This Instrument prepared by and return to:
Jason S. Crush, Esquire
Crush Law, P.A.
333 N New River Dr. E,
Suite 1500
Ft. Lauderdale, FL 33301

AGREEMENT ANCILLARY TO LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT ("Agreement")

THIS IS AN AGREEMENT ANCILLARY TO A LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT (hereinafter "MMOA") made and entered into this 3rd day of April, 2018 by and between:

LM HOTELS LLC, a Florida Limited Liability Company organized and authorized to conduct business in the State of Florida, having a principal address of 2860 Marina Mile Boulevard, Suite 119, Fort Lauderdale, FL 33312, its successors and assigns (hereinafter "LICENSEE")

and

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

RECITALS

WHEREAS, CITY is about to enter into a MMOA with the Florida Department of Transportation, a department of the State of Florida (hereinafter, "FDOT") relative to LICENSEE'S installation and maintenance of certain landscaping and related improvements in the right of way for State Road 5 (US1), the installation and maintenance of such improvements being subject to certain terms and conditions; and

WHEREAS, the MMOA with FDOT and CITY is attached hereto as **Exhibit "A"** and incorporated herein by reference; and

WHEREAS, State Road 5 (US1) is within the FDOT Road System; and

WHEREAS, Section 2 of the MMOA provides for installation of the landscaping, irrigation and other related improvements as identified in Exhibit "B" to the MMOA, incorporated herein by reference; and

WHEREAS, Section 3 of the MMOA provides for maintenance of the landscaping, irrigation and other related improvements as identified in Exhibit "B" to the MMOA, incorporated herein by reference; and

WHEREAS, Section 10 of the MMOA provides for assumption of liability and specific insurance requirements; and

WHEREAS, the LICENSEE desires to stand in the CITY's place with regard to the obligations as set forth in the MMOA placed upon CITY;

WHEREAS, in order to induce the CITY into entering the MMOA with the FDOT, as a condition precedent to executing the MMOA, CITY is requiring LICENSEE to enter into this Agreement with CITY;

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, LICENSEE and CITY agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby ratified and confirmed and incorporated herein.

2. Defined 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.

Contract Administrator means the City Engineer of 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 Contract Administrator.

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 Agreement, which shall be the date upon which both (i) this Agreement is executed by the proper corporate officials for LICENSEE and (ii) CITY and (iii) the MMOA is executed by all parties thereto.

Florida Building Code means The Florida Building Code adopted pursuant to Chapter 553, Florida Statutes and includes the Broward County Amendments thereto.

License Area means that area identified as "Property" in the MMOA, being more particularly described in that Sketch and Description attached thereto as **Exhibit "B".**

LICENSEE means **LM HOTELS LLC,** a Florida Limited Liability Company organized and authorized to conduct business in the State of Florida, whose principal address is 2860 Marina Mile Boulevard, Suite 119, Fort Lauderdale, FL 33312.

Permit means either a Building Permit issued by the Building Official pursuant to the Florida Building Code and Broward County Administrative Amendments thereto or an Engineering Permit issued by the Office of the CITY Engineer, or both, whichever the case may be.

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.

Plans and Specifications means the signed and sealed engineering drawings, plans, specifications, schematics, drawings, details, and topographic survey for the Project Improvements to be installed, constructed, operated, maintained, repaired within and removed from the License Area(s).

Project means the implementation, construction, installation, operation, maintenance, repair and replacement from time to time of the Project Improvements within the designated License Area for the purpose of establishing, installing, operating, maintaining and repairing, from time to time the Project Improvements as more particularly identified in **Exhibit "C"** to the MMOA. The term *Project* also includes the ongoing obligation of maintenance and repair of the Project Improvements within the designated License Area, including reconstruction, repair or reinstallation of Project Improvements from time to time and shall also include the operational activities involved in the Project Improvements as more particularly set forth in the MMOA. The term *Project* shall not include the possession, use or occupancy of the designated License Areas for any other purpose, except as expressly authorized in this Agreement. The term *Project* includes any portion thereof.

Project Improvements means the placement, installation, construction, fabrication of certain improvements within the License Area as more particularly identified in the MMOA and **Exhibit "B"** to the MMOA. The term *Project Improvements* includes any portion thereof. The Project Improvements are demonstrated schematically on **Exhibit "B"** to the MMOA.

Property means the highway facility identified in the MMOA, identified in **Exhibit "A"** to the MMOA.

Staging of Materials or Equipment means the placement of materials or equipment or parking of vehicles within the License Area or vehicular travel lanes adjacent thereto during the

assembling or construction of the Project Improvements in any manner other than (a) temporarily and (b) for the purpose of and while actually engaged in the act of loading or off-loading materials or equipment from a vehicle. Staging of Materials or Equipment shall include equipment or materials off-loaded from a vehicle and placed within the License Area when not being removed from the License Area to LICENSEE's Property as soon as practicable.

Storage is synonymous with *Staging of Materials or Equipment* during the assembling or construction of the Project Improvements and shall mean the placement of materials or equipment within the License Area or any public right of way within two blocks of the Property in such a manner as would constitute *Staging of Materials or Equipment* if the materials or equipment were within the License Area.

3. Compliance and Default. LICENSEE shall comply with each and every term and condition set forth in the MMOA and failure to so comply within the applicable cure period shall constitute a default under this Agreement. Any acts or omissions by LICENSEE or LICENSEE'S contractors which are not in compliance with the terms and conditions of the MMOA not cured within the applicable cure period shall constitute a default under this Agreement. Furthermore, LICENSEE shall comply with each and every term and condition set forth in this Agreement.

4. Conditions. This Agreement is subject to the following conditions:

4.1 No construction of the Project Improvements shall be commenced prior to issuance of the required Permits.

4.2 For the License Area where the Project Improvements are to be placed, installed or constructed, prior to construction and installation of Project Improvements within the License Area CITY, at the discretion of the City Engineer shall perform, at its sole cost and expense, a sub-surface utility investigation.

4.2.1 In the event defects to any of the subterranean utilities are detected as a result of the sub-surface utility investigation, CITY shall cause to be repaired such defects prior to construction and installation of the Project Improvements.

4.2.2 In the event no defects to any of the subterranean utilities are detected as a result of the sub-surface utility investigation under 4.2.1., LICENSEE shall bear the cost of any repairs required after construction of the Project Improvements for a period of one (1) year after receiving a Certificate of Completion from the CITY Engineer.

4.3 Any damage to existing pavement or to any publicly owned property or rights-of-way, including sidewalk easement, caused by the installation, movement or removal of temporary barrier fencing shall be repaired to the satisfaction of the City Engineer and the cost of such repairs shall be borne by LICENSEE.

4.4 LICENSEE shall provide to the Office of the City Engineer as-built plans, specifications, details and surveys after construction of the Project Improvements.

4.5 LICENSEE shall be responsible for making all utility notifications and obtaining all locations and clearances prior to performing any excavation work, including for the installation of signs and fence posts.

4.6 Any damage to existing pavement or to any publicly owned property or rights-of-way caused by the installation, movement or removal of Project Improvements promptly upon notice from the CITY to LICENSEE shall be repaired to the satisfaction of the Office of City Engineer and the cost of such repairs shall be borne by LICENSEE.

4.7 At the conclusion of the construction and installation phase of the Project, all damage to any elements such as pavement, curbs, sidewalks, signs, markings, landscaping, trees, irrigation, parking meters, light poles, etc. located within the public right of way or License Area promptly upon notice from CITY to LICENSEE shall be repaired or restored to a condition equal to or better than that existing prior to commencement of construction of the Project.

4.8 Storage of construction materials or equipment shall be limited to the Property or other permissible area subject to the limitations referenced herein and shall not be stored within any of the public rights-of-way within a two-block radius of the Property. Staging of Materials and Equipment in the public right of ways is strictly prohibited.

4.9 Storage of dumpsters and debris shall be limited to the Property and shall not be stored, placed or collected within the any of the public rights-of-way within a two-block radius of the Property.

4.10 If needed, as determined by the Contract Administrator, LICENSEE shall provide labor to clean surrounding streets and sidewalks of dirt and debris.

4.11 All material or equipment deliveries shall be placed within the boundaries of the Property, inside the perimeter fencing for the Property, for off-loading to avoid conflicts with pedestrian or vehicular traffic.

5. Cost Recovery and Fees.

5.1 Annual Inspection Fees. LICENSEE agrees to pay to CITY for each fiscal year that this Agreement is in effect, commencing with the Effective Date hereof and continuing annually on the first day of January of each year thereafter, an annual inspection fee to be determined by the City Manager which such fee shall be based on CITY'S reasonable projected cost of periodically inspecting the License Area for compliance with the terms and conditions set forth in this Agreement over the then current fiscal year (October 1st through September 30th), such reasonable projected cost of periodic inspections not to exceed $200.00 per annum.

5.2 Recovery of Additional Costs of Administration. In addition to the annual inspection fees set forth above, LICENSEE shall also be obligated to pay additional fees to CITY amounting to the recovery of reasonable costs incurred by CITY in the creation, administration, monitoring and enforcement of this Agreement and the MMOA, including, but not limited to, staff time incurred relative thereto, and reasonable cost of CITY'S attorneys' services associated with the preparation and administration of this Agreement and any amendments thereto and including enforcement of the terms thereof, with such reasonable cost of services not to exceed $500.00 per annum.

5.3 Rendition of Statement. Upon CITY providing a statement of fees and/or costs to LICENSEE, LICENSEE shall pay CITY within thirty (30) days the amounts owed in accordance with the Statement. The Statement shall provide sufficient detail as to the nature of the cost, services rendered, inclusive dates services rendered, time consumed and cost relating thereto. For each month beyond thirty (30) days from rendition of the Statement to LICENSEE for which the fee remains unpaid, simple interest of six percent (6%) per month shall be due CITY, but not to exceed the highest lawful amount allowed by law. If a dispute arises as to the fees owed CITY under the Statement, and such dispute is not resolved within ninety (90) days after the date of rendition of the Statement, LICENSEE shall pay the undisputed amount and shall provide CITY with a bond or other security acceptable to the City Manager for the disputed amount pending a resolution of the dispute by negotiation or litigation. In addition to any other remedies available to CITY, CITY shall be entitled to recover from LICENSEE all costs of collection, including reasonable attorneys' fees and court costs incurred at all tribunal and appellate levels, provided CITY ultimately prevails.

6. ADA. LICENSEE shall have the continuing obligation of compliance with the Americans with Disabilities Act, as same may be amended from time to time, with respect to the Project as it is applicable.

7. Condition of License Areas. LICENSEE accepts the License Area in an "AS IS" condition as of the Effective Date of this Agreement. If LICENSEE finds any conditions altered after an initial inspection of the License Area, which have a material adverse effect on the Project, CITY shall be notified immediately.

8. Compliance with Regulations of Public Bodies. LICENSEE shall, at its sole cost and expense, possess, use, construct, operate, maintain and repair and replace, from time to time, the Project Improvements within the License Area of the Project and perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the License Area, Project Improvements and the Project in order to comply with health and sanitary requirements, fire hazard requirements, zoning requirements, building code requirements, City of Fort Lauderdale Engineering Standards, Americans with Disabilities Act requirements, environmental requirements and other similar regulatory requirements.

9. No Property or Contract Right. LICENSEE expressly acknowledges that pursuant to the terms hereof, it gains no property or contract right through this Agreement to the continued possession of the Property within the License Area.

10. Repairs and Maintenance. LICENSEE shall not commit waste or injury to the License Area or the use, operation and maintenance of the Project Improvements maintained therein. LICENSEE shall, at its own cost and expense, at all times cause the Project Improvements within the License Area to be safely and securely maintained, kept in good condition, repair, clean, and free of rubbish and other hazards to Persons using the License Area. LICENSEE further covenants and agrees, to make or cause to be made any and all repairs or replacements, ordinary or extraordinary, structural or otherwise, necessary to maintain the License Area and Project Improvements in their original condition at the time of the commencement of the term of the MMOA. The Office of the CITY Engineer shall approve all structural repairs and replacements. When making repairs, replacements and maintenance LICENSEE shall comply with all laws, CITY or applicable County Codes, ordinances, Florida Building Code, regulations promulgated by federal, state, county, CITY or any other agency with jurisdiction over the Project and Project Improvements and CITY Engineering standards then in effect; provided, however, that LICENSEE shall only be responsible to make such repairs and replacements as required under the MMOA. The License Area shall be maintained in a neat and orderly appearance at all times.

11. Emergencies. If an emergency situation arises with respect to the License Areas where the License Areas or any condition thereof presents an imminent threat to the health or safety of Persons or property, CITY shall make reasonable efforts to provide telephone and fax or e-mail notice to the LICENSEE's Contact Person. If, following that notice, LICENSEE 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 from LICENSEE in accordance with provisions hereof. For the purposes of this Paragraph, LICENSEE's Contact Person shall be Sandy Patel, LM HOTELS, LLC, 2860 Marina Mile Boulevard, Suite 119, Fort Lauderdale, FL 33312, telephone number: 954-444-5905; and email: sandy.patel@luckeysmanage.com. In the event the LICENSEE's Contact Persons or any other information pertaining to the LICENSEE's Contact Person shall change, such change shall be provided to the CITY Engineer in writing.

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

13. Removal, Restoration and Security for Performance.

13.1 Except as may otherwise be expressly provided herein or in the MMOA, it is agreed that upon termination of MMOA, in whole or in part, as to the License Area, upon written request of CITY within thirty (30) days of such termination, LICENSEE shall remove all or any part of the Project Improvements and any components thereof upon revocation or termination of the MMOA as aforesaid as to the License Area and upon demand of FDOT or CITY for removal of all or any part of the Project Improvements as to the License Area and

LICENSEE shall restore the surface of the such License Area to the conditions that existed prior to LICENSEE's installation of all or any of the Project Improvements within the License Area. Such removal shall be at LICENSEE's sole cost and expense. In the event LICENSEE fails to begin to remove all or any parts of the Project Improvements contemplated herein with thirty (30) days after written demand by the FDOT or CITY, CITY is hereby authorized to remove such Project Improvements that interfere with the easement rights or the public's use of dedicated rights-of-way and restore the respective License Area to the conditions that existed prior to the LICENSEE's construction of Project Improvements, and all reasonable costs associated with the removal and restoration thereof shall be fully reimbursed by LICENSEE. Notwithstanding the foregoing, LICENSEE shall have the obligation to immediately begin the process of removing any or all of the Project Improvements within the License Area upon termination, in whole or in part, of the MMOA.

13.2. In the event LICENSEE fails to remove the Project Improvements and FDOT or CITY finds it necessary to remove the Project Improvements in accordance with the foregoing, then the total expense incurred by CITY in removing the Project Improvements and the administrative costs associated therewith shall be considered a special assessment and lien upon the Property. LICENSEE shall have thirty (30) days from the date of the statement of the total expenses incurred by CITY and the administrative costs associated therewith within which to pay to 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 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 CITY's removal of the Project 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.

14. Damage and Destruction. LICENSEE shall not by its possession, use, occupancy, operation, maintenance or repair of the License Area, suffer or permit any damage to the License Area or to the adjacent real property. If during the term of the MMOA or this Agreement, LICENSEE becomes aware that the Project Improvements within the License Area have been damaged, destroyed or deteriorated in whole or in part by fire, casualty, obsolescence, failure to maintain or any other cause, and whether or not such destruction or damage is covered by any insurance policy on the Project, LICENSEE shall give to CITY prompt notice thereof, and LICENSEE shall:

(a) seek the necessary Permits and approvals from the regulatory agencies with jurisdiction over the License Area, Project Improvements or adjacent real property to repair, replace and rebuild the same or cause the same to be repaired, replaced or rebuilt as nearly as possible to their original condition; or

(b) to the extent that such destruction or damage affected the Project Improvements within the License Area or real property adjacent thereto, or any part thereof, if LICENSEE

elects to remove such Project Improvements consistent with the terms of the MMOA, then LICENSEE shall seek the Permits and approvals, if any, required for such removal and cause such Project Improvements to be removed from the License Area and return the License Area to the condition that existed prior to the Effective Date of the MMOA.

15. Indemnity.

15.1 LICENSEE shall protect, defend, indemnify and hold harmless CITY, its officers, 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 LICENSEE under the MMOA and this Agreement, conditions contained therein, the location, construction, repair, maintenance use or occupancy by LICENSEE of the License Area, Project Improvements or Project, or the breach or default by LICENSEE of any covenant or provision of the MMOA or this Agreement, except for any occurrence arising out of or resulting from the intentional wrongful or gross negligence of CITY, its officers, agents and employees. 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 License Area by LICENSEE or others, alleged infringement of any patents, trademarks, copyrights or of any other tangible or intangible personal or real property right by LICENSEE, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court by LICENSEE, is included in the indemnity.

15.2 LICENSEE further agrees that upon proper and timely notice to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by CITY, LICENSEE shall assume and defend not only itself but also CITY in connection with any claims, suits or causes of action, and any such defense shall be at no cost or expense whatsoever to CITY, provided that CITY (exercisable by CITY's Risk Manager) shall retain the right to select counsel of its own choosing. This indemnification shall survive termination, revocation or expiration of the Agreement and shall cover any acts or omissions occurring during the term of the Agreement, including any period after termination, revocation or expiration of the Agreement while any curative acts are undertaken.

15.3 CITY does not waive its sovereign immunity and the indemnify set forth above shall not expand the rights or remedies of any third parties.

16. Insurance. At all times during the term of the MMOA and this Agreement, LICENSEE, at its expense, shall keep or cause to be kept in effect the insurance coverages set forth in the MMOA and LICENSEE 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 License Term and annually thereafter on the anniversary date of the policies.

17. Remedies of CITY.

17.1 In the event the LICENSEE fails to perform or violates any of the terms or conditions of MMOA or this Agreement or is in breach or default in any term or condition hereof, FDOT or CITY shall provide written notice thereof to LICENSEE and LICENSEE shall cure such violation within the time provided in such Notice, which such time for cure shall be reasonable in light of all the circumstances. LICENSEE shall be obligated to serve upon the CITY any notices of breach of default served upon LICENSEE by FDOT.

17.1.1 In the event the Contract Administrator finds that the LICENSEE has failed to timely cure such violation, the Contract Administrator shall provide written Notice thereof to LICENSEE and impose or assess a fine equal to the damages suffered by the CITY.

17.1.2 LICENSEE shall provide written Notice to CITY when the violation has been cured. In the event the Contract Administrator finds the violation was not cured on the date alleged by LICENSEE, Contract Administrator shall provide LICENSEE with written Notice thereof. Contract Administrator shall provide written Notice to LICENSEE when Contract Administrator finds that the violation has been cured.

17.1.3 In the event LICENSEE disagrees with either FDOT; or the Contract Administrator's (a) finding that a violation exists or continues to exist, or (b) imposition or assessment of a per diem fine, or (c) determination of the date of compliance or noncompliance, LICENSEE shall file a written Notice of Appeal to the FDOT or the CITY Manager within five (5) days of receiving notice of (a), (b) or (c) above.

17.1.4 Within ten (10) days of receiving a Notice of Appeal under Section 17.1.3, the CITY Manager shall hear presentations thereon and render a written Final Order thereon, serving a copy thereof upon LICENSEE. In deciding an Appeal filed under Section 17.1.3, the CITY Manager may affirm, reverse or modify, in whole or in part, the findings of the Contract Administrator. The CITY Manager may equitably adjust downward any fines in the interests of justice.

17.1.5 In the event LICENSEE contests the Final Order of the CITY Manager under Section 17.1.4 above, LICENSEE may file a Notice of Appeal with the CITY Clerk including all written arguments in support of contesting the Final Order. The CITY Commission shall review the Notice of Appeal and the written arguments in support of contesting the Final Order as soon as a hearing thereon may be reasonably scheduled. At the hearing on the Appeal, the CITY Commission shall hear presentations by the LICENSEE and CITY Manager and shall render an Order ("Order on Appeal") thereon affirming, reversing or modifying the Final Order in whole or in part.

17.1.6 Any fines resulting from the process set forth in Sections 17.1.1 through 17.1.6 shall be paid to CITY within sixty (60) days from the final adjudication resulting from that process.

17.2 In the event LICENSEE fails to timely cure the violation within the time specified in Section 17.1, CITY, as an alternative to the procedures set forth in Sections 17.1.1 through 17.1.6, may

17.2.1 take any equitable action to enforce the terms and conditions of the MMOA or this Agreement, it being stipulated by the parties that since this MMOA deals with the right to use public easements and rights-of-way or FDOT or CITY owned or dedicated lands used for a governmental purpose, a violation or breach of any term or condition of the MMOA constitutes an irreparable injury to the public and CITY for which there is no adequate remedy at law; or

17.2.3 take such curative action that was required to be taken by LICENSEE under the MMOA and the cost and expense incurred in CITY's curative actions shall be passed on to and owed by LICENSEE, in which case LICENSEE 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. LICENSEE shall reimburse CITY within sixty (60) 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. The demand shall include reasonable documentation supporting the expenses incurred by CITY. If a dispute arises as to the need for, or amount due to CITY for repairs or maintenance undertaken by CITY in accordance with this License, and such dispute is not resolved within forty-five (45) days after the date that CITY makes the original written demand for payment, LICENSEE 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.

17.3 If LICENSEE 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 resulting from the procedures set forth in Sections 17.1 and 17.2, 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 LICENSEE'S failure to pay the fines owed or reimburse CITY for curative actions taken by CITY. LICENSEE shall be entitled to pursue all legal and equitable remedies to contest the amount or existence of any such lien.

17.4 CITY shall have all other rights and remedies granted to it at law or in equity for LICENSEE's failure to pay the fines owed or reimburse CITY for curative actions taken by CITY. LICENSEE shall be entitled to pursue all legal and equitable remedies to contest the amount or existence of any such lien. The remedies found within this Section 17, including all subsections thereof, are cumulative. The exercise of one does not preclude the exercise of any other remedy.

18. Requirement for Notice. LICENSEE shall give CITY prompt written notice of any accidents on, in, over, within, under and above the License Area. LICENSEE shall also give CITY prompt written notice of any notices of violation received from the FDOT.

19. Notices.

(a) Except as provided in subparagraph (c) below, whenever it is provided herein that notice, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other, or either of the parties shall desire to give or serve upon the other any notice, demand, request or other communication with respect hereto or with respect to any matter set forth in this Agreement, each such notice, demand, request or other communication shall be in writing and any law or statute to the contrary 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 LICENSEE 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.

<u>AS TO CITY:</u> CITY Manager
City Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

<u>With copy to:</u> CITY Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

AS TO LICENSEE: Sandy Patel
LM Hotels LLC
2860 Marina Mile Blvd., Suite 119
Fort Lauderdale, FL 333312

AS TO LICENSEE: Courtney Crush, Esq.
Crush Law, P.A.
333 N New River Dr. E, Suite 1500
Fort Lauderdale, FL 33301

(c) As to activities under Paragraph 11, 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 13, Emergencies.

20. Assignment, Pledge, Security Interest. LICENSEE shall not voluntarily, involuntarily or by operation of law, assign, sell, pledge, grant a security interest, or in any manner transfer the License or any interest therein or grant any right to the License Area to a party which is not the owner (or mortgagee of the owner of the Property) without the prior written consent of FDOT and CITY, which such consent shall not unreasonably be withheld. The obligations under this Agreement are covenants running with the Property and upon transfer of the Property will be released of all liability hereunder arising after such transfer and then the owner of the Property will be responsible under this Agreement.

21. Compliance with Laws and Regulations. LICENSEE shall comply with all applicable statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Fort Lauderdale, and of any other public authority that may be applicable to MMOA or this Agreement and the possession, use, occupancy and maintenance of the License Area and the conduct of the Project permitted herein.

22. Independent Contractor. As between CITY and LICENSEE, LICENSEE is an independent contractor under this Agreement. Services provided by LICENSEE pursuant to this Agreement shall be subject to the supervision of LICENSEE. In providing such services, neither LICENSEE 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 LICENSEE or LICENSEE'S agents any authority of any kind to bind CITY in any respect whatsoever.

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

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

25. Successors. This Agreement shall be binding on and inure to the benefit of the parties, their successors and assigns.

26. No Waiver of Sovereign Immunity. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

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

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

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

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

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

of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

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

33. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds alone on the part of LICENSEE be deemed Force Majeure.

34. Recording. This Agreement shall be recorded in the Public Records of Broward County, Florida. CITY shall record the Agreement, subject to LICENSEE reimbursing CITY for the cost thereof. A copy of the recorded Agreement shall be provided to LICENSEE and filed with the CITY Clerk's Office of the CITY of Fort Lauderdale.

35. Estoppel. Upon request, CITY, through its CITY Manager, will provide an estoppel certificate to LICENSEE confirming to the best of CITY's knowledge whether or not LICENSEE is current and in good standing under this Agreement and the amount owed, if any, to CITY hereunder.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

AS TO CITY:

WITNESSES:

CITY OF FORT LAUDERDALE

Jeanette A. Johnson
Jeanette A. Johnson
[Witness type or print name]

By _____
Dean J. Trantalis, Mayor

Gina Rizzuti Smith
Gina Rizzuti Smith
[Witness type or print name]

By _____
Lee R. Feldman, City Manager

(CORPORATE SEAL)

ATTEST:

_____
Jeffrey A. Modarelli, City Clerk

Approved as to form:
Alain E. Boileau, Interim City Attorney

_____
Lynn Solomon, Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 9th day of May, 2018, by **Dean J. Trantalis,** Mayor of the CITY of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

JEANETTE A. JOHNSON
Notary Public - State of Florida
My Comm. Expires Jan 31, 2019
Commission # FF 166303
Bonded through National Notary Assn.

Jeanette A. Johnson
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Jeanette A. Johnson
Name of Notary Typed,
Printed or Stamped

My Commission Expires: 1/31/19

Commission Number FF 166303

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this May 7th, 2018, by **Lee R. Feldman**, City Manager of the CITY of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

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

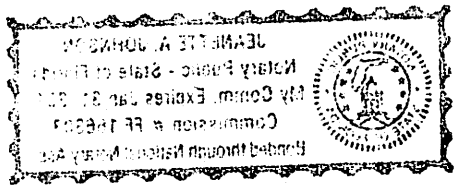
(SEAL)

KERRY ARTHURS
MY COMMISSION # FF953055
EXPIRES: January 24, 2020

KERRY ARTHURS
Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number



AS TO LICENSEE:

LM HOTELS LLC., a Florida Limited Liability Company

By _____
Sanjaykumar Patel, Manager

WITNESSES:

_____
SANDY PATEL
[Witness type or print name]

_____
GEORGE WHITE
[Witness type or print name]

STATE OF FLORIDA:
COUNTY OF BROWARD:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by **Sanjaykumar Patel**, as Manager of **LM HOTELS LLC**, a Florida corporation. He is personally known to me or has produced _____ as identification and did take an oath.

(SEAL)

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

Karishma F. Dumasia
Name of Notary Typed,
Printed or Stamped

Notary Public State of Florida
Karishma F Dumasia
My Commission GG 056360
Expires 12/19/2020

My Commission Expires: 12/19/2020.

