Prepared by and record and return to:

Kerry E. Rosenthal, Esq.
Rosenthal Rosenthal Rasco LLC
20900 N.E. 30'h Avenue, Suite 600
Aventura, Florida 33180

ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT

THIS ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT ("Assumption Agreement") is entered into this 30 day of ~~April,~~ MAY 2019, by and between:

CROWN LIQUORS OF BROWARD, INC., a Florida corporation, whose principal address is 1015 NW 9TH Avenue, Fort Lauderdale, Florida 33311 ("OWNER"), **CIRCLE K STORES INC.**, a Texas corporation authorized to transact business in the State of Florida, whose principal address is 12911 N. Telecom Parkway, Tampa Florida 33637, ("TENANT"), jointly and severally, (collectively, "OWNER and TENANT"),

and

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

RECITALS

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

WHEREAS, the Property is located on the north side of State Road 838 also known as Sunrise Boulevard (hereinafter referred to as "Sunrise Boulevard"), and the west side of State Road 845 also known as Powerline Road (hereinafter referred to as "Powerline Road") both being rights- of-way which are under the jurisdiction of the State of Florida Department of Transportation ("FDOT");

WHEREAS, certain landscape improvements are proposed to be installed in the right-of-way of both Sunrise Boulevard and Powerline Road consisting of landscaping("Landscape Improvements"); and

WHEREAS, the Landscape Improvements are proposed to be installed on the north side of the Sunrise Boulevard right-of-way (between Mile Post 6.996 to Mile Post 7.051) and the west side of the Powerline Road right-of-way (between Mile Post 0.000 to Mile Post 0.062) (collectively, the "Improvement Area"); and

WHEREAS, in order to permit the Landscape Improvements to be constructed in the FDOT right-of-way, FDOT requires the City to enter into an agreement entitled "District Four (4) Amendment Number Three (3) To State of Florida Department of Transportation Landscape Maintenance Memorandum of Agreement" (the "Agreement") which is attached hereto and incorporated herein as **Exhibit "B"**; and

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

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

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

WHEREAS, OWNER and TENANT shall be jointly & severally obligated to the terms of this agreement; and

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

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

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

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

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

Day(s). In computing any period of time expressed in day(s) in this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a

Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

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

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

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

4. Indemnification and Hold Harmless.

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

OWNER and TENANT, is included in the indemnity.

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

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

6. Removal of Improvements and Restoration of Improvement Area.

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

(b). In the event OWNER and TENANT fail to remove the Landscape Improvements and CITY finds it necessary to remove the Landscape Improvements in accordance with the foregoing, then the total expense incurred by the CITY in removing the Landscape Improvements and the reasonable administrative costs associated therewith shall be considered a special assessment and lien upon the Property. OWNER and TENANT consent to and grant the City the right to place a lien on the Property. OWNER and TENANT shall have sixty (60) days from the date of the statement of the total expenses incurred by the CITY and the administrative costs associated therewith within which to pay or contest to the CITY the full amount due. Failure to timely pay the amount due or serve upon the CITY Manager a written letter contesting the statement of assessed expenses and administrative costs after an adequate review of no less than sixty (60) days will result in the matter being scheduled before the CITY Commission for consideration of and adoption of a Resolution assessing against the Property the expenses and administrative costs associated with the CITY's removal of the Improvements. The Resolution may also impose a special assessment

lien against the Property for the expenses and costs so assessed. A Notice of the Special Assessment assessed by the CITY Commission for the unpaid expenses and costs as stated above shall be recorded with the CITY Clerk and in the Public Records of Broward County, Florida. The assessed expenses and costs and the lien provided for herein may be foreclosed in the manner provided by law. Any lien filed pursuant to this Agreement shall be subordinate to any mortgages/construction financing obtained for any portion of the Project, whether the mortgage/construction financing obtained before or after the Claim of Lien is recorded.

7. **Event of Default; Remedy.** In the event the OWNER and TENANT fail to perform or violate any of the terms or conditions of the Agreement or this Assumption Agreement or is in breach or default in any term or condition thereof, the City shall notify OWNER and TENANT of the specific failure or violation of this Assumption Agreement or the Agreement in writing and OWNER and TENANT shall thereafter have a period of thirty (30) days to cure any such failure or violation to the City's reasonable satisfaction (an "Event of Default"). Upon an Event of Default, the City has the right 1) to take any equitable action to enforce the terms and conditions of the Agreement or this Assumption Agreement, it being stipulated by the parties that since the Agreement and this Assumption Agreement 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 or this Assumption Agreement constitutes an irreparable injury to the public and CITY for which there is no adequate remedy at law or 2) take such curative action that was required to be taken by the OWNER and TENANT under the Agreement and the cost and expense incurred in CITY's curative actions shall be passed on to and owed by OWNER and TENANT, in which case OWNER and TENANT shall be liable for payment to CITY for all reasonable and necessary costs and expenses incurred by CITY in connection with the performance of the action or actions associated with the Landscape Improvements. OWNER and TENANT shall reimburse CITY within thirty (30) days following written demand for payment thereof. Interest shall accrue on the unpaid amount at the rate of twelve percent (12%) per annum simple interest but in no event shall interest exceed the highest amount allowed by Florida law. If a dispute arises as to the need for, or amount due to the CITY for repairs or maintenance undertaken by CITY in accordance with the Agreement or Assumption Agreement, and such dispute is not resolved within thirty days (30) days after the date that CITY makes the written demand for payment, OWNER and TENANT shall pay to CITY the undisputed amount and shall provide CITY with a bond or other security acceptable to CITY for the disputed amount pending a resolution of the dispute by negotiation or litigation. If OWNER and TENANT do 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 OWNER's and TENANT's failure to pay the fines owed or reimburse CITY for

curative actions taken by CITY. CITY shall have all other rights and remedies granted to it at law or in equity for OWNER's and TENANT's failure to pay the fines owed or reimburse CITY for curative actions taken by CITY. The remedies found within this Section are cumulative. The exercise of one does not preclude the exercise of any other remedy.

8. Emergencies. If an emergency situation arises with respect to the Agreement or the Assumption Agreement where the Improvement Area or any condition thereof presents an imminent threat to the health or safety of Persons or property, the CITY shall make reasonable efforts to provide telephone and fax or email notice to OWNER's and TENANT's Contact Persons. If following that notice, OWNER and TENANT fail to take timely action to correct the emergency situation, and allowing the emergency situation to continue would pose an imminent threat to health or safety to Persons or property, CITY may undertake such limited actions as are necessary to eliminate the emergency; and CITY shall be entitled to recover its reasonable costs of cure or resolve the emergency from OWNER and TENANT in accordance with provisions hereof. For the purposes of this Paragraph, OWNER's and TENANT's Contact Persons shall be Rosenthal Rosenthal Rasco, Attention: Kerry E. Rosenthal, Esquire, telephone number (305) 937-0300; and e-mail address:KER@RRRLAW.com, as to OWNER and RealtyMasters, Attention: Barry Rosayn; telephone number (954) 727- 9000; and e-mail address: brosayn@realtymasters.cc., as to OWNER and CIRCLE K. STORES INC., Real Estate Department c/o RoseAnn Hammock, Real Estate Property Manager; telephone number (813) 910-6885 and e-mail address rhammoc@circlek.com, as to TENANT. In the event the OWNER's and TENANT's Contact Persons or any other information pertaining to the OWNER's and TENANT's Contact Persons 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 Landscape Improvements cause(s) any damage whatsoever to any other public property, then OWNER and TENANT shall be responsible for the cost of repair and shall, at CITY's option, make said repairs, subject to CITY's reasonable satisfaction.

10. Notices.

(a) Except as provided in subparagraph (c) below, whenever it is provided herein that notice, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other, or either of the parties shall desire to give or serve upon the other any notice, demand, request or other communication with respect hereto or with respect to any matter set forth in the Agreement or this Assumption Agreement, each such notice, demand, request or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be given by hand delivery, or by a nationally recognized overnight courier, or by mailing the same by registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the address set forth below, or at such other address or addresses and to such other person or firm as OWNER and TENANT 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, Florida
33301

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

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

AS TO OWNER:

CROWN LIQUORS OF BROWARD, INC.
ATTN: Paul Kassal - CEO
1015 NW 9th Avenue
Fort Lauderdale, Florida 33311

AS TO TENANT:

CIRCLE K STORES INC.
ATTN: James W. Hollis Jr., Senior Managing Counsel
19500 Bulverde Road, Suite 100
San Antonio, Texas 78259

With a copy to:
CIRCLE K STORES INC.
ATTN: Real Estate Department
12911 N Telecom Parkway
Tampa, Florida 33637

(c) As to activities under Paragraph 8, Emergencies, notice need not be given in

accordance with subparagraph (a) above, but notice shall be sufficient if given to the Contact Person pursuant to Paragraph 8, Emergencies.

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

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

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

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

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

16. Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under

this Assumption Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based on this Agreement. Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

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

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

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

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

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

22. Recording. This Assumption Agreement shall be recorded in the Public Records of Broward County, Florida, the costs of which shall be borne by OWNER and TENANT. OWNER and TENANT 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 Landscape Improvements, by operation of law or in accordance with the terms of the Agreement, or is terminated by a court order or mutual agreement between OWNER and TENANT, FDOT and CITY and no obligations lying thereunder survive such termination.

24. Assignment. OWNER and TENANT 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 and TENANT 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. OWNER and TENANT shall comply with the City's codes, ordinances and regulations with respect to installation and construction of the Landscape Improvements. OWNER and TENANT shall construct operate and maintain the Landscape Improvements in compliance with all health, sanitary, fire, zoning and building code requirements and any other governing authority with jurisdiction over the Improvement Area and Improvements.

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

(SIGNATURES TO FOLLOW)

IN WITNESS WHEREOF, the undersigned parties hereby warrant that they are authorized to enter into this Assumption Agreement.

Witnesses:

(Witness #1 Signature)

(Print Name)

(Witness #2 Signature)

(Print Name)

OWNER:

CROWN LIQUORS OF BROWARD, INC., a Florida Corporation

By: _____

Print Name: Paul B Kassal

Title: CEO

ACKNOWLEDGEMENT

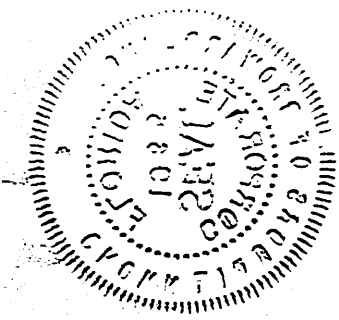
STATE OF FLORIDA)
)SS
COUNTY OF BROWARD)

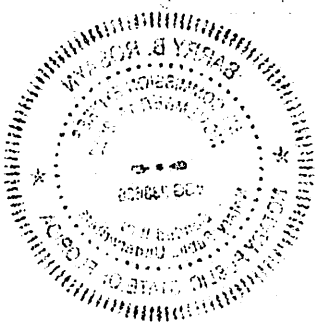
The foregoing instrument was acknowledged before me this 24th day of APRIL, 2019, by PAUL B KASSAL, as CEO of CROWN LIQUORS OF BROWARD, INC., a Florida Corporation, who is known to me or who has produced _____, as identification.

My Commission Expires:
11-15-22

NOTARY PUBLIC
Type or Print Name: BARRY B. ROSAYN

BARRY B. ROSAYN
MY COMMISSION EXPIRES
NOVEMBER 15, 2022
#GG 238636
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA





IN WITNESS WHEREOF, the undersigned parties hereby warrant that they are authorized to enter into this Assumption Agreement.

Witnesses:

(Witness #1 Signature)

Anne Polo
(Print Name)

(Witness #2 Signature)

(Print Name)

TENANT:

CIRCLE K STORES INC., a Texas corporation authorized to transact business in the State of Florida

By:

Print Name: Edward F Giunta II

Title: Assistant Secretary

ACKNOWLEDGEMENT

STATE OF Florida)
)SS
COUNTY OF Hillsborough)

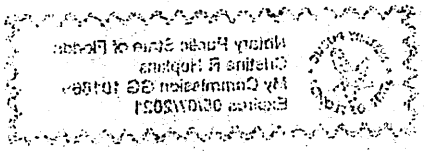
The foregoing instrument was acknowledged before me this 25th day of April, 2019 by Edward F Giunta II as Assist. Secretary of CIRCLE K STORES INC., a Texas corporation authorized to transact business in the State of Florida, who is known to me or who has produced _____, as identification.

My Commission Expires:

NOTARY PUBLIC
Type or Print Name:

Notary Public State of Florida
Cristina R Hopkins
My Commission GG 101869
Expires 05/07/2021

Edward F Giunta II



AS TO CITY:

WITNESSES:

Mary J. Matthews

Mary J. Matthews

[Witness type or print name]

_____

_____

[Witness type or print name]

CITY OF FORT LAUDERDALE

By_____

Christopher J. Lagerbloom, City Manager

ATTEST:

_____

Jeffrey A. Modarelli, City Clerk

(CORPORATE SEAL)

Approved as to form:
Alain Boileau, City Attorney

By: _____

Print Name: Kimberly Cunningham Mosley
Title: Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 14 day of May, 2019, by Chris Lagerbloom, 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.

(SEAL)

NOTARY PUBLIC STATE OF FLORIDA
GINA RIZZUTI-SMITH
MY COMMISSION # GG 083510
EXPIRES: March 15, 2021
Bonded Thru Budget Notary Services

_____

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

Gina Rizzuti-Smith

Name of Notary Typed, Printed or Stamped

My Commission Expires: March 15, 2021

GINA RIZZUTI-SMITH
MY COMMISSION # GG 050910
EXPIRES: March 16, 2021
Bonded Thru Budget Notary Services

Legal Description

PARCEL 2
Parcel "A", and Parcel "B", of RESUBDIVISION OF LOTS 1, 2, 10, 11 AND 12, Block 155 CHATEAU PARK SECTION B, according to the Plat thereof, recorded in Plat Book 63, Page 36, of the Public Records of Broward County, Florida:

TOGETHER WITH:

A portion of Northwest 10th Place (Now Vacated per Ordinance C-96-1 per Official Records Book 24493, Page 114 and in Official Records Book 24508, Page 146, Broward County Records) as shown on the Plat of RESUBDIVISION, Tract B, LAUDERDALE MANORS ADDITION, according to the Plat thereof, as recorded in Plat Book 44, Page 41, of the Public Records of Broward County, Florida, and as shown on the Plat of RESUBDIVISION OF LOTS 1, 2, 10, 11 AND 12, BLOCK 155, CHATEAU PARK SECTION B, according to the Plat thereof recorded in Plat Book 63, Page 36, of the Public Records of Broward County, Florida, more fully described as follows:

Beginning at the most Easterly South corner of Tract "A", of said RESUBDIVISION, TRACT B, LAUDERDALE MANORS ADDITION; thence South 88°10'51" West, on the Southerly line of said Tract "A", a distance of 201.20 feet to a point on a curve; thence Southeasterly through Southwesterly on a curve to the right, whose tangent bears South 34°05'38" East, with a radius of 50.00 feet and a central angle of 92°11'52"; an arc distance of 80.46 feet; thence North 88°10'51" East on the South line of said vacated NW 10th Place, a distance of 193.98 feet; thence Southeasterly on the said North line of Parcel "A", and on a curve to the right with a radius of 25.00 feet and a central angle of 89°41'44", an arc distance of 39.14 feet to a point of curve; thence North 02°07'25" West, on the Northerly extension of the East line of said Parcel "A", a distance of 94.87 feet to the Point of Beginning.

TOGETHER WITH:
Lots 3, 4, 5, 6, 7, 8 and 9, Block 155 of CHATEAU PARK SECTION B, according to the Plat thereof as recorded in Plat Book 9, Page 68, of the Public Records of Broward County, Florida; less the right-of-way for Sunrise Boulevard.

ALL LESS (SIGN PARCEL):
A portion of Parcel "A", RESUBDIVISION OF LOTS 1, 2, 10, 11 AND 12, BLOCK 155, CHATEAU PARK SECTION "B", according to the plat thereof, as recorded in Plat Book 63, Page 36, of the Public Records of Broward County, Florida, more fully described as follows:

Commencing at the most East, Southeast corner of said Parcel "A", being a point of curve; thence Southerly on the Southeast line of said Parcel "A", and on said curve to the right, whose radius point bears South 87°52'35" West, with a radius of 35.00 feet, a central angle of 09°24'21", an arc distance of 5.75 feet to the Point Of Beginning; thence continuing Southerly on said Southeasterly line and on said curve to the right, with a radius of 35.00 feet, a central angle of 17°16'58", an arc distance of 10.56 feet; thence South 87°52'35" West, a distance of 4.28 feet; thence North 02°07'25" West, a distance of 10.00 feet; thence North 87°52'35" East, a distance of 7.54 feet to the Point Of Beginning.

All of said lands situate lying and being in the City of Fort Lauderdale, Broward County, Florida and containing 55,762 square feet or 1.2801 acres, more or less.

Exhibit "A" (2 of 4)

ALTA/NSPS LAND TITLE SURVEY

PARCEL "A" & "B", RESUBDIVISION OF LOTS 1, 2, 10 & 11, & LOTS 3, 4, 5, 6, 7, 8 & 9, BLOCK 155, CHATEAU PARK, SECTION "B" PLAT BOOK 9, PAGE 68, B.C.R.

prepared by
McLAUGHLIN ENGINEERING COMPANY (LB#285)
1700 N.W. 64th STREET, SUITE 400
FORT LAUDERDALE, FLORIDA, 33309
PHONE: (954) 783-7611 FAX: (954) 783-7615

GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.

Title Notes:

This survey reflects any easements, road reservations or rights-of-way of record effecting this property per Chicago Title Insurance Company Order No. 3997420, effective date September 08, 2016 at 8:00 AM as to Parcel (2)

5.) Matters per Plat Book 9, page 68, Broward County Records and O.R. Book 24493, Page 114, Broward County Records and O.R. Book 24508, Page 148, Broward County Records, affect this property and as shown.
6.) Matters per Plat Book 63, Page 36, Broward County Records and O.R. Book 24493, Page 114, and O.R. Book 24508, Page 148, Broward County Records, affect this property and as shown.
7.) Matters per Plat Book 44, Page 41, Broward County Records and O.R. Book 24493, Page 114, Broward County Records and O.R. Book 24508, Page 148, Broward County Records, affect this property and as shown
8.) Easements per O.R. Book 24493, Page 114, Broward County Records and O.R. Book 24508, Page 148, Broward County Records, affect this property as shown.
9.) Easements per O.R. Book 3347, Page 263, Broward County Records, does not affect this parcel.
10.) Easements per O.R. Book 1161, Page 488, Broward County Records and O.R. Book 14798, Page 124 Broward County Records, and O.R. Book 28483, Page 750, Broward County Records, does not affect this property
11.) Easements per O.R. Book 8348, Page 918 Broward County Records, does not affect this property
12.) Agreement per O.R. Book 7781, Page 262 Broward County Records, affects this property, nothing plottable
13.) Order per O.R. Book 13933, Page 828, Broward County Records, affects this property
14.) Agreement per O.R. Book 15075, Page 372, Broward County Records, affects this property
15.) Agreement per O.R. 16653, Page 284, B.C.R.
16) Lease per O.R. Book 25741, Page 619 of the Public Records of Broward County, Florida and Subsequent Assignment affects this property
17) Lease per O.R. Book 29011, Page 328 of the Public Records of Broward County, Florida and Subsequent Assignments does not affect this property
18) Matters per O.R. Book 46446, Page 1540 of the Public Records of Broward County, Florida are not survey matters.
19) Matters per O.R. Book 51306, Page 863 of the Public Records of Broward County, Florida are not survey matters.

