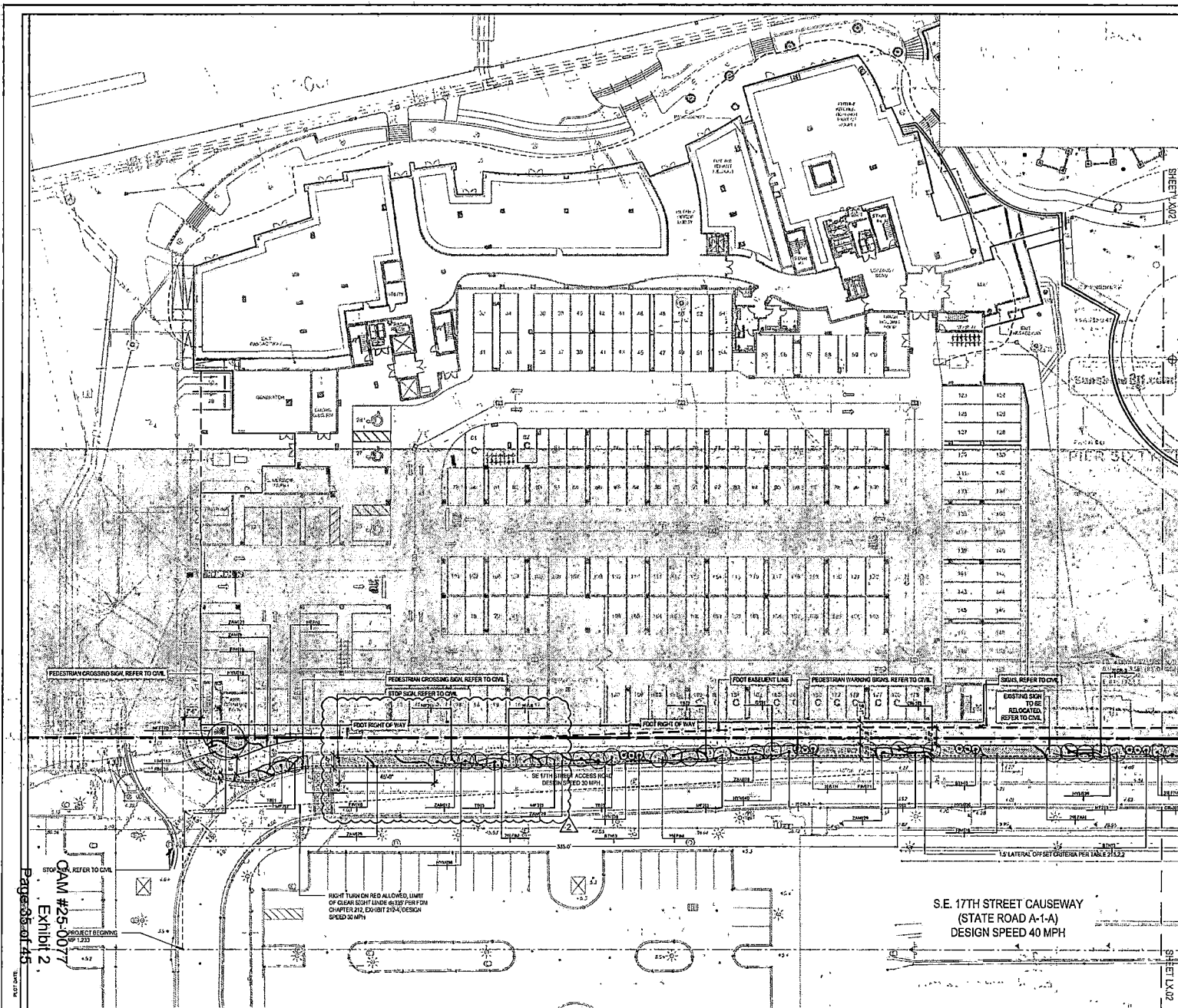
3. CYPRESS MULCH IS NOT PERMITTED ON FDOT RIGHT OF WAY. MULCH PERMITTED TO BE USED ARE HARDWOOD MULCH (CONTAINING NO CYPRESS PRODUCTS), RECYCLED MULCH OR APPROVED EQUAL, CERTIFIED BY THE MULCH AND SOIL COUNCIL (MSC). SUBMIT PROOF OF CERTIFICATION TO THE FDOT DISTRICT OPERATIONS PERMIT LANDSCAPE INSPECTOR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

4. SODDED AREAS WILL BE IN ACCORDANCE WITH STANDARD PLANS INDEX 570-010 AND STANDARD SPECIFICATIONS SECTIONS 162, 570-981, 982, 983, 987 OF THE DEPARTMENT'S LATEST EDITION OF GOVERNING DESIGN STANDARDS AND STANDARD SPECIFICATIONS. ALL DISTURBED AREAS WILL BE SODDED WITHIN ONE (1) WEEK OF INSTALLATION OF SAID PERMITTED WORK.



PIER SIXTY-SIX

FDOT LANDSCAPE PERMIT  
NUMBER 2024-L-491-00011



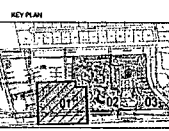
**edsa**

**PROJECT TEAM:**  
**HOTEL ARCHITECT:**  
 HKS ARCHITECTS, INC.  
 500 N. MIAMI  
 225 EAST FORTSON STREET, SUITE 400  
 ORLANDO, FL 32801  
**EXISTING TOWER ARCHITECT:**  
 HKS ARCHITECTS, INC.  
 500 N. MIAMI  
 225 EAST FORTSON STREET, SUITE 400  
 ORLANDO, FL 32801  
**CONDO + VILLA ARCHITECT:**  
 DANIEL J. COHEN, INC. + DANIEL COHEN ARCHITECTS, P.C.  
 2001 N. MIAMI STREET  
 PHILADELPHIA, PA 19103  
**RESIDENCE ARCHITECT:**  
 DANIEL J. COHEN, INC. + DANIEL COHEN ARCHITECTS, P.C.  
 2001 N. MIAMI STREET  
 PHILADELPHIA, PA 19103  
**LANDSCAPE ARCHITECT:**  
 EDWARDS + KELCEY  
 1000 EAST BROADWAY, SUITE 110  
 FT. LAUDERDALE, FL 33301  
**CIVIL ENGINEER:**  
 ELYON ENGINEERING SERVICES, P.A.  
 381 COMMERCE BLVD.  
 LAUDERDALE, FL 33301  
**MEP ENGINEER:**  
 ELYON ENGINEERING SERVICES, P.A.  
 381 COMMERCE BLVD.  
 LAUDERDALE, FL 33301  
**TRANSFORMATION:**  
 DEE ENGINEERING, INC.  
 1775 N.W. 13TH AVENUE  
 CORAL SPRING, FL 32909

**SunshineFL.com**

**PROJECT:**  
**PIER SIXTY-SIX  
 HOTEL & MARINA**

**OWNER:**  
 MARITIME DEVELOPMENT COMPANY  
 8800 TAYLOR LANE, SUITE 800  
 ORLANDO, FL 32817



**REVISION**

NO.	DESCRIPTION	DATE
1	Revised to include 10' buffer zone	06/15/24
2	Revised to include 10' buffer zone	06/15/24

