



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

#24-0668

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

FROM: Susan Grant, Acting City Manager

DATE: October 1, 2024

TITLE: Resolution Approving a Twentieth 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 Approving an Assumption of Liability and Hold Harmless Agreement with Publix Super Markets, Inc -
(Commission District 2)

Recommendation

Staff recommends the City Commission adopt a resolution approving and authorizing the execution of a twentieth amendment to the Landscape Maintenance Memorandum of Agreement for State Road A1A (North Ocean Boulevard) with the Florida Department of Transportation for improvements within the right-of-way of State Road A1A between Mile Post 5.200 to Mile Post 5.233 and approve an Assumption of Liability and Hold Harmless Agreement with Publix Super Markets, Inc.

Background

The City of Fort Lauderdale (City) seeks to enter into 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.

The MMOA includes provisions allowing the City to construct additional landscape improvements or to modify an improvement on State Road A1A in accordance with the plans attached as Exhibits "A" and "B" to the agreement.

The City will enter into this MMOA with FDOT as FDOT cannot directly enter into such a maintenance agreement with private property owners. If approved, the City will subsequently enter into an Assumption of Liability and Hold Harmless Agreement with the property owner.

The Assumption of Liability and Hold Harmless Agreement between the City and Publix Super Markets Inc will transfer responsibility associated with the MMOA to Publix Super

Markets Inc to construct and maintain the improvements installed by them in FDOT right of way in accordance with the agreement at no cost to the City.

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 - Maintenance Memorandum of Agreement

Exhibit 2 - Assumption of Liability and Hold Harmless Agreement

Exhibit 3 - Location Map

Exhibit 4 - Resolution

Prepared by: Morgan Dunn, Program Manager, Transportation and Mobility

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

SCW **CR-3** 24-0668 Resolution Approving a Twentieth 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 Approving an Assumption of Liability and Hold Harmless Agreement with Publix Super Markets, Inc - (Commission District 2)

24-192

ADOPTED

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

PSJ **CR-5** 24-0841 Resolution Approving Fiscal Year 2025 Not for Profit Service Agreement with Riverwalk Fort Lauderdale, Inc. - \$321,015 - (Commission Districts 2 and 4)

24-194

ADOPTED

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

PSJ **CR-6** 24-0903 Resolution Approving the Performing Arts Center Authority Budget for Fiscal Year 2025 - (Commission District 2)

24-195

ADOPTED

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

PGB **CR-7** 24-0925 Resolution Approving Fiscal Year 2025 Not for Profit Service Agreement with Riverwalk Fort Lauderdale, Inc. - Monthly Go Riverwalk Magazine - \$50,400 - (Commission Districts 1, 2, 3 and 4)

24-196

ADOPTED

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

CONSENT PURCHASE

SCW **CP-1** 24-0787 Motion Approving an Agreement for the Helistop Painting and Fireproof Coating Project - Champion Painting Specialty Services Corp. - \$163,457 - (Commission District 4)

APPROVED

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



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Detail by Entity Name

Florida Profit Corporation
PUBLIX SUPER MARKETS, INC.

Filing Information

Document Number 112252
FEI/EIN Number 59-0324412
Date Filed 12/27/1921
State FL
Status ACTIVE
Last Event CORPORATE MERGER
Event Date Filed 03/24/2023
Event Effective Date 03/24/2023

Principal Address

3300 PUBLIX CORPORATE PKWY
LAKELAND, FL 33811-3311

Changed: 03/24/2010

Mailing Address

P.O. BOX 407
LAKELAND, FL 33802

Changed: 03/20/2023

Registered Agent Name & Address

Corporate Creations Network, Inc.
801 US Highway 1
North Palm Beach, FL 33408

Name Changed: 04/07/2020

Address Changed: 04/07/2020

Officer/Director Detail

Name & Address

Title SVP, Secretary

Metz, Merriann M
3300 PUBLIX CORPORATE PKWY
LAKELAND, FL 33811-3311

Title EXECUTIVE VP & CFO

PHILLIPS, DAVID P
3300 PUBLIX CORPORATE PKWY
LAKELAND, FL 33811-3311

Title Executive Chairman

JONES, RANDALL T, Sr.
3300 PUBLIX CORPORATE PARKWAY
LAKELAND, FL 33811-3311

Title SVP

SMITH, MICHAEL R
3300 PUBLIX CORPORATE PKWY
LAKELAND, FL 33811-3311

Title VP, Facilities

MCGARRITY, ROBERT J
3300 PUBLIX CORPORATE PKWY
LAKELAND, FL 33811-3311

Title VP, Real Estate Strategy

O'CONNOR, BRIDGID A
3300 PUBLIX CORPORATE PKWY
LAKELAND, FL 33811-3311

Title VP, Industrial Maintenance & Purchasing

BARBER, RANDOLPH L
3300 PUBLIX CORPORATE PKWY
LAKELAND, FL 33811-3311

Title VP, Real Estate Assets

RAYBURN, WILLIAM W, IV
3300 PUBLIX CORPORATE PKWY
LAKELAND, FL 33811-3311

Title CEO

Murphy, Kevin S
3300 PUBLIX CORPORATE PKWY
LAKELAND, FL 33811-3311

Title President

Goff, John L., Jr.
3300 PUBLIX CORPORATE PKWY
LAKELAND, FL 33811-3311

Title VP, Facilities

SER, MIKHAEL H.
3300 PUBLIX CORPORATE PKWY
LAKELAND, FL 33811-3311

Annual Reports

Report Year	Filed Date
2023	03/20/2023
2024	01/12/2024
2024	04/01/2024

Document Images

[04/01/2024 - AMENDED ANNUAL REPORT](#) [View Image in PDF format](#)

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02/23/2015 -- ANNUAL REPORT	View image in PDF format
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Florida Department of State, Division of Corporations

Prepared by and return to:

Heidi Davis Knapik, Esquire
Gunster
450 E. Las Olas Blvd. Suite 1400
Fort Lauderdale, FL 33301

Folio Numbers: 494330010760, 494330010750

**ASSUMPTION OF LIABILITY AND
HOLD HARMLESS AGREEMENT**

THIS ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT (“Assumption Agreement”) is entered into this 1st day of October, 2024, by and between:

PUBLIX SUPER MARKETS, INC., a Florida corporation, whose principal mailing address is Post Office Box 407, Lakeland, FL 33802-0407 (“OWNER”)

and

CITY OF FORT LAUDERDALE, a Florida municipality having a principal address at 101 NE Third 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, the Property is located on the west side of North Ocean Boulevard also known as A1A (hereinafter referred to as “A1A”), a right-of-way which is under the jurisdiction of the State of Florida Department of Transportation (“FDOT”); and

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

WHEREAS, the Landscape Improvements are proposed to be installed on the west side of the A1A right-of-way (just south of NE 30th Street) (the “Improvement Area”); and

WHEREAS, in order to permit the Landscape Improvements to be constructed in the FDOT right-of-way, FDOT requires the City to enter into an agreement entitled “Amendment Number Twenty (20) to Florida Department of Transportation District Four (4) Landscape Inclusive Maintenance Memorandum of Agreement for State Road A1A” which incorporates all applicable provisions of the District Four (4) Maintenance Memorandum of Agreement Inclusive Agreement for SR A1A and its amendments thereto (the “Agreement”) which is attached hereto and incorporated herein as Exhibit “B”; and

WHEREAS, other than the Landscape Improvements required in the Agreement, OWNER shall not be obligated to assume any responsibilities or liabilities with respect to any other right-of-way improvements located outside of the area described in Amendment Number Twenty (20) to Florida Department of Transportation District Four (4) Landscape Inclusive Maintenance Memorandum of Agreement for State Road A1A; and

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

WHEREAS, as a condition to precedent to the City executing Amendment Number Twenty (20) to Florida Department of Transportation District Four (4) Landscape Inclusive Maintenance Memorandum of Agreement for State Road A1A, OWNER hereby agrees to assume all liability, obligations and responsibilities under the Agreement and agrees to indemnify and hold harmless the City, its officers, elected and appointed officials, volunteers, employees, and agents from any and all liability under the Agreement only for the Landscape Improvements pursuant to the terms and conditions of this Assumption Agreement and the Agreement; and

WHEREAS, OWNER shall not be obligated to assume any maintenance responsibilities or liabilities with respect to any other right-of-way improvements in the FDOT right-of-way, other than the Landscape Improvements.

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 Whereas clauses are true and correct and are hereby 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 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.

Department (also known as "FDOT") means the State of Florida Department of Transportation.

Effective Date means the effective date of this Assumption Agreement, which shall be the date upon which both (i) this Assumption of Liability and Hold Harmless Agreement is executed by the proper corporate officials for OWNER and the CITY and recorded in the Official Records of Broward County by the Owner at the Owner's expense and (ii) the Agreement is executed by FDOT and the City.

Landscape Improvements as used herein means all liabilities, responsibilities, and obligations that are imposed on the City in the Agreement for the area described in Amendment Number Twenty (20) to Florida Department of Transportation District Four (4) Landscape Inclusive Maintenance Memorandum of Agreement for State Road A1A.