TREE LEGEND:

INDICATES DIAMETER± (D.B.H.)

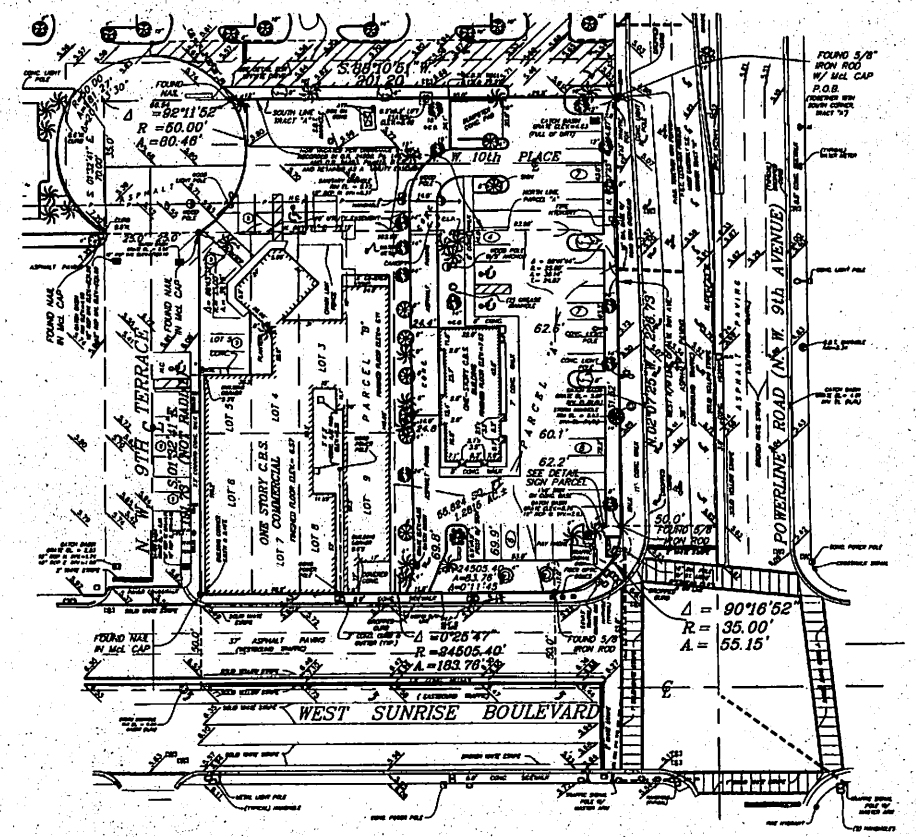
- BLACK OLIVE
- GUMBO LIMBO
- MAHOGANY
- OAK TREE
- PALM TREE
- ROYAL POINCIANA
- TABABUIA
- UNKNOWN TREE

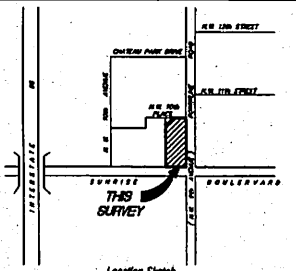
NOTES:

1) This survey reflects all easements and rights-of-way as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.
2) Underground improvements if any not located.
3) This drawing is not valid unless sealed with an embossed surveyors seal.
4) Boundary survey information does not infer title or ownership.
5) All iron rods 5/8", unless otherwise noted
6) Reference Bench Mark: N.W. bolt of the hydrant at Chateau Park Dr. & N.W. 9th Ave. Elevation = 8.103(NGVD 29) or 8.500(NAVD 88)
7) Elevations shown refer to North American Vertical Datum (1988) and are indicated thus: 5.43 (Elev = 5.43)
8) This property lies in Flood Zone "X", 0.2% Annual Chance Of Flood Hazard, Per Flood Insurance Rate Map No. 12011C0539 H, Dated August 18, 2014 Community Panel No. 125105.
9) Bearings shown hereon refer to assumed datum and assume the centerline of Powerline Road as North 02°07'25" West.
10) Elevations per North American Vertical Datum (1988) derived from Southeast Geodetic Vertical Datum (1929) data and converted using U.S. Army Corps of Engineers software (Corpscon 6.0.1) obtained from http://www.tbm.biogeo.com/

OFFICE NOTES:

FIELD BOOK NO.: 1015, P-144, 1015, P-144
JOB ORDER NO.: V-14529, V-2240
CHECKED BY: _____
DRAWN BY: RT, RDR





Location Sketch
Not To Scale

Legal Description

PARCEL 2
Parcel "A", and Parcel "B", of RESUBDIVISION OF LOTS 1, 2, 10, 11 AND 12, Block 155 CHATEAU PARK SECTION "B", according to the Plat thereof, recorded in Plat Book 63, Page 36, of the Public Records of Broward County, Florida:

TOGETHER WITH:

A portion of Northwest 10th Place (Now Vacated per Ordinance C-96-1 per Official Records Book 24493, Page 114 and in Official Records Book 24508, Page 148, Broward County Records) as shown on the Plat of RESUBDIVISION, Tract B, LAUDERDALE MANORS ADDITION, according to the Plat thereof, as recorded in Plat Book 44, Page 41, of the Public Records of Broward County, Florida, and as shown on the Plat of RESUBDIVISION OF LOTS 1, 2, 10, 11 AND 12, BLOCK 155, CHATEAU PARK SECTION B, according to the Plat thereof recorded in Plat Book 63, Page 36, of the Public Records of Broward County, Florida, more fully described as follows:

Beginning at the most Easterly South corner of Tract "A", of said RESUBDIVISION, TRACT B, LAUDERDALE MANORS ADDITION; thence South 88°10'51" West, on the Southerly line of said Tract "A", a distance of 201.20 feet to a point on a curve; thence Southeasterly through Southwesterly on a curve to the right, whose tangent bears South 34°03'08" East, with a radius of 60.00 feet and a central angle of 92°11'52"; an arc distance of 96.46 feet; thence North 88°10'51" East on the South line of said vacated NW 10th Place, a distance of 183.68 feet; thence Southeasterly on the said North line of Parcel "A", and on a curve to the right with a radius of 25.00 feet and a central angle of 89°41'46"; an arc distance of 39.14 feet to a point of curve; thence North 02°07'25" West, on the Northerly extension of the East line of said Parcel "A", a distance of 94.87 feet to the Point of Beginning.

TOGETHER WITH:
Lots 3, 4, 5, 6, 7, 8 and 9, Block 155 of CHATEAU PARK SECTION B, according to the Plat thereof as recorded in Plat Book 9, Page 68, of the Public Records of Broward County, Florida; less the right-of-way for Sunrise Boulevard.

ALL LESS (SIGN PARCEL):
A portion of Parcel "A", RESUBDIVISION OF LOTS 1, 2, 10, 11 AND 12, BLOCK 155, CHATEAU PARK SECTION "B", according to the plat thereof, as recorded in Plat Book 63, Page 36, of the Public Records of Broward County, Florida, more fully described as follows:

Commencing at the most East, Southeast corner of said Parcel "A", being a point of curve; thence Southerly on the Southeast line of said Parcel "A", and on said curve to the right, whose radius point bears South 87°52'35" West, with a radius of 35.00 feet, a central angle of 09°34'21", an arc distance of 3.75 feet to the Point Of Beginning; thence continuing Southerly on said Southeasterly line and on said curve to the right, with a radius of 35.00 feet, a central angle of 171°18'38", an arc distance of 10.56 feet; thence South 87°52'35" West, a distance of 4.28 feet; thence North 02°07'25" West, a distance of 10.00 feet; thence North 87°52'35" East, a distance of 7.54 feet to the Point Of Beginning.

All of said lands situate lying and being in the City of Fort Lauderdale, Broward County, Florida and containing 53,762 square feet or 1.2601 acres, more or less

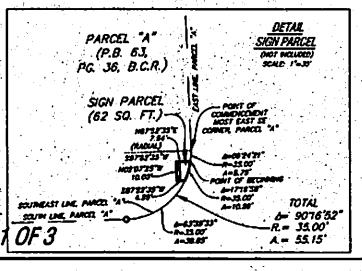
ALTA/ACSM CERTIFICATION

To: Circle K Stores, Inc., a Texas corporation, Chicago Title Insurance Company; Burr & Forman, LLP

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items _____ of Table "A" thereof. The fieldwork was done on October 28th, 2016.

LEGEND

Δ = CENTRAL ANGLE (DELTA)	ELEV. = ELEVATION
R = RADIUS	O/S = OFFSET
A OR L = ARC LENGTH	A/C = AIR CONDITIONING
CH.BRG = CHORD BEARING	℄ = CENTERLINE OF RIGHT-OF-WAY
TAN.BRG = TANGENT BEARING	F.P.L. = FLORIDA POWER AND LIGHT CO.
P.O.C. = POINT OF COMMENCEMENT	S.B.T. = SOUTHERN BELL TELEPHONE
P.O.B. = POINT OF BEGINNING	B.C.R. = BROWARD COUNTY RECORDS
W/Mcl. Cap = WITH McLAUGHLIN ENGINEERING CO. CAP	D.C.R. = DADE COUNTY RECORDS
P.R.M. = PERMANENT REFERENCE MONUMENT	P.B.C.R. = PALM BEACH COUNTY RECORDS
CONC. = CONCRETE	O.R. = OFFICIAL RECORDS BOOK
C.B.S. = CONCRETE, BLOCK AND STUCCO	PG. = PAGE
I.C.V. = IRRIGATION CONTROL VALVE	R/W = RIGHT-OF-WAY
W.M. = WATER METER	C.O. = CLEAN OUT
R.P.Z. = BACK FLOW PREVENTER	C.L.F. = CHAIN LINK FENCE
A.L.P. = ALUMINUM LIGHT POLE	P.C.D. = POLLUTION CONTROL DEVICE
C.L.P. = CONCRETE LIGHT POLE	H.H. = HAND HOLE
M.L.P. = METAL LIGHT POLE	L.P. = LIGHT POLE
W.L.P. = WOOD LIGHT POLE	W.P.P. = WOOD POWER POLE
W.V. = WATER VALVE	RCP = REINFORCED CONCRETE PIPE
G. = MANHOLE	NSPS = NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS
S.V. = SEWER VALVE	N/A = NOT ACCESSIBLE



CERTIFICATION

We hereby certify that this survey meets the "Standards of Practice" as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.05 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Dated at Fort Lauderdale, Florida, this 28th day of October, 2016.
Revised this 25th day of January, 2017.
Additional information added this 3rd day of April, 2017.

McLAUGHLIN ENGINEERING COMPANY

GERALD A. McLAUGHLIN
Registered Land Surveyor No. 5269
State of Florida.

FILE NO.: 16-3-075(17) SHEET 1 OF 3

Exhibit "A" (3 of 4)

prepared by
McLAUGHLIN ENGINEERING COMPANY (LB#285)
1700 N.W. 64th STREET, SUITE 400
FORT LAUDERDALE, FLORIDA, 33309
PHONE: (954) 763-7611 FAX: (954) 763-7615

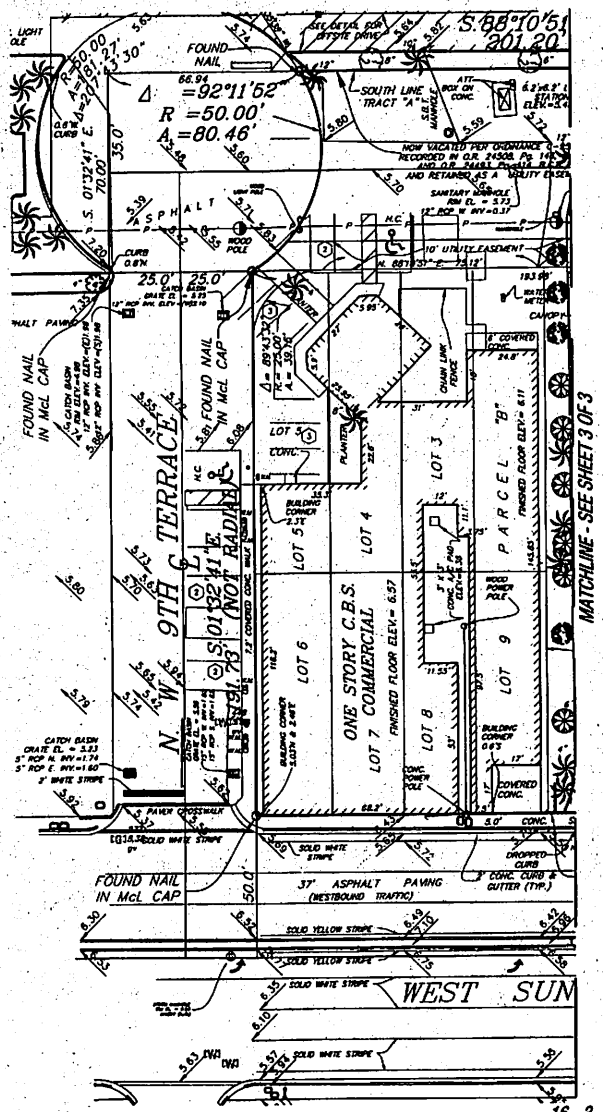
ALTA/NSPS LAND TITLE SURVEY

PARCEL "A" & "B", RESUBDIVISION OF LOTS 1, 2, 10 & 11, & LOTS 3, 4, 5, 6, 7, 8 & 9, BLOCK 155, CHATEAU PARK, SECTION "B"

PLAT BOOK 9, PAGE 68, B.C.R.

GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.

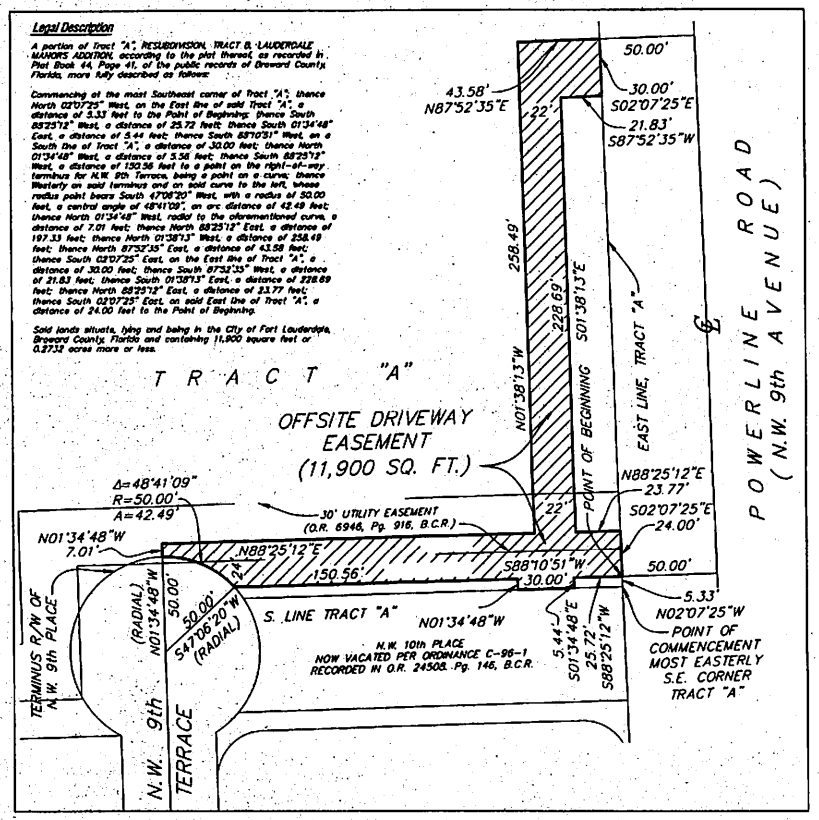


Legal Description

A portion of Tract "A", RESUBDIVISION, TRACT 8, LAUDERDALE MANORS ADDITION, according to the plat thereof, as recorded in Plat Book 44, Page 41, of the public records of Broward County, Florida, more fully described as follows:

Commencing at the most Southeast corner of Tract "A"; thence North 02°07'25" West, on the East line of said Tract "A", a distance of 5.33 feet to the Point of Beginning; thence South 88°25'12" West, a distance of 25.72 feet; thence South 01°34'48" East, a distance of 5.44 feet; thence South 88°25'12" West, on a South line of Tract "A", a distance of 30.00 feet; thence North 01°34'48" West, a distance of 5.56 feet; thence South 88°25'12" West, a distance of 150.56 feet to a point on the right-of-way terminus for N.W. 9th Terrace, being a point on a curve; thence Westerly on said terminus and on said curve to the left, whose radius point bears South 47°06'20" West, with a radius of 50.00 feet, a central angle of 48°41'09", an arc distance of 42.49 feet; thence North 01°34'48" West, radial to the aforementioned curve, a distance of 7.01 feet; thence North 88°25'12" East, a distance of 197.33 feet; thence North 01°38'13" West, a distance of 258.49 feet; thence North 87°52'35" East, a distance of 43.58 feet; thence South 02°07'25" East, on the East line of Tract "A", a distance of 30.00 feet; thence South 87°52'35" West, a distance of 21.83 feet; thence South 01°38'13" East, a distance of 228.69 feet; thence North 88°25'12" East, a distance of 23.77 feet; thence South 02°07'25" East, on said East line of Tract "A", a distance of 24.00 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida and containing 11,900 square feet or 0.2732 acres more or less.



DETAIL OFFSITE DRIVEWAY EASEMENT
SCALE: 1"=30'

CERTIFICATION

We hereby certify that this survey meets the "Standards of Practice" as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.05 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Dated at Fort Lauderdale, Florida, this 26th day of October, 2016
Revised this 25th day of January, 2017.
Legal description added this 30th day of January, 2017.
Additional information added this 3rd day of April, 2017.

McLAUGHLIN ENGINEERING COMPANY

JERALD A. McLAUGHLIN
Registered Land Surveyor No. 5269
State of Florida

FILE NO.: 16-3-075(17) SHEET 2 OF 3

Exhibit "A" (4 of 4)

prepared by:
McLAUGHLIN ENGINEERING COMPANY (LB#285)
1700 N.W. 64th STREET, SUITE 400
FORT LAUDERDALE, FLORIDA, 33309
PHONE: (954) 763-7611 FAX: (954) 763-7615

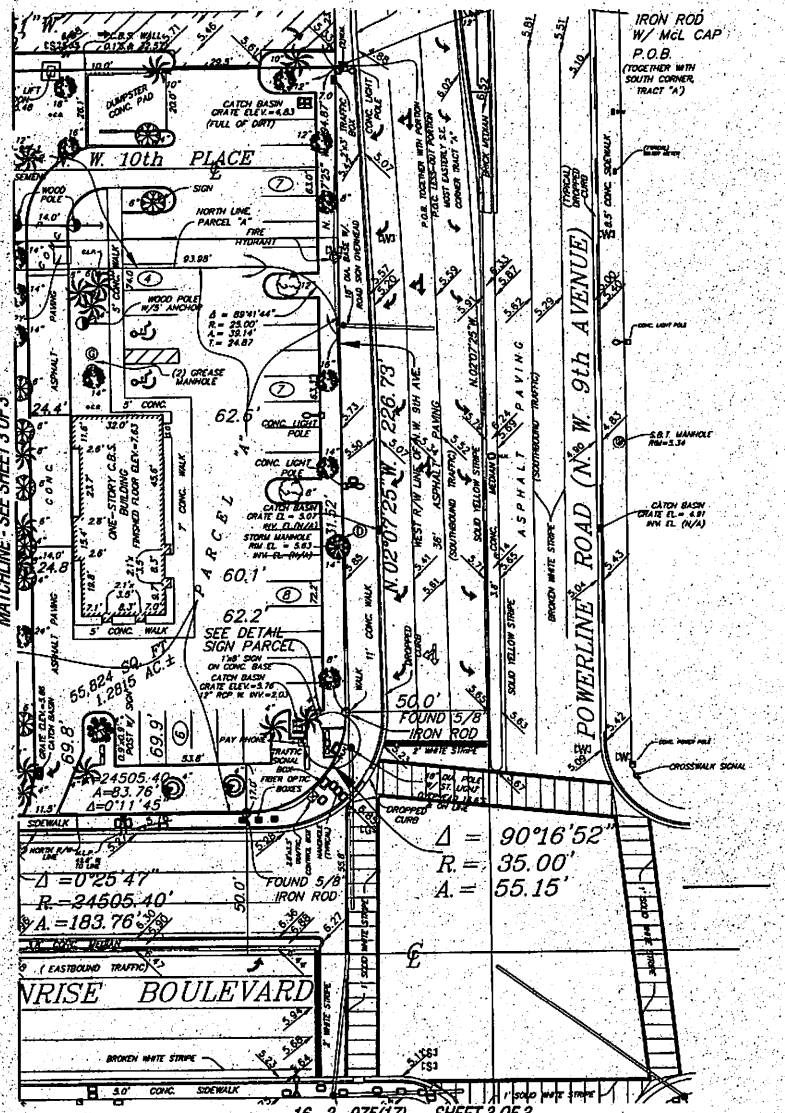
ALTA/NSPS LAND TITLE SURVEY

PARCEL "A" & "B", RESUBDIVISION OF LOTS 1, 2, 10 & 11, & LOTS 3, 4, 5, 6, 7, 8 & 9, BLOCK 155, CHATEAU PARK, SECTION "B"

PLAT BOOK 9, PAGE 68, B.C.R.

GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.



CERTIFICATION

We hereby certify that this survey meets the "Standards of Practice" as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.05 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Dated at Fort Lauderdale, Florida, this 28th day of October, 2016.
Revised this 25th day of January, 2017.
Additional information added this 3rd day of April, 2017.

McLAUGHLIN ENGINEERING COMPANY

GERALD E. McLAUGHLIN
Registered Land Surveyor No. 5269
State of Florida.

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Exhibit B

See attached
"District Four (4) Amendment Number Three (3) To State of Florida Department of Transportation Landscape Maintenance Memorandum of Agreement"

SECTION No.:	**86110000**
S.R. No.:	**838**
PERMIT No(s).:	**2018-L-491-010**
COUNTY:	**BROWARD**

DISTRICT FOUR (4) AMENDMENT NUMBER THREE (3) TO STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LANDSCAPE INCLUSIVE MEMORANDUM OF AGREEMENT

THIS AMENDMENT Number Three (3) to the Agreement dated December 12, 2007, 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 subdivision of the State of Florida, hereinafter called the AGENCY.

W I T H N E S S E T H

WHEREAS, the parties entered into the Landscape Inclusive Maintenance of Agreement dated, December 12, 2007 for the purpose of maintaining the landscape improvements by the AGENCY on various roads including State Road 838 (Sunrise Boulevard); and,

WHEREAS, the DEPARTMENT and the AGENCY have agreed to add additional landscape to be installed per permit #2018-L-491-010 located at State Road 838 (Sunrise Boulevard) and State Road 845 (Powerline Road) to be issued to Circle K, in accordance with the above referenced Agreement; and,

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

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

1. Pursuant to page 1, paragraph 1 of the Landscape Inclusive Maintenance Memorandum of Agreement Amendment Number Two (2) for State Road 838 (Sunrise Boulevard) dated January 3, 2014, the DEPARTMENT will allow the Adjacent Property Owner to construct additional landscape improvements or to modify an improvement located as indicated in **Exhibit "A"**, State Road 838 (Sunrise Boulevard) from M.P. 6.996 to M.P. 7.051 and State Road 845 (Powerline Road) from M.P. 0.000 to M.P. 0.062, in accordance with the plans attached as **Exhibit "B".**

2. The AGENCY shall agree to maintain the additional landscape improvements in the Inclusive Agreement described above according the **Exhibit "C"** Maintenance Plan, of the original agreement.

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 Maintenance Boundaries and Location Map
Exhibit B - Landscape Improvement Plans

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:_____
Transportation Development Director

Attest: _____(SEAL)
Executive Secretary

Legal Review Date

_____ _____
Office of the General Counsel

CITY OF FORT LAUDERDALE

By: _____
Chairperson/Mayor/Manager

Attest: _____(SEAL)
Clerk

Legal Review Date

_____ _____

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

AGENCY

ATTEST:

_____
Jeffrey A. Modarelli, City Clerk

CITY OF FORT LAUDERDALE

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

_____ day of _____, 20____

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

By: _____
Kimberly Cunningham Mosley
Assistant City Attorney

SECTION No.:	**86110000**
S.R. No.:	**838**
PERMIT No(s).:	**2018-L-491-010**
COUNTY:	**BROWARD**

EXHIBIT A

LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES

AND LOCATION MAP

I. PERMIT LANDSCAPE PROJECT LIMITS:
State Road 838 (Sunrise Boulevard) from M.P. 6.996 to M.P. 7.051
And
State Road 845 (Powerline Road) from M.P. 0.000 to M.P. 0.062

II. INCLUSIVE LANDSCAPE MAINTENANCE AGREEMENT LIMITS:
State Road 838 (Sunrise Boulevard) Section 86110000
M.P. 5.789 (east of N.W. 24th Avenue) to M.P. 8.161 (State Road 5/US 1)
Entire right of way

State Road 838 (Sunrise Boulevard) / State Road 5 (US 1/Federal Highway) Section 86020000
M.P. 1.060 (State Road 838/Sunrise Boulevard) to M.P. 1.911 (N.E. 18th Avenue
Entire right of way

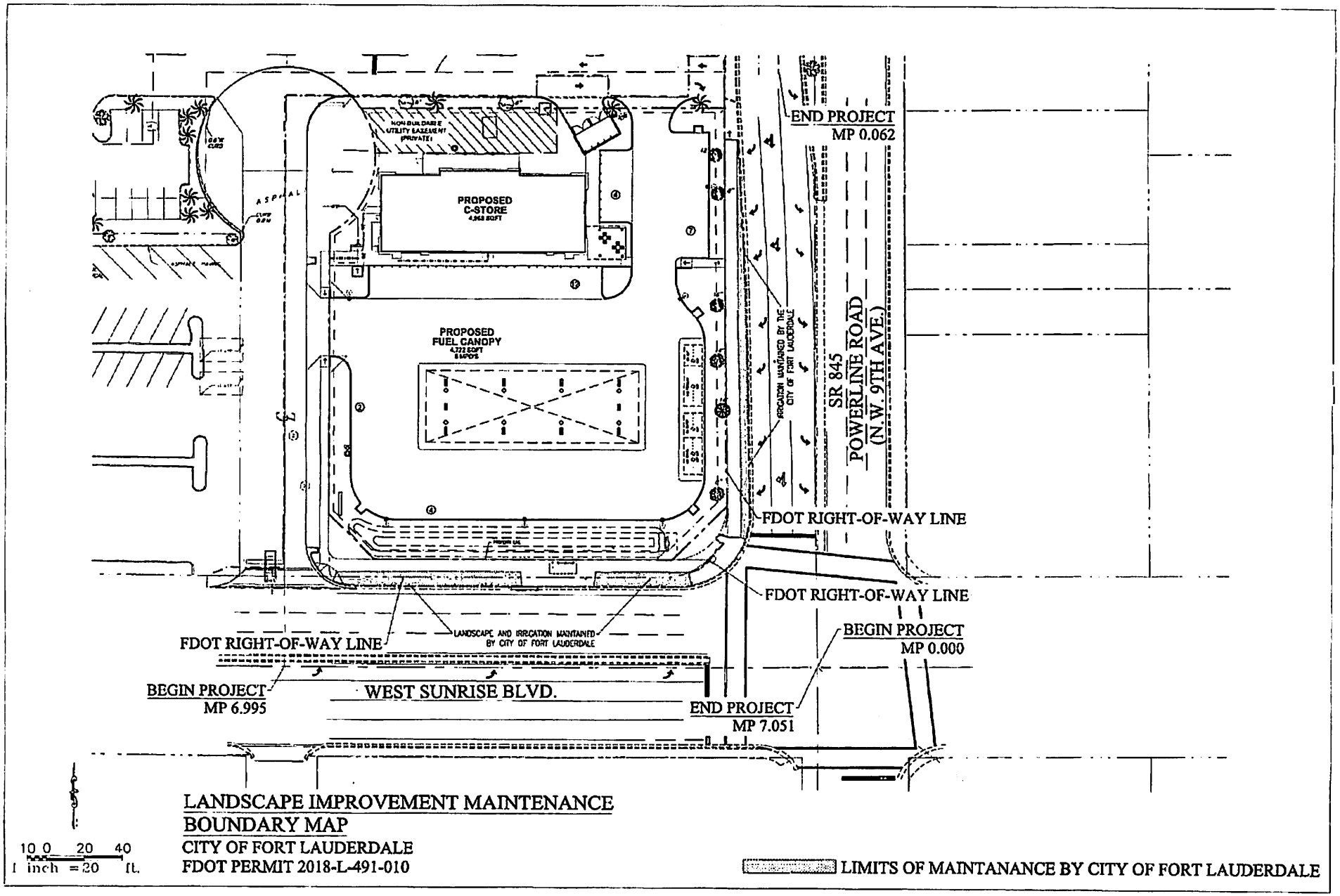
State Road 838 (Sunrise Boulevard) Section 86005000
M.P. 0.000 (N.E. 18th Avenue) to M.P. 1.191 (State Road A1A)
Entire right of way

State Road 845 (Powerline Road) from M.P. 0.000 to M.P. 0.062

III. LANDSCAPE IMPROVEMENTS 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 2018-L-491-010

SECTION No.:	**86110000**
S.R. No.:	**838**
PERMIT No(s).:	**2018-L-491-010**
COUNTY:	**BROWARD**

EXHIBIT B

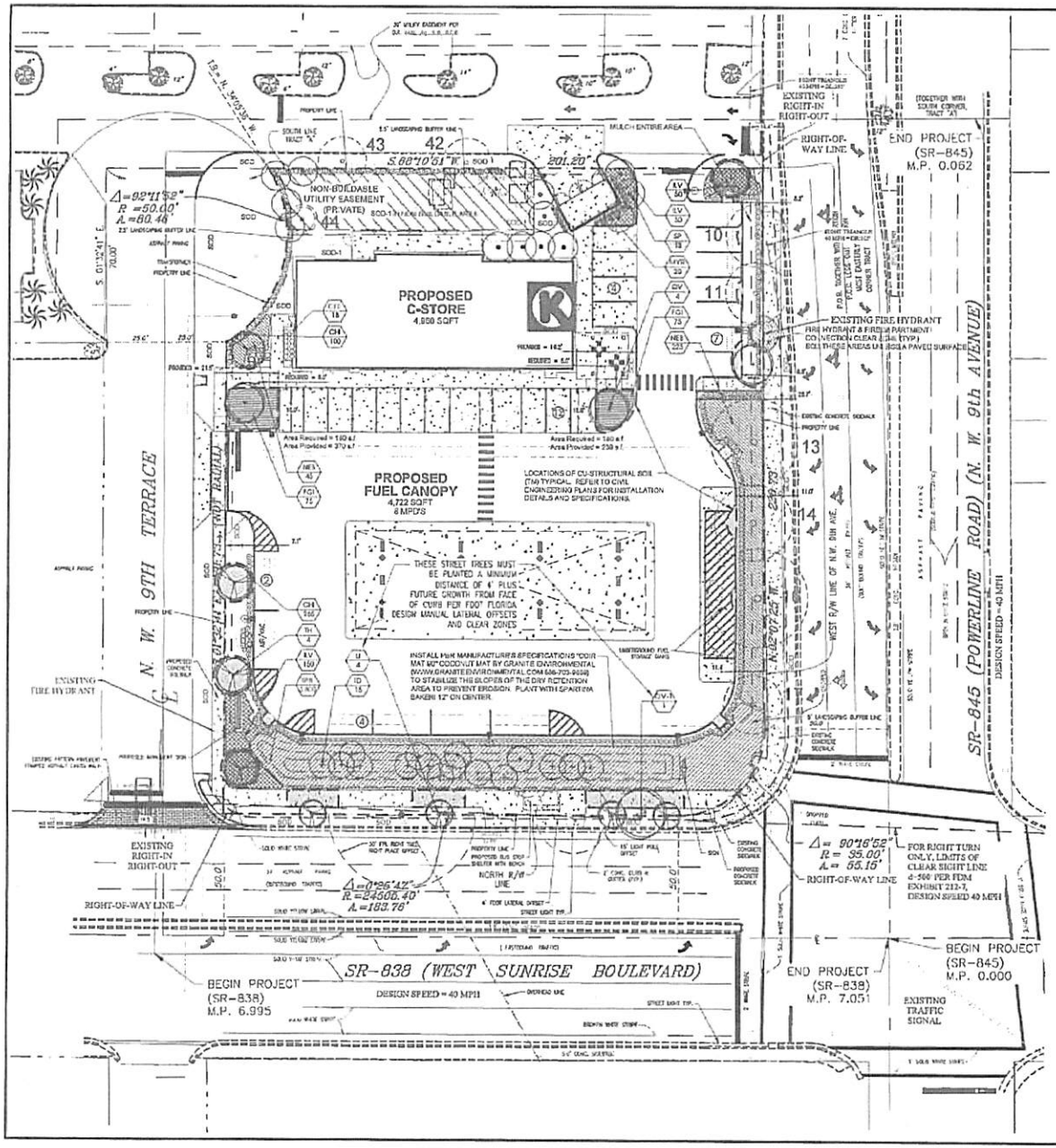
LANDSCAPE IMPROVEMENT PLANS

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: Bowman Consulting
Jeffrey W. Smith, RLA.

Date: September 7, 2018

Sheets: L-1 to L-3



General Notes

1. All utility boxes and structures, not correctly shown or shown on a plan, shall be adjusted with Contractor's costs on three (3) sides.
2. Contractor to include drainage testing for all trees and palms be laid. If drainage is inadequate and the soil specification in lieu of of a landscape specification is not appropriate for adverse drainage, the subcontractor shall be hired for this add's conditions. The Contractor shall notify the Owner and Landscape Architect of the poor drainage conditions in writing and written direction will be provided to the contractor of appropriate soil mixture specifications to be used.
3. All prohibited, exotic and invasive species shall be removed from the entire site area of site prior to issuance of certificate of occupancy.
4. All planting areas to be irrigated to provide 100% coverage and provide a designed irrigation of landscape areas for the first full growing season and continue in another only as necessary to maintain required vegetation in good and healthy condition. Sign drawings to be submitted by the irrigation contractor for approval prior to installation.
5. The irrigation system shall be continuously maintained in working order.
6. All required landscape improvements must be inspected and approved by the City of Fort Lauderdale prior to the issuance of a Certificate of Occupancy.
7. The plan has been designed to meet with the tree planting requirements contained within the FPL Guidelines entitled Plant the Right Tree in the Right Place on new proposed plantings.
8. Planting adjacent to fire hydrants shall have a minimum clear radius of 7.5' feet and allow ADA fit in the rear as required by the NFPA Uniform Fire Code Florida Edition 1994 Hydrants.
9. No plant installations can be made without Owner's and the City of Fort Lauderdale approval.
10. An automatic rain sensor shall be placed on site as part of the required irrigation system.
11. Sod buffer to be used adjacent to underground utilities. Sod buffer to be by the "Sod Section" or equal and installed per manufacturer's specifications. Sod buffer shall be the minimum depth as required per the City of Fort Lauderdale or as shown on the utility Plan. Sod shall be installed after the City has inspected the utilities, film, to be placed within one (1) year after pouring.
12. Canopy trees shall be planted with a minimum of fifty percent (50%) coverage, with one hundred percent (100%) coverage occurring within six (6) months of installation.
14. Topsoil shall be clean and free of construction debris, weeds, roots, noxious pests, and diseases. The topsoil for all planting areas shall be composed of a minimum of fifty percent (50%) sand or bank run fill or acceptable organic material.
15. The use of soil amendments to increase the water holding capacity of sandy soils or improve the drainage of heavy soils may be required.
16. No trees and shrubs shall be placed closer than twenty (20) feet to street lights. No palm canopy to obscure more than ten (10) feet from street lights.
17. Shade trees shall be located a minimum of fifteen feet away from structures. Non-shade trees and palms shall be located a minimum of seven and one-half (7-1/2) feet away from any structure. Palms may be planted closer to such structures between poles or structure.

PLANT LIST

QTY	KEY	SPECIES	COMMON NAME	DESCRIPTION	SIZE	SPACING	REMARKS	WATER USAGE
SHADE TREES								
1	CHV	CLUSIA ROSEA VARIEGATA	VARIEGATED WEDDING CAKE TREE		27'H X 8'W CAL.	AS.	FULL CANOPY, 6' CT. MIN.	LOW
4	LI	LAGERSTROEMIA INDICA 'TUSCARORA'	CRAPE MYRTLE RED		14'H X 6'W CAL.	AS.	FULL CANOPY, 2" CAL. STANDARD	LOW
PALMS								
4	CHV	CLUSIA ROSEA VARIEGATA	WEDDING CAKE		14'H X 6'W CAL.	AS.	FULL CANOPY, 4' CT. MIN.	LOW
16	TZ*	TABEBUIA ROSEA	PINK TABEBUIA		12'H X 5'W CAL.	AS.	FULL CANOPY, 4' CT. MIN.	LOW
4	TR	TABEBUIA HETEROPHYLLA	PINK TABEBUIA		12'H X 5'W CAL.	AS.	FULL CANOPY, 4' CT. MIN.	LOW
PALMS								
15	SP	SABAL PALMETTO	SABAL PALM		12' OVER 18' C.T.	AS.	CLEAR STRAIGHT TRUNKS	LOW
SHRUBS								
15	CZZ*	ILEX VOMITORIA	DWARF YAUPON HOLLY	18" X 18" X 12"	3' O.C.	FULL & THICK		LOW
368	CHF	CHRYSOBALANUS ICACO	COCOPLUM	18" X 18" X 12"	3' O.C.	FULL & THICK		LOW
30	MYR*	MYRICA CERIFERA	BAYBERRY	18" X 18" X 12"	3' O.C.	FULL & THICK		LOW
3,852	SPB*	SPARTINA BAKERI	BAKER CORDGRASS	1 GALLON	12" O.C.	FULL & THICK		LOW
LOW SHRUBS/GROUND COVERS								
168	FGI	FICUS NEWGARDEN GREEN BUNNY	FICUS GREEN BUNNY	18" X 18" X 12"	18" O.C.	FULL & THICK		LOW
258	LJV	ILEX VOMITORIA	DWARF YAUPON HOLLY	18" X 18" X 12"	18" O.C.	FULL & THICK		LOW
179	NEP	NEPHROLEPIS EXALTATA	BOSTON FERN	18" X 18" X 12"	18" O.C.	FULL & THICK		LOW
1,000		STENOTAPHRUM SECUNDATUM	ST. AUGUSTINE SOD			SOD SPECIAL		MEDIUM
5,000		PASPALUM NOTATUM	BAHIA SOD			SOD SPECIAL - IN NON BUILDABLE EASEMENT		LOW

* = FLORIDA NATIVE

LANDSCAPE DATA

47-21.12 A.1 Vehicular Use Area (VUA)
Landscaping shall be provided on a square footage area equal to a minimum of twenty percent (20%) of the gross VUA.
Required: 22,28 s.f. (0 VUA x 20% = 5,637.2 s.f.
Provided: 5,913 s.f.

47-21.12 A.2 Interior Use Area (IUA) Perimeter Landscape Area
Landscaping shall be provided with a minimum depth of 5' and a minimum width of 25', and an average of 12' along the perimeter of the interior use area. Proposed VUA, area length x 5' (or right of way + 4.5')
Required: 465 x 10' Average = 4,650 s.f.
Provided: 5,109 s.f.

47-21.12 A.3 Interior Interior Use Area Landscape
At least thirty (30) square feet of interior landscape area shall be provided for every interior parking and loading space and shall not be part of any perimeter landscape area.
Required: 23 Spaces x 30 s.f. = 690 s.f.
Provided: 1,323 s.f.

47-21.12 A.4 a.i Peninsular Islands
One (1) peninsular island required at each end of a row of parking. A maximum of 20 in-line parking spaces in a row with a minimum width of 8' plus 1' for every parking space over 10 spaces.
Required: 2 Islands (8' x 8' + 2' for 12 spaces = 18' x 10' = 180 s.f.
x 2 = 360 s.f.
Provided: 2 Islands 18' long (17.25' Average Width) = 623 s.f.

47-21.12 A.4 d. Peninsular Islands
One (1) tree required per peninsular island.
Required: 2 Islands = 2 Trees
Provided: 3 Islands/3 Trees (2 Types + 1 Existing = 3 EP)

47-21.12 B.1 Interior Use Area Landscape Screen
A continuous visual barrier a minimum of thirty (30) inches in height is required.
Required: 30" continuous hedge
Provided: yes

47-21.12 C.1 VUA Planting Requirements
One (1) Tree and six (6) shrubs shall be required for every one thousand (1,000) square feet, or fraction thereof, of VUA. Also, one (one tree per 1,000) of the required shade trees shall be 2-1/2" caliper, twenty-five percent (25%) of the required shade trees shall be 2-1/2" caliper, twenty-five percent (25%) of the required trees shall be palms and twenty percent (20%) of the required trees shall be flowering trees.
Required: 19,284 s.f. / 1,000 s.f. = 19 trees
Required 2-1/2" /
Provided 2-1/2": 6 (Existing trees (Trees #10, 11, 13, 14, 16, 17, 42 & 43)
Required 3-1/2": /
Provided 3-1/2": 1
Provided 2-1/2": 7 (7%)
Required Palms: 14
Provided Palms: 21
Flowering Trees Required: 5 Tree
Flowering Trees Provided: 5 Tree (4 Tree + 1 Existing)
Palms Required: 5
Palms Provided: 5

47-21.13 D.1 Gulf Lot Area Trees
Trees shall be at least one (1) tree for each one thousand (1,000) square feet of net lot area or portion thereof. Twenty percent (20%) of the required trees shall be shade trees.
Required: 19,284 s.f. / 1,000 s.f. = 19 Trees (including 1 Shade Tree = 20%)
Provided: 19 Trees (1 Shade Trees Provided = 20%)

47-21.13 D.10 Tree Species
Twenty percent (20%) of the required Trees shall be native. One Genus shall not be more than fifty percent (50%) of all required trees.
Total Required Trees: 19
Required: 19 Native Trees
Provided: 24 Native Trees (24%)
Required Genus: 25 Trees Maximum of same Genus
Provided Genus: 19 Trees Maximum (7%)

47-21.13 D.11 Street Tree
1 Tree / 40 of linear Swale Frontage.
Required Trees: 722' / 40' = 18
Provided Trees: 18

FDOT General Notes

1. "GOVERNING STANDARD PLANS: Florida Department of Transportation, FY 2018-19 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs)."
"GOVERNING STANDARD SPECIFICATIONS: Florida Department of Transportation, July 2018 Standard Specifications for Road and Bridge Construction."
2. Contractor shall repair all damage done to FDOT property during demolition, relocation &/or installation activities at his sole expense.
3. Ownership of all suitable excavated materials, as determined by the Department, shall remain in the Department until a final acceptance of the permitted project is fulfilled. Excavated materials shall be hauled by the Permittee, at their cost & expense from the site to the Broward Operations Center or stockpiled in those areas as directed by the Department, including asphalt millings.

Digitally signed by Jeffrey W Smith
Date: 2018.09.07 11:19:04 -04'00'

FDOT LANDSCAPE PERMIT NUMBER 2018-L-491-010

Conceptual Design Group, Inc.
Landscape Architecture - Site Planning
800 East Ocean Boulevard, Suite 1304
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(772) 344-3240
LC: 26000146

These drawings are the property of the landscape architect and not to be used for other projects except by written permission from the landscape architect. Report any discrepancies immediately to the landscape architect.

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Certificate of Authorization Licensed No. 26642

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LANDSCAPE PLAN
CIRCLE K STORE
901 WEST SUNRISE BLVD.
FT. LAUDERDALE, FLORIDA 33311
FT. LAUDERDALE, FLORIDA
BROWARD COUNTY

PLAN STATUS

DATE	DESCRIPTION

JWS DESIGN | JS DRAWN | JWS CHKD
SCALE AS SHOWN
JOB No. BOWMAN 7009
DATE 6/1/2017
FILE
SHEET L-1 OF 3

LANDSCAPE NOTES

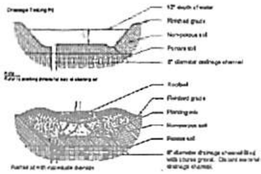
1. All tree and plant material to be Florida No. 1 or better, as classified in "Grades and Standards for Nursery Plants", Part 1 and Part II, State of Florida, Dept. of Agriculture, Tallahassee. All plants not listed in "Grades and Standards for Nursery Plants" shall conform to a Florida No. 1 as to: (1) health and vitality, (2) condition of foliage, (3) root system, (4) freedom from pest or mechanical damage, (5) heavily branched and densely foliated according to the accepted normal shape of the species.
2. Undersizing or substitution of one species or cultivar for another species is a breach of contract and will be "Rejected" at the time of final landscape inspection unless approved by Landscape Architect.
3. Project Warranty: All plant material shall be warranted for a period of one (1) year after date of substantial completion against defects including death and unsatisfactory growth, except for defects resulting from abuse or damage by others or unusual phenomena or incidents which are beyond the contractor's control.
4. Any and all conditions which the contractor feels will be detrimental to the success of the planting shall be brought to the owner or representative's attention.
5. The contractor shall verify the location of underground utilities prior to commencing work on any project area.
6. Mulch planting areas with 3" layer of Melaleuca, Eucalyptus, or Earthmulch. Cypress Mulch is NOT ACCEPTABLE. Planting beds to receive mulch throughout entire bed area.
7. All plants to be set to finish grade. No filling will be permitted around trunks or stems. Mulch is to be kept a minimum of 2" away from trunks and stems.
8. Planting trees and shrubs. Excavate hole per planting detail. When plant is set, place additional backfill consisting of a 50% mixture of Peat humus and natural soil around the base and sides of ball, and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Water again after placing final layer of backfill and before installing mulch.
9. Guy and stake trees in 3 directions with galvanized wire, through flexible hose chafing guards, with wooden stake anchors immediately after planting. (See Detail)
10. Trees and shrubs shall be fertilized with a complete natural organic fertilizer with a ratio of approximately 3:1:2 or 3:1:3 (e.g. one labeled 12-4-8). Similar analysis such as 16-4-8 (4:1:2) can also be used. Fertilizers that are slow release, [illegible], sulphur coated or with nitrogen as IBDU or ureaformaldehyde have extended release period. Thirty to fifty percent of the nitrogen should be water insoluble or slow release.

Palms shall receive a complete granular fertilizer formulated for palms ("Palm Special") at a rate of 5 to 8 lbs. per palm.

Agriform 20-10-5 twenty-one gram planting tablets may be substituted for granular fertilizer. If utilized, the following rates shall be utilized. Position plant in hole. Backfill halfway up the rootball. Place tablet(s) beside rootball about 1" from root tips. Do not place tablet(s) in bottom of hole.

1 Gallon 1 Tablet
3 Gallon 2 Tablets
15 Gallon & B&B Trees 3 per 1" caliper

11. Maintain trees, shrubs, and other plants by watering, cultivating, and weeding as required for healthy growth. Restore planting saucers and mulch. Tighten and repair stake and guying and reset trees and shrubs to proper grade or vertical position as required. Spray as necessary to keep trees and shrubs free of insects and disease. The contractor shall begin maintenance immediately after planting and shall continue maintenance through final acceptance when Certificate of Occupancy is issued to the General Contractor by the governing agency and project is released by the General Contractor to Client.
12. Prune trees and shrubs only to remove damaged branches.
13. Planting Lawns: Provide clean, strongly rooted, uniformly sized strips of Stenotaphrum secundatum - St. Augustine "Floratam" sod (unless otherwise noted in Plant List), machine stripped not more than 24 hours prior to laying. Grade and roll prepared lawn surface. Water thoroughly but not to create muddy soil conditions. Lay sod strips with tight joints, roll or tamp lightly, and water thoroughly.
14. Maintain positive drainage, no planting is to block drainage.
15. Drainage Testing
   Prior to planting of trees, palms, and specimen material, each planting pit shall be tested in the following manner to verify adequate drainage
   A) Dig each planting pit to the maximum specified size.
   B) Fill the planting pit with (12") twelve inches of water. If the water level in the planting pit drops (4") four or more inches within (4) four hours, the drainage is sufficient and a drainage channel is not required. If the water level drops less than (4") four inches within the (4) four hour period, then a drainage channel is required.
   C) When a drainage channel is required, the drainage channel must extend down through the non porous soil and into porous soil. (See Drainage Testing Detail)
   D) Discard all material removed from the drainage channel.
   E) When backfilling the planting pit, add coarse gravel to the drainage channel. Also, care must be taken to keep the consistency of the soil mix the same throughout the planting pit.
15. All fieldwork shall meet any governing agencies (local / County, etc.) ordinances and requirements.

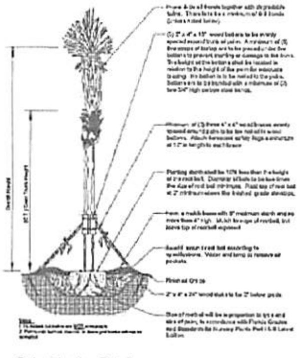


Drainage Testing Detail

Not to Scale

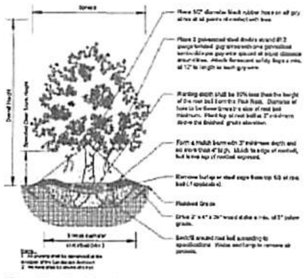
Shrub Detail

Not to Scale



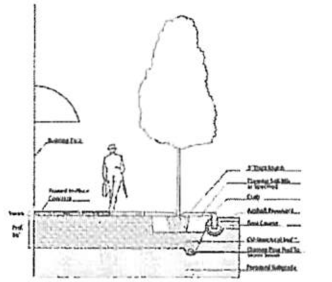
Palm Planting Detail

Not to Scale



Tree Planting Detail

Not to Scale



Cross-section of typical tree installation into CU-Structural Soil™. Note where the tree pit is open, topsoil should be placed around the tree ball, but CU-Structural Soil™ should be placed under the ball to prevent tree ball subsidence.
Image: Nina Bassuk

CU-Structural Soil Detail

Not to Scale

FDOT Planting Notes

1. For the portion of landscape plant material that will be installed within the FDOT Right of Way landscape installation shall comply with current FDOT Maintenance Specifications 580-2.1. Online Reference: *http://www.fdot.gov/programmanagement/Maintenance/2018Jan/default.shtm.*
2. For the portion of landscape plant material that will be installed within the FDOT Right of Way refer to FDOT Standard Plans Index 580-001 Landscape Installation. Online Reference: *http://www.fdot.gov/design/standardplans/current/IDx/580-001.pdf*
3. Cypress Mulch is not permitted on FDOT right of way. Mulch permitted to be used are Hardwood Mulch (containing no Cypress products), Recycled Mulch or approved equal, certified by the Mulch and Soil Council (MSC). Submit proof of certification to the FDOT District Operations Permit Landscape Inspector upon inspection.
4. Sodded areas will be in accordance with Design Standard Index 105 and Standard Specifications Sections 162, 570, 981, 982, 983, 987 of the Department's latest edition of Governing Design Standards and Standard Specifications. All disturbed areas will be sodded within one (1) week of installation of said permitted work.

Digitally signed by Jeffrey W Smith
Date: 2018.09.07 11:19:37 -04'00'

FDOT LANDSCAPE PERMIT NUMBER 2018-L-491-010

Conceptual Design Group, Inc.
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LANDSCAPE PLAN
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BROWARD COUNTY
FT. LAUDERDALE, FLORIDA

Prepared, Reviewed & Supervised By:
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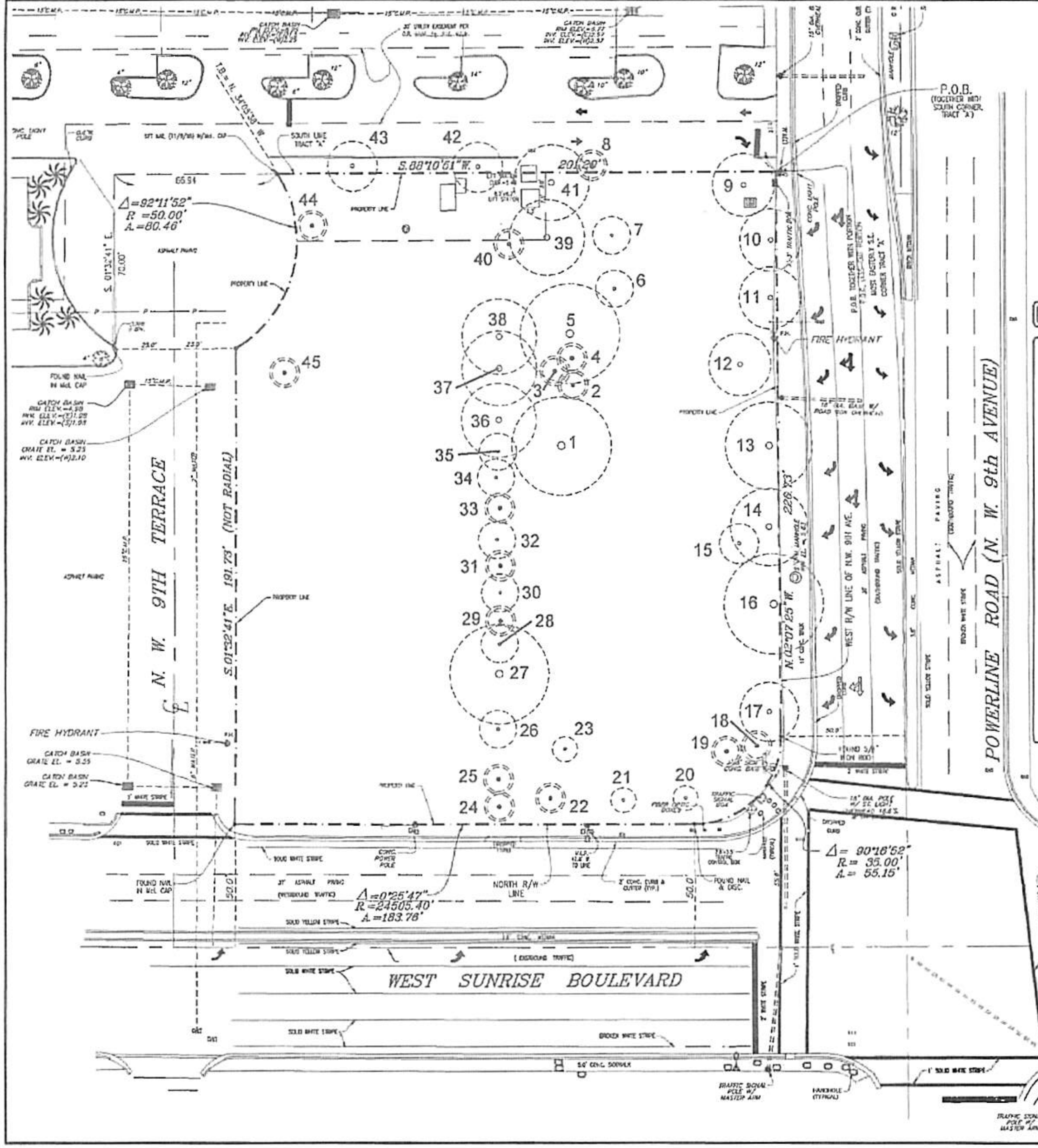
Stuart, Florida 34994
(772) 344-2342 LC 26000182

PLAN STATUS

JWS DESIGN	JS DRAWN	JWS CHKD
SCALE	AS SHOWN	
JOB No.	BOWMAN / CDG	
DATE	5/1/2107	
FILE		
SHEET	L-2 OF 3	



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Landscape Architecture - Site Planning

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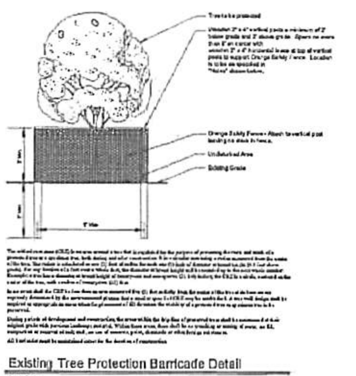

Existing Tree Protection Barricade Detail

1 inch = 20 ft.

FDOT LANDSCAPE PERMIT NUMBER 2018-L-491-010

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LANDSCAPE PLAN
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BROWARD COUNTY
FT. LAUDERDALE, FLORIDA

PLAN STATUS

JWS	JG	JWS
DESIGN	DRAWN	CHKD

SCALE AS SHOWN
DATE 8/1/2107
FILE
SHEET L-3 OF 3

P2L
5/15/19

COMMISSION AGENDA ITEM DOCUMENT ROUTING FORM

Today's Date: 5/14/2019

DOCUMENT TITLE: Circle K Stores Inc. & Crown Liquors of Broward, Inc. – ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT

COMM. MTG. DATE: 5/7/2019 **CAM #:** 19-0120 **ITEM #:** CR-5 **CAM attached:** ☒YES ☐NO

Routing Origin: CAO **Router Name/Ext:** K.Nembhard/5001 **Action Summary attached:** ☒YES☐NO

CIP FUNDED: ☐ YES ☒ NO

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

---

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

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

Date to CCO: 5/14/2019 Kimberly Mosley (Attorney's Name) KMM (Initials)

---

2) City Clerk's Office: # of originals: 2 **Routed to:** MJ Matthews/CMO/X5364 **Date:** 5/14/19

---

3) City Manager's Office: CMO LOG #: May-63 Document received from: CCO 5/14/19

Assigned to: CHRIS LAGERBLOOM ☒ LINDA LOGAN-SHORT ☐ RHODA MAE KERR ☐
CHRIS LAGERBLOOM as CRA Executive Director ☐

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: PER ACM: **L. L-SHORT** _____ (Initial/Date) **R. KERR** _____ (Initial/Date)

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

Forward 2 originals to ☐ Mayor ☒ CCO **Date:** 5/15/19

---

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

---

5) City Clerk's Office: Forwards **2** Originals to: **Laura Morton/TAM/Ext. 3764**

Attach __ certified Reso # 19- ☐ **YES** ☒ **NO**

Original Route form to CAO/K.Nembhard *Rev. 1/9/2019*