**PROJECT #**  
 20960.000

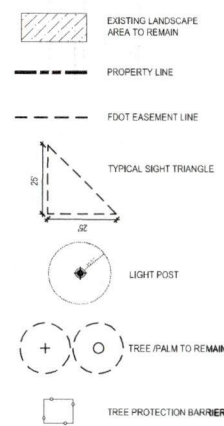
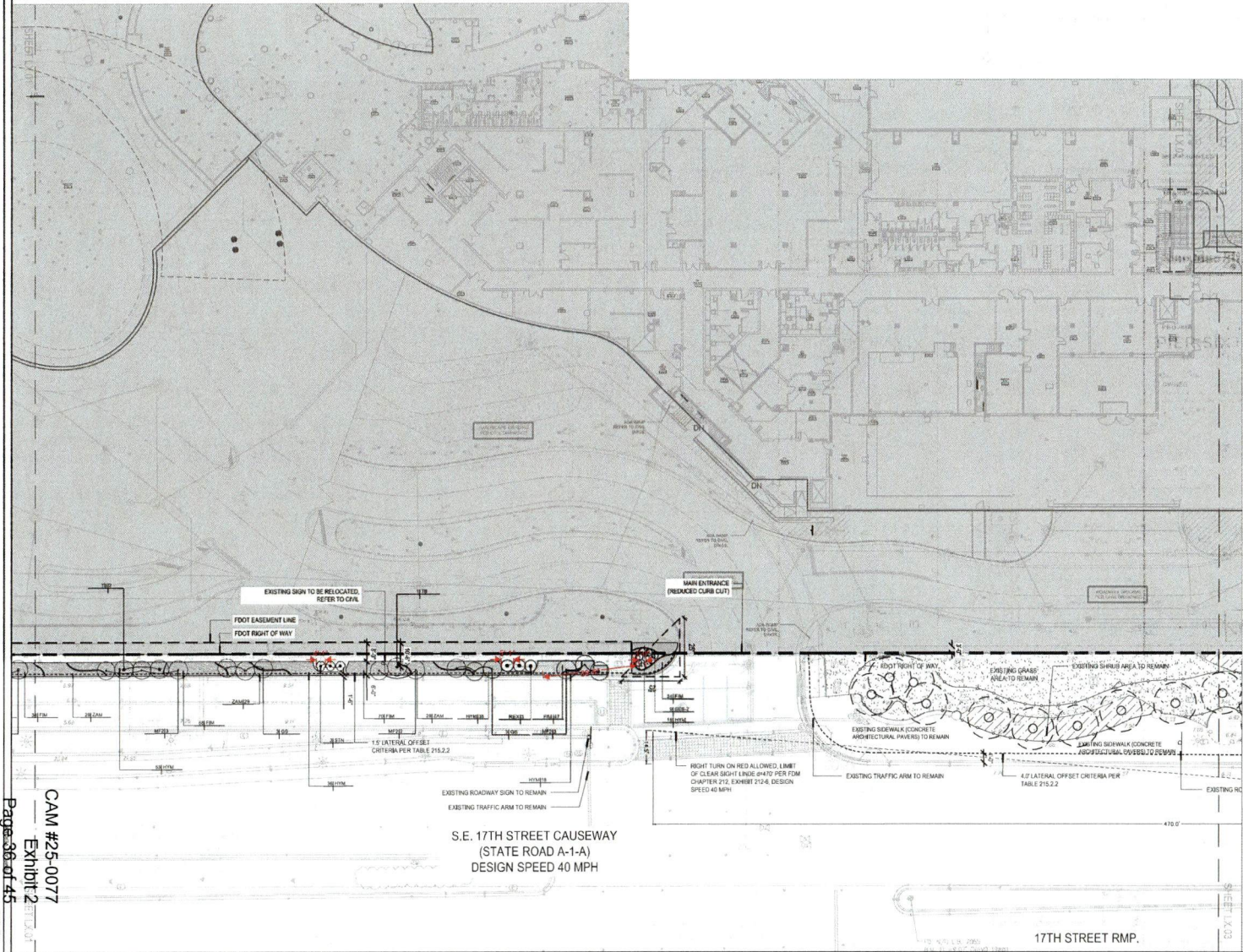
**SUBMITTAL DATE**  
 JULY 31, 2024

**ISSUE**  
 FDOT - SUBMITTAL

**SHEET TITLE**  
 PLANTING PLAN

**SHEET NO.**  
**L5.01**

Page 35 of 45  
 CAM #25-0077  
 Exhibit 2



**edca**

**PROJECT TEAM:**

**HOTEL ARCHITECT**  
HND ARCHITECTS, INC.  
804 FIRST ST.  
221 EAST ROBINSON STREET, SUITE 408  
ORLANDO, FL 32801

**EXISTING TOWER ARCHITECT / HOTEL INTERIOR DESIGN**  
SANDOFF DESIGN INC. / ODA ARCHITECTS, INC.  
2101 MARKET STREET  
PHILADELPHIA, PA 19103

**CONDO + VILLA ARCHITECT**  
GARCIA STRONBERG / GSA STUDIOS  
2380 WEST PARKWAY SUITE 18  
WEST PALM BEACH, FL 33411

**RESIDENCE ARCHITECT**  
PHE KEAN DESIGN GROUP  
812 W. FARMERDALE AVE.  
WINTER PARK, FL 32789

**LANDSCAPE ARCHITECT**  
EDCA  
1812 EAST BROWARD BLVD., SUITE 110  
FT. LAUDERDALE, FL 33301

**CIVIL ENGINEER**  
FLYNN ENGINEERING SERVICES, PA  
241 COMMERCIAL BLVD.  
LAUDERDALE BY THE SEA, FL 33309

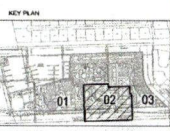
**MEP ENGINEER**  
EDCAP SERVICES INC.  
2901 WESTHALL LANE  
BARTLETT, IL 60015

**TRANSPORTATION**  
DC ENGINEERS, INC.  
12013 14TH COURT  
CORAL SPRINGS, FL 33067



**PROJECT:**  
**PIER SIXTY-SIX**  
HOTEL & MARINA

**OWNER:**  
TRANSCOLOR DEVELOPMENT COMPANY  
8801 TAMBOROCK LAKES BLVD., SUITE 200  
ORLANDO, FL 32817



**REVISIONS**

NO.	DESCRIPTION	DATE
1	Revised to include 17th Street	11/15/2023
2	Revised to include 17th Street	11/15/2023

**PROJECT #**  
20960.000

**SUBMITTAL DATE**  
JULY 31, 2024

**ISSUE**  
FOOT - SUBMITTAL

**SHEET TITLE**  
PLANTING PLAN

**SHEET NO.**  
**L5.02**

FOOT LANDSCAPE PERMIT  
NUMBER 2024-L-491-00011





1. All existing trees to remain and all relocated plant material shall be

17. Landscape Contractor shall upgrade all areas disturbed by plant removal, relocation and/or installation work. Landscape Contractor shall replace and/or install new plants and/or trees and existing plant material destroyed or damaged by plant removal, relocation, and/or installation work.
18. Site distance containers must be maintained for clear site visibility from City (302) inches to street - no (72) inches, tree trunks excluded as specified.
19. Curing / Sealing practices shall not permit new, loose, spurs, or debris to generate and/or surface of road or paths, and plants rejected due to this practice shall be replaced at the Contractor's expense.
20. Rutted, impaled, weeds, grass, plastic bags, etc., must be cut and removed from site and (15) of rock back.
21. Trees grown in grow bags or growing type material are not allowed;
22. All planting materials shall meet or exceed Florida Grade 1 as specified in the American Standards for Nursery Plants and Part 6, Palms and Trees current edition.
23. All landscape and specifications shall meet or exceed the minimum standards as shown in the City of Ft. Lauderdale codes.
24. The Contractor shall not relocate or destroy any existing trees or palms on site before appropriate tree relocation and clearing, and grubbing permits are obtained from the City.
25. The Contractor shall be responsible for the full guarantee of all plant material for a minimum of (12) months from the date substantial completion. Substantial completion constitutes the beginning of guarantee period.
26. All highly invasive exotic plants must be removed from the downwind path, and all other areas must also be maintained free from invasive exotic plants in perpetuity.