GG 056360
Commission Number

SECTION No.:	**86010000**
Permit No.:	**2016-L-491-0010**
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 23rd day of May 2018, 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.

W I T N E S S E T H:

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

WHEREAS, the AGENCY seeks to install or have installed by permit and maintain certain landscape improvements within the right of way of **State Road 5 (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. 18-63 dated May 10, 2018, 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 (I) 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 (I) 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 N.W. 9th Avenue, Fort Lauderdale, FL 33309 (954) 776-4300, a twenty-four (24) hour telephone number and the name of a responsible person that the DEPARTMENT may contact. The AGENCY shall notify the local maintenance office forty-eight (48) hours prior to the start of the 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 8 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 TERMINATION

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

(a) By the DEPARTMENT, if the AGENCY fails to perform its duties under this Agreement, following ten (10) days written notice.

(b) By the DEPARTMENT, for refusal by the AGENCY to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the AGENCY in conjunction with this Agreement.

9. AGREEMENT TERM

(a) 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.

(b) If the DEPARTMENT chooses to cancel the landscape improvements described in **Exhibit "B",** this Agreement becomes void and the original Agreement is reinstated, if any.

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.

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 all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions, and disputes shall be final and conclusive upon the parties hereto.

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. The AGENCY agrees to waive forum and venue and that the DEPARTMENT shall determine the forum and venue in which any dispute under this agreement is decided.

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
Attention: Elisabeth Hassett, R.L.A.
FDOT District IV Landscape Architect

If to the AGENCY:
City of Fort Lauderdale
290 N.E. 3rd Avenue
Fort Lauderdale, FL 33301
Title: 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 on the day and year provided below.

AGENCY

CITY OF FORT LAUDERDALE, through its
CITY COMMISSIONERS

ATTEST:

By: _____
Dean J. Trantalis, Mayor

_____
Jeffrey A. Modarelli, City Clerk

_____ day of _____, 2018

(SEAL)

_____
Lee R. Feldman, City Manager

Approved as to form by Office of City Attorney

By: _____
Lynn Solomon, Assistant City Attorney

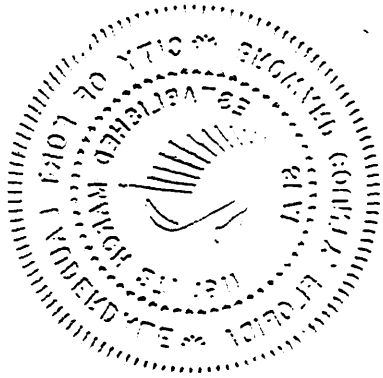
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Director of Transportation Development

22nd day of May, 2018

Approval:

_____ 5/21/2018
Office of the General Counsel (Date)



SECTION No.:	**86010000**
Permit No.:	**2016-L-491-0010**
COUNTY:	**Broward**
S.R. No.:	**5**

EXHIBIT A

LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES

I. LIMITS OF MAINTENANCE FOR LANDSCAPE IMPROVEMENTS:

State Road 5 (US 1) from S.E. 1st Street (M.P. 10.273) to Alleyway Intersection (M.P. 10.302)

II. LANDSCAPE IMPROVEMENTS MAINTENANCE RESPONSIBILITIES MAP:

Please see attached map

:

LANDSCAPE IMPROVEMENT MAINTENANCE MAP

25ft. CLR. SITE TRIANGLE AT ALLEY INTERSECTION. NOTE: INTERSECTION CURRENTLY OPERATE AS A ONE-WAY EASTBOUND ALLEYWAY.

EXIST. CONC. SIDEWALK

END PROJECT MP 10.302

SR-5 FEDERAL HIGHWAY US-1 (S.E. 6TH AVENUE / EAST AVENUE PLAT)

SR-5 R.O.W.

PROPOSED REINFORCED CONC. SIDEWALK

LIMITS OF MAINTENANCE BY CITY OF FORT LAUDERDALE

PROPERTY LINE / FDOT R.O.W.

EXIST. STREET LIGHT

4'-0" HORIZONTAL CLR. PROVIDED MEETS FDOT INDEX 700 & 546

PROPOSED STREET TREES SHALL BE INSTALLED IN COMPLIANCE WITH FDOT INDICES 700 & 546. GROUND COVER SPECIES SHALL BE INSTALLED WITH A MATURE HEIGHT OF BELOW 24" INCHES. REFER TO FDOT APPROVED LANDSCAPE PERMIT 2016-L-491-0010

SR-5
DESIGN SPEED
35 MPH.

BEGIN PROJECT MP 10.273

S.E. 1ST STREET

LOT 4 NOT INCL

29' PUBLIC INGRESS AND EGRESS EASEMENT PER O.R. 16687, PAGE 0977, B.C.R.

LEGEND:

LIMITS OF MAINTENANCE BY CITY OF FORT LAUDERDALE

END PROJECT MP 10.302

BEGIN PROJECT MP 10.273

FDOT R.O.W. / PROPERTY LINE

NORTH

SCALE 1" = 10'-0"

LANDSCAPE IMPROVEMENT MAINTENANCE MAP EXHIBIT

2016-L-491-0010

Project Name: Fairfield Inn & Suites Marriott
Fort Lauderdale, Fl
Landscape Improvement Maintenance Map Exhibit

RHETT ROY
Landscape Architecture Planning P.A.
818 North Andrews Avenue
Fort Lauderdale, FL 33311
Florida License Number LA 0667
Phone: (954)763-5705
Fax: (954)763-5706
Email:

Florida License No. C000298

Drawn: JSC
Project No.: 12056.00
CAD File No.: 12056.00
Date: 11/21/2017
Scale: 1" = 10'-0"
Drawing No.: LM-E

SECTION No.:	**86010000**
Permit No.:	**2016-L-491-0010**
COUNTY:	**Broward**
S.R. No.:	**5**

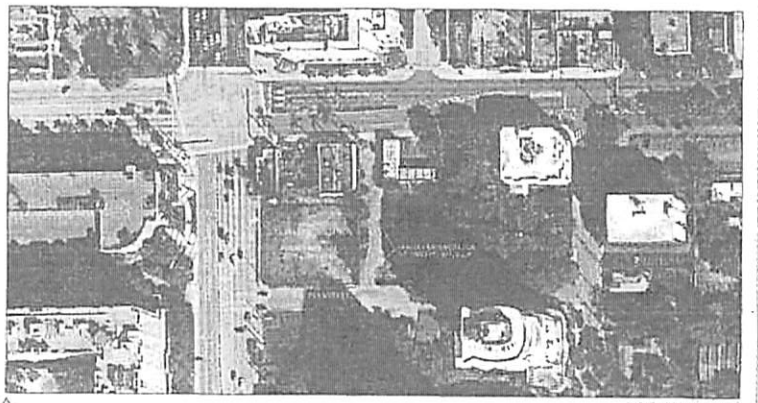
EXHIBIT B

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: Rhett G. Roy, RLA
Rhett Roy Landscape Architecture/Planning PA
Date: July 18, 2016

LANDSCAPE ARCHITECTURAL PERMIT PACKAGE FOR:
FAIRFIELD INN & SUITES MARRIOTT
SR-5 (US-1), Fort Lauderdale, Florida



5.

LOCATION MAP
N.T.S

DRAWING INDEX

GENERAL NOTES

Installed Landscape shall be installed and maintained in accordance with FDOT Specifications and Design Standard Indexes, Governing Standards and Specifications, 2016 Florida Department of Transportation, Design Standards, and 2016 Standard Specifications for Road and Bridge Construction.

Contractor shall repair any and all damage done to FDOT property during demolition, relocation &/or installation activities at his sole expense.

Proposed Reinforced concrete sidewalks within FDOT right of way shall comply with current FDOT Standard Specification 522.

Ownership of all suitable excavated materials, as determined by the Department, shall remain in the Department until a final acceptance of the permitted project is fulfilled. Excavated materials shall be hauled by the Permittee, at their cost & expense from the site to the Broward Operations Center or stockpiled in those areas as directed by the Department, including asphalt millings.

MAINTENANCE AGREEMENT NOTES

Any non-standard component specified on FDOT right of way in addition to trees and sod, such as planting of shrubs, groundcover, hardscape, and/or an irrigation system requires a Maintenance Memorandum of Agreement (MMOA) FDOT may require an executed MMOA prior to final permit approval for this project. Please contact Mary Ann Randolph MaryAnnRandolph@dot.state.fl.us - 954-677-7887 for more information about the MMOA process.

5.

PLANTING NOTES

Planting details shown on Sheet L-4 delineate the planting details for use within the property boundaries only. For the proposed landscape within the FDOT right of way shall conform with standards set forth in Index 544, refer to FDOT Standard Index 544 Details, On line Reference.
http://www.dot.state.fl.us/rddesign/DS16/IDx/IDx0544.pdf

A COPY OF THIS PERMIT AND PLANS WILL BE ON THE JOB SITE AT ALL TIMES DURING THE CONSTRUCTION OF THIS FACILITY

IRRIGATION NOTES

DOT requires 24 hour emergency access to water source.

Refer to Irrigation plans for water connection points and electrical connection for proposed controllers and pumps.

Contractor shall provide FDOT District Operations Manager [illegible] set of "As- Built" irrigation plans.

FDOT
APPROVED

811 Know what's below. Call before you dig.

PERMIT REV. NO. 2016-L-491-0010

FDOT

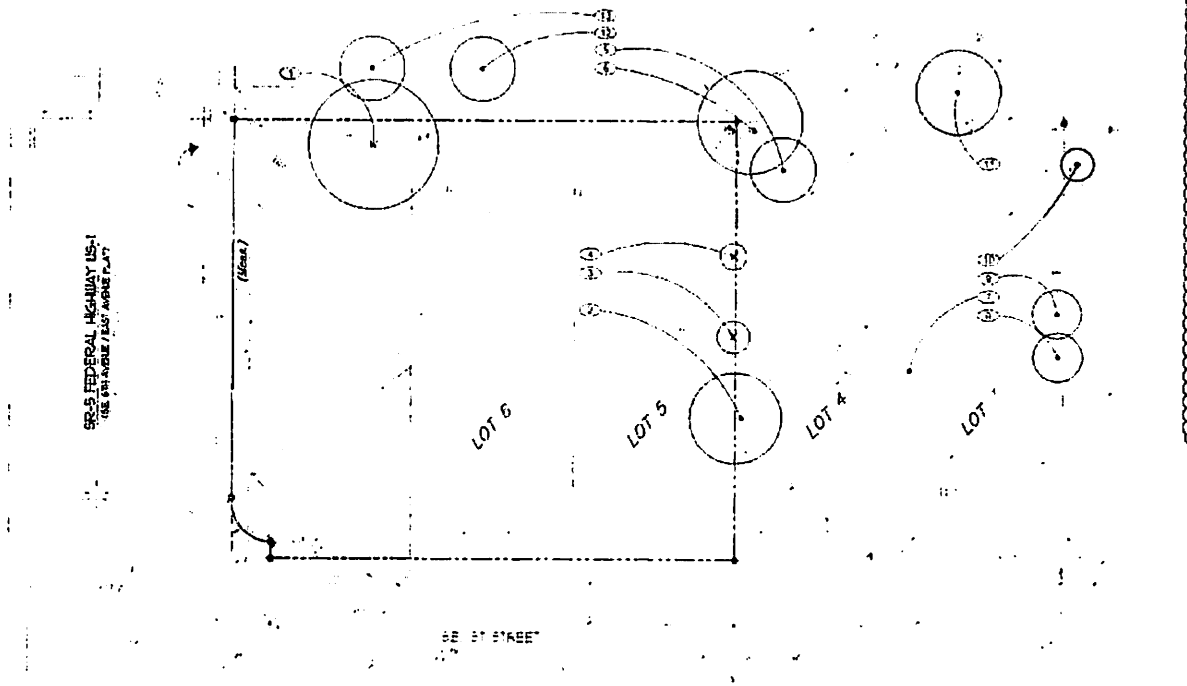
Fairfield Inn & Suites Marriott
SR-5 (US-1) Fort Lauderdale, Fl

COVER SHEET

Landscape Architecture Planning, P.L.
818 North Andrews Avenue
Fort Lauderdale FL 33311
Florida Licensed Business
Tel: 954-523-4701
Fax: 954-523-4701
Phone: 954-523-4701

Florida License No. 0000093

Drawn: JSC
Project No.: 12033.00
CAD File No.: 12033.00
Date: 12/03/2012
Scale: N.T.S.
Drawing No.: L-0



Fairfield Inn
20 South Federal Highway, Fort Lauderdale , Fl 33301
Tree Disposition & Mitigation

Tree No	Botanical Name	Common Name	Clata	Cal.	Rating	Cal. Replacement
1	Casuarina equisetifolia	Australian Pine	0	32	0	0
2	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
3	Unknown	Dead Tree	0	20	[illegible]	0
4	[illegible]	[illegible] Palm	[illegible]	[illegible]	[illegible]	[illegible]
5	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
6	[illegible]	[illegible] Oak	[illegible]	[illegible]	[illegible]	[illegible]
7	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
8	[illegible]	Queen Palm	[illegible]	[illegible]	[illegible]	[illegible]
9	[illegible]	Queen Palm	[illegible]	[illegible]	[illegible]	[illegible]
10	[illegible]	Sabal Palm	[illegible]	[illegible]	[illegible]	[illegible]
11	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
12	[illegible]	Live Oak	[illegible]	[illegible]	[illegible]	[illegible]
13	[illegible]	Live Oak	[illegible]	[illegible]	[illegible]	[illegible]

** Trees located Off-site on the adjacent property to the east. [illegible]

TREES LOCATED WITHIN PROPERTY BOUNDARY OF THE FAIRFIELD INN [illegible]

On-site Replacement Value
Principal Canopy Trees / Total Caliper Inches (replacement value) 0
Palms removed from site (replacement value 1 qty. 1" pal palms)

Off-site Replacement Value
Principal Canopy Trees / Total Caliper Inches (replacement value) 35
Palms removed from site (replacement value 1 qty. 1" pal palms)

*TREES OFF-SITE SHOWN FOR REFERENCE ONLY. ANY REMOVAL OR REMEDIAL TRIMMING & PRUNING SHALL BE PERMITTED UNDER A SEPARATE PERMIT.

811 Know what's below. Call before you dig.

TREE #	BOTANICAL NAME	COMMON NAME	CALIPER	HEIGHT	SPREAD	CONDITION	DISPOSITION
1	Casuarina equisetifolia	Australian Pine	12"	60'	30'	FAIR	REMOVE
2 **	Quercus virginiana	Live Oak	12"	30'	30'	POOR	TRIM
3	Ficus	Ficus	8"	15'	8'	[illegible]	REMOVE
4	Veitchia merrillii	Christmas Palm	[illegible]	[illegible]		GOOD	RELOCATE
5	Roystonea regia	Royal Palm	[illegible]	[illegible]		[illegible]	OFF-SITE
6 **	Quercus virginiana	Live Oak	30"	32'	30'	FAIR	TRIM
	[illegible]	[illegible]				DEAD	OFF-SITE
8	Syagrus romanzoffiana	Queen Palm	[illegible]	[illegible]		FAIR	OFF-SITE
9	Syagrus romanzoffiana	Queen Palm	[illegible]	[illegible]		FAIR	OFF-SITE
10	Sabal palmetto	Sabal Palm	[illegible]	[illegible]		FAIR	OFF-SITE
	[illegible]	[illegible]	[illegible]	30'	30'	FAIR	OFF-SITE
[illegible]	Quercus virginiana	Live Oak	8"	[illegible]	8'	FAIR	OFF-SITE
[illegible]	Quercus virginiana	Live Oak	8"	[illegible]	8'	FAIR	OFF-SITE
**	NEIGHBORING TREES OFF-SITE REQUIRING REMEDIAL TRIMMING OF BRANCHES EXTENDING OVER PROPERTY LINE						

LEGEND

- ⓧ TREE TO BE REMOVED
- △ TREE TO BE RELOCATED
- ⊙ TREE TO REMAIN
- EDGE OF CANOPY

NOTE:

TREE REMOVAL AND RELOCATION PERMIT PLANS ARE REQUIRED TO BE SUBMITTED THROUGH THE LANDSCAPE ARCHITECTURE DEPARTMENT. CONTACT: [illegible]

REFER TO THE PROVIDED ARBORIST LETTER FOR TREE EVALUATIONS.

1 TREE SURVEY & TREE DISPOSITION PLAN

SCALE 1/16" = 1'-0"

NORTH

Project Name
Fairfield Inn & Suites Marriott
Fort Lauderdale, Fl

Tree Survey & Tree Disposition Plan

1-20-2014

[illegible] Landscape Architecture, P.A.
[illegible] North Andrews Avenue
Fort Lauderdale, FL 33301
Florida License Number LA [illegible]

Seal
7.18.16

Florida License No. [illegible]

Drawn
JSC

Project No.
12053.00

CAD File No.
12053.00

Date
12/03/2012

Scale
1/16" = 1'-0"

Drawing No.
L-1

TREE #	BOTANICAL NAME	COMMON NAME	CALIPER	HEIGHT	SPREAD	CONDITION	DISPOSITION
1	Casuarina equisetifolia	Australian Pine	12"	40'	35'	FAIR	MITIGATE
2	Quercus virginiana	Live Oak	12"	35'	30'	POOR	REM
3	Palm	Palm	24"	40'	15'	DEAD	MITIGATE
4	Veitchia merrillii	Christmas Palm	24"	12'GL		DEAD	REMOVE
5	Roystonea regia	Royal Palm	18"	35'		FAIR	MITIGATE
6	Quercus virginiana	Live Oak	24"	35'	30'	FAIR	REM
7	Palm	Palm				DEAD	OFF-SITE
8	Syzygium cumini/myrtifolia	Jaboticaba	12"	25'GL		FAIR	OFF-SITE
9	Syzygium cumini/myrtifolia	Jaboticaba	12"	25'GL		FAIR	OFF-SITE
10	Ficus microcarpa	Indian Laurel Fig	18"	35'GL		FAIR	OFF-SITE
11	Bulbostylis ciliatifolia	Palm	24"	35'	30'	FAIR	OFF-SITE
12	Quercus virginiana	Live Oak	24"	35'	30'	FAIR	OFF-SITE
13	Quercus virginiana	Live Oak	24"	35'	30'	FAIR	OFF-SITE
14	REMAINING TREES OFF-SITE REQUIRING REMOVAL, TRIMMING OF BRANCHES EXTENDING OVER PROPERTY LINE						

Fairfield Inn
69 South Federal Highway, Fort Lauderdale, Fl 33301
Tree Dispositions & Mitigation

Tree No.	Botanical Name	Common Name	Class	Cal.	Rating	Cal. Replacement
1	Casuarina equisetifolia	Australian Pine	0	12	0	0
2			40			
3	Unknown	Dead Tree	0	24	0	0
[illegible]						

[illegible]

TREES LOCATED WITHIN PROPERTY BOUNDARY OF THE FAIRFIELD INN PERMIT 13062230

Out to Replacement Value
Provided Canopy Trees: Total Caliper inches (replacement value) 0
Palms removed from site (replacement value 4 ea. Fl.I.) 0

Off site Replacement Value
Provided Canopy Trees: Total Caliper inches (replacement value) 0
Palms removed from site (replacement value 4 ea. Fl.I.) 0

TREES OFF-SITE SHOWN FOR REFERENCE ONLY. ANY REMOVAL OR REMEDIAL TRIMMING & PRUNING SHALL BE PERMITTED UNDER A SEPARATE PERMIT

1 L-1.0 TREE INVENTORY & DISPOSITION LIST N.T.S.

TREE AND PALM RELOCATION

1.01 REQUIREMENTS:

A. Work includes root & crown pruning, relocation procedures, planting, fertilizing, watering.

B. Related work:
1. Special Conditions
2. Buildings, Section 01400
3. Paving & Curbing, Section 02040
4. Air Properties, Section 02100
5. Trees, Palms, Shrubs, and Ground Cover, Section 02400
6. Underground Sprinkler System, Section 02160

C. Trees and palms to be relocated are designated on the drawings.

D. The contractor's area defined for the relocation of existing trees and shrubs shall have a minimum three years experience in relocation of existing plant materials and be recognized by the American Association of Nurseries.

E. The contractor shall locate and identify all existing utilities to include electric, cable, phone, fiber optics, etc. before beginning any specified work. The contractor shall be responsible for any damages to existing utilities.

1.02 QUALITY ASSURANCE:

A. Existing transplant methods to remain shall be protected during all construction phases. Any plant materials designated to remain that are wounded or damaged, shall be replaced at the contractor's expense, with same species, size and quality.

B. Any holes or pits that result from relocating plant materials shall be backfilled with appropriate specified fill (SEE SECTION 02400) and brought flush with surrounding grades. Contractor shall be responsible for installing grades as may be required. It shall be the contractor's responsibility to correct any problems caused by water, wind, erosion, etc. to the relocated and there lagging has occurred.

C. In areas where existing sod is specified to remain, contractor shall repair and replace all sod that is damaged or disturbed by tree relocation work. Sod species shall be the same as existing sod. (SEE SECTION 02400)

D. Work completed in these specifications shall conform to locally recognized practices proved effective by local nurserymen performing similar operations. Contractor shall use equipment designed for digging, moving and transporting plant materials. Extreme care should be used in all times to prevent damage and insure healthy survival of relocated plant materials.

1.03 SUBMITTALS:

A. Contractor to submit a list of equipment, procedures, and labor force anticipated for use for tree and palm relocation before work begins.

B. Contractor shall submit a list of all plants that require root pruning to the Owner's Representative. Contractor shall also submit a schedule indicating the quantity of work can be dug and relocated during a specified period of time.

C. Contractor shall secure any permits that may be required by municipal, state, or federal agencies before beginning work.

PART 2. PRODUCTS

2.01 CANOPY TREES - MINIMUM ROOT BALL SIZES:

A. Ex. per DIN Index: Minimum Root Ball Diameter

1 - 1 1/2	14
2 - 2 1/2	20
3 - 4	34
4 - 4 1/2	38
4 1/2 - 5	40
5 - 5 1/2	42

Larger sizes balance proportionately

B. Minimum Ball Depth

1. Ball with diameter less than 24" - depth not less than 75% of diameter.
2. Ball with diameter 30-36" - depth not less than 60% of diameter.
3. Ball with diameter 38-42" - depth not less than 50% of diameter
4. Larger sizes scale proportionately

2.02 PALMS - MINIMUM ROOT BALL SIZES:

A. Heavy Duty Spec.

Caliper 18" above ground	
6-8"	36"
8-10	34
8-10	36
11-13	38
13-20	36
2-14	42

2.03 TREE SUPPORTS:

A. Deciduous canopy trees shall be staked following the same guidelines and using similar materials as specified on the drawings for new tree planting.

B. Relocated palm species shall be staked according to criteria established on drawings and details.

C. Palm species relocated to temporary holding area will not require staking but shall follow other criteria in these specifications and on the drawings.

NOTE:

TREE REMOVAL AND RELOCATION PERMIT PLANS ARE REQUIRED TO BE SUBMITTED THROUGH THE LANDSCAPE ARCHITECTURE DEPARTMENT.
CONTACT: KIMBERLY PEARSON 954-828-5309

REFER TO THE PROVIDED ARBORIST LETTER FOR TREE EVALUATIONS.

3.04 FERTILIZER:

A. Trees and palms relocated shall be fertilized according to criteria for new planted materials.

B. Fertilizer shall be:
1. Canopy trees: 8-4-10 as distributed by Lesco Inc., Rocky River, Ohio, including trace elements and 50% of the nitrogen derived from natural organic sources. All fertilizers shall be applied according to the manufacturer's recommended specifications for site plantings.
2. Palm trees: 8-4-10 as distributed by Lesco Inc., Rocky River, Ohio, to include trace elements, not limited to manganese, magnesia and iron. All fertilizers shall be applied according, see the manufacturer's specifications for new plantings.

PART 3. EXECUTION

3.01 GENERAL:

A. Contractor shall field locate all trees and palms designated on the plans for relocation. Each plant shall be clearly marked by plastic tape. Tree marking shall determine whether plant material is to be relocated to holding area or to area nearby within the Owner's Representative shall inspect and approve tagging of trees and palms before pruning or digging.

3.02 ROOT PRUNING:

A. Broadleaf / canopy trees to be relocated shall be root pruned (4) weeks before moving. Owner's Representative shall be notified of dates that trees are root pruned. Contractor shall also notify two (2) working days in advance of root pruning to allow time for inspection and time of year.

B. Palm species shall be dug and replanted with the same day. Unless specified by the contractor, failed palmate fronds shall be removed entirely and the bud treated to ship a + 8 inches of the top of the tree. Extreme care should be taken during relocation of all palm species so as not to disturb the bud.

C. Relocated trees are to be dug, ballied and burlapped, and replanted within the same day. Trees by size for any broadleaf / canopy tree shall be 24 inches in depth and depth from bud base shall follow local industry standards based on tree height, caliper, and species. Prune and remove leaves as necessary to match species according to locally accepted practices.

D. Watering, fertilizing, and mulching of relocated / transplanted plant materials shall follow guidelines included elsewhere in these documents for newly transplanted plant materials. (SEE SECTION 02400) Contractor shall assume responsibility for maintenance of relocated materials until project final acceptance by the Owner's Representative.

E. The contractor shall determine the most efficient method for removing existing trees prior to tree cross and avoid damaging pavement, curbs, walks etc. In addition to existing reserves, trees and palm stumps and root systems shall be completely removed with in a 4 ft. diameter and 4' depth from the center of the transplant of grades. All debris resulting from tree removal shall be transported from the site and disposed in a legitimate landfill site.

3.03 WATERING:

A. Beginning root pruning, trees shall be watered DAILY for a period of five consecutive days after the fifth day root pruned trees should be watered a minimum of once every 10 hours until acclimation. Watering shall be done by hose or other method, deep root to thoroughly saturate the root ball up to 24 inches. The contractor shall provide for all watering equipment and materials and can depend on irrigation or other sources for water.

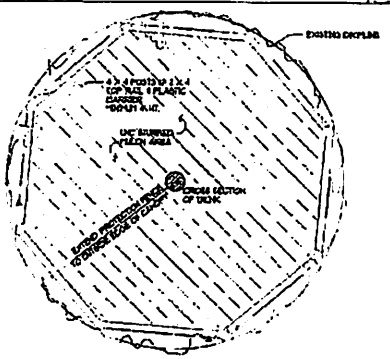
3.04 HANDLING AND TRANSPORTATION

A. Trees are to be properly wrapped and tied during moving so trunks or tops are not scarred or damaged. Trees that are damaged during moving will be replaced.

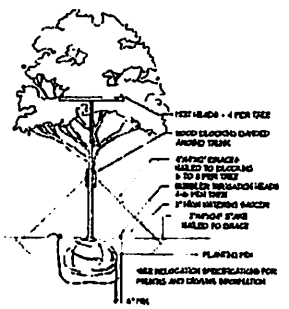
B. Transport plant material on vehicles of adequate size to prevent overcrowding, broken tops, foliage damage, or root ball damage.