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 of the Landscape Improvements 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 relating to the Property 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 and appointed 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 or its agents, employees, contractors, and subcontractors of the Landscape 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 Landscape 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 this indemnity. OWNER shall not be liable for any negligence or international torts committed by the City, its agents, its employees, its officers, its elected and appointed officials, and its volunteers.

(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 parties will mutually select counsel and in the absence of agreement, the City's selection of counsel shall be final. 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 Landscape 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.

In accordance with the requirements in Section 12 of the District Four (4) Maintenance Memorandum of Agreement Inclusive Agreement for SR A1A, OWNER shall comply with the following requirements:

(a) **OWNER** shall at all times during the term of this Agreement keep and maintain in full force and effect, at **OWNER**'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 and shall name **DEPARTMENT** as an additional insured.

(b) **OWNER** shall furnish **the CITY** with Certificates of Insurance of Endorsements evidencing the insurance coverage specified herein prior to the beginning performance of work under this Agreement.

(c) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of **OWNER** is completed. All policies must be endorsed to provide **DEPARTMENT** with at least thirty (30) days notice of cancellation and 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.

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 Landscape 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 Landscape Improvements contemplated herein with thirty (30) days after written demand by **FDOT** or **CITY**, the **CITY** is hereby authorized to remove the Landscape 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 Landscape Improvements after an opportunity to cure and **CITY** finds it necessary to remove the Landscape Improvements in accordance with the foregoing, then **OWNER** shall post a cash bond with the **CITY** equivalent to the amount at issue and if not resolved within thirty (30) days after the bond is posted, the **CITY** shall be entitled to payment from the proceeds of the bond.

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 Landscape 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 post a cash bond with the CITY equivalent to the amount at issue and if not resolved within thirty (30) days after posting, the CITY shall be entitled to payment from the proceeds of the bond. CITY shall have all other rights and remedies granted to it at law or in equity for OWNER's failure to pay the fines owed or reimburse CITY for curative actions taken by CITY. The remedies found within this Section are cumulative. The exercise of one does not preclude the exercise of any other remedy.

8. Emergencies. If an emergency situation arises with respect to the Agreement or the Assumption Agreement where the Improvement Area or any condition thereof presents an imminent threat to the health or safety of Persons or property, the CITY shall make reasonable efforts to provide telephone and 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 Publix Super Markets, Inc., Attention: Anne Balderston; telephone number (863) 616-5777; and e-mail address: Anne.Balderston@Publix.com, with simultaneous copy to Publix Super Markets, Inc., Attention: Taylor McAuley; telephone number (863) 680-5393; and e-mail address: Taylor.Mcauley@Publix.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 Landscape 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: Susan Grant
Acting City Manager
City of Fort Lauderdale
101 NE 3rd Avenue, Suite 2100
Fort Lauderdale, Florida 33301

With copy to: Thomas J. Ansbro
City Attorney
City of Fort Lauderdale
1 East Broward Boulevard, Suite 1320
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: Publix Super Markets, Inc.
3300 Publix Corporate Parkway
Lakeland, Florida 33811
Attn: William W. Rayburn, Vice President of Real Estate Assets

With a copy to: Publix Super Markets, Inc.
Office of the General Counsel
3300 Publix Corporate Parkway
Lakeland, Florida 33811
Attn: M. Mark Heekin, Esq.

With a copy to: Publix Super Markets, Inc.
3300 Publix Corporate Parkway
Lakeland, Florida 33811
Attn: Anne Balderston, Development Manager

With a copy to: Randy J. Holihan
RH Development Group
2513 Trentwood Boulevard
Belle Isle, FL 32812

With a copy to: Heidi Davis Knapik, Esq.
Gunster
450 E. Las Olas Blvd., Suite 1400
Fort Lauderdale, FL 33301

(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 and all its exhibits shall be recorded in the Official Records of Broward County, Florida, by Owner at Owner's sole cost and expense. OWNER shall provide a copy of this recorded Assumption Agreement to the City Manager and City Clerk.

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 Landscape 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 Manager 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 Landscape Improvements. OWNER shall construct operate and maintain the Landscape 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 Landscape 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:

OWNER:

Witnesses:

PUBLIX SUPER MARKETS, INC., a Florida corporation.

Taylor McAuley
(Witness #1 Signature)
Print Name: **Taylor McAuley**
Address: 3300 Publix Corporate Parkway
Lakeland, FL 33811

By: Bridgid A. O'Connor
Print Name: Bridgid A. O'Connor
Title: Vice President Real Estate Strategy

Anne M. Baldestin
(Witness #2 Signature)
Print Name: Anne Baldestin
Address: 3300 Publix Corporate Parkway
Lakeland, FL 33811

ACKNOWLEDGEMENT

STATE OF FLORIDA:
COUNTY OF Polk :

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 30 day of September, 2024, by Bridgid A. O'Connor as Vice President Real Estate Strategy for PUBLIX SUPER MARKETS, INC., a Florida corporation.

(SEAL)

Jessica Hernandez
Signature: Notary Public, State of Florida



JESSICA HERNANDEZ
Commission # HH 253135
Expires April 14, 2026

Jessica Hernandez
Print, Type of Stamp Commissioned Name
Of Notary Public)

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

AS TO CITY:

ATTEST:

CITY OF FORT LAUDERDALE, a municipal corporation of Florida.

David R. Soloman
David R. Soloman, City Clerk

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

14 day of Oct, 2024



By: Susan Grant
Susan Grant
Acting City Manager

9th day of October, 2024

Approved as to form:
Thomas J. Ansbro, City Attorney

Shari C. Wallen
SHARIC. WALLEN
Assistant City Attorney

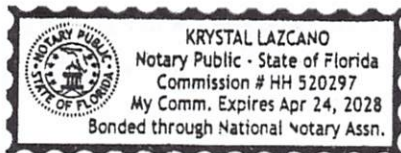
STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 14 day of October, 2024, by **Dean J. Trantalis**, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida. 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

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[Faint, illegible handwritten text]

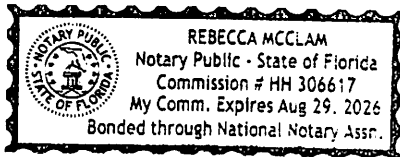
Notary Public - State of Florida
Commission # 00000000
Expires Apr 24, 2008
Bonded through National Notary Assn.



STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 9th day of October, 2024, by Susan Grant, Acting City Manager of the City of Fort Lauderdale, a municipal corporation of Florida. She is personally known to me.

(SEAL)



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

Rebecca McClam
Name of Notary Typed,
Printed or Stamped

My Commission Expires:
August 29, 2026

Exhibit A

Legal Description and Sketch



STONER
SURVEYORS • MAPPERS
 Licensed Business No. 6633

*Refer to hand copy
 for efficient submittal*

TEL (954) 585-0997
 www.stonersurveyors.com

4341 S.W. 62nd Avenue
 Davie, Florida 33314

**LEGAL DESCRIPTION OF:
 F.D.O.T. LANDSCAPE MMOA
 OCEAN BOULEVARD (STATE ROAD A-1-A)
 CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA**

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF LOTS 90, 91 AND 92, BLOCK 1, LAUDERDALE BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 2, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 90;

THENCE ON AN ASSUMED BEARING OF N.08°17'27"E., ALONG THE EAST LINE OF SAID LOTS 90, 91 AND 92, SAID EAST LINE ALSO BEING THE WEST RIGHT-OF-WAY LINE OF OCEAN BOULEVARD (STATE ROAD A-1-A, RIGHT OF WAY MAP NUMBER 86050-2505, SHEET 7), A DISTANCE OF 123.96 FEET TO THE TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHERLY, NORTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 92°20'00" AND A RADIUS OF 25.00 FEET FOR AN ARC DISTANCE OF 40.29 FEET, TO A POINT OF TANGENCY, SAID POINT ALSO BEING A POINT ON THE NORTH LINE OF SAID LOT 92;

THENCE N.84°02'33"W., ALONG THE SAID NORTH LINE, A DISTANCE OF 4.80 FEET;

THENCE S.37°52'33"E., A DISTANCE OF 28.85 FEET, TO A POINT ON A LINE 10.00 FEET WEST OF AND PARALLEL WITH THE SAID EAST LINE OF LOTS 90, 91 AND 92;

THENCE S.08°17'27"W., ALONG SAID PARALLEL LINE A DISTANCE OF 129.17 FEET, TO A POINT ON THE SOUTH LINE OF SAID LOT 90;

THENCE S.84°02'33"E., ALONG SAID SOUTH LINE A DISTANCE OF 10.01 FEET, TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING WITHIN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA AND CONTAINING 0.036 ACRES (1,569 SQUARE FEET), MORE OR LESS.

NOTES:

1. THIS SKETCH AND DESCRIPTION IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THE BEARINGS SHOWN HEREON ARE BASED ON ASSUMED BEARING OF N.08°17'27"E., ALONG THE EAST LINE OF LOTS 90-92, BLOCK 1, LAUDERDALE BEACH, RECORDED IN PLAT BOOK 4, PAGE 2, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
3. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).
4. THIS LEGAL DESCRIPTION WAS PREPARED BY STONER & ASSOCIATES, INC. AND IS SUBJECT TO THE PROPERTY INFORMATION REPORT ISSUED BY CHICAGO TITLE INSURANCE COMPANY, ORDER NO.: 10980420, AND EFFECTIVE THROUGH AUGUST 25, 2023 AT 11:00PM.
5. NO EASEMENTS WERE FOUND BASED ON THE PLAT OF RECORD, OR THE PROPERTY INFORMATION REPORT ISSUED BY CHICAGO TITLE INSURANCE COMPANY, ORDER NO. 10980420 AFFECTING THE DONATION PARCEL (IF APPLICABLE).
6. SEE SHEET 2 OF 2 FOR A GRAPHIC DEPICTION (SKETCH) OF THE PROPERTY DESCRIBED HEREON.

