

ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT

THIS ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT (“Assumption Agreement”) is entered into ____ day of _____, 2018, by and between:

PRH FAIRWINDS, LLC, a Florida limited liability company, its successors and assigns, hereinafter (“PRH”).

and

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

R E C I T A L S

WHEREAS, PRH 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 at 2220 N. Ocean Blvd., Fort Lauderdale, FL 33305, on the east side of State Road A-1-A (hereinafter referred to as “A-1-A”), a right-of-way which is under the jurisdiction of the State of Florida Department of Transportation (“FDOT”);

WHEREAS, the Property is developed with a project known as Auberge Beach Residences and Spa; and

WHEREAS, certain improvements were installed, or will be installed, along the right-of-way adjacent to A-1-A; including new hardscape and planting material, (collectively, the “Improvements”); and

WHEREAS, the Improvements were or will be installed within or adjacent to the right-of-way on the east side of A-1-A between NE 22nd Street (Mile Post 4.619) and NE 23rd Street (Mile Post 4.276) (the “Improvement Area”); and

WHEREAS, in order to permit the Improvements to remain, FDOT requires the City to enter into an Eleventh (11th) amendment to the agreement entitled “State of Florida Department of Transportation District Four Landscape Maintenance Memorandum of Agreement” (the “Agreement, as amended”) which is attached hereto and incorporated herein as **Exhibit B**; and

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

WHEREAS, as a condition to the City’s execution of the Agreement, as amended, the City requires PRH to assume all liability, obligations and responsibility under the Agreement, as amended, and agree to indemnify and hold harmless the City from any and all liability under the Agreement, as amended, for the 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, PRH 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 the 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 PRH 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.** PRH agrees to assume any and all liability and responsibility for performance under the Agreement, as amended. PRH hereby agrees to abide by and comply with each and every term and condition set forth in the Agreement and failure to so comply shall constitute a default under this Assumption Agreement. Any acts or omissions by PRH or PRH'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, as amended, is incorporated into this Assumption Agreement as if fully set forth herein.

4. **Indemnification and Hold Harmless.**

(a) PRH shall protect, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses charged or incurred, including reasonable attorney's fees actually incurred, or liabilities of every kind, nature or degree arising out of or in connection with the rights, responsibilities and obligations of PRH under the Agreement, as amended, and this Assumption Agreement, conditions contained therein, the location, construction, repair, maintenance use or occupancy by PRH of the Improvements, or the breach or default by PRH of any covenant or provision of the Agreement, as amended or this Assumption Agreement, except for any occurrence arising out of or resulting from the intentional torts or negligence of the City, its officers, 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 PRH 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 PRH under the Agreement, as amended, 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 PRH, is included in the indemnity.

(b) PRH 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, as amended, and this Assumption Agreement, PRH, at its expense, shall keep or cause to be kept in effect the insurance coverages for the Improvements set forth in the Agreement, as amended, and PRH 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, as amended, 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, as amended, in whole or in part, PRH shall, if required under the Agreement, remove all or any part of the Improvements in accordance with the terms and conditions of the Agreement, as amended, and PRH shall restore the right of way to conditions acceptable to FDOT as to the roadway and conditions acceptable to the City as to the sidewalk area and any impacted public utilities. Such removal and restoration shall be at PRH's sole cost and expense. In the event PRH 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 to conditions acceptable to FDOT as to the roadway and conditions acceptable to the City as to the sidewalk area and any impacted public utilities, and all reasonable costs associated with the removal and restoration thereof shall be fully reimbursed by PRH.

(b) In the event PRH fails to remove the Improvements when required to do so as set forth above, 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. PRH consents to and grants the City the right to place a lien on the Property. PRH 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 PRH fails to perform or violates any of the terms or conditions of the Agreement, as amended, or this Assumption Agreement or is in breach or default in any term or condition thereof, the City shall notify PRH of the specific failure or violation of this Assumption Agreement or the Agreement, as amended, in writing and PRH 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, as amended, and this Assumption Agreement deals 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, as amended, 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 PRH under the Agreement, as amended, and the reasonable cost and expense incurred in City's curative actions shall be passed on to and owed by PRH, in which case PRH 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. PRH shall reimburse City within thirty (30) days following written demand for payment thereof. After the expiration of the thirty (30) days for reimbursement, 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, as amended, 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, PRH 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 PRH 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 the 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 PRH'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 PRH'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, as amended, or the Assumption Agreement where the Improvement Area or any condition thereof presents an imminent threat to the health or safety of Persons or property, the City shall make reasonable efforts to provide telephone and fax or email notice to PRH's Contact Person. If, following that notice, PRH 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 PRH in accordance with provisions hereof. For the purposes of this Paragraph, PRH's Contact Person shall be **Patrick Campbell-phone number: 305-460-9900, fax number: 305-460-9911, email: pcampbell@relatedgroup.com**. In the event the PRH's Contact Person or any other information pertaining to the PRH's Contact Person shall change, such change shall be provided to the City Engineer 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 PRH 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, as amended, 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 PRH 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: City Manager
City Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

With copy to: City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

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

AS TO PRH: Patrick Campbell, Vice President
PRH Fairwinds, LLC
315 S. Biscayne Boulevard, 4th Floor
Miami, FL 33131

With a copy to: David Coviello, Esq.
Shutts & Bowen
200 S. Biscayne Blvd., Suite 4100
Miami, FL 33131

(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 PRH, PRH is an independent contractor under this Assumption Agreement. In providing such services, neither PRH 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 PRH or PRH'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.** PRH 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 PRH 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 PRH. PRH shall record this Assumption Agreement 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 PRH, FDOT and City and no obligations lying thereunder survive such termination.

24. **Assignment.** PRH 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 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. PRH shall comply with the City's codes, ordinances and regulations with respect to installation and construction of the Improvements. PRH 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.** PRH 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 undersigned does hereby warrant that they are authorized to enter into this Assumption Agreement by PRH Fairwinds, LLC, a Florida limited liability company, and the City OF FORT LAUDERDALE.

Signed, sealed and delivered in the presence of: **PRH FAIRWINDS, LLC**, a Florida limited liability company

*Printed Name:*_____

*Printed Name:*_____

By:_____

Name:_____

Title:_____

Date:_____

STATE OF _____)
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by _____, the _____ of PRH Fairwinds, LLC, a Florida limited liability company. He/She is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2018.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

AS TO City:

CITY OF FORT LAUDERDALE

WITNESSES:

[Witness type or print name]

[Witness type or print name]

(CORPORATE SEAL)

By: _____

Dean J. Trantalis, Mayor

By: _____

Lee R. Feldman, City Manager

ATTEST:

Jeffrey A. Modarelli, City Clerk

Approved as to form:

Alain E. Boileau, Interim City Attorney

By: _____

Print Name: _____

Title: Assistant City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

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

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

STATE OF FLORIDA
COUNTY OF BROWARD

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

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

JOINDER AND CONSENT

The undersigned, BANK OF THE OZARKS, does hereby acknowledge, join in and consent to the execution and delivery of this Assumption Agreement, and agree that in the event that the undersigned or any successors obtain title to the Property through foreclosure or deed-in-lieu of foreclosure, this Assumption Agreement shall be binding upon the entity obtaining title as the then owner of the Property.

IN WITNESS WHEREOF, these presents have been executed this ____ day of August, 2018.

BANK OF THE OZARKS

By: _____
Name: _____
Title: _____

JOINDER AND CONSENT

The undersigned, TPG RE FINANCE, LLC, does hereby acknowledge, join in and consent to the execution and delivery of this Assumption Agreement, and agree that in the event that the undersigned or any successors obtain title to the Property through foreclosure or deed-in-lieu of foreclosure, this Assumption Agreement shall be binding upon the entity obtaining title as the then owner of the Property.

IN WITNESS WHEREOF, these presents have been executed this ____ day of August, 2018.

TPG RE FINANCE, LLC, a Delaware
limited liability company

By: _____
Name: _____
Title: _____

Exhibit A

Legal Description of the Property

PARCEL 1:

Lots 3, 4, 5, 6, 7, 8 and 9, Block 17, of LAUDERDALE BEACH, according to the Plat thereof, as recorded in Plat Book 4, at Page 2, of the Public Records of Broward County, Florida.

AND

Lot 20, Block 2, of LAUDERDALE BEACH, according to the Plat thereof, as recorded in Plat Book 4, at Page 2, of the Public Records of Broward County, Florida.

PARCEL 2:

Lots 24, 25 and 26, Block 2, of LAUDERDALE BEACH, according to the Plat thereof, as recorded in Plat Book 4, at Page 2, of the Public Records of Broward County, Florida.

PARCEL 3:

Lots 13, 14 and 15, LESS the West 20 feet of said lots, Block 2, of LAUDERDALE BEACH, according to the Plat thereof, as recorded in Plat Book 4, at Page 2, of the Public Records of Broward County, Florida.

PARCEL 4:

Lots 10, 11, 12, 27 and 28, Block 2, of LAUDERDALE BEACH, according to the Plat thereof, as recorded in Plat Book 4, at Page 2, of the Public Records of Broward County, Florida, LESS the West 20 feet of Lots 10, 11 and 12 (Right-of-Way for State Road A1A).

PARCEL 5:

Lots 1 and 2, in Block 17, of LAUDERDALE BEACH, according to the Plat thereof, recorded in Plat Book 4, Page 2, of the Public Records of Broward County, Florida.

PARCEL 6:

Lot 29, in Block 2, of LAUDERDALE BEACH, according to the Plat thereof, recorded in Plat Book 4, Page 2, of the Public Records of Broward County, Florida.

PARCEL 7:

Lots 21, 22 and 23, of Block 2, LAUDERDALE BEACH, according to the Plat thereof, recorded in Plat Book 4, Page 2, of the Public Records of Broward County, Florida, LESS that portion of said Lots 22 and 23, of said Block 2, described as follows:

Beginning at the Southwest corner of said Lot 23; thence Easterly along the South boundary of said Lot 23, a distance of 14.88 feet to the Point of Beginning of this description; thence West along the South boundary of said Lot 23, a distance of 14.88 feet to the Southwest corner of said Lot 23; thence Northerly along the West boundary of said Lots 22 and 23, a distance of 69.85 feet to a point; thence East on an exterior angle (N.E. Quadrant) of $94^{\circ} 21' 43''$, a distance of 20.12 feet to a point; thence Southerly along the outer edge of a concrete block wall building, a distance of 69.62 feet to the Point of Beginning.

AND LESS the South 8 feet of the West 12 feet of said Lot 23.

PARCEL 8:

Part of Lot 22, in Block 2, of LAUDERDALE BEACH, according to the Plat thereof, as recorded in Plat Book 4, at Page 2, of the Public Records of Broward County, Florida, described as:

Begin 64.85 feet North of the Southwest corner of Lot 23 for the Point of Beginning; thence North 5.00 feet; thence East 20.12 feet; thence South 5.00 feet; thence West 19.75 feet to the Point of Beginning.

PARCEL 9:

Lots 16, 17, 18 and 19, Block 2, LAUDERDALE BEACH, according to the Plat thereof, as recorded in Plat Book 4, at Page 2, of the Public Records of Broward County, Florida; TOGETHER with a portion of Lots 22 and 23, Block 2, LAUDERDALE BEACH, according to the Plat thereof, as recorded in Plat Book 4, at Page 2, of the Public Records of Broward County, Florida; more particularly described as follows:

Beginning at the Southwest corner of said Lot 23; thence Easterly along the South boundary of said Lot 23; a distance of 14.88 feet to the Point of Beginning of this description; thence West along the South boundary of said Lot 23; a distance of 14.88 feet to the Southwest corner of said Lot 23; thence Northerly along the West boundary of said Lots 22 and 23, a distance of 64.85 feet to a point; thence East on an exterior angle (N.E. quadrant) of $94^{\circ} 21' 43''$, a distance of 19.75 feet to a point; thence Southerly along the outer edge of a concrete block wall building, a distance of 64.62 feet to the Point of Beginning.

LESS the following described portion thereof, which was heretofore taken by the City of Fort Lauderdale, and the Florida State Department of Transportation for right-of-way, to wit:

The Westerly 20 feet of Lots 16, 17, 18 and 19, Block 2, of LAUDERDALE BEACH, according to the Plat thereof, as recorded in Plat Book 4, Page 2, of the Public Records of Broward County, Florida, in Section 30, Township 49 South, Range 43 East, being that part of said Lots lying within 50 feet of the base line of survey according to the Right-of-Way Map of Section 86050-2509, State Road A-1-A, and that part of said Lot 19, which is included in the external area

formed by a 25 foot radius arc which is tangent to the North line of said Lot 19, and tangent to a line which is 20 feet East of and parallel to the West line of said Lot 19.

PARCEL 10:

That vacated portion of North Atlantic Boulevard (Platted as Atlantic Avenue), shown on the Plat of "Lauderdale Beach", according to the plat thereof, as recorded in Plat Book 4, Page 2, of the Public Records of Broward County, Florida, and as described in Ordinance No. C-08-034 recorded in

Official Records Book 45575, Page 1593 and re-recorded in Official Records Book 45668, Page 385, both of the Public Records of Broward County, Florida.

Exhibit B

[Attached copy of the Agreement]

SECTION NO: 86010, 86050,
81180, 86180
S.R. NO(S): A1A
COUNTY: BROWARD
FM NO.(S): 22811.6, 41687.2
WPI NO.(S): 4110739, 4110882

DISTRICT FOUR (4)
MAINTENANCE MEMORANDUM OF AGREEMENT
INCLUSIVE AGREEMENT FOR SR A1A

THIS AGREEMENT, made and entered into this 31st day of January, 2008 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 political subdivision of the State of Florida, existing under the Laws of Florida, hereinafter called the **AGENCY**.

WITNESSETH:

WHEREAS, the **DEPARTMENT** has jurisdiction over **State Roads A1A** as part of the State Highway System as described in Exhibit A; and

WHEREAS, the **DEPARTMENT** seeks to install and have maintained by the **AGENCY** certain landscape improvements within the right-of-way of State Road A1A as described within Exhibit B; and

WHEREAS, the **AGENCY** seeks to install and maintain certain landscape improvements within the right-of-way of State Road A1A as described within Exhibit B; and

WHEREAS, the **AGENCY** and the **DEPARTMENT** have entered into previous agreements for the **AGENCY** to maintain landscape and hardscape on **DEPARTMENT** right-of-way; 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 facilities as SR A1A described further in Exhibit A attached hereto and incorporated by reference herein, within the corporate limits (or unincorporated if County) of the **AGENCY**; and

WHEREAS, the **DEPARTMENT**, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain the highway facilities as described in Exhibit A attached hereto and incorporated by reference herein, within the corporate limits of the **AGENCY**; and

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S:\OPEM\Landscape\MOA Inclusive\SR A1A Incl MOA\Rev.(10-17-07)Final Draft Inclusive Ft. Laud.(SR A1A).doc

WHEREAS, the **AGENCY** is of the opinion that highway facilities within the **AGENCY'S** limits that contain landscaped medians and areas outside the travel way to the right of way line, including any hardscape, shall be maintained by periodic pruning, mowing, fertilizing, weeding, litter pick-up, necessary replanting and repair, and inside travel way as described in Exhibit C; and

WHEREAS, it is the intent of the **AGENCY** and the **DEPARTMENT** that the **AGENCY** shall maintain all right of way outside the travel way and improvements made to the travel way at the request of the **AGENCY** as described in Exhibit D; and

WHEREAS, the **AGENCY** and **DEPARTMENT** intend for this agreement to replace and supersede the agreements described in Exhibit E only to the extent where the agreement addresses State Road A1A, and except as otherwise provided in this Agreement; 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. 07-252 dated Dec. 4, 2007 attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so;

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 **DEPARTMENT** has installed, or will install, landscape, irrigation and/or hardscape on the highway facilities as specified in plans and specifications hereinafter referred to as the Projects and incorporated herein as referenced as SR A1A in Exhibit B, E & F. Hardscape shall mean tree grates; any non-standard lighting; any non-standard roadway, sidewalk, median or crosswalk surfacing (such as, but not limited to, interlocking pavers, stamped asphalt or stamped concrete).
2. The **AGENCY** has installed, or will install, landscape, irrigation and/or hardscape on the highway facilities as specified in plans and specifications hereinafter referred to as the Projects and incorporated herein as Exhibit B and Exhibit G. Hardscape shall mean tree grates; any non-standard lighting; any non-standard roadway, sidewalk, median or crosswalk surfacing (such as, but not limited to, interlocking pavers, stamped asphalt or stamped concrete).

When the **AGENCY** is installing or will install the project, they shall comply with the following criteria:

- (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 pruned to discourage encroachment to roadways, clear zones 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.
- (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 and be licensed by Broward County Environment Protection Department to perform this work.
- (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) When the **AGENCY** is installing the Project and irrigation is to be installed, the **DEPARTMENT** shall be provided accurate as-built plans of the 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.
- (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 maintenance office and the **AGENCY** shall be responsible for all associated fees for the installation and maintenance of these utilities.
- (g) All hardscape 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 project 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 must be adhered to.
- (j) Horizontal Clearance and Clear Zone as specified in the *FDOT Plans Preparation Manual*, Volume 1, Chapters 2 and 4 and *FDOT Design Standards*, Index 700 must be adhered to.

- (k) Landscape shall not obstruct roadside signs or permitted outdoor advertising signs, (see Rule Chapter 14-40, Part 1 and Part III, Florida Administrative Code [F.A.C.]).
 - (l) The **AGENCY** shall provide the local FDOT Operation Center, located at 5548 N.W. 9th Avenue, Fort Lauderdale, FL 33309 (954) 776-4300, a twenty-four (24) hour telephone number and the name of a responsible person that the **DEPARTMENT** may contact. The **AGENCY** shall notify the local maintenance office forty-eight (48) hours prior to the start of the project.
 - (m) If there is a need to restrict the normal flow of traffic, it shall be done on 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 project. The **DEPARTMENT'S** Public Information Office shall also be notified.
 - (n) The **AGENCY** shall be responsible to clear all utilities within the project limits.
 - (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 Maintenance Plan for maintenance activities for landscape projects.
3. The **AGENCY** agrees to maintain the *landscape improvements*, as existing and the ones to be installed, within the description of Exhibit A as defined as: plantings, irrigation, and / or hardscape within the medians and areas outside the travel way to the right of way line and within the travelway as described in Exhibit C. The non-standard improvements to the travelway shall be maintained by the **AGENCY** regardless if the said improvement was made by the **DEPARTMENT**, the **AGENCY**, or others by periodic pruning, mowing, fertilizing, weeding, curb and sidewalk edging, litter pickup, necessary replanting, and / or repair following the **DEPARTMENT'S** landscape safety and plant care guidelines and Exhibit C, the Maintenance Plan. The **AGENCY'S** responsibility for maintenance shall include all landscaped / turfed and hardscape areas within the median and areas within the travel way to the right of way line. Coconut Palms must be kept fruit free year round. Hardscape shall mean tree grates; any non-standard lighting; any non-standard roadway, sidewalk, median or crosswalk surfacing (such as, but not limited to, interlocking pavers, stamped asphalt or stamped concrete). 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 surfacing and/or the header curb on Department of Transportation right-of-way within the limits of this Agreement. Additionally the **AGENCY** shall continue to put plywood across the openings of the decorative free standing wall whenever a storm approaches (Exhibit C).

Such maintenance to be provided by the **AGENCY** is specifically set out as follows: to maintain, which means the proper watering and fertilization of all plants and keeping them as free as practicable from disease and harmful insects; to properly mulching the plant beds; to keeping the premises free of weeds; to mowing the grass to the proper height; to properly pruning 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 or for those using the roadway and or sidewalk; (3) preventing any other potential roadway hazards. Plants shall be those items which would be scientifically classified as plants and include but are not limited to trees, shrubs, groundcover and sod. To maintain also means removing or replacing dead or diseased plants in their entirety, or removing or replacing those that fall below original project standards. All plants removed for whatever reason shall be replaced by plants of the same size and grade as specified in the original plans and specifications. To maintain also means keeping the header curbs that contain the surfacing treatment in optimum condition. To maintain also means keeping the hardscape areas free from weeds and repairing said hardscape as is necessary to prevent a safety hazard. To maintain also means keeping litter removed from the median and areas outside the travel way to the right of way line.

If it becomes necessary to provide utilities (water/electricity) to the median or side areas for these improvements, all costs associated with accent lighting and irrigation installation, maintenance, fees and connections as well as on-going cost of the utility are the maintaining **AGENCY'S** responsibility. The **AGENCY** shall become responsible for the utilities upon final acceptance of the construction project by the **DEPARTMENT** (including any establishment or warranty period). The **AGENCY** shall be responsible for all fees and on-going costs during the establishment and warranty period and thereafter.

The above named 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. This Agreement shall replace and supersede any and all preceding agreements only to the extent where the Agreement addresses State Road A1A, as listed in Exhibit E and except lease agreements dated April 25, 2005 and April 12, 2002 between the **DEPARTMENT** and the City of Fort Lauderdale. The landscape improvement plans attached to the referenced agreements shall by reference become a part of this agreement as if they were attached hereto. The **AGENCY** shall have the same duty to maintain those landscape improvements under this Agreement as the Agency did under the previous agreements, and as more specifically detailed in this Agreement.

Although the lease agreements dated April 25, 2005 and April 12, 2002 are still in effect, the **AGENCY** shall have the further responsibility to maintain that area described in the lease in accordance with this agreement in addition to the lease requirements.

If either lease expires or is not renewed the area of the lease shall be maintained in accordance with this Agreement.

The **AGENCY** agrees to reimburse the **DEPARTMENT** all monies expended for the Project, should the landscape improvement areas fail to be maintained in accordance with the terms and conditions of the Agreement.

5. If at any time after the **AGENCY** has assumed the landscape improvement areas and/or maintenance responsibility for the above-mentioned, it shall come to the attention of the **DEPARTMENT'S** District Secretary that the limits or a part thereof is 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:
 - (a) Maintain the landscape improvements, or a part thereof, with **DEPARTMENT** or contractor's personnel and invoice the **AGENCY** for expenses incurred, or
 - (b) Terminate the Agreement in accordance with Paragraph 9 of this Agreement and remove, by **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.
6. 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 with future criteria or planning of the **DEPARTMENT**. The **AGENCY** shall be given sixty (60) calendar days notice to remove said landscape improvements and existing landscape improvements 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.
7. The **AGENCY** at its own expense and by FDOT permit shall install the landscape improvements described in Exhibit F. The **DEPARTMENT** shall be invited to assist the **AGENCY** in final inspection before acceptance of the job by the **AGENCY**. The

DEPARTMENT shall approve the job provided it complies with the permit.

