

Prepared by and return to:

Gregory Clayton

4699 Jamboree Road

Newport Beach, CA 92660

Folio Number: 504203360010

**ASSUMPTION OF LIABILITY AND
HOLD HARMLESS AGREEMENT**

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

ANDREWS PROJECT DEVELOPMENT, LLC, a Delaware limited liability company, whose principal address is 4699 Jamboree Road, Newport Beach CA. ("OWNER")

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 ("CITY")

R E C I T A L S

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 State Road 838 (Sunrise Boulevard) between Mile Post 7.537 to Mile Post 7.653, a right-of-way which is under the jurisdiction of the State of Florida Department of Transportation ("FDOT");

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

WHEREAS, the Landscape improvements are proposed to be installed on the right -of-way of Sunrise Boulevard (between Mile Post 7.537 and Mile Post 7.653) (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 Five (5) to State of Florida Department of Transportation Landscape Inclusive Memorandum of Agreement" (Landscape Agreement), which is attached hereto and incorporated herein as **Exhibit "B"**; and

WHEREAS, the terms and conditions as set forth in the Landscape Agreement impose responsibility for maintenance of the landscape improvements; and

WHEREAS, as a condition to executing the Landscape Agreement, OWNER shall agree to assume all liability, obligations and responsibility under the Agreement to the extent set forth in Section 3 below; and

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

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

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

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

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

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

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

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

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

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

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

4. Indemnification and Hold Harmless.

(a) OWNER shall protect, defend, indemnify and hold harmless the CITY, its officers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses charged or incurred, including reasonable attorney's fees actually incurred, or liabilities of every kind, nature or degree arising out of or in connection with the rights, responsibilities and obligations of OWNER under the Landscape Agreement and this Assumption Agreement, conditions contained therein, the location, construction, repair, maintenance, use or occupancy by OWNER of the Landscape improvements, or the breach or default by OWNER of any covenant or provision of the Landscape Agreement or this Assumption Agreement, provided, however, OWNER shall never be liable or responsible for any occurrence arising out of or resulting from the intentional torts or negligence acts or omissions 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 landscape improvements by OWNER or others, including but not limited to costs, charges and other expenses charged or incurred, including reasonable attorney's fees and costs actually incurred or liabilities arising out of or in connection with the rights, responsibilities and obligations of OWNER under the Landscape 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 with respect to performance of the landscape improvements, is included in the indemnity.

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

5. Insurance. At all times during the term of the Landscape Agreement and this Assumption Agreement, OWNER, at its expense, shall keep or cause to be kept in effect the insurance coverages for the landscape improvements set forth in the Landscape Agreement and OWNER shall cause such coverage to be extended to CITY as an additional insured and shall furthermore provide Certificates of Insurance to CITY at least fourteen (14) days prior to the commencement of the Landscape 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 Landscape Agreement, in whole or in part, OWNER shall remove all or any part of the landscape improvements in accordance with the terms and conditions of the Landscape Agreement, and OWNER shall restore the right of way and any impacted public utilities to conditions reasonably acceptable to FDOT. Such removal and restoration shall be at OWNER's sole cost and expense. In the event OWNER fails to begin to remove all or any part of the landscape improvements contemplated herein with thirty (30) days after written demand by FDOT or CITY, the CITY is hereby authorized to remove the landscape improvements that interfere with the easement rights or the public's use of dedicated rights-of-way and restore the right of way and any public utilities to conditions acceptable to FDOT, and all reasonable costs associated with the removal and restoration thereof shall be fully reimbursed by OWNER.

(b) In the event OWNER fails to remove the landscape improvements, when required to do so in accordance with this Assumption Agreement, 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 consents to and grants the CITY the right to place a lien on the Property in the event OWNER shall fail to reimburse the CITY to the extent required by this paragraph. OWNER shall have sixty (60) days from the date of the statement of the total expenses incurred by the CITY and the administrative costs associated therewith within which to pay or contest to the CITY the full amount due. Failure to timely pay the amount due or serve upon the CITY Manager a written letter contesting the statement of assessed expenses and administrative costs after an adequate review of no less than sixty (60) days will result in the matter being scheduled before the CITY Commission for consideration of and adoption of a Resolution assessing against the Property the expenses and administrative costs associated with the CITY's removal of the landscape 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 Assumption Agreement shall be subordinate to any mortgages/construction financing obtained for any portion of the Property, whether the mortgage/construction financing obtained before or after the Claim of Lien is recorded.

7. Event of Default; Remedy. In the event the OWNER fails to perform or violates any of the terms or conditions of the Landscape Agreement or this Assumption Agreement or is

in breach or default in any term or condition thereof, the CITY shall notify OWNER of the specific failure or violation of this Assumption Agreement or the Landscape Agreement in writing and OWNER shall thereafter have a period of thirty (30) days to cure any such failure or violation to the CITY'S reasonable satisfaction and to the extent OWNER shall fail to cure same within said 30 day period, such failure shall be considered an "Event of Default" hereunder. Upon the occurrence of an Event of Default, the CITY shall have the right 1) to take any equitable action to enforce the terms and conditions of the Landscape Agreement or this Assumption Agreement, it being stipulated by the parties that since the Landscape Agreement and this Assumption Agreement deal with the right to use public easements and rights-of-way of FDOT for a governmental purpose, a violation or breach of any term or condition of the Landscape Agreement or this Assumption Agreement constitutes an irreparable injury to the public and CITY for which there is no adequate remedy at law, or 2) take such curative action that was required to be taken by the OWNER under the Landscape Agreement or this Assumption Agreement and the cost and expense incurred in CITY's curative actions shall be passed on to and owed by OWNER, in which case OWNER shall be liable for payment to CITY for all reasonable and necessary costs and expenses incurred by CITY in connection with the performance of the action or actions associated with the landscape improvements. OWNER shall reimburse CITY within thirty (30) days following written demand for payment thereof. Interest shall begin to accrue on the unpaid amount thirty (30) days after the CITY sends the written demand for payment to OWNER, at a 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 Landscape Agreement or Assumption Agreement, and such dispute is not resolved within thirty days (30) days after the date that CITY makes the written demand for payment, OWNER shall pay to CITY the undisputed amount and shall provide CITY with a bond or other security acceptable to CITY for the disputed amount pending a resolution of the dispute by negotiation or litigation. If OWNER does not make the payments required under this Section within the thirty (30) day period set forth herein, then CITY shall have a right to record a Claim of Lien against the Property, which Lien may be either (a) for the total amount of the fines, including all subsections thereunder, or (b) for all reasonable and necessary costs and expenses of any cure undertaken by CITY in accordance with this Section, the cost of any interim insurance policy as provided herein, and reasonable attorneys' fees and costs associated therewith. The Lien shall be effective upon the recording of a 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 failure to pay the fines owed or reimburse CITY for curative actions taken by CITY. CITY shall have all other rights and remedies granted to it at law or in equity for OWNER's failure to pay the fines owed or reimburse CITY for curative actions taken by CITY. The remedies found within this Section are cumulative. The exercise of one does not preclude the exercise of any other remedy.