CERTIFICATE:

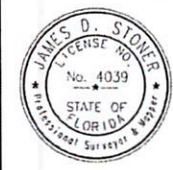
THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYING ESTABLISHED BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODES, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

REVISIONS	DATE	BY
1. REF. PROPERTY INFO REPORT	6/13/23	JDS
2. REF. NEW PROP. INFO REPORT	7/7/23	DWS
3. CHANGE DRAWING TITLE	8/26/24	DWS

DATE OF SIGNATURE: 9.26.2023

JAMES D. STONER

[Handwritten Signature]



PROFESSIONAL SURVEYOR AND MAPPER NO. 4039 - STATE OF FLORIDA

THE MATERIAL SHOWN HEREON IS THE PROPERTY OF STONER & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF STONER & ASSOCIATES, INC. COPYRIGHT © 2023

DATE OF SKETCH:	DRAWN BY	CHECKED BY	FIELD BOOK
2/08/23	JDS	JDS	N/A

SHEET 1 OF 2

SKETCH NO. 22-9491_RW



STONER
SURVEYORS • MAPPERS
 Licensed Business No. 6633

Refer to land copy for official description

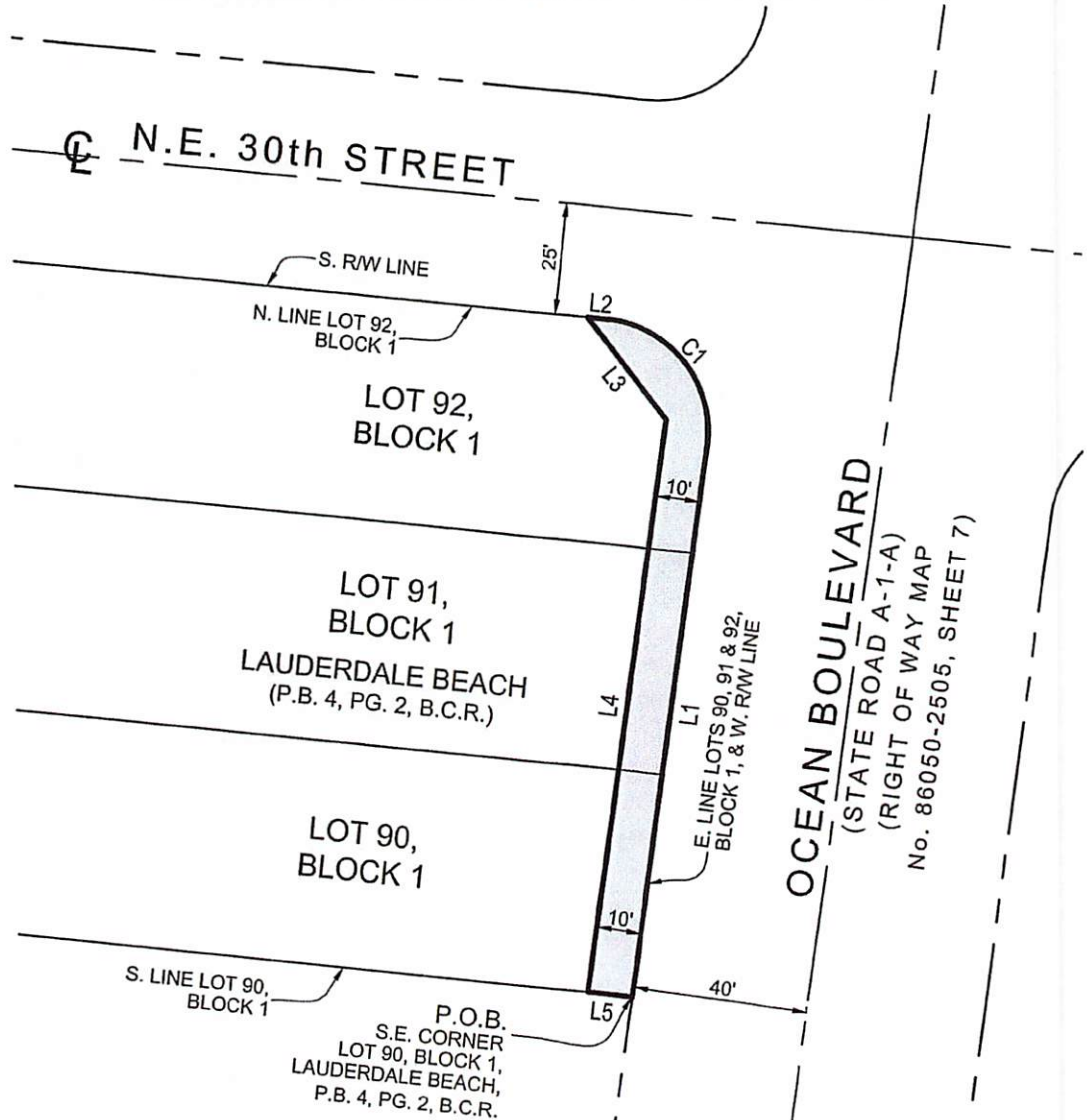
4341 S.W. 62nd Avenue
 Davie, Florida 33314

TEL (954) 585-0997
 www.stonersurveyors.com

**LEGAL DESCRIPTION OF:
 F.D.O.T. LANDSCAPE MMOA
 OCEAN BOULEVARD (STATE ROAD A-1-A)
 CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA**



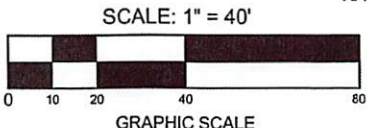
SCALE: 1" = 40'



CURVE TABLE			
CURVE	CENTRAL ANGLE	RADIUS	ARC DISTANCE
C1	92° 20' 00"	25.00'	40.29

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N.08°17'27"E.	123.96'
L2	N.84°02'33"W.	4.80'
L3	S.37°52'33"E.	28.85'
L4	S.08°17'27"W.	129.17'
L5	S.84°02'33"E.	10.01'

- LEGEND:**
- B.C.R. BROWARD COUNTY RECORDS
 - P.B. PLAT BOOK
 - PG. PAGE
 - PLS PROFESSIONAL LAND SURVEYOR
 - LB. LICENSED BUSINESS
 - P.O.C. POINT OF COMMENCEMENT
 - P.O.B. POINT OF BEGINNING
 - L1. LINE NUMBER
 - C1. CURVE NUMBER
 - RAD1. RADIAL LINE NUMBER



NOTE:
 SEE SHEET 1 OF 2 FOR THE LEGAL
 DESCRIPTION OF THE PROPERTY
 SHOWN GRAPHICALLY HEREON.

SHEET 2 OF 2

SKETCH NO. 22-9491_R/W

Exhibit B

**Florida Department of Transportation
Maintenance Memorandum of Agreement**

COUNTY: BROWARD
SECTION: 86050000
STATE ROAD: A1A
PERMIT: 2022-L-491-00010

**AMENDMENT NUMBER TWENTY (20) TO
FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT FOUR (4)
LANDSCAPE INCLUSIVE MAINTENANCE MEMORANDUM OF AGREEMENT
FOR STATE ROAD A1A**

THIS AMENDMENT Number Twenty (20) to the Agreement dated January 31, 2008, was made and entered into this _____ day of _____ 20____ by and between the **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 of the State of Florida, hereinafter called the **AGENCY**.

WITNESSETH

WHEREAS, the parties entered into the Landscape Inclusive Maintenance Memorandum of Agreement dated January 31, 2008 (“Original Agreement”) for the purpose of the **AGENCY** maintaining landscape and hardscape improvements on **State Road A1A**; 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. _____ dated _____, attached hereto as **Exhibit C** 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. The parties herein agree to modify the Original Agreement accordingly:

A. The following sentence is added to the end of the first paragraph of Section 3:

The **AGENCY** shall be responsible for all maintenance and repairs to **FDOT** sidewalks directly attributable to tree roots or other **AGENCY** maintained improvements.

B. The following section is hereby added:

DEPARTMENT ACCESS TO FACILITIES

The DEPARTMENT will periodically need access to various features within the limits of this Agreement. Upon request of the DEPARTMENT, the AGENCY will have 14 calendar days to provide access to the items noted by the DEPARTMENT. This may require temporary or permanent removal of improvements such as hardscape, landscape or other items conflicting with the items to which the Department needs access.