C. Root ball should be kept moist during all phases of relocation.

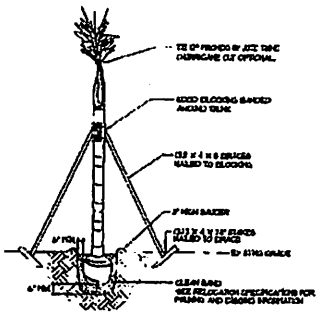
2 L-1.0 TREE RELOCATION NOTES & SPECIFICATIONS N.T.S.



TREE PROTECTION DETAIL



TREE RELOCATION DETAIL



PALM RELOCATION DETAIL

3 L-1.0 TREE PROTECTION & RELOCATION DETAILS

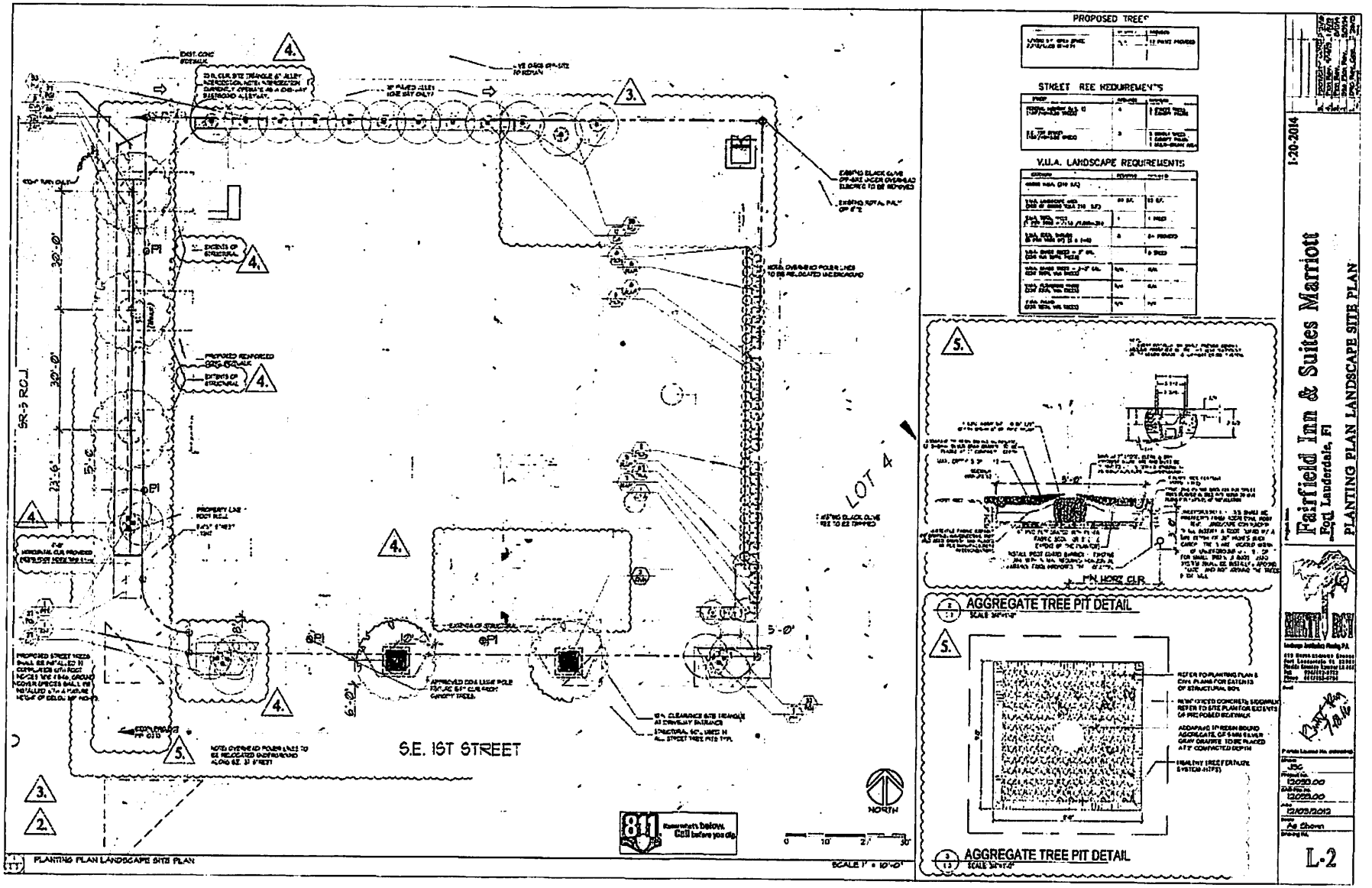
1-20-2014

Project Name: Fairfield Inn & Suites Marriott
Fort Lauderdale, Fl
Tree Survey List, Notes & Details

Landscape Architecture Planning, P.A.
Florida License Number LC 26000291

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

Drawing No. L-1.1

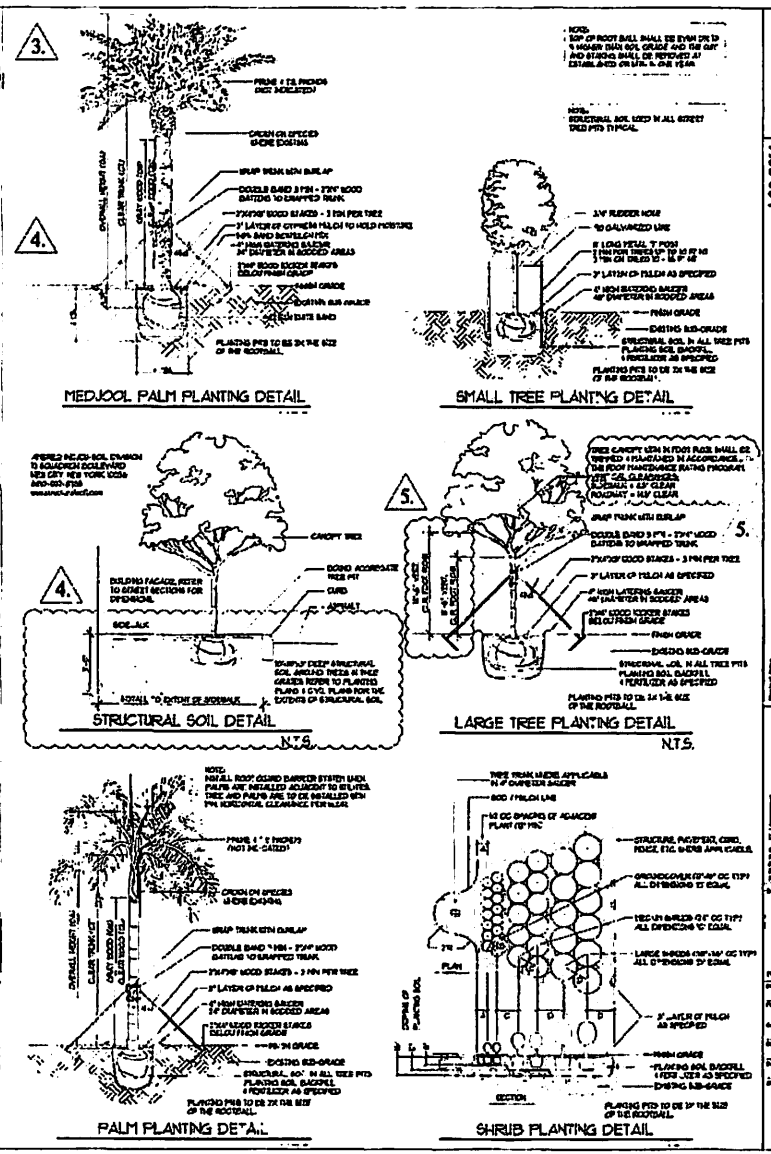

PROPOSED TREES
STREET TREE REQUIREMENTS
V.U.A. LANDSCAPE REQUIREMENTS
AGGREGATE TREE PIT DETAIL
AGGREGATE TREE PIT DETAIL
S.E. 1ST STREET
LOT 4
NORTH
811 Remember to call before you dig.
PLANTING PLAN LANDSCAPE SITE PLAN
SCALE 1" = 10'-0"
Fairfield Inn & Suites Marriott
Fort Lauderdale, Fl
PLANTING PLAN LANDSCAPE SITE PLAN
1-20-2014
L-2

Fairfield Inn & Suites Marriott
Fort Lauderdale, Fl
PLANTING PLAN (AMENITY DECK)
1-20-2014
L-3
NORTH
SCALE 1" = 10'-0"
AMENITY DECK PLANTING PLAN

PLAN: NOTES

1. ALL PLANTS ARE TO BE FLORIDA NO 1 GRADE OR BETTER.
2. NO SUBSTITUTIONS WILL BE ACCEPTED WITHOUT PRIOR WRITTEN APPROVAL BY THE LANDSCAPE ARCHITECT, THE CITY OF FORT LAUDERDALE & FDOT DISTRICT OPERATIONS MANAGER.
3. ALL LANDSCAPE AREAS TO RECEIVE 100% IRRIGATION COVERAGE WITH A MINIMUM 50% MAXIMUM OVERLAP IN GRASS & GROUNDCOVER AREAS AND 100% MINIMUM OVERLAP IN SHRUB AREAS BY AN AUTOMATIC IRRIGATION SYSTEM. SYSTEM SHALL INCLUDE A RAIN SENSOR DEVICE. USE OF NONPOTABLE WATER SHALL BE USED FROM A REUSE FREE SOURCE
4. QUANTITIES ON PLANT LIST ARE FOR CONVENIENCE ONLY. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ALL PLANTS SHOWN ON PLANTING PLANS EVEN UNACCEPTABLE OCCUR BETWEEN THE PLANT LIST AND PLANTED PLANS, THE PLANS ARE TO OVERIDE THE PLANT LIST IN ALL CASES.
5. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK.
6. ALL SHRUB AND GROUNDCOVER BEDS SHALL BE LAID OUT IN A UNIFORM AND CONSISTENT PATTERN (IE) IN A PERPENDICULAR LINE WITH ADJACENT PAVEMENT OR BUILDINGS.
7. ALL TREES AND PALMS TO BE STAKED AND GUYED AS INDICATED ON DETAILS.
8. ALL "OPEN" AREAS TO RECEIVE 3" LAYER OF GRADE 'B' SHREDDED EUCALYPTUS MULCH. TOP OF MULCH SHALL BE 1" BELOW ANY ADJACENT PAVEMENT. CYPRESS MULCH SHALL NOT BE INSTALLED. RECYCLED MULCH TO BE CERTIFIED BY THE MULCH AND SOIL COUNCIL, (MSC) AS TEST PROOF OF CERT. TO THE FDOT DIST. CERTIFICATION FORM. LANDSCAPE CONTRACTOR TO PROVIDE.
9. ALL PLANT MATERIAL TO BE BACKFILLED 1/3 "HI SOIL MIX BARK SAND WITH NUTRIENTS.
10. FERTILIZER SHALL BE APPLIED AS PER MANUFACTURER'S RECOMMENDATIONS AS FOLLOWS:
    SOD 8-2-8
    SHRUBS & GROUNDCOVER 8-2-8 OSMOCOT, SIERRA BLEND 14-14-14
    SHRUB TREES, PALMS OSMOCOT 18-6-8 TABLETS
11. ALL SOD SHALL BE LAID ON 3" DEPTH OF TOPSOIL. LAID SMOOTH CUT TO CONFORM TO CURVES OF PLANTERS, AND LAID TO THE JUNCTIONS.
12. ALL EXISTING TREES TO REMAIN SHALL RECEIVE A MIN. 3" MULCH RING.
13. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED ON THREE SIDES WITH APPROVED MEDIUM.
14. ALL TREES SHALL BE PLANTED AT LEAST 10' FROM OVERHEAD POWER LINES.
15. LANDSCAPE SHALL NOT OBSCURE FIRE HYDRANT NOR OBSTRUCT STANDPIPE VIEWS.
16. ALL EXISTING TREES ON SITE IN THE VICINITY OF NEW CONSTRUCTION SHALL BE PROTECTED AS PER THE DETAIL, SHOWN ON SHEET L-4.
17. TOPSOIL TO BE CLEAN & REASONABLY FREE OF CONSTRUCTION DEBRIS, WEEDS, ROCKS, & NOXIOUS PESTS & DISEASE. THE TOPSOIL, FOR ALL PLANTING AREAS SHALL BE AN EDED HORTICULTURALLY ACCEPTABLE ORGANIC MATERIAL. THE MINIMUM TOPSOIL DEPTH SHALL BE SIX (6) INCHES FOR GROUNDCOVER AREAS, FOUR (4) INCHES FOR SHRUBS GRASS AREAS AND TWO (2) INCHES FOR SODDED GRASS AREAS.
18. GRASS SOD AND SEED SHALL BE REASONABLY FREE OF WEEDS, PESTS, AND DISEASES. FOR ANY GIVEN SPECIES OF LAWN, THE MOST PEST AND DROUGHT RESISTANT VARIETY OR BROAD AVAILABLE SHALL BE REQUIRED
19. AN EXISTING TREE ON THE SITE HAVING A CALIPER OF FOUR (4) INCHES OR GREATER, EXCEPT FOR FLORIDA HOLLY, POISONWOOD, AUSTRALIAN PINE, AND HELALEUCA, SHALL NOT BE REMOVED FROM THE PREMISES WITHOUT A PERMIT FROM THE LANDSCAPE DEPARTMENT OF THE CITY.
20. ALL TREES REQUIRED SHALL BE SHADE TREES HAVING A MATURE HEIGHT OF NOT LESS THAN TWENTY-FIVE (25) FEET. THEY SHALL HAVE A MATURE CROWN SPREAD OF NOT LESS THAN THIRTY (30) FEET. THEY SHALL HAVE A CLEAR TRUNK AT MAJORITY OF AT LEAST SIX (6) FEET.
21. SHADE TREES AT THE TIME OF INSTALLATION SHALL HAVE A MINIMUM TRUNK DIAMETER (CALIPER) OF ONE AND ONE HALF (1 1/2) TO TWO (2) INCHES, MEASURED FOUR AND ONE-HALF (4 1/2) FEET ABOVE THEIR GRADE, A MINIMUM HEIGHT OF TEN (10) TO TWELVE (12) FEET AND A MINIMUM CROWN SPREAD OF SIX (6) FEET.
22. ALL SHRUBS AT THE TIME OF INSTALLATION SHALL NOT BE LESS THAN TWO AND ONE-HALF (2 1/2) IN HEIGHT.
23. VINES AT THE TIME OF INSTALLATION SHALL NOT BE LESS THAN TWO AND ONE-HALF (2 1/2) FEET IN HEIGHT WITH AT LEAST THREE (3) RUNNERS.
24. GROUNDCOVER AREAS AT THE TIME OF INSTALLATION SHALL BE PLANTED WITH A MINIMUM OF SEVENTY-FIVE (75) PERCENT COVERAGE WITH ONE HUNDRED (100) PERCENT COVERAGE OCCURRING WITHIN THREE (3) MONTHS OF INSTALLATION.
25. ALL GRASS AREAS SHALL BE SODDED WITH CHINCH BUG RESISTANT GRASS UNLESS NOTED.
26. ALL OWNERS OF THE LAND, THEIR AGENTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LANDSCAPED.
27. ALL PLANTING TO BE DONE IN ACCORDANCE WITH THE PROPER HORTICULTURE PRACTICES.
28. REQUIRED: ALL PLANTINGS SHALL BE PROPERLY FERTILIZED AT THE TIME OF INSTALLATION WITH AT LEAST A MIN. OF 25 PERCENT ORGANIC 6-6-6 WITH TRACE ELEMENTS OR BETTER FERTILIZER.
29. GROUND COVERS SHALL BE PLANTED WITH A MINIMUM OF 75 PERCENT COVERAGE WITH 100 PERCENT COVERAGE OCCURRING WITHIN THREE MONTHS OF INSTALLATION.
30. REQUIRED: THE ELIMINATION OF NUISANCE VEGETATION (EXOTICS) EXISTING ON SITE IS REQ. ON ALL SITES, INCLUDING ADJACENT RIGHTS-OF-WAYS, PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY. PRIVATELY OWNED NATURAL AREAS SHALL BE INCLUDED IN 1-8 REQ. FICUS BENJAMINA AND FICUS NITIDA MAY BE USED FOR HEDGE MATERIAL WITH A FIVE-FOOT SEPARATION FROM WATER LINES. FICUS HEDGES MAY NOT BE PLANTED IN UTILITY EASEMENTS.
31. REQUIRED: ALL SHADE TREES INSTALLED WITHIN SIX FEET OF PUBLIC INFRASTRUCTURE SHALL USE A ROOT BARRIER SYSTEM WHEN APPLICABLE.

SYM	ITEM	SPECIFICATION	QTY
AU	Acoelorraphe Wright Everglades Palm	Field Grown 16' ht. x 12'spr. Min. 7 Trunks	1
CA	Carpentaria acuminata Carpentaria Palm	Height as noted (4) @ 18' c.t., (5) @ 22' c.t.	10 12
LJ	Ligustrum japonicum 'Ilex Japonica Privet	14'ht. x 10'spr. Multi-Trunk w/ min. 6' c.t. Matched Specimens	2
QVA (FDOT / RCUL)	Quercus virginiana Live Oak-Highrise Cultivar	26' Ht. x 14' sp., 8' c.t., 6-8'dbh Florida No. 1 Trees Trimed per. FDOT Maintenance Rating Program Sidewalk: 8.5' Vertical Clearance Roadway: 14.5' Vertical Clearance	3
QVH	Quercus virginiana Live Oak-Highrise Cultivar	26' Ht. x 14' sp., 8' c.t., 6-8'dbh matching specimens	7
RM	Phyllostachys aeseriana Heterphyllus Palm 'Triple'	(Triple) Field grown specimen (1) @ 12' o.a., (1) @ 15' o.a., (1) @ 18' o.a.	12 3
RR	Roystonea regia Royal Palm	Height as noted (2) @ 40' o.a.	10 0
TR	Trinax radiata Trinax Palm	(1) @ 8' c.t., (1) @ 10'c.t., (1) 16'c.t.	3
ASP	Asplenium nidus Bird Nest Fern	3gal 24" ht. x 24" spr. shade grown	18 0
BAM	Bambusa vulgaris Buddha Belly Bamboo	1gal 12" ht. x 36"spr. Min. 5 Trunks	15
CYA	Cyathea australis Australian Tree Fern	1gal 60" ht. x 36"spr. shade grown	3
EPI	Epipremnum aureum Golden Pothos	3gal 18" runners, shade grown	30 0
FA	Ficus benjamina 'Alii' Ficus Alii	3gal 48" ht. x 24"spr. 24" o.c. Full Specimens	45
FGI	Ficus microcarpa Ficus Green Island	3 gal, 18" ht, 24" sp., 24" o.c.	109 114
GAL	Galphimia glauca Thryo's	3gal 24" ht. x 24"spr. shade grown	125
LIC	Licuala grandis Licuala Palm	3gal 48" ht. x 30"spr. shade grown	30 0
MON	Monstera deliciosa Swiss Cheese Plant	3gal 24" ht. x 30"spr. shade grown	108 63
PHI	Philodendron erubescens Burgandy Philodendron	3gal 30" ht. x 30"spr. shade grown	6
POR	Portulaca 'purple' Portulaca	1 gal 12" ht., 12" sp., 12" o.c.	40
RAM	Rhapis excelsa Lady Palm	1gal 60" ht. x 36"spr. shade grown	75
SAN	Sansevieria trifasciata 'Black Gold' Black Gold Snakeplant	3gal 10" ht. x 18"spr. shade grown	12 0
TRA	Trachelospermum asiaticum 'Minima' Dwarf Confederate Jasmine	1 gal 6" ht., 12" sp., 12" o.c.	61
ZAM	Zamia floridana Coontie	3 gal 18" ht., 18" sp., 18" o.c.	282

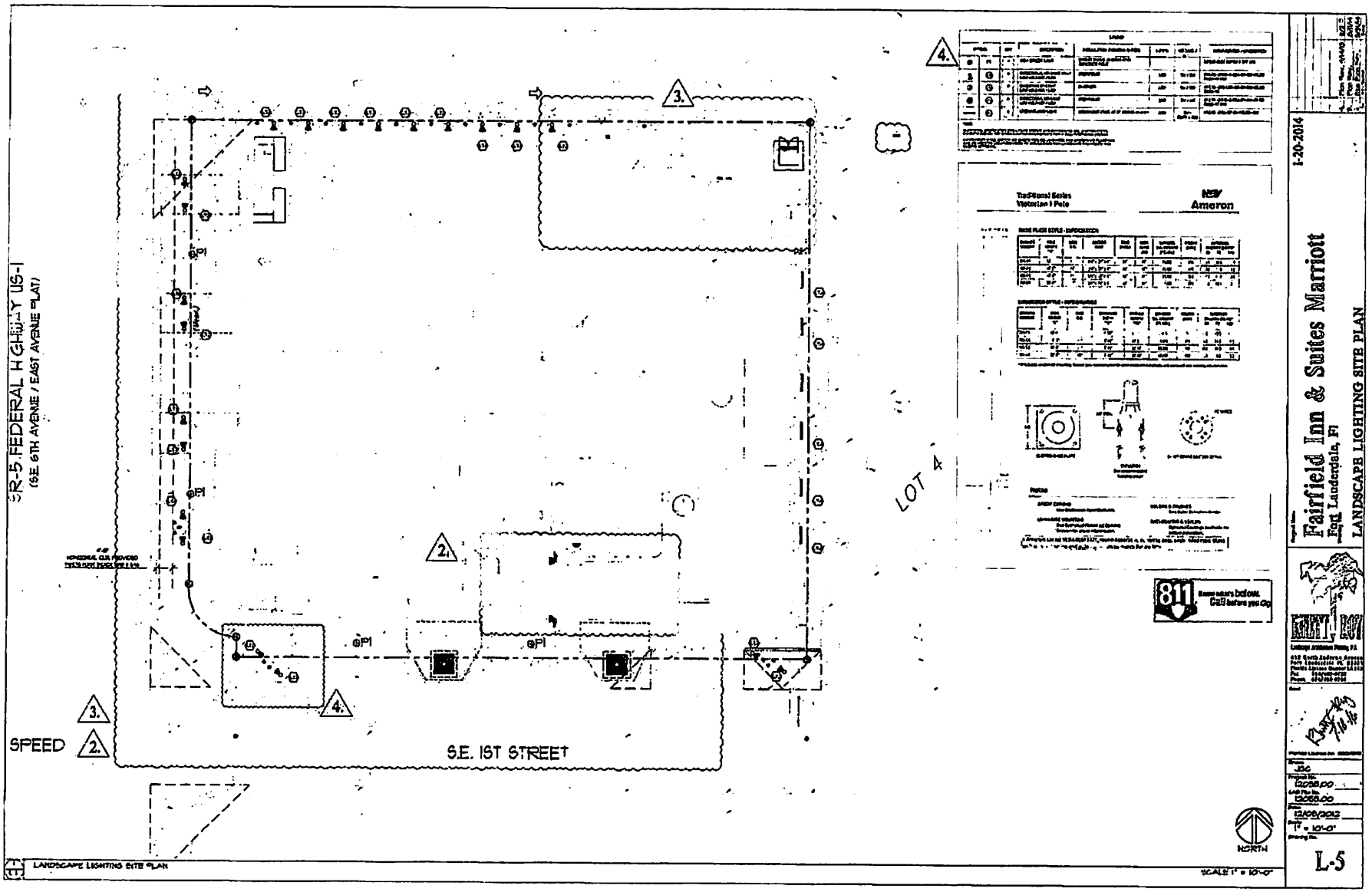


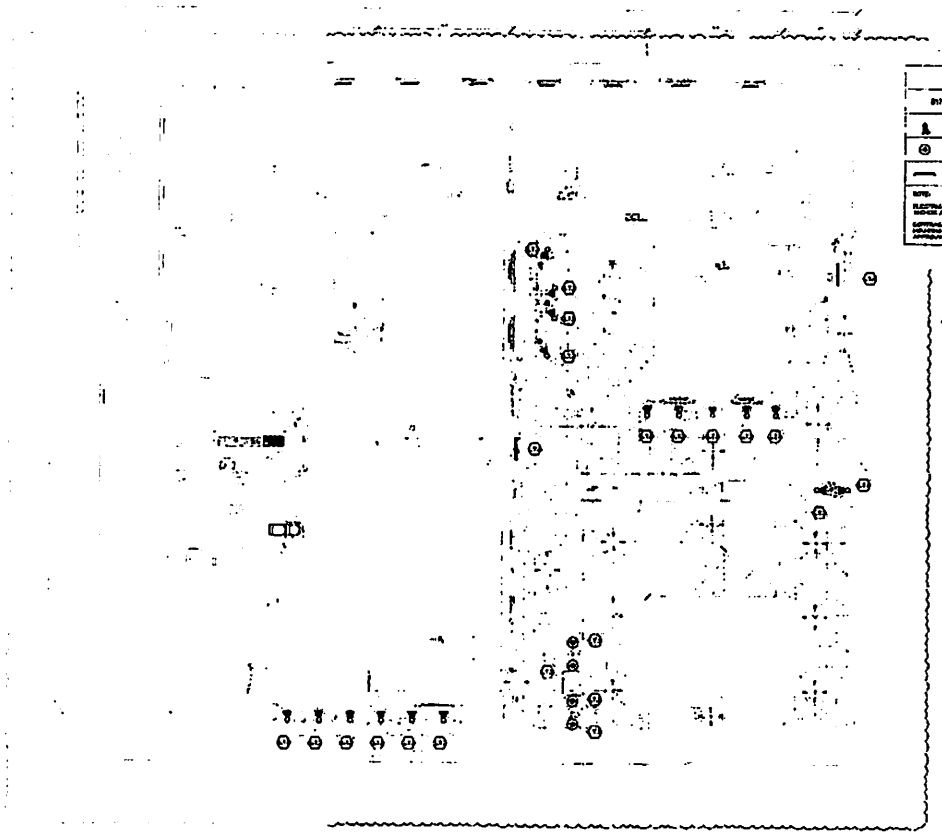
1-20-2014

Fairfield Inn & Suites Marriott
Fort Lauderdale, Fl
Planting Notes, List and Details

Landscape Architecture Planning P.A.
912 South Andrews Avenue
Fort Lauderdale, FL 33316
Florida Licence Number LA 0001

Drawn: JBC
Project No: 12083.00
Sheet No: 12083.00
Date: 12/09/2013
Scale: 1/16" = 1'-0"
Drawing No: L-4


SR-5 FEDERAL HIGHWAY US-1
(S.E. 6TH AVENUE / EAST AVENUE PLAT)
S.E. 1ST STREET
SPEED
LOT 4
PI
Traditional Series
Victorian I Pole
Ameron
811
Know what's below.
Call before you dig.
NORTH
LANDSCAPE LIGHTING SITE PLAN
SCALE 1" = 10'-0"
1-20-2014
Fairfield Inn & Suites Marriott
Fort Lauderdale, Fl
LANDSCAPE LIGHTING SITE PLAN
JBC
12/09/2012
1" = 10'-0"
L-5



3.

LEGEND							
SYMBOL		QTY	DESCRIPTION	INSTALLATION MOUNTING SYSTEM	LAMPS	VOLTAGE	MANUFACTURER / DESIGNATION
	[illegible]	[illegible]	DIRECTIONAL UP LIGHT (LOW VOLTAGE / LED)	[illegible]	LED	[illegible]	[illegible]
	[illegible]	[illegible]	DIRECTIONAL UP LIGHT (LOW VOLTAGE / LED)	[illegible]	LED	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible] FLOOD LIGHT	[illegible]	LED	[illegible]	[illegible]

NOTES:

ELECTRICAL CONTRACTOR SHALL FIELD VERIFY AND ARRANGE ALL ONE-MAN BOXES, CIRCUITS AND LOW VOLTAGE LIGHTING TRANSFORMER TAKE A FULL PARTICIPATION SYSTEM.

CONTRACTOR SHALL SUBMIT CUT SHEETS FOR ALL FIXTURES AND COORDINATE PLACEMENT AND OR MOUNTING LOCATIONS PRIOR TO INSTALLATION FOR ENGINEER, ARCHITECT AND OWNER APPROVAL.

3.

2.

NORTH

SCALE 1" = 10'-0"

AMENITY DECK LANDSCAPE LIGHTING PLAN

1-20-2014

Fairfield Inn & Suites Marriott

Fort Lauderdale, Fl

AMENITY DECK LANDSCAPE LIGHTING PLAN

Landscape Architecture Planning P.A.

JSC

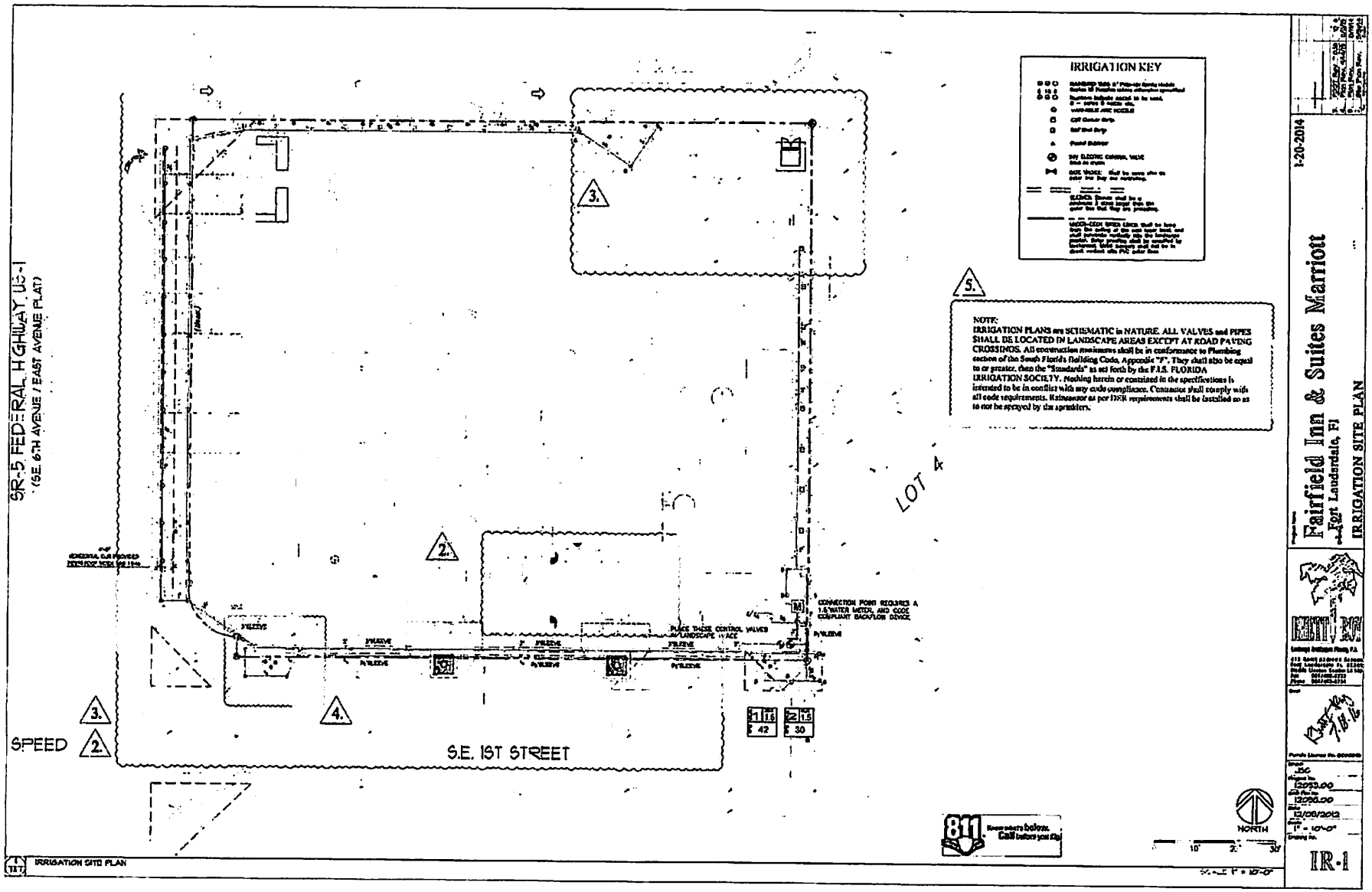
12093.00

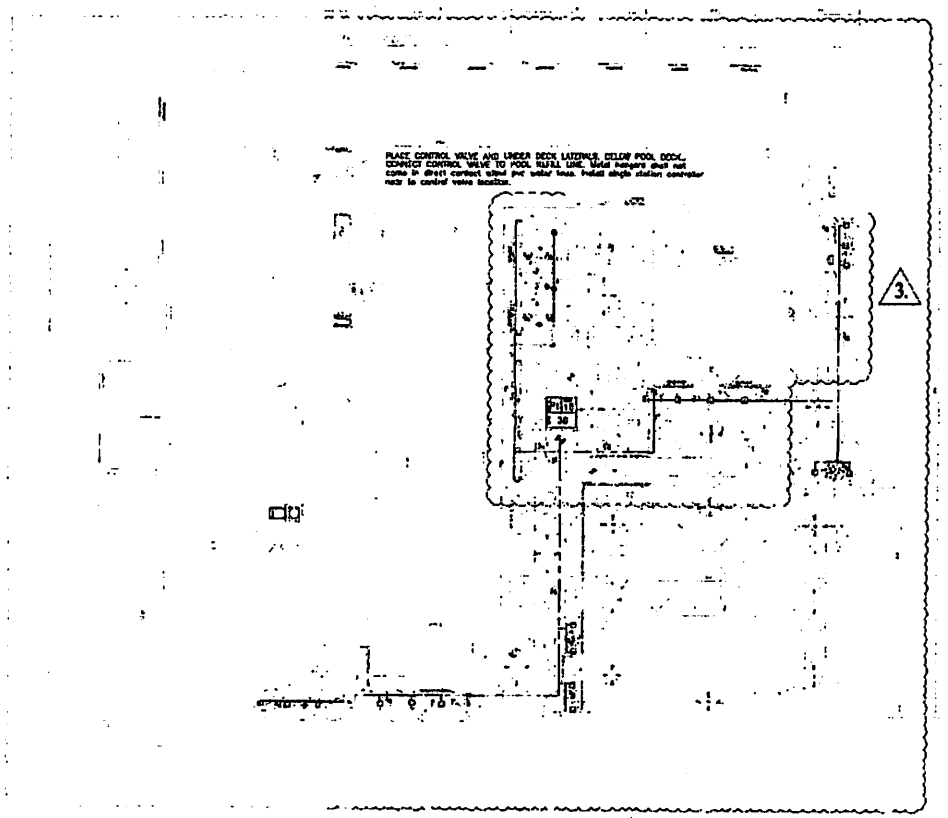
12093.00

12/23/2012

1" = 10'-0"

L-6


IRRIGATION KEY
NOTE:
IRRIGATION PLANS are SCHEMATIC in NATURE. ALL VALVES and PIPES SHALL BE LOCATED IN LANDSCAPE AREAS EXCEPT AT ROAD PAVING CROSSINGS. All construction materials shall be in conformance to Plumbing section of the South Florida Building Code, Appendix "F". They shall also be equal to or greater, than the "Standards" as set forth by the F.I.S. FLORIDA IRRIGATION SOCIETY. Nothing herein or contained in the specifications is intended to be in conflict with any code compliance. Contractor shall comply with all code requirements. Rainsensor as per DER requirements shall be installed so as to not be sprayed by the sprinklers.
SR-5 FEDERAL HIGHWAY, US-1
(S.E. 6TH AVENUE / EAST AVENUE PLAT)
SPEED
S.E. 1ST STREET
LOT 4
CONNECTION POINT REQUIRES A 1.5 WATER METER, AND CODE COMPLIANT BACKFLOW DEVICE
PLACE THESE CONTROL VALVES IN LANDSCAPE AREAS
P/VALVE
1.5
42
30
NORTH
811 Know what's below. Call before you dig.
IRRIGATION SITE PLAN
1-20-2014
Fairfield Inn & Suites Marriott
Fort Lauderdale, Fl
IRRIGATION SITE PLAN
12/09/2013
1" = 10'-0"
IR-1



IRRIGATION KEY

- RAINBIRD 1806 6" Pop-Up Spray Heads. Series 15 Nozzles unless otherwise specified
- Numbers indicate nozzle to be used. 8 = series 8 nozzle size.
- VARIABLE ARC NOZZLE
- CST Corner Strip
- EST End Strip
- Flood Bubbler
- 24V ELECTRIC CONTROL VALVE Size as shown
- GATE VALVES: Shall be same size as valve line they are controlling.
- SLEEVES: Sleeve shall be a minimum 2 sizes larger than the valve line that they are protecting.
- UNDER-DECK SPLICE LINES: Shall be more than the depth of the pool lower level, and shall penetrate vertically into the landscape planter. Water proofing shall be specified by mechanical. Metal hangers shall not be in direct contact with PVC water lines.

NOTE
IRRIGATION PLANS are SCHEMATIC in NATURE. ALL VALVES and PIPES SHALL BE LOCATED IN LANDSCAPE AREAS EXCEPT AT ROAD PAVING CROSSINGS. All construction materials shall be in conformance to Plumbing section of the South Florida Building Code, Appendix "F". They shall also be equal to or greater, than the "Standards" as set forth by the F.I.S. FLORIDA IRRIGATION SOCIETY. Nothing herein or contained in the specifications is intended to be in conflict with any code compliance. Contractor shall comply with all code requirements. Rainsensor as per DER requirements shall be installed so as to not be sprayed by the sprinklers.

NORTH

SCALE 1" = 10'-0"

AMENITY DECK IRRIGATION PLAN

1-20-2014

Fairfield Inn & Suites Marriott
Fort Lauderdale, Fl
AMENITY DECK IRRIGATION PLAN

Drawn by: EC
Project No. 12058.00
Sheet No. 12058.00
Date: 12/03/2012
Scale: 1" = 10'-0"

IR-2

IRRIGATION SPECIFICATION

GENERAL NOTES:
Irrigation plans are schematic in nature. All valves and pipes shall be located in landscape areas, except at road/parking crossings. Some sprinkler heads and control valves are shown in paved areas for clarity. They shall be installed at the edges of landscape spaces. ALL PIPE UNDER PAVING SHALL BE SLEEVED. All material shall be new. It is the contractor's responsibility to supply all materials, equipment and labor to install a complete, operational system as shown on this plan. Permits and code compliance is the responsibility of the contractor. If there are changes in the site plan, it is the contractor's responsibility to notify the architect so that the irrigation system can be properly established to accommodate the site modification. It is the contractor's responsibility to see that the system is finally adjusted to have full coverage with no excessive water patterns, and that all heads are set to proper height and vertical with the final grade. Turn pressure or flow regulators on valves down to lowest possible operational setting to prevent misting of spray heads. Any conditions not shown on the drawings shall be presented by the contractor as shop drawings, prior to installation. Shop drawings shall be submitted for approval to the Owners representative. Any changes shall be submitted in writing and approved shall be in writing prior to installation. As built drawings prepared by the contractor shall be turned over to the Owner prior to final acceptance. GPS coordinates for all valves and changes of direction on the main line shall be part of the As-built drawings. Data sheets for all irrigation equipment being used on the project shall be submitted by the contractor. Approval of the equipment in these submittals, in writing, shall be required prior to equipment being brought to the job site.

SITE CONDITIONS:
Care must be taken not to damage any underground utilities or any existing irrigation systems. Repair of damage will be the responsibility of the irrigation contractor. See owners representative for details. Failure on the part of the irrigation contractor to see that surface drainage is NOT needed, is his work. All rock that is brought to the surface by the trenching operation is to be removed from the site by the irrigation contractor. Irrigation in sodded/hydroseed landscape areas shall be repaired and restored to existing condition.

NOTE: INSTALLATION AROUND EXISTING TREES
Trenches in and around existing trees must be hand dug. If roots over one inch in diameter are encountered, they must be cut and bundled back from the trench area, so that the sprinkler heads can be carefully placed through and beneath the foliage, at the proper depth, as called for on the specification sheet. Filling in these areas shall be done in a manner that will back into the trenches to prevent the forming of any air pockets around the existing tree or plant.

SYSTEM DESCRIPTION:
This is an automatic irrigation system. Two sections at ground level and one section on the pool deck. Water supply is a 3" City water meter at ground level and connection back the pool equipment room at the interior deck level.

SYSTEM PIPE
All pipe shall be Class 200 PVC or Schedule 40 Main shall be Sch 40 PVC pipe. All fittings shall be Schedule 40 fittings unless otherwise indicated on the specifications. Sprinkler lines shall be Sch 40 Swing Class 200 PVC pipe. Horizontal non-threaded fittings shall be used on all bell and swing Class 200 PVC main line pipe. Mains shall be pressure tested to small valves or pipes and prior to backfilling. Test shall be 100 PSI for one hour. Lines at 10 PSI where the line shall remain for 24 hours. Solvent weld fittings and pipe ends shall be cleaned with an all purpose PVC pipe cleaner prior to applying glue. Main shall have a minimum 24" of cover. All other pipe, laterals, etc. shall have a minimum 12" of cover. Backfill shall be free of debris and sharp objects. No rock larger than 3/4" shall be in contact with PVC pipe anywhere. All pipe above ground, with the exception of sleeves, shall be galvanized, copper, brass or double rust, and shall be painted with a flat black epoxy water proof paint. Sleeves over shall be Sch 40 or Sch 80 PVC and shall be painted with flat black epoxy paint. Use purple tape, and/or other appropriate markings to show underground wiring and/or pipes. Submit for approval (This option requires approval of the Owner, prior to installation.)

1. Assembly for Solvent Weld PVC pipe
   a. Cut pipe with PVC cutter, and debur the cut piece to assembly.
   b. Clean PVC pipe with PVC cleaner prior to assembly.
   c. Use a non, heavy bodied, slow drying, high strength glue.
   d. Keep end of section for the length of time as specified by the Manufacturer of the PVC glue.

SLEEVES
All pipe under paving, walks, plaster walls and driveways shall be sleeved with Schedule PVC pipe. Sleeves shall extend beyond the edge of pavement and shall be marked. The water line shall be installed in sleeve prior to installation of the sleeve. Cap ends of water line during construction to prevent debris from entering. Sleeves under roads and driveways minimum cover of 18 inches. Sleeves under FDOT roadways shall have a minimum cover of 36 inches.

CONTROLLERS
Rainbird ESP Modular controller to operate 2 stations at ground level. Controller shall be located on an exterior wall at the direction of the owner's manager. Grounding shall be equal to or better than the manufacturer's recommendation. It shall also meet, with the National Electrical Code. Code of those requirements precludes using the building or electrical supply box for grounding purposes. UL approved Ground Rod shall be utilized unless otherwise specified or if the minimum resistance reading cannot be made. If at minimum ground rod cannot be made, utilize grounding plates and specified not closer to rock.

RAIN SHUT OFF DEVICE:
Install a rain shut off device on one of the zones of the operation as per S.F.W.M.D. requirements. Submit manufacturer equipment sheet prior to installation of any such device.

ELECTRIC CONTROL VALVES
Rainbird PGA 24V electric control valves. All valves shall be housed in 10" x 12" rectangular Carson 14PB3 valve boxes or larger, unless noted as per detail. Control Valve shall be rated at 150 PSI or higher. Use valves only whenever possible.

CONTROL WIRE:
Control wire shall be UL approved, solid core, PE or PVC coated irrigation control wire. SIZE: Use a minimum of 14 gage control and 12 gage hard wire. All splices and connections shall be made in pull boxes or valve boxes (No field splices). Communication wire shall be as recommended by manufacturer. All splices shall be made with Jet based DBY or Direct Burial Splice Kit. All wire to be encased in UL approved PVC conduit. All wire to be brought back to controller. Wire pull box shall be 10" round Ametek or other approved [illegible]. Wire which is not sized for direct burial shall be installed in water tight conduit with water tight junction boxes. Communication wire for 2 wire evaluation shall be connected utilizing the 6819V wire nuts as recommended by manufacturer.

WATER SOURCE
1.5" Carson meter complete with code compliant backflow preventer.

SPRINKLERS
All sprinklers shall be the specified in the Sprinkler Key and shall be attached to the lateral with other flexible fittings (swing joint or a PVC swing joint such as the Swing-Ty manufactured by Lasco, Rainbird or Orbit Industries [illegible]) for ease of [illegible] being constructed with components utilizing Acme threads and/or any such. Pressure rating shall be 200 PSI or greater, as stated by the manufacturer. Sprinklers using more than 1 GPM shall be connected utilizing PVC swing joints. Sprinklers shall be set flush with final grade and shall be truly vertical. Use Sprinkler Swing Joints on all water heads.

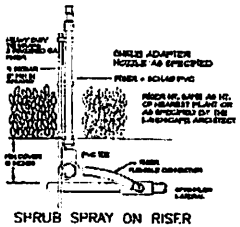
1. Spray heads shall be Rainbird 1806, 4" pop up heads with rotary 10 nozzles, unless otherwise specified in these drawings.
2. Spray heads in shrub areas shall be shrub adapter - on 6 inch risers, (3 inch to be installed by landscape architect. Risers shall NOT be used next to paved areas and pedestrian walks where they are exposed to these areas. In these areas use 12" pop-up. Pond flush nozzle in water proof black paint.

* Rotary heads shall be either Rainbird 5000 series, or Hunter I-20 series with standard cast cover, unless otherwise specified on the drawings.

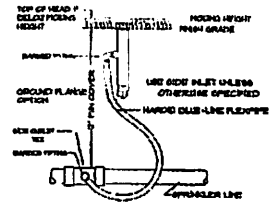
MAINTENANCE:
It is the contractor's responsibility to maintain the system, repairing leaks, repairing broken heads, adjusting pool/lawn flow, etc. until final acceptance by the Owner. Contractor shall instruct Owners maintenance personnel as to maintenance requirements [illegible]

AS-BUILT DRAWINGS:
Contractor shall provide "as-built" drawings showing all changes, additions and changes of direction on the main line. Shall have GPS coordinates noted on the as built drawing. Controller program shall be part of this submission.

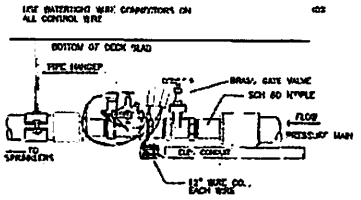
GUARANTEE
The entire system shall be guaranteed for a period of one year from date of final acceptance. All manufacturers warranties and guarantees, as well as "as-built" drawings, maintenance and operational information, shall be turned over to the Owner prior to, and at a certain, at of final acceptance. The warranty period shall not commence until all of the documents have been turned over to the Owner's representative.



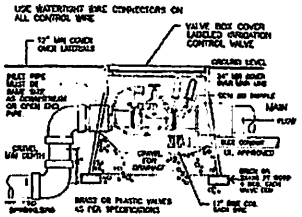
SHRUB SPRAY ON RISER



RAINBIRD 1806 POP-UP SPRAY



ELECTRIC REMOTE CONTROL VALVE UNDER DECK



ELECTRIC REMOTE CONTROL VALVE WITH VALVE BOX

1-20-2014

Fairfield Inn & Suites Marriott
Fort Lauderdale, Fl

IRRIGATION NOTES, SPECIFICATIONS & DETAILS

Landscape Architecture Planning, P.A.
410 North Andrews Avenue
Fort Lauderdale, Fl 33301
Florida License Number LA 0001
Fax 954/462-0311
Phone 954/462-0300

Drawn JBC
Project No. 12050.00
Sub Proj. No. 12055.00
Date 12/06/2012
Scale 1" = 10'-0"
Drawing No. IR-3

SECTION No.:	**86010000**
Permit No.:	**2016-L-491-0010**
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:	**5 (US 1) from S.E. 1st Street (M.P. 10.273) to Alley (M.P. 10.302)**
Permit:	**2016-L-491-0010**
Maintaining Agency:	**City of Fort Lauderdale**
RLA of Record:	**Rhett G. Roy**
Date:	**November 27, 2017**

I. GENERAL MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS:
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 shall be maintained to avoid potential roadway hazards and to provide required clear visibility, accessibility, clearance, and setbacks as set forth by Florida Department of Transportation (FDOT) governing standards and specifications: *FDOT Design Standards, FDOT Plans Preparation Manual Vol. I, Chapter 2.11* and *FDOT Standard Specifications for Road and Bridge Construction,* as amended by contract documents, and all other requirements set forth by the District 4 Operations Maintenance Engineer. The initial portion of the Maintenance Plan describes general maintenance requirements and recommendations. **The concluding section provides recommendations prepared by the Registered Landscape Architect of Record specific to the attached approved plans.**

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.

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.

MULCHING

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

PRUNING

All pruning, and the associated safety criteria, shall be performed according to American National Standard Institute (ANSI) A300 standards and shall be supervised by an International Society of Arboriculture (ISA) Certified Arborist. Pruning shall be carried out with the health and natural growth of plant materials in mind, to specific pruning heights 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 specific pruning heights are determined by understanding the designer's intent when selecting and placing the plants. The intended mature maintained height and spread of plants are noted on the plans (See Exhibit B.) and see Part II. Specific Requirements and Recommendations for guidelines. The understory plant materials selected for use within the restricted planting areas (Limits of Clear Sight) are to be maintained at a height in compliance with *FDOT Design Standards* Index 546; Page 6 of 6, Window Detail. Vertical tree heights must meet *FDOT Maintenance Rating Program* (MRP) standards.

STAKING AND GUYING

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

TURF MOWING:

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

HARDSCAPE (SPECIALTY SURFACING)
All tree grates and specialty surfacing 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 Pages 43-47; 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.

Or Use When Concrete Pavers

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 pavers and tree grates. 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 specialty surfacing or tree grates become damaged, they shall be replace with the same type and specification as the approved plan.

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.*

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 (LANDSCAPE ACCENT LIGHTING)
(IF APPLICABLE)
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.

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
There are "No" additional guidelines or maintenance requirements.

REFERENCES

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, 2010 Florida Building Code, Chapter 11 Florida Accessibility Code for Building Construction Part A*
http://www2.iccsafe.org/states/florida_codes/

Florida Department of Transportation, *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 544 Landscape Installation*
http://www.dot.state.fl.us/rddesign/DS/16/IDx/00544.pdf

Florida Department of Transportation, *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 546 Sight Distance at Intersections*
http://www.dot.state.fl.us/rddesign/DS/16/IDx/00546.pdf

Florida Department of Transportation, *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 600 Traffic Control through Work Zones*
http://www.dot.state.fl.us/rddesign/DS/16/IDx/00600.pdf

Florida Department of Transportation, *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 700 Roadside Offsets*

Florida Department of Transportation, *FDOT Plans Preparation Manual (PPM) Vol. I Chapter 2.11 Lateral Offset*
Table 2.11.5 Lateral Offset Clearance to Trees
Table 2.11.11 Recoverable Terrain
http://www.dot.state.fl.us/rddesign/PPMManual/2016PPM.shtm

Florida Department of Transportation, *FDOT Standard Specifications for Road and Bridge Construction, Section 580 Landscape Installation*
http://www.dot.state.fl.us/specificationsoffice/Maintenance/Jul14/Files/SS5800000.doc

http://www.dot.state.fl.us/specificationsoffice/Implemented/Workbooks/JulWorkbook2014/Files/SP5800000FA.pdf

Florida 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

A Guide to Roadside Vegetation Management
http://www.dot.state.fl.us/statemaintenanceoffice/RDW/DOT%20Final%20(3)Turf%20Management%20Guide%20UF.pdf

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

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

UF IFAS: *Selecting Tropical and Subtropical Tree Species for Wind Resistance*
http://edis.ifas.ufl.edu/pdffiles/FR/FR17500.pdf

UF IFAS: *Fertilization of Field-grown and Landscape Palms in Florida*
http://edis.ifas.ufl.edu/ep261

U.S. Department of Transportation, Federal Highway Administration, *Manual on Uniform Traffic Control Devices*
http://www.mutcd.fhwa.dot.gov

P2L
5/9/18

COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

Today's Date: 4/4/18

DOCUMENT TITLE: FDOT Landscape Maintenance Memo of Agreement and Agreement Ancillary to Landscape Maintenance Memorandum of Agreement with LM Hotels, LLC

COMM. MTG. DATE: 4/3/18 **CAM #:** 18-0286 **ITEM #:** CR-11 **CAM attached:** ☒YES ☐NO

Routing Origin: CAO **Router Name/Ext:** Shaniece Louis / Ext. 5036

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.

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2) City Attorney's Office # of originals attached: 2 Approved as to Form: ☒YES ☐NO

Date to CCO: 5/9/18 **LS**
Initials

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3) City Clerk's Office: # of originals: 2 **Routed to:** Gina Ri/CMO/X5013 **Date:** 5/7/18

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4) City Manager's Office: CMO LOG #: May-36 Date received from CCO: 5/7/18

Assigned to: L. FELDMAN ☑ S. HAWTHORNE ☐ C. LAGERBLOOM ☐
L. FELDMAN as CRA Executive Director ☐

☐ APPROVED FOR LEE FELDMAN'S SIGNATURE ☐ N/A FOR L. FELDMAN TO SIGN

PER ACM: **S. HAWTHORNE** _____ (Initial/Date) **C. LAGERBLOOM** _____
(Initial/Date) ☐ **PENDING APPROVAL** *(See comments below)*
Comments/Questions:_____

Forward 2 originals to ☒ Mayor ☐ CCO **Date:** 5/8/18

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

INSTRUCTIONS TO CLERK'S OFFICE

City Clerk: Retains 0 original and forwards 2 **original**(s) to: Donna Varisco / TAM / Ext. 3764 ***(Name/Dept/Ext) **FDOT has to sign the Maintenance Memo and the Agreement Ancillary has to be recorded.***
Attach ___ certified Reso # ____ ☐YES ☐NO **Original Route form to CAO**

*****please email an executed copy of both documents to Shaniece Louis ******