8. Emergencies. If an emergency situation arises with respect to the Landscape 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 Contact Person. If actual notice of the emergency is given to OWNER and OWNER shall thereafter fail to take timely action to correct the emergency situation, then, to the extent the continuance of the emergency situation would pose an imminent threat to health or safety to Persons or property, CITY may undertake such limited actions as are necessary to eliminate the emergency; and CITY shall be entitled to recover its reasonable costs of cure or resolve the emergency from OWNER in accordance with provisions hereof. For the purposes of this Paragraph, OWNER Contact Person shall be **Greg Clayton** telephone number **(702) 525-2461**; and e-mail address: gclayton@uapcompanies.com. In the event the OWNER's Contact Person or any other information pertaining to the OWNER's Contact Person shall change, such change shall be provided to the CITY Engineer in writing.

9. Damage to Public Property. In the event the use, operation, maintenance, repair, construction, demolition or reconstruction of the landscape improvements cause(s) any damage whatsoever to any other public property, then OWNER shall be responsible for the reasonable 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 Landscape Agreement or this Assumption Agreement, each such notice, demand, request or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be given by hand delivery, or by a nationally recognized overnight courier, or by mailing the same by registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the address set forth below, or at such other address or addresses and to such other person or firm as OWNER may from time to time designate by notice as herein provided.

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

AS TO CITY: Christopher J. Lagerbloom, ICMA-CM
City Manager
City Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

With copy to: Alain Boileau, Esq.
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 OWNER: Andrews Project Development, LLC
ATTN: John E. Young
4699 Jamboree Road, Newport Beach , CA.
92660

With a copy to: Shutts & Bowen LLP
200 South Biscayne Boulevard, 41st Floor
Miami, Florida 33131
Attn: Florentino L. Gonzalez, Esq.

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

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

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

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

provided. All terms and words used in this Assumption Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and other gender, as the context requires.

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

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

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

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

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

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

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

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

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

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

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

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

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

(SIGNATURES TO FOLLOW)

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of ORANGE }

On DECEMBER 3, 2019 before me, J. CARROLL - NOTARY PUBLIC,
(Here insert name and title of the officer)

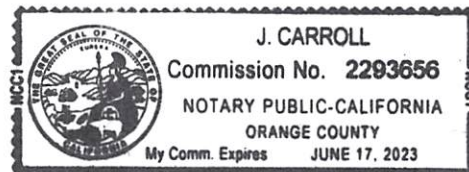
personally appeared JOHN E. YOUNG,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

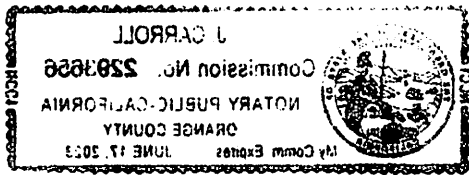
(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



WITNESSES:

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

Mary J. Matthews
Mary J. Matthews
[Witness type or print name]

(CORPORATE SEAL)



AS TO CITY:

CITY OF FORT LAUDERDALE

By [Signature]
Dean J. Trantalis, Mayor

By [Signature]
Christopher J. Lagerbloom, City Manager

ATTEST: [Signature]
Jeffrey A. Modarelli, City Clerk

Approved as to form:
Alain Boileau, City Attorney

By: [Signature]
Print Name: Kimberly Cunningham Mosley
Title: Assistant City Attorney

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[Faint handwritten notes and a circular stamp]

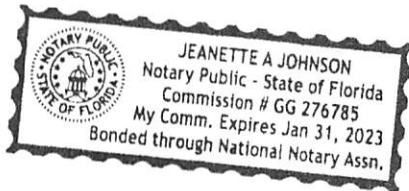


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STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 9th day of March, 2020, by **Dean J. Trantalis**, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me.

(SEAL)



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

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

My Commission Expires: 1/31/23

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 5 day of March, 2020, by **Christopher J. Lagerbloom**, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me.

(SEAL)

Gina Rizzuti-Smith
Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

Gina Rizzuti-Smith
Name of Notary Typed,
Printed or Stamped

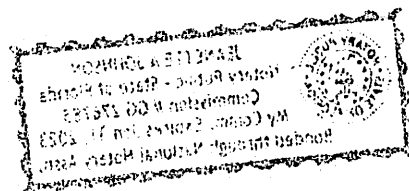
My Commission Expires:

TO THE HONORABLE
MEMBER OF CONGRESS
JAMES H. HANCOCK
WASHINGTON, D. C.

Dear Mr. Hancock:
I am writing to you today
to express my appreciation
for the many ways in which
you have helped me and my
family during the past year.

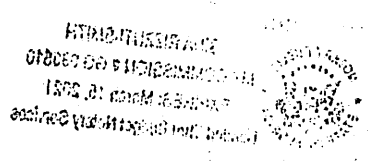
I am sure that you will
continue to help me in the
future.

Sincerely,
[Signature]



I am sure that you will
continue to help me in the
future.

[Signature]



I am sure that you will
continue to help me in the
future.

[Signature]

Exhibit A

Legal Description of the Property
(Andrews Project Development, LLC)

See attached sketch and legal description



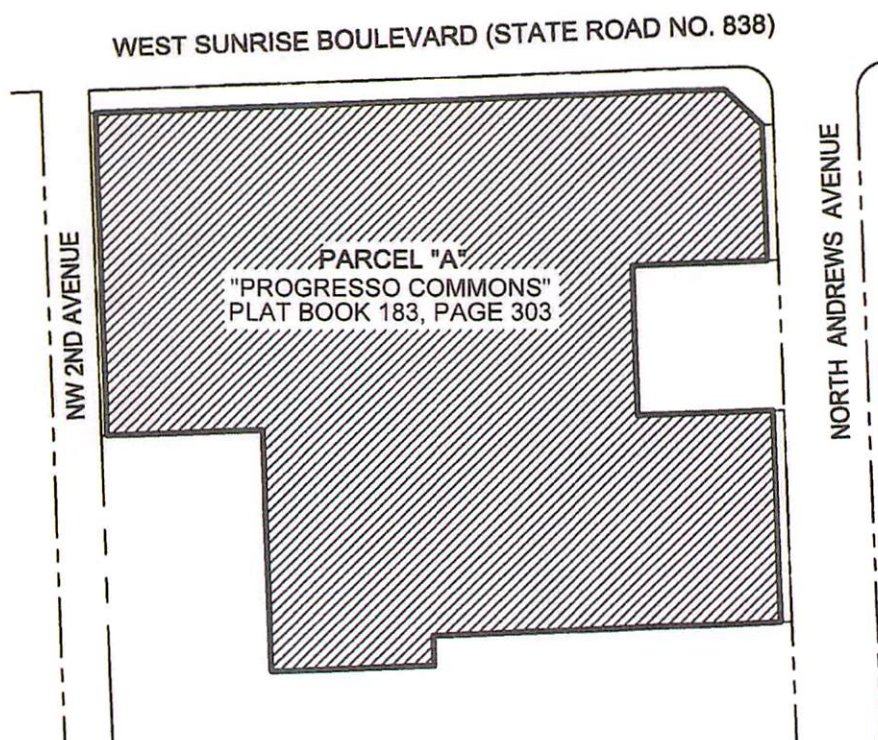
SKETCH AND LEGAL DESCRIPTION
BY
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870



LEGAL DESCRIPTION:

PARCEL "A", "PROGRESSO COMMONS", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 183, PAGES 303, 304, 305 & 306, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.



LOCATION MAP

NOT TO SCALE

NOTES:

- 1) BEARINGS ARE BASED ON THE EAST LINE OF PARCEL "A" BEING S02°07'25"E.
- 2) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
- 3) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 4) ALL RECORDED DOCUMENTS ARE IN THE PUBLIC RECORDS OF BROWARD COUNTY UNLESS OTHERWISE NOTED.
- 5) THIS SITE CONTAINS 209,401 SQUARE FEET (4.8072 ACRES), MORE OR LESS.

