**Prepared by:**
Kimberly Cunningham Mosley
Assistant City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

**Return to:**
Tracy H. Lautenschlager, Esq.
Greenberg Traurig, P.A.
401 E. Las Olas Blvd., Suite 2000
Fort Lauderdale, FL 33301

**Folio Number**: 5042 14 03 3971

# ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT

THIS ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT ("Assumption Agreement") is entered into this 1 day of Nov 2022, by and between:

**Waterstone Holiday Inn LLC,** a Florida limited liability company, whose principal address is 1124 Kane Concourse, Bay Harbor Islands, Florida 33154 ("OWNER")

and

**City of Fort Lauderdale,** a Florida municipality having a principal address at 100 North Andrews Avenue, Fort Lauderdale, Florida 33301 ("CITY" or "City").

## RECITALS

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

WHEREAS, the Property is located on the east side of State Road 5 also known as Federal Highway/US 1 (hereinafter referred to as "State Road 5"), and a right-of-way which is under the jurisdiction of the State of Florida Department of Transportation ("FDOT");

WHEREAS, certain landscape improvements are proposed to be installed in the right-of-way of State Road 5 ("Improvements"); and

WHEREAS, the Improvements are proposed to be installed on the east side of State Road 5 right-of-way (between Mile Post 8.452 to Mile Post 8.483) (the "Improvement Area"); and

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

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

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

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

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

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated herein.

2. **Terms.** The following terms, as used and referred to herein, shall have the meanings set forth below, unless the context indicates otherwise.

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

*City Engineer* means the City Engineer (Urban Design Engineer) for the CITY, or his designee. In the administration of this agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the City Engineer. For the purposes hereof, the CITY Engineer's designee shall be the Urban Design Engineer.

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

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

*Person* means any individual, firm, partnership (general or limited), corporation, company, association, joint venture, joint stock association, estate, trust, business trust,

cooperative, limited liability corporation, limited liability partnership, limited liability company or association, or body politic, including any heir, executor, administrator, trustee, receiver, successor or assignee or other person acting in a similar representative capacity for or on behalf of such Person.

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

**4. Indemnification and Hold Harmless.**

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

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

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

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

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

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

**7. Event of Default; Remedy.** In the event the OWNER fails to perform or violates any of the terms or conditions of the Agreement or this Assumption Agreement or is in breach or default in any term or condition thereof, the City shall notify OWNER of the specific failure or violation of this Assumption Agreement or the Agreement in writing and OWNER shall thereafter

have a period of thirty (30) days to cure any such failure or violation to the City's reasonable satisfaction (an "Event of Default"). Upon an Event of Default, the City has the right 1) to take any equitable action to enforce the terms and conditions of the Agreement or this Assumption Agreement, it being stipulated by the parties that since the Agreement and this Assumption Agreement deal with the right to use public easements and rights-of-way of FDOT used for a governmental purpose, a violation or breach of any term or condition of the Agreement or this Assumption Agreement constitutes an irreparable injury to the public and CITY for which there is no adequate remedy at law or 2) take such curative action that was required to be taken by the OWNER under the Agreement and the cost and expense incurred in CITY's curative actions shall be passed on to and owed by OWNER, in which case OWNER shall be liable for payment to CITY for all reasonable and necessary costs and expenses incurred by CITY in connection with the performance of the action or actions associated with the Improvements. OWNER shall reimburse CITY within thirty (30) days following written demand for payment thereof. Interest shall accrue on the unpaid amount at the rate of twelve percent (12%) per annum simple interest but in no event shall interest exceed the highest amount allowed by Florida law. If a dispute arises as to the need for, or amount due to the CITY for repairs or maintenance undertaken by CITY in accordance with the Agreement or Assumption Agreement, and such dispute is not resolved within thirty days (30) days after the date that CITY makes the written demand for payment, OWNER shall pay to CITY the undisputed amount and shall provide CITY with a bond or other security acceptable to CITY for the disputed amount pending a resolution of the dispute by negotiation or litigation. If OWNER does not make the payments required under this Section within the thirty (30) day period set forth herein, then CITY shall have a right to record a Claim of Lien against the Property, which Lien may be either (a) for the total amount of the fines, including all subsections thereunder, or (b) for all reasonable and necessary costs and expenses of any cure undertaken by CITY in accordance with this Section, the cost of any interim insurance policy as provided herein, and reasonable attorneys' fees and costs associated therewith. The Lien shall be effective upon the recording of a Claim of Lien in the Public Records of Broward County, Florida, which Claim of Lien shall state all amounts due and owing to CITY. The Lien may be foreclosed by CITY in the same manner as provided by law for foreclosure of mortgage liens. The Lien shall continue until payment to CITY of the amounts set forth in the Lien (at which time CITY shall record a satisfaction of such lien). In addition to the Lien, CITY shall have all other rights and remedies granted to it at law or in equity for OWNER's failure to pay the fines owed or reimburse CITY for curative actions taken by CITY. CITY shall have all other rights and remedies granted to it at law or in equity for OWNER's failure to pay the fines owed or reimburse CITY for curative actions taken by CITY. The remedies found within this Section are cumulative. The exercise of one does not preclude the exercise of any other remedy.

**8. Emergencies.** If an emergency situation arises with respect to the Agreement or the Assumption Agreement where the Improvement Area or any condition thereof presents an imminent threat to the health or safety of Persons or property, the CITY shall make reasonable efforts to provide telephone or email notice to OWNER's Contact Person. If, following that notice, OWNER fails to take timely action to correct the emergency situation, and allowing the emergency situation to continue would pose an imminent threat to health or safety to Persons or property, CITY may undertake such limited actions as are necessary to eliminate the emergency; and CITY shall be entitled to recover its reasonable costs of cure or resolve the emergency from OWNER in accordance with provisions hereof. For the purposes of this Section, OWNER's Contact shall be

Waterstone Holiday Inn, LLC, Attention: Mauricio Bello; telephone number (786) 294-7027; and e-mail address:mbello@waterstone-capital.com. In the event the OWNER's Contact Person or any other information pertaining to the OWNER's Contact Person shall change, such change shall be provided to the CITY Engineer and the CITY's Director of the Transportation and Mobility Department, in writing.

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

**10. Notices.**

(a) Except as provided in subparagraph (c) below, whenever it is provided herein that notice, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other, or either of the parties shall desire to give or serve upon the other any notice, demand, request or other communication with respect hereto or with respect to any matter set forth in the Agreement or this Assumption Agreement, each such notice, demand, request or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be given by hand delivery, or by a nationally recognized overnight courier, or by mailing the same by registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the address set forth below, or at such other address or addresses and to such other person or firm as OWNER may from time to time designate by notice as herein provided.

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

| | |
|---|---|
| AS TO CITY: | Christopher J. Lagerbloom, ICMA-CM<br>City Manager<br>City Fort Lauderdale<br>100 North Andrews Avenue<br>Fort Lauderdale, Florida 33301 |
| With copy to: | Alain Boileau<br>City Attorney<br>City of Fort Lauderdale<br>100 North Andrews Avenue<br>Fort Lauderdale, Florida 33301 |
| With a copy to: | Transportation and Mobility Director<br>City of Fort Lauderdale |

290 N.W. 3rd Avenue
Fort Lauderdale, Florida 33301

AS TO OWNER:

Waterstone Holiday Inn, LLC
ATTN: Mauricio Bello
1124 Kane Concourse
Bay Harbor Islands, Florida 33154

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

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

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

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

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

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

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

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

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

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

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

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

**any rights either party may have to a trial by jury of any civil litigation related to the Agreement or this Assumption Agreement or any acts or omissions in relation thereto.**

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

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

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

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

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

(SIGNATURES TO FOLLOW)

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

Witnesses:

(Witness #1 Signature)

Gloria C. Vlásquez.
(Print Name)

(Witness #2 Signature)

Claudia Hughes
(Print Name)

OWNER:

WATERSTONE HOLIDAY INN LLC, a Florida Limited Liability Company

By: HIF MANAGER LLC, a Florida Limited Liability Company, Manager

By: _____
Print Name: Joaquin Mauricio Bello
Title: Manager

**ACKNOWLEDGEMENT**

STATE OF FLORIDA )
) SS
COUNTY OF MIAMIDADE )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8 day of August, 2022, by Joaquin Mauricio Bello as Manager of HIF MANAGER LLC, a Florida Limited Liability Company, as Manager of WATERSTONE HOLIDAY INN LLC, a Florida Limited Liability Company.

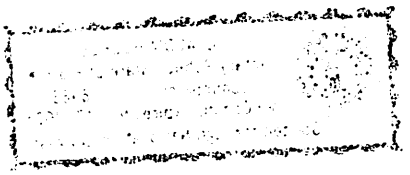
(SEAL)

CLAUDIA HUGHES
Notary Public - State of Florida
Commission # HH 168988
My Comm. Expires Nov 17, 2025
Bonded through National Notary Assn.

Signature: Notary Public, State of FLORIDA

Claudia Hughes
Print, Type of Stamp Commissioned Name
Of Notary Public)

Personally Known X OR Produced Identification___
Type of Identification Produced _____



**AS TO CITY:**

**CITY OF FORT LAUDERDALE**

By: _____
Dean J. Trantalis, Mayor

1 day of Nov, 2022

By: _____
~~Christopher J. Lagerbloom, ICMA-CM~~
City Manager, Greg Chavarria

21st day of October, 2022

ATTEST:

(CORPORATE SEAL)

_____
David R. Soloman, City Clerk

Approved as to form:
Alain Boileau, City Attorney

By: _____
Kimberly Cunningham Mosley
Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 1st day of November, 2022, by **Dean J. Trantalis,** Mayor of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me.

(SEAL)

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

JF

Jeanette A. ~~Johns~~ Fray
Name of Notary Typed,
Printed or Stamped

JEANETTE A. FRAY
Notary Public - State of Florida
Commission # HH 225543
My Comm. Expires Jan 31, 2023
Bonded through National Notary Assn.

My Commission Expires: 1/31/23

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 21st day of October, 2022, by ~~Christopher~~ Greg Chavarria ~~J. Lagerbloom, ICMA-CM,~~ City Manager of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me.

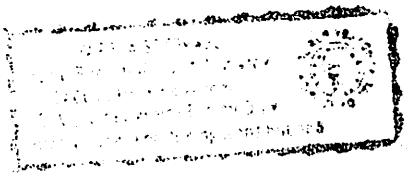
(SEAL)

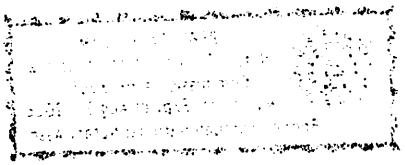
R. McClam
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Rebecca McClam
Name of Notary Typed,
Printed or Stamped

REBECCA MCCLAM
Notary Public - State of Florida
Commission # HH 306617
My Comm. Expires Aug 29, 2026
Bonded through National Notary Assn.

My Commission Expires:





# Exhibit A

## Legal Description and Sketch

**[EXHIBIT TO FOLLOW]**

n.P.O.k.

SKETCH AND LEGAL DESCRIPTION
BY

# PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777 • E-MAIL: surveys@pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

## LEGAL DESCRIPTION: HOLIDAY INN SITE

A PORTION OF LOTS 12 AND 13, AND ALL OF LOTS 14, 15 AND 16, BLOCK 27, "EVERGLADE LAND SALES COMPANY'S FIRST ADDITION TO LAUDERDALE, FLORIDA", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 15, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 16; THENCE SOUTH 00°02'20" EAST ALONG THE EAST LINE OF SAID LOT 16 FOR 135.00 FEET; THENCE NORTH 90°00'00" WEST ALONG THE SOUTH LINE OF SAID LOTS 16, 15, 14, 13 AND 12 FOR 215.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH FEDERAL HIGHWAY (STATE ROAD NO. 5) (STATE ROAD NO. A1A), AS RECORDED IN INSTRUMENT NUMBER 118106653, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID LINE LYING 35.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID BLOCK 27; THENCE NORTH 00°02'20" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE 109.98 FEET; THENCE NORTH 44°58'50" EAST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE 35.37 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SE 21ST STREET, ALSO BEING THE NORTH LINE OF SAID BLOCK 27; THENCE NORTH 90°00'00" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE AND SAID NORTH LINE 189.98 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, AND CONTAINING 28,712 SQUARE FEET (0.6591 ACRES), MORE OR LESS.

## NOTES:

1) BEARINGS ARE BASED ON AN ASSUMED MERIDIAN WITH THE NORTH LINE OF BLOCK 27 BEING N90°00'00"E.
2) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
3) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4) ALL RECORDED DOCUMENTS ARE PER THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.

| | |
|---|---|
| CLIENT: WATERSTONE CAPITAL | |
| SCALE: 1"=50' | DRAWN: B.B. |
| ORDER NO.: 70066 | |
| DATE: 5/26/22 | |
| HOLIDAY INN SITE | |
| 2100 S FEDERAL HIGHWAY | |
| FORT LAUDERALE, BROWARD COUNTY, FL | |
| FOR: HOLIDAY INN | |

SHEET 1 OF 2

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

John F Pulice

Digitally signed by John F Pulice
Date: 2022.05.27 12:08:37 -04'00'

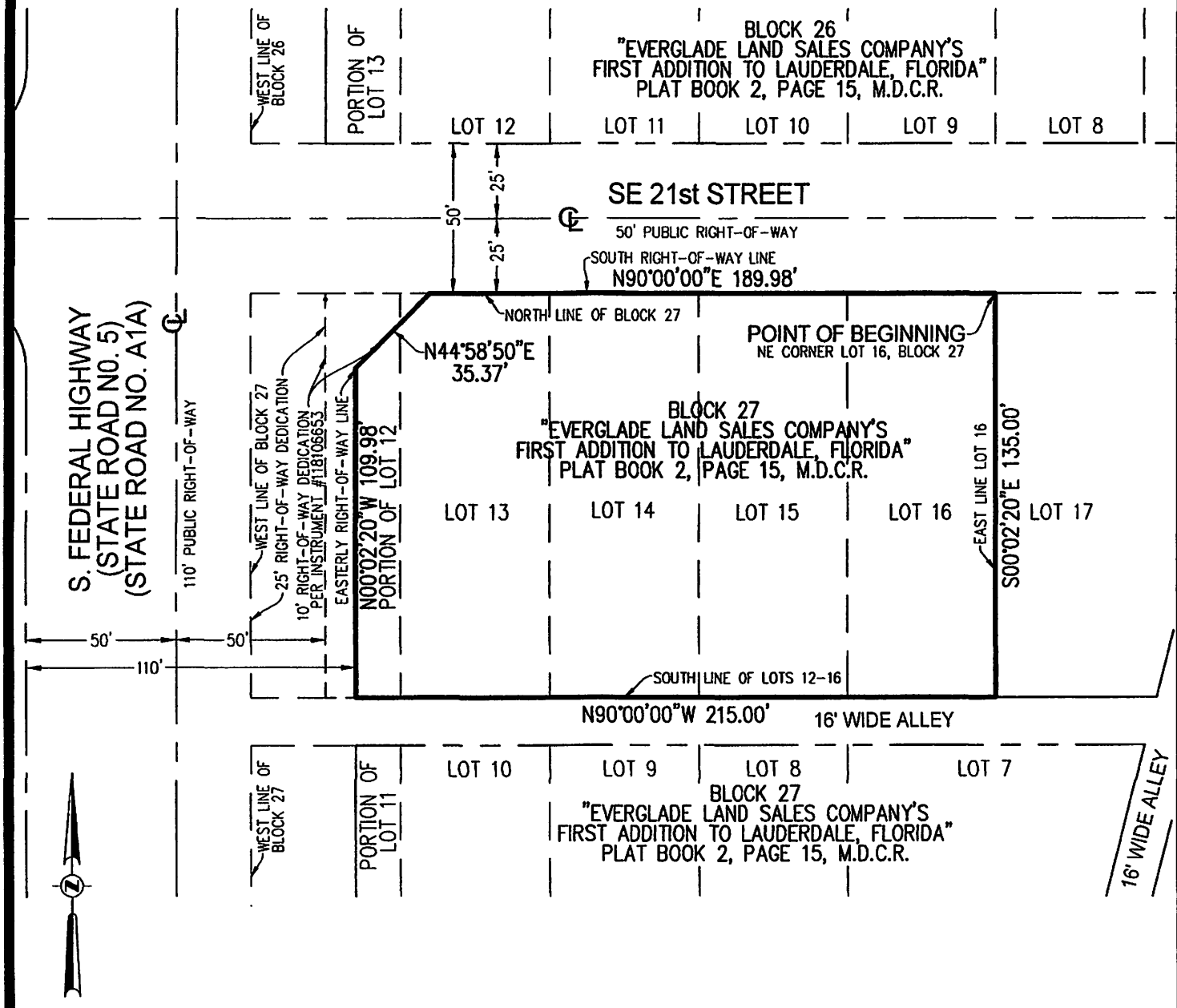
☐ JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
☐ BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136
☐ VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274
☐ DONNA C. WEST, PROFESSIONAL SURVEYOR AND MAPPER LS4290
STATE OF FLORIDA

corrected survey

SKETCH AND LEGAL DESCRIPTION
BY

# PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777 • E-MAIL: surveys@pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870




| | |
|---|---|
| CLIENT: WATERSTONE CAPITAL | |
| SCALE: 1"=50' | DRAWN: B.B. |
| ORDER NO.: 70066 | |
| DATE: 5/26/22 | |
| HOLIDAY INN SITE | |
| 2100 S FEDERAL HIGHWAY | |
| FORT LAUDERALE, BROWARD COUNTY, FL | |
| FOR: HOLIDAY INN | |

SHEET 2 OF 2

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

LEGEND:

℄ CENTERLINE
M.D.C.R. MIAMI-DADE COUNTY RECORDS

# Exhibit B

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

**SECTION No.:** **86010000**
**Permit No.:** **2020-L-491-00013**
**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 29th day of September 2022, 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 (Federal Highway / US 1 )** as part of the State Highway System as described in **Exhibit "A"**; and

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

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

**WHEREAS**, the **AGENCY** is agreeable to maintaining those landscape improvements within the **AGENCY'S** limits including plant materials, irrigation system and/or hardscape which may contain specialty surfacing (concrete pavers, color stamped concrete and color stamped asphalt [also known as patterned pavement]) including any other nonstandard hardscape (if applicable), and including 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 sidewalk concrete replacements associated with the standard and 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. 22-140 dated July 5, 2022, 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 NW 9th Avenue, Fort Lauderdale, FL 33309, (954)776-4300, a twenty-four (24) hour telephone number and the name of a responsible person that the **DEPARTMENT** may contact. The AGENCY shall notify the local maintenance office forty-eight (48) hours prior to the start of the landscape improvements.

(m) If there is a need to restrict the normal flow of traffic, it shall be done on non-holiday, weekday off-peak hours (9 AM to 3 PM), and the party performing such work shall give notice to the local law enforcement agency within whose jurisdiction such road is located prior to commencing work on the landscape improvements. The **DEPARTMENT'S** Operation Center Public Information Officer (see telephone number in Paragraph ( l ) shall also be notified.

(n) The **AGENCY** shall be responsible to clear all utilities within the landscape improvement limits before construction commences.

(o) The **AGENCY** shall follow the minimum level of maintenance guidelines as set forth in FDOT'S Rule Chapter 14-40 *Highway Beautification and Landscape Management*, in the FDOT *Guide to Roadside Mowing and Maintenance Management System,* and **Exhibit "C"**, the *Maintenance Plan* for maintenance activities for landscape improvements.

3. MAINTENANCE OF FACILITIES

A. The **AGENCY** agrees to maintain the landscape improvements, as existing and those to be installed, within the physical limits described in **Exhibit "A"** and as further described in **Exhibit "B"**. The non-standard improvements and standard concrete sidewalk 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 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 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.

9. 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.

10. 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.

11. SUPERSEDED AGREEMENTS

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

12. 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.

13. DISPUTES

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

14. 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**.

15. LAWS GOVERNING

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

16. 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: Bann Williams, RLA
FDOT District IV Landscape Architect

If to the AGENCY:
City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301
Attention: City Manager
Christopher J. Lagerbloom

17. LIST OF EXHIBITS

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

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

CITY OF FORT LAUDERDALE, through its
CITY COMMISSIONERS

By: _____
Dean J. Trantalis, Mayor

2 day of Sept, 2022

_____
Greg Chavarria,
City Manager

Approved as to form by Office of City Attorney

_____
Kimberly Cunningham Mosley,
Assistant City Attorney

ATTEST:

_____
David R. Soloman, City Clerk

CITY OF FORT LAUDERDALE ESTABLISHED MARCH 27, 1911 SEAL BROWARD COUNTY, FLORIDA

(SEAL)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

DocuSigned by:
By: Steven Braun
86FB70A8F1EF4EE...
Transportation Development Director

DocuSigned by:
Attest: Alia E. Chanel (SEAL)
E14549BD681D471...
Executive Secretary

Legal Review | Date

DocuSigned by:
Dawn Reduano
CAA57910ADF54DE...
Office of the General Counsel

**9/29/2022 | 5:56 PM EDT**

| | |
|---|---|
| **SECTION No.:** | **86010000** |
| **Permit No.:** | **2020-L-491-00013** |
| **COUNTY:** | **Broward** |
| **S.R. No.:** | **5** |

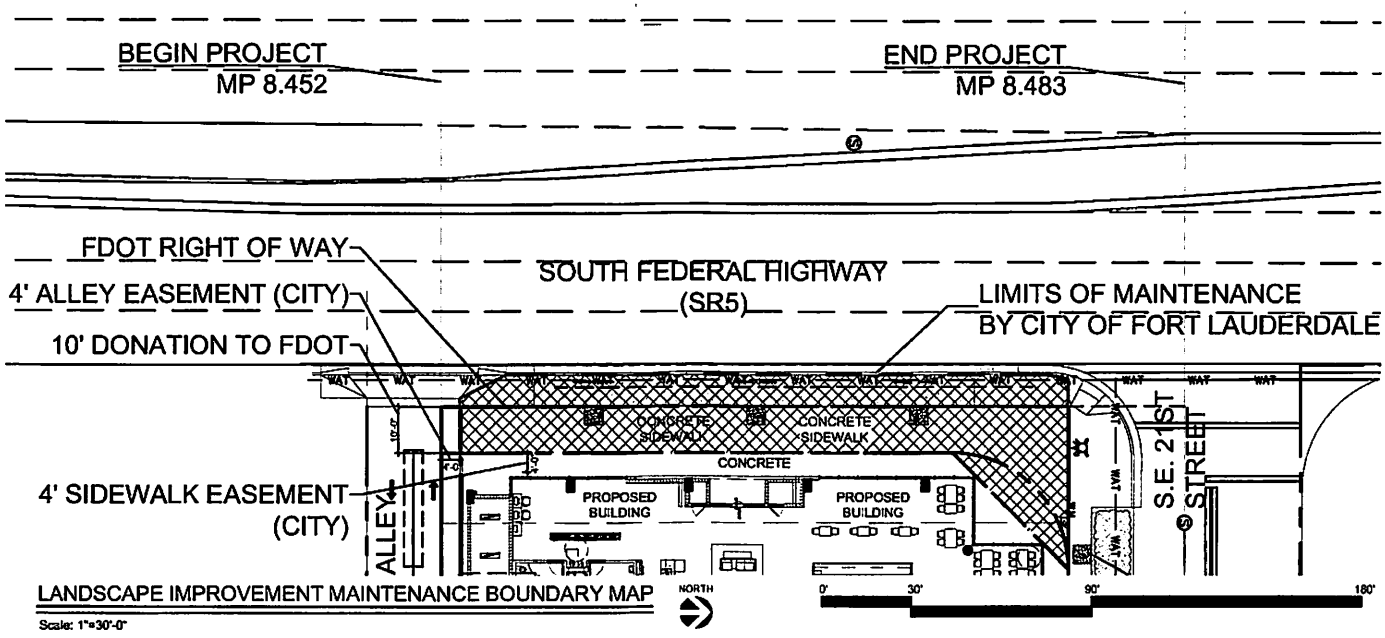
## EXHIBIT A

## LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES

I. LIMITS OF MAINTENANCE FOR LANDSCAPE IMPROVEMENTS:

**Holiday Inn Fort Lauderdale**
**State Road 5 (Federal Highway / US 1) from M.P. 8.452 to M.P. 8.483**

II. LANDSCAPE IMPROVEMENTS MAINTENANCE RESPONSIBILITIES MAP:




LANDSCAPE IMPROVEMENT MAINTENANCE BOUNDARY MAP

Scale: 1"=30'-0"

CITY OF FORT LAUDERDALE
FDOT PERMIT NO. 2020-L-491-00013
STATE ROAD 5

LIMITS OF MAINTENANCE BY
CITY OF FORT LAUDERDALE

| | |
|---|---|
| **SECTION No.:** | **86010000** |
| **Permit No.:** | **2020-L-491-00013** |
| **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: **Andrew M. Witkin, RLA**
**Witkin Hults Design Group**

**Date: January 19, 2021**

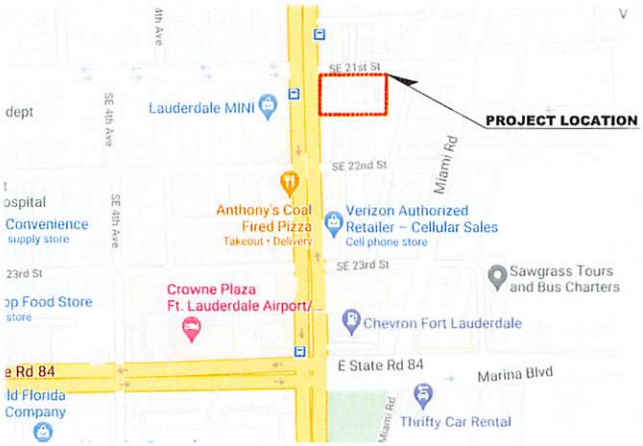
DocuSign Envelope ID: 8940B8A8-4CB7-4BF6-887D-46E3FAD640A1

# SOUTH FEDERAL HIGHWAY (SR5) AND S.E. 21ST STREET

**FORT LAUDERDALE, FLORIDA**

INDEX OF CONSTRUCTION PLANS


| SHEET NO. | SHEET DESCRIPTION |
|---|---|
| 1 | COVER SHEET |
| 2 | ROW LANDSCAPE PLAN |
| 3 | LANDSCAPE DETAILS |
| 4 | ROW IRRIGATION PLAN |
| 5 | IRRGATION DETAILS |


LOCATION MAP

Scale: 1"=400'-0"

NORTH

0' 400' 1200'

Permit No. 2020-L-491-00013

GOVERNING STANDARD PLANS:
FLORIDA DEPARTMENT OF TRANSPORTATION, FY 2020-21 STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION AND APPLICABLE INTERIM REVISIONS (IRs).
website: https://www.fdot.gov/design/standardplans

GOVERNING STANDARD SPECIFICATIONS :
FLORIDA DEPARTMENT OF TRANSPORTATION, JULY 2020 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
website: https://www.fdot.gov/programmanagement/implemented/specbooks

THE DESIGN SPEED FOR THIS PROJECT IS 45 MPH.

WITKIN HULTS DESIGN GROUP
357 South 21st Avenue Hollywood, Florida
Phone: 954-921-9361 License: AA-0001849
www.witkindesign.com

Project:
HOLIDAY INN FFL HOTEL
FORT LAUDERDALE, FL
FDOT LANDSCAPE PLAN

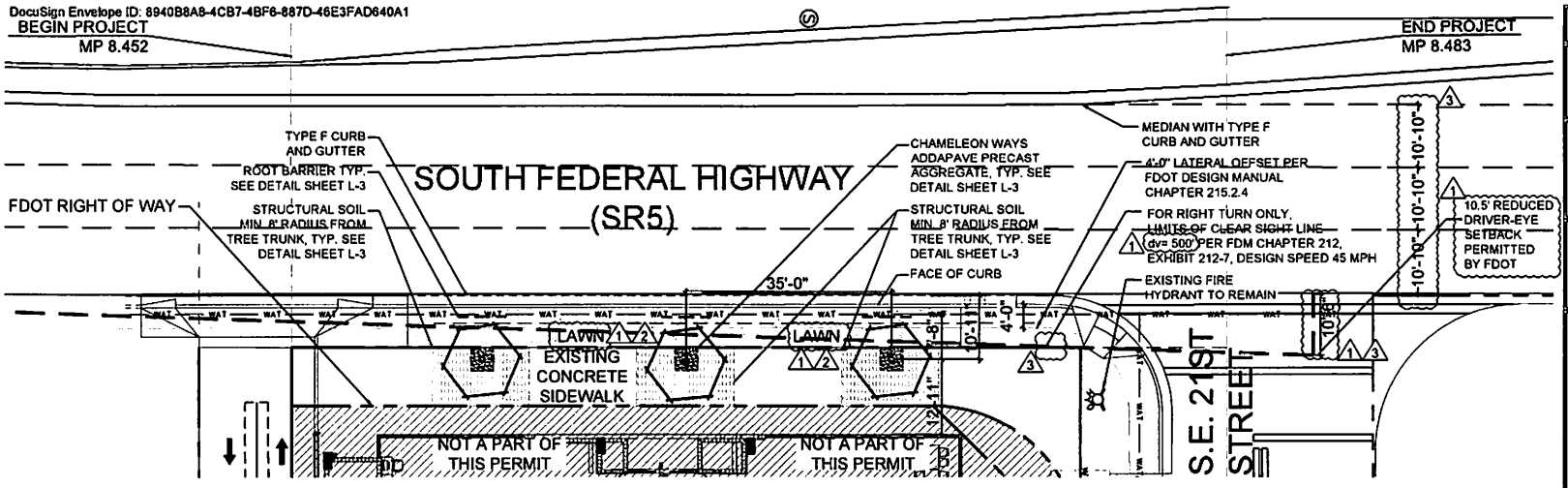
| Revisions | Date | By |
|---|---|---|
| FDOT comments | 01.03.20 | AM |

Seal

Lic. # LA0000889
Member A.S.L.A.

Drawing: Cover Sheet
Date: 01/03/2020
Scale: See Left
Drawn by: AM
Sheet No.
L-1
Cad Id.: 2016-065

DocuSign Envelope ID: 8940B8A8-4CB7-4BF6-887D-46E3FAD640A1




## FDOT LANDSCAPE PLAN

Scale: 1" = 20'-0"

NORTH

0' 20' 60' 120'

THE DESIGN SPEED FOR THIS PROJECT IS 45 MPH.

CONTRACTOR SHALL REPAIR ALL DAMAGE DONE TO THE FDOT PROPERTY DURING DEMOLITION, RELOCATION &/OR INSTALLATION ACTIVITIES AT HIS SOLE EXPENSE.

FOR THE PORTION OF LANDSCAPE PLANT MATERIAL THAT WILL BE INSTALLED WITHIN THE FDOT RIGHT OF WAY LANDSCAPE INSTALLATION SHALL COMPLY WITH CURRENT FDOT MAINTENANCE SPECIFICATIONS 580.

FOR THE PORTION OF LANDSCAPE PLANT MATERIAL THAT WILL BE INSTALLED WITHIN THE FDOT RIGHT OF WAY REFER TO FDOT STANDARD PLANS INDEX 580-001 LANDSCAPE INSTALLATION.

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

ANY PLANT MATERIAL SUBSTITUTION WITHIN OR IMPACTING THE FDOT RIGHT OF WAY WHETHER REQUESTED BY THE CONTRACTOR, OWNER, LANDSCAPE ARCHITECT OR OTHER WILL NEED TO GET APPROVAL FROM THE FDOT DISTRICT OPERATIONS MANAGER.

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.

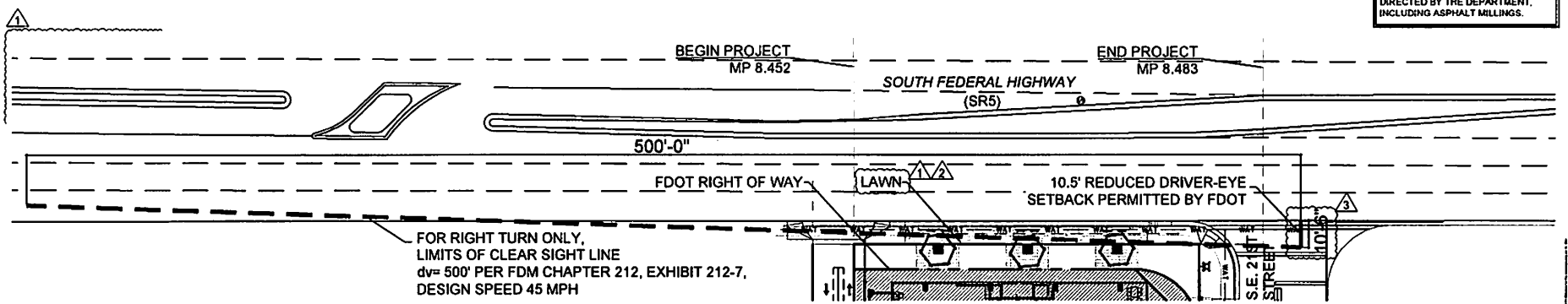
### LANDSCAPE LIST

**TREES**

| SYMBOL | QUAN. | PROPOSED MATERIAL | DESCRIPTION |
|---|---|---|---|
| 1 | 3 | *Coccoloba diversifolia<br>PIGEON PLUM | 14' HT. X 6' SPR. 3" CAL. (3.5" C.I.)<br>F.G. |

**GROUNDCOVER**

| SYMBOL | QUAN. | PROPOSED MATERIAL | DESCRIPTION |
|---|---|---|---|
| 2 1 LAWN | As Required | Stenotaphrum secundatum 'Floratam'<br>ST. AUGUSTINE GRASS | SOLID EVEN SOD |




## FDOT CLEAR SIGHT LINE EXHIBIT

Scale: 1" = 40'-0"

NORTH

0' 40' 120' 240'

Permit No. 2020-L-491-00013

WITKIN HULTS DESIGN GROUP

HOLIDAY INN FFL HOTEL
FORT LAUDERDALE, FL
FDOT LANDSCAPE PLAN

Drawing: Landscape Plan
Date: 01/03/2020
Scale: See Left
Drawn by: AM
Sheet No.
L-2

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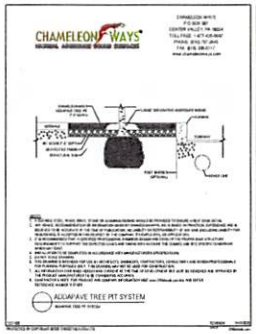
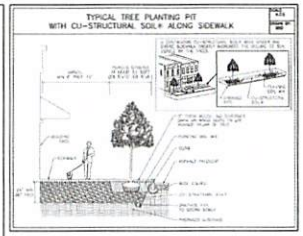
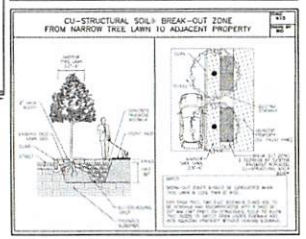
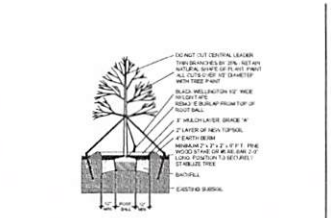
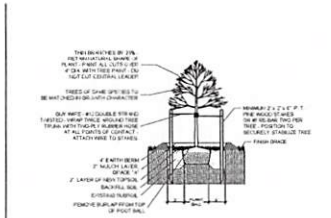


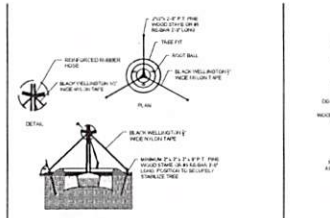



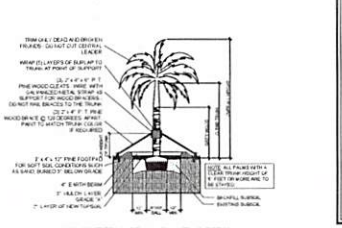

LARGE TREE PLANTING DETAIL



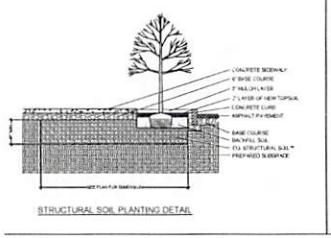

SMALL TREE PLANTING DETAIL



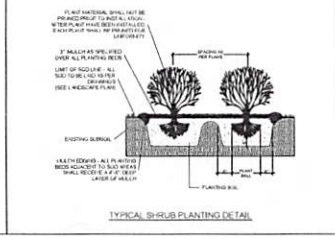

TYPICAL TREE GUYING DETAIL



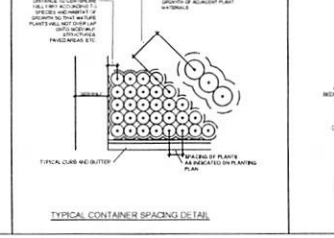

STRAIGHT TRUNK PALM PLANTING DETAIL



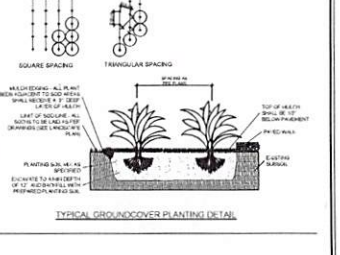

STRUCTURAL SOIL PLANTING DETAIL



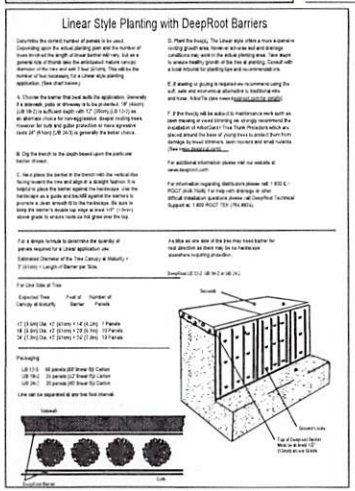

TYPICAL SHRUB PLANTING DETAIL




TYPICAL CONTAINER SPACING DETAIL




TYPICAL GROUNDCOVER PLANTING DETAIL




Landscaping must have adequate horizontal clearance to utilities. A minimum of five feet is required for small trees and ten feet for large trees with intrusive root systems.

## PLANTING NOTES:

-All plant material is to be Florida Number 1 or better pursuant to the Florida Department of Agriculture's Grades and Standards for Nursery Plants.

-All plants are to be top dressed with a minimum 3" layer of Melaleuca mulch, Eucalyptus mulch or equal.

-Planting plans shall take precedence over plant list in case of discrepancies.

-No changes are to be made without the prior consent of the Landscape Architect and Owner. Additions and or deletions to the plant material must be approved by the project engineer.

-Landscape Contractor is responsible for providing their own square footage takeoffs and field verification for 100% sod coverage for all areas specified.

- All landscape areas are to be provided with automatic sprinkler system which provide 100% coverage, and 50% overlap.

- All trees in lawn areas are to receive a 24" diameter mulched saucer at the base of the trunk.

- Trees are to be planted within parking islands after soil is brought up to grade. Deeply set root balls are not acceptable.

- Planting soil for topsoil and backfill shall be 50/50 mix, nematode free. Planting soil for annual beds to be comprised of 50% Canadian peat moss, 25% salt free coarse sand and 25% Aerolite.

- Tree and shrub pits will be supplemented with "Agriform Pells", 21 gram size with a 20-10-5 analysis, or substitute application accepted by Landscape Architect. Deliver in manufacturer's standard containers showing weight, analysis and name of manufacturer.

## SOD NOTES:

-Sod is to be grade "A" weed free.

-All areas marked "LAWN" shall be solid sodded with St. Augustine 'Floratam' solid sod. See limit on plan. All areas marked 'Bahia Grass' shall be solid sodded with Paspalum.

-Provide a 2" deep blanket of planting soil as described in planting notes this sheet. Prior to planting, remove stones, sticks, etc. from the sub soil surface. Excavate existing non-conforming soil as required so that the finish grade of sod is flush with adjacent pavement or top of curb as well as adjacent sod in the case of sod patching.

-Place sod on moistened soil, with edges tightly butted, in staggered rows at right angles to slopes.

-Keep edge of sod bed a minimum of 18" away from groundcover beds and 24" away from edge of shrub beds and 36" away from trees, measured from center of plant.

-Sod Shall be watered immediatley after installation to uniformily wet the soil to at least 2" below the bottom of the sod strips.

-Excavate and remove excess soil so top of sod is flush with top of curb or adjacent pavement or adjacent existing sod.

## GENERAL NOTES:

-The Landscape Contractor is to locate and verify all underground and overhead utilities prior to beginning work. Contact proper utility companies and / or General Contractor prior to digging for field verification. The Owner and the Landscape Architect shall not be responsible for any damages to utility or irrigation lines (see Roadway Plans for more utility notes).

-Landscape Contractor is to verify all current drawings and check for discrepancies and bring to the attention of the Landscape Architect prior to commencing with the work.

-All unattended and unplanted tree pits are to be properly barricaded and flagged during installation.

-All planting plans are issued as directives for site layout. Any deviations, site changes, etcetera are to be brought to the attention of the Landscape Architect for clarification prior to installation.

CALL 48 HOURS BEFORE YOU DIG IN FLORIDA
IT'S THE LAW!
1-800-432-4770
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

1 Permit No. 2020-L-491-00013

WITKIN HULTS DESIGN GROUP
357 South 21st avenue, Hollywood, Florida
Phone: (954) 922-2600 Facsimile: (954) 922-2603
www.witkinhdesign.com

HOLIDAY INN FFL HOTEL
FORT LAUDERDALE, FL
FDOT LANDSCAPE DETAILS

Project

| Revisions | Date | By |
|---|---|---|
| 1/10/2020 | 01.10.2020 | AM |

Seal

Lic. # LA0000689
Member A.S.L.A.

Drawing: Landscape Plan
Date: 01/03/2020
Scale: See Left
Drawn by: AM
Sheet No.
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Cad Id. 2018-065

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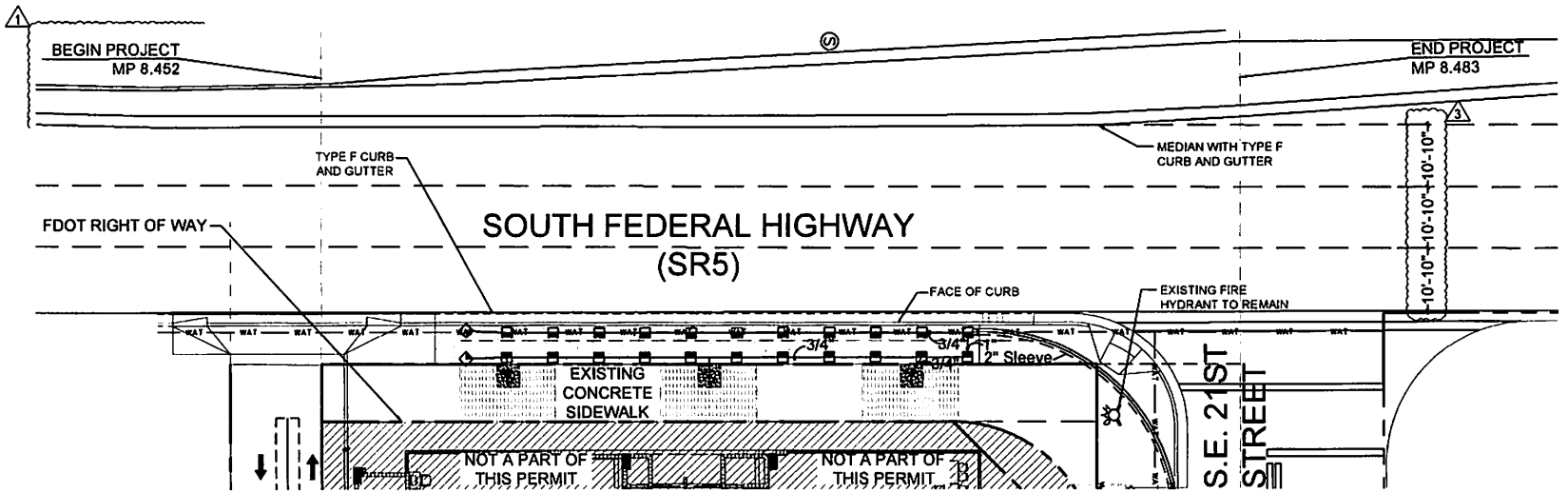


## FDOT IRRIGATION PLAN

Scale: 1" = 20'-0"

NORTH

0' 20' 60' 120'

**FDOT IRRIGATION NOTES**

THE IRRIGATION SYSTEM SHALL USE THE LOWEST QUALITY WATER AVAILABLE WHICH ADEQUATELY AND SAFELY MEETS THE WATER NEEDS OF THE SYSTEM. STORM WATER, RECLAIM WATER, OR GREY WATER IRRIGATION SHALL BE USED WHENEVER POSSIBLE.

FDOT REQUIRES 24-HOUR EMERGENCY ACCESS TO WATER SOURCE.

CONTRACTOR SHALL PROVIDE FDOT DISTRICT OPERATIONS MANAGER WITH A SET OF "AS-BUILT" IRRIGATION PLANS.

Permit No. 2020-L-491-00013

WITKIN HULTS DESIGN GROUP

HOLIDAY INN FFL HOTEL
FORT LAUDERDALE, FL
FDOT IRRIGATION PLAN

Drawing Irrigation Plan
Date 01/03/2020
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Sheet No

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## *Irrigation Notes*

**LAYOUT**

LAYOUT IRRIGATION SYSTEM MAINLINES AND LATERAL LINES. MAKE ALL NECESSARY ADJUSTMENTS AS REQUIRED TO TAKE INTO ACCOUNT ALL SITE OBSTRUCTIONS AND LIMITATIONS PRIOR TO EXCAVATING TRENCHES.

FLAG ALL SPRINKLER HEAD LOCATIONS. ADJUST LOCATION AND MAKE THE NECESSARY MODIFICATIONS TO NOZZLE TYPES ETC. AS REQUIRED TO INSURE 100% COVERAGE AND 50% OVERLAP.

LOW ANGLE TRAJECTORY NOZZLES SHALL BE USED WHEN ALL SPRINKLERS AND ROTORS ARE LOCATED WITHIN 100' OF POOLS OR PUBLIC GATHERING AREAS.

**PIPE**

PIPE LOCATIONS SHOWN ON PLAN ARE SCHEMATIC ONLY AND SHALL BE ADJUSTED IN THE FIELD. WHEN LAYING-OUT MAINS AND LATERALS, LOCATE PIPE NEAR EDGES OF PAVEMENT OR AGAINST BUILDINGS WHEREVER POSSIBLE TO ALLOW SPACE FOR PLANT ROOT BALLS.

PIPING UNDER HARDSCAPES SUCH AS ROADS, WALKS, AND PATIOS ARE TO BE SLEEVED USING SCH. 40 PIPE.

PIPES 4" AND UNDER TO BE SOLVENT WELD. LARGER PIPES TO BE GASKETED 'O' RING PIPES AND USE THRUST BLOCKS OR MEGA LUGS AND DUCTILE IRON FITTINGS AT TURNING LOCATIONS.

*SIZE ALL PIPE SO NOT TO EXCEED 5' PER SECOND
*INSTALL RAIN SENSOR AS PER LOCAL CODE

PIPES CONVEYING RECLAIM WATER SHALL HAVE A 3' HORIZONTAL DISTANCE SEPARATION FROM OTHER PIPING OR UTILITY SERVICES. AN 18" VERTICAL SEPARATION SHALL BE MAINTAINED WHEN APPLICABLE.

AIR RELEASE VALVES TO BE USED AT THE END OF ALL MAINLINE RUNS.

ALL PIPES TO BE IN ACCORDANCE WITH APPENDIX F OF THE 2017 FLORIDA BUILDING CODE.

**WIRES**

LOW VOLTAGE WIRE TO BE INSTALLED ALONG MAINLINE INSTALLATION. USE 2" SCH. 40 PVC WITH SWEEP ELBOWS AT TURNING LOCATIONS WHEN SLEEVING IS REQUIRED. ALL SPLICES SHALL BE ENCLOSED WITHIN A VALVE/SPLICE BOX.

WIRE SIZED AND COLORED AS FOLLOWS:
#12 WHITE FOR COMMON
#12 SPARE BLACK COMMON (1 SPARE NEEDED PER 10 HOT WIRES)
#14 RED HOT WIRES
#14 SPARE YELLOW HOT WIRE (1 SPARES NEEDED PER 10 HOT WIRES, 3 SPARE MINIMUM)

WHEN WIRE RUNS EXCEEDS 3,500 LINEAR FEET, USE #10 FOR COMMON WIRES AND #12 FOR HOT/SPARE WIRES.

ALL IRRIGATION CONTROLLERS TO BE PROPERLY GROUNDED IN ACCORDANCE WITH MANUFACTURE'S RECOMMENDATIONS.

**FLUSHING**

PRIOR TO PLACEMENT OF HEADS FLUSH ALL LINES UNTIL LINES ARE COMPLETELY CLEAN OF DEBRIS.

**TRENCHING**

TRENCH BOTTOM TO BE UNIFORM AND FREE OF DEBRIS. NATIVE EXCAVATED MATERIAL USED TO BACKFILL TRENCH SHALL BE FREE FROM ROCKS OR STONES LARGER THAN 1" IN DIAMETER.

**MISC.**

PRESSURE TEST MAINLINE AS PER FLORIDA BUILDING CODE. INSTALL IRRIGATION SYSTEM AS PER LATEST EDITION OF THE FLORIDA BUILDING CODE, APPENDIX F., AND ALL PERTINENT LOCAL CODES.

SPRAY HEADS INSTALLED IN SHRUB AREAS TO BE 12 INCH POP-UPS OR INSTALLED ON RISERS.

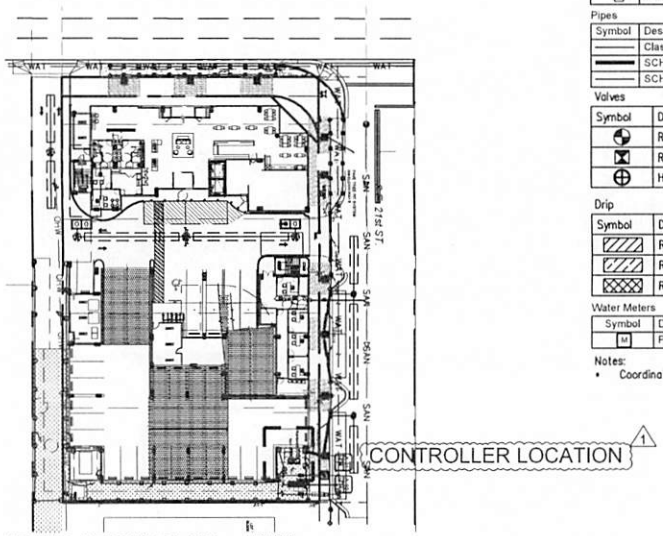
**DESIGN**

THIS DESIGN IS DIAGRAMMATIC. ALL IRRIGATION EQUIPMENT SUCH AS PIPES, VALVES, , ETC., SHOWN WITHIN PERVIOUS AREAS ARE FOR DESIGN CLARIFICATION ONLY. THE IRRIGATION CONTRACTOR SHALL INSTALL IRRIGATION EQUIPMENT IN PLANTING AREAS WHEREVER POSSIBLE.

THE IRRIGATION CONTRACTOR IS RESPONSIBLE TO FAMILIARIZE THEMSELVES WITH THE SCOPE OF WORK, INCLUDING BUT NOT LIMITED TO GRADE DIFFERENCES, LOCATION OF WALLS, STRUCTURES, UTILITIES AND EXISTING IRRIGATION EQUIPMENT. THE IRRIGATION CONTRACTOR IS RESPONSIBLE SHALL REPAIR AND/OR REPLACE ANY DAMAGE CREATED BY THEIR WORK. THEY SHALL COORDINATE HIS WORK WITH OTHER CONTRACTOR OR MUNICIPAL AUTHORITIES FOR THE LOCATION AND INSTALLATION OF IRRIGATION EQUIPMENT UNDER ROADWAYS AND PAVING, SLEEVES THROUGH WALLS AND FLOORS, ETC.

INSTALL ALL IRRIGATION EQUIPMENT PER MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS. SUBSTITUTIONS FOR IRRIGATION EQUIPMENT TO BE APPROVED BY THE IRRIGATION DESIGNER. EQUIPMENT CHANGES TO INCLUDE BUT NOT LIMITED TO PUMP, CONTROLLER, SPRAY HEADS, ROTORS, AND VALVES.

DO NOT INSTALL IRRIGATION EQUIPMENT AS SHOWN ON THE DRAWINGS WHEN FIELD CONDITIONS DIFFER. OBSTRUCTIONS OR DIFFERENCES SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER OR OWNER'S REPRESENTATIVE. IN THE EVENT THIS NOTIFICATION IS NOT PERFORMED, THE IRRIGATION CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY.