- ## PLANTING SPECIFICATIONS
1. The Contractor is responsible for maintaining, in full all planting area (producing, weeding, spraying, mulching, mowing, fertilizing, etc.) until the job is accepted, in full, by the Owner and/or Landscape Architect.
  2. All root balls shall conform to the size standards set forth in "American Standards for Nursery Stock."
  3. The Contractor shall be responsible for the transport and delivery to final location with shade cloth or other acceptable means of minimum preservation.
  4. All trees must be potted or taken care of within the stated timeframes.
  5. The Contractor shall plant material shall be installed in a secure, well-ventilated manner and according to accepted good planting and tree relocation procedures with the quality of plant material as hereinafter described. All elements of landscaping shall be installed so as to meet all applicable ordinances and other requirements.
  6. There shall be no holes or catches used on trees or plants. Handle with two (2) minimum width nylon straps.
  7. Contractor shall assure drainage and penetration of all glazing prior to installation of plant material. Contractor shall dig 12" deep pits with water before planting to assure that proper drainage and penetration is available. Contact if required to assure proper drainage. Contractor is responsible for replacement of all plants due to limited drainage after planting.
  8. Contractor is required final acceptance of planting in writing. If it works, a satisfactory and complete an account of the planting, correct documents, from the Owner and the Landscape Architect shall release the project as complete.
  9. Contractor is required to protect plant material within one (1) week of written notice.
  10. Contractor shall enclose all plant material throughout and completely to a three (3") depth of hole, as specified.
  11. Plant Material which is not installed in the direction of the landscape architect or owner will become the property of the contractor unless materials are returned on time. The Contractor shall provide the Owner a receipt for any plant material not on site.

4. The *Centropomus* community assemblages in the 2000 study

1. The Contractor is responsible for maintaining, in full of planting areas (including wetlands, spraying, mowing, weeding, fertilizing, etc.) until the job is accepted, in full, by the Owner and/or Landscape Architect.
2. All root balls shall conform to the size standards set forth in "American Standards for Nursery Stock".
3. All plant material shall be protected during transport and delivery to final location with shade cloth or other acceptable means of windbreak protection.
4. All trees must be sprayed with insecticide on the date(s) \_\_\_\_\_.
5. All acceptable All plant material shall be installed in a sound, workman-like manner and according to accepted good planning and tree relocation procedures with the quality of plant materials as hereinafter described. All elements of landscape shall be installed so as to meet all applicable ordinances and code requirements.
6. There shall be no chains or cables used on trees or palms. Handles with two (2) minimum width nylon straps or equivalent.
7. Contractor shall ensure protection and preservation of all planting pits prior to installation of plant material. Contractor shall fill all pits with water before planting to ensure that proper drainage and aeration is achieved. Current if required to insure permeation. Contractor is responsible for replacement of all plants to replace any that are lost or damaged.
8. Contractor to request final acceptance prior to writing. If all work is satisfactory and complete in accordance with conditions of contract documents, then the Owner and the Landscape Architect shall declare the project work complete.
9. Contractor to replace rejected plant material within one (1) week of written notice.
10. Contractor shall excavate all plant material throughout and completely to a three (3) (3) depth of loess, weed as specified.
11. Plant Material which is not installed at the direction of the landscape architect or owner will become the property of the contractor unless it becomes reinstalled on site. The Contractor shall provide the owner a credit for any plants installed on the site.

1. All plants noted for removal shall be removed and properly disposed of off-site.

1. All plants except rose removal shall be removed and properly disposed of after contractor's expense unless otherwise noted.
2. Apply Roundup (manufactured by Monsanto Corp. or equal) according to manufacturer's rate and specification for use on the plants to be killed. Protect existing plants in radius from overexposure or spray on most zone. Contractor to ensure full weed eradication from all areas to be planted.
3. Before replanting topsoil, rake subsoil surface down of stumps (1" diameter and larger), debris, rubbish, and other non-removed plant material.
4. Strictly subsoil to a depth of six inches (6").
5. Contractor to apply "Sulfur" or equal, or approved pre-emergent herbicide in accordance with manufacturer's label.
6. Seed 1-2.02 for seed specifications.
7. Florida plant shall be free of undesirable materials that would be harmful to plant growth, shall be free of nematodes, insects, and other undesirable material, and shall have a pH value between 5.5 and 5.8. If plants are not F.O.R.D., Florida plant shall be disked to make free of all waste and other undesirable wastes.
8. Topsoil shall be natural, fertile, agricultural soil capable of sustaining vigorous plant growth. It shall be of an open composition (brownish, with structure of silt). It shall be free of stones, clumps, or plants in their root zone. Topsoil shall be suitable for use in the landscape. Contractor to determine depth of four inches (4") throughout all areas to be landscaped.
9. Remove all stumps (1" in areas to be landscaped).
10. Remove all stumps and other objects over one (one) (1") in diameter.
11. Contractor shall remove all stumps and other objects below top of surrounding pavement grade. This allows room for 2" to 3" depth space below top pavement.
12. Smooth topsoil (minimum to two inches (2")) below finish grade in areas to be seeded.
13. Topsoil need not be extremely acid or alkaline, nor contain toxic materials which may be harmful to plant growth. Contractor shall test soil in the area to be seeded for pH. If the Contractor shall apply the appropriate amendment adjusting soil pH to assure an pH range of 5.5 to 6.5.
14. Finish grade of topsoil areas to smooth, even surface, ensuring positive drainage away from base structures.
15. Contractor shall ensure preservation and drainage of all existing pipes prior to planting. Contractor will be responsible for all plants lost due to the lack of proper protection.
16. Contractor to remove debris and excess material daily from job site. Contractor shall remove all staking of trees and plants after twelve (12) hours of use.
17. Contractor shall provide a substantial completion.

GENERAL NOTE	9	Display as
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All losses are

### 1.1 WORK TO BE PERFORMED AND WORK INCLUDED

- PART II - PRODUCTS

## 2.1 PLANTING SOIL

- ## 2.2 Soil Amendments

## 2.2. Data Preprocessing

- ### PART II - EXECUTION

## 2.1. BACKGROUND

- ### 3.1 PREPARATION FOR RELOCATION OF TREES AND PALMS
- A. Crown Pruning
- 1. Broadleaf Trees: All areas are to be trimmed by following the crown only, and not by the trunk. The crown is to be "clean" - free of rotten and ill-fitted standards, including dead wood. All dead areas are to be removed. Any existing vines on trees including cables and machinery are to be removed.
  - 2. Palms: Remove all dead fronds and bowels fronds, leaving 5-11 youngest fronds. For Small Palms only, cut back all fronds in a "humpage" cut prior to transplanting unless otherwise indicated. The field to be landscaped.
- B. Fertilization and Watering
- 1. Preparation
    - a. All Trees and Palms to be relocated shall be treated with rooting agents, fertilizer, root stimulants, and soil conditioner at the time of relocation. See specification for details.
    - b. Form and maintain an open 3' high outside the prepared root ball prior to weeding and apply 3" approved mulch within 2 weeks. Water application shall transfer the root ball to the active zone.

## Determine the...

Trees shall be handled in such a way as to avoid damage to bark and limbs subject to support cables or chains. Attach padded support cables or chains at multiple points where possible.

Trees shall be properly wrapped during moving so trunks will not be scarred and damaged and to avoid broken limbs. Broken limbs or scarred trunks shall cause tree to be unacceptable and rejected at the Owner's option. Root balls and foliage shall be kept

**Backfilling** - Flood basin and try to settle tree into best position and to remove air pockets. Continue to flood root ball as planting and is deposited to insure removal of all air pockets. Produce saucer to retain water per drawings.

watered daily for a period of six (6) weeks after transplanting. The irrigation system is designed for maintaining plant material only, and does not provide the volume of water required immediately after transplanting. Set time to run daily, to provide an equivalent of 6" of rain per week for 30 days, then reduce to equivalent of 3" per week.

of relocated trees and palms that are to be relocated in later project phases, or in the current phase. The holding area shall be of sufficient size to allow for temporary planting of trees and palms without undue crowding.

excavated and  
monitored in

construction. All on site trees to remain shall be supplied with temporary irrigation to remain operable until permanent irrigation is operable. Existing irrigation system to be demolished may be utilized as the temporary irrigation system.

outside the tree drip line/edge of tree canopy to the extent practical, prior to any construction activity.

1. Contractors shall provide a complete irrigation system

1. Contractor shall provide a complete irrigation system and into the existing field and landscape and specified areas.
2. The contractor shall provide irrigation products and design of the system to the landscape architect for review to installation.
3. The source of the proposed irrigation system shall be municipal water, contractor to field verify meter and water source location, for review by the landscape architect or owner.
4. The irrigation system shall be configured to accommodate existing lines and patios.
5. All landscape areas shall be irrigated in accordance with all locality requirements.
6. Irrigation system shall be designed and installed in accordance with the Florida irrigation society standards and specifications for turf and landscape irrigation systems. (revised June 10, 1988)
7. Irrigation coverage shall be 100% to 50% overlap and the system shall include an approved rain moisture sensor.
8. Irrigation to be electrically controlled and fully automatic from an approved water source.
9. Controller shall be expanded to accommodate 2 additional zones for all lighting.
10. Cables shall be utilized for all irrigation under landscape areas for all irrigation.
11. Remove existing irrigation equipment which interferes with any construction, this includes, but not limited to, controller, emitter tubes, pipe, quick couplers, backflow preventers, strainers and other accessories. The contractor is responsible to make the existing system function through the construction process.
12. Concrete thrust blocks to be utilized where main line runs. Main lines shall have a depth of 24" min. laterals shall have a depth of 10" or deeper.
13. Place all pipe below and out of top of gravel under main lines and in vertical to the finish grade. Place all main lines and laterals in a trench and backfill with 3" or better 1/2" max. and under landscape, backflow preventer, all devices shall be placed in horizontal and vertical position, all pipes to be supported on 4" concrete blocks before they are activated.
14. Landscape contractor shall coordinate all planning with irrigation work. Irrigation system and ensure that adequate water is available before beginning planting operation. Irrigation system will then provide sufficient quantities of water for newly planted materials, the landscape contractor is responsible for the irrigation system.

Along with 111 bus, 14 business days before you can be  
 have long-term within budget and control.  
**Sunshine811.com**

1. Revised 31 October 2004 00175024

**20960.000**

JULY 31, 2024

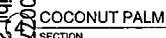
FDOT - SUBMITTAL

**SHEET TITLE**  
**LAUNCHPAD**

## NOTES

SHEET NO.

## Notes



\*Must call 811 two full business days before you dig to  
 have underground utilities located and marked.  
**Sunshine 811.com**

**OWNER**  
TAVISTOCK DEVELOPMENT COMPANY  
6460 TAVISTOCK LAKES BLVD., SUITE 200  
ORLANDO, FL 32827

### KEY PLAN

[illegible]

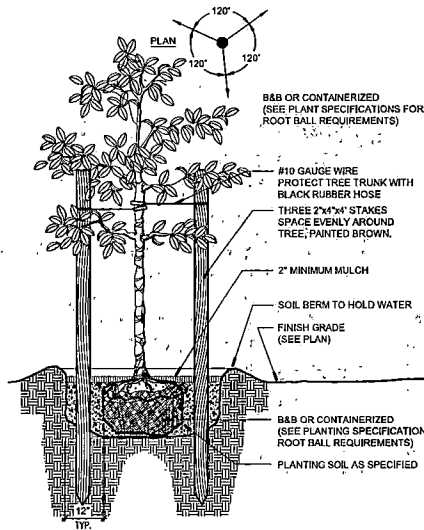
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**20960.000**  
SUBMITTAL DATE  
**JULY 31, 2024**  
ISSUE  
**EDOT - SUBMITTAL**

**SHEET TITLE**  
**LANDSCAPE**  
**DETAILS**

SHEET NO.

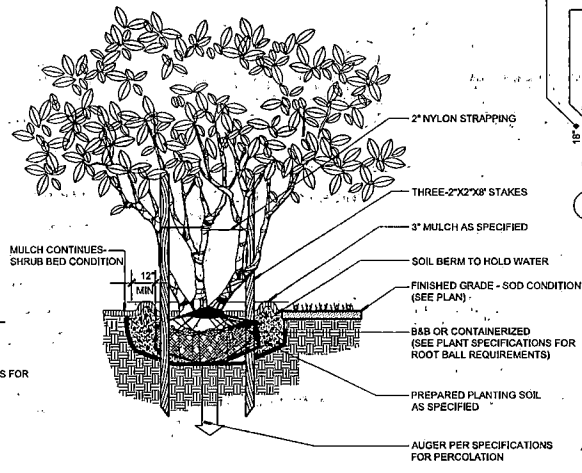
## L6.01

FDOT LANDSCAPE PERMIT  
NUMBER 2024-L-491-00011



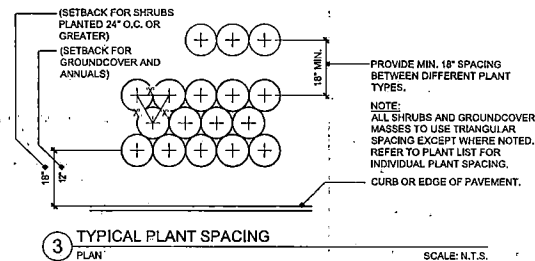
1 SMALL TREE - 3" CALIPER OR LESS  
SECTION