FILE: ANDREWS PROJECT DEVELOPMENT LLC

SCALE: N/A

DRAWN: M.D.

ORDER NO.: 66591

DATE: 10/31/19

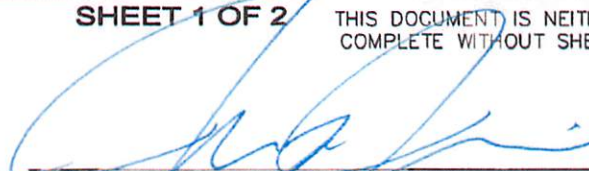
SITE BOUNDARY

BROWARD COUNTY, FLORIDA

FOR: PROGRESSO COMMONS

SHEET 1 OF 2

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


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



SKETCH AND LEGAL DESCRIPTION

BY

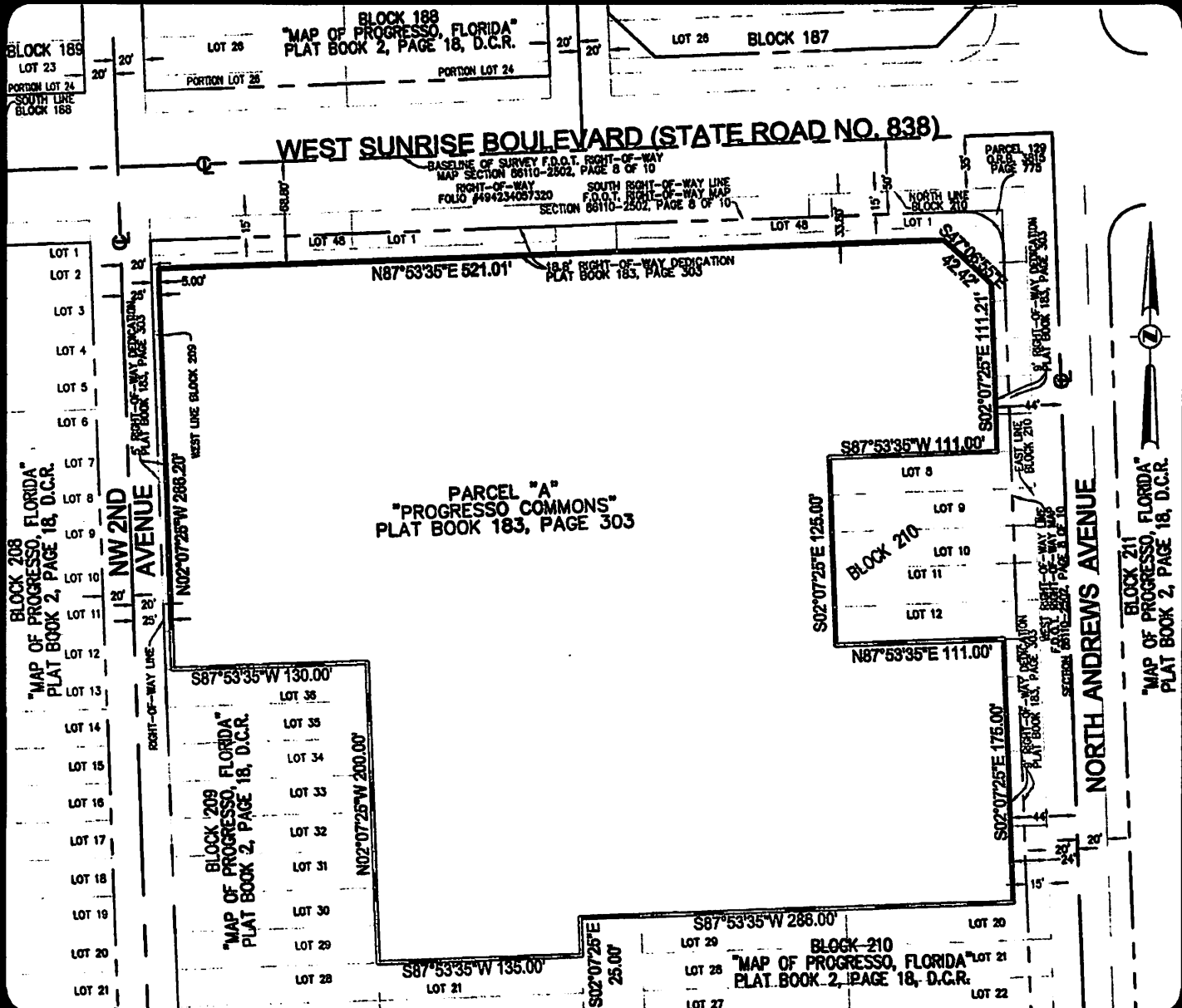
PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD

SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778

E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870



FILE: ANDREWS PROJECT DEVELOPMENT LLC

SCALE: 1"=100'

DRAWN: M.D.

ORDER NO.: 66591

DATE: 10/31/19

SITE BOUNDARY

BROWARD COUNTY, FLORIDA

FOR: PROGRESSO COMMONS

SHEET 2 OF 2

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

LEGEND:

☉ CENTERLINE
O.R.B. OFFICIAL RECORDS BOOK
D.C.R. DADE COUNTY RECORDS
F.D.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION

EXHIBIT "A"

LEGAL DESCRIPTION

A PORTION OF BLOCKS 209 AND 210 AND THE RIGHT-OF-WAY OF SW 1ST AVENUE LYING BETWEEN SAID PORTIONS, "PROGRESSO", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 37 OF SAID BLOCK 209; THENCE NORTH 02°07'25" WEST ON THE WEST LINE OF SAID BLOCK 209, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF NW 2ND AVENUE AS SHOWN ON SAID PLAT 285.00 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF THE NORTH 15.00 FEET OF SAID BLOCK 209, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF WEST SUNRISE BOULEVARD (STATE ROAD NO. 838) AS SHOWN ON STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 88110-2502, PAGE 8 OF 10; THENCE NORTH 87°53'35" EAST ON SAID SOUTH RIGHT-OF-WAY LINE 640.01 FEET TO THE BEGINNING OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°59'00", FOR AN ARC DISTANCE OF 39.26 FEET TO A POINT OF TANGENCY ON THE WEST LINE OF THE EAST 15.00 FEET OF BLOCK 210, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF NORTH ANDREWS AVENUE; THENCE SOUTH 02°07'25" EAST ON SAID WEST RIGHT-OF-WAY LINE 135.01 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF LOT 7, BLOCK 210; THENCE SOUTH 87°53'35" WEST ON SAID SOUTH LINE 120.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7, BLOCK 210; THENCE SOUTH 02°07'25" EAST ON THE EAST LINE OF LOTS 41, 40, 39, 38 AND 37 OF SAID BLOCK 210 FOR 125.00 FEET TO THE NORTHWEST CORNER OF LOT 13, BLOCK 210; THENCE NORTH 87°53'35" EAST ON THE NORTH LINE OF SAID LOT 13 FOR 120.00 FEET TO THE AFOREMENTIONED WEST LINE OF THE EAST 15.00 FEET OF BLOCK 210 AND THE WEST RIGHT-OF-WAY LINE OF NORTH ANDREWS AVENUE; THENCE SOUTH 02°07'25" EAST ON SAID WEST RIGHT-OF-WAY LINE 175.00 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF LOT 19, BLOCK 210; THENCE SOUTH 87°53'35" WEST ON SAID SOUTH LINE OF LOT 19 AND CONTINUING ON THE SOUTH LINE OF LOT 30, BLOCK 210 AND ITS WESTERLY EXTENSION, ALSO BEING THE SOUTH LINE OF THE NORTH 475.00 FEET OF SAID NW 1ST AVENUE RIGHT-OF-WAY 296.00 FEET TO THE INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SAID NW 1ST AVENUE AND THE NORTHEAST CORNER OF LOT 20, BLOCK 209 AS SHOWN ON SAID PLAT; THENCE SOUTH 02°07'25" EAST ON SAID WEST RIGHT-OF-WAY LINE AND, ON THE EAST LINE OF SAID LOT 20, BLOCK 209 FOR 25.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 20, BLOCK 209; THENCE SOUTH 87°53'35" WEST ON THE SOUTH LINE OF SAID LOT 20, BLOCK 209 FOR 135.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 20, BLOCK 209; THENCE NORTH 02°07'25" WEST ON THE WEST LINE OF LOTS 20, 19, 18, 17, 16, 15, 14 AND 13, BLOCK 209 FOR 200.00 FEET TO THE SOUTHEAST CORNER OF AFOREMENTIONED LOT 37, BLOCK 209; THENCE SOUTH 87°53'35" WEST ON THE SOUTH LINE OF SAID LOT 37 FOR 135.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, CONTAINING 224,516 SQUARE FEET (5.1542 ACRES), MORE OR LESS.

