

Prepared by and return to:  
JAI Motwani  
2231 North Ocean Blvd  
Fort Lauderdale, FL 33305

Folio Number: 4943 30 01 0380

## **ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT**

THIS ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT (“Assumption Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_ 2020, by and between:

**HOTEL MOTEL, INC.**, a Florida corporation, whose principal address is 2231 North Ocean Blvd Fort Lauderdale, Florida 33305 (“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, Florida 33301 (hereinafter “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 the west side of State Road A1A also known as North Ocean Blvd (hereinafter referred to as “A1A”), and a right-of-way which is under the jurisdiction of the State of Florida Department of Transportation (“FDOT”);

WHEREAS, certain landscape improvements are proposed to be installed in the right-of-way of A1A consisting of landscaping, irrigation and tree grates (“Improvements”); and

WHEREAS, the Improvements are proposed to be installed on the west side of the A1A right-of-way (between Mile Post 4.652 to Mile Post 4.713) (“Improvement Area”); and

WHEREAS, in order to permit the Improvements to be constructed in the FDOT right-of-way, FDOT requires the City to enter into an agreement entitled “District Four (4) Amendment Number Twelve (12) to State of Florida Department of Transportation Landscape Inclusive Memorandum of Agreement For State Road A1A” (“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 Improvements; and

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

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

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

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

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

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

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

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

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

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

**3. Compliance and Default.** OWNER agrees to assume any and all liability and responsibility for performance under the Agreement except that OWNER shall not be liable for

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

#### **4. Indemnification and Hold Harmless.**

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

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

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

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

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

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

**7. Event of Default; Remedy.** In the event the OWNER fails to perform or violates any of the terms or conditions of the Agreement or this Assumption Agreement or is in breach or default in any term or condition thereof, the City shall notify OWNER of the specific failure or violation of this Assumption Agreement or the Agreement in writing and OWNER shall thereafter have a period of thirty (30) days to cure any such failure or violation to the City's reasonable satisfaction (an "Event of Default"). Upon an Event of Default, the City has the right 1) to take any equitable action to enforce the terms and conditions of the Agreement or this Assumption Agreement, it being stipulated by the parties that since the Agreement and this Assumption Agreement deal with the right to use public easements and rights-of-way of FDOT used for a governmental purpose, a violation or breach of any term or condition of the Agreement or this Assumption Agreement constitutes an irreparable injury to the public and CITY for which there is

no adequate remedy at law or 2) take such curative action that was required to be taken by the OWNER under the Agreement and the cost and expense incurred in CITY's curative actions shall be passed on to and owed by OWNER, in which case OWNER shall be liable for payment to CITY for all reasonable and necessary costs and expenses incurred by CITY in connection with the performance of the action or actions associated with the Improvements. OWNER shall reimburse CITY within thirty (30) days following written demand for payment thereof. Interest shall accrue on the unpaid amount at the rate of twelve percent (12%) per annum simple interest but in no event shall interest exceed the highest amount allowed by Florida law. If a dispute arises as to the need for, or amount due to the CITY for repairs or maintenance undertaken by CITY in accordance with the Agreement or Assumption Agreement, and such dispute is not resolved within thirty days (30) days after the date that CITY makes the written demand for payment, OWNER shall pay to CITY the undisputed amount and shall provide CITY with a bond or other security acceptable to CITY for the disputed amount pending a resolution of the dispute by negotiation or litigation. If OWNER does not make the payments required under this Section within the thirty (30) day period set forth herein, then CITY shall have a right to record a Claim of Lien against the Property, which Lien may be either (a) for the total amount of the fines, including all subsections thereunder, or (b) for all reasonable and necessary costs and expenses of any cure undertaken by CITY in accordance with this Section, the cost of any interim insurance policy as provided herein, and reasonable attorneys' fees and costs associated therewith. The Lien shall be effective upon the recording of a 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 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, following that notice, OWNER fails to take timely action to correct the emergency situation, and allowing the emergency situation to continue would pose an imminent threat to health or safety to Persons or property, CITY may undertake such limited actions as are necessary to eliminate the emergency; and CITY shall be entitled to recover its reasonable costs of cure or resolve the emergency from OWNER in accordance with provisions hereof. For the purposes of this Section, OWNER's Contact Person shall be Jai Motwani, Attention: Jai Motwani; telephone number (954) 818-6719; and e-mail address: motwanij@bellsouth.net. In the event the OWNER's Contact Person or any other information pertaining to the OWNER's Contact Person shall change, such change shall be provided to the CITY Engineer and the Department of Transportation and Mobility Director, in writing.

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

**10. Notices.**

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

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

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

With copy to: Alain Boileau,  
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.E. 3<sup>rd</sup> Avenue  
Fort Lauderdale, Florida 33301

AS TO OWNER: Hotel Motel, Inc.  
ATTN: Jai Motwani  
2231 North Ocean Blvd  
Fort Lauderdale, FL 33305

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

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

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

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

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

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

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

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

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

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

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

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

**22. Recording.** This Assumption Agreement shall be recorded in the Public Records of Broward County, Florida, the costs of which shall be borne by OWNER. OWNER shall record



this Assumption Agreement with attached exhibits and a copy of the recorded Assumption Agreement shall be provided to City and filed with the City Clerk's Office.

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

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

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

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

(SIGNATURES TO FOLLOW)



**AS TO CITY:**

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

[Witness type or print name]

\_\_\_\_\_

\_\_\_\_\_

[Witness type or print name]

(CORPORATE SEAL)

**CITY OF FORT LAUDERDALE**

By: \_\_\_\_\_  
Dean J. Trantalis, Mayor

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

ATTEST:

\_\_\_\_\_  
Jeffrey A. Modarelli, City Clerk

Approved as to form:  
Alain Boileau, City Attorney

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: Assistant City Attorney

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by **Dean J. Trantalis**, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me.

(SEAL)

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

\_\_\_\_\_  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires:  
\_\_\_\_\_

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Christopher J. Lagerbloom, ICMA-CM, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me.

(SEAL)

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

\_\_\_\_\_  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires:  
\_\_\_\_\_

## **Exhibit A**

### **Legal Description and Sketch**

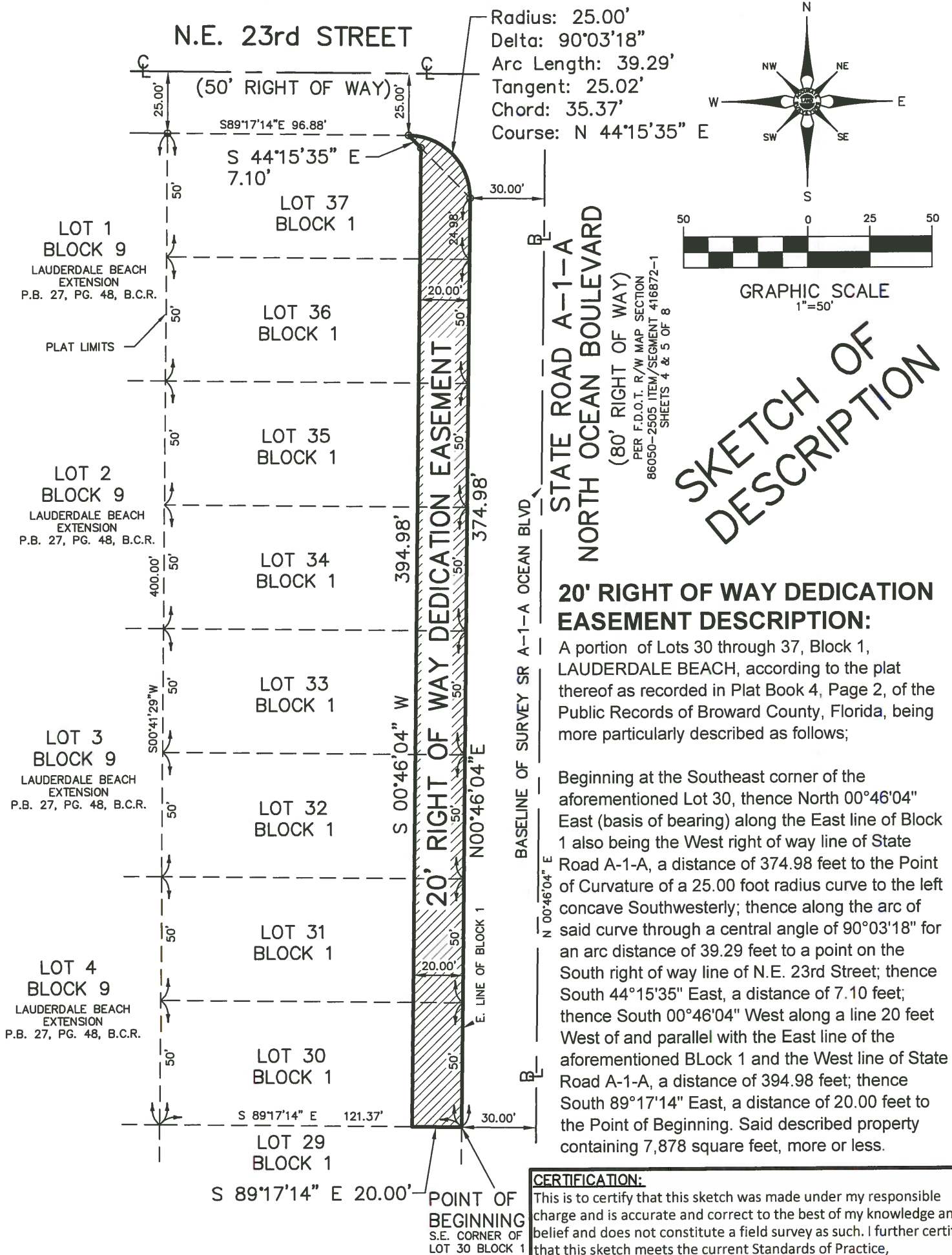
# ACCURATE LAND SURVEYORS, INC.

1150 E. ATLANTIC BLVD.  
POMPANO BEACH, FLORIDA 33060

L.B. #3635

SHEET 1 OF 1

TEL. (954) 782-1441  
FAX. (954) 782-1442



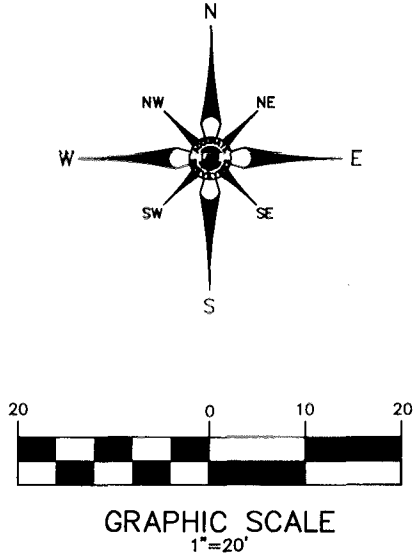
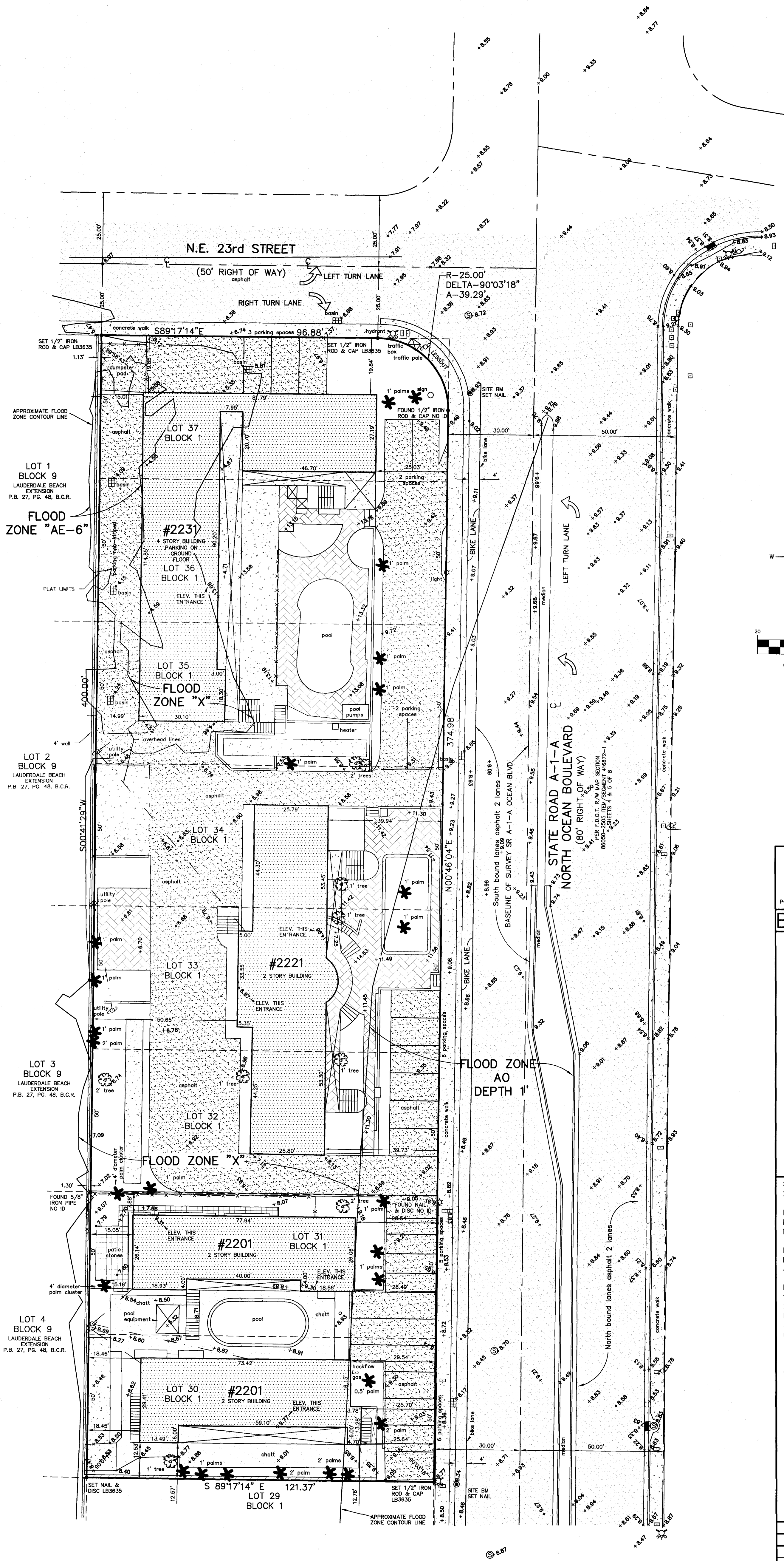
## ABBREVIATIONS:

N = NORTH  
S = SOUTH  
E = EAST  
W = WEST  
P.B. = PLAT BOOK  
PG. = PAGE  
B.C.R. = BROWARD COUNTY RECORDS  
C/L = CENTERLINE

REVISIONS	DATE	BY
REVISE SKETCH TO INCLUDE RADIUS 18-3227	10-23-18	MLW
REVISE SKETCH	09-24-18	MLW
DATE OF SKETCH 04-21-17	DRAWN BY MLW	CHECKED BY MLW
		FIELD BOOK ALS-SU-17-1082

SCALE 1"= 50' SKETCH NUMBER SU-17-1082





ACCURATE LAND SURVEYORS, INC.

L.B. #3635

1150 E. ATLANTIC BLVD.  
POMPADOUR BEACH, FLORIDA 33060

TEL: (954) 782-1441  
FAX: (954) 782-1442

BOUNDARY & TOPOGRAPHIC SURVEY

LEGEND OF ABBREVIATIONS:

A = CENTRAL ANGLE

A = ARC LENGTH

CB = CHORD BEARING

R = RADIUS

R/W = RIGHT OF WAY

P.C. = POINT OF CURVATURE

P.T. = POINT OF TANGENCY

WM = WATER METER

OH = OVERHANG

N = NORTH

S = SOUTH

E = EAST

W = WEST

CONC. = CONCRETE

D.B. = DEED BOOK

CLF = CHAIN LINK FENCE

BLVD. = BOULEVARD

ENCH. = ENCH.

I.P. = IRON PIPE

I.R. = IRON ROD

P.R.M. = PERMANENT REFERENCE MONUMENT

N.A.V.D. = NORTH AMERICAN VERTICAL DATUM

U.E. = UTILITY EASEMENT

D.E. = DRAINAGE EASEMENT

A.E. = ANCHOR EASEMENT

MAINT. = MAINTENANCE

ESMT. = EASEMENT

ELEV. = ELEVATION

B.M. = BENCHMARK

SQ. FT. = SQUARE FEET

P.C.P. = PERMANENT CONTROL POINT

P.B.C.R. = PALM BEACH COUNTY RECORDS

P = PLAT

N&D = NAIL & DISC

P.O.C. = POINT OF COMMENCEMENT

P.O.B. = POINT OF BEGINNING

A/C = AIR CONDITIONER

FND. = FOUND

CHATT. = CHATTAHOOCHEE

F.P.L. = FLORIDA POWER & LIGHT

N.T.S. = NOT TO SCALE

B.C.R. = BROWARD COUNTY RECORDS

D.C.R. = DADE COUNTY RECORDS

P.B. = PLAT BOOK

O.R.B. = OFFICIAL RECORDS BOOK

F.F. = FINISHED FLOOR

GAR. = GARAGE

C/L = CENTERLINE

M.H. = MANHOLE

(M) = MEASURED

LP = LIGHT POLE

CH = CHAIN LINK FENCE

W.F. = WOOD FENCE

M.F. = METAL FENCE

P.V. = PVC FENCE

C.F. = CONCRETE FENCE

W.W. = WIRE FENCE

STREET ADDRESS:

2201-2231 North Ocean Boulevard, Fort Lauderdale, Florida

LEGAL DESCRIPTION:

Lots 30 through 37, Block 1, LAUDERDALE BEACH, according to the plat thereof as recorded in Plat Book 4, Page 2, of the Public Records of Broward County, Florida;

Less that part of Lot 37, Block 1, LAUDERDALE BEACH, which is included in external area formed by a 25 foot radius arc, which is tangent to the East line of said Lot 37, and tangent to the North line of said Lot 37; containing 135 square feet, more or less.

NOTES:

1. Unless otherwise noted field measurements are in agreement with record measurement.

2. Bearings shown hereon are based on a bearing of North 00°46'04" East along the centerline of North Ocean Boulevard, Plat Book 4, Page 2, of the Public Records of Broward County, Florida.

3. The lands shown hereon were not abstracted for ownership, rights of way, easements, or other matters of records by Accurate Land Surveyors, Inc.

4. Ownership of fences and walls if any are not determined.

5. This survey is the property of Accurate Land Surveyors, Inc. and shall not be used or reproduced in whole or in part without written authorization.

6. This survey is made for the exclusive use of the certified hereon, to be valid one year from the date of survey as shown hereon.

7. Perimeter area of the subject property is 48518.89 square feet or 1.113 acres more or less.

FLOOD INFORMATION:

Community name and number: Fort Lauderdale 125105

Map and parcel number: 12011C0396H

Revised: 08-18-14

Flood zone: "See Sketch"

Base flood elevation: "See sketch"

BENCHMARK INFORMATION:

City of Fort Lauderdale Benchmark NE 21 Elevation = 9.002' NAVD1988

CERTIFY TO:

Jai Motwani

DATE OF FIELD SURVEY: 10-24-16

DRAWN BY: MLW

FIELD BOOK: 16-3710

CHECKED BY: MLW

REVISIONS

DATE

BY

UPDATE SURVEY ADD R/W WIDTH, BIKE LANE AND AREA 16-4181 12-07-16

MLW

REVISE SKETCH TO SHOW PERIMETER AREA OF LOT

12-06-16

AL/RLT

CERTIFICATION:

This is to certify that this sketch of boundary survey was made under my responsible charge and is accurate and correct to the best of my knowledge and belief. I further certify that this sketch meets the current Standards of Practice, established by the Board of Professional Surveyors and Mappers, Chapter 53-17, Florida Administrative Codes, pursuant to current Section 472.027, Florida Statutes.

Robert L. Thompson 12-8-16

ROBERT L. THOMPSON (PRESIDENT)

PROFESSIONAL SURVEYOR AND MAPPER No.3869 - STATE OF FLORIDA

SHEET 1 OF 1

SCALE 1"=20'

SKETCH NUMBER SU-16-3710

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

## **Exhibit B**

### **Florida Department of Transportation Landscape Inclusive Maintenance Memorandum of Agreement**



SECTION No(s).: 86050000  
S.R. No.: A1A  
PERMIT No: 2020--L-491-00006  
COUNTY: BROWARD

**DISTRICT FOUR (4) AMENDMENT NUMBER TWELVE (12) TO STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION LANDSCAPE INCLUSIVE  
MEMORANDUM OF AGREEMENT FOR STATE ROAD A1A**

**THIS AMENDMENT** Number Twelve (12) to the Agreement dated January 31, 2008, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between the State of Florida Department of Transportation hereinafter called the **DEPARTMENT** and the **CITY OF FORT LAUDERDALE**, a municipal corporation of the State of Florida, hereinafter called the AGENCY.

**W I T N E S S E T H**

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

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

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

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

1. Pursuant to Paragraph Number Thirteen (13) in the Agreement dated January 31, 2008, the AGENCY has agreed to construct additional landscape improvements or to modify an improvement located as indicated in **Exhibit "A"**, State Road A1A (North Ocean Boulevard) from (M.P.4.652) to N.E. 23<sup>rd</sup> Street (M.P.4.713), in accordance with the plans attached as **Exhibit "B"**.
- 2 The AGENCY shall agree to maintain the additional landscape improvements in the Agreement described above in accordance with the Maintenance Plan, **Exhibit "C"** of the original agreement and,

## II. SPECIFIC PROJECT SITE MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS:

*Installation of new plant material associated with this project along and within FDOT R.O.W. and included in the Landscape Improvement Maintenance Boundary Map is minimal and limited to:*

- a. *10- Live Oaks ,2- Sylvester Palms and 1 Gumbo Limbo installed in the R.O.W. along the west side of A-1-A. Sylvester Palms shall allowed to grow to a mature height. Maintenance of these palms shall be limited to removal of dead fronds periodically as needed. Live Oaks and Gumbo Limbo shall be allowed to attain a mature height and crown spread. Live Oaks and Gumbo Limbo shall be pruned prior to hurricane season every year so as not to present a problem with falling over during high winds. Pruning shall be done by a certified arborist.*

- b. *Hedges and Ground Cover installed within the west Right of Way:*

*Acalapha Wilkesiana ( Copper Leaf ) shall be maintained at a height of between 6' and 10' o.a., and maintained at a width no greater than 4'.*

*Hamelia Patens 'Compacta' ( Dwarf Firebush ) installed in the Right of Way shall be maintained at a height of 36" and maintained at a width of 3'.*

*Podocarpus Maki ( Podocarpus ) shall be maintained at a height not to exceed 30" and a width of 24".*

*Pentas 'Pink Shorts' shall be allowed to attain its mature height and spread without sheering.*

*Trachelospermum Asiaticum 'Minima' ( Jasmine Minima ) Shall be allowed to attain its natural height ( 10-12" ) and edges along bedlines shall be sheered to prevent this ground cover from spreading onto walkways and outside the designated bedlines.*

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
- Exhibit B - Landscape Improvement Plans

**In Witness whereof**, the parties hereto have executed with this Amendment effective the \_\_\_\_ day \_\_\_\_\_ year written and approved.

CITY OF FORT LAUDERDALE, through its  
CITY COMMISSIONERS

By: \_\_\_\_\_  
Dean J. Trantalis, Mayor

\_\_\_\_ day of \_\_\_\_\_, 2020

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Transportation Development Director

Attest: \_\_\_\_\_ (SEAL)  
Executive Secretary

\_\_\_\_\_  
Christopher J. Lagerbloom ICMA-CM,  
City Manager

Legal Review                      Date

\_\_\_\_\_  
Office of the General Counsel

Approved as to form by Office of City Attorney

\_\_\_\_\_  
Kimberly Cunningham Mosley,  
Assistant City Attorney

ATTEST:

\_\_\_\_\_  
Jeffrey A. Modarelli, City Clerk

(SEAL)

**SECTION No(s):** 86050000  
**S.R. No.:** A1A  
**PERMIT No:** 2020--L-491-00006  
**COUNTY:** BROWARD

**EXHIBIT A**

**LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES**

**I. PERMIT PROJECT LANDSCAPE MAINTENANCE LIMITS:**

State Road A1A from M.P. 4.652 to 4.713 (Section 86050000)

**II. INCLUSIVE LANDSCAPE MAINTENANCE AGREEMENT LIMITS FOR STATE ROAD A1A FROM:**

State Road 5 (US 1) M.P. 0.000 (Section 86180000)  
(US 1) to Flamingo Avenue (M.P. 6.410) (Section 86050000)

By Individual Sections:

Southbound One Way (Section 86050100)  
M.P. 0.0000 (Seville Street) to M.P. 0.926 (Bahia Mar Hotel Entrance)

Northbound One Way / Seabreeze Boulevard / 17<sup>th</sup> Street Causeway (Section 86180000):

M.P. 0.000 (State Road 5) (US 1) to M.P. 2.964 (State Road 842) (Las Olas Boulevard)

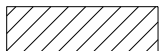
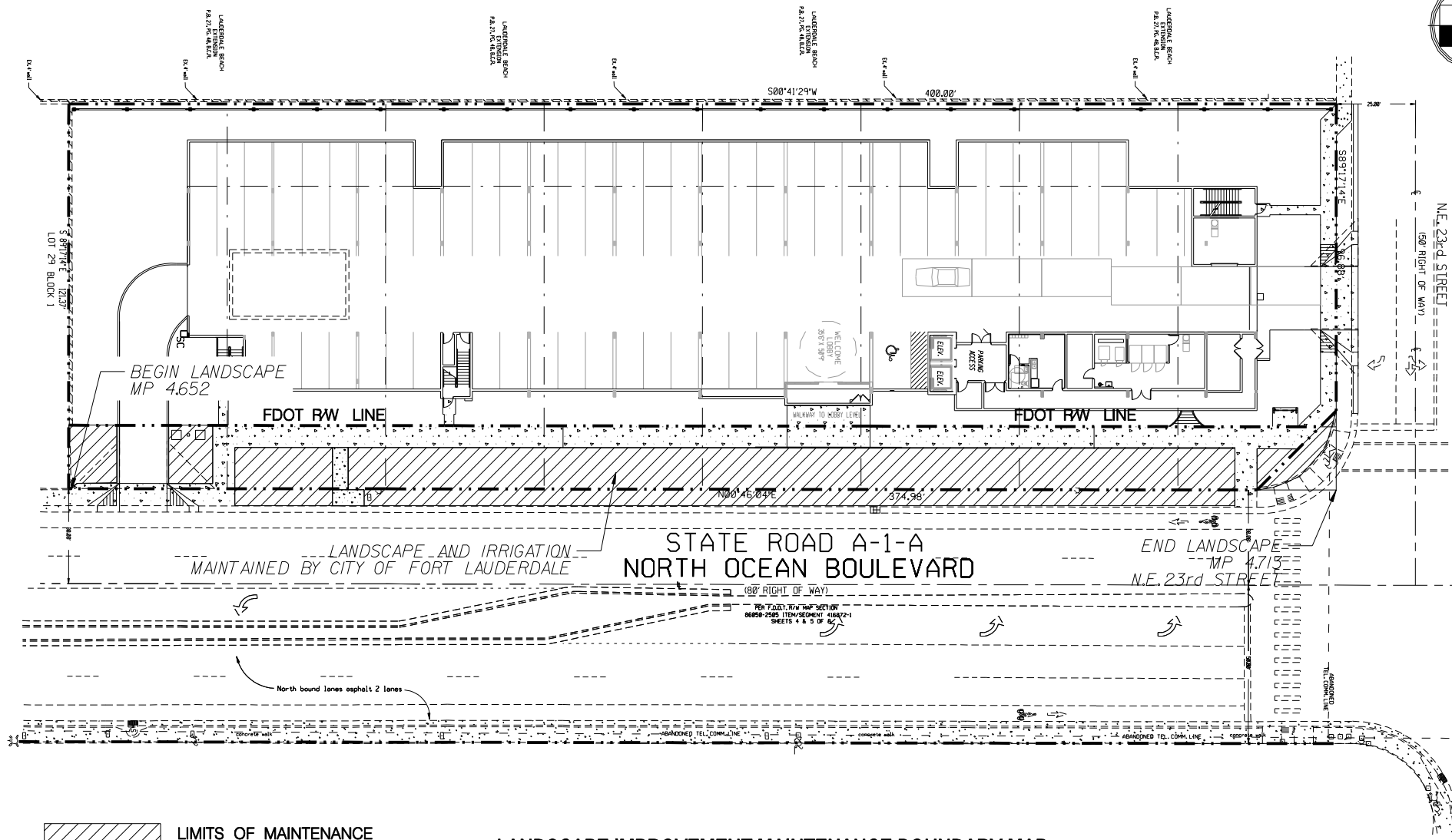
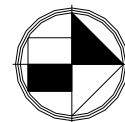
North Fort Lauderdale Beach Area (Section 86050000):

M.P. 2.039 (south of Las Olas Boulevard) to M.P. 6.410 (Flamingo Avenue)

**III. PERMIT PROJECT LANDSCAPE MAINTENANCE BOUNDARY LIMITS MAP:**

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

Please See Attached



LIMITS OF MAINTENANCE  
BY CITY OF FORT LAUDERDALE

## LANDSCAPE IMPROVEMENT MAINTENANCE BOUNDARY MAP

CITY OF FORT LAUDERDALE

FDOT PERMIT No. 2020-L-491-00006

STATE ROAD A-1-A

ROADWAY ID: 86050000

MARCH 19, 2020

**GGB Engineering, Inc.**

CIVIL AND FORENSIC ENGINEERS • LAND PLANNERS  
• CONSTRUCTION MANAGERS  
FLORIDA CERTIFICATE OF AUTHORIZATION No. 8118  
2699 Stirling Road, Suite C-202 Phone: (954) 986-9899  
Fort Lauderdale, Florida 33312 Fax: (954) 986-9855

CLIENT

Berrie Architecture & Design, Inc.

4286 NW 42nd Terrace

Coconut Creek, 33073

PROJECT

CAMBRIA SUITES

FORT LAUDERDALE

FLORIDA

TASK

LANDSCAPE IMPROVEMENT  
MAINTENANCE BOUNDARY MAP

ORIGINAL  
REVISION:

1  
2  
3  
4  
5

GARY G. BLOOM, P.E.  
FLA. LIC. NO. 19475  
NOT VALID UNLESS SIGNED  
AND SEALED BY ENGINEER

JOB NO. 16-1016

DRAWN MM

DESIGNED GGB

CHECKED GGB

SCALE: 1"=50'

SHEET 1 OF 1

<b>SECTION No(s):</b>	<b>86050000</b>
<b>S.R. No.:</b>	<b>A1A</b>
<b>PERMIT No:</b>	<b>2020--L-491-00006</b>
<b>COUNTY:</b>	<b>BROWARD</b>

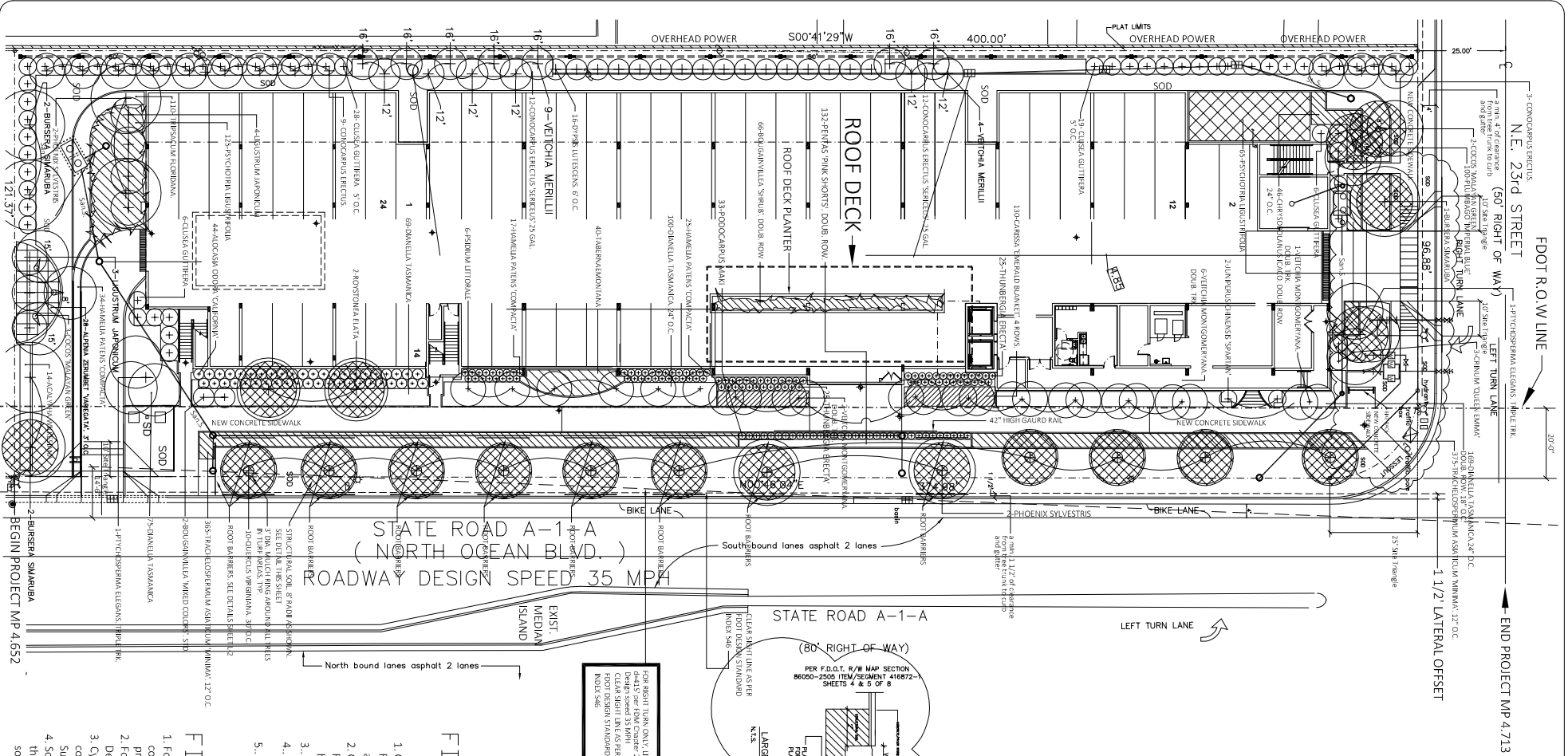
## **EXHIBIT B**

### **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: Michael Fay, RLA  
Michael Fay Landscape Architecture  
Sheets – L – 1, 2, 3  
                    LL - 1  
                    IR – 1, 2

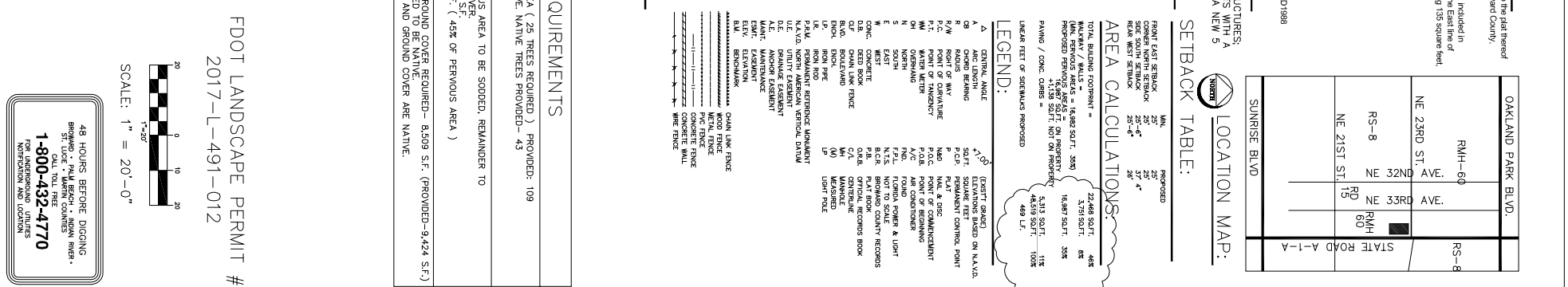
Date: April 17, 2020



LANDSCAPE MATERIALS LIST			
QUANT.	SCIENTIFIC NAME (COMMON NAME)	SPECIFICATIONS	NATIVE
10	TREES AND PALMS QOOROS WINGNANA	200 GAL, 20' O.A. X 8-10' SPN, 5-6" CAL.P., (LIVE OAK)	YES
6	PAULIA LITTORALE (COCONUT)	10' O.A. X 6-7' SPN, MULTI-TRUNK, MATCHING	NO
5	COGOS PALMYRA GREEN (GUMBO LIMBO)	20' O.A. X 10-12' SPN, 6-8" CAL.P., B&B (GUMBO LIMBO)	YES
4	PHOENIX SYLVESTRIS	14' C.T., B&B, MULTI-STEM, B&B CALID (JAPANESE PINE)	YES
9	VERICHA WINTONERYANA	16' O.A. X 10-12' SPN, B&B MATCHING, BOTTOM OF FROGDS TO BE A MIN. OF 6-8" ABOVE GRADE.	NO
13	VERICHA WINTONERYANA	78" O.A. X 6-7' O.A. X 5-6" SPN, SINGLE TRNK (MONTEQUER PALM)	NO
2	BOGAWANUELA SYR. JAMEO COLORES	8' C.W., 25' O.A., B&B MATCHING	YES
2	PTICHOSPERMA ELEGANS	18' O.A., TRIPLE TRNK. (ALEXANDER PALM)	NO
19	SHRUBS AND EXOTICS COCOONERA UFFEREA	25 GAL, 8' O.A. X 5' SPN, FULL TO BASE (SEAGARAE)	YES
14	ACOLYTHA WAKESMANA (COFFEEPLAF)	7 GAL, 36" O.A. X 30' SPN	NO
54	ACOLYTHA WAKESMANA (SHAL LEAF CLUSBA)	25 GAL, 36" O.A. X 5' SPN	YES
110	PTICHOSPERMA UFFEREA (GAMA GRASS)	3 GAL, 24" SPN	YES
33	PTICHOSPERMA UFFEREA (WARGATED SHEL GINGER)	15 GAL, 5-6' O.A. X 24" SPN	NO
28	ALPHEA ZERIMET VARIEGATA (LEMONCEL)	7 GAL, 36" SPN	NO
100	PLUMAGO LUSTROSCOLA (DWARF FRIEDSH)	3 GAL, 24" SPN	NO
50	HAMELIA PATENS COMPACTA (KINGS MANTLE)	7 GAL, 24" SPN, 2' O.C.	YES
413	DANIELA TASHANUA (SILVER BOTTOMWOOD)	3 GAL, 24" SPN	NO
22	CONOCARPUS ERECTUS SERICEUS (SPARTAN JUNPER)	10' O.A. X 5' SPN, MULTI-TRNK, FULL TO BASE	YES
190	JAPANESE LUSTROSCOLA (DWARF MUD COFFEE)	25 GAL, 30' O.A. MATCHING	YES
40	PARANANANUA B. ANKET (PINWHEEL JASMINE)	3 GAL, 24" SPN, 2' O.C.	NO
66	BOGAWANUELA SYRUB (FLAX LILY)	3 GAL, 18-24" SPN, 1' ROOF DECK	NO
132	GROUND COVER & SOD TRACHEOGERMUM ASHITAKU MINIMA (JASMINE MINIMA)	25 GAL, 10-12" SPN, 12" O.C.	NO
740	ST. AUGUSTINE PALMETTO VAR. SOD	FULL SOD	NO

TOTAL SITE AREA = 48,519 S.F. 1.14 ACRES.  
TOTAL PERVIOUS AREA = 17,018 S.F. 35%  
LANDSCAPE NOTES:  
1. ALL PLANT MATERIAL SHALL CONFORM TO THE STANDARDS FOR FLORIDA NO. 1 OR BETTER, GIVEN IN GRADES AND STANDARDS FOR NURSERY PLANTS, PART I, 2015, AND PART II, STATE OF FLORIDA DEPT. OF AGRICULTURE, TALLAHASSEE, FL.  
2. IT SHALL BE THE RESPONSIBILITY OF THE LANDS. UNDERGROUND UTILITIES PRIOR TO BEGINNING WORK.  
3. ALL PLANT BEDS TO RECEIVE 10" OF 50/50 MIX, 50% SAND, 1.50% MUCK.  
4. IT SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE GRADE PRIOR TO INSTALLING SOD.  
5. PROVIDING 100% COVERAGE TO ALL LANDSCAPE AREAS, ALSO, ONE MIN. O.C. OR EQUAL MOISTURE IRRIGATION SYSTEM, IF ONE DOES NOT EXIST.  
6. SEE SHEET L-2 FOR ADDITIONAL INSTALLATION DETAILS AND SPECIFICATIONS.  
7. GENERAL CONTRACTOR SHALL OBTAIN TREE APPLICABLE PERMITS AS REQUIRED BY THE CITY, IF APPLICABLE.  
8. ALL TREES AND PALMS TO BE PROPERLY STAKED AFTER PLANTING, SEE DETAILS, SHEET L-2.  
9. PLANS TAKE PRECEDENCE OVER MATERIALS LIST. IT SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE PRIOR TO SUBMITTING BID.  
10. ALL SHRUBS AND GROUND COVER BEDS AS WELL AS OTHER AREAS TO BE MULCHED SHALL RECEIVE 3" OF BROWN MULCH.

LANDSCAPE MATERIALS LIST			
QUANT.	SCIENTIFIC NAME (COMMON NAME)	SPECIFICATIONS	NATIVE
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740	ST. AUGUSTINE PALMETTO VAR. SOD	FULL SOD	NO



LANDSCAPE REQUIREMENTS			
NO MORE THAN 20% OF PERVIOUS AREA TO BE SODDED. REMAINDER TO BE PLANTED WITH PERVIOUS PLANTS.			
TOTAL PERVIOUS AREA = 17,018 S.F.			
TOTAL SOD AREA = 7,594 S.F. (45% OF PERVIOUS AREA)			
TOTAL AREA OF SHRUBS AND GROUND COVER REQUIRED = 8,509 S.F. (PROVIDED 9,424 S.F.)			
50% OF 4,205 S.F. ARE REQUIRED TO BE NATIVE.			
52% OF 4,151 S.F. OF SHRUBS AND GROUND COVER ARE NATIVE.			

GENERAL COMMENTS:			
ALL ACCESSIBLE AREAS REQUIRED TO COMPLY WITH ADA REQUIREMENTS FOR ACCESSIBILITY. ALL ACCESSIBLE AREAS SHALL BE MAINTAINED AND KEPT FREE OF OBSTRUCTIONS. ALL ACCESSIBLE AREAS SHALL BE MAINTAINED AND KEPT FREE OF OBSTRUCTIONS. ALL ACCESSIBLE AREAS SHALL BE MAINTAINED AND KEPT FREE OF OBSTRUCTIONS.			
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48 HOURS BEFORE DIGGING  
CALL 811 FOR ALL UTILITIES  
1-800-432-4770  
FOR ADDITIONAL UTILITY  
INFORMATION VISIT  
WWW.FLORIDA811.COM

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LANDSCAPE NOTES:

1. LANDSCAPE:

A. GENERAL: CONDITIONS AND REQUIREMENTS

- 1) WORK TO INCLUDE FINISHING LABOR, MATERIALS, PLANTS AND EQUIPMENT, EXCEPT LANDSCAPING, SHALL BE THE LANDSCAPE ARCHITECT'S RESPONSIBILITY TO COMPLETE IN PLACE THE LANDSCAPING AS SHOWN ON THE PLANS AND AS HEREIN SPECIFIED.

- 2) THE INSTALLATION SHALL COMPLY WITH ALL OF THE REGULATIONS OF THE COUNTY AND THE STATE OF FLORIDA, AND THE LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND CERTIFICATES OF INSPECTION TO THE OWNER, OR AUTHORIZED REPRESENTATIVE.

- 3) THE CONTRACTOR AND THE LANDSCAPE SUBCONTRACTOR SHALL PROVIDE A QUALIFIED FOREMAN PRESENT ON THE SITE DURING THE ENTIRE INSTALLATION. THE FOREMAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND CERTIFICATES OF INSPECTION TO THE OWNER, OR AUTHORIZED REPRESENTATIVE.

B. MATERIALS:

- 1) PLANT SIZES: ALL SIZES SHOWN FOR PLANT MATERIALS ON THE PLAN ARE TO BE CONSIDERED AS MINIMUMS. ALL PLANT MATERIAL MUST MEET OR EXCEED THE MINIMUM SIZES SHOWN ON THE PLAN FOR HEIGHT AND SPREAD. ANY OTHER REQUIREMENTS FOR SPECIFIC SHAPE OR EFFECT AS NOTED ON THE PLAN WILL ALSO BE REQUIRED FOR ACCEPTANCE.

- 2) PLANT QUALITY: ALL PLANT MATERIAL INSTALLED SHALL BE OF THE BEST QUALITY AVAILABLE. PLANTS SHALL BE GROWN IN GRADES AND STANDARDS FOR NURSERY PLANTS, PART 1, 1988 EDITION BY THE FLORIDA DEPARTMENT OF AGRICULTURE, DIVISION OF NURSERY SERVICE DIVISION OF THE PLANT INDUSTRY.

- 3) PLANTS NOT LISTED IN GRADES AND STANDARDS FOR NURSERY PLANTS, PART 1, 1988 EDITION BY THE FLORIDA DEPARTMENT OF AGRICULTURE, DIVISION OF NURSERY SERVICE DIVISION OF THE PLANT INDUSTRY SHALL BE SPECIFIED BY THE LANDSCAPE ARCHITECT. PLANTS LISTED WITH DAMAGE, FOLIAGE CONDITIONS, TRUNK AND BRANCHING HABIT, AND ROOT CONDITION.

- 4) Balled and Burlapped (BAB) PLANTS SHALL BE HANDLED BY THE ROOTBALL ONLY. PLANTS WITH DAMAGED OR EXPOSED ROOTBALLS WILL NOT BE ACCEPTED. PLANTS SHALL BE PLANTED IN A SIZE APPROPRIATE TO SOUND NURSERY PRACTICE. ROOT SYSTEMS SHALL BE WELL-BRANCHED AND FIBROUS.

- 5) CONTAINER GROWN PLANTS SHALL BE WELL-ROOTED. PLANTS THAT ARE ROOTBOUND OR ARE PLANTED IN A CONTAINER SHALL BE SPECIFIED BY THE LANDSCAPE ARCHITECT. PLANTS SHALL BE SPECIFIED BY THE CONTAINER SIZE WILL NOT BE ACCEPTED.

- 6) PLANTS GROWN IN FLATS SHALL BE WELL-ROOTED AND HEAVILY FOLIATED.

- 7) ROOT PRUNING: PLANTS SHALL BE ROOTPRUNED OR PREPARED AS NECESSARY TO AVOID TRANSPLANTING CAUSED DIEBACK OR DETACHMENT IN EXCESS OF 25% OF THE ROOTBALL. PLANTS SHALL BE SPECIFIED BY THE LANDSCAPE ARCHITECT. PLANTS SHALL BE SPECIFIED BY THE LANDSCAPE ARCHITECT. PLANTS SHALL BE SPECIFIED BY THE LANDSCAPE ARCHITECT. PLANTS SHALL BE SPECIFIED BY THE LANDSCAPE ARCHITECT.

- 8) PALMS: ALL PALMS SHALL BE FLORIDA GRADE NO. 1, OR BETTER, AS SPECIFIED IN GRADES AND STANDARDS FOR NURSERY PLANTS, PART 1.

- 9) SUBSTITUