

Prepared by and return to:

Lochrie & Chadkas
Andrew Schein, Esq.
1401 E. Broward Blvd., Suite 303
Fort Lauderdale, FL 33301

Folio Number: 494234074820

**ASSUMPTION OF LIABILITY AND
HOLD HARMLESS AGREEMENT**

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

Flagler Sixth, LLC, a Florida limited liability company, whose principal address is 699 North Federal Highway, Suite 200, Fort Lauderdale, FL 33304 (“OWNER”)

and

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

R E C I T A L S

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

WHEREAS, the Property is located on the west side of US1 also known as North Federal Highway (hereinafter referred to as “US1”), and a right-of-way which is under the jurisdiction of the State of Florida Department of Transportation (“FDOT”);

WHEREAS, certain landscape improvements are proposed to be installed in the right-of-way of US1 consisting of plant materials, irrigation and/or hardscape on the highway facilities (“Improvements”); and

WHEREAS, the Improvements are proposed to be installed on the west side of the US1 right-of-way from Mile Post 0.577 State Road 5, (Federal Highway/US 1) to Mile Post 0.638 (N.E. 7th Street) (“Improvement Area”); and

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

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

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

WHEREAS, OWNER shall not be obligated to assume any maintenance responsibilities with respect to the City'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 his designee. In the administration of this agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the City Engineer. For the purposes hereof, the CITY Engineer's designee shall be the Urban Design Engineer.

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

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

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

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

4. Indemnification and Hold Harmless.

(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, except for any occurrence arising out of or resulting from the intentional torts or negligence of the CITY, its officers, elected officials, volunteers, agents and employees. However, this exception shall not be deemed a waiver of the City's sovereign immunity. Without limiting the foregoing, any and all such charges, claims, suits, causes of action relating to personal injury, death, damage to property, defects in construction, rehabilitation or restoration of the Improvements by OWNER or others, including but not limited to costs, charges and other expenses charged or incurred, including reasonable attorney's fees and costs actually incurred or liabilities arising out of or in connection with the rights, responsibilities and obligations of OWNER under the Agreement and this Assumption Agreement, or any actual violation of any applicable and known statute, ordinance, administrative order, rule or regulation or decree of any court by OWNER, is included in the indemnity.

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

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

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 Barron Commercial Development, Charles Ladd: 517 NE 6th Street, Fort Lauderdale, FL 33304; telephone number (954) 627-7000; and e-mail address: cladd@barrondev.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: Greg Chavarria
 City Manager
 City Fort Lauderdale
 100 North Andrews Avenue
 Fort Lauderdale, Florida 33301

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

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

AS TO OWNER:

Flagler Sixth, LLC
ATTN: Steve Hudson
699 North Federal Highway, Suite 200
Fort Lauderdale, FL 33304

Flagler Sixth, LLC
ATTN: Charlie Ladd
699 North Federal Highway, Suite 200
Fort Lauderdale, FL 33304

(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 hereby 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:

Flagler Sixth, LLC, Florida limited liability company

 (Witness #1 Signature)

By: _____

 (Print Name)

Print Name: Steven W. Hudson

Title: Manager

 (Witness #2 Signature)

 (Print Name)

ACKNOWLEDGEMENT

STATE OF _____)
)SS
 COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2022, by **Steven W. Hudson** as **Manager** for **Flagler Sixth, LLC**.

(SEAL)

 Signature: Notary Public, State of _____

 Print, Type of Stamp Commissioned Name
 Of Notary Public)

Personally Known ___ OR Produced Identification ___
 Type of Identification Produced _____

AS TO CITY:

CITY OF FORT LAUDERDALE

By: _____
Dean J. Trantalis, Mayor

_____ day of _____, 2022

By: _____
Greg Chavarria,
City Manager

_____ day of _____, 2022

ATTEST:

(CORPORATE SEAL)

David Soloman, City Clerk

Approved as to form:
Alain Boileau, City Attorney

By: _____
Kimberly Cunningham Mosley
Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

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

(SEAL)

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

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

STATE OF FLORIDA:
COUNTY OF BROWARD:

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

(SEAL)

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

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

M.D.O.K.

EXHIBIT "A" SKETCH & DESCRIPTION PARCEL A

DESCRIPTION:

LOTS 32 THROUGH 48, BLOCK 313, LESS STATE ROAD NO. 5, PROGRESSO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, AND THAT VACATED PORTION OF NORTHEAST 5TH TERRACE, AS RECORDED IN INSTRUMENT NO. 116320112, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 32; THENCE NORTH 00°00'15" EAST ALONG THE WEST LINE OF SAID BLOCK 313 AND THE EAST RIGHT-OF-WAY LINE OF NORTHEAST 5TH TERRACE, A DISTANCE OF 125.00 FEET TO THE SOUTHWEST CORNER OF LOT 37 OF SAID BLOCK 313; THENCE NORTH 89°59'45" WEST, A DISTANCE OF 26.50 FEET; THENCE NORTH 00°00'15" EAST, A DISTANCE OF 183.19 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CIRCULAR CURVE HAVING A RADIUS OF 111.50 FEET, A CENTRAL ANGLE OF 06°53'15" AND AN ARC LENGTH OF 13.40 FEET; THENCE NORTH 06°53'00" WEST, A DISTANCE OF 22.80 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CIRCULAR CURVE HAVING A RADIUS OF 88.50 FEET, A CENTRAL ANGLE OF 06°53'15" AND AN ARC LENGTH OF 10.64 FEET; THENCE NORTH 00°00'15" EAST, A DISTANCE OF 70.20 FEET; THENCE SOUTH 89°59'45" EAST, A DISTANCE OF 101.18 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF NORTH FEDERAL HIGHWAY, WITH THE LAST CALL BEING ALONG THE SOUTH RIGHT-OF-WAY LINE OF NORTHEAST 7TH STREET AND THE NORTH LINE OF THE AFORESAID BLOCK 313; THENCE SOUTH 00°04'31" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 425.00 FEET TO A POINT ON THE SOUTH LINE OF THE AFORESAID LOT 32; THENCE NORTH 89°59'45" WEST, A DISTANCE OF 71.09 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA. CONTAINING 38,426 SQUARE FEET (0.88 ACRES) MORE OR LESS.


NOTES:

1. THIS IS NOT A MAP OF BOUNDARY SURVEY, BUT IS A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON.
2. NO MONUMENTATION WAS SET DURING THE PREPARATION OF THIS INSTRUMENT.
3. THE UNDERSIGNED & DJS SURVEYORS, INC., MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS-OF-WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY AND/OR EASEMENTS RECORD.
4. BEARINGS SHOWN HEREON ARE BASED ON THE WEST R/W LINE OF FEDERAL HIGHWAY WITH AN ASSUMED BEARING OF S 00°04'31" E.
5. THIS SKETCH AND DESCRIPTION CONSISTS OF TWO (2) SHEETS AND IS NOT COMPLETE WITHOUT ALL SHEETS.
6. THE SKETCH AND DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND SEAL OF THE CERTIFYING SURVEYOR. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY DONALD J. SULLIVAN ON 02/02/2021.

ADD VACATED RECORDING INFORMATION	7/28/2022	RM		
REVISIONS	DATE	BY	CHKD	F.B./PG.



DJS SURVEYORS, INC.
 PROFESSIONAL SURVEYORS AND MAPPERS
 20283 STATE ROAD 7, SUITE 200
 BOCA RATON, FL 33498
 PH. 561.883.0470, FX. 561.883.0480
 CERTIFICATE OF AUTHORIZATION NO. LB 7870
 www.djssurveyors.com