Exhibit B

**See attached
“State of Florida Department of Transportation
District Four Landscape Maintenance
Memorandum of Agreement”**

SECTION No.: 860005000
S.R. No.: 838
PERMIT No(s): 2018-L-491-014
COUNTY: BROWARD

**DISTRICT FOUR (4) AMENDMENT NUMBER FIVE (5) TO STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION LANDSCAPE INCLUSIVE
MEMORANDUM OF AGREEMENT**

THIS AMENDMENT Number Five (5) 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 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 on State Road 838 (Sunrise Boulevard) 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 AGENCY to have constructed additional landscape improvements or to modify an improvement located as indicated in Exhibit "A", State Road 838 (Sunrise Boulevard) from M.P. 7.537 to M.P. 7.653, 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 and add the following provision:

II. Specific Project Site Maintenance Requirements and Recommendations:

All sodding shall be kept free of sunken, bare, or dead spots. Trees shall only be pruned to structurally manage tree architecture with the objective of reducing the failure risk by improving structure and removing dead branches, providing more clearance by raising or reducing the crown, and thinning of the crown to increase light and air penetration. Dead or dying plant materials shall be replaced with the Florida Number 1 materials of the same species and specification as the approved plan. A 3-inch layer of sterilized organic mulch derived from invasive tree species shall be provided no closer than 6" to the base of trees and shall be replenished annually. In other area, a special system of proprietary resin-aggregate pervious tree pit medium of Addapave is provided for trees in sidewalk planter cutouts. The surface shall be restored as needed with identical materials and kept at a maximum slope of 2% in any direction, free of debris and obstruction to allow for safe pedestrian circulation. Invasive exotics shall be removed and eradicated from all landscape areas. Regular inspection to assess the condition of plant materials and landscape areas is recommended to take place as part of regular maintenance operations. Live Oak trees installed in the Right-of-way at this site are best trimmed during the early spring to optimize growth and minimize susceptibility to pests and pathogens associated with wounding when pruned during their dormancy period. Palms and trees may be fertilized during the growing season 2-3 times a year. Lawn fertilization shall take place 3 times during each growing season. Fertilizers shall be kept off impervious surfaces & minimum 15' away from well points and surface water bodies. Structural soil areas shall be maintained free of sunken areas and shall be replenished with structural soils meeting the original specification as needed.

3. Nothing herein shall constitute a waiver of sovereign immunity by the AGENCY.

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 with this Amendment effective the 17th day of February year written and approved.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: [Signature]
Transportation Development Director

Attest: [Signature] (SEAL)
Executive Secretary

CITY OF FORT LAUDERDALE, through its
CITY COMMISSIONERS

By: [Signature]
Dean J. Trantalis, Mayor
13 day of January, 2020

[Signature]
Christopher J. Lagerbloom, City Manager

Legal Review

Date

[Signature] 2/13/2020
Office of the General Counsel

Approved as to form by Office of City Attorney

[Signature]
Kimberly Cunningham Mosley,
Assistant City Attorney

ATTEST

[Signature]
Jeffrey A. Modarelli, City Clerk

(SEAL)

SECTION No.: 860005000
S.R. No.: 838
PERMIT No(s).: 2018-L-491-014
COUNTY: BROWARD

EXHIBIT A

LANDSCAPE IMPROVEMENTS PROJECT LIMITS

MAINTENANCE BOUNDARIES LIMITS AND LOCATION MAP

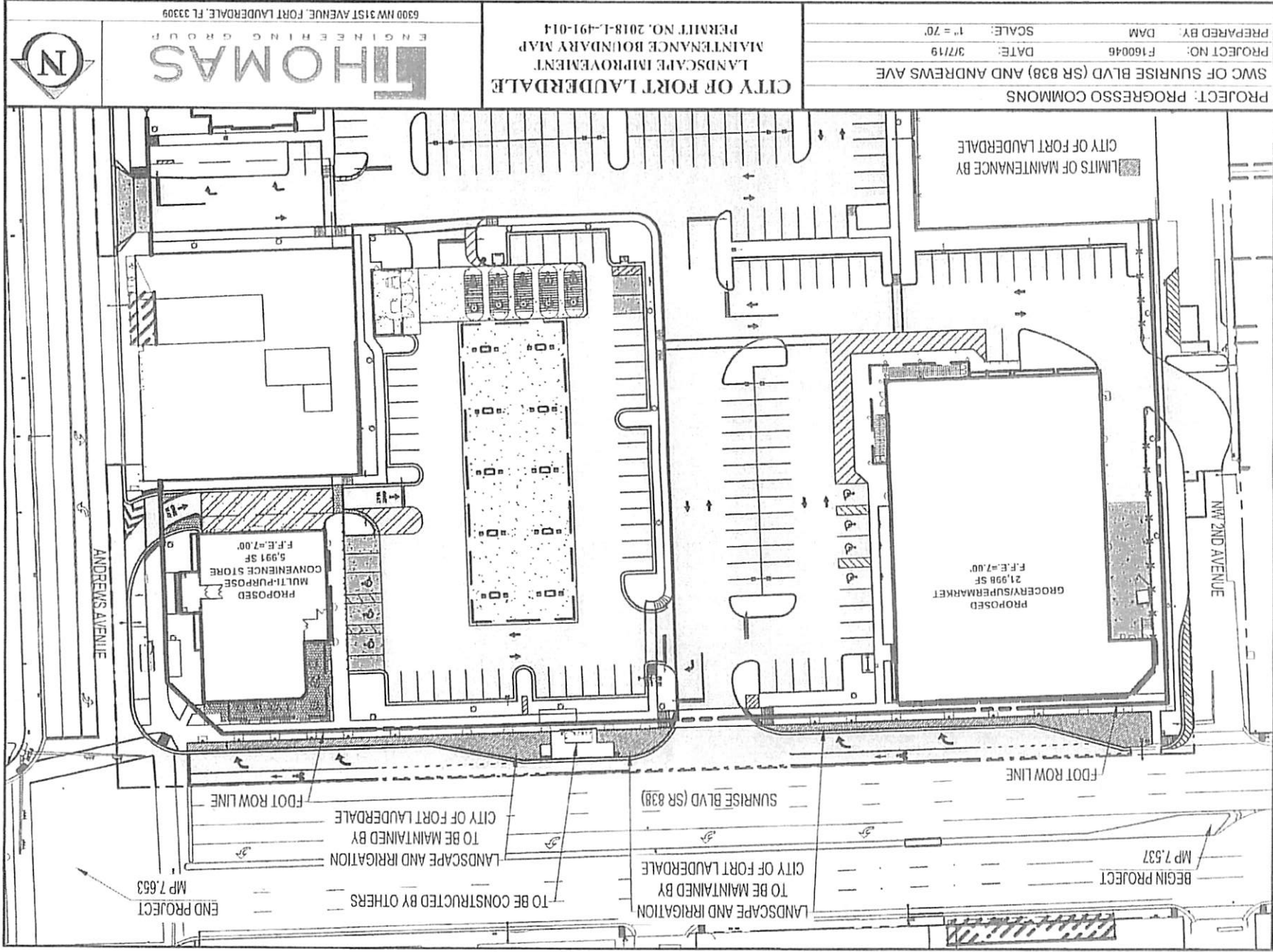
- I. **PERMIT LANDSCAPE PROJECT LIMITS:**
Section 8602000
State Road 838 (Sunrise Boulevard) from M.P. 7.537 to M.P. 7.653
- II. **INCLUSIVE LANDSCAPE MAINTENANCE AGREEMENT LIMITS:**
Section 86110000
State Road 838 (Sunrise Boulevard)
M.P. 5.789 (east of N.W. 24th Avenue) to M.P. 8.161 (State Road 5/US 1)
Entire right of way

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

Section 86005000
State Road 838 (Sunrise Boulevard)
M.P. 0.000 (N.E. 18th Avenue) to M.P. 1.191 (State Road A1A)
Entire right of way
- III. **LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARY LIMITS MAP:**

**All limits of the original agreement and amendments shall apply*

Please See Attached



C:\2016\ANDREWS PROJECT DEVELOPMENT\HARTLEY TAYLOR\160046 - SUNRISE BLVD & ANDREWS AVE, FORT LAUDERDALE\DWG\FINAL DMC SUBMITTAL\LANDSCAPE EXHIBIT 1 - LAYOUT EXHIBIT
 Printed on Friday, March 08, 2019, 10:25 AM by Doreen Mortant

SECTION No.: 860005000
S.R. No.: 838
PERMIT No(s).: 2018-L-491-014
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: Thomas Engineering Group
Ryan J. King Ebrahimián, RLA.

Date: December 6, 2018

FORT LAUDERDALE, FLORIDA

1. Contractor is responsible for determining all utility locations and installing facilities so as to not conflict. All damage to existing utilities or improvements caused by Contractor shall be repaired at no additional cost to the Owner.

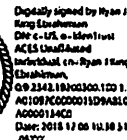
2 Contractor to notify "Sunshine State One Call of Florida, Inc." at 1-800-433-4110 Two Full Business Days prior to digging for underground utility locations.

2. Contractor shall be responsible for providing final grading of all associated planting areas.

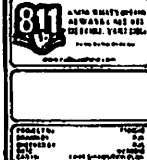
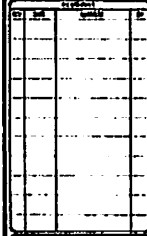
4. No plant material will be accepted showing evidence of sapro, chon ferns, equipment scars, or otherwise damaged

3 Root-prune all trees to be Re-located a minimum of (10) weeks prior to planting. Pests require no root-pruning 1 day before transplanted immediately or as construction schedule dictates.

6. Tree protection barricades shall be provided by Landscape Contractor around existing trees that may be impacted by the proposed construction. Prior to any construction a tree protection barricade inspection shall be conducted by the Landscape architect, owner or governing authority. Refer to Landscape Manual for tree preservation barricade format.



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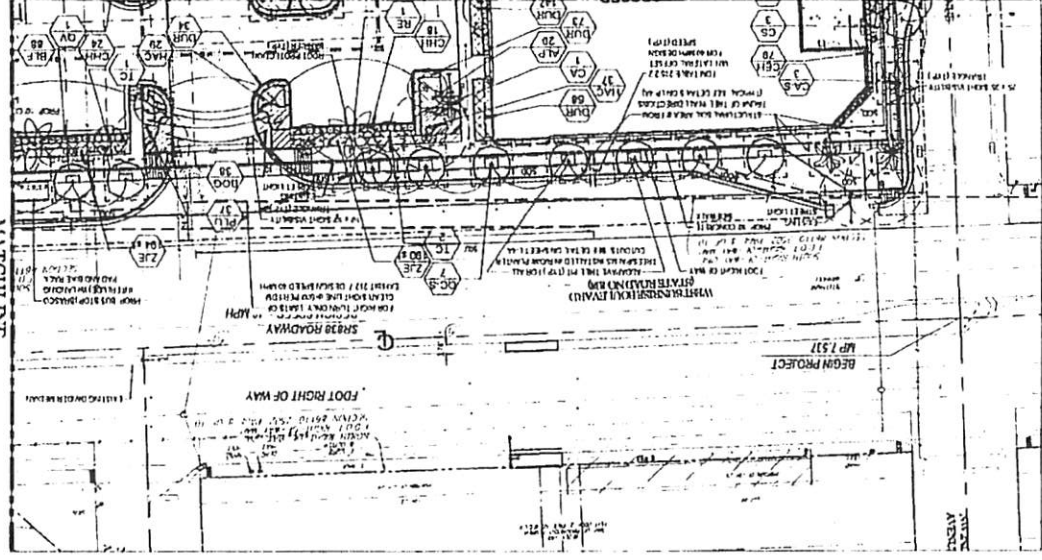
PROGRESS COMPANIES

**ANDREWS PROJECT
DEVELOPMENT, LLC**



**DISPOSITION CHARTS
& NOTES**

L-02



Technical drawing of a circular road layout. The drawing shows a central circular island with a diameter of 10.000m, surrounded by a road of 2.000m width. The drawing is oriented with North at the top. The central island is labeled 'ISLAND' and the surrounding road is labeled 'ROAD'. The drawing includes dimensions and a north arrow.



L-03
LANDSCAPE PL.



SVWÖHÖ

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DEVELOPMENT, ILL.

CONCLUSIONS

CONTROL

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NEW YORK, N.Y. (AP) —

DATE RECEIVED _____

AT 05/05/01 11:01 AM

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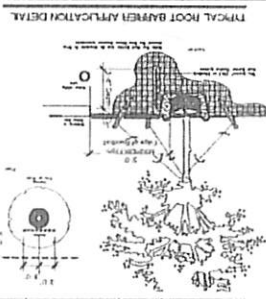
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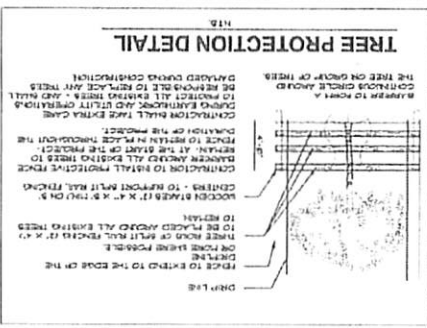
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PLANT SCHEDULE



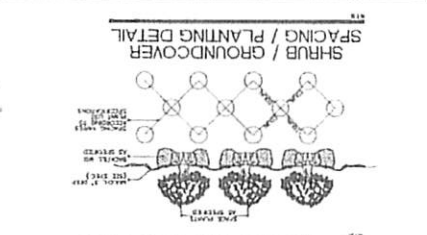
TAL

Figure 1. The proposed model for the development of the *Staphylococcus aureus* infection in the skin. The model shows the progression of the infection from the initial colonization of the skin by *S. aureus* to the development of a skin infection. The initial colonization is followed by the development of a skin infection, which is characterized by the presence of *S. aureus* in the skin. The skin infection is then followed by the development of a skin abscess, which is characterized by the presence of *S. aureus* in the skin and the formation of a pus-filled cavity. The skin abscess is then followed by the development of a skin abscess, which is characterized by the presence of *S. aureus* in the skin and the formation of a pus-filled cavity. The skin abscess is then followed by the development of a skin abscess, which is characterized by the presence of *S. aureus* in the skin and the formation of a pus-filled cavity.

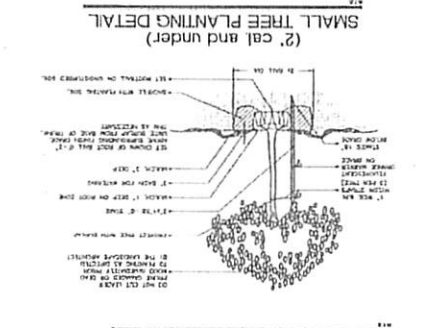


TREE PROTECTION DETAIL

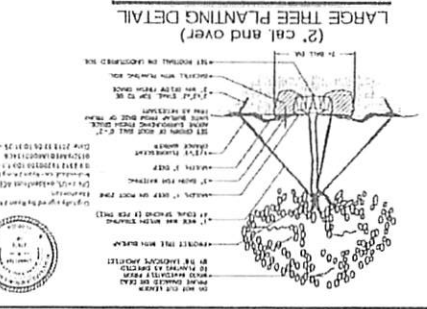
1. ROOFING MATERIAL
2. INSULATION
3. VAPOR BARRIER
4. STRUCTURAL WALL
5. INSULATION
6. VAPOR BARRIER
7. EXTERIOR FINISH
8. DRAINAGE CHANNEL
9. FLASHING
10. SILL SEAL
11. FOUNDATION
12. GROUND



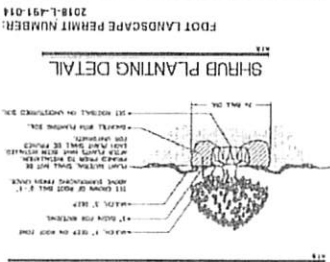
SHRUB / GROUND COVER
SPACING / PLANTING DETAIL



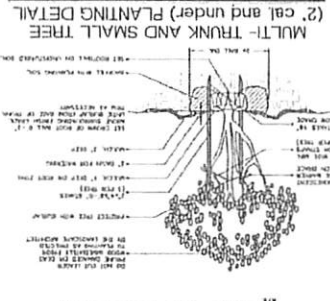
(2' cal. and under)



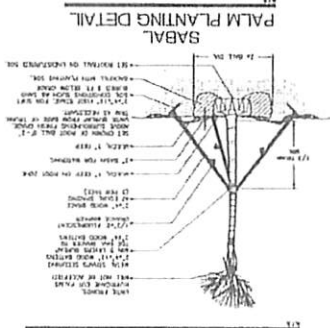
(2° cal. and over)



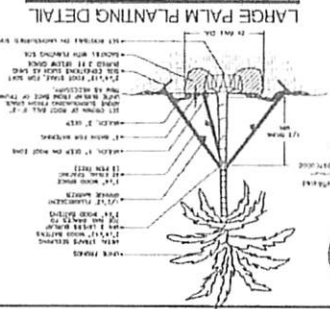
SHRUB PLANTING DETAIL



MULTI-TRUNK AND SMALL TREE

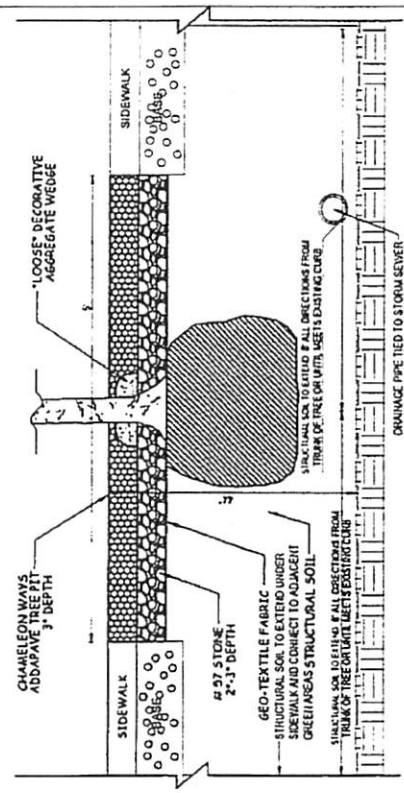


SABAL

[illegible]

[illegible]

2 'ADDAPAVE TP' DETAIL



NOTE: ADAPPAVE TO BE INSTALLED PARTIALLY IN GREEN AREAS SHALL BE POURED IN PLACE & BOUND BY GALVANIZED & POWDER COATED (COLOR: BROWN) STEEL FINISH GRADE SOIL EMBEDDED INTO THE FINISH GRADE SOIL SURFACE TO A DEPTH OF 6" & STAKED EVERY 16" ON ORIENTATION THEREOF; ON PERMANENTLY FLOODING AREAS, SUCH AS CREEKS, SWALES, AND POND BASINS, ADAPPAVE SHALL BE INSTALLED IN LOCATIONS WHERE IT WILL BE SUBMERGED DURING FLOODING. URETHANE BASE THAT WILL BE PLACED WITHIN THE ADAPPAVE TREE PIT & SECURELY STAKED TO A DEPTH OF 16".

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CULTURAL AND SPECIFICATIONS

- [illegible]

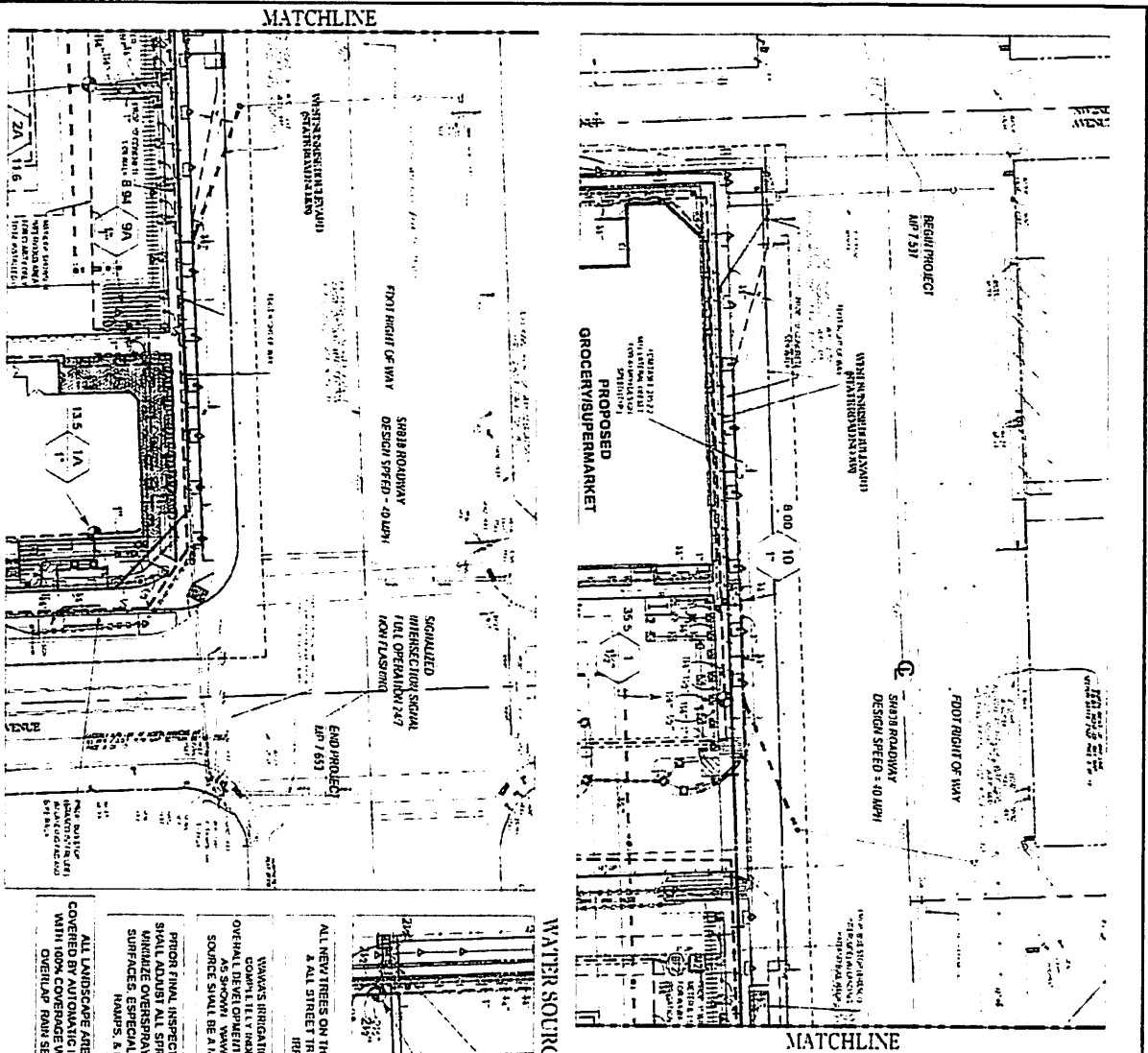
CONSTITUTIONAL LAW • THE FEDERAL GOVERNMENT

- [illegible]

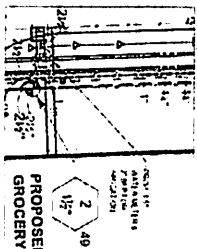


STRUCTURAL STEEL SPECIFICATIONS
PRODUCED ON THIS SET ARE THE
PROPERTY OF AMERICAN INSTITUTE
OF STEEL CONSTRUCTION. FOR
ADDITIONAL INFORMATION

FD0



WATER SOURCE: DETAIL



**ALL NEW TREES ON THE WAIYA PROPERTY
AND ALL STREET TREES SHALL RECEIVE
IRRIGATION BUBBLERS**

WAWA'S IRRIGATION SYSTEM SPAN THE
COMPLETELY INDEPENDENT FROM THE
OVERALL DEVELOPMENT IRRIGATION SYSTEM
AS SUCH WAWA IRRIGATION SYSTEM

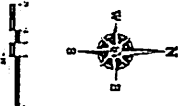
PRIOR FINAL INSPECTION, CONTRACTOR
SHALL ADVISE ALL EMPLOYEES OF ALL

RAMPS, & PEDESTRIAN AREAS

COVERED BY AUTOMATIC IRRIGATION SYSTEM
WITH 100% COVERAGE WITH A MINIMUM 50%
OVERLAP. RAIN SENSOR IS REQUIRED.

IRRIGATION NOTE

Digitally signed by
Ryan J King
F5ashburn
DN: c=US, o=Identi-
ACS threatened
bioethics, cn=Ryan J
King, postalCode=
09 2342, 191001000
1.1 - AD1097C0000
09A0101A000031
Date: 2018.12.06
10:42:49 -0500



FBI LABORATORY NUMBER:
2018-L-491-014

1-00

FRUITATION PLANT



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**PHOTOHESSO
COLLECTIONS**

[illegible]

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www.811.org

The figure consists of two parts. The top part shows a horizontal chain of sites, represented by dots. A central site is labeled 'i'. The bottom part shows a two-dimensional grid of sites. A central site is labeled 'i'. Its four nearest neighbors are labeled 'i-1' (left), 'i+1' (right), 'i-2' (up), and 'i+2' (down). The grid extends further in all directions, with some sites labeled 'i-3', 'i+3', 'i-4', and 'i+4'.

April 1964

H O I

MAS
J. R. C. O.

NOTE: THE IRRIGATION SCHEDULES ON THIS SHEET ONLY APPLY TO THE OVERALL PROPOSED COMMONS DEVELOPMENT PROJECT. NOT TO THE WAWA PARCEL IRRIGATION SYSTEM. SEE SHEET L-07A FOR WAWA IRRIGATION SCHEDULES.

NOTE: NO IRRIGATION EQUIPMENT IN THE FOOT ROW IS TO BE CONNECTED TO THE IRRIGATION SYSTEM FOR THE WAWA PARCEL. ALL IRRIGATION PROPOSED IN THE WATER COMMONS DEVELOPMENT PROJECT SHALL BE AS SHOWN.

WAWA IRRIGATION SYSTEM SHALL BE COMPLETELY INDEPENDENT FROM THE OVERALL DEVELOPMENT IRRIGATION SYSTEM.

IRRIGATION SCHEDULE OVERALL

Station	Description	Flow (GPM)	Pressure (PSI)	Notes
0+00	Start of Mainline	100	100	
0+10	Branch to Building 1	20	80	
0+20	Branch to Building 2	20	70	
0+30	Branch to Building 3	20	60	
0+40	Branch to Building 4	20	50	
0+50	Branch to Building 5	20	40	
0+60	Branch to Building 6	20	30	
0+70	Branch to Building 7	20	20	
0+80	Branch to Building 8	20	10	
0+90	Branch to Building 9	20	0	
1+00	End of Mainline	100	100	

VALVE SCHEDULE OVERALL

Station	Description	Flow (GPM)	Pressure (PSI)	Notes
0+00	Start of Mainline	100	100	
0+10	Branch to Building 1	20	80	
0+20	Branch to Building 2	20	70	
0+30	Branch to Building 3	20	60	
0+40	Branch to Building 4	20	50	
0+50	Branch to Building 5	20	40	
0+60	Branch to Building 6	20	30	
0+70	Branch to Building 7	20	20	
0+80	Branch to Building 8	20	10	
0+90	Branch to Building 9	20	0	
1+00	End of Mainline	100	100	