8. The **DEPARTMENT** agrees to enter into a contract for the installation of landscape Project for an amount not to exceed \$ 34,266.48 as defined in Exhibit H.

The **DEPARTMENT'S** participation in the Project cost, as described in Exhibit H is limited to only those items which are directly related to this Project. The **AGENCY** shall be invited to assist the **DEPARTMENT** in final inspection at the end of the contractor's 90 day warranty and establishment period.

9. The **AGENCY** agrees to reimburse the **DEPARTMENT** all monies expended by the **DEPARTMENT** for the projects listed in Exhibit B and Exhibit F in the amounts listed in those agreements should the landscape improvement areas fail to be maintained in accordance with the terms and conditions of this Agreement in the amounts listed in those agreements.
10. This Agreement may be terminated under any one (1) of the following conditions:
 - (a) By the **DEPARTMENT**, if the **AGENCY** fails to perform its duties under Paragraph 3, following ten (10) days written notice.
 - (b) By the **DEPARTMENT**, for refusal by the **AGENCY** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **AGENCY** in conjunction with this Agreement.
11. The term of this Agreement commences upon execution.
12. With respect to any of the **AGENCY'S** agents, consultants, subconsultants, contractors, sub-contractors, such party in any contract for this project 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 of 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 the indemnification clause does not cover or indemnify the **DEPARTMENT** for its own negligence.

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:

- (a) **AGENCY'S** contractor shall at all times during the term of this Agreement keep and

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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 and shall name **DEPARTMENT** as an additional insured.

(b) **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.

(c) 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 **DEPARTMENT** with at least thirty (30) days 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.

13. The **AGENCY** may construct additional landscape improvements within the limits of the 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'S** District Landscape Architect. The **AGENCY** shall not change or deviate from said plans without written approval by the **DEPARTMENT**.

(b) The **AGENCY** shall procure a permit from the **DEPARTMENT**

(c) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and road design standards;

(d) The **AGENCY** agrees to comply with the requirements of this Agreement with regard to any additional landscape improvements installed at no cost to the **DEPARTMENT**;

14. In the event the **DEPARTMENT** decides to construct additional landscape improvements or modify these improvements within the limits of the rights of way herein previously identified, the **DEPARTMENT** and the **AGENCY** shall agree in writing and require signature from the responsible **AGENCY** (*Chairperson/Mayor/City Manager/City Engineer/Director of Public Works/Director of Parks and Recreation approval signature*) to the new landscape improvements and maintenance plan thereof. If the **AGENCY** and the **DEPARTMENT** are unable to come to an agreement, the **DEPARTMENT**, in its sole

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discretion, may install sod and the agency shall be required, pursuant to this Agreement, to continue maintaining said landscape improvements including existing vegetation.

15. 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 either wholly or partially hereby except as specifically stated herein, except lease agreements dated April 25, 2005 and April 12, 2002 between the **DEPARTMENT** and the City of Fort Lauderdale.
16. 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 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 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 1 year.
17. The **DEPARTMENT'S** District Secretary shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his/her decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.
18. This Agreement may not be assigned or transferred by the **AGENCY** in whole or part without the consent of the **DEPARTMENT**.
19. 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.
20. This Agreement constitutes the complete and final expression of parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, with the exception of the landscape improvements plans incorporated by reference in Exhibit B.

21. 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.
Fort Lauderdale, Florida 33309-3421
Attention: Elisabeth A. Hassett, R.L.A.
FDOT District IV Landscape Architect

If to the Agency:

City of Fort Lauderdale
1350 W. Broward Blvd.
Fort Lauderdale, Florida 33312
Attention: Philip Thornburg
Director of Parks & Recreation

Exhibit A: City of Fort Lauderdale SR A1A City Limits & Agreement Status Graphic

Exhibit B: Projects Pending Agreements

Exhibit C: Maintenance Plan

Exhibit D: Non Standard Surfaces on DOT Travelway

Exhibit E: Existing Project Agreements and Lease Agreement Descriptions

Exhibit F: Pending Department Project's Landscape Improvement Plans

Exhibit G: Pending Agency Project's Landscape Improvement Plans

Exhibit H: Pending Department Project's Cost Estimate

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

WITNESSES:

Safes B. Ali
Safes B. Ali

Print Name

H. Skouridakis

Hatem Skouridakis

Print Name

(SEAL)

CITY OF FORT LAUDERDALE,
a municipal corporation

By

Jim Naugle, Mayor

By

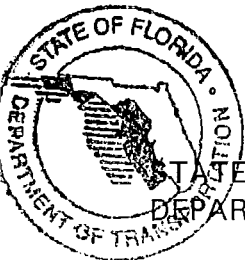
George Gretsas, City Manager

ATTEST:

Jonda K. Joseph
JONDA K. JOSEPH, City Clerk

Approved as to form:

Harry A. Stewart
HARRY A. STEWART, City Attorney
Assistant



STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:

Stacy Otterlei

Interim Transportation Development Director

1/31/08

Date

Attest:

Maria L. Lutz

(SEAL)

Executive Secretary

Approval as to Form

David K. Adams

District General Counsel

1/31/2008

Date

SECTION NO: 86010, 81180
86050, 86180
S.R. NO(S): A1A
COUNTY: BROWARD
FM NO.(S): 22811.6, 41687.2
WPI NO.(S): 4110739, 4110882

EXHIBIT A

CITY OF FORT LAUDERDALE SR A1A WITHIN CITY LIMITS

All state right of way on SR A1A within the limits of the City of Fort Lauderdale which current city limits are from:

SR A-1-A: From State Road 5 (US 1) (M.P. 0.000) (Section 86180000) (US 1) to Flamingo Avenue (M.P. 6.410) (Section 86050000)

By Individual Sections:

Southbound One Way (Section 86050100):

M.P. 0.000 (Seville Street) to M.P. 0.926 (Bahia Mar Hotel Entrance)

Northbound One Way / Seabreeze Boulevard / 17th Street Causeway (Section 8618000):

M.P. 0.000 (SR 5) (US 1) to M.P. 2.964 (SR 842) (Las Olas Blvd.)

North Fort Lauderdale Beach Area (Section 86050000):

M.P. 2.039 (south of Poinsettia Street) to M.P. 6.410 (Flamingo Drive)

EXHIBIT A

CITY OF FORT LAUDERDALE CURRENT AGREEMENT STATUS FOR STATE ROAD A1A:

Graphic of areas currently maintained by the Agency pursuant to this Maintenance Memorandum of Agreement (MOA) (areas in green and orange), areas pending to be landscaped (in blue), areas not currently being maintained by the Agency (in yellow) and the Agency's existing lease agreements (in purple) shall be maintained by the Agency as provided for in this agreement.

See Attached

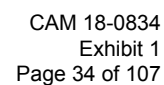
EXHIBIT A

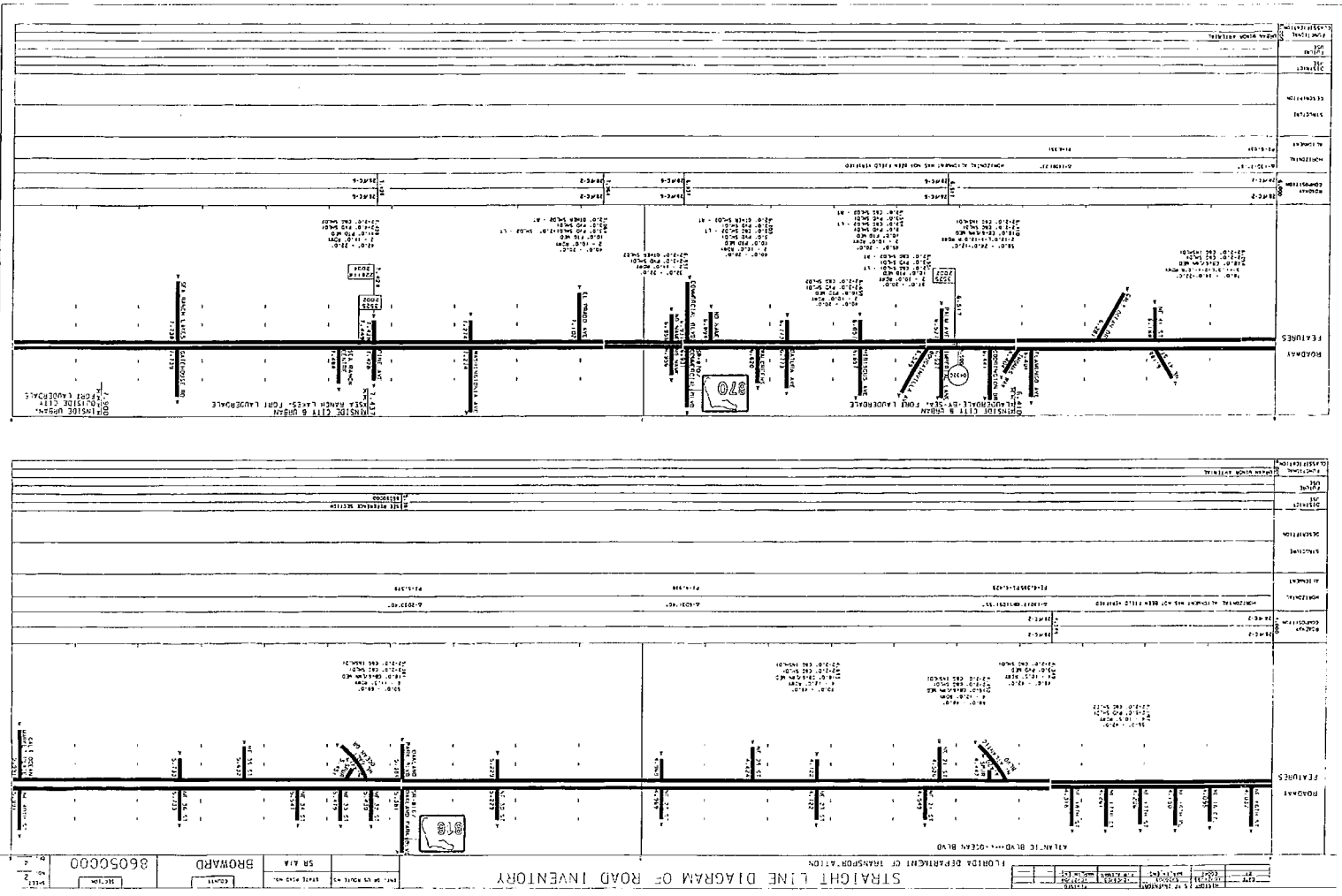
**CITY OF FORT LAUDERDALE STRAIGHTLINE DIAGRAM
FOR STATE ROAD A1A**

See Attached

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CAM 18-0834
Exhibit 1
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SECTION NO: 86010, 81180,
86050, 86180
S.R. NO(S): A1A
COUNTY: BROWARD
FM NO.(S): 22811.6, 41687.2
WPI NO.(S): 4110739, 4110882

EXHIBIT B

PROJECTS PENDING AGREEMENTS

Agency Installed Project:

State Road A1A from just south of the southbound A1A spur (M.P.2.964) (Section 86180000) to Sunrise Boulevard (M.P.3.342) (Section 8650000). Plan dated 6/1/07.

Department Installed Project:

State Road A1A from just south of N.E. 18th Street (M.P.4.270) to SR 816 (Oakland Park Blvd.) (M.P.5.381), (Section 86050) Plan dated 5/18/07, FM# 416872-1-58-01.

SECTION NO: 86010, 86050,
81180, 86180
S.R. NO(S): A1A
COUNTY: BROWARD
FM NO.(S): 22811.6, 41687.2
WPI NO.(S): 4110739, 4110882

EXHIBIT C

MAINTENANCE PLAN

See Attached

MAINTENANCE PLAN

Landscape Improvements

Project State Road No(s): SR A1A
Project Limits: From SR 5 (M.P.0.000) to Flamingo Dr. (M.P.6.410)
Maintaining Agency: City of Fort Lauderdale
Date: September 10, 2007

I. General Maintenance Requirements and Recommendations:

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

Watering Requirements:

Watering is a critical concern regarding the maintenance of healthy plant material and 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 as well as adhere 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 should be fertilized in such a manner and frequency to ensure that the plant material remains healthy and vigorously growing. Establishment of an integrated plant 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, and to specific pruning heights maintaining clear visibility for motorists, and vertical clearance for pedestrian, bicyclist, and truck traffic where applicable. Visibility windows must be maintained free of view obstructions and all trees and palms (with particular attention to fronds and fruit) maintained to prevent potential roadway hazards. 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 should be noted on the planting plans. (See Specific Requirements and Recommendations per Approved Landscape & Irrigation Design for these guidelines).

Staking and Guying:

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

Turf Mowing:

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

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.

Weeding/Herbicide:

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

Plant Replacement:

Plant replacement shall be the same species and specification as the approved plan. Only plants graded Florida #1 per the Florida Department of Agriculture and Consumers Services, Grades and Standards for Nursery Plants is permitted on FDOT roadways. Should it become necessary to change the species, a general use permit is required from FDOT for approval by the FDOT District Landscape Architect.

Hardscape (Specialty Surfacing):

All specialty pavers and tree grates shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the pavers and tree grates. Final surface tolerance from grade elevations shall, at a minimum, meet the most current Interlocking Concrete Pavement Institute (ICPI), Section 23 14 13 Interlocking Concrete Pavers, Part 3.05. If the pavers or tree grates become damaged they shall be replaced with the same type and specification as the approved plan.

Hardscape (Non-Standard Travelway Surfacing):

It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway, including asphalt pavement, 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 latest edition of the DEPARTMENT'S *Standard Specifications for Road and Bridge Construction*, and the DEPARTMENT'S *Design Standards*.

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

The AGENCY will be responsible to grade and sod any disturbed areas, repair or replace damage pavement, signs, sidewalk, pull boxes, curb, gutter, and drainage structures, caused by maintenance operation to the wall.

All work performed shall be in accordance with the latest edition of the DEPARTMENT'S *Standard Specifications for Road and Bridge Construction*, and the DEPARTMENT'S *Design Standards*.

Hardscape (Decorative Free Standing Wall Maintenance):

The AGENCY agrees to continue to put plywood across the openings of the decorative free standing wall located along the east side of SR-A1A, from Sunrise Blvd to NE 18th Street whenever a storm approaches.

Hardscape (Landscape Accent Lighting)

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

Maintenance 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.

Website: Series 600 Traffic Control through Work Zones

<http://www.dot.state.fl.us/rddesign/DesignStandards/Standards.htm>

II. Specific Site Maintenance Requirements and Recommendations:

The Coconut Palms shall be kept fruit free year round to prevent potential safety hazards. The understory plant materials selected for use within the restricted planting areas (Limits of Clear Sight) of the medians are to be maintained at a height in compliance with FDOT Design Standards Index 546, Page 6 of 6, Window Detail.

REFERENCES

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

Florida Department of Agriculture, *Florida Grades and Standards for Nursery Stock*
<http://www.doacs.state.fl.us/pi/plantinsp/publications.html>

Florida Department of Transportation, *2006 FDOT Design Standards Landscape Installation*
<http://www.dot.state.fl.us/rddesign/rd/RTDS/06/544.pdf>

Florida Department of Transportation, *2006 FDOT Sight Distance at Intersections*
<http://www.dot.state.fl.us/rddesign/rd/RTDS/06/546.pdf>

Florida Department of Transportation, *FDOT Plans Preparation Manual Vol. I, Chapter 2.11 (PPM)*
http://www.co.palm-beach.fl.us/mpo/library/fdot/fdot_design.htm

Florida Department of Transportation, *FDOT Standard Specifications for Road and Bridge Construction, Section 580-Landscape Installation*
<http://www.dot.state.fl.us/specificationsoffice/July06WB/5800000SS.pdf>

Florida Department of Transportation, Landscape Architecture Website
<http://www.dot.state.fl.us/emo/beauty/FLA.htm>

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

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

Manual on Uniform Traffic Control Devices
<http://www.mutcd.fhwa.dot.gov>

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

Florida Accessibility Code
<http://www.dca.state.fl.us/fbc/information/accessibility.htm>

Guide to Roadside Mowing and Guide to Turf Management available for purchase @
<http://inonet.dot.state.fl.us/SupportServicesOffice/plist.htm>

SECTION NO: 86010, 86050,
81180, 86180
S.R. NO(S): A1A
COUNTY: BROWARD
FM NO.(S): 22811.6, 41687.2
WPI NO.(S): 4110739, 4110882

EXHIBIT D

NON STANDARD SURFACES ON DOT TRAVELWAY (Includes only surfaces on A1A; does not include any side streets)

- 1. At Intersection of US-1 and S.E. 17th Street – Paver crosswalk (all sides)
Section 86180, SLD milepost 0.000**
- 2. At S.E. 10th Avenue – Paver crosswalks (2)
Section 86180, SLD milepost 0.253**
- 3. At S.E. 5th Street – Paver crosswalk (2)
Section 86180, SLD milepost 2.649**
- 4. At Cortez Street - Paver crosswalks (2)
Section 86050, SLD milepost 2.210**
- 5. Near Seville Street - Paver crosswalks (2)
Section 86050, SLD milepost 2.497**
- 6. Under the pedestrian overpass - Paver crosswalks (1)
Section 86050, SLD milepost 2.600 (est.)**
- 7. Near Sebastian Street - Paver crosswalks (2)
Section 86050, SLD milepost 2.500 (est.)**
- 8. At Bayshore Street - Paver crosswalks (2)
Section 86050, SLD milepost 2.644**

- 9. At Riomar Street - Paver crosswalks (2)**
Section 86050, SLD milepost 2.716
- 10. At Terramar Street - Paver crosswalk (2)**
Section 86050, SLD milepost 2.862
- 11. At Vistamar Street - Paver crosswalks (2)**
Section 86050, SLD milepost 3.008
- 12. At N.E. 9th Street - Paver crosswalks (2)**
Section 86050, SLD milepost 3.254
- 13. At Sunrise Blvd. – Paver crosswalk (1)**
Section 86050, SLD milepost 3.325
- 14. At N.E. 14th Court – Paver crosswalk (1)**
Section 86050, SLD milepost 3.875
- 15. At N.E. 16th Court – Paver crosswalk (1)**
Section 86050, SLD milepost 4.095
- 16. At Castillo Street – Paver crosswalks (2)**
Section 86050, SLD milepost 2.325
(south bound side only)

SECTION NO: 86010, 86050,
81180, 86180
S.R. NO(S): A1A
COUNTY: BROWARD
FM NO.(S): 22811.6, 41687.2
WPI NO.(S): 4110739, 4110882

EXHIBIT E

EXISTING PROJECT AGREEMENTS AND LEASE AGREEMENT DESCRIPTIONS

The following agreements have been executed for projects that have been installed, in accordance with the plans and specifications attached hereto and incorporated herein but not exclusive to the following agreement descriptions:

AGREEMENTS SUPERSEDED BY THIS AGREEMENT

6/7/02 State Road A-1-A (17th Street Causeway) from SR 5 (US 1) (M.P. 0.000) to Eisenhower (M.P.0.765)(Section 86180) Contract No. AL907, **FM#2228116-1-52-01**, landscape and irrigation within the median and areas outside the travel way to the right of way line, excluding sidewalk and crosswalks unless constructed with other than concrete or asphalt at the Agency's request. Resolution No. 02-66 (4/23/02).

1/14/00 State Road A-1-A from the Mercedes River Bridge (M.P. 1.520) to Seabreeze Boulevard (M.P. 2.611) FIN No. 22811615201, all landscape/turfed areas and areas covered with interlocking pavers or similar type surfacing (hardscape) within the median and areas within the travel way to the right of way line, including paver sidewalk, paver crosswalks, paver intersections and all paver header curbs on Department of Transportation right-of-way within the limits of the Project. Resolution No. 99-175 (12/7/99).

3/17/97 State Road A-1-A from NE 9th Street (M.P. 3.254) to NE 19th Court (M.P. 4.343) State Project No. 86180-3522, W.P.I. 4110882, Contract No. AD719, all landscaped/turfed areas, areas covered with interlocking pavers or similar type surfacing (hardscape) and the graffiti coating/aesthetics of the concrete wall. Resolution No. 96-161 (10/1/96).

AGREEMENTS EXCEPTED OUT OF THIS AGREEMENT

4/12/02 Airspace Agreement. Lease of underdeck areas of the E. Clay Shaw Bridge (17th St. Causeway Bridge for the purpose of: Access, parking and a “park-like” area. Resolution No. 02-47. (3/19/02)

Lease Addendum: 4/12/07. 4/12/2002. Airspace Agreement Addendum: Lessee shall be responsible for any and all maintenance from the outer edge of the right of way for:

- D4 Highway Beautification Grant and MMOA (DSF) (see below)
- Underdeck parking
- Graffiti removal from structures
- Lighting per D4 JPA for Highway Lighting (Municipal). Resolution No. 97-35.
- Parking resurfacing

4/25/05 Lease Agreement. State Road A-1-A from Bahia Mar (M.P. 0.926) to Bayshore (M.P.2.644) Project #F-5320.Lease agreement with a maintenance requirement for permitting café tables and incidental related activities. Sidewalk cafes are restricted to the sidewalk area abutting the boundary lines of the property on which the restaurant owned by the applicant is located. Resolution No. 05-35 (4/1/05).

Lease Addendum: 4/25/2005. Landscape and other architectural enhancements: Landscape, sidewalks, pavers, and other non-standard decorative aesthetic features.

8/14/97 DISTRICT FOUR (4) HIGHWAY BEAUTIFICATION GRANT AND MAINTENANCE MEMORANDUM OF AGREEMENT (DSF). State Road A-1-A from **Eisenhower Blvd. (M.P. 0.765) to the Mercedes River Bridge (M.P. 1.497)** State Project No. 86180-3522, all landscaped/turfed areas and areas covered with interlocking pavers, electrical power for the landscape/hardscape lighting, water for the irrigation system, and the graffiti coating/aesthetics of: the hardscape elements on Department of Transportation right-of-way within the limits of the project: landscaping; landscape irrigation; landscape lighting; brick pavers; decorative concrete block walls; two decorative bus shelters; two pedestrian stairways adjacent to the west bridge abutment (including gazebos); two gazebos adjacent to the west bank of the Intracoastal Waterway; the paved parking facilities beneath the deck of the proposed bridge. Resolution No. 97-37 (2/18/97).