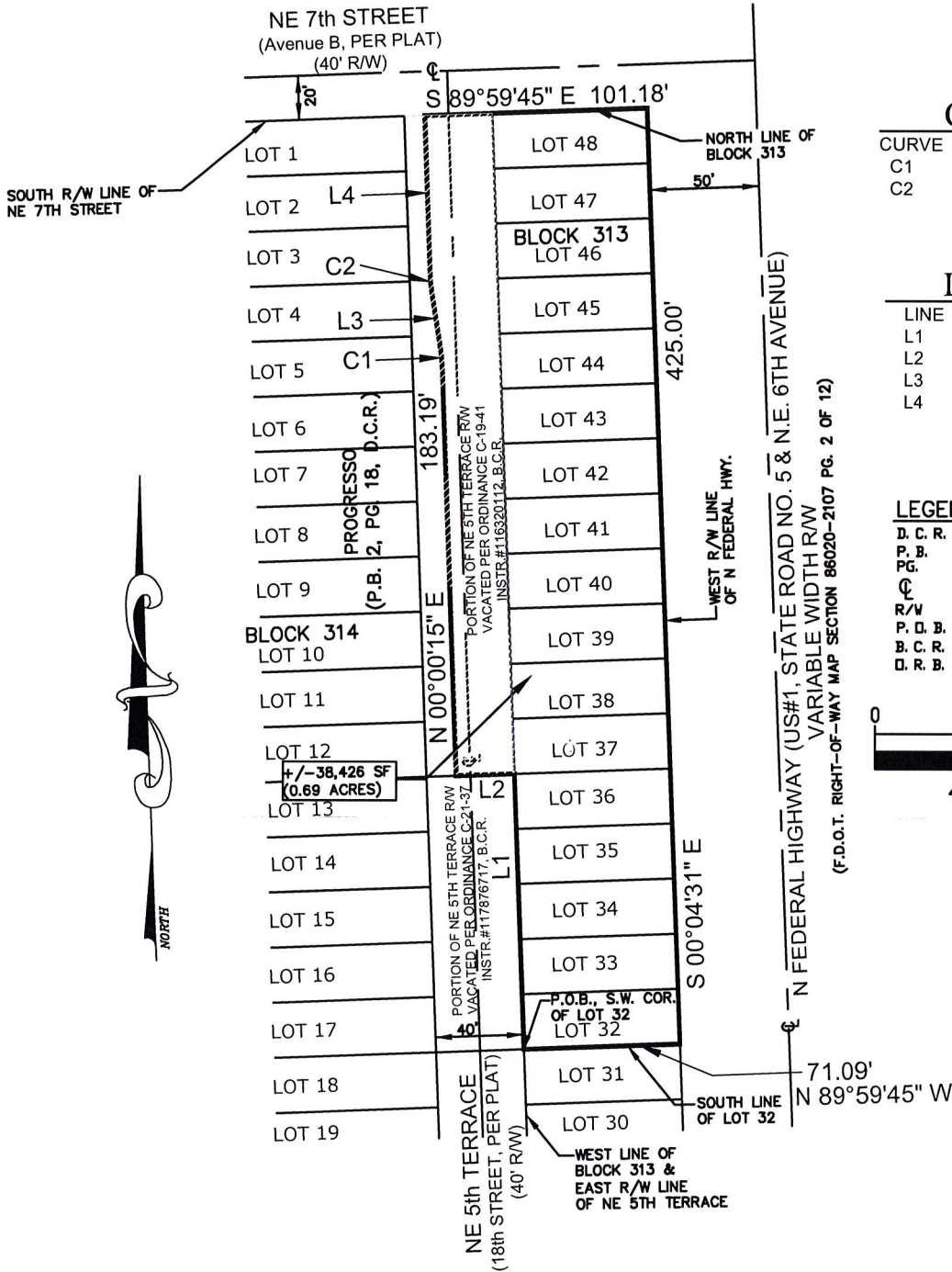
DONALD J. SULLIVAN
 PROFESSIONAL SURVEYOR & MAPPER
 FLORIDA REGISTRATION NO. 6422
 DATED: _____

JOB No: 21-129

.FB/PG: 00/00	SHEET No: 1/2
DRAWN BY: R.M.	
CKD. BY: D.J.S.	
SCALE: N/A	

M.D.O.S.

EXHIBIT "A" SKETCH & DESCRIPTION PARCEL A



CURVE TABLE

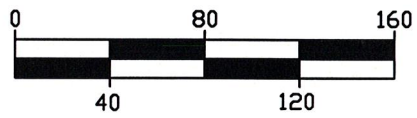
CURVE	RADIUS	DELTA	LENGTH
C1	111.50'	$06^{\circ}53'15''$	13.40'
C2	88.50'	$06^{\circ}53'15''$	10.64'

LINE TABLE

LINE	BEARING	DISTANCE
L1	$N 00^{\circ}00'15'' E$	125.00'
L2	$N 89^{\circ}59'45'' W$	26.50'
L3	$N 06^{\circ}53'00'' W$	22.80'
L4	$N 00^{\circ}00'15'' E$	70.20'

LEGEND:

- D. C. R. DADE COUNTY RECORDS
- P. B. PLAT BOOK
- PG. PAGE
- C CENTERLINE
- R/W RIGHT-OF-WAY
- P. O. B. POINT OF BEGINNING
- B. C. R. BROWARD COUNTY RECORDS
- O. R. B. OFFICIAL RECORDS BOOK



SCALE: 1"=80'

ADD VACATED RECORDING INFORMATION	7/28/2022	RM		
REVISIONS	DATE	BY	CHKD	F.B./PG.

DJS SURVEYORS, INC.
 PROFESSIONAL SURVEYORS AND MAPPERS
 20283 STATE ROAD 7, SUITE 200
 BOCA RATON, FL 33498
 PH. 561.883.0470, FX. 561.883.0480
 CERTIFICATE OF AUTHORIZATION NO. LB 7870
 www.djssurveyors.com

JOB No:	21-129
FB/PG:	00/00
DRAWN BY:	R.M.
CKD. BY:	D.J.S.
SCALE:	1" = 80'

SHEET No:
2/2

Exhibit B

**State of Florida Department of Transportation District
Four Landscape Maintenance Memorandum of Agreement**

SECTION No.: 86020000
Permit No.: 2020-L-491-00016
COUNTY: Broward
S.R. No.: 5

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT FOUR
LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the DEPARTMENT and the **City of Fort Lauderdale**, a municipal corporation, existing under the Laws of Florida, hereinafter called the **AGENCY**.

WITNESSETH:

WHEREAS, the **DEPARTMENT** has jurisdiction over **State Road 5 (Federal Highway/US 1)** as part of the State Highway System as described in **Exhibit "A"**; and

WHEREAS, the **AGENCY** seeks to have installed by permit and maintain certain landscape improvements within the right of way of **State Road 5 (Federal Highway / US 1)** as described within **Exhibit "B"**; and

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain the highway facility as described in **Exhibit "A"** attached hereto and incorporated by reference herein, within the corporate limits of the **AGENCY**; and

WHEREAS, the **AGENCY** is agreeable to maintaining those landscape improvements within the **AGENCY'S** limits including plant materials, irrigation system and/or hardscape which may contain specialty surfacing (concrete pavers, color stamped concrete and color stamped asphalt [also known as patterned pavement]) including any other nonstandard hardscape (if applicable), but excluding standard concrete sidewalk, and agree such improvements shall be maintained by periodic mowing, fertilizing, weeding, litter pick-up, pruning, necessary replanting, irrigation repair and/or repair of the median concrete replacements associated with the specialty surfacing (if applicable) as needed; and

WHEREAS, it is the intent of the **AGENCY** and the **DEPARTMENT** that the **AGENCY** shall maintain all right of way within the medians, outside the travelway and improvements made to the travelway that was made at the request of the **AGENCY**; and

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

WHEREAS, the **AGENCY** by Resolution No. _____ dated _____, 20____, attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so; and

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

1. The recitals set forth above are true and correct and are deemed incorporated herein.

2. INSTALLATION OF FACILITIES

The **AGENCY** shall install and agrees to maintain the *landscape improvements* described herein as: plant materials, irrigation and/or hardscape on the highway facilities substantially as specified in plans and specifications hereinafter referred to as the Project (s) and incorporated herein as **Exhibit "B"**. *Hardscape* shall mean, but not be limited to any site amenities such as landscape accent lighting, bike racks, fountain, tree grates, decorative free-standing wall, and/or sidewalk, median and/or roadway specialty surfacing such as concrete pavers, stamped colored concrete and/or stamped colored asphalt (also known as patterned pavement).

- (a) All plant materials shall be installed and maintained in strict accordance with sound nursery practice prescribed by the International Society of Arboriculture (ISA). All plant materials installed shall be Florida #1 or better according to the most current edition of Florida Department of Agriculture, *Florida Grades and Standards for Nursery Stock*; and all trees shall meet Florida Power & Light, *Right Tree, Right Place, South Florida*.
- (b) Trees and palms within the right of way shall be installed and pruned to prevent encroachment to roadways, lateral offsets and sidewalks. Definition of these criteria is included in the most current editions of FDOT standards for design, construction, maintenance, and utility operations on the state highway system and **Exhibit "C"**, the Maintenance Plan.
- (c) Tree and palm pruning shall be supervised by properly trained personnel trained in tree pruning techniques and shall meet the most current standards set forth by the International Society of Arboriculture (ISA) and the American National Standard Institute (ANSI), Part A-300.
- (d) Irrigation installation and maintenance activities shall conform to the standards set forth by the Florida Irrigation Society (FIS) latest edition of FIS, *Standards and Specifications for Turf and Landscape Irrigation Systems*.
- (e) The **AGENCY** shall provide the FDOT Local Operation Center accurate as-built plans of the irrigation system so if in the future there is a need for the **DEPARTMENT** to perform work in the area, the system can be accommodated as much as possible. (See paragraph (1) for contact information)
- (f) If it becomes necessary to provide utilities (water/electricity) to the median or side areas, it shall be the **AGENCY'S** responsibility to obtain a permit for such work through the local Operations Center (see paragraph (1) below) and the AGENCY shall be responsible for all associated fees for the installation and maintenance of these utilities.

- (g) All specialty surfacing shall be installed and maintained in strict accordance with the most current edition of the *Florida Accessibility Code for Building Construction* and the *Interlocking Concrete Pavement Institute (ICPI)*.
- (h) All activities, including landscape improvements installation and future maintenance operations performed on State highway right of way, must be in conformity with the most current edition of the *Manual on Uniform Traffic Control (MUTCD)* and *FDOT Design Standards, Index 600 Series, Traffic Control through Work Zones*.
- (i) The most current edition of *FDOT Design Standards, Index 546 (Sight Distance at Intersections)* must be adhered to.
- (j) Lateral Offsets as specified in the *FDOT Plans Preparation Manual, Volume 1, Chapters 2 and 4* must be adhered to.
- (k) Landscape improvements shall not obstruct roadside signs or permitted outdoor advertising signs, (see Florida Administrative Code [F.A.C.] Rule Chapter 14-10.)
- (l) The **AGENCY** shall provide the local FDOT Operation Center located at Broward Operations, 5548 NW 9th Avenue, Fort Lauderdale, FL 33309, (954)776-4300, a twenty-four (24) hour telephone number and the name of a responsible person that the **DEPARTMENT** may contact. The AGENCY shall notify the local maintenance office forty-eight (48) hours prior to the start of the landscape improvements.
- (m) If there is a need to restrict the normal flow of traffic, it shall be done on non-holiday, weekday off-peak hours (9 AM to 3 PM), and the party performing such work shall give notice to the local law enforcement agency within whose jurisdiction such road is located prior to commencing work on the landscape improvements. The **DEPARTMENT'S** Operation Center Public Information Officer (see telephone number in Paragraph (l) shall also be notified.
- (n) The **AGENCY** shall be responsible to clear all utilities within the landscape improvement limits before construction commences.
- (o) The **AGENCY** shall follow the minimum level of maintenance guidelines as set forth in FDOT'S Rule Chapter 14-40 *Highway Beautification and Landscape Management*, in the *FDOT Guide to Roadside Mowing and Maintenance Management System*, and **Exhibit "C"**, the *Maintenance Plan* for maintenance activities for landscape improvements.

3. MAINTENANCE OF FACILITIES

- A. The **AGENCY** agrees to maintain the landscape improvements, as existing and those to be installed, within the physical limits described in **Exhibit "A"** and as further described in **Exhibit "B"**. The non-standard improvements within and outside the travelway shall be maintained by the AGENCY regardless if the said improvement was made by the DEPARTMENT, the AGENCY, or others authorized pursuant to Section 7, by periodic mowing, pruning, fertilizing, weeding, curb and sidewalk edging, litter pickup, necessary replanting, irrigation system repair and/ or repair of any median

concrete replacement associated with specialty surfacing (if applicable) following the **DEPARTMENT'S** landscape safety and maintenance guidelines, **Exhibit "C"**, the Maintenance Plan. The **AGENCY'S** responsibility for maintenance shall include all landscaped, turfed and hardscape areas on the sidewalk or within the medians and areas outside the travelway to the right of way and/or areas within the travelway containing specialty surfacing. It shall be the responsibility of the **AGENCY** to restore an unacceptable ride condition of the roadway caused by the differential characteristics of non-standard travelway surfacing (if applicable) on **DEPARTMENT** right of way within the limits of this Agreement.

- B. Such maintenance to be provided by the **AGENCY** is specifically set out as follows: to maintain, which means to properly water and fertilize all plant materials; to keep them as free as practicable from disease and harmful insects; to properly mulch the planting beds; to keep the premises free of weeds; to mow the turf to the proper height; to properly prune all plants which at a minimum includes: (1) removing dead or diseased parts of plants, (2) pruning such parts thereof to provide clear visibility to signage, permitted outdoor advertising signs per Florida Statute 479.106 and for those using the roadway and/or sidewalk; (3) preventing any other potential roadway hazards. *Plant materials* shall be those items which would be scientifically classified as plants and including trees, palms, shrubs, groundcover and turf. To maintain also means to remove or replace dead or diseased plant materials in their entirety, or to remove or replace those that fall below original project standards. Palms shall be kept fruit free year-round. To maintain also means to keep the header curbs that contain the specialty surfacing treatment in optimum condition. To maintain also means to keep the nonstandard hardscape areas clean, free from weeds and to repair said hardscape as is necessary to prevent a safety hazard. To maintain also means to keep litter removed from the median and areas outside the travel way to the right of way line. All plants removed for whatever reason shall be replaced by plants of the same species type, size, and grade as specified in the original plans and specifications. Any changes to the original plans shall be submitted by permit application to the **DEPARTMENT** for review and approval.
- C. If it becomes necessary to provide utilities (water/electricity) to the medians or areas outside the travelway to maintain these improvements, all costs associated with the utilities associated for the landscape improvements including any impact and/or connection fees, and the on-going cost of utility usage for water and electrical, are the maintaining **AGENCY'S** responsibility.

The **AGENCY** shall be directly responsible for impact and connection fees.

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

4. NOTICE OF MAINTENANCE DEFICIENCIES

A. If at any time after the **AGENCY** has undertaken the landscape improvements installation and/or maintenance responsibility for the landscape improvements it shall come to the attention of the **DEPARTMENT'S** District Secretary that the limits, or a part thereof, are not properly maintained pursuant to the terms of this Agreement, said District Secretary, may at his/her option, issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the **AGENCY**, to place said **AGENCY** on notice thereof. Thereafter, the **AGENCY** shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the **DEPARTMENT** may, at its option, proceed as follows:

- (1) Maintain the landscape improvements or any part thereof, with the **DEPARTMENT** or Contractor's personnel and invoice the **AGENCY** for expenses incurred, and/or
- (2) At the discretion of the **DEPARTMENT**, terminate the Agreement in accordance with Paragraph 9 of this Agreement and remove, by the **DEPARTMENT** or Contractor's personnel, all of the landscape improvements installed under this Agreement or any preceding Agreements, except as to trees and palms, and charge the **AGENCY** the reasonable cost of such removal.

5. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the landscape improvements covered by this Agreement may be removed, relocated, or adjusted at any time in the future, as determined to be necessary by the **DEPARTMENT** in order that the adjacent state road be widened, altered, or otherwise changed to meet future criteria or planning needs of the **DEPARTMENT**.

The **AGENCY** shall be given sixty (60) calendar day notice to remove said landscape improvements at the **AGENCY's** expense after which time the **DEPARTMENT** may remove same. All permits (including tree permits), fees, and any mitigation associated with the removal, relocation or adjustments of these improvements are the maintaining **AGENCY'S** responsibility.

6. FUTURE AGENCY IMPROVEMENTS

The **AGENCY** may construct additional landscape improvements within the limits of the landscape improvements rights of ways identified as a result of this document, subject to the following conditions:

- (a) Plans for any new landscape improvements shall be subject to approval by the **DEPARTMENT**. The **AGENCY** shall not change or deviate from said plans without written approval by the **DEPARTMENT**.
- (b) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.

- (c) The **AGENCY** agrees to comply with the requirements of this Agreement with regard to any additional landscape improvements it chooses to have installed and there will be no cost to the **DEPARTMENT**.

7. ADJACENT PROPERTY OWNER IMPROVEMENTS

The **DEPARTMENT** may allow an adjacent property owner to construct additional landscape improvements within the limits of the right of way identified in **Exhibit "A"** of this Agreement that the **AGENCY** shall be responsible for maintaining under this Agreement, subject to the following conditions:

- (a) Plans for any new landscape improvements shall be subject to approval by the **DEPARTMENT** and shall require a valid permit attached with a letter of consent to said plans by the **AGENCY**. The plans shall not be changed or deviated from without written approval by the **DEPARTMENT** and the **AGENCY**.
- (b) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- (c) The **AGENCY** agrees to comply with the requirements of this Agreement with regard to any additional landscape improvements installed by an adjacent owner.

8. AGREEMENT TERM

The term of this Agreement commences upon execution by all parties. The term of this Agreement shall remain in effect for twenty-five (25) years.

9. AGREEMENT TERMINATION

In addition to those conditions otherwise contained herein, this Agreement may be terminated under anyone (1) of the following conditions:

- (a) By the **DEPARTMENT**, if the **AGENCY** fails to perform its duties under this Agreement, following ten (10) days written notice.
- (b) At the discretion of the **DEPARTMENT** with 60 days' notice.

10. LIABILITY AND INSURANCE REQUIREMENTS

- A. With respect to any of the **AGENCY'S** agents, consultants, sub-consultants, contractors and/or sub-contractors, such party in any contract for the landscape improvements shall agree to indemnify, defend, save and hold harmless the **DEPARTMENT** from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, subconsultants, contractors and/or subcontractors. The **AGENCY** shall provide to the **DEPARTMENT** written evidence of the foregoing upon the request of the **DEPARTMENT**. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the **DEPARTMENT** for its own negligence.

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

- (1) **AGENCY'S** contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of \$500,000.00 per Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office. The **AGENCY** and **DEPARTMENT** shall be named as additional insured on such policies.
- (2) **AGENCY'S** contractor shall furnish **AGENCY** with Certificates of Insurance of Endorsements evidencing the insurance coverage specified herein prior to the beginning performance of work under this Agreement.
- (3) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of **AGENCY'S** contractor is completed. All policies must be endorsed to provide the **DEPARTMENT** with at least thirty (30) day notice of cancellation and or/or restriction. If any of the insurance coverage will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.

11. E-VERIFY REQUIREMENTS

The **AGENCY** shall:

- (a) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **AGENCY** during the term of the contract; and
- (b) Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

12. SUPERSEDED AGREEMENTS

This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby (except the associated landscape permit).

13. FISCAL TERMS

The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the

amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money will/may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the **DEPARTMENT** which are for an amount in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

14. DISPUTES

The **DEPARTMENT'S** District Secretary shall decide questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof. Should the **AGENCY** disagree with the **DEPARTMENT'S** District Secretary's decision, the **AGENCY** may pursue any and all legal and equitable remedies available under this Agreement.

15. ASSIGNMENT

This Agreement may not be assigned or transferred by the **AGENCY**, in whole or in part, without the prior written consent of the **DEPARTMENT**.

16. LAWS GOVERNING

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. Venue with respect to judicial proceedings arising out of this Agreement shall be in Broward County, Florida.

17. NOTICES

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

If to the DEPARTMENT:

State of Florida Department of Transportation
3400 West Commercial Blvd.
Ft. Lauderdale, FL 33309-3421
Attn: FDOT District 4 Landscape Architect

If to the AGENCY:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301
Attn: City Manager

18. LIST OF EXHIBITS

- Exhibit A: Landscape Improvements Maintenance Boundaries
- Exhibit B: Landscape Improvement Plans
- Exhibit C: Maintenance Plan for Landscape Improvements

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

CITY OF FORT LAUDERDALE, through its
CITY COMMISSIONERS

By: _____
Dean J. Trantalis, Mayor

_____ day of _____, 2022

Greg Chavarria
City Manager

Approved as to form:
Alain Boileau, City Attorney

Kimberly Cunningham Mosley
Assistant City Attorney

ATTEST:

David R. Soloman, City Clerk

(SEAL)

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
Transportation Development Director

Attest: _____
Executive Secretary

Legal Review

Date

Office of the General Counsel

SECTION No.:	86020000
Permit No.:	2020-L-491-00016
COUNTY:	Broward
S.R. No.:	5

EXHIBIT A

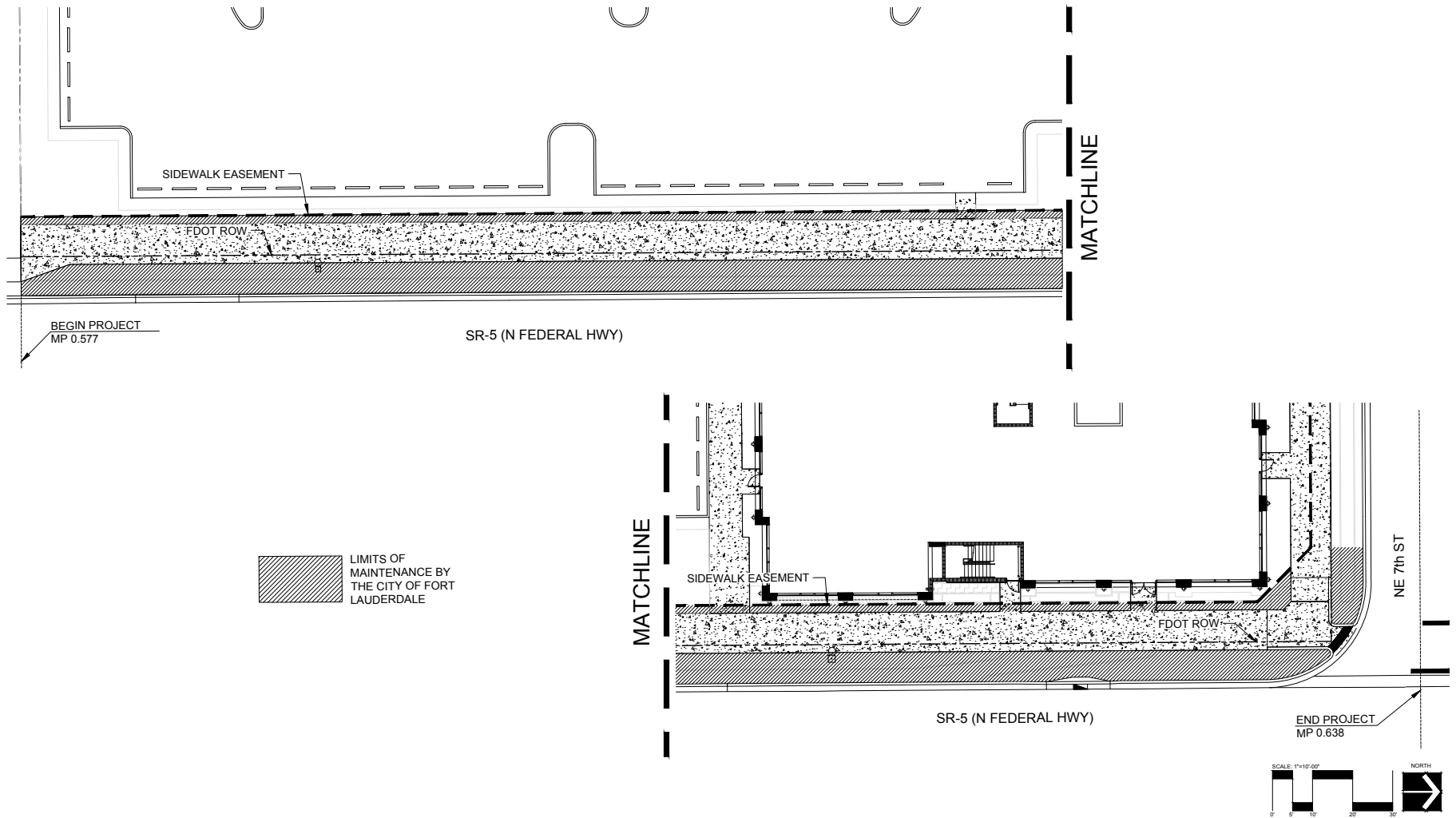
LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES

I. LIMITS OF MAINTENANCE FOR LANDSCAPE IMPROVEMENTS

State Road 5 (Federal Highway / US 1) from M.P. 0.577 to M.P. 0.638 (N.E. 7th Street)

II. LANDSCAPE IMPROVEMENTS MAINTENANCE RESPONSIBILITIES MAP:

Please see attached map



**LANDSCAPE IMPROVEMENT
 MAINTENANCE BOUNDARY MAP
 CITY OF FORT LAUDERDALE
 FDOT PERMIT # 2020-L-491-00016
 SR 5
 MP 0.577 TO MP 0.638
 APRIL 12, 2022**

SECTION No.:	86020000
Permit No.:	2020-L-491-00016
COUNTY:	Broward
S.R. No.:	5

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: **Hugh F. Johnson, RLA**
Architectural Alliance Landscape

Date: May 10, 2022



LOCATION MAP



699 N FEDERAL HIGHWAY

SCOPE OF WORK

STATE ROAD NO: 5 (N Federal Hwy)
MILE POST: 0.577 TO 0.638

FDOT SPECIFICATIONS AND DESIGN STANDARDS

General Standard Plans: Florida Department of Transportation, FY 2021-22 Standard Plans for Road and Bridge Construction and Maintenance (IR)

General Standard Specifications: Florida Department of Transportation, 2022 Standard Specifications for Road and Bridge Construction
ROADWAY DESIGN SPEED FOR SR-5 = 35 MPH