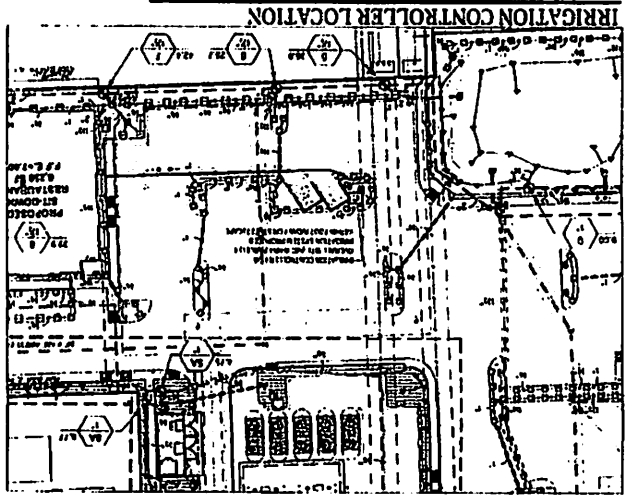
WATERING SCHEDULE OVERALL

Station	Description	Flow (GPM)	Pressure (PSI)	Notes
0+00	Start of Mainline	100	100	
0+10	Branch to Building 1	20	80	
0+20	Branch to Building 2	20	70	
0+30	Branch to Building 3	20	60	
0+40	Branch to Building 4	20	50	
0+50	Branch to Building 5	20	40	
0+60	Branch to Building 6	20	30	
0+70	Branch to Building 7	20	20	
0+80	Branch to Building 8	20	10	
0+90	Branch to Building 9	20	0	
1+00	End of Mainline	100	100	

CRITICAL ANALYSIS OVERALL

Station	Description	Flow (GPM)	Pressure (PSI)	Notes
0+00	Start of Mainline	100	100	
0+10	Branch to Building 1	20	80	
0+20	Branch to Building 2	20	70	
0+30	Branch to Building 3	20	60	
0+40	Branch to Building 4	20	50	
0+50	Branch to Building 5	20	40	
0+60	Branch to Building 6	20	30	
0+70	Branch to Building 7	20	20	
0+80	Branch to Building 8	20	10	
0+90	Branch to Building 9	20	0	
1+00	End of Mainline	100	100	

Digitally signed by Ryan J King
DN: c=US, o=Identiv, ou=Identiv, cn=Ryan J King
Individual: cn=Ryan J King
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Date: 2018.12.06
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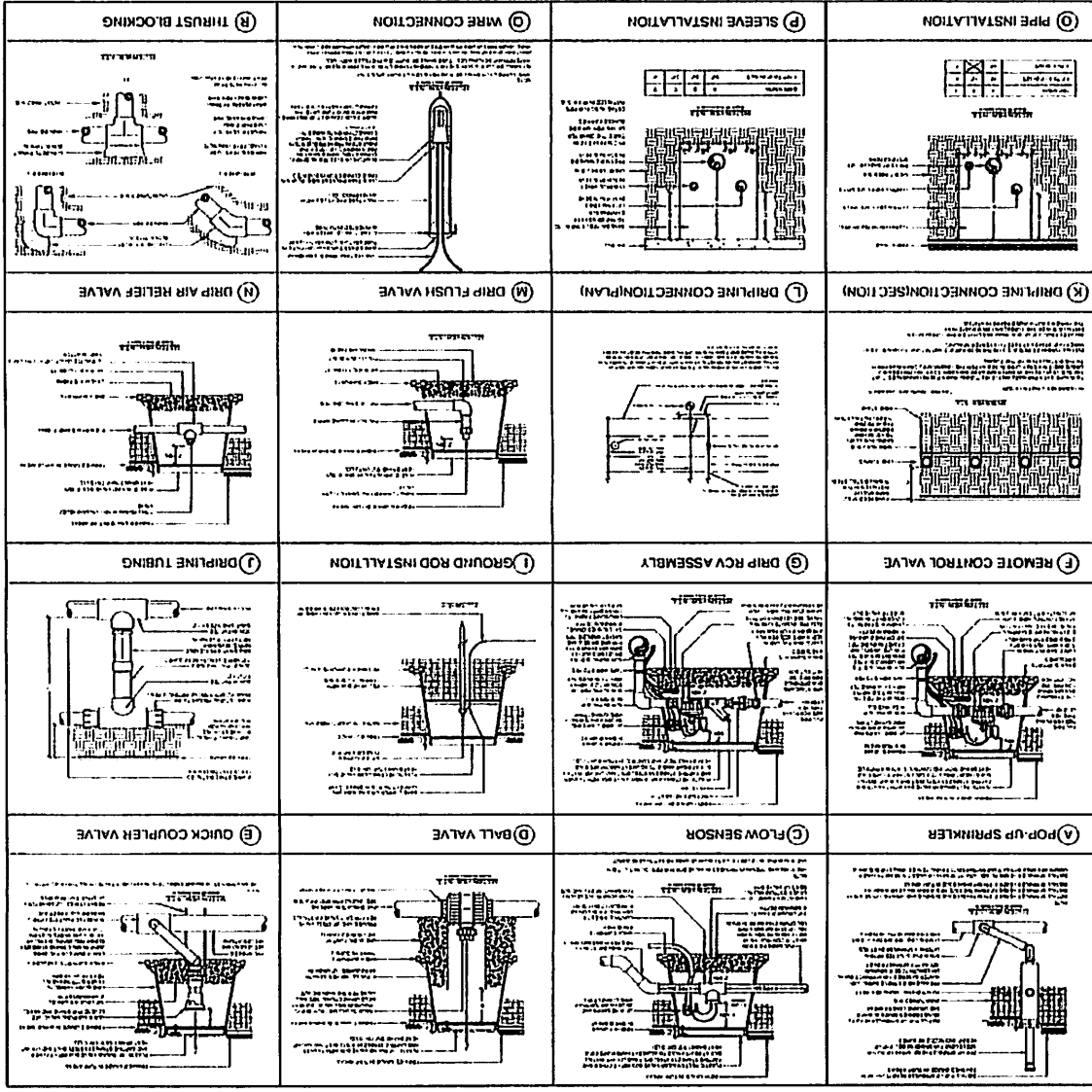


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Fax: (303) 750-1001
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ANDREWS PROJECT DEVELOPMENT, LLC	
PROGRESS CONCRETE	
118 NEW YORK CITY DISTRICT 11 LOCAL 118	
THOMAS	



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

200G
3/9/2020

Today's Date: 3/4/2020

DOCUMENT TITLE: ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT

COMM. MTG. DATE: 12/17/2019 CAM #: 19-0993 ITEM #: CR-3 CAM attached: ☒ YES ☐ NO

Routing Origin: CAORouter Name/Ext: K.Nembhard5001 Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☒ NO

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

1) Dept.: TAM Router Name/Ext: L.Morton/3764 # of originals routed: 1 Date to CAO: 3/4/2020

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

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

Date to CCO: 3/5/2020

Kimberly Cunningham Mosley
Attorney's Name

1300
Initials

3) City Clerk's Office: # of originals: 2 Routed to: MJ Matthews/CMO/x5364 Date: 3/5/2020

4) City Manager's Office: CMO LOG #: Mar. 23 Document received from: CCO

Assigned to: CHRIS LAGERBLOOM ☒ ROBERT HERNANDEZ ☐ ASHLEY BOXER ☐ TARLESHA SMITH ☐
CHRIS LAGERBLOOM as CRA Executive Director ☐

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

PER DCM: R. HERNANDEZ _____ (Initial/Date) PER ACM: A. Boxer _____ (Initial/Date)
PER ACM: T. Smith _____ (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 2 originals to ☒ Mayor ☐ CCO Date: 3/5/2020

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

6) City Clerk: Forward _____ originals to CAO for FINAL APPROVAL Date: _____

7) CAO forwards _____ originals to CCO Date: _____

8) City Clerk: Scan original and forwards _____ originals to: _____

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