SCALE: 1"=1'-0"



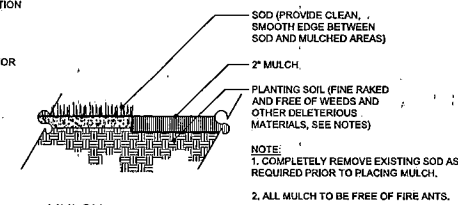
2 MULTI-TRUNK TREE  
SECTION

SCALE: 1"=1'-0"



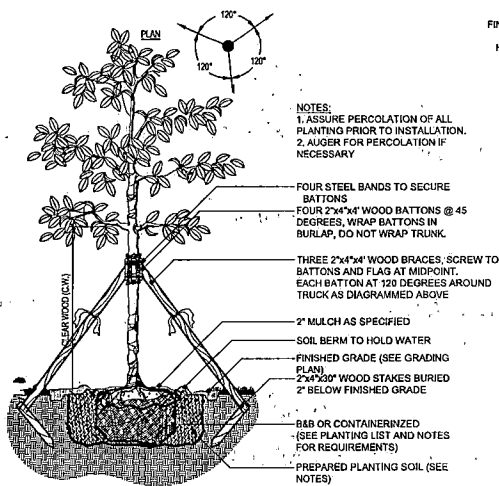
3 TYPICAL PLANT SPACING  
PLAN

SCALE: N.T.S.



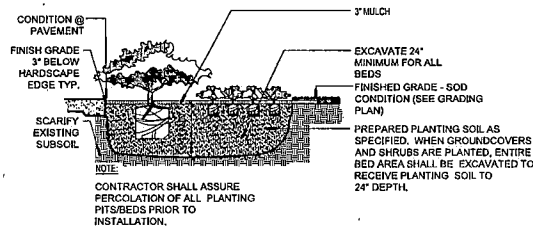
4 MULCH  
SECTION

SCALE: 1"=1'-0"



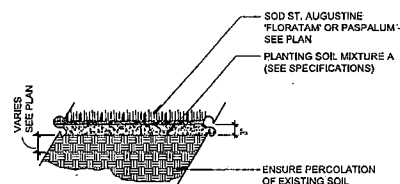
5 LARGE TREE - GREATER THAN 3" CALIPER  
SECTION

SCALE: 1/2"=1'-0"



6 SHRUB AND GROUNDCOVER  
SECTION

SCALE: N.T.S.



7 SODDING  
SECTION

SCALE: N.T.S.

**PROJECT TEAM:**  
**HOTEL ARCHITECT**  
H&A ARCHITECTS, PC  
304 N. WINDY  
201 EAST RICHMOND STREET, SUITE 400  
ORLANDO, FL 32801  
**EXISTING TOWER ARCHITECT / HOTEL INTERIOR DESIGN**  
GARDNER DESIGN INC. 100 ANDERSON BLVD.  
3101 MARSH STREET  
PINEAPPLE PARK, FL 33613  
**CONDO + VILLA ARCHITECT**  
GARCIA STRONBERG OSA & TUDHOPE  
2301 WEST PARKWAY SUITE 100  
WEST PALM BEACH, FL 33411  
**RESIDENCES ARCHITECT**  
PINE OAK DESIGN GROUP  
815 W. FARMERS AVE.  
WINTER PARK, FL 32789  
**LANDSCAPE ARCHITECT**  
ES&A  
10111 EAST BROWNSWELVE, GATE 110  
FT. LAUDERDALE, FL 33301  
**CIVIL ENGINEER**  
FLYNN ENGINEERING SERVICES, PA  
301 GONZALES BLVD.  
LAUDERDALE BY THE SEA, FL 33308  
**MEP ENGINEER**  
ESP/US SERVICES INC  
3801 WESTHALL LANE  
NORTH AND, FL 33151  
**TRANSPORTATION**  
DC ENGINEERS, INC  
11040 NW 15TH COURT  
CORAL SPRINGS, FL 33071



## PROJECT: PIER SIXTY-SIX HOTEL & MARINA

**OWNER**  
TAVISTOCK DEVELOPMENT COMPANY  
840 TAVISTOCK LANE BLVD., SUITE 210  
ORLANDO, FL 32837

### KEY PLAN

VERSION	NO.	DESCRIPTION	DATE
1	1	Revised to Correct	08/05/24

**PROJECT #**  
20960.000  
**SUBMITTAL DATE**  
JULY 31, 2024  
**ISSUE**  
FDOT - SUBMITTAL  
**SHEET TITLE**  
LANDSCAPE  
DETAILS

FDOT LANDSCAPE PERMIT  
NUMBER 2024-L-491-00011

SHEET NO.

**L6.02**

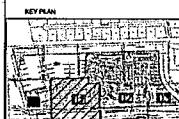


**PROJECT TEAM:**  
**HOTEL ARCHITECT**  
H&A ARCHITECTS, INC.  
8041 130TH  
201 EAST HENDON STREET, SUITE 408  
ORLANDO, FL 32817  
**EXISTING TOWER ARCHITECT / HOTEL INTERIOR DESIGN**  
DANIEL BISHOP, 100 ARCHITECTS, PC  
221 MARKET STREET  
PHILADELPHIA, PA 19103  
**CONDO & VILLA ARCHITECT**  
GARCIA STRONBERG USA STUDIOS  
2880 WEST PARKWAY SUITE 8  
WEST PALM BEACH, FL 33411  
**RESIDENCE ARCHITECT**  
P&B RESIDENCE GROUP  
8710 FARMINGTON AVE.  
WINTER PARK, FL 32789  
**LANDSCAPE ARCHITECT**  
ECOA  
1110 EAST BOWMAN BLVD., SUITE 110  
FT. LAUDERDALE, FL 33301  
**CIVIL ENGINEER**  
FLYNN ENGINEERING SERVICES, PA  
241 COMMERCIAL BLVD.  
LAUDERDALE BY THE SEA, FL 33301  
**MEP ENGINEER**  
ECP/IN SERVICE, INC.  
2014 BERTHILL LANE  
MARTIN LUTHER KING, JR. BLVD.  
LAUDERDALE, FL 33311  
**TRANSPORTATION**  
DC ENGINEERING, INC.  
12013 NW 13TH COURT  
ORLANDO, FL 32817



**PROJECT:**  
**PIER SIXTY-SIX  
HOTEL & MARINA**

**OWNER:**  
TAMMISTON DEVELOPMENT COMPANY  
8801 TRANSCENT LANE BLVD., SUITE 200  
ORLANDO, FL 32817



REVISION	NO.	DESCRIPTION	DATE
1	FOOT PERMIT	2020.08.27	
2	FOOT PERMIT REVIEW	2020.09.14	
3	FOOT PERMIT REVIEW	2020.09.14	
4	REVISIONS	2020.09.14	