INDEX OF SHEETS

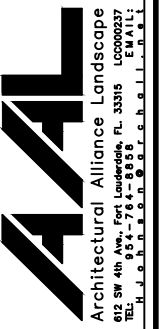
SHEET NO.	TITLE
CS-1	COVER SHEET

LANDSCAPE ARCHITECTURE

LP-1	LANDSCAPE PLAN
LP-2	PLANTING NOTES & DETAILS

IRRIGATION

IR-1	IRRIGATION PLAN
IR-2	IRRIGATION DETAILS



HUGH JOHNSON
FLA #855

2/28/22
3/25/22

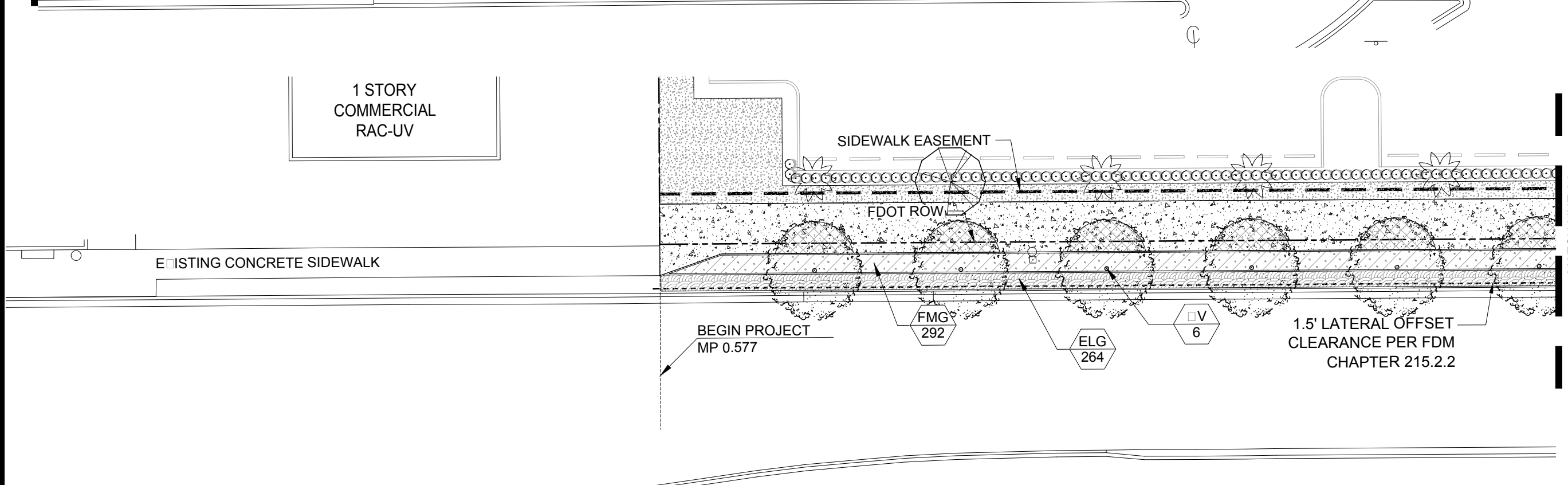
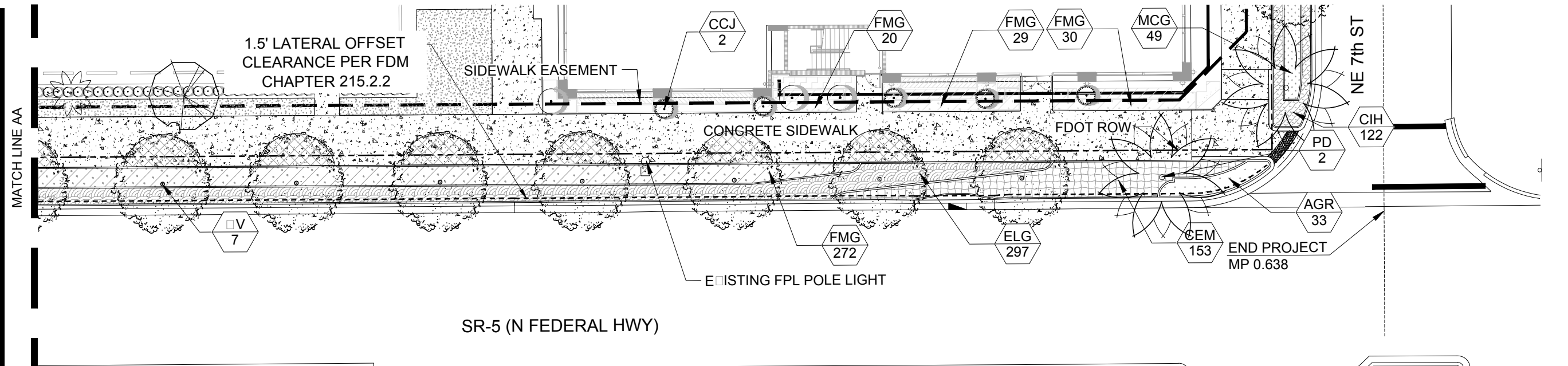
FDOT SUBMITTAL
699 N FEDERAL HIGHWAY
 FLAGLER SMITH, LLC
 FORT LAUDERDALE, FL

SHEET NO.
 COVER SHEET

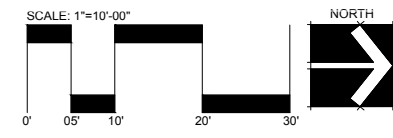
REVISION
 10-20-20

PROJECT NO.
 1829B

DRAWING NO.
CS-1



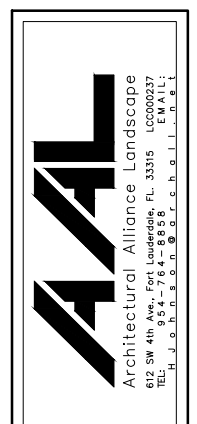
PLANT SCHEDULE FDOT ROW								
TREES	TY	BOTANICAL NAME	COMMON NAME	CAL.	SIZE	NATIVE	DROUGHT	
PD	2	PHOENIX DACTYLIFERA 'MEDJOL'	MEDJOL DATE PALM		22" OA HT., 14" CT MIN	NO	HIGH	
V	9	QUERCUS VIRGINIANA 'HIGHRISE'	HIGHRISE LIVE OAK	4" DBH	16" HT. @ 8" SPR., 8.5" CT	YES	HIGH	
SHRUBS	TY	BOTANICAL NAME	COMMON NAME	CAL.	SIZE	NATIVE	DROUGHT	
CCJ	2	CAPPARIS CYNOPHALLPHORA	JAMAICAN CAPER		24" HT @ 24" SPR	YES	HIGH	
GROUND COVERS	TY	BOTANICAL NAME	COMMON NAME	CAL.	SIZE	NATIVE	DROUGHT	SPACING
AGR	33	ARACHIS GLABRATA	PERENNIAL PEANUT 'LARGE LEAF'		6" HT @ 12" SPR	NO	HIGH	18" @
CEM	153	CARISSA MACROCARPA 'EMERALD BLANKET'	EMERALD BLANKET CARISSA		12" HT @ 12" SPR	NO	HIGH	18" @
CIH	122	CHRYSOBALANUS ICACO 'HORIZONTALIS'	HORIZONTAL COCOPLUM		12" HT @ 12" SPR	YES	HIGH	18" @
ELG	367	ERNODEA LITTORALIS	GOLDEN CREEPER		6" HT. @ 12" SPR.	YES	HIGH	18" @
FMG	643	FICUS MICROCARPA 'GREEN ISLAND'	GREEN ISLAND FICUS		14" HT @ 16" SPR	NO	HIGH	18" @
MCG	49	MUHLBERGIA CAPILLARIS	PINK MUHLY GRASS		18" HT. @ 18" SPR.	YES	HIGH	24" @



MINIMUM PLANTING VERTICAL CLEARANCE, as required by the FDOT Minimum Right-of-Way Profile:

- Side Slope = 8.5' Vertical Clearance
- Right-of-Way = 14.5' Vertical Clearance

Existing and proposed trees shall be maintained to a minimum vertical clearance of 8.5'. Clearances shall be maintained in order to protect the roadway, to protect overhead and buried utilities.



HUGH JOHNSON
RLA #855

2/28/22
3/25/22

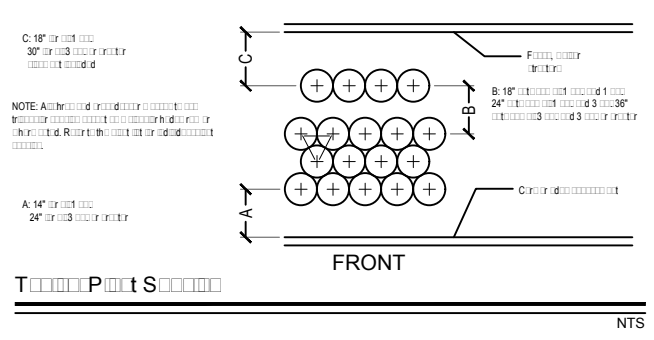
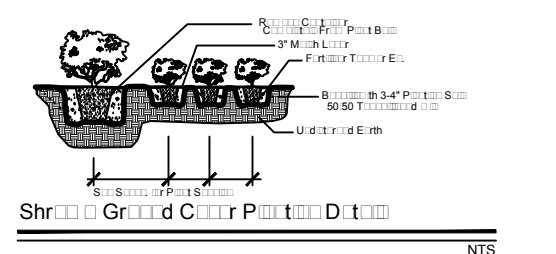
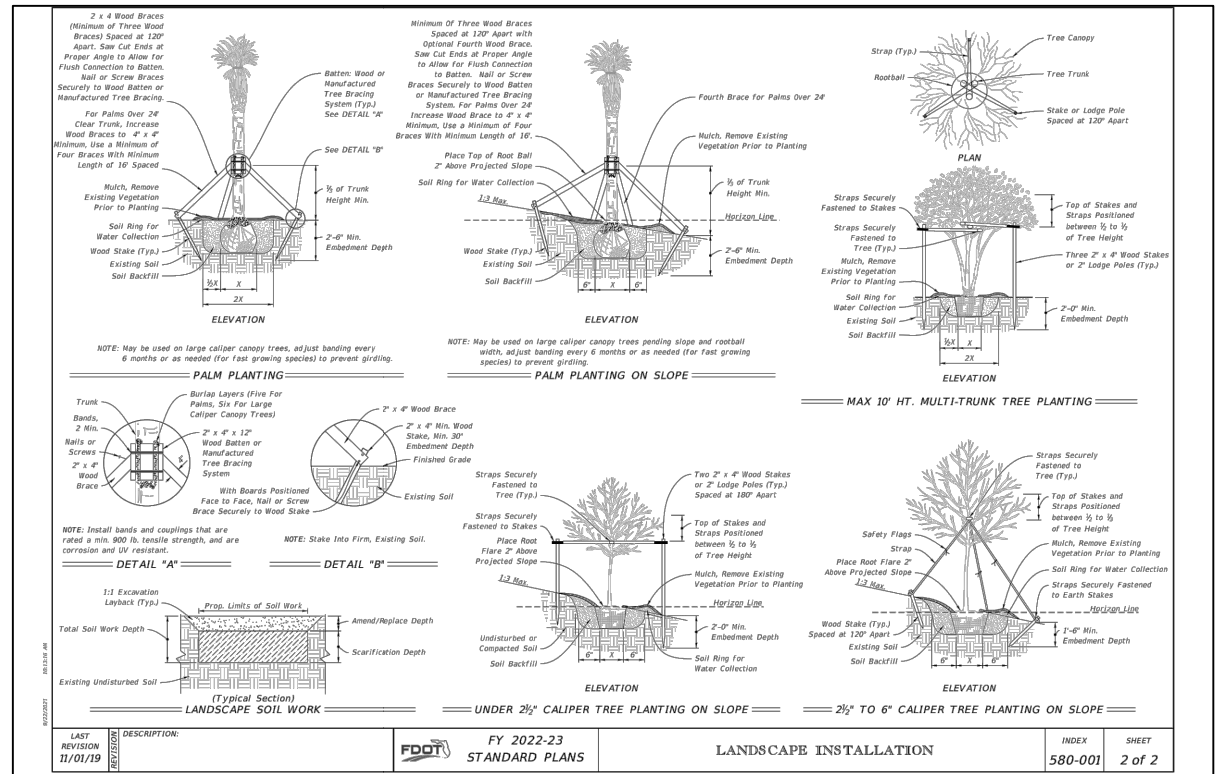
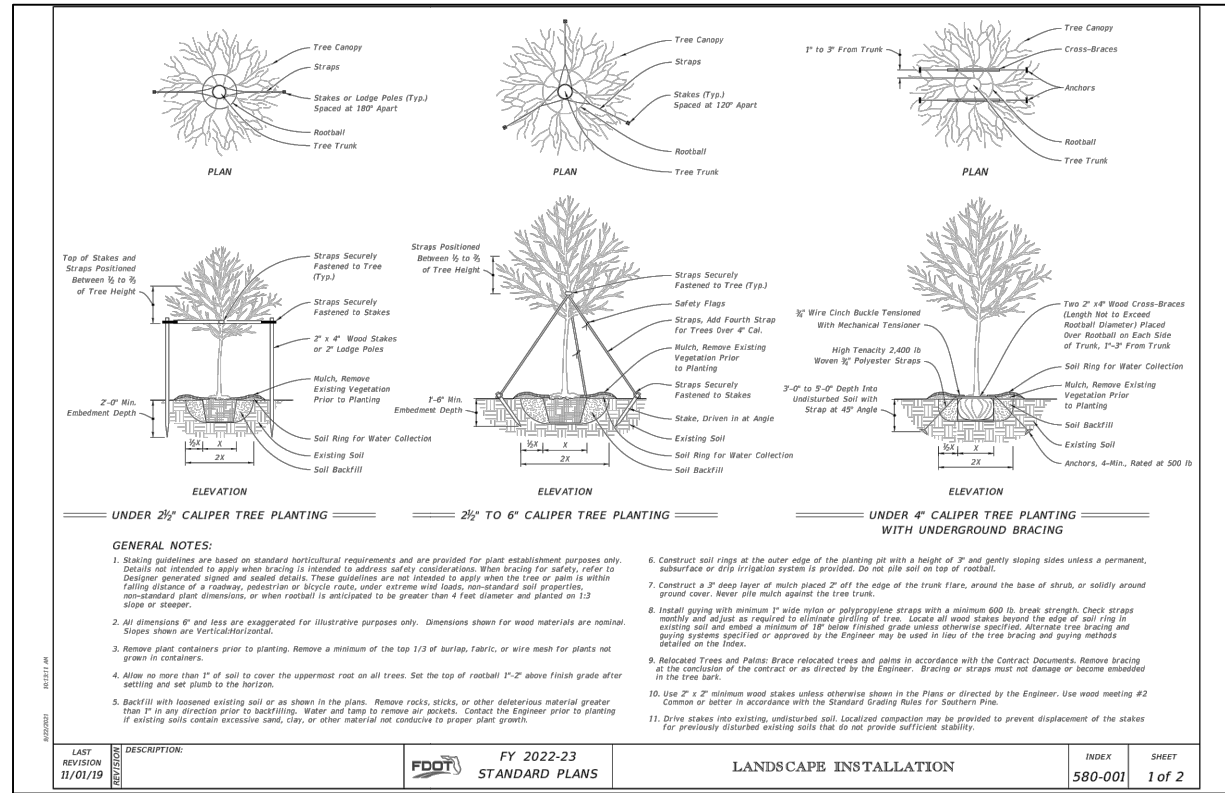
LANDSCAPE PLAN
699 N FEDERAL HIGHWAY
FLAGLER SOUTH, LLC
FORT LAUDERDALE, FL

Sheet Title: LANDSCAPE PLAN
Revision: 10-20-20
Project Number: 1829B
Drawing Number: LP-1

- GOVERNING STANDARD PLANS: FDOT Standard Plans for Road and Bridge Construction, FY 2021-22 Standard Plans for Road and Bridge Construction and Construction Contract Requirements (IR) website: <https://www.fdot.gov/design/standardplans>
- GOVERNING STANDARD SPECIFICATIONS: FDOT Standard Specifications for Road and Bridge Construction, 2022 Standard Specifications for Road and Bridge Construction <https://www.fdot.gov/programmanagement/implemented/specbooks>
- Contractor shall refer to the FDOT Right of Way Chapter, Ordinance, Land Architect or other documents to the FDOT District Land Architect.
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FDOT PLANTING NOTES

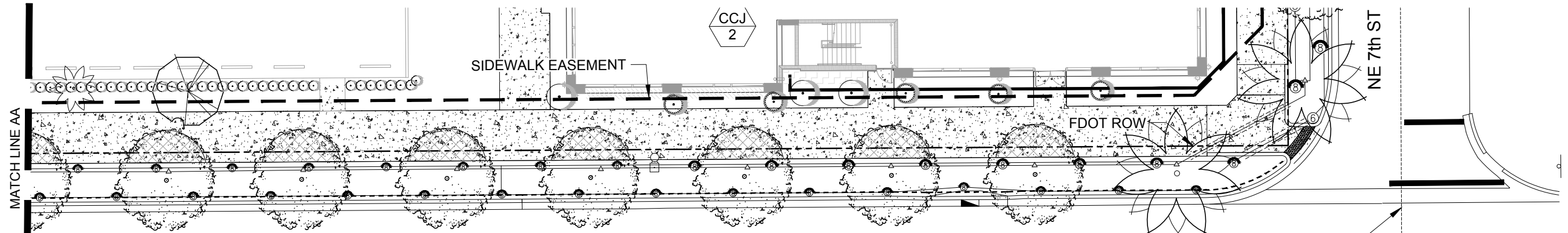
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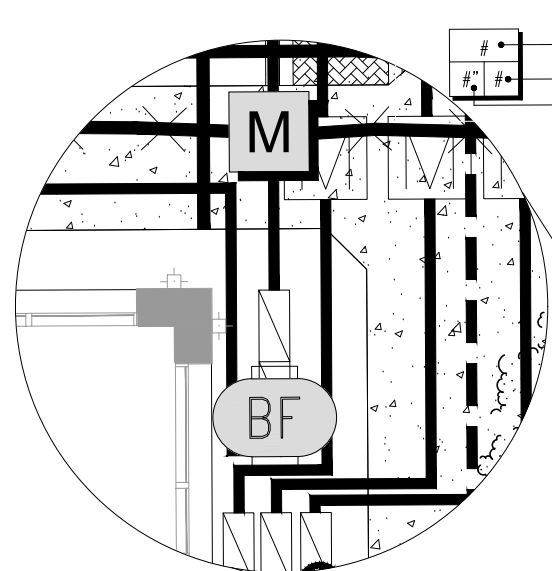
699 N FEDERAL HIGHWAY
FLAGLER SUTTH, LLC
FORT LAUDERDALE, FL

PLANTING NOTES - DETAILS

Sheet Details
PLANTING NOTES - DETAILS
R: 10-20-20
Project Number
1829B
Drawn by
LP-2

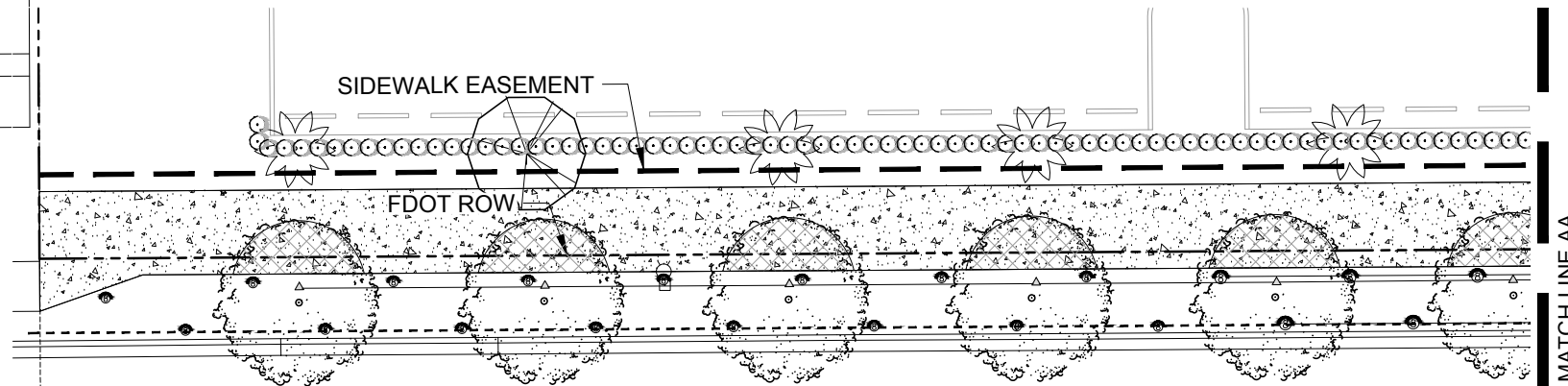


IRRIGATION SCHEDULE FDOT ROW		
SYMBOL	MANUFACTURER MODEL DESCRIPTION	QTY
	RAIN BIRD 1812-SAM-PRS 8 SERIES MPR SHRUB SPRAY 12.0" POP-UP LOW-TRAJECTORY SPRINKLER WITH CO-MOLDED WIPER SEAL, 1.2" NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING DEVICE.	38
	RAIN BIRD 1812-SAM-PRS ADJ SHRUB SPRAY 12.0" POP-UP LOW-TRAJECTORY SPRINKLER WITH CO-MOLDED WIPER SEAL, 1.2" NPT FEMALE THREADED INLET, WITH SEAL-A-MATIC CHECK VALVE, AND PRESSURE REGULATING DEVICE.	1
	RAIN BIRD 1800-1400 FLOOD 1401 FIXED FLOW RATE (0.25-2.0GPM), FULL CIRCLE BUBBLER, 1.2" FIPT.	9
SYMBOL	MANUFACTURER MODEL DESCRIPTION	QTY
	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21	810.8 L.F.



Valve Callout

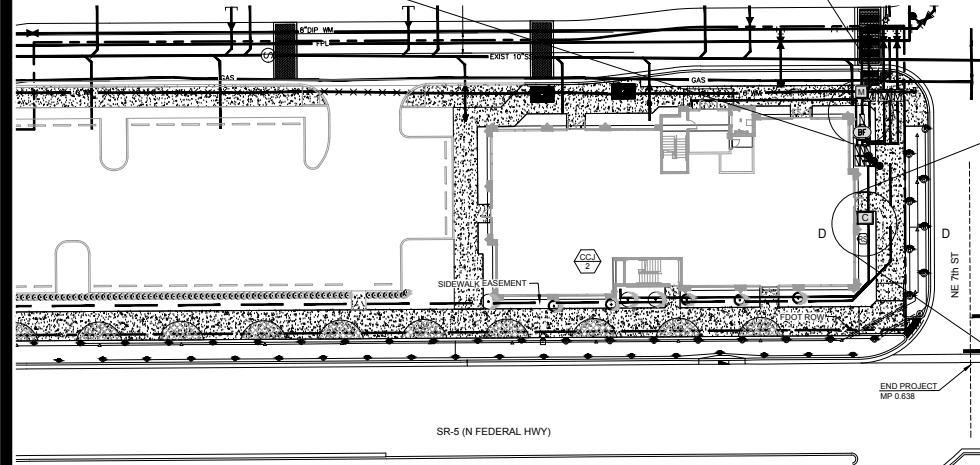
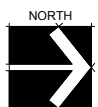
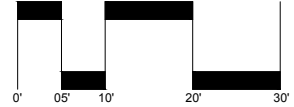
- # Valve Number
- #/# Valve Flow
- # Valve Size



BEGIN PROJECT MP 0.577

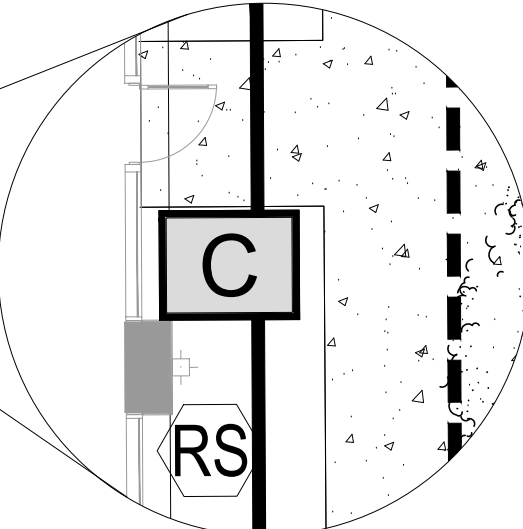
POC AND BFPD LOCATION

SCALE: 1"=10'-00"

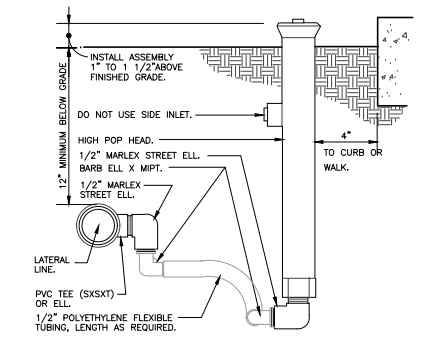


SR-5 (N FEDERAL HWY)

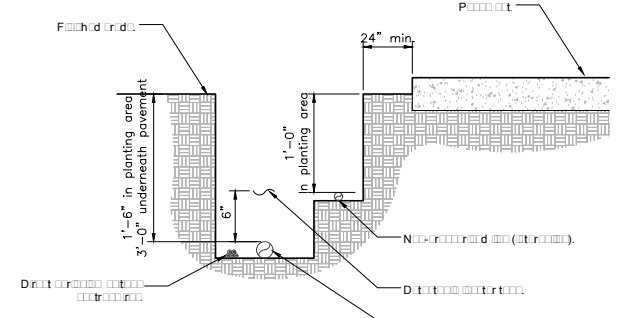
END PROJECT MP 0.638



CONTROLLER RAIN SENSOR LOCATION

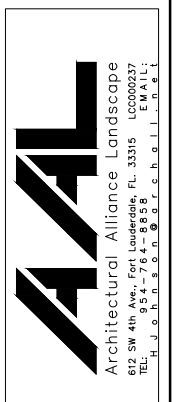


1 SHRUB SPRAY HIGHPOP W/FLEX ASSEMBLY
3" x 1'-0" F:\R.F.\HEAD-09



3 IRRIGATION TRENCHING
112" x 1'-0" F:\R.F.\HEAD-08

- NOTES:
- 1-5' in planting area
 - 2-1' in planting area
 - 3-2' in planting area
 - 4-1' in planting area



HUGH JOHNSON
RLA #685

2/28/22
3/25/22

IRRIGATION PLAN
699 N FEDERAL HIGHWAY
FLAGLER SOUTH, LLC
FORT LAUDERDALE, FL

Sheet No. 10-20-20
Project No. 1829B

IR-1

FDOT LANDSCAPE PERMIT NO: 2020-L-491-00016M #22-0679

WIRING

Irrigation controllers shall be three phase and shall be... shall be... shall be...

Trench and conduit shall be 10' and run parallel to the... At intervals of 100', a 2'... At intervals of 100', a 2'...

Non-ferrous wire, cable or conductors shall be... shall be... shall be...

- Wire size, size and depth of... #14... #14... #14... #14...

Splice and... Lugs shall be... Lugs shall be... Lugs shall be...

Contractor shall... Contractor shall... Contractor shall...

LAYOUT

Lug and... Lug and... Lug and...

Splice... Splice... Splice...

Shrink... Shrink... Shrink...

Shrink... Shrink... Shrink...

Lug... Lug... Lug...

VALVES

Splice... Splice... Splice...

Admit... Admit... Admit...

Under... Under... Under...

EQUIPMENT

Admit... Admit... Admit...

Admit... Admit... Admit...

TRENCHING

Excavate... Excavate... Excavate...

Protect... Protect... Protect...

INSTALLATION

Splice... Splice... Splice...

BACK FILL

The... The... The...

- Minimum... 24"... 30"...

LITERATURE

- 18"... 24"...

Contractor shall... Contractor shall...

FLUSHING

Prior to the... Prior to the...

Prior to the... Prior to the...

Under... Under...

TESTING

Shrink... Shrink...

Minimum... Minimum... Minimum...

With... With...

Literature... Literature...

Contractor... Contractor... Contractor...

Under... Under... Under...

SUBMITTALS

Pre-Contractor... Pre-Contractor... Pre-Contractor...

AFTER

After... After...

- 1. Irrigation... 2. Contractor... 3. Ground... 4. Final...

INSPECTIONS AND COORDINATION MEETINGS REQUIRED - Contractor shall...

INSPECTIONS AND COORDINATION MEETINGS REQUIRED - Contractor shall...

- 1. Pre-... 2. Minimum... 3. Minimum... 4. Final... 5. Control... 6. Final... 7. Patch...

FINAL ACCEPTANCE

Final... Final...

- 1. A... 2. C... 3. A... 4. A...

GUARANTEE: The... GUARANTEE: The...

MINIMUM RECOMMENDED IRRIGATION MAINTENANCE PROCEDURES

1. Erosion... Erosion... Erosion...

A. Trench... A. Trench...

B. Check... B. Check...

C. Check... C. Check...

D. Check... D. Check...

- 1. Prior... 2. Vertical... 3. Check... 4. Irrigation... 5. A... 6. Check... 7. Rear...

H. Check... H. Check...

I. Check... I. Check...

J. Check... J. Check...

K. Check... K. Check...

L. Check... L. Check...

M. Check... M. Check...

N. Check... N. Check...

O. Water... O. Water...

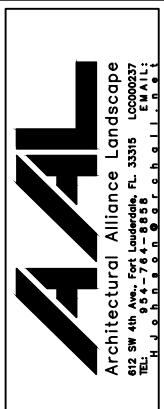
P. Check... P. Check...

SOIL MOISTURE SENSOR

- 1. Place... 2. Soil... 3. Contractor...

FDOT IRRIGATION NOTES

- 1. The... 2. FDOT... 3. Contractor...



HUGH JOHNSON... RLA#655

2/28/22... 3/25/22

IRRIGATION NOTES 699 N FEDERAL HIGHWAY FLAGLER SOUTH, LLC FORT LAUDERDALE, FL

Sheet... IRRIGATION NOTES

Revised... 10-20-20

Project... 1829B

Drawn... IR-2

SECTION No.: 86020000
Permit No.: 2020-L-491-00016
COUNTY: Broward
S.R. No.: 5

EXHIBIT C

MAINTENANCE PLAN FOR LANDSCAPE IMPROVEMENTS

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

Please see attached

MAINTENANCE PLAN

Landscape Improvements

Project State Road No: State Road 5 (Federal Hwy / US 1) from
M.P. 0.577 to M.P. 0.638 (N.E. 7th Street)
Permit: 2020-L-491-000016
Maintaining Agency: City of Fort Lauderdale
RLA of Record: Hugh F. Johnson, RLA
Date: April 12, 2022

The purpose of a plan for the landscape improvements maintenance practices is to allow the plant material on your project to thrive in a safe and vigorous manner while fulfilling their intended purpose and conserving our natural resources. Plantings and all other landscape improvements within FDOT right of way shall be maintained to avoid potential roadway hazards and to provide required clear visibility, accessibility, clearance, and setbacks as set forth by Florida Department of Transportation (FDOT) governing standards and specifications: FDOT Standard Plans, FDOT Plans Design Manual and FDOT Standard Specifications for Road and Bridge Construction, as amended by contract documents, and all other requirements set forth by the District 4 Operations Maintenance Engineer.

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

PART I. GENERAL MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS:

WATERING REQUIREMENTS

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

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

IRRIGATION SYSTEM

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

MULCHING

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

INTEGRATED PLANT MANAGEMENT

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

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

PRUNING

All pruning, and the associated safety criteria, shall be performed according to American National Standard Institute (ANSI) A300 standards and shall be supervised by an International Society of Arboriculture (ISA) Certified Arborist. Pruning shall be carried out with the health and natural growth of plant materials in mind, to achieve the FDOT requirements for maintaining clear visibility for motorists, and provide vertical clearance for pedestrian, bicyclist, and truck traffic where applicable. Visibility windows must be maintained free of view obstructions, and all trees and palms must be maintained to prevent potential roadway and pedestrian hazards. All palms are to be kept fruit free. The understory plant materials selected for use within the restricted planting areas (Limits of Clear Sight) are to be mature height in compliance with the *FDM Window Detail*. Vertical clear zones for vegetation heights over roadways and sidewalks must meet the requirements of the *FDOT Maintenance Rating Program* (MRP) standards. See Reference pages. The R.L.A. of Record will provide the specific pruning heights for mature or maintained height and spread of all plant material to achieve the design intent shall be noted in Part II., Specific Project Site Maintenance Requirements and Recommendations.

STAKING AND GUYING

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

TURF MOWING

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

LITTER CONTROL

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

WEEDING/HERBICIDE

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

PLANT REPLACEMENT

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

TREE CELL STRUCTURES

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

SITE FURNISHINGS

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

LANDSCAPE ACCENT LIGHTING

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

HARDSCAPE (SPECIALTY SURFACING)

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

HARDSCAPE (CONCRETE PAVERS)

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

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

HARDSCAPE (NON-STANDARD TRAVELWAY SURFACING)

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

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

MAINTENANCE OF TRAFFIC CONTROL

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

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

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

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

II. SPECIFIC PROJECT SITE MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS

'Highrise' Live Oak Trees:

1. Prune from the base of the trunk upward to maintain a clear trunk of 8.5' minimum and provide a separation between canopy and underplantings.
2. Remove suckering growth from base and clear trunk areas on a quarterly basis.
3. Maintain canopy in its natural form with only minor structural pruning to encourage a single dominant leader.

Medjool Date Palms:

1. Pruned to maintain a clear trunk of 8.5' and provide a separation between canopy and pedestrian traffic of at least 8.5'.
2. Maintain canopy with fronds kept as close to 9 and 3 o'clock as possible.
3. Remove any fronds that are over 50% brown.
4. Under no circumstance should fronds ever be cut any higher than 10 and 2 o'clock.

Groundcover and Shrubs:

1. Maintain lateral growth to prevent foliage from growing beyond the limits of the planting areas shown on the plan.
2. Maintain a 2" setback from the foliage to the back of curb, pavement, and/or sidewalk.
3. Inspect on a bi-monthly basis for maintaining full ground coverage.
4. Maintain the vertical height of:
 - Jamaica caper at 4', full to ground
 - Horizontal cocoplum between 18" and 24", full to ground
 - Muhly grass at its natural height, cut down to 10" only once per year in winter
 - Green island ficus between 24" and 30", full to ground
 - Golden creeper between 18" and 24, full to ground
 - Dwarf carissa between 12" and 18", full to ground
 - Ornamental peanut at mature height of 6"-8"

On a bi-monthly basis, inspect:

1. Joints and cracks in concrete, concrete pavers, concrete curbs, expansion joints, catch basins, gutter areas, etc. to keep those areas free of weeds.
2. Irrigation system performance to ensure the system's pressure is providing adequate coverage. Clean or replace any irrigation nozzles that are not properly functioning.
3. Pant material to evaluate for pests and diseases. If required, follow the integrated pest management program established by the Agency to ensure healthy plants.

REFERENCES (4-27-20)

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

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

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

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

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

Florida Department of Community Affairs (DCA), *Florida Board of Building Codes & Standards, 2017 Florida Building Code, Chapter 11 Florida Accessibility Code for Building Construction Part A* http://www.floridabuilding.org/fbc/workgroups/Accessibility_Code_Workgroup/Documentation/CHAPTER_11_w_florida_specifics.htm

Florida Department of Transportation, *Program Management, Maintenance Specifications Workbook Supplemental Specifications, Section 580 Landscape Installation* <http://www.fdot.gov/programmanagement/Maintenance/2019Jan/default.shtm>

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

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

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

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

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

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

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

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

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

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