Should the AGENCY fail to remove or relocate items as requested, the Department may:

- (a) Remove conflicting improvements or any portion thereof.
 - (b) Restore the area with any material meeting Department standards.
 - (c) Restore the improvements at the request and funding of the AGENCY.
2. 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 Milepost 5.200 to Milepost 5.233.
 3. The Additional Improvements (planting and irrigation) shall be installed according to the plans attached to this Amendment as Exhibit "B" and incorporated into the Original Agreement.
 4. 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 compliance with:

PART II. Specific Project Site Maintenance Requirements and Recommendations:

- a) Design intent is to provide pedestrian-friendly landscape buffer adjacent to S.R. A1A.
- b) To maintain the intended appearance of all palms, apply the latest palm fertilizer recommended by the University of Florida IFAS Extension per the manufacturer's specifications.
- c) 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.
- d) Do not remove fronds from self-cleaning palms, unless damaged. Palms with persistent fronds shall only have dead fronds removed, do not remove any green fronds. If it is deemed necessary to prune a palm's fronds, no fronds shall be trimmed above 3 o'clock and 9 o'clock on the horizontal plain.

- e) 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 6"-18" range setback (depending on plant spacings indicated on plans) from the foliage to the edge of curb, pavement, sidewalk and/or other hardscape improvements.
- f) Maintain the vertical height of:
 - 1) *ERNODEA LITTORALIS* between 12" and 18", full to ground.
 - 2) *FICUS MICROCARPA CV GREEN ISLAND* between 30" and 36", full to ground.
 - 3) *TRADESCANTIA PALLIDA 'PURPUREA'* at full mature height (approx. 18"), full to ground.
 - 4) *ZAMIA PUMILA* at full mature height (approx. 36"), full to ground.
- g) Inspect groundcovers and shrubs on a monthly basis for maintaining full to ground coverage.
- h) Evaluate plant material on a monthly basis for pests, diseases, drought stress or general decline. If required, follow the integrated pest management program established by the Agency to ensure healthy plants.
- i) Joints and cracks in concrete, patterned concrete or asphalt, concrete pavers, concrete curbs, expansion joints, catch basins, gutter areas, etc. shall be inspected on a monthly basis to keep those areas free of weeds.
- j) Inspect the irrigation system performance on a monthly basis to ensure the system is providing 100% coverage, does not have sections of low pressure, heads and valves are clean and clear of debris and any damaged irrigation components (i.e., spray nozzles, spray heads, valve boxes, etc.) are repaired or replaced.

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

LIST OF EXHIBITS

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

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

CITY OF FORT LAUDERDALE

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
Dean J. Trantalis, Mayor

By: _____
John Krane, P.E.
Transportation Development Director

_____ day of _____, 2024

Date: _____

By: _____
Susan Grant, Acting City Manager

Attest: _____
Executive Secretary

_____ day of _____, 2024

Attest:

Legal Review:

David R. Soloman, City Clerk

Office of the General Counsel Date

Approved as to form by Office of City Attorney

City Attorney

COUNTY: BROWARD
SECTION: 86050000
STATE ROAD: A1A
PERMIT: 2022-L-491-00010

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

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

II. MAINTENANCE LIMITS FOR AMENDMENT #20:

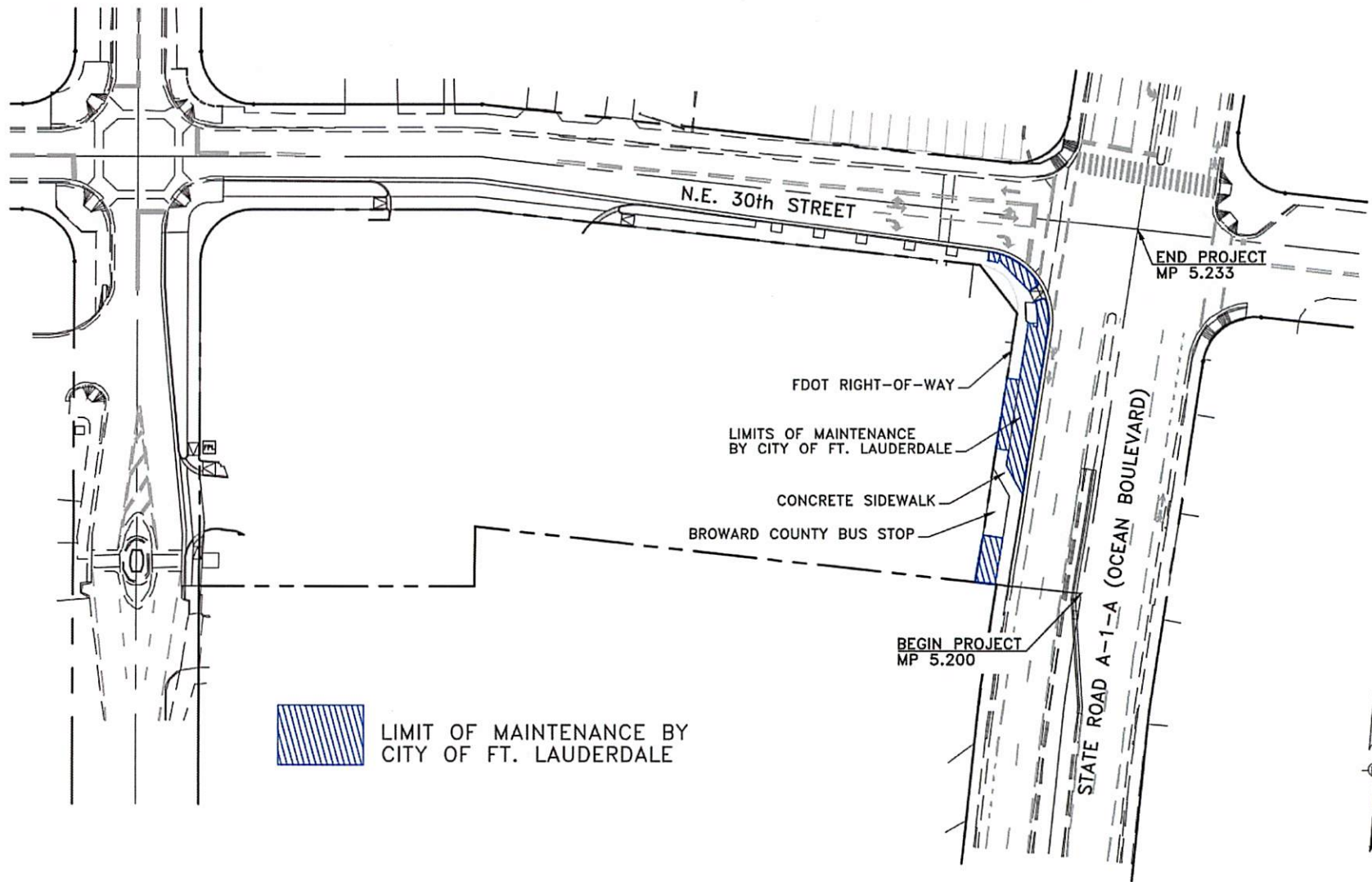
Section Number 86050000

State Road A1A (Ocean Boulevard) from MP 5.200 to MP 5.233 (NE 30th Street)

III. AMENDMENT #20 MAINTENANCE BOUNDARY MAP:

*Please See Attached**

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



LANDSCAPE IMPROVEMENTS BOUNDARY MAP
CITY OF FT. LAUDERDALE

COUNTY: BROWARD
SECTION: 86050000
STATE ROAD: A1A
PERMIT: 2022-L-491-00010

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: Paolo Ferrera, RLA
GRAEF
July 12, 2024

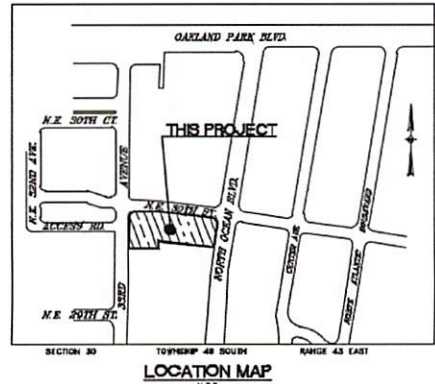
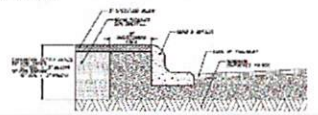
LANDSCAPE DRAWINGS FOR FT. LAUDERDALE BEACH PUBLIX STATE ROAD A-1-A AND N.E. 30TH STREET LAUDERDALE BEACH, FLORIDA

FDOT GENERAL NOTES

1. **COVERING STANDARD PLANS:**
FLORIDA DEPARTMENT OF TRANSPORTATION, FY 2022-23 STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION AND APPLICABLE INTERIM SPECIFICATIONS (IS) ARE AVAILABLE AT THE FOLLOWING WEBSITE: <https://www.flhwy.com/transportationmanagement/interimstandardplans.html>
2. **COVERING STANDARD SPECIFICATIONS:**
FLORIDA DEPARTMENT OF TRANSPORTATION, JULY 2022 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AT THE FOLLOWING WEBSITE: <https://www.flhwy.com/transportationmanagement/interimstandardplans.html>
3. CONTRACTOR SHALL REPAIR ALL DAMAGE DONE TO FOOT PROPERTY DURING DEMOLITION, RELOCATION &/OR INSTALLATION ACTIVITIES AT HIS SOLE EXPENSE.
4. ANY PLANT MATERIAL SUBSTITUTION WITHIN OR IMPACTING THE FOOT RIGHT OF WAY WHETHER REQUESTED BY THE CONTRACTOR, OWNER, LANDSCAPE ARCHITECT OR OTHER WILL NEED TO OBTAIN APPROVAL FROM THE FOOT DISTRICT LANDSCAPE ARCHITECT.
5. OWNERSHIP OF ALL SUITABLE EXCAVATED MATERIALS, AS DETERMINED BY THE DEPARTMENT, SHALL REMAIN IN THE DEPARTMENT WITH 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 FOOT DISTRICT 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 FOOT RIGHT OF WAY, LANDSCAPE INSTALLATION SHALL COMPLY WITH CURRENT APPLICABLE FOOT MAINTENANCE SPECIFICATION 800, CHANGING REFERENCE: <https://www.flhwy.com/transportationmanagement/interimstandardplans.html>
2. FOR THE PORTION OF LANDSCAPE PLANT MATERIAL THAT WILL BE INSTALLED WITHIN THE FOOT RIGHT OF WAY REFER TO THE FDOT STANDARD PLANS INDEX 880-001 LANDSCAPE INSTALLATION, ONLINE REFERENCE: <https://www.flhwy.com/transportationmanagement/interimstandardplans.html>
3. IT IS RECOMMENDED TO VERIFY THE EXISTING SOIL CONDITIONS FOR THE MEDIA TO BE PLANTED PRIOR TO FINALIZING THE CONSTRUCTION DOCUMENTS. IF THE EXISTING SUB-SPACE IS COMPACTED ROAD BASE, IT IS RECOMMENDED TO SPECIFY REPLACED WITH PLANTING SOIL, AS FOLLOWS:
 - a. CONTRACTOR SHALL PRESERVE A CONTINUOUS BAND OF UNDISTURBED COMPACTED SUB-BASE 18" FROM THE BACK OF CURB (SEE DETAIL BELOW).
 - b. CONTRACTOR SHALL INSURE THAT ALL UNDESIRABLE SOIL, INCLUDING CONCRETE, PAVEMENT, ROAD BASE, STONES OVER 3" DIAMETER AND ALL CONSTRUCTION DEBRIS, IS REMOVED FROM MEDIAN AREA TO BE PLANTED AND REPLACED WITH SPECIFIED PLANTING SOIL, E.G. 60% SAND AND 40% MULCH.
 - c. AREAS TO BE PLANTED WITH SHRUBS AND/OR GROUND COVERING REMOVE COMPACTED SOIL TO A DEPTH OF 12" AND REPLACE WITH SPECIFIED PLANTING SOIL. PLANTING SOIL SHALL COME UP TO 4" FROM TOP OF CURB, RESERVING SPACE FOR 3" COMPACTED MULCH AND 1" CLEAR FROM TOP OF CURB.
 - d. PLANTING PITS FOR TREES AND PALMS: REMOVE COMPACTED SOIL WITHIN THE AREA OF EACH PLANTING PIT TO A DEPTH OF 12" FROM THE TOP OF CURB. PLANTING SOIL SHALL COME UP TO 4" FROM TOP OF CURB, RESERVING SPACE FOR 3" COMPACTED MULCH, AND 1" CLEAR FROM TOP OF CURB.
4. CYPRESS MULCH IS NOT PERMITTED ON TOP OF CURB. 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 FOOT DISTRICT OPERATIONS PERMIT LANDSCAPE INSPECTOR UPON INSPECTION.



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, RECLAIM 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 A SET OF "AS-BUILT" IRRIGATION PLANS.

INDEX OF DRAWINGS

DWG. NO.	DESCRIPTION
L-0	LOCATION MAP AND NOTES
L-1	TREE POSITION PLAN
L-1.1	SITE SPOCK, SCHEDULE, NOTES AND DETAIL
L-2	LANDSCAPE PLAN
L-2.1	LANDSCAPE REQUIREMENTS, SCHEDULE AND NOTES
L-2.2	LANDSCAPE DETAILS
L-2.3	LANDSCAPE DETAILS
L-2.4	FDOT LANDSCAPE DETAILS
L-2.5	LANDSCAPE SPECIFICATIONS
IR-1	IRRIGATION PLAN
IR-2	IRRIGATION NOTES AND DETAILS
IR-3	IRRIGATION SPECIFICATIONS

GRAEF
5400 South Dadeland Boulevard
Suite 601
Miami, FL 33156
305 / 378 5555
305 / 279 4553 fax

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FOR THE FIRM: PAOLO FERRERA
LA 6687210

PROJECT TITLE:
FT. LAUDERDALE BEACH PUBLIX
2365 NORTH OCEAN BOULEVARD
FT. LAUDERDALE BEACH, FLORIDA 33308

MR. RANDY J. HOLMAN
BOARD OF STRUCTURES
3000 Parkway Plaza
St. Petersburg, FL 33710
813-888-9888 Fax: 813-888-9890

ISSUE:
NO. DATE REVISIONS BY
7/22/22 FDOT COMMENTS

PROJECT INFORMATION:
PROJECT NUMBER: 20197040
DATE: 07-10-19
DRAWN BY: P.F.
CHECKED BY: N.H.O.
APPROVED BY: P.F.
SCALE: AS SHOWN

SHEET TITLE:
LOCATION MAP AND NOTES

SHEET NUMBER:

FDOT Landscape Permit Number 2022-L-491-00010

L-0 # 24-0668
Exhibit 2
Page 25 of 37

X:\MIA\2019\20190402\Design\Drawings\LA-0 COVER 7/12/2024 12:55 PM



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FOR THE FIRM: PAOLO FERRERA
 LA 667210

PROJECT TITLE:

FT. LAUDERDALE BEACH PUBLIX
 2985 NORTH OCEAN BOULEVARD
 FT. LAUDERDALE BEACH, FLORIDA 33306

MR. RANDY J. HOLMAN
 ENGINEER
 1712204
 04/04/2018
 (10/04/2018) (10/04/2018)

NO.	DATE	REVISIONS	BY
4/14/22		FOOT COMMENTS	
7/22/22		FOOT COMMENTS	
11/4/23		FIELD REVISION	

ISSUE:

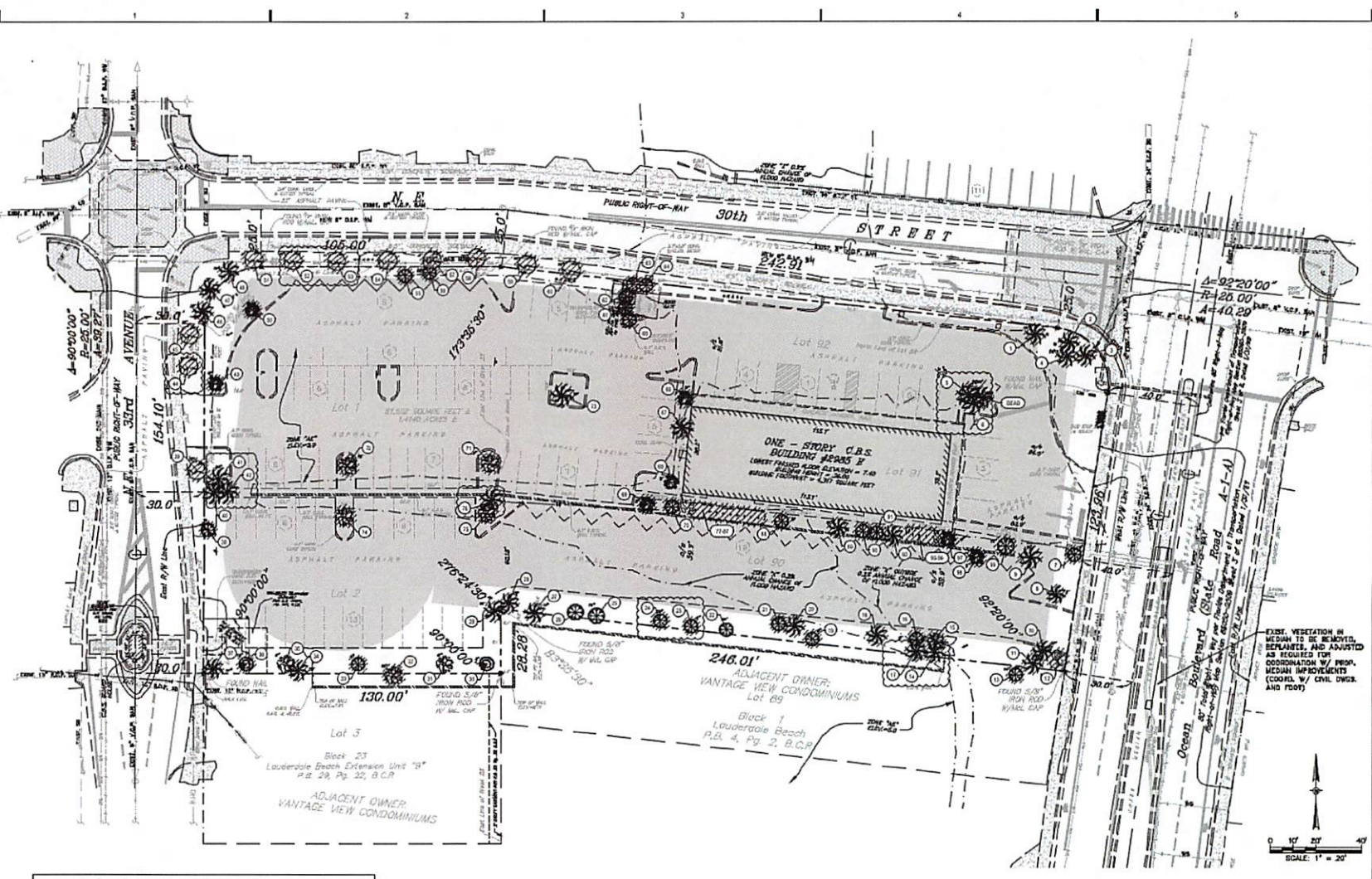
PROJECT INFORMATION:

PROJECT NUMBER: 20197040
 DATE: 07-10-19
 DRAWN BY: P.F.
 CHECKED BY: M.H.O.
 APPROVED BY: P.F.
 SCALE: AS SHOWN

SHEET TITLE:

TREE DISPOSITION PLAN

SHEET NUMBER:



TREE DISPOSITION LEGEND

	EXISTING TREE/PALM TO BE PROTECTED AND PRUNED AS REQUIRED FOR INSTALLATION OF PROPOSED IMPROVEMENTS. SEE LANDSCAPE DETAILS.		EXISTING TREE/PALM TO BE REMOVED AND MITIGATED AS APPLICABLE.
	EXISTING TREE/PALM TO BE RELOCATED. SEE PLANTING PLAN.		SHADED AREA INDICATES EXTENT OF PROP. PUBLIC STORE.

TREE DISPOSITION PLAN
 SCALE: 1" = 30'

Sunshine811
 Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
 Check positive response codes before you dig!

FDOT Landscape Permit Number 2022-L-491-00010

X:\MAM\2019\2019\04\Design\Drawings\LA-1 TREE DISPOSITION 7/12/2024 12:56 PM



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FOR THE FIRM: PAOLO FERRERA
LA 6867210

PROJECT TITLE:
FT. LAUDERDALE BEACH PUBLIX
2985 NORTH OCEAN BOULEVARD
FT. LAUDERDALE BEACH, FLORIDA 33308

MR. RANDY J. HOLMAN
MANAGER STRUCTURES
3877 Paradise Palm
Gainesville, FL 32608
(813) 336-8888 FAX (813) 336-8888

NO.	DATE	REVISIONS	ISSUE	BY
1	1/13/22	BD COMMENTS		
	4/14/22	FDOT COMMENTS		
	4/29/22	BD COMMENTS		
	5/9/22	BCTD COMMENTS		
	6/6/22	ADDRESS COMMENTS		
	7/22/22	FDOT COMMENTS		
	9/6/22	BD COMMENTS		
	11/23	FIELD REVISION		
	5/10/24	FDOT MMQA		

PROJECT INFORMATION:
PROJECT NUMBER: 20197040
DATE: 07-10-19
DRAWN BY: P.F.
CHECKED BY: N.H.O.
APPROVED BY: P.F.
SCALE: AS SHOWN

SHEET TITLE:
LANDSCAPE PLAN
SHEET NUMBER:

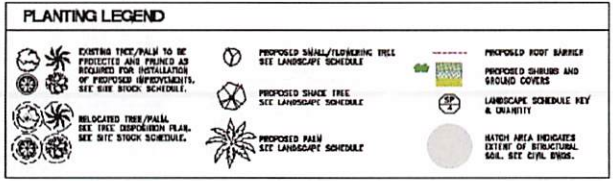
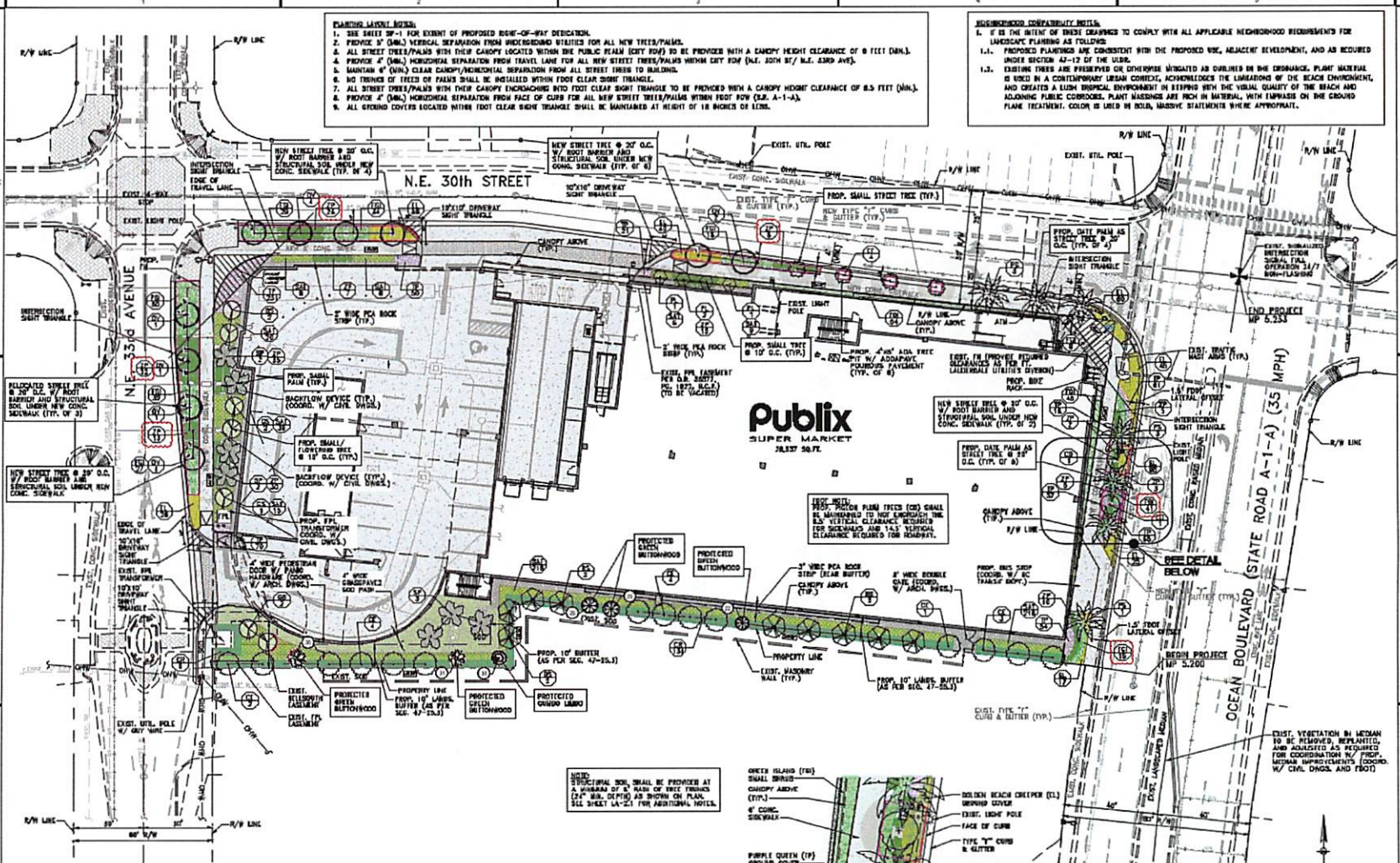
Design Speed = 35 MPH
FDOT Landscape Permit Number 2022-L-491-00010
L-2.0 4-0868
Exhibit 2
Page 28 of 37

LANDSCAPE LAYOUT NOTES:

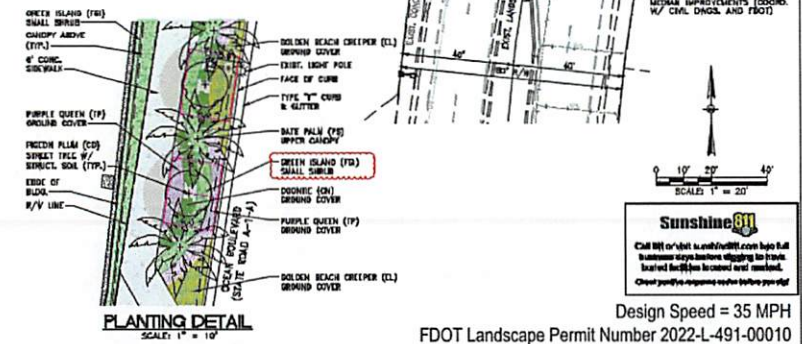
- SEE SHEET SP-1 FOR EXTENT OF PROPOSED RIGHT-OF-WAY DEDICATION.
- PROVIDE 3" (MIN.) VERTICAL SEPARATION FROM UNDERGROUND UTILITIES FOR ALL NEW TREES/PALMS.
- ALL STREET TREES/PALMS WITH THEIR CANOPY LOCATED WITHIN ONE PUBLIC PLAZA (EAST ROAD) TO BE PROVIDED WITH A CANOPY HEIGHT CLEARANCE OF 8 FEET (MIN.).
- PROVIDE 4' (MIN.) HORIZONTAL SEPARATION FROM TRAVEL LANE FOR ALL NEW STREET TREES/PALMS WITHIN EAST ROAD (N.E. 30TH ST./M.E. 43RD AVE.).
- MAINTAIN 4' (MIN.) CLEAR CANOPY/ARCHITECTURAL SEPARATION FROM ALL STREET TREES TO BUILDING.
- NO TRUNKS OF TREES OR PALMS SHALL BE INSTALLED WITHIN FOOT CLEAR SHIRT TRIANGLE.
- ALL STREET TREES/PALMS WITH THEIR CANOPY ENCHANGING INTO FOOT CLEAR SHIRT TRIANGLE TO BE PROVIDED WITH A CANOPY HEIGHT CLEARANCE OF 6.5 FEET (MIN.).
- PROVIDE 4' (MIN.) HORIZONTAL SEPARATION FROM FACE OF CURB FOR ALL NEW STREET TREES/PALMS WITHIN FOOT ROW (E.G. A-1-A).
- ALL GROUND COVERS LOCATED WITHIN FOOT CLEAR SHIRT TRIANGLE SHALL BE MAINTAINED AT HEIGHT OF 18 INCHES OF LEIS.

NEIGHBORHOOD COMPATIBILITY NOTES:

- IF THE INTENT OF THESE DRAWINGS TO COMPLY WITH ALL APPLICABLE NEIGHBORHOOD REQUIREMENTS FOR LANDSCAPE PLANNING AS FOLLOWS:
 - PROPOSED PLANNING IS CONSISTENT WITH THE PROPOSED USE, ADJACENT DEVELOPMENT, AND AS REQUIRED UNDER SECTION 42-12 OF THE UOR.
 - EXISTING TREES ARE PRESERVED OR OTHERWISE INDICATED AS DESIRED IN THE DRAINAGE, PLANT MATERIALS IS USED IN A CONTEMPORARY URBAN CONTEXT, ACKNOWLEDGING THE LIMITATIONS OF THE BEACH ENVIRONMENT, AND CREATES A LUSH TROPICAL ENVIRONMENT IN KEEPING WITH THE VISUAL QUALITY OF THE BEACH AND ADJOINING PUBLIC COORDES. PLANT MATERIALS ARE RICH IN MATERIAL, WITH EMPHASIS ON THE GROUND PLANE TREATMENT. COLOR IS USED IN SOLID, MASSIVE STATEMENTS WHERE APPROPRIATE.



LANDSCAPE PLAN
SCALE: 1" = 20'



X:\MMA\2019\2019040\Design\Drawings\LA-2 PLANTING 7/12/2024 12:35 PM

X:\MMA\2019\020197040\Drawings\Drawings\LA-2.1 LANDS DETAILS
7/12/2024 12:57 PM



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FOR THE FIRM: PAOLO FERRERA
LA 6867210

PROJECT TITLE:

FT. LAUDERDALE BEACH PUBLIX
2385 NORTH OCEAN BOULEVARD
FT. LAUDERDALE BEACH, FLORIDA 33308

MR. RANDY J. HOLDMAN
BRIDGE STRUCTURES
107 FORTMEYER PLACE
MIAMI, FLORIDA 33133
(305) 462-9622 FAX (305) 453-9930

ISSUE BY: [Signature]
NO. DATE REVISIONS BY
7/22/22 FDOT COMMENTS

PROJECT INFORMATION:

PROJECT NUMBER: 20197040
DATE: 07-10-19
DRAWN BY: P.F.
CHECKED BY: N.H.O.
APPROVED BY: P.F.
SCALE: AS SHOWN

SHEET TITLE:
LANDSCAPE DETAILS

SHEET NUMBER:

L-2.3 14-0668
Exhibit 2
Page 31 of 37

NOTE:
1. DO NOT SCALE FROM THIS DRAWING.
2. THIS DRAWING IS CONSTRUCTED USING LAYERS WHICH CAN BE TURNED ON OR OFF AS REQUIRED.
3. DUE TO THE CURRENT ALL SHEETS SHOULD BE RE-REVISIONED AFTER PLANTING.

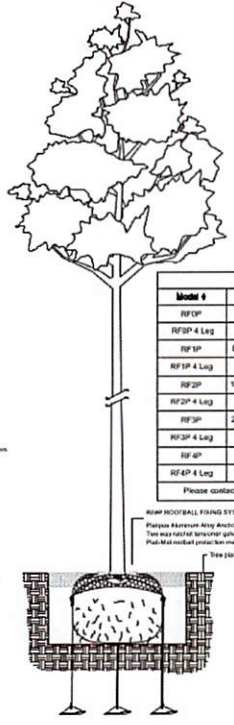
NOTE:
CONTRACTOR SHALL PROVIDE SUB-GRADE TREE BRACING FOR ALL PROP. TREES LOCATED IN ADA TREE PITS BY ADAPTIVE POROUS PAVEMENT MANUFACTURED BY PLATIPUS EARTH ANCHORING SYSTEMS OR APPROVED EQUAL.

NOTE:
1. DO NOT SCALE FROM THIS DRAWING.
2. THIS DRAWING IS CONSTRUCTED USING LAYERS WHICH CAN BE TURNED ON OR OFF AS REQUIRED.
3. DUE TO SETTLEMENT ALL TREES SHOULD BE RE-TENSIONED AFTER PLANTING.

NOTE:
CONTRACTOR SHALL PROVIDE SUB-GRADE PALM BRACING FOR ALL PROP. LARGE PALMS LOCATED IN ADA TREE PITS BY ADAPTIVE POROUS PAVEMENT MANUFACTURED BY PLATIPUS EARTH ANCHORING SYSTEMS OR APPROVED EQUAL.



FFAP 3 Leg



Model #	Height - H (ft)	Outlet - B (ft)
RFOP	Up to 8'	Up to 1.0'
RFOP 4 Leg	Up to 12'	
RF 3P	8'-15' (2.5m - 4.5m)	1.5" - 2" (40mm - 75mm)
RF 3P 4 Leg	12' - 24' Box	
RF 2P	10'-25' (4.5m - 7.5m)	3" - 5.75" (75mm - 150mm)
RF 2P 4 Leg	24' - 48' Box	
RF 1P	25'-40' (7.5m - 12m)	5.75" - 9.5" (150mm - 230mm)
RF 1P 4 Leg	48' - 60' Box	
RF 4P	48" (12m)	9.5" (230mm)
RF 4P 4 Leg	60' - 120'	

Please contact Platipus representative for boxes over 120'

NEW ROOTBALL TYPING SYSTEM - PLATIPUS
Please Refer to any drawings.
This may require contractor generated area.
Pit-Mat model prior to punch.

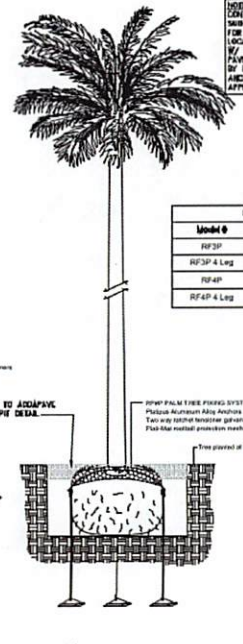
Tree planted at curbside line

© 2015 PLATIPUS ANCHORS

SUB-GRADE TREE BRACING DETAIL
N.T.S.



RFAP 3 Leg



Model #	Height - H (ft)	Outlet - B (ft)
RF 3P	8m - 6m (27' - 20')	
RF 3P 4 Leg	48" - 60"	
RF 4P	8m - 12m (20' - 40')	
RF 4P 4 Leg	60" - 120"	

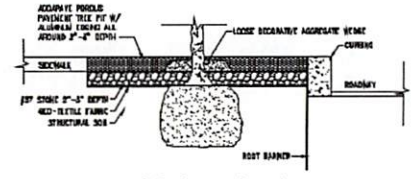
REFER TO ADAPTIVE TREE PIT DATA.

RFAP PALM TREE FIXING SYSTEM - PLATIPUS
Platipus Maximum Allow Anchor
Two wire rebar tensioner get spaced wire
Plus the rebar protection mesh.

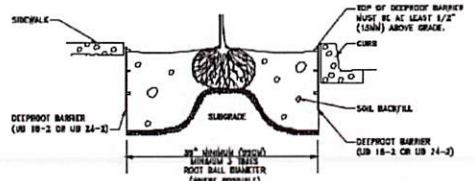
Tree planted at curbside line

© 2015 PLATIPUS ANCHORS

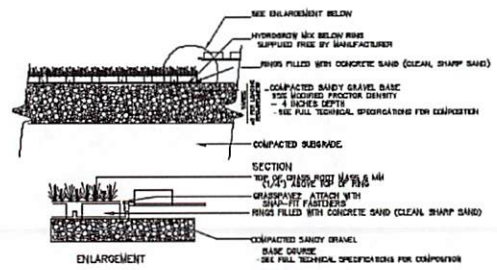
SUB-GRADE PALM BRACING DETAIL
N.T.S.



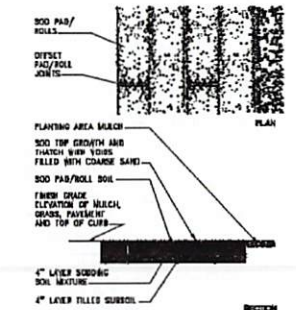
ADAPAVE TREE PIT
N.T.S.



ROOT BARRIER DETAIL
N.T.S.



GRASSPAVE2 DETAIL
N.T.S.



SODDING DETAIL
N.T.S.

FDOT Landscape Permit Number 2022-L-491-00010



9400 South Dadeland Boulevard
 Suite 601
 Miami, FL 33156
 305 / 378 5555
 305 / 279 4553 fax

www.graef-usa.com

CERTIFICATE OF AUTHORIZATION NO. 4278
 SEAL / SIGNATURE



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FOR THE FIRM: PAOLO FERRERA
 LA 886726

PROJECT TITLE:

FT. LAUDERDALE BEACH PUBLIX
 2965 NORTH OCEAN BOULEVARD
 FT. LAUDERDALE BEACH, FLORIDA 33308

MR. RANDY J. KOLBACH
 8500 W. PALM BLVD.
 SUITE 1000
 FT. LAUDERDALE, FL 33309

FDOT 07/22/2022

NO.	DATE	REVISIONS	BY
1	1/13/22	BD COMMENTS	
2	4/29/22	BD COMMENTS	
3	5/9/22	BCTD COMMENTS	
4	7/22/22	FDOT COMMENTS	

PROJECT INFORMATION:

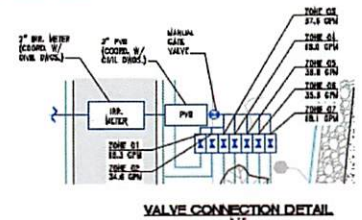
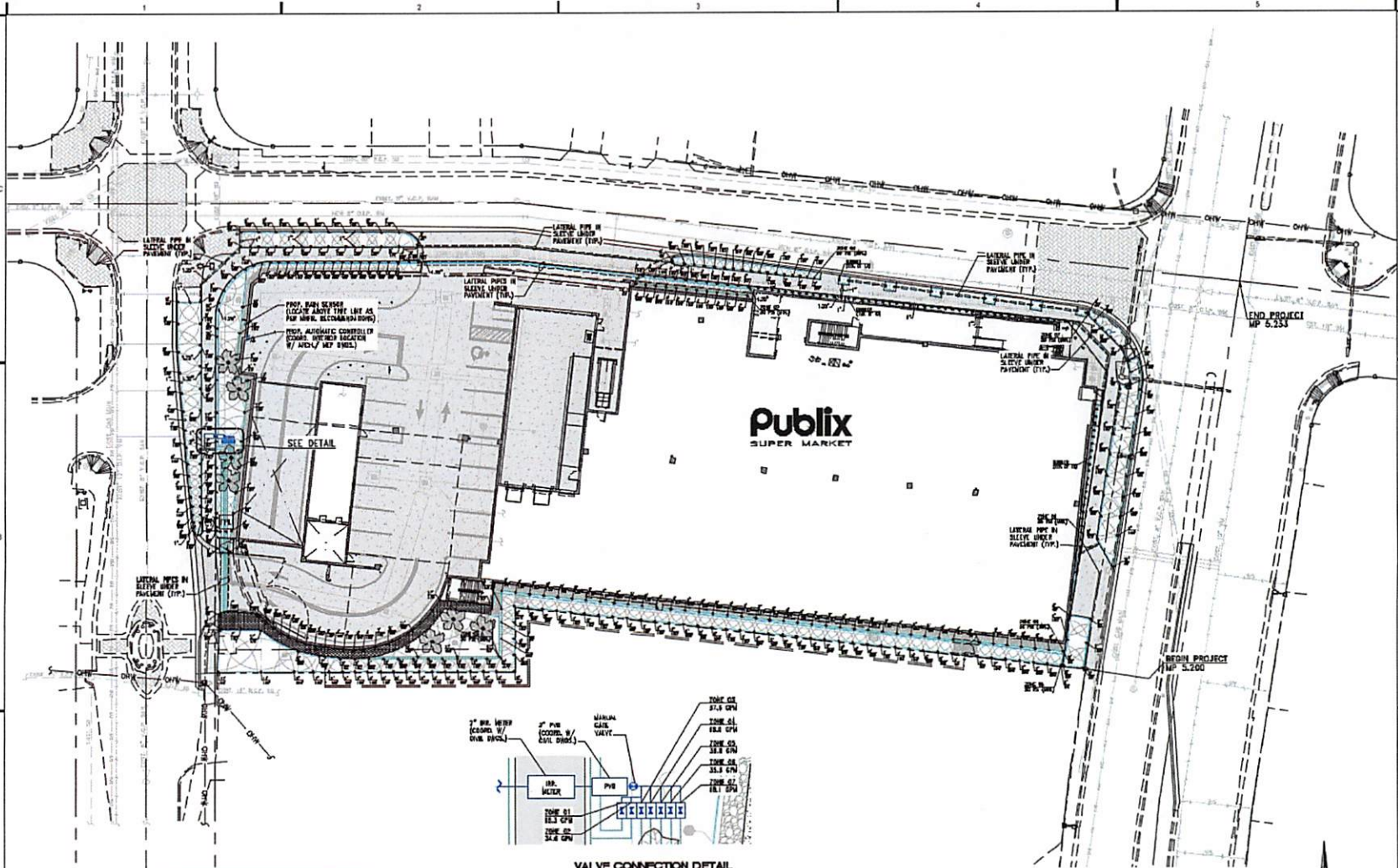
PROJECT NUMBER: 20197040
 DATE: 07-10-19
 DRAWN BY: P.F.
 CHECKED BY: N.H.O.
 APPROVED BY: P.F.
 SCALE: AS SHOWN

SHEET TITLE:

IRRIGATION PLAN

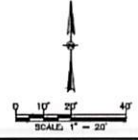
SHEET NUMBER:

IR-1
 # 24-0668
 Exhibit 2
 Page 34 of 37



LEGEND	
	APPROXIMATE ROOT ZONE SEE PLANTING PLAN
	KEY, SPRINKLER AND WATER PATTERN REFER TO SPRINKLER SCHEDULE
	IRRIGATION LATERAL PIPING
	IRRIGATION MAIN PIPING
	IRRIGATION LATERAL PIPING IN SLEEVE
	IRRIGATION MAIN PIPING IN SLEEVE
	IRRIGATION DRIP LINE
	AUTOMATIC ELECTRIC VALVES IN VALVE BOX REFER TO STANDARD EQUIPMENT SCHEDULES
	GATE VALVE IN VALVE BOX REFER TO EQUIPMENT SCHEDULE
	STATION NUMBER AND FLOW IN GPM REFER TO IRRIGATION SYSTEM DIAGRAM AND STATION SCHEDULE
	AUTOMATIC CONTROLLER REFER TO EQUIPMENT SCHEDULE
	RAIN SENSOR SWITCH REFER TO EQUIPMENT SCHEDULE

IRRIGATION PLAN
 SCALE: 1" = 20'



FDOT Landscape Permit Number 2022-L-491-00010

X:\MIA\2019\2019\04\Design\Drawings\IR-1 IRRIGATION
 7/12/2024 1:03 PM

COUNTY: BROWARD
SECTION: 86050000
STATE ROAD: A1A
PERMIT: 2022-L-491-00010

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



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

2L

Today's Date: 10/7/2024

DOCUMENT TITLE: PUBLIX SUPER MARKETS, INC. – ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT

COMM. MTG. DATE: 10/1/2024 CAM #: 24-0668 ITEM #: CR-3 CAM attached: YES NO

Routing Origin: CAO Router Name/Ext: J. Larregui/5106 Action Summary attached: YES NO

CIP FUNDED: YES NO

Capital Investment / Community Improvement Projects 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.

1) Dept: TAM Router Name/Ext: G. Rizzuti-Smith/3764 # of originals routed: 2 Date to CAO: 10/4/24

2) City Attorney's Office: Documents to be signed/routed? YES NO # of originals attached: 2

Is attached Granicus document Final? YES NO Approved as to Form: YES NO

Date to CCO: 10/8/24 T. Ansbro
Shari C. Wallen
Attorney's Name Initials

3) City Clerk's Office: # of originals: 2 Routed to: Donna V./Amber C./CMO Date: 10/08/24

4) City Manager's Office: CMO LOG #: _____ Document received from: _____
Assigned to: SUSAN GRANT (Acting City Manager) ANTHONY FAJARDO (Assistant City Manager)
LAURA REECE (Acting Assistant City Manager) BEN ROGERS (Acting Assistant City Manager)

SUSAN GRANT as Acting CRA Executive Director
 APPROVED FOR S. GRANT'S SIGNATURE N/A FOR S. GRANT TO SIGN
PER ACM: Anthony Fajardo _____ (Initial/Date)
PER AACM: Laura Reece _____ (Initial/Date) Ben Rogers _____ (Initial/Date)

PENDING APPROVAL (See comments below)
Comments/Questions: _____

Forward ___ originals to Mayor CCO Date: _____

5) Mayor/CRA Chairman: Please sign as indicated.
Forward ___ originals to CCO for attestation/City seal (as applicable) Date: _____

6) City Clerk: Scan original and forwards 2 originals to: G. Rizzuti-Smith/TAM/ Ext. 3764

Attach ___ certified Reso # _____ YES NO Original Route form to J. Larregui/CAO