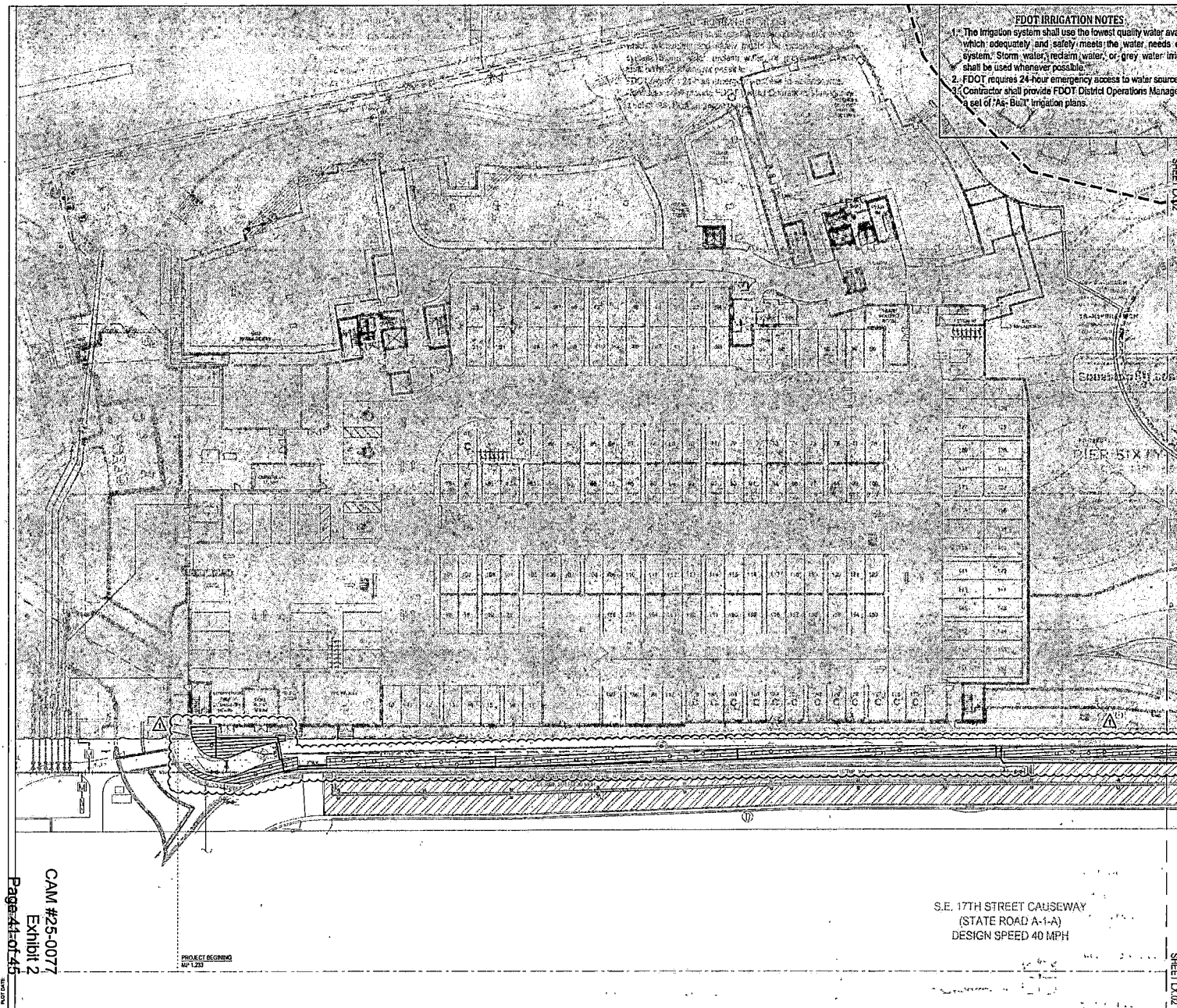
**PROJECT #**  
20950.000  
**SUBMITTAL DATE**  
JUNE 20, 2020  
**ISSUE**  
FOOT - SUBMITTAL  
FOOT LANDSCAPE PERMIT NUMBER  
2020-L-491-00020  
9-601 TITLE  
**IRRIGATION PLAN**

**SHEET NO.**  
**L7.01**

**FDOT IRRIGATION NOTES:**

1. The Irrigation system shall use the lowest quality water available which adequately and safely meets the water needs of the system. Storm water, reclaimed water, or grey water irrigation shall be used whenever possible.
2. FDOT requires 24-hour emergency access to water source.
3. Contractor shall provide FDOT District Operations Manager with set of "As-Built" Irrigation plans.

1. The Irrigation system shall use the lowest quality water available which adequately and safely meets the water needs of the system. Storm water, reclaimed water, or grey water irrigation shall be used whenever possible.





PROJECT TEAM:

**HOTEL ARCHITECT**  
H&A ARCHITECTS, INC.  
3544 170TH ST  
235 EAST HOBSON STREET, SUITE 405  
ORLANDO, FL 32801

**EXISTING TOWER ARCHITECT /  
HOTEL INTERIOR DESIGN**  
DRAFT DESIGN INC. / DDA ARCHITECTS, P.C.  
2111 MARKET STREET  
PHILADELPHIA, PA 19103  
**CONCRETE & VILLA ARCHITECT**  
GANGA STROMBERG DESIGNS  
2345 WEST PARKWAY SUITE 10  
WEST PALM BEACH, FL 33411

**RESIDENCE ARCHITECT**  
P&B DESIGN GROUP  
8575 W. FARGO AVE.  
WINTER PARK, FL 32789

**LANDSCAPE ARCHITECT**  
edsa  
1111 EAST BROWARD AVE., SUITE 110  
FT. LAUDERDALE, FL 33301

**CIVIL ENGINEER**  
FLYNN ENGINEERING & DESIGN, P.A.  
241 COMMERCIAL BLVD.  
LAUDERDALE BEACH, FL 33308

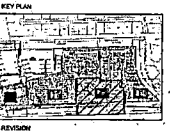
**MEP ENGINEER**  
EXP-10 ENGINEERING  
2001 WEST PALM AVE  
WINTER PARK, FL 32789

**TRANSPORTATION**  
DC ENGINEERS, P.C.  
12145 HWY 17N, SUITE 200  
CORAL SPRING, FL 32935



**PROJECT:**  
**PIER SIXTY-SIX**  
HOTEL & MARINA

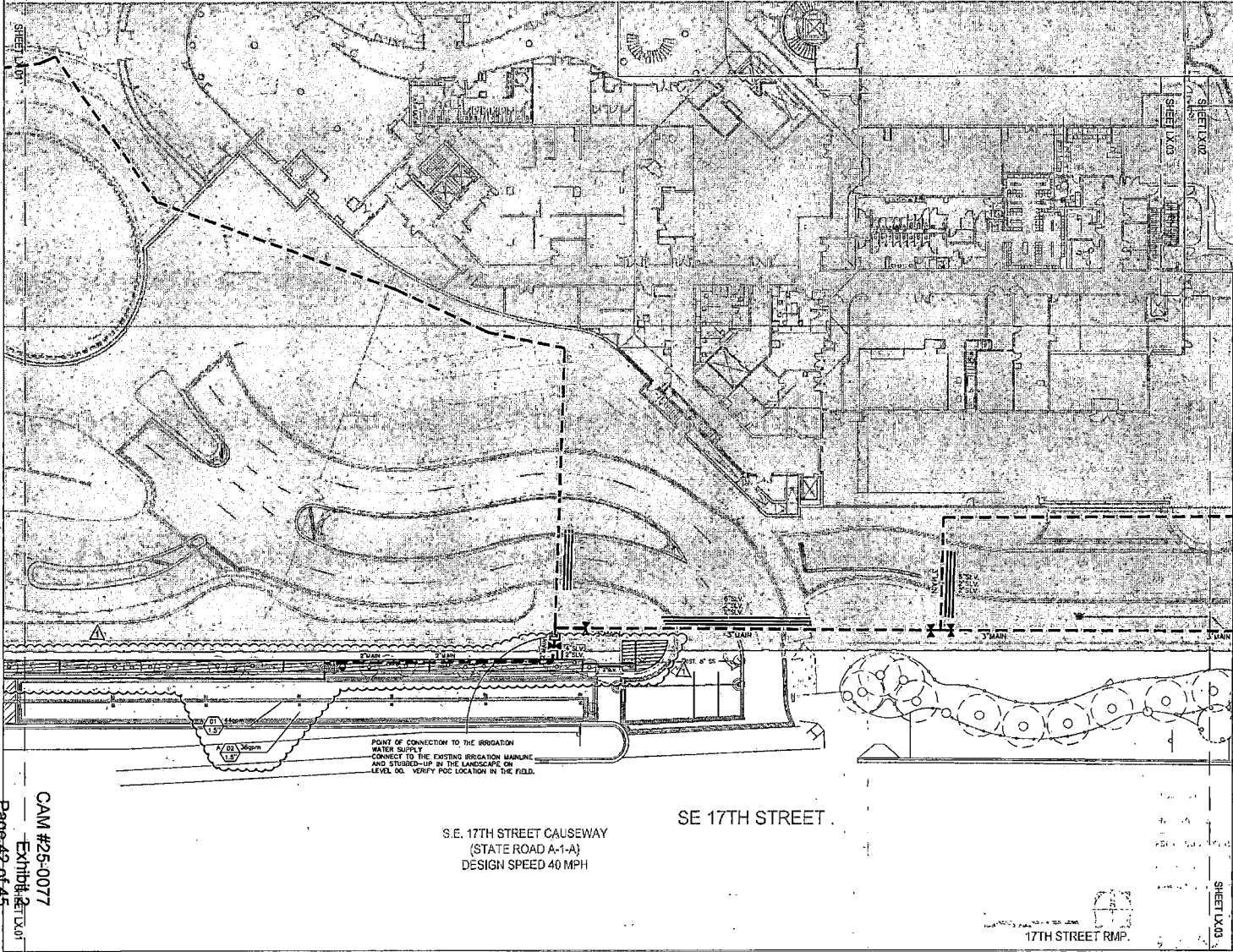
**OWNER:**  
TRANSCORP DEVELOPMENT COMPANY  
6900 TAMMOC LAKE BLVD., SUITE 200  
ORLANDO, FL 32837



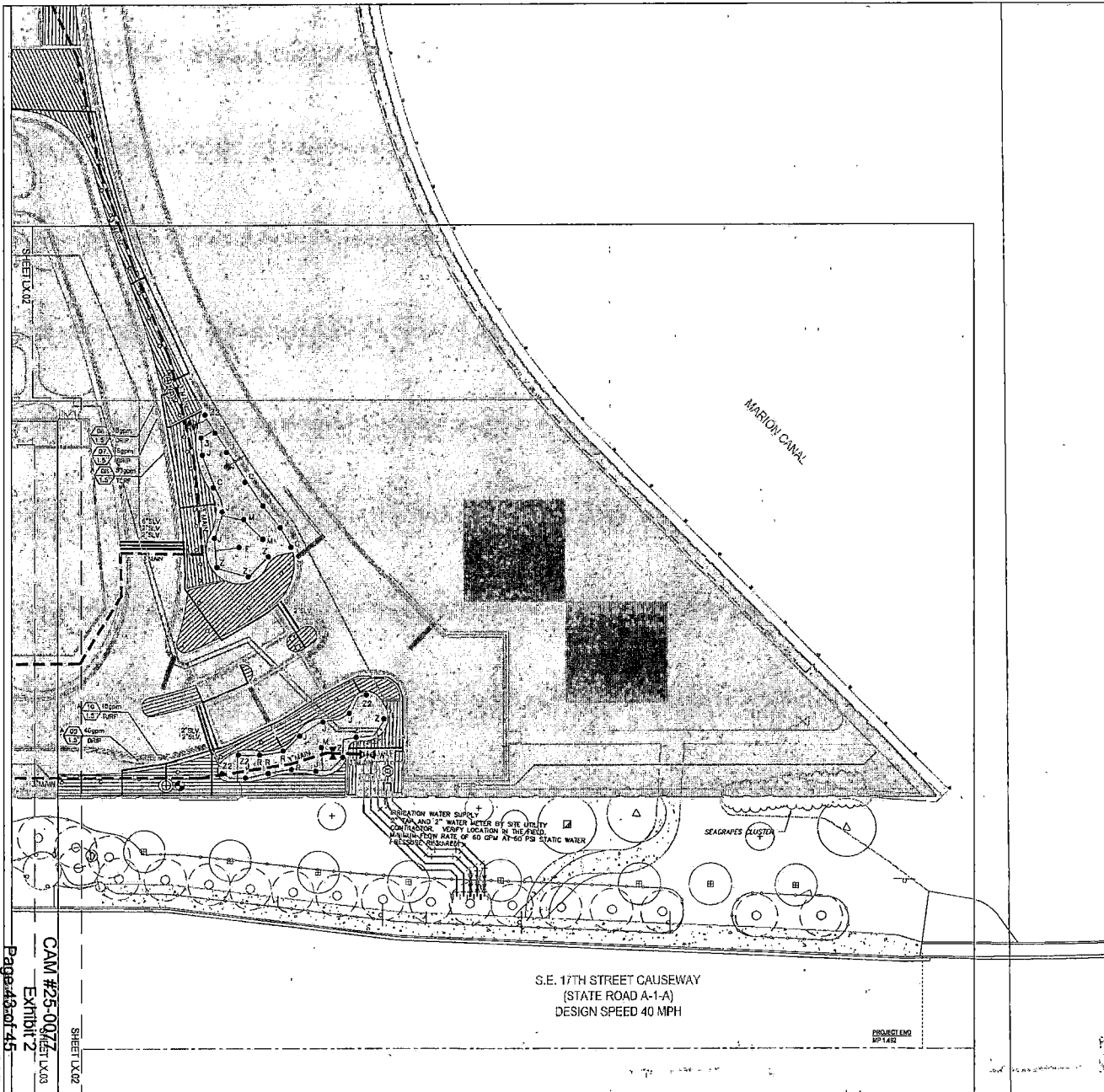
REVISION	NO.	DESCRIPTION	DATE
FOOT PERMIT			
PLAN REVIEW	2020.06.25		
FOOT PERMIT REVIEW	2020.07.04		
FOOT PERMIT REVIEW	2020.07.04		
REVISION 1	2020.07.08		

**PROJECT #**  
20960.000  
**ISSUED DATE**  
JUNE 29, 2020  
**ISSUE**  
FOOT - SUBMITTAL  
FOOT LANDSCAPE PERMIT NUMBER  
2020-4-01-00020  
**SHEET TITLE**  
IRRIGATION PLAN

**SHEET NO.**  
**L7.02**



CAM #25-0077  
Exhibit A  
Page 42 of 45  
DATE



CAM #25-00761X03  
Exhibit 2  
Page 43 of 45  
SHEET X02



**PROJECT TEAM:**

**HOTEL ARCHITECT**

H&S ARCHITECTS, INC.  
325 EAST HERRING STREET, SUITE 403  
ORLANDO, FL 32801

**EXISTING TOWER ARCHITECT /**

HOTEL INTERIOR DESIGN  
DARTY DESIGN INC. - DD ARCHITECTS, P.C.  
215 MARKET STREET  
PHILADELPHIA, PA 19103

**CONVISED VILLA ARCHITECT**

GARCIA STROMBERG DESIGN STUDIOS  
280 VISTA PARKWAY SUITE 14  
WEST PALM BEACH, FL 33411

**RESIDENCE ARCHITECT**

PHIL REYNOLDS GROUP  
812 W. PARADISE AVE.  
WINTER PARK, FL 32789

**LANDSCAPE ARCHITECT**

EDSA  
1512 EAST BROWARD BLVD., SUITE 110  
FT. LAUDERDALE, FL 33301

**CIVIL ENGINEER**

FLYNN ENGINEERING SERVICES, PA  
241 COMMERCIAL BLVD.  
LAUDERDALE BY THE SEA, FL 33308

**MEP ENGINEER**

EDF CONSULTING INC.  
2801 WESTVALE LANE  
MAYLAND, FL 32751

**TRANSPORTATION**

DC ENGINEERS, P.C.  
12042 NW 12TH COURT  
CORAL SPRINGS, FL 33071



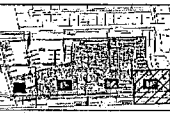
**PROJECT:**

**PIER SIXTY-SIX  
HOTEL & MARINA**

**OWNER:**

YANBURO DEVELOPMENT COMPANY  
680 TAMMOC LAKE BLVD. SUITE 200  
ORLANDO, FL 32807

**KEY PLAN**



REVISION NO.	DESCRIPTION	DATE
1	FOOT PERMIT PLAN REVIEW	2021-08-25
2	FOOT PERMIT REVIEW	2022-01-14
3	FOOT PERMIT REVIEW	2022-01-14
4	REVISION 1	2024-02-05

**PROJECT #**

20960.000

**SUBMITTAL DATE**

JUNE 29, 2020

**FOOT - SUBMITTAL**

FOOT LANDSCAPE PERMIT NUMBER

2024-401-0000

**SHEET TITLE**

**IRRIGATION PLAN**

**SHEET NO.**

**L7.03**



COUNTY: BROWARD  
SECTION: 86180000  
STATE ROAD: A1A  
PERMIT: 2024-L-491-00011

**EXHIBIT C**

**RESOLUTION**

This Exhibit forms an integral part of the LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the FLORIDA DEPARTMENT OF TRANSPORTATION and the AGENCY.

*Please see attached*



#### CERTIFICATION

I certify this to be a true and correct copy of the record of the City of Fort Lauderdale, Florida.

WITNESSETH my hand and official seal of the City of Fort Lauderdale, Florida, this 14th day of May, 20 25  
[Signature] City Clerk

#### RESOLUTION NO. 25-68

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF AMENDMENT NUMBER TWENTY - ONE (21) TO THE FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT FOUR (4) LANDSCAPE INCLUSIVE MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, FOR INSTALLATION AND MAINTENANCE OF LANDSCAPE IMPROVEMENTS WITHIN THE RIGHT-OF-WAY OF STATE ROAD A1A (SE 17<sup>th</sup> STREET); AND AN ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT WITH P66 COMMONS, LLC, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Lauderdale ("City") and the Florida Department of Transportation ("FDOT") entered into a Landscape Inclusive Maintenance Memorandum of Agreement ("MMOA") on January 31, 2008; and

WHEREAS, the City wishes to enter into Amendment Number Twenty-One (21) to the MMOA with FDOT for installation and maintenance of landscape improvements within the right-of-way on State Road A1A (SE 17<sup>th</sup> Street); and

WHEREAS, the landscape improvements will be installed in accordance with the plans and specifications attached as Exhibits "A" and "B" of the MMOA; and

WHEREAS, because State Road A1A is an FDOT right-of-way, authorization for the improvements must be permitted by FDOT; and

WHEREAS, FDOT requires municipalities to enter into a Landscape Maintenance Memorandum of Agreement for the maintenance of landscape improvements.

WHEREAS, the City and the current owner of the property, P66 Commons, LLC, have agreed to enter into an Assumption of Liability and Hold Harmless Agreement, which passes the maintenance responsibility and costs associated with the MMOA, to P66 Commons, LLC, and wherein P66 Commons, LLC, agrees to assume and hold the City harmless from any obligations under the proposed MMOA pertaining to any improvements installed in the right-of-way by P66 Commons, LLC;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

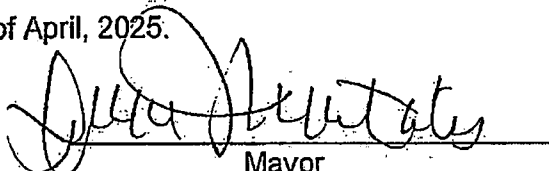
SECTION 1. That the City Commission of the City of Fort Lauderdale, Florida, hereby approves and authorizes the execution of Amendment Number Twenty -One (21) to the Florida Department of Transportation District Four (4) Landscape Inclusive Maintenance Memorandum of Agreement with the Florida Department of Transportation, for landscape improvements within the right-of-way on State Road A1A (SE 17th Street).

SECTION 2. That the City Commission of the City of Fort Lauderdale, Florida, hereby approves and authorizes execution of the Assumption of Liability and Hold Harmless Agreement between the City and P66 Commons, LLC, wherein P66 Commons, LLC agrees to assume liability and hold the City harmless from any obligations under the Landscape Inclusive Maintenance Memorandum of Agreement pertaining to any landscape improvements installed in the right-of-way by P66 Commons, LLC.

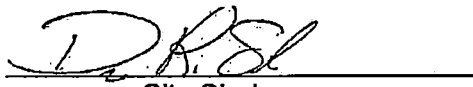
SECTION 3. That the Office of the City Attorney shall review and approve as to form all documents prior to their execution by the City officials.

SECTION 4. That this Resolution shall be in full force and effect upon its adoption.

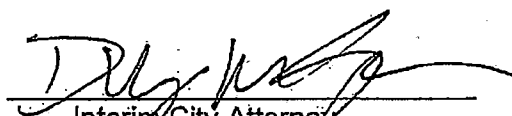
ADOPTED this 15<sup>th</sup> day of April, 2025.

  
Mayor  
DEAN J. TRANTALIS

ATTEST:

  
City Clerk  
DAVID R. SOLOMAN

APPROVED AS TO FORM  
AND CORRECTNESS:

  
Interim City Attorney  
D'WAYNE M. SPENCE

Dean J. Trantalis      Yea

John C. Herbst      Yea

Steven Glassman      Yea

Pamela Beasley-Pittman      Yea

Ben Sorensen      Yea