IRRIGATION PLAN

NORTH

EQUIPMENT TABLE

Backflow Preventers

| Symbol | Description |
|---|---|
| N | Pressure Vacuum Breaker |

Controllers

| Symbol | Description |
|---|---|
| A | Rainbird ESP-ME |
| B | Rainbird ESP-ME |
| R | Rain Sensor |

Irrigation Heads

| Symbol | Description |
|---|---|
| | RAINBIRD 1800 SERIES 8 Series 6" above finish grade trajectory 5 deg 90° |
| | RAINBIRD 1800 SERIES 8 Series 6" above finish grade trajectory 5 deg 180° |
| | RAINBIRD 1800 SERIES 10 Series trajectory 15 deg 180° |
| L | RAINBIRD 1800 SERIES 15 Series trajectory 30 deg 90° |
| | RAINBIRD 1800 SERIES 15 Strip Series trajectory 30 deg EST° |
| U | RAINBIRD 1800 SERIES 15 Strip Series trajectory 30 deg SST° |
| | RAINBIRD 1800 SERIES 1300A-F Bubbler 360° |
| E | RAINBIRD 1800 SERIES SQ Nozzle 4 Feet Throw EST° |

Pipes

| Symbol | Description |
|---|---|
| | Class 160 PVC (Lateral) |
| | SCH 40 PVC (Mainline) |
| | SCH 40 PVC (Sleeve) |

Valves

| Symbol | Description |
|---|---|
| | Rainbird PGA Valve |
| | Rain Bird XCZ-150-PRB-COM |
| | Hose Bib with PVB |

Drip

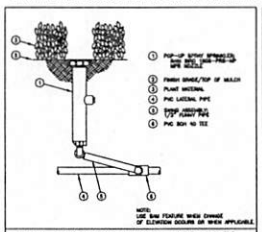
| Symbol | Description |
|---|---|
| | Rain Bird XFS-04-12-500 |
| | Rain Bird XFS-04-18-500 |
| | Rain Bird XFS-04-24-500 |

Water Meters

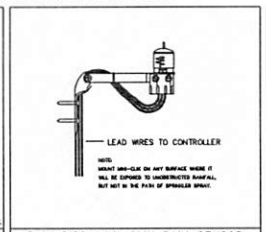
| Symbol | Description |
|---|---|
| M | Proposed 1" Water Meter |

Notes:
- Coordinate with M.E.P. for P.O.C. Connection.

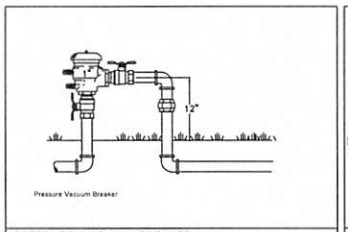
1 Permit No. 2020-L-491-00013



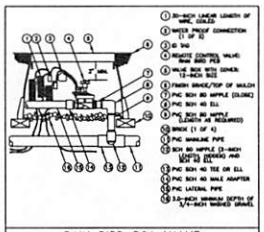
RAIN BIRD 1800 SERIES SPRINKLER



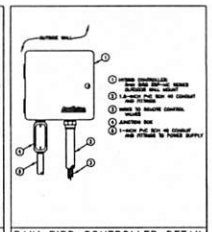

RAIN BIRD MINI-CLIK RAIN SENSOR



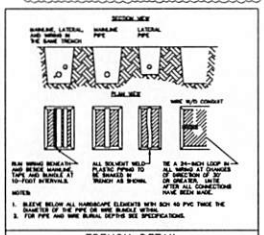

PRESSURE VACUUM BREAKER



RAIN BIRD PGA VALVE



RAIN BIRD CONTROLLER DETAIL



TRENCH DETAIL

WITKIN HULTS DESIGN GROUP

HOLIDAY INN FFL HOTEL
FORT LAUDERDALE, FL
FDOT IRRIGATION DETAILS

Project

| Revisions | Date | By |
|---|---|---|
| POC Comments | 10.15.20 | JM |

Seal

Lic. # LA0000669
Member: A.S.L.A.

Drawing: Irrigation Details
Date: 01/03/2020
Scale: See Left
Drawn by: AM
Sheet No.
IR-2
Cad Id. 2016-065

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|---|---|
| **SECTION No.:** | **86010000** |
| **Permit No.:** | **2020-L-491-00013** |
| **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

| | |
|---|---|
| **State Road No:** | **State Road 5 (Federal Hwy / US 1)** |
| **Project Limits:** | **M.P. 8.452 to M.P. 8.483** |
| **Permit:** | **2020-L-491-00013** |
| **Project:** | **Holiday Inn** |
| **Maintaining Agency:** | **City of Fort Lauderdale** |
| **RLA of Record:** | **Andrew Witkin** |
| **Date:** | **January 6, 2021** |

---

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

**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 Project Site Maintenance Requirements and Recommendations as guidance. The understory plant materials selected for use within the restricted planting areas (Limits of Clear Sight) are to be mature height in compliance with Window Detail. Vertical tree heights must meet *FDOT Maintenance Rating Program* (MRP) standards. See Reference pages.

**STAKING AND GUYING**
All staking materials, except for replacements, are to be removed by the completion of FDOT establishment or after one year (whichever comes first). Any subsequent staking and guying activities by the Agency must adhere to *FDOT Standard Plans* guidelines (See Index 580-001). The Agency shall closely monitor staking and guying attachment materials so that they are securely fastened to avoid potential roadway hazards.

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

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

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

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

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

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

It shall be the responsibility of the AGENCY to maintain all signs located within hardscape areas. Such maintenance to be provided by the AGENCY shall include repair and replacement of the sign panel, post, and base.

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

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

**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.

**SITE FURNISHINGS**
Site furnishing such as Trash Receptacles, Benches, Bollards and Bicycle Racks shall be maintained in such a manner as to prolong the life of the fixture and prevent potential safety

hazards. If the fixtures and their overall function and mounting systems become damaged, they shall be replaced with the same type and specification as the approved plan.

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

**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

1. Remove suckering growth from base and clear trunk areas for Pigeon Plum trees.

2. Maintain full ground coverage of turf grass at all times.

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

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

## 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, 2017 Florida Building Code, Chapter 11 Florida Accessibility Code for Building Construction Part A*
http://www.floridabuilding.org/fbc/workgroups/Accessibility_Code_Workgroup/Documentation/CHAPTER_11_w_fla_specifics.htm

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

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

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

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

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

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

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

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

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

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

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

# COMMISSION AGENDA ITEM
# DOCUMENT ROUTING FORM

2L

**Today's Date:** 10/19/2022

**DOCUMENT TITLE: ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT – WATERSTONE HOLIDAY INN LLC**

**COMM. MTG. DATE:** 7/5/2022 **CAM #:** 22-0588 **ITEM #:** CR-6 **CAM attached:** ☒YES ☐NO

**Routing Origin:** TAM **Router Name/Ext:** G.Smith/x3764 **Action Summary attached:** ☒YES ☐NO

**CIP FUNDED:** ☐ YES ☒ NO

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

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**1) Dept:** CAO **Router Name/Ext:** K.Nembhard/x5001 **# of originals routed:** 2 **Date to CAO:** 10/19/2022

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

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

**Date to CCO:** 10/19/2022 Kimberly Cunningham Mosley (Attorney's Name) KCM (Initials)

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**3) City Clerk's Office:** # of originals: 2 **Routed to:** Donna V./Aimee L./CMO **Date:** 10/19/22

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**4) City Manager's Office: CMO LOG #:** DCT-60 Document received from: CCO

Assigned to: GREG CHAVARRIA ☑
ANTHONY FAJARDO ☐ SUSAN GRANT ☐
GREG CHAVARRIA as CRA Executive Director ☐

☐ APPROVED FOR G. CHAVARRIA'S SIGNATURE ☐ N/A FOR G. CHAVARRIA TO SIGN

PER ACM:**S. Grant** _____ (Initial/Date) PER ACM: **A. Fajardo** _____ (Initial/Date)

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

Forward ___ originals to ☐ Mayor ☐ CCO **Date:** _____

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

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**6) City Clerk:** Scan original and forwards 2 originals to: **G.Smith/x3764**

Attach __ certified Reso # _____ ☐YES ☒NO **Original Route form to K.Nembhard/x5009**

*Rev. 8/3/2022*