SECTION NO: 86010, 86050,
81180, 86180
S.R. NO(S): A1A
COUNTY: BROWARD
FM NO.(S): 22811.6, 41687.2
WPI NO.(S): 4110739, 4110882

EXHIBIT F

PENDING DEPARTMENT PROJECT'S LANDSCAPE IMPROVEMENT PLANS

Please see attached plans by: Gentile, Holloway & O'Mahoney

Dated: 7/3/07

CAM 18-0834
Exhibit 1
Page 50 of 107

LANDSCAPE TABULATION OF QUANTITIES

PAY ITEM NO.	SYM	DESCRIPTION	SIZE	UNIT	SHEET NUMBERS										TOTAL THIS SHEET		GRAND TOTAL		REF. SHEET
					LD-7		LD-8		LD-9		LD-10		LD-11		PLAN	FINAL	PLAN	FINAL	
					PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL					
570-1-2		PERFORMANCE TURF (ST. AUGUSTINE 'FLORITAN')		SY	27								21		48				
580-1-1		SMALL PLANTS																	
	BAR	SEA OXEYE DAISY (GERBERIA ARGURESCENS)	#4, 12" O.A., 18" O.C., FULL AND THICK	EA			90		90		90				270				
	HDC	BEACH SUNFLOWER (HELIANTHUS DEBILIS)	#4, 12" SPD., 18" O.C., FULL AND THICK	EA															
580-1-2		LARGE PLANTS																	
	LL	LIGUSTRUM TREE (LIGUSTRUM LUCIDUM)	8'X8' SPD., MULTI TRUNK, 3' C.T.	EA					2		2				4				
	OV	LIVE OAK (QUERCUS VIRGINIANA)	20" O.A., 10' SPD., B&B	EA	1										1				
	SP	SABAL PALM (SABAL PALMETTO)	12'X18" C.T., SLICK TRUNK	EA	1										1				
	YW	MONTGOMERY PALM (HEITCHIA MONTGOMERIANA)	12" C.T.	EA	3		4						5		12				
590-70		IRRIGATION SYSTEM		LS															
																</			

REVISIONS						GEORGE G. GENTILE, FASLA LAD00030		STATE OF FLORIDA			SHEET NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DEPARTMENT OF TRANSPORTATION			LD-2		
						Gentile Holloway O'Mahoney & Associates, Inc.			TABULATION OF QUANTITIES		
						PRO CONSULTING LANE 561-571-2657					
						SUITE 10 561-571-2800 FAX					
						JANITOR, FL 33456 WWW.LANDSCAPE-ARCHITECTS.COM					
						CERTIFICATION OF AUTHORIZATION NO. LC2000077					
						ROAD NO.	COUNTY	FINANCIAL PROJECT ID			
						SR	BROWARD	416872-1-52-01			

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 600-10.01, F.A.C.

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 6000-11.001, F. A.C.

GENERAL NOTES

- THE LOCATION OF PLANTS, AS SHOWN ON THESE PLANS ARE APPROXIMATE. THE FINAL LOCATIONS MAY BE ADJUSTED TO ACCOMMODATE UNFORSEEN FIELD CONDITIONS, TO COMPLY WITH SAFETY SETBACKS, OR AS OTHERWISE DIRECTED OR APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL FLAG ALL PROPOSED TREE BY THE ENGINEER AND FOR HIS OR HER APPROVAL PRIOR TO PLANTING.
- ABOVE AND BELOW GROUND UTILITIES SHALL BE VERIFIED AND LOCATED BY THE LANDSCAPE CONTRACTOR PRIOR TO COMMENCING WORK IN THE PROJECT AREA. IF UTILITY PLANS ARE AVAILABLE, THE CONTRACTOR SHALL EXAMINE THEM AND BRING ANY AND ALL CONFLICTS TO THE ATTENTION OF THE PROJECT ENGINEER, WHO SHALL COORDINATE THE NECESSARY ADJUSTMENTS WITH THE UTILITY PROVIDER. WHEN WORKING IN AN AREA WHERE KNOWN UTILITIES EXIST, UTILITY LOCATIONS MAY NEED TO BE STAKED BY A SURVEYOR OR THE UTILITY COMPANIES. THE CONTRACTOR HAS THE OPTION TO CONTACT SUNSHINE STATE ONE CALL OF FLORIDA, INC. AT 1-800-432-0770 TO SCHEDULE LOCATION OF THE UTILITIES WHICH SUBSCRIBE TO THEIR SERVICE. ADJUST TREE LOCATIONS WHEN NECESSARY NOT EXISTING UTILITIES.
- UTILITY OWNERS:

COMPANIES	CONTACT PERSON	TELEPHONE NOS.
BELLSOUTH	MIKE POSTEN	954-723-2540
FP&L	WYLIE RYHARD	954-321-2052
COMCAST	LEONARD MAXWELL-MERWOLD	954-534-7380
BROWARD COUNTY DES - TRAFFIC	WIDITH ANN WICHAU	954-847-2644
PEOPLES GAS - FT. LAUD	ALEX ROCHE	954-453-0811
CITY OF FT. LAUDERDALE	JON STAHL	954-828-7830
BROWARD COUNTY TRAFFIC	HANK MOORHISTA	954-847-2611
BROWARD COUNTY MASS TRANSIT	SPEKSER STOLESON	954-357-8392

- MAINTAINING AUTHORITY:
CITY OF FT. LAUDERDALE
ATTENTION: GENE DEMPSEY
1350 W. BROWARD BLVD.
FT. LAUDERDALE, FLORIDA 33312
(954) 878-5785
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES PRIOR TO EXCAVATION. REFER TO ROADWAY PLANS (GENERAL NOTES) FOR A LISTING OF ALL KNOWN UTILITIES IN THE AREA.
- ALL LANDSCAPE BEDS SHALL RECEIVE A UNIFORM APPLIED MULCH MATERIAL TO A MINIMUM THICKNESS OF 3" OVER THE ENTIRE PLANT BED, EXCEPT WITHIN 6" OF PLANT TRUNKS.
- NO PLANT SUBSTITUTIONS WILL BE MADE WITHOUT WRITTEN APPROVAL FROM THE ENGINEER.
- DESIGN SPEED: 35 MPH.
- CONTRACTOR RESPONSIBLE FOR INSURING ALL EXISTING LANDSCAPING AND IRRIGATION IS MAINTAINED IN GOOD HEALTH AND CONDITION DURING CONSTRUCTION. ALL EXISTING TREES SHALL BE PROTECTED PER INDEX 544.

PLANT SCHEDULE								
SYM.	QTY.	BOTANICAL NAME	COMMON NAME	INSTALLED SIZE	PLY SIZE	MAX. MAINTAINED SIZE	SPACING	REMARKS
LL	8	LIQUSTRUM LUCIDUM	TREE LIQUSTRUM	8'18" SPD.	LARGE	N/A	A.S.	WATCHED HTS.
QV	4	QUERCUS VIRGINIANA	LIVE OAK	20" O.A.	LARGE	N/A	A.S.	FULL & THICK
SP	28	SABAL PALMETTO	SABAL PALM	12-18" C.T.	LARGE	N/A	A.S.	SLICK TRUNK
YW	18	YEITCHIA MONTGOMERIANA	MONTGOMERY PALM	12' C.T.	LARGE	N/A	A.S.	WATCHED HTS.
BAR	450	BRONKHIA ARBORESCENS	SEA OLEYE DASY	#1, 12" O.A.	SMALL	N/A	18" O.C.	FULL AND THICK
HDE	100	HELIANTHUS DEBILIS	BEACH SUNFLOWER	#1, 12" SPD.	SMALL	N/A	18" O.C.	FULL AND THICK

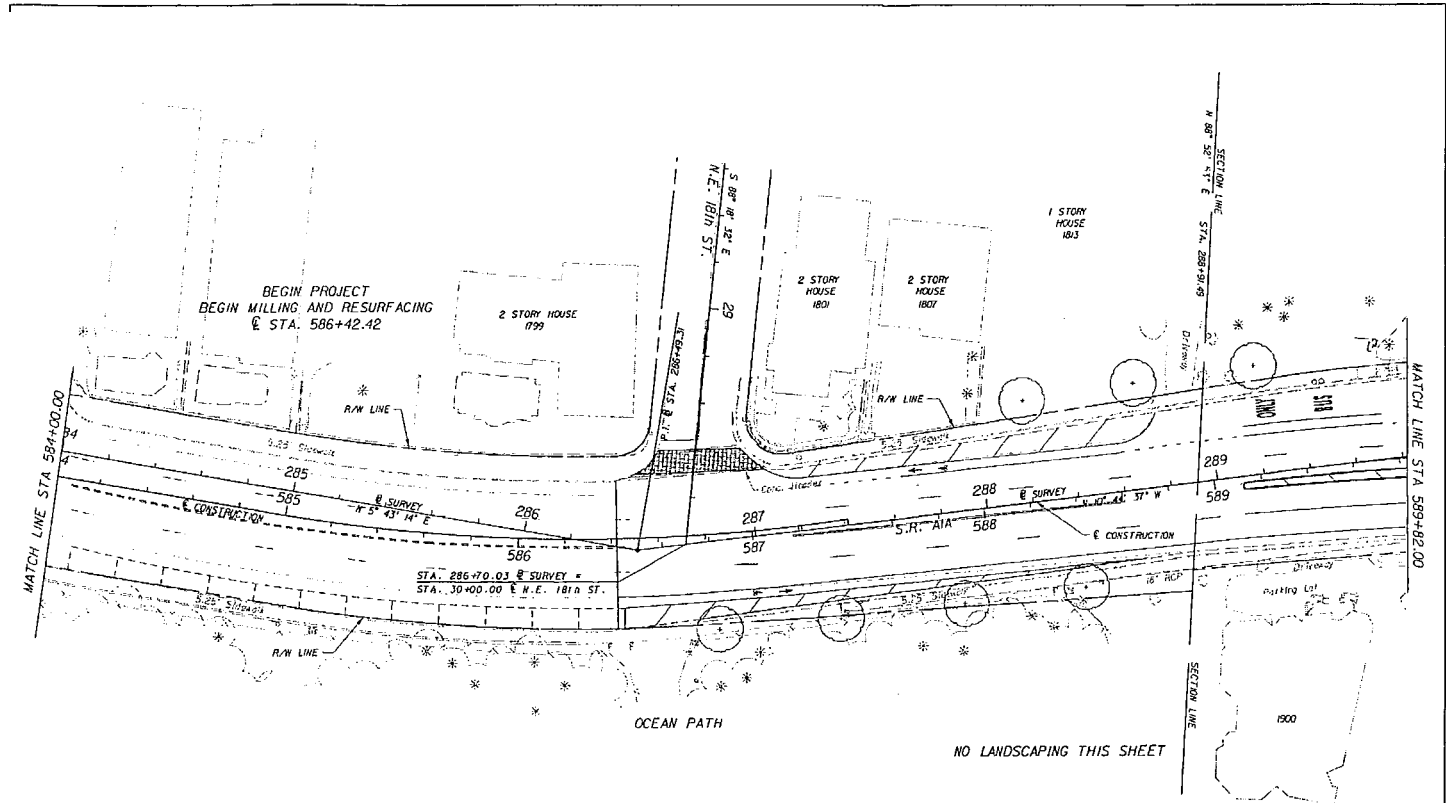
PAY ITEM NOTES:

- 570-1-2 PERFORMANCE TURF; SOD SHALL BE ST. AURISTINE 'FLORITAN'
- 580-1-1, 580-1-2, INCLUDES ALL LABOR, MATERIALS, EQUIPMENT AND INCIDENTALS FOR THE COMPLETE INSTALLATION OF PLANT IN ACCORDANCE WITH SPECIFICATIONS AND FOOT INDEX #544 INCLUDING, BUT NOT LIMITED TO, PLANT, FINISH SOIL LAYER, UNSUITABLE SOIL REMOVAL, SPECIAL BED PREPARATION, STAKING, MULCH, FERTILIZER, HAND WATERING, GUARANTEE AND MAINTENANCE DURING ESTABLISHMENT PERIOD. ALSO INCLUDES THE COST FOR TEMPORARY WATERING AND TREE PROTECTION (PER INDEX 544) OF EXISTING TREES DURING CONSTRUCTION.
- 590-70 INCLUDES ALL LABOR, MATERIALS, EQUIPMENT AND INCIDENTALS FOR THE COMPLETE INSTALLATION OF AUTOMATIC IRRIGATION SYSTEM BY MEANS OF OPER TRENCHING AS SPECIFIED IN THESE PLANS AND THE GOVERNING SPECIFICATIONS. INCLUDES THE COST OF ALL SYSTEM COMPONENTS AND INSTALLATION INCLUDING, BUT NOT LIMITED TO VALVES, RAIN SENSORS, IRRIGATION HEADS, NOZZLES, FITTINGS, PIPES, ELECTRICAL & IRRIGATION SLEEVES, DIRECTIONAL DRILLING, PULL WIRES, EWS MARKERS, CONTROLLERS, CLOCKS, BACKFILLING, DEBRIS REMOVAL, SYSTEM TESTING, NOT. THIS PAY ITEM ALSO INCLUDES THE COST OF ALL REQUIRED PERMITS TO PERFORM THIS WORK.

REVISIONS				STATE OF FLORIDA				LANDSCAPE NOTES	SHEET NO.
DATE	BY	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR A1A	BROWARD	416872-1-52-01	LD-4	

OF COURSE D. GENTILE, FASLA L40020030
Gentile Holloway O'Mahoney
A ASSOCIATES, INC.
801-978-9947
501-915-0200 FAX
SUITE 201
14111 E. FL 33066 WWW.LANDSCAPE-ARCHITECTS.COM
CERTIFICATION OF AUTHORIZATION NO. 12000077

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DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	ROAD NO.	COUNTY		
						A/A	BROWARD	416872-1-52-01	LD-5

GEORGE C. GENTILE, P.E. L000050
 Gentle Holloway O'Mahoney
 1501 Commerce Lane Suite 101
 Jupiter, FL 33458
 561-575-9551
 561-575-5280 FAX
 www.gentlelloway.com
 CERTIFICATION NO. L0000007

DEPARTMENT OF TRANSPORTATION
 FINANCIAL PROJECT ID
 416872-1-52-01

LANDSCAPE PLAN

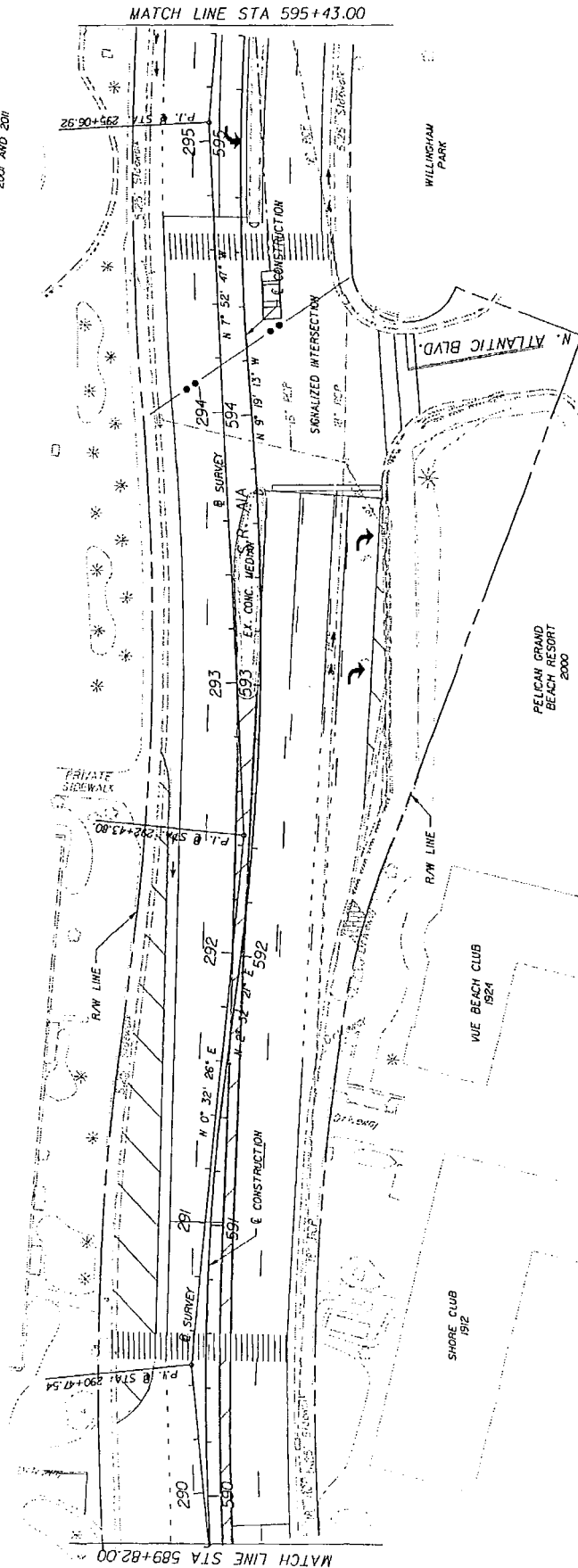
SHEET NO.
 LD-5

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SHORE CLUB
1901-1925

THE VUE
2001 AND 2001



NO LANDSCAPING THIS SHEET

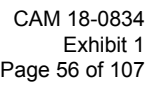
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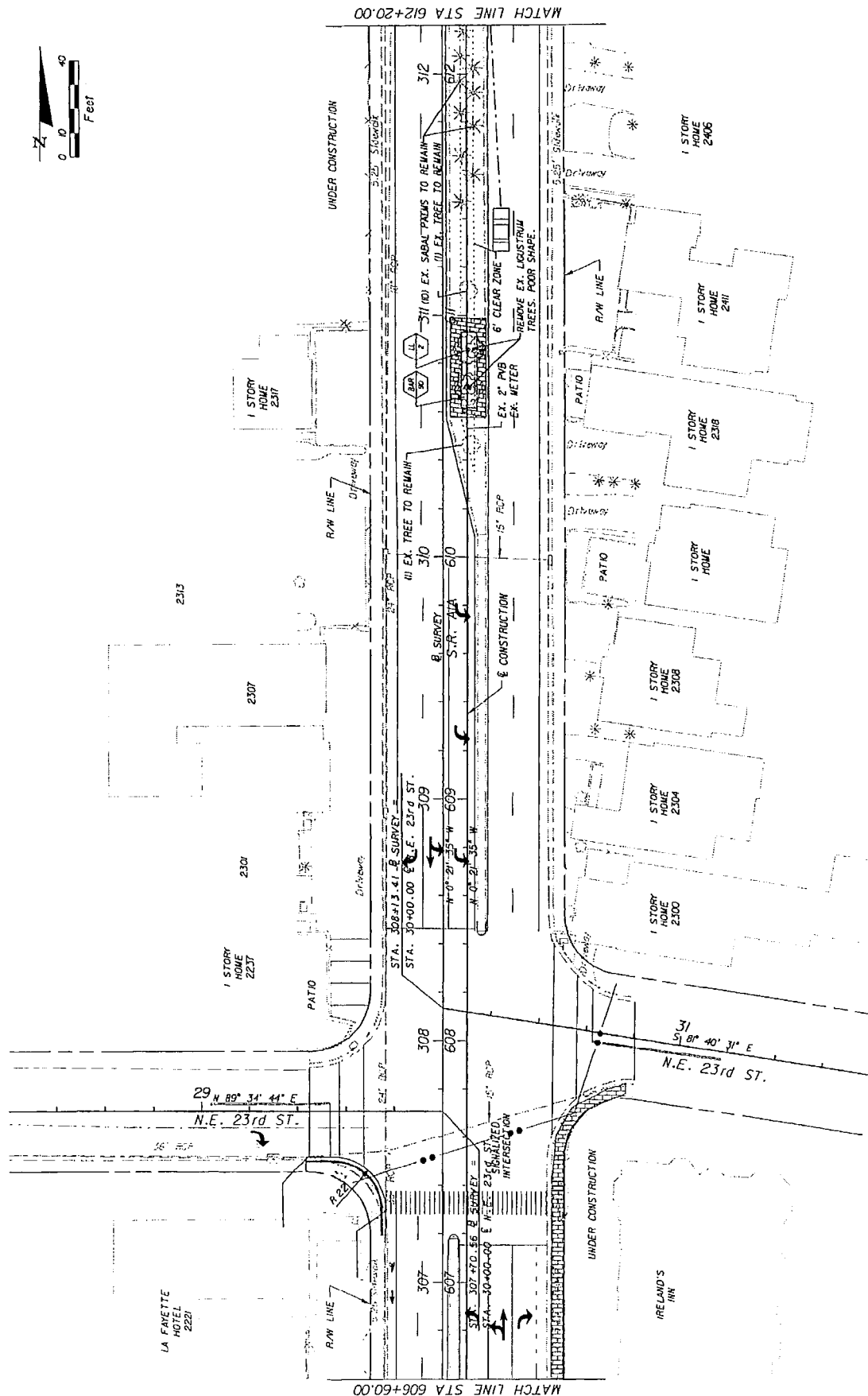
GEORGE G. GENTILE, FASLA
Gentle Holloway O'Mahoney
1901 Commerce Lane
Suite 101
Jupiter, FL 33459
www.landscape-architect.com
CERTIFICATION OF AUTHORIZATION NO. 10000007

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
ROAD NO. A1A
COUNTY BROWARD
FINANCIAL PROJECT ID 416872-1-52-01

SHEET NO.
LD-6

LANDSCAPE PLAN

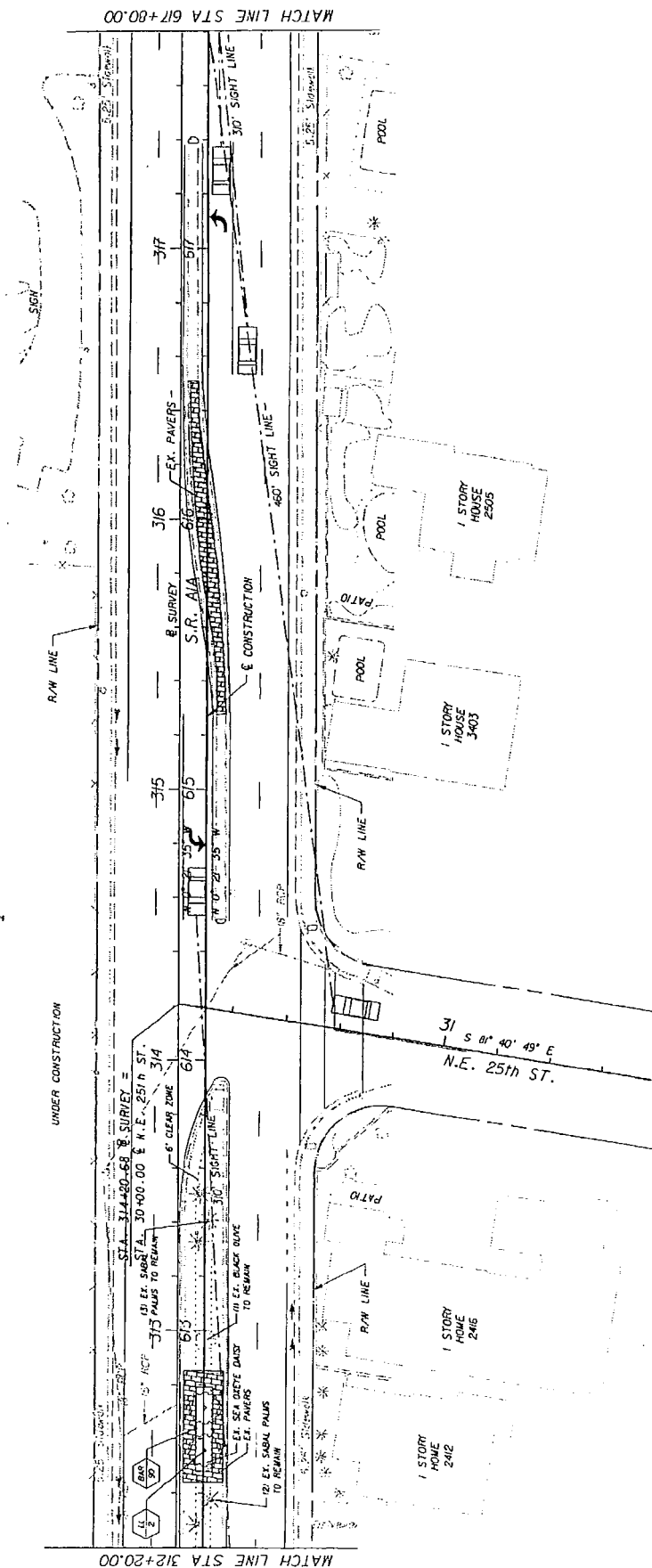




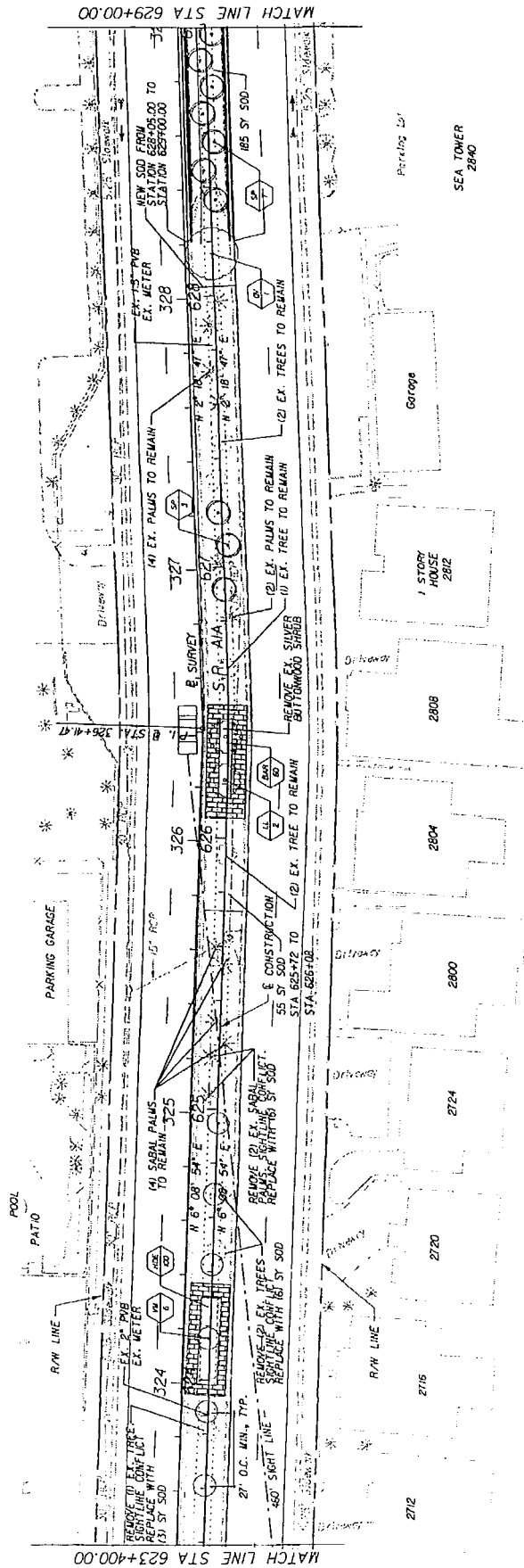
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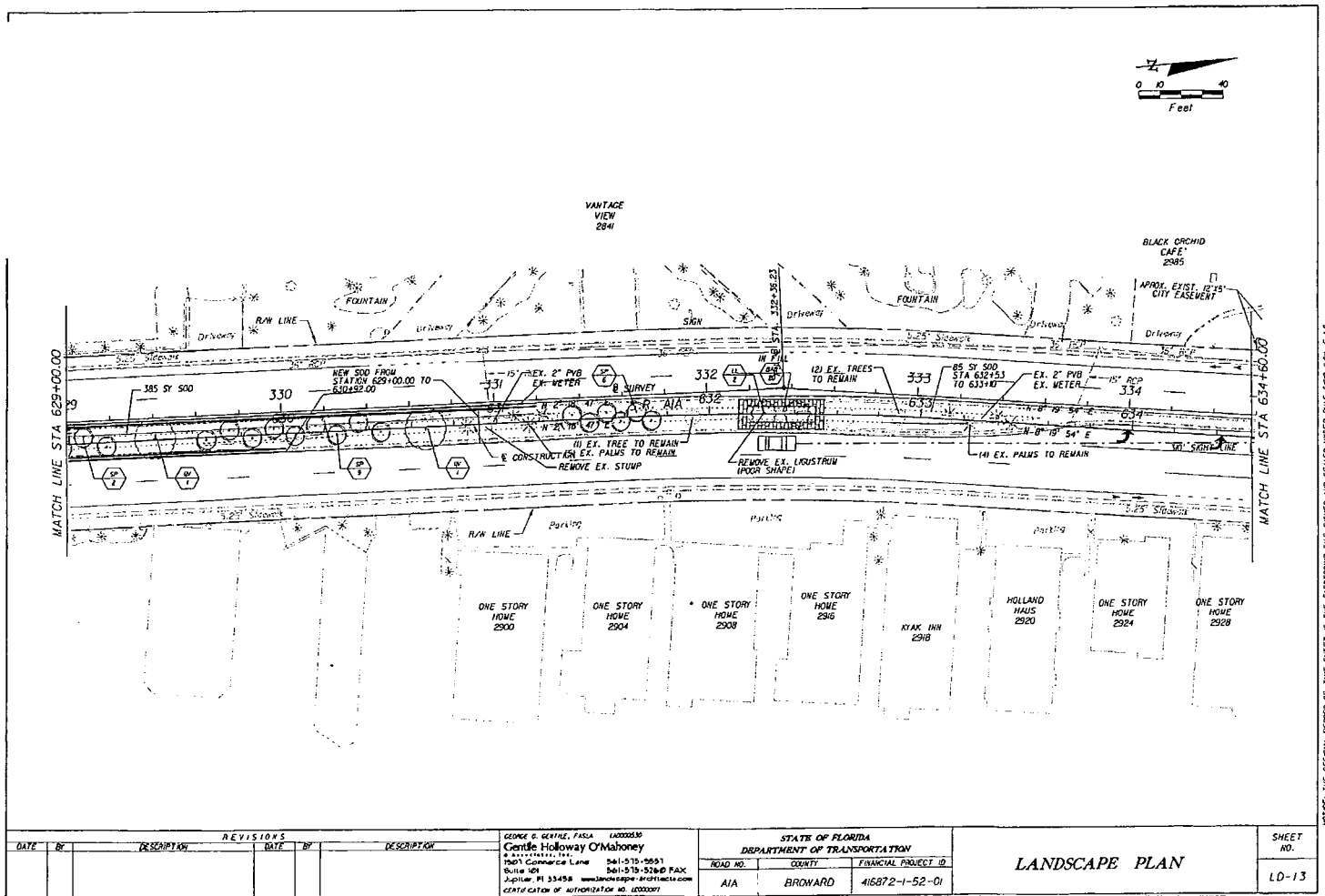
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				ROAD NO.		COUNTY		LD-9
				A/A		BROWARD		
				416872-1-52-01				
<div>GEORGE B. BENTLEY, FASLA LAD0002330 CENTI Midway O'Mahoney 19021 Commerce Lane 561-575-5551 Suite 101, 33498 561-575-5260 FAX Jupiter, FL 33498 www.georgebentley.com/central phone: 772.35.707-2000</div>								
DATE		BY	REVISIONS		DESCRIPTION			
DATE		BY	DATE		DESCRIPTION			

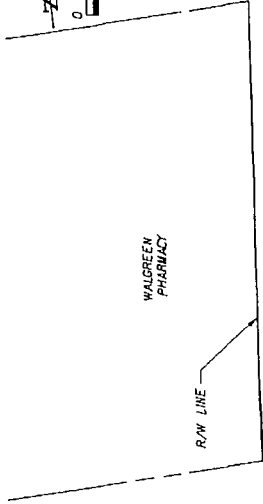
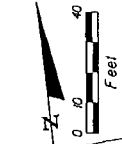
SAINT PIUS
CATHOLIC CHURCH



DATE	BY	DESCRIPTION	REVISIONS	DESCRIPTION	BY	DATE
<p> GEORGE G. GENTILE, P.A.S.A. J0000350 Gentle Holloway O'Mahoney Architects, Inc. 19071 Commercial Lane 561-515-5551 Suite 101 561-515-5160 FAX Jupiter, FL 33408 www.landscapearchitect.com CERTIFICATION OF AUTHORIZATION NO. L0000097 </p>						
<p> STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION </p>			<p> ROAD NO. COUNTY FINANCIAL PROJECT ID A1A BROWARD 416B72-1-52-01 </p>			
<p>LANDSCAPE PLAN</p>						
<p>SHEET NO. LD-10</p>						

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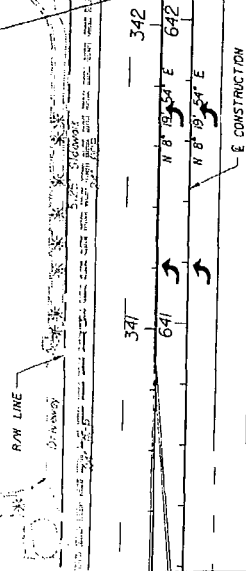




OAKLAND PARK BLVD.
(S.R. 816)
N 88° 44' 47" E 63

END PROJECT
END MILLING AND RESURFACING
E STA. 642+13.76

NESS GAS
STATION
3053



CITY OF
FT. LAUDERDALE
3048

L' HERMITAGE
3100-3200

OAKLAND PARK BLVD.
(S.R. 816)
N 88° 46' 48" E 65

NO LANDSCAPING THIS SHEET

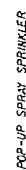
REVISIONS				STATES OF FLORIDA				LANDSCAPE PLAN		SHEET NO.	
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID			
						AJA	BROWARD	416872-1-52-01		LD-15	
				Gentle Holloway O'Mahoney				1/21/2021			
				LADDERDLE				1/21/2021			
				George G. Gentile, FASLA				1/21/2021			
				3001 Commerce Lane				1/21/2021			
				Suite 100				1/21/2021			
				Jupiter, FL 33459				1/21/2021			
				www.landscape-architect.com				1/21/2021			
				CERTIFICATION OF AUTHORIZATION NO. 00000071				1/21/2021			

2. CONTRACTOR SHALL NOTIFY THE CITY AND PROJECT ENGINEER OF ANY EXISTING DEFICIENCIES WITHIN THE EXISTING IRRIGATION SYSTEM, I.E. BROKEN HEADS, LOW PRESSURE, BROKEN PIPE. REPAIRS SHALL BE MADE IN COORDINATION WITH THE CITY OF FT. LAUDERDALE.

2. Check controller ground for resistance 10 ohms or less once per year. Submit written reports.
3. Check rain shut-off device monthly to ensure it functions properly.
4. Inspect all filters monthly and clean/replace/replace as needed.
5. Inspect all valve boxes to ensure they are in good condition, lids are in place and locked.
6. Conduct additional inspections, maintenance tasks, etc. that are pertinent for your site.

CAM 18-0834
Exhibit 1
Page 67 of 107

NOTE: QUANTITIES GIVEN ARE FOR CONTRACTORS CONVENIENCE ONLY. THE ACCURACY IS NOT GUARANTEED. IT IS RECOMMENDED THAT ONE VERIFY ALL QUANTITIES.

[illegible]

SECTION NO: 86010, 86050,
81180, 86180
S.R. NO(S): A1A
COUNTY: BROWARD
FM NO.(S): 22811.6, 41687.2
WPI NO.(S): 4110739, 4110882

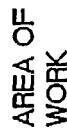
EXHIBIT G

PENDING AGENCY PROJECT'S LANDSCAPE IMPROVEMENT PLANS

Just South of the S.R. A1A Southbound Spur (M.P.2.964 / Section 86180000)
North to S.R. 838 (sunrise Blvd. – M.P.3.334 / Section 86050000)

Please see attached plans by: City of Fort Lauderdale, Thomas White, ASLA

Dated: 7/11/07

[illegible]

CITY OF FORT LAUDERDALE

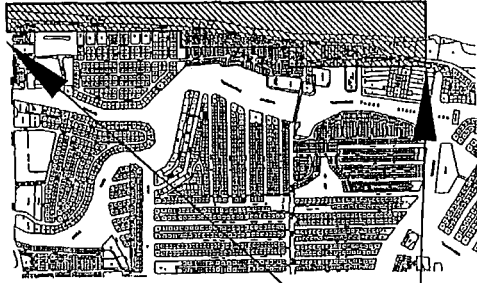
PROJECT #P10774

S.R. AIA MEDIANS BEAUTIFICATION
NEW LANDSCAPE

FROM JUST SOUTH OF THE S.R. A I.A. SOUTHBOND SPUR (M.P. 2.964 / Section 86180000)
NORTH TO S.R. 838 (SUNRISE BLVD. - M.P. 3.334 / Section 86050000)
FORT LAUDERDALE, FLORIDA

PERMIT NO. 2007-L-491-0005
SECTION NO. 86050
STATE ROAD A.I.A.


Governing Standards and Specifications:
Florida Department of Transportation,
Design Standards, Dated January 2006
and Standard Specifications for Road
and Bridge Construction, Dated 2007,
as amended by Contract Documents.
<http://www.doa.state.fl.us/specifications>



LOCATION SKETCH

PROJECT #P10774
AIA MEDIAN BEAUTIFICATION
NEW LANDSCAPE

SOUTH OF AN SPRING TO NEAREST BLVD / WY INTERSECTION



CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

100 North Andrews Avenue, Fort Lauderdale, Florida 33301

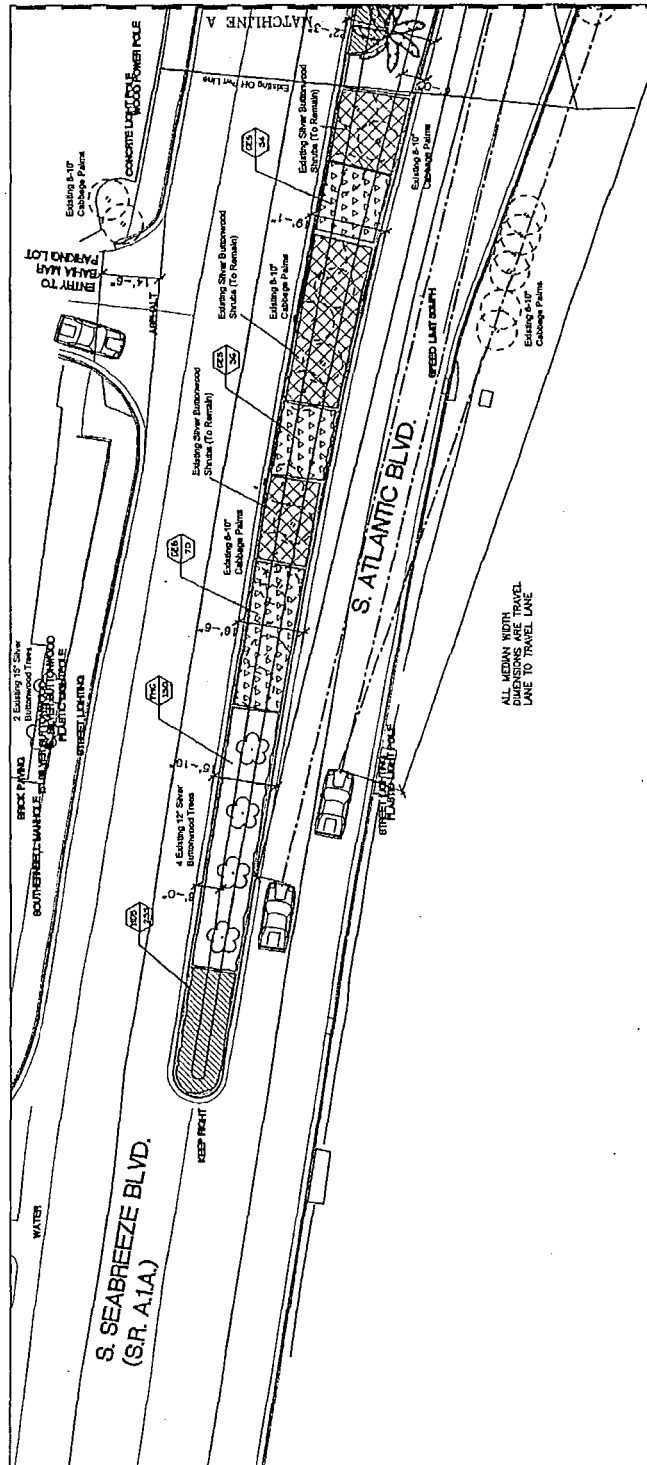
FORT LAUDERDALE CITY COMMISSION

JIM NAUGLE
CHRISTINE TEEL
CHARLOTTE E. ROOSTROM
CARLTON MOORE
CINDI HUTCHINSON

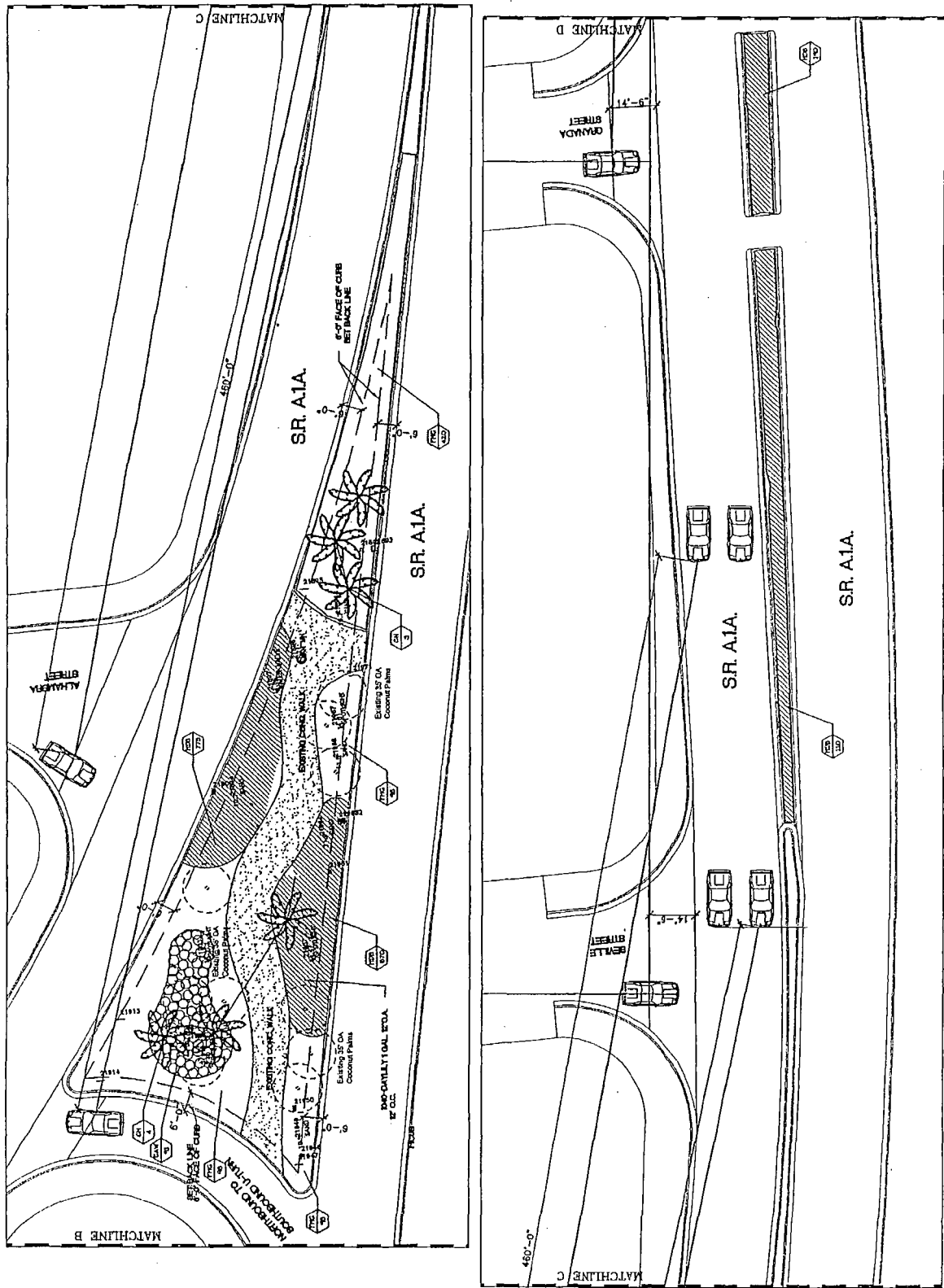
FRANK SNEDEKER	CHIEF ARCHITECT	(904) 825-6025
THOMAS VINE A.S.I.A.	LANDSCAPE ARCHITECT	(904) 829-4817

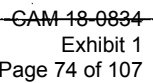
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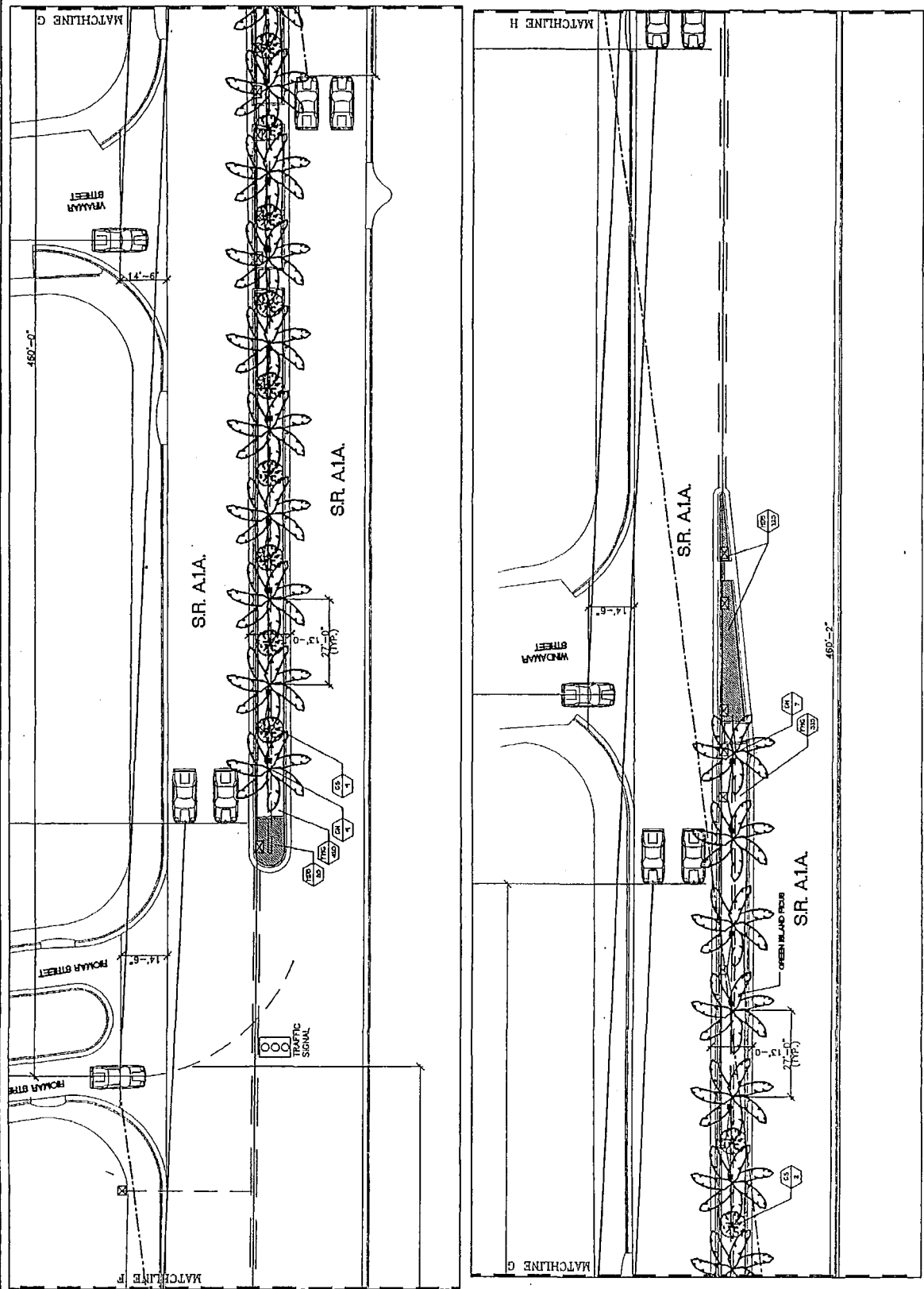
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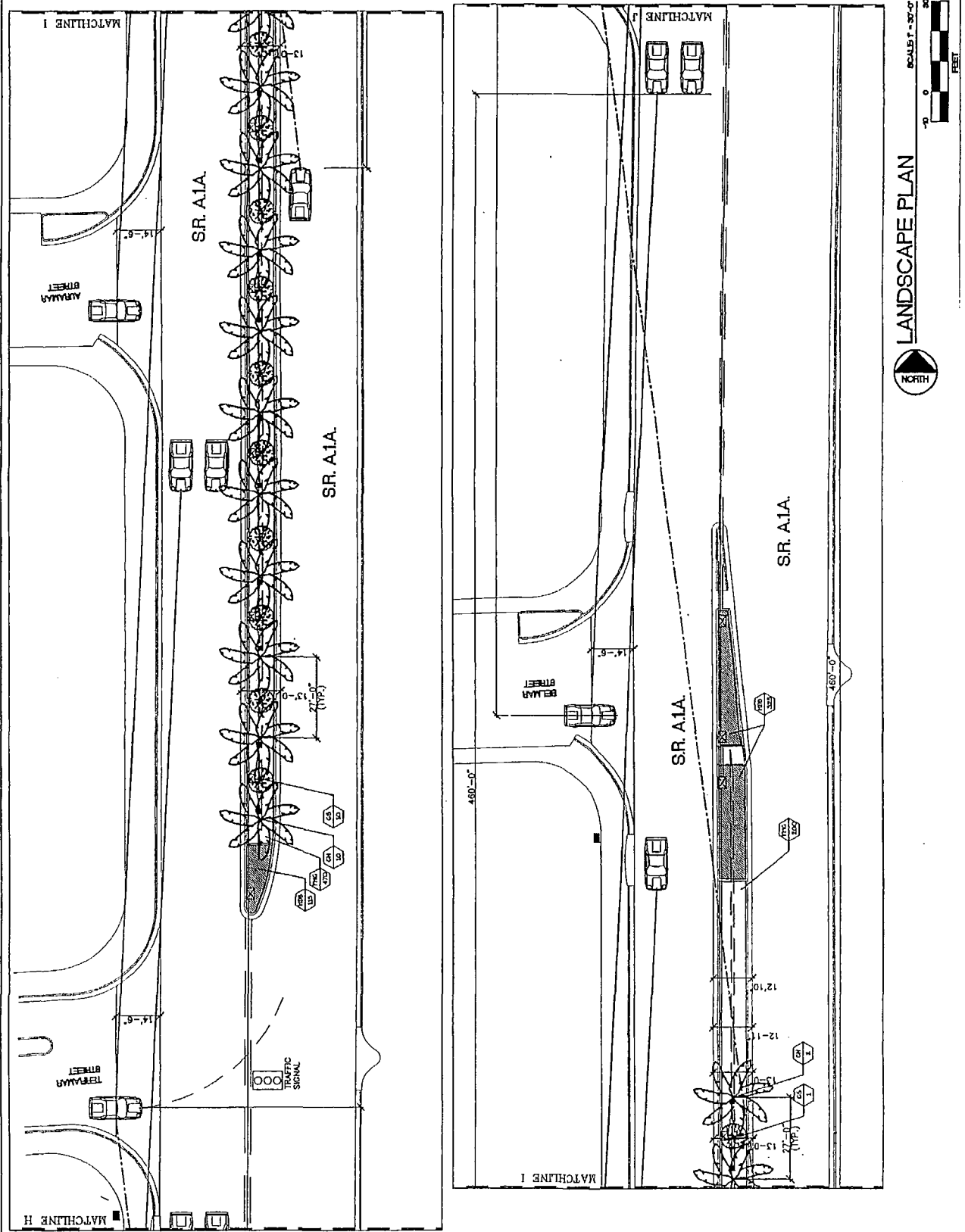


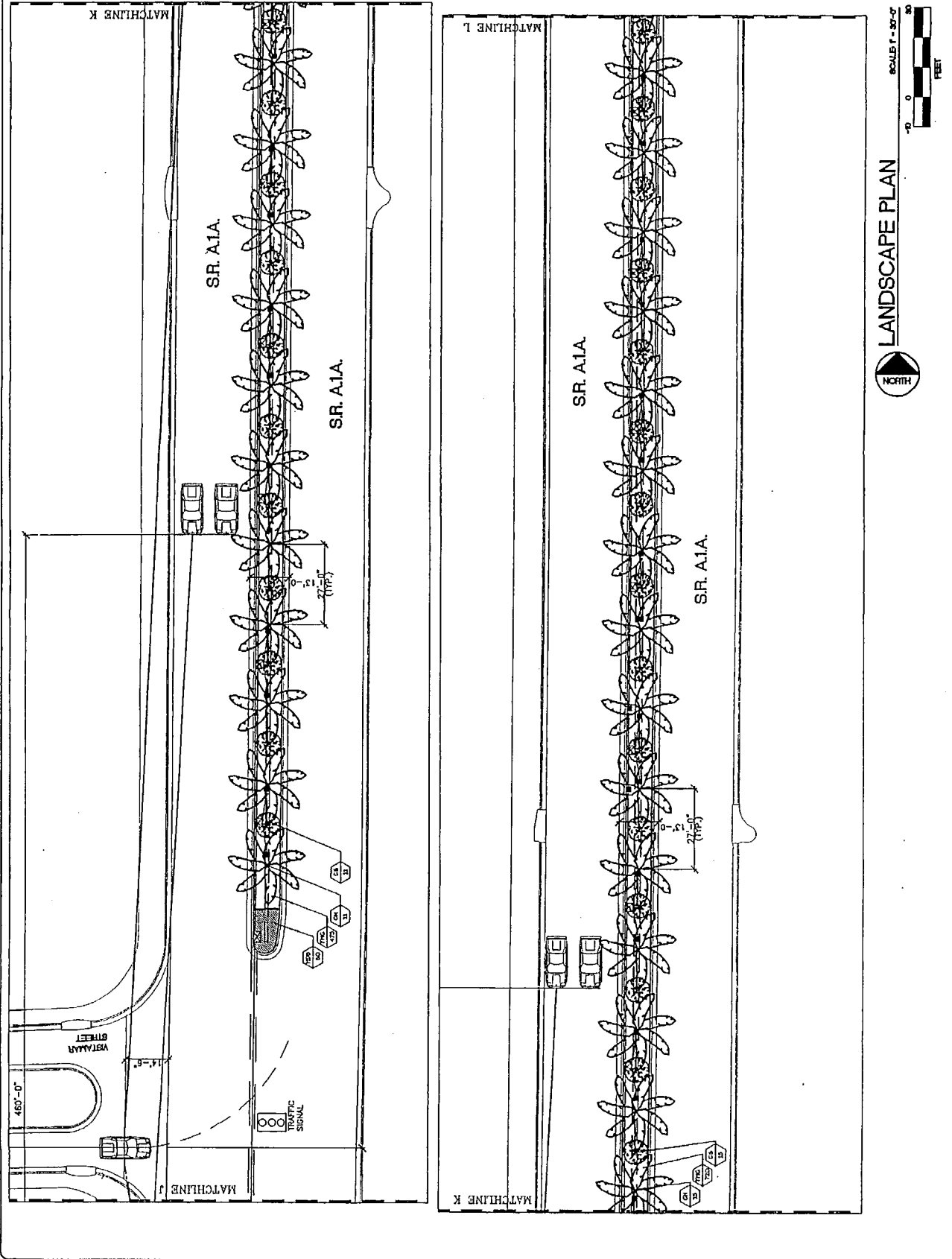
LANDSCAPE PLAN

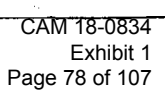




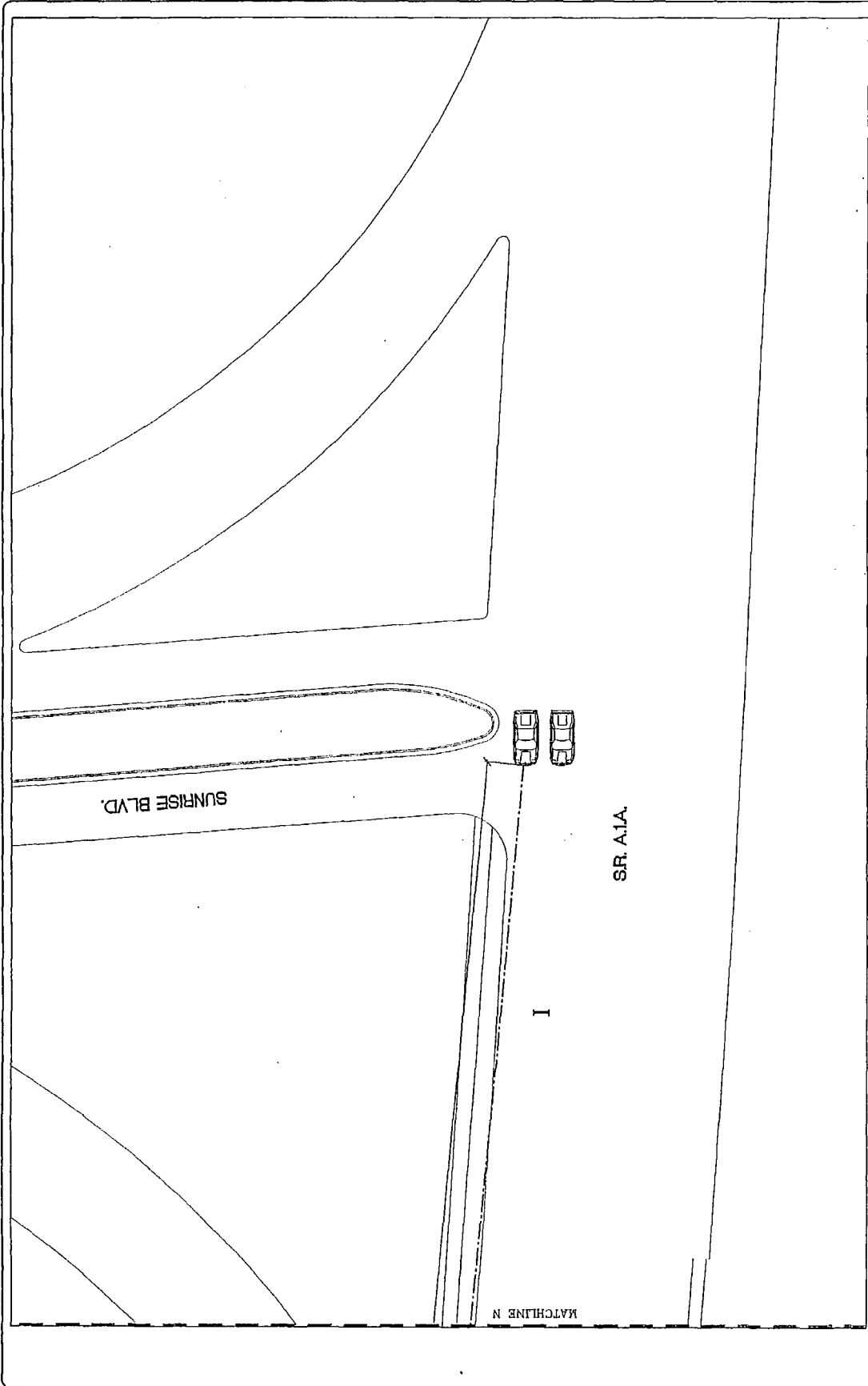








PROJECT # P10774 A1A MEDIANS SOUTH OF SUNRISE BLVD. NEW MEDIAN LANDSCAPING TO BAYSHORE DRIVE 100 N. ANDREWS AVE., FORT LAUDERDALE CITY OF FORT LAUDERDALE		100 North Andrews Avenue, Fort Lauderdale, Florida 33301 CITY OF FORT LAUDERDALE PUBLIC WORKS DEPARTMENT ENGINEERING & ARCHITECTURE		SHEET NO. 10 OF 10 DATE 6/14/2007 DRAWN BY [blank] CHECKED BY [blank] DESIGNED BY [blank]	
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LANDSCAPE PLAN

SCALE 1" = 30'-0"

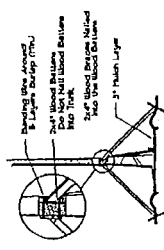
0 30 60 FEET

NORTH

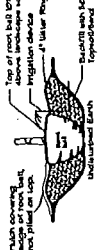
1. Leadership

- [illegible]

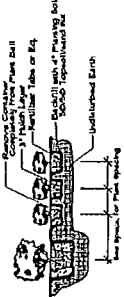
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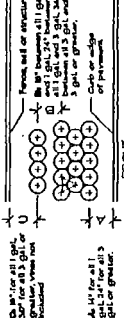
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470



— 5 —

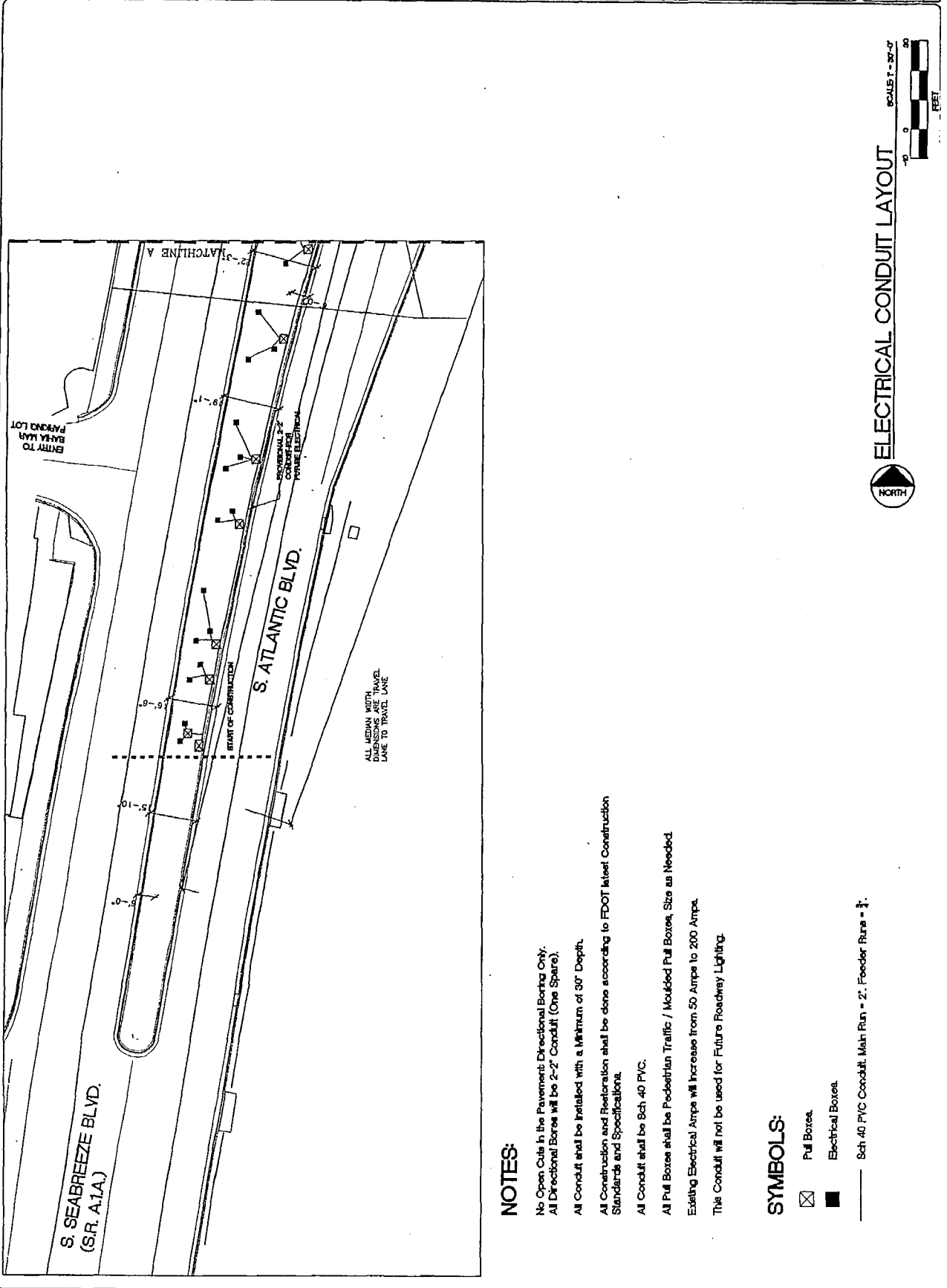


The Local Media shall be contacted one week prior to any plane closures on State Road A1A during peak hours or over the span of more than one day.
Contact Barbara Kelleher: FDOT Public Information Office or 954-777-4990.
Provide a copy of the press release to:
Florida Department of Transportation
Public Information Unit
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309

[illegible]

PLANT LIST			SPECIFICATIONS	
Code	Drought	QTY.	Botanical Name / Common Name	Specifications
PROPOSED TREES / PALMS				
CA		V	90 Coast redwoods / Green Redwood Coast Redwood	8.0m Field Green, 25 CA < Equal to 11" Caliper Measured @ Above Grade 8.0m Field Green, 8.0m-8.7" Cal. DBH, Multi Trunks
CS	(H)	V	52 Castanopsis leucostachya / Silver Redwood	7 Cal., 30" CA
ACCENTS / SHRUBS				
CAV	(H)	V	11 Crown arbutus / White Crown Lily	3 Cal., 24" CA, 2 OC
CEB	(H)	V	140 Castanopsis leucostachya / Silver Redwood	3 Cal., 24" CA, 2 OC
CEC	(H)	V	140 Castanopsis leucostachya / Silver Redwood	3 Cal., 24" CA, 2 OC
FMG	(H)	V	5215 Ficus microcarpa / Green Hand Tree	3 Cal., 18" Spk., 2 OC
HCB		V	5017 Hebe xanthophylla / Beach Sandflow	1 Cal., 10" CA
			Florida Native Plant Species	
			Very Drought Tolerant	

NOTES, PLANTING DETAILS, PLANT LIST

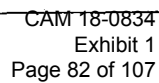


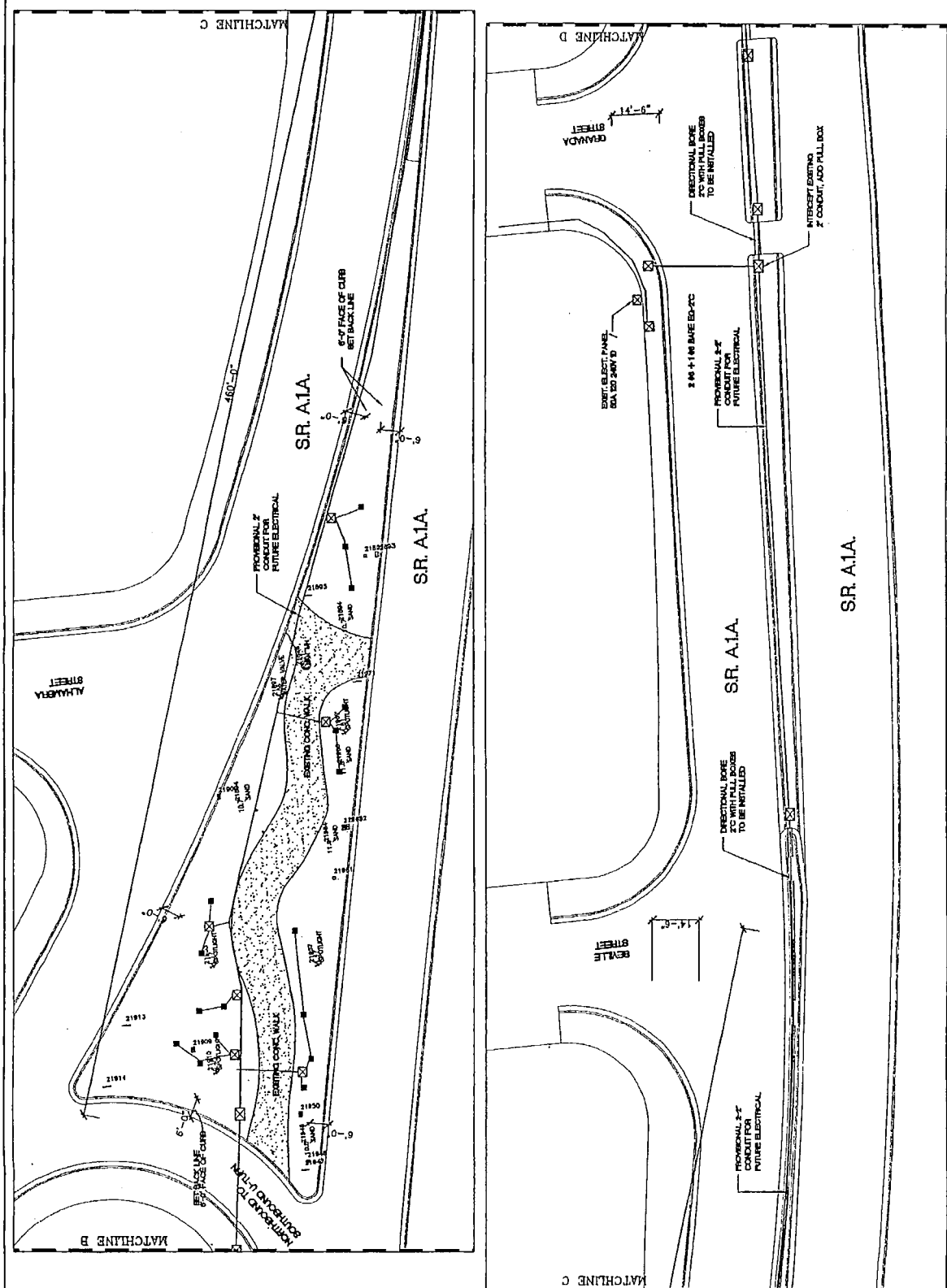
NOTES:

- No Open Cuts in the Pavement Directional Boring Only.
- All Directional Boring will be 2'-2" Conduit (One Spare).
- All Conduit shall be installed with a Minimum of 30" Depth.
- All Construction and Restoration shall be done according to FDOT latest Construction Standards and Specifications.
- All Conduit shall be Sch 40 PVC.
- All Pull Boxes shall be Pedestrian Traffic / Molded Pull Boxes, Size as Needed.
- Existing Electrical Amps will increase from 50 Amps to 200 Amps.
- This Conduit will not be used for Future Roadway Lighting.

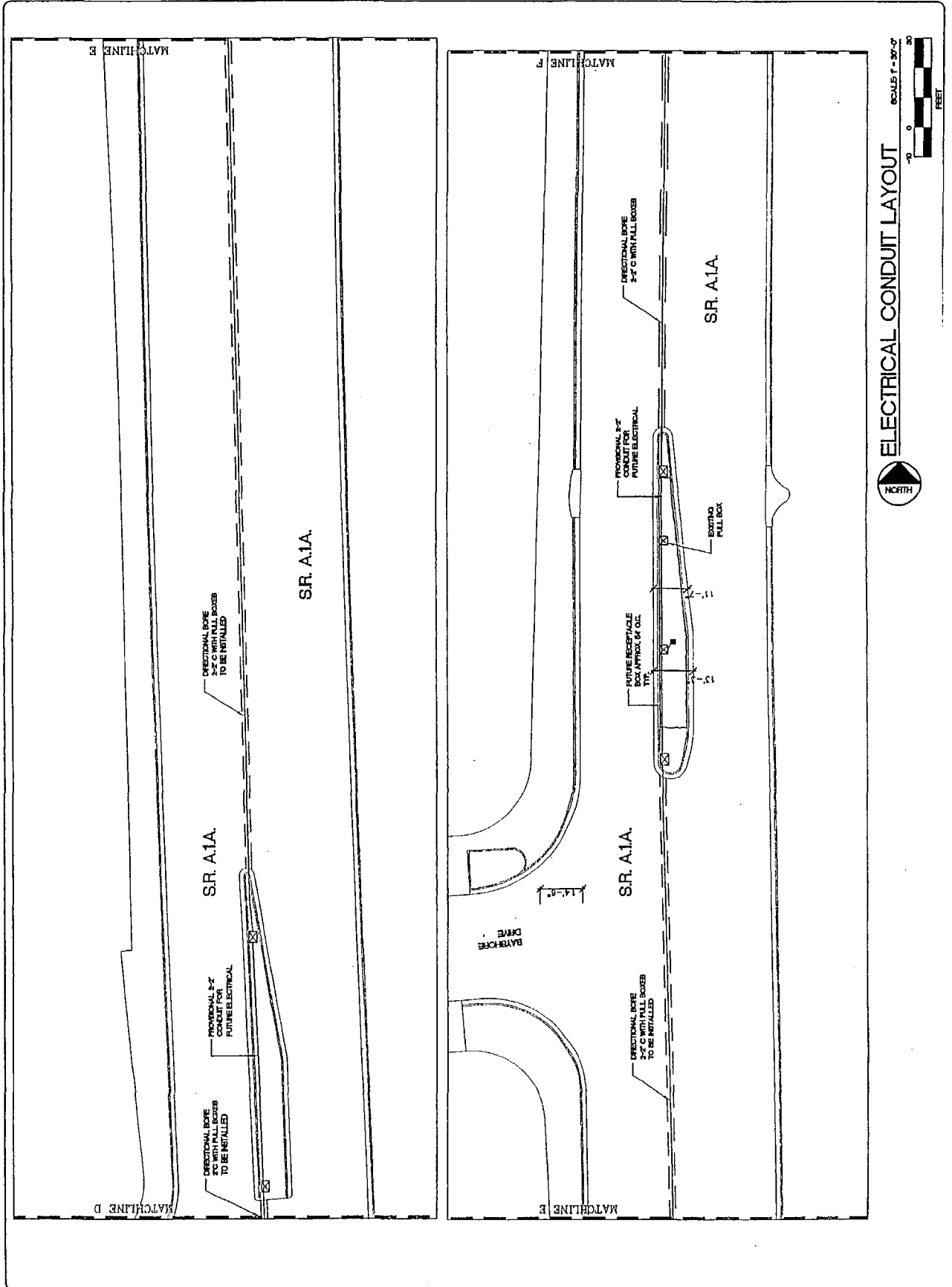
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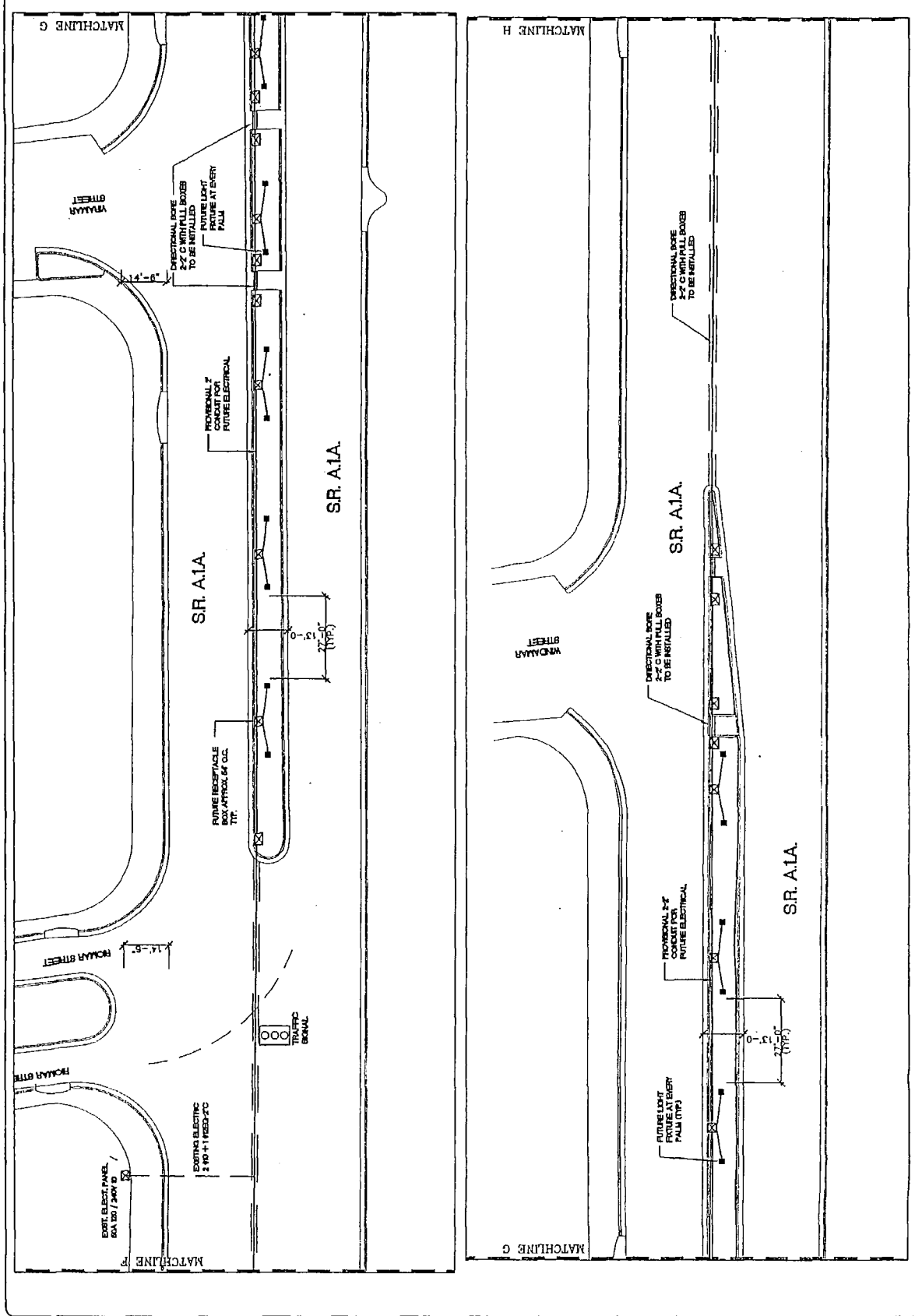
- Pull Boxes.
- Electrical Boxes.
- Sch 40 PVC Conduit, Main Run = 2", Feeder Run = 1 1/2".

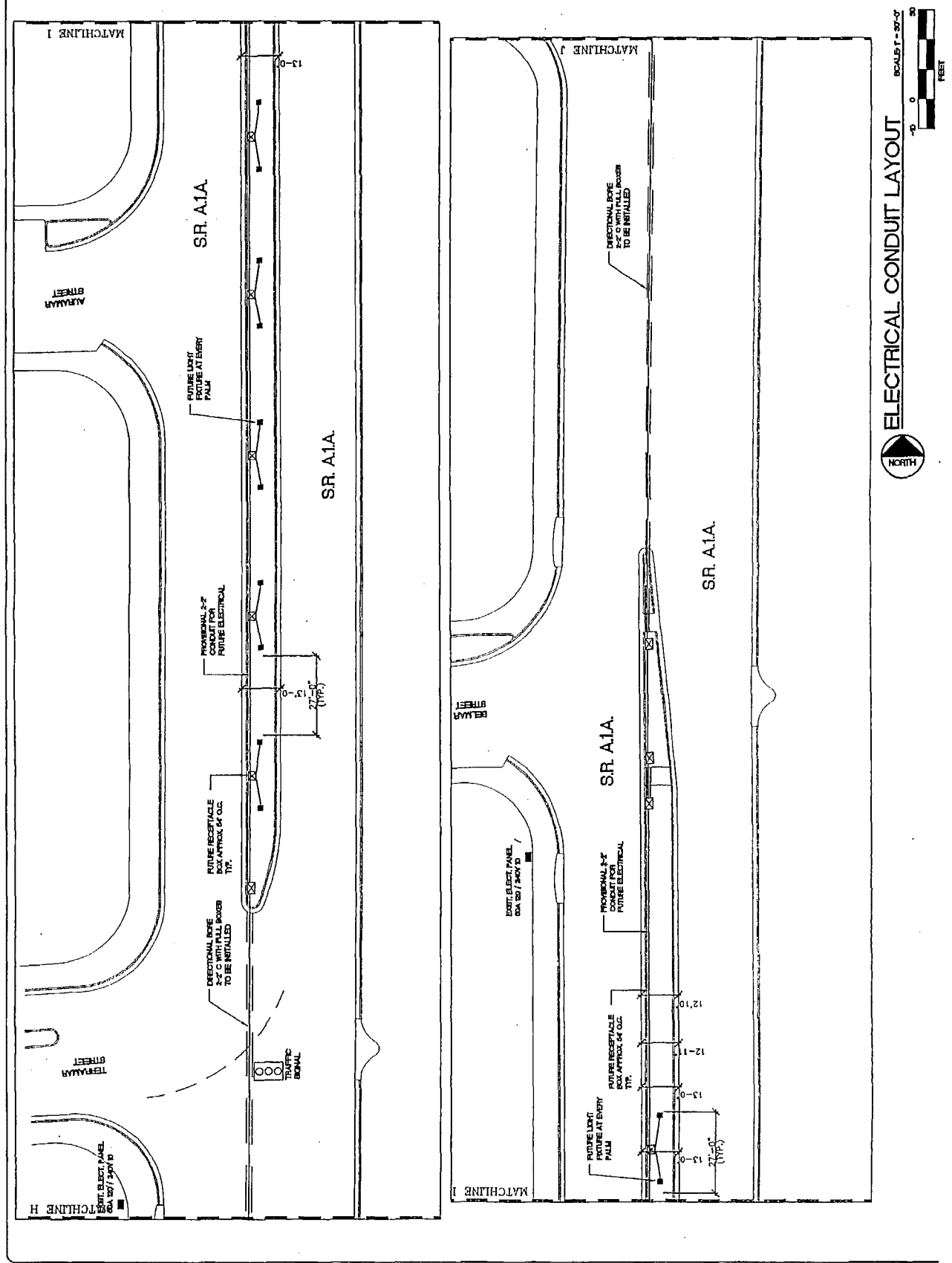




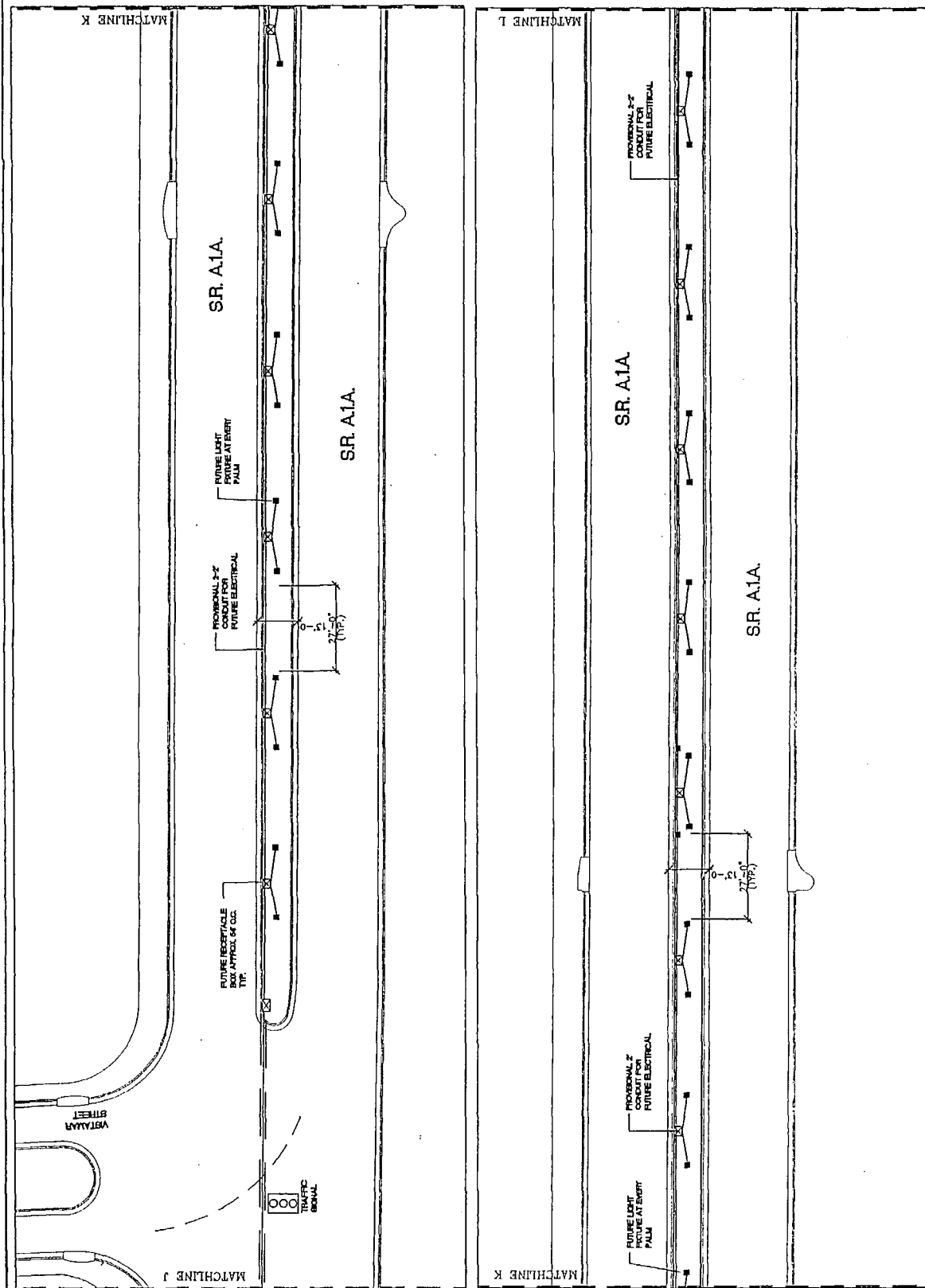
PROJECT # P10774 A1A MEDIANS SOUTH OF SUNRISE BLVD. TO BAYSHORE DRIVE MEDIAN ELECTRICAL CONDUIT LAYOUT 100 N. ANDREWS AVE., FORT LAUDERDALE		SHEET NO. E-4 OF 8 TOTAL DATE: 8/14/2007 DRAWN BY: J. P. WATKINSON CHECKED BY: J. P. WATKINSON TITLE: MEDIAN ELECTRICAL CONDUIT LAYOUT
CITY OF FORT LAUDERDALE PUBLIC WORKS DEPARTMENT ENGINEERING & ARCHITECTURE 100 North Andrews Avenue, Fort Lauderdale, Florida 33301		NO. _____ DATE _____ BY _____ CHECKED BY _____ APPROVED BY _____

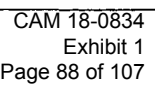


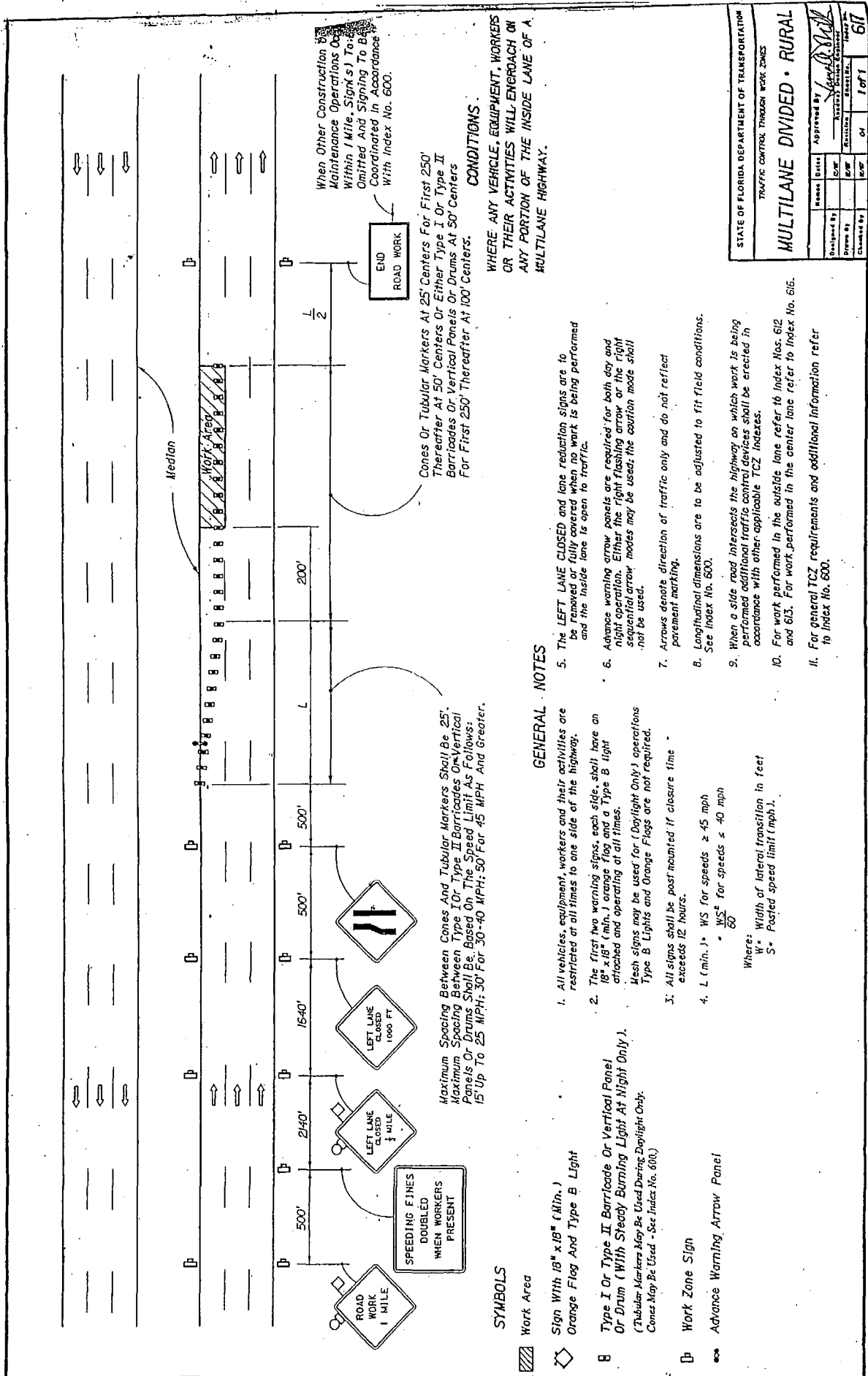




PROJECT # P10774 A1A MEDIANS SOUTH OF SUNRISE BLVD. TO BAYSHORE DRIVE MEDIAN ELECTRICAL CONDUIT LAYOUT 100 N. ANDREWS AVE., FORT LAUDERDALE		SHEET NO. 8 E-7 TOTAL 18 CMAA NO. 18 DATE 04/14/2007 DRAWING NO. 18-0834
CITY OF FORT LAUDERDALE PUBLIC WORKS DEPARTMENT ENGINEERING & ARCHITECTURE 100 North Andrews Avenue, Fort Lauderdale, Florida 33301		REVISIONS NO. DATE BY DESCRIPTION
DESIGNED BY CHECKED BY DRAWN BY DATE 04/14/2007 PROJECT & LOCATION 18-0834	FIELD BOOK CMAA NO. 18 DATE 04/14/2007 PROJECT & LOCATION 18-0834	SCALE 1" = 30'-0" NORTH 0 30 60 FEET







STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION									
TRAFFIC CONTROL THROUGH WORK ZONES									
MULTILANE DIVIDED • RURAL									
Designed By	Drawn By	Checked By	Scale	Date	Approved By	Project No.	Sheet No.	Of	Total
							617	1	617

MOT-1

SECTION NO: 86010, 86050,
81180, 86180
S.R. NO(S): A1A
COUNTY: BROWARD
FM NO.(S): 22811.6, 41687.2
WPI NO.(S): 4110739, 4110882

EXHIBIT H

PENDING DEPARTMENT PROJECT'S COST ESTIMATE

Dated: 7/3/07

\$ 34,266.48

See Attached

Pay Item No	Construction Item	Units	Quantity	Unit Cost	Total Cost
570-1-2	Performance Turf (ST. Augustine 'Floritam')	SY	773.00	\$3.50	\$2,705.50
Landscape Complete (Small Plants)					
580-1-1	Sea Oxeye Daisy	EA	450	\$10.00	\$4,500.00
580-1-1	Beach Sunflower	EA	100	\$10.00	\$1,000.00
SUBTOTAL					\$5,500.00
Landscape Complete (Large Plants)					
580-1-2	Live Oak	EA	4	\$1,000.00	\$4,000.00
580-1-2	Sabal Palm	EA	28	\$200.00	\$5,600.00
580-1-2	Montgomery Palm	EA	18	\$500.00	\$9,000.00
580-1-2	Ligustrum	EA	8	\$500.00	\$4,000.00
SUBTOTAL					\$22,600.00
590-70	Irrigation System	LS	1	\$3,460.98	\$3,460.98
TOTAL ESTIMATED CONSTRUCTION COST					\$34,266.48

Opinion of Probable Construction Costs
 S.R. A-1-A (Ocean Blvd.)
 Median Landscape and Irrigation Plans
 FPID No. 416872-1-52-01
 Project Limits: From 18th Street to Oakland Park Blvd.
 City of Ft. Lauderdale, Florida
 Date: June 29, 2007

SECTION No.: 86050000
S.R. No.: A1A
PERMIT No: 2017-L-491-010
COUNTY: BROWARD

**DISTRICT FOUR (4) AMENDMENT NUMBER ELEVEN (11) TO STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION LANDSCAPE INCLUSIVE
MEMORANDUM OF AGREEMENT**

THIS AMENDMENT Number Eleven (11) to the Agreement dated January 31, 2008, made and entered into this _____ day of _____ 20____ by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT and the **CITY OF FORT LAUDERDALE**, a municipal corporation of the State of Florida, hereinafter called the AGENCY.

W I T N E S S E T H

WHEREAS, the parties entered into the Landscape Inclusive Maintenance of Agreement dated, January 31, 2008 for the purpose of maintaining the landscape improvements by the AGENCY on State Road A1A; and,

WHEREAS, the DEPARTMENT and the AGENCY have agreed to add additional landscape improvements to be installed on State Road A1A in accordance with the above referenced Agreement; and,

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

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

1. The DEPARTMENT shall modify the Inclusive Landscape Maintenance Memorandum of Agreement for State Road A1A dated January 31, 2008 by adding the following provision:

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.
2. Pursuant to the provision added in Section of this amendment the AGENCY has agreed to allow the adjacent property owner with the AGENCY'S approval to construct additional landscape improvements or to modify an improvement located as indicated in **Exhibit "A"**, State Road A1A (North Ocean Boulevard from (M.P. 4.619) to (M.P. 4.726), in accordance with the plans attached as **Exhibit "B"**.
- 3 The AGENCY shall agree to maintain the additional landscape improvements in the original Inclusive Agreement described above in accordance with the Maintenance Plan, **Exhibit "C"** of the original agreement and,

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

LIST OF EXHIBITS

- Exhibit A - Landscape Improvements Limits and Maintenance Boundaries and Location Map
- Exhibit B - Landscape Improvement Plans

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year provided below.

AGENCY

CITY OF FORT LAUDERDALE, through its
CITY COMMISSIONERS

ATTEST:

Jeffrey A. Modarelli, City Clerk

By: _____

Dean J. Trantalis, Mayor

_____ day of _____, 2018

(SEAL)

Lee R. Feldman, City Manager

Approved as to form by Office of City Attorney

By: _____

Shari C. Wallen, Assistant City Attorney

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Director of Transportation Development

_____ day of _____, 2018

Approval:

Office of the General Counsel (Date)

SECTION No.: 86050000
S.R. No.: A1A
PERMIT No: 2017-L-491-010
COUNTY: BROWARD

EXHIBIT A

LANDSCAPE IMPROVEMENTS PROJECT LIMITS

MAINTENANCE BOUNDARIES LIMITS AND LOCATION MAP

- I. INCLUSIVE LANDSCAPE MAINTENANCE AGREEMENT LIMITS FOR STATE ROAD A1A:
State Road A1A from State Road 5 (US 1) (M.P. 0.000) Section 86180000) (US 1) to Flamingo Avenue (M.P. 6.410) (Section 86050000)

By Individual Sections:

Southbound One Way (Section 86050100)

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

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

North Fort Lauderdale Beach Area (Section 86050000):

M.P. 2.039 (south of Poinsettia Street) to M.P. 6.410 (Flamingo Drive)

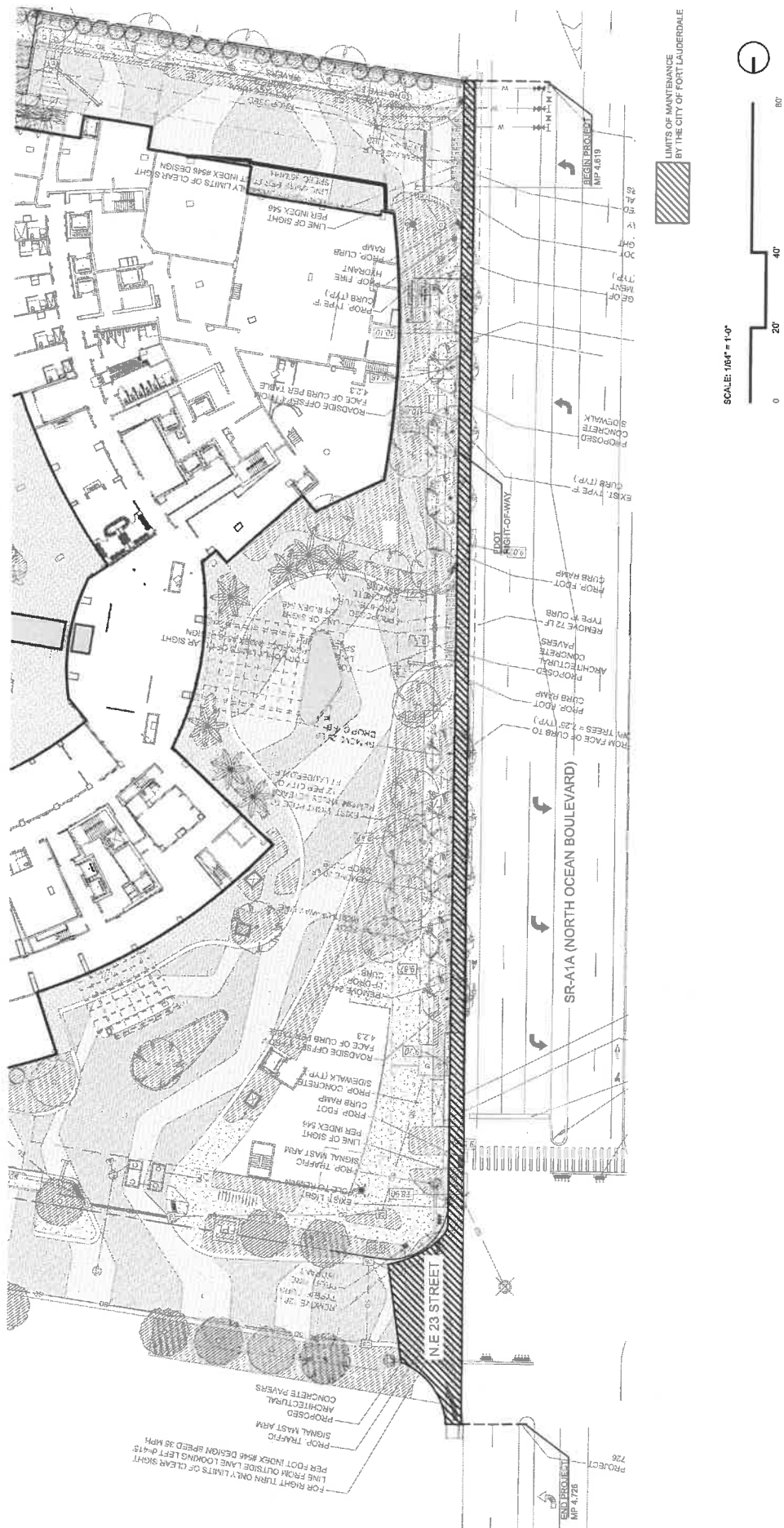
- II. PERMIT PROJECT LANDSCAPE PROJECT MAINTENANCE LIMITS FOR THIS PROJECT:

State Road A1A (North Ocean Boulevard from (M.P. 4.619) to (M.P. 4.726)

- III. PERMIT PROJECT LANDSCAPE MAINTENANCE BOUNDARY LIMITS MAP:

*All limits of the original agreement and amendments shall apply

Please See Attached



LANDSCAPE IMPROVEMENT MAINTENANCE BOUNDARY MAP
CITY OF FORT LAUDERDALE
FDOT PERMIT NUMBER: 2017-L-491-010

SECTION No.: 86050000
S.R. No.: A1A
PERMIT No: 2017-L-491-010
COUNTY: BROWARD

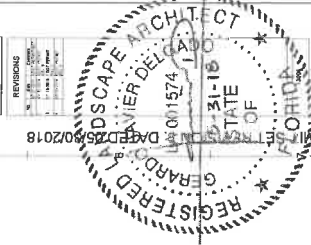
EXHIBIT B
LANDSCAPE IMPROVEMENT PLANS

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: Nichols Brosch Wurst Wolfe
Gerardo Javier Delgado, RLA
Sheets – 1 - 6
Date: May 31, 2018

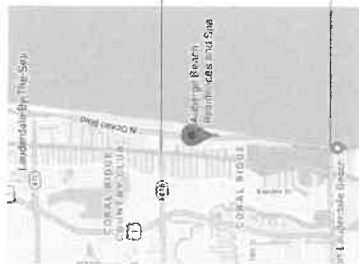
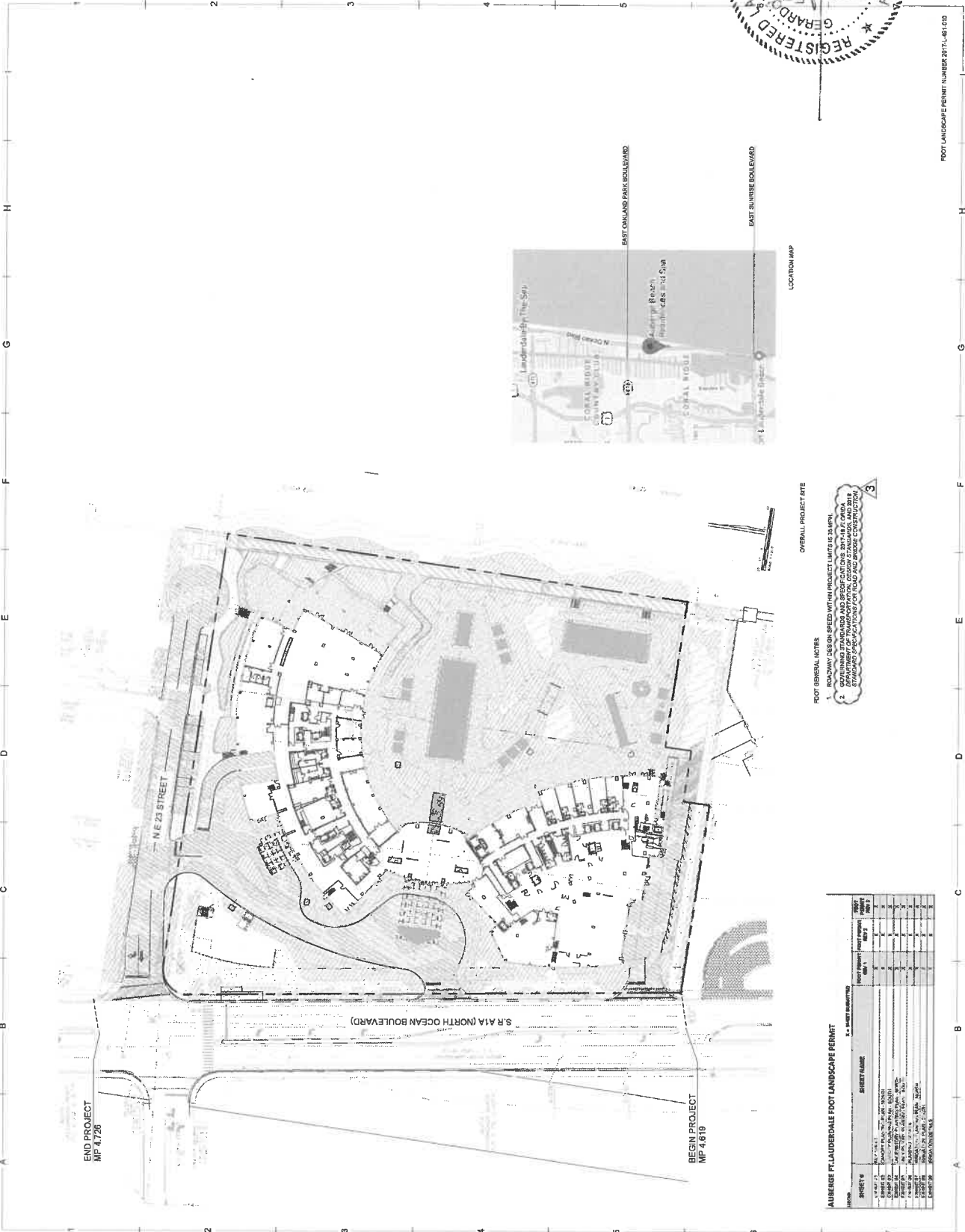
And

Nichols Brosch Wurst Wolfe
Diego Jose Vanderbiest, RLA
Sheets 7 – 9
Date: May 30, 2018



DATE: 02/25/2018

FOOT PERMIT NUMBER 2017-46150



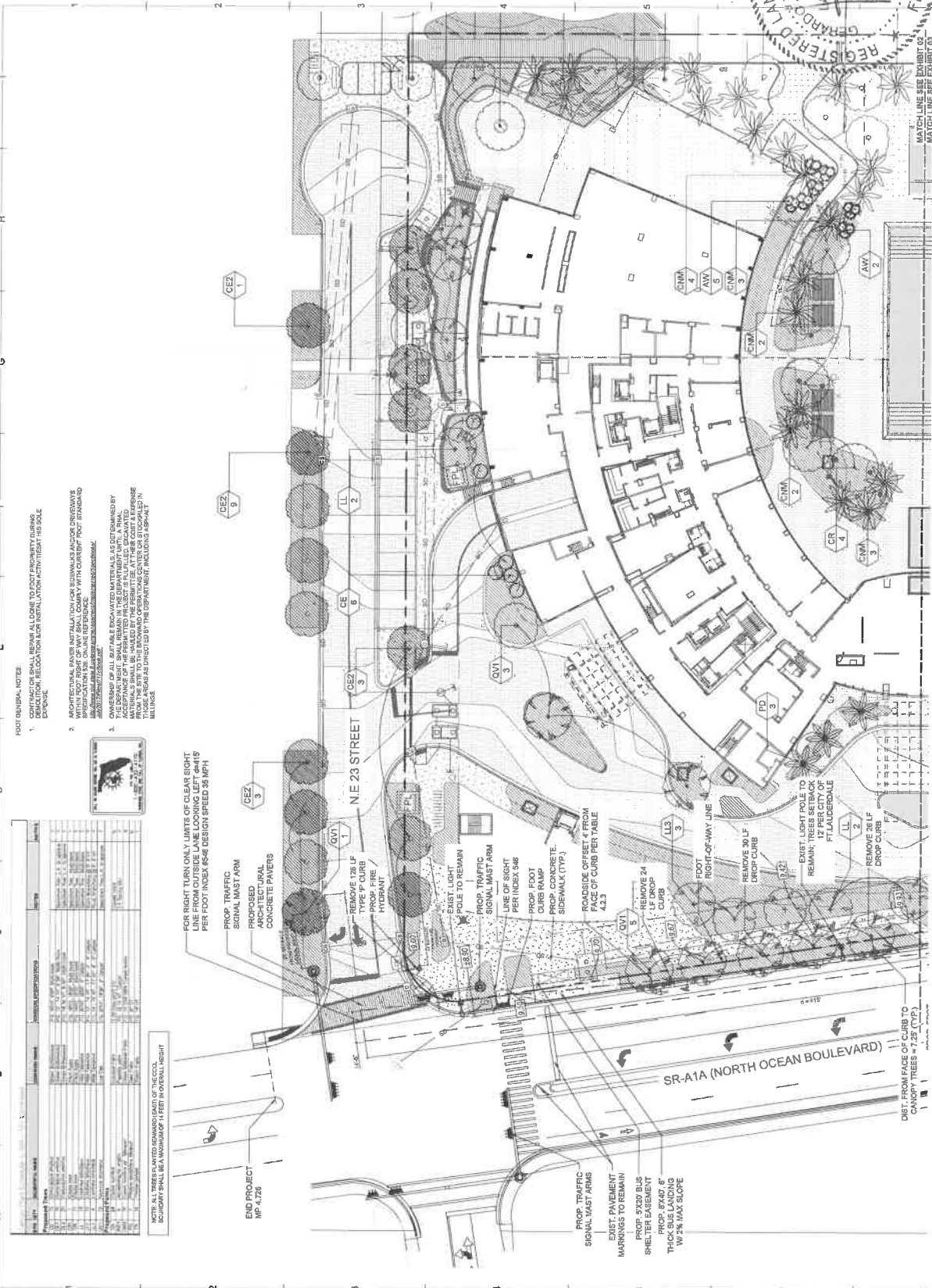
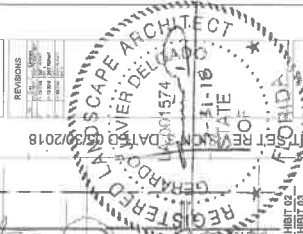
FOOT GENERAL NOTES

1. ROADWAY DESIGN SPEED WITHIN PROJECT LIMITS IS 34 MPH.
2. EXISTING STANDARDS AND SPECIFICATIONS 2017-18 FLORIDA STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES.
3. STANDARD SPECIFICATIONS FOR TOLLS AND BRIDGE CONSTRUCTION.

OVERALL PROJECT SITE

AUBERGE FT LAUDERDALE FOOT LANDSCAPE PERMIT

SHEET #	SHEET NAME	FOOT PERMIT	DATE
1	FOOT PERMIT	2017-46150	02/25/2018
2	FOOT PERMIT	2017-46150	02/25/2018
3	FOOT PERMIT	2017-46150	02/25/2018
4	FOOT PERMIT	2017-46150	02/25/2018
5	FOOT PERMIT	2017-46150	02/25/2018
6	FOOT PERMIT	2017-46150	02/25/2018
7	FOOT PERMIT	2017-46150	02/25/2018

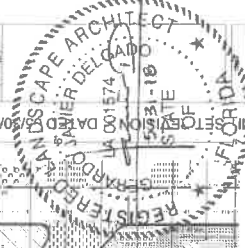


- POST GENERAL NOTES**
1. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS TO POST PROPERTY DURING DEMOLITION, RELOCATION AND/OR INSTALLATION ACTIVITIES. THIS SCALE EXPANDED.
 2. EXISTING UTILITIES SHOWN FOR INFORMATION ONLY. CONTRACTOR SHALL VERIFY ALL UTILITIES WITHIN FOOTPRINT OF ANY NEW CONSTRUCTION WITH LOCAL AND STATE AGENCIES. VERIFY ALL UTILITIES WITHIN FOOTPRINT OF ANY NEW CONSTRUCTION WITH LOCAL AND STATE AGENCIES. VERIFY ALL UTILITIES WITHIN FOOTPRINT OF ANY NEW CONSTRUCTION WITH LOCAL AND STATE AGENCIES.
 3. OWNERSHIP OF ALL EXISTING MATERIALS AND/OR STRUCTURES IS NOT GUARANTEED BY THIS PLAN. CONTRACTOR SHALL VERIFY ALL MATERIALS AND/OR STRUCTURES WITH LOCAL AND STATE AGENCIES. VERIFY ALL MATERIALS AND/OR STRUCTURES WITH LOCAL AND STATE AGENCIES. VERIFY ALL MATERIALS AND/OR STRUCTURES WITH LOCAL AND STATE AGENCIES.

NO.	REVISION	DATE	BY	CHKD.	APP'D.
1	ISSUED FOR PERMIT	11/18/2018	NW	NW	NW
2	REVISION	11/18/2018	NW	NW	NW
3	REVISION	11/18/2018	NW	NW	NW
4	REVISION	11/18/2018	NW	NW	NW
5	REVISION	11/18/2018	NW	NW	NW
6	REVISION	11/18/2018	NW	NW	NW
7	REVISION	11/18/2018	NW	NW	NW
8	REVISION	11/18/2018	NW	NW	NW
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32	REVISION	11/18/2018	NW	NW	NW
33	REVISION	11/18/2018	NW	NW	NW
34	REVISION	11/18/2018	NW	NW	NW
35	REVISION	11/18/2018	NW	NW	NW
36	REVISION	11/18/2018	NW	NW	NW
37	REVISION	11/18/2018	NW	NW	NW
38	REVISION	11/18/2018	NW	NW	NW
39	REVISION	11/18/2018	NW	NW	NW
40	REVISION	11/18/2018	NW	NW	NW
41	REVISION	11/18/2018	NW	NW	NW
42	REVISION	11/18/2018	NW	NW	NW
43	REVISION	11/18/2018	NW	NW	NW
44	REVISION	11/18/2018	NW	NW	NW
45	REVISION	11/18/2018	NW	NW	NW
46	REVISION	11/18/2018	NW	NW	NW
47	REVISION	11/18/2018	NW	NW	NW
48	REVISION	11/18/2018	NW	NW	NW
49	REVISION	11/18/2018	NW	NW	NW
50	REVISION	11/18/2018	NW	NW	NW
51	REVISION	11/18/2018	NW	NW	NW
52	REVISION	11/18/2018	NW	NW	NW
53	REVISION	11/18/2018	NW	NW	NW
54	REVISION	11/18/2018	NW	NW	NW
55	REVISION	11/18/2018	NW	NW	NW
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57	REVISION	11/18/2018	NW	NW	NW
58	REVISION	11/18/2018	NW	NW	NW
59	REVISION	11/18/2018	NW	NW	NW
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63	REVISION	11/18/2018	NW	NW	NW
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73	REVISION	11/18/2018	NW	NW	NW
74	REVISION	11/18/2018	NW	NW	NW
75	REVISION	11/18/2018	NW	NW	NW
76	REVISION	11/18/2018	NW	NW	NW
77	REVISION	11/18/2018	NW	NW	NW
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95	REVISION	11/18/2018	NW	NW	NW
96	REVISION	11/18/2018	NW	NW	NW
97	REVISION	11/18/2018	NW	NW	NW
98	REVISION	11/18/2018	NW	NW	NW
99	REVISION	11/18/2018	NW	NW	NW
100	REVISION	11/18/2018	NW	NW	NW

NOTE: ALL TREES PLANTED FORWARD (SOUTH) OF THE CCCL. SIGNATURE SHALL BE A MINIMUM OF 14 FEET TALL. HEIGHT

END PROJECT
MP 4.726



FOOT GENERAL NOTE

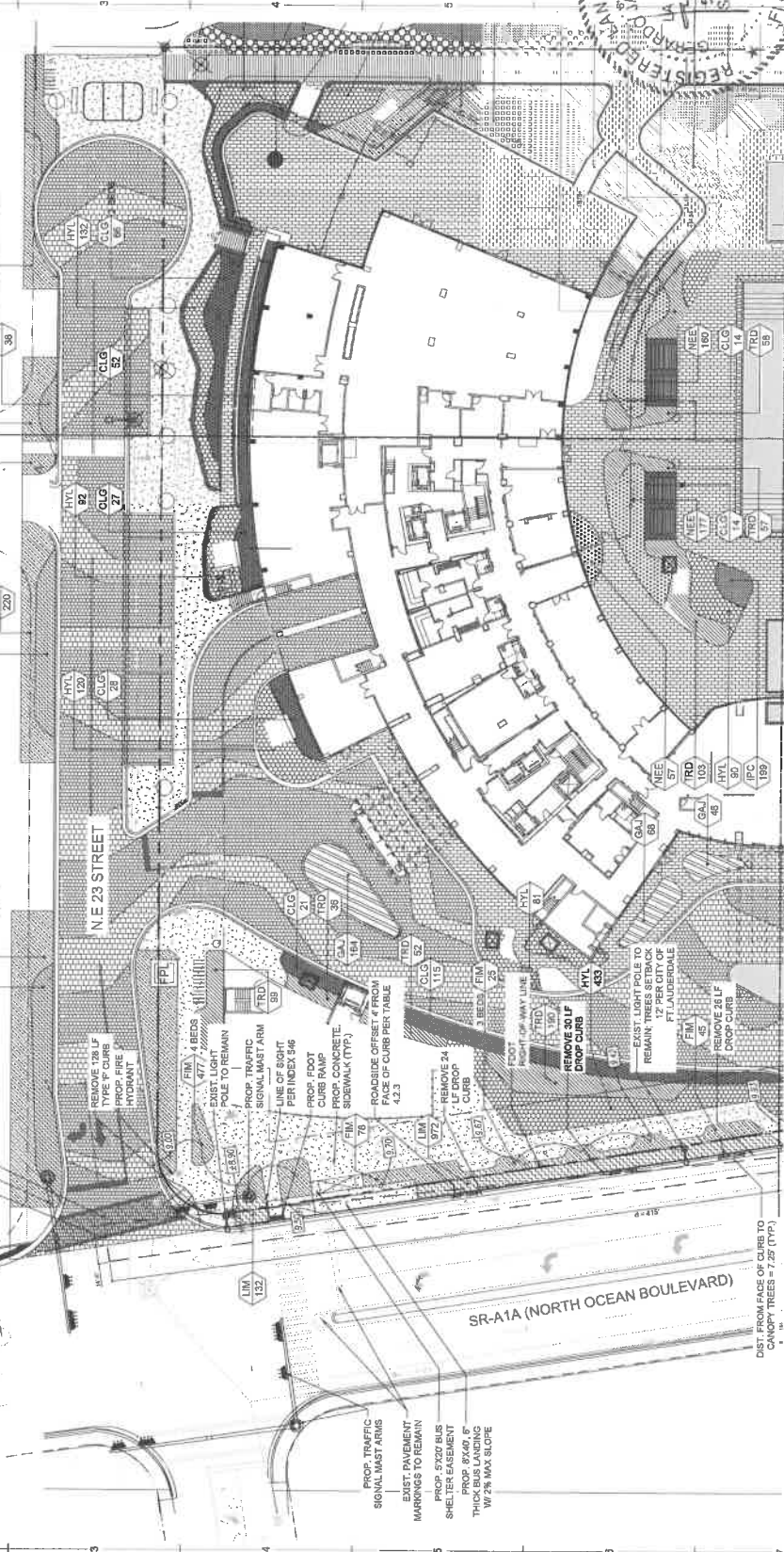
1. ALL MATERIALS SHALL BE SUBJECT TO FDOT PROPERTY INSPECTION. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS, 2018 EDITION, LATEST REVISIONS, AND ANY ADDENDUMS THEREOF.
2. ARCHITECTURAL PAVES INSTALLATION FOR SIDEWALKS AND/OR DRIVEWAYS SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS, 2018 EDITION, LATEST REVISIONS, AND ANY ADDENDUMS THEREOF. SPECIFICATION FOR ONLINE REFERENCE: <https://www.fdot.state.fl.us/Construction/Manuals/Specifications/2018%20Edition/2018%20Edition%20Specifications.pdf>
3. OWNERSHIP OF ALL SUITABLE EXCAVATED MATERIALS AS DETERMINED BY THE ENGINEER SHALL BE THE RESPONSIBILITY OF THE OWNER. MATERIALS SHALL BE Hauled BY THE PRIME CONTRACTOR AT THEIR COST & EXPENSE. THE PRIME CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. MATERIALS SHALL BE Hauled BY THE PRIME CONTRACTOR AT THEIR COST & EXPENSE. THE PRIME CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

Item No.	Description	Quantity	Unit	Material
1	Proposed Signal	1	Signal	Signal
2	Proposed Signal Mast Arm	1	Mast Arm	Mast Arm
3	Proposed Signal Head	1	Signal Head	Signal Head
4	Proposed Signal Housing	1	Signal Housing	Signal Housing
5	Proposed Signal Foundation	1	Signal Foundation	Signal Foundation
6	Proposed Signal Pole	1	Signal Pole	Signal Pole
7	Proposed Signal Base	1	Signal Base	Signal Base
8	Proposed Signal Bracket	1	Signal Bracket	Signal Bracket
9	Proposed Signal Mounting	1	Signal Mounting	Signal Mounting
10	Proposed Signal Hardware	1	Signal Hardware	Signal Hardware
11	Proposed Signal Cable	1	Signal Cable	Signal Cable
12	Proposed Signal Conduit	1	Signal Conduit	Signal Conduit
13	Proposed Signal Junction Box	1	Signal Junction Box	Signal Junction Box
14	Proposed Signal Transformer	1	Signal Transformer	Signal Transformer
15	Proposed Signal Controller	1	Signal Controller	Signal Controller
16	Proposed Signal Power Supply	1	Signal Power Supply	Signal Power Supply
17	Proposed Signal Backup Battery	1	Signal Backup Battery	Signal Backup Battery
18	Proposed Signal Enclosure	1	Signal Enclosure	Signal Enclosure
19	Proposed Signal Ventilation	1	Signal Ventilation	Signal Ventilation
20	Proposed Signal Sealing	1	Signal Sealing	Signal Sealing
21	Proposed Signal Gasketing	1	Signal Gasketing	Signal Gasketing
22	Proposed Signal Lubrication	1	Signal Lubrication	Signal Lubrication
23	Proposed Signal Maintenance	1	Signal Maintenance	Signal Maintenance
24	Proposed Signal Inspection	1	Signal Inspection	Signal Inspection
25	Proposed Signal Cleaning	1	Signal Cleaning	Signal Cleaning
26	Proposed Signal Painting	1	Signal Painting	Signal Painting
27	Proposed Signal Polishing	1	Signal Polishing	Signal Polishing
28	Proposed Signal Sharpening	1	Signal Sharpening	Signal Sharpening
29	Proposed Signal Grinding	1	Signal Grinding	Signal Grinding
30	Proposed Signal Drilling	1	Signal Drilling	Signal Drilling
31	Proposed Signal Boring	1	Signal Boring	Signal Boring
32	Proposed Signal Tapping	1	Signal Tapping	Signal Tapping
33	Proposed Signal threading	1	Signal Threading	Signal Threading
34	Proposed Signal Flaring	1	Signal Flaring	Signal Flaring
35	Proposed Signal Beaming	1	Signal Beaming	Signal Beaming
36	Proposed Signal Peening	1	Signal Peening	Signal Peening
37	Proposed Signal Hammering	1	Signal Hammering	Signal Hammering
38	Proposed Signal Punching	1	Signal Punching	Signal Punching
39	Proposed Signal Pricking	1	Signal Pricking	Signal Pricking
40	Proposed Signal Stamping	1	Signal Stamping	Signal Stamping
41	Proposed Signal Blanking	1	Signal Blanking	Signal Blanking
42	Proposed Signal Parting	1	Signal Parting	Signal Parting
43	Proposed Signal Turning	1	Signal Turning	Signal Turning
44	Proposed Signal Bore grinding	1	Signal Bore grinding	Signal Bore grinding
45	Proposed Signal Wheel grinding	1	Signal Wheel grinding	Signal Wheel grinding
46	Proposed Signal Flare grinding	1	Signal Flare grinding	Signal Flare grinding
47	Proposed Signal Chamfer grinding	1	Signal Chamfer grinding	Signal Chamfer grinding
48	Proposed Signal Edge grinding	1	Signal Edge grinding	Signal Edge grinding
49	Proposed Signal Surface grinding	1	Signal Surface grinding	Signal Surface grinding
50	Proposed Signal Center grinding	1	Signal Center grinding	Signal Center grinding
51	Proposed Signal End grinding	1	Signal End grinding	Signal End grinding
52	Proposed Signal Internal grinding	1	Signal Internal grinding	Signal Internal grinding
53	Proposed Signal External grinding	1	Signal External grinding	Signal External grinding
54	Proposed Signal Profile grinding	1	Signal Profile grinding	Signal Profile grinding
55	Proposed Signal Form grinding	1	Signal Form grinding	Signal Form grinding
56	Proposed Signal Cut grinding	1	Signal Cut grinding	Signal Cut grinding
57	Proposed Signal Drill grinding	1	Signal Drill grinding	Signal Drill grinding
58	Proposed Signal Ream grinding	1	Signal Ream grinding	Signal Ream grinding
59	Proposed Signal Tap grinding	1	Signal Tap grinding	Signal Tap grinding
60	Proposed Signal Die grinding	1	Signal Die grinding	Signal Die grinding
61	Proposed Signal Bore grinding	1	Signal Bore grinding	Signal Bore grinding
62	Proposed Signal Wheel grinding	1	Signal Wheel grinding	Signal Wheel grinding
63	Proposed Signal Flare grinding	1	Signal Flare grinding	Signal Flare grinding
64	Proposed Signal Chamfer grinding	1	Signal Chamfer grinding	Signal Chamfer grinding
65	Proposed Signal Edge grinding	1	Signal Edge grinding	Signal Edge grinding
66	Proposed Signal Surface grinding	1	Signal Surface grinding	Signal Surface grinding
67	Proposed Signal Center grinding	1	Signal Center grinding	Signal Center grinding
68	Proposed Signal End grinding	1	Signal End grinding	Signal End grinding
69	Proposed Signal Internal grinding	1	Signal Internal grinding	Signal Internal grinding
70	Proposed Signal External grinding	1	Signal External grinding	Signal External grinding
71	Proposed Signal Profile grinding	1	Signal Profile grinding	Signal Profile grinding
72	Proposed Signal Form grinding	1	Signal Form grinding	Signal Form grinding
73	Proposed Signal Cut grinding	1	Signal Cut grinding	Signal Cut grinding
74	Proposed Signal Drill grinding	1	Signal Drill grinding	Signal Drill grinding
75	Proposed Signal Ream grinding	1	Signal Ream grinding	Signal Ream grinding
76	Proposed Signal Tap grinding	1	Signal Tap grinding	Signal Tap grinding
77	Proposed Signal Die grinding	1	Signal Die grinding	Signal Die grinding
78	Proposed Signal Bore grinding	1	Signal Bore grinding	Signal Bore grinding
79	Proposed Signal Wheel grinding	1	Signal Wheel grinding	Signal Wheel grinding
80	Proposed Signal Flare grinding	1	Signal Flare grinding	Signal Flare grinding
81	Proposed Signal Chamfer grinding	1	Signal Chamfer grinding	Signal Chamfer grinding
82	Proposed Signal Edge grinding	1	Signal Edge grinding	Signal Edge grinding
83	Proposed Signal Surface grinding	1	Signal Surface grinding	Signal Surface grinding
84	Proposed Signal Center grinding	1	Signal Center grinding	Signal Center grinding
85	Proposed Signal End grinding	1	Signal End grinding	Signal End grinding
86	Proposed Signal Internal grinding	1	Signal Internal grinding	Signal Internal grinding
87	Proposed Signal External grinding	1	Signal External grinding	Signal External grinding
88	Proposed Signal Profile grinding	1	Signal Profile grinding	Signal Profile grinding
89	Proposed Signal Form grinding	1	Signal Form grinding	Signal Form grinding
90	Proposed Signal Cut grinding	1	Signal Cut grinding	Signal Cut grinding
91	Proposed Signal Drill grinding	1	Signal Drill grinding	Signal Drill grinding
92	Proposed Signal Ream grinding	1	Signal Ream grinding	Signal Ream grinding
93	Proposed Signal Tap grinding	1	Signal Tap grinding	Signal Tap grinding
94	Proposed Signal Die grinding	1	Signal Die grinding	Signal Die grinding
95	Proposed Signal Bore grinding	1	Signal Bore grinding	Signal Bore grinding
96	Proposed Signal Wheel grinding	1	Signal Wheel grinding	Signal Wheel grinding
97	Proposed Signal Flare grinding	1	Signal Flare grinding	Signal Flare grinding
98	Proposed Signal Chamfer grinding	1	Signal Chamfer grinding	Signal Chamfer grinding
99	Proposed Signal Edge grinding	1	Signal Edge grinding	Signal Edge grinding
100	Proposed Signal Surface grinding	1	Signal Surface grinding	Signal Surface grinding

FOR RIGHT TURN ONLY LIMITS OF CLEAR SIGHT
LINE FROM OUTSIDE LANE LOOKING LEFT 8-415
PER FOOT INDEX #546 DESIGN SPEED 35 MPH

PROP. TRAFFIC
SIGNAL MAST ARM
PROPOSED
ARCHITECTURAL
CONCRETE PAVERS

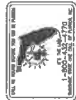
END PROJECT
MP 4.726



DIST. FROM FACE OF CURB TO
CANOPY TREES = 7.25' (TYP.)

FOOT GENERAL NOTES:

1. CONTRACTOR SHALL REMAIN ALL NIGHT TO PROTECT PROPERTY DURING DEMOLITION, RELOCATION AND INSTALLATION ACTIVITIES AT HIS SOLE EXPENSE.
2. ARCHITECTURAL PAPER INSTALLATION FOR SIGNALLING AND/OR PEDESTRIAN PROTECTION SHALL BE COMPLETED BY THE CONTRACTOR WITHIN 10 DAYS OF THE PROJECT START DATE. ONLINE INITIAL COPY WITH CURRENT PROJECT STANDARD SHALL BE SUBMITTED TO THE PROJECT MANAGER FOR REVIEW AND APPROVAL. *http://www.trafficlights.com*
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY MATERIALS OBTAINED BY THE DEPARTMENT OF THE PERMITTED PROJECT IS FULLY ELICITED, EVALUATED AND APPROVED BY THE PROJECT MANAGER. ANY MATERIALS OBTAINED FROM THE SITE TO THE BROWNE OPERATIONS CENTER OR STOCKPILLED SHALL BE DISPOSED BY THE DEPARTMENT, INCLUDING ANY VALUABLES.



104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557
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SR-A1A (NORTH OCEAN BOULEVARD)

EXIST. LIGHT POLE
TO REMAIN; TREES
SETBACK 12' PER
CITY OF
ET LAUDERDALE

CODE	PAVEMENT	TYPE
1	ASPHALT	CONCRETE
2	ASPHALT	CONCRETE
3	ASPHALT	CONCRETE
4	ASPHALT	CONCRETE
5	ASPHALT	CONCRETE
6	ASPHALT	CONCRETE
7	ASPHALT	CONCRETE
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99	ASPHALT	CONCRETE
100	ASPHALT	CONCRETE

FDOT

OF WAY

ARCHITECTURAL

BEGIN PROJECT

—

10

100

1



FOOT PLANTING NOTES:

1. FOR THE PORTION OF THE LANDSCAPE PLANT MATERIAL INSTALLED WITHIN THE FOOT RIGHT OF WAY LANDSCAPE INSTALLATION SHALL COMPLY WITH CURRENT TROT MAINTENANCE SPECIFICATIONS §92-1
2. FOR THE PORTION OF THE LANDSCAPE INSTALLED WITHIN THE FOOT RIGHT-OF-WAY REFER TO TROTTMAN STREET LANDSCAPE INSTALLATION
3. ALL LANDSCAPE MATERIALS INCLUDING MULCH IS PERMITTED TO BE USED IF IT IS AN UNKNOWN MULCH CONTAINING NO CYPRUS PRODUCTS RECYCLED MULCH OR APPROVED EQUAL CERTIFIED BY THE MICH AND SOIL COUNCIL. (MISO, SUBMIT PROOF OF CERTIFICATION TO THE DISTRICT OFFICE) PERMIT LANDSCAPE INSTALLATION UPON INSPECTION.

FOOT GENERAL NOTES:

1. CONTRACTOR SHALL REPAIR ALL DAMAGE TO FOOT PROPERTY DURING DEMOLITION, RELOCATION AND INSTALLATION ACTIVITIES AT HIS SOLE

ARCHITECTURAL PAVEN INSTALLATION FOR SIDEWALKS AND/OR DRIVEWAYS WITHIN FOOT RIGHT OF WAY SHALL COMPLY WITH CURRENT FOOT STANDARD SPECIFICATION E.A. 0112 OF THE DISTRICT.

OWNERSHIP OF ALL SUITABLE EXCAVATED MATERIALS, AS DETERMINED BY THE DEPARTMENT, SHALL REMAIN IN THE DEPARTMENT UNTIL A FINAL ACCEPTANCE OF THE REPUTED PROJECT IS FILED. EXCAVATED MATERIALS SHALL BE Hauled BY THE PERMITTEE, AT THEIR COST & EXPENSE FROM THE SITE TO THE BROWARD OPERATIONS CENTER OR STOCKPILED IN

NOTE: RIGHT OF WAY HAS 100% FINANCIAL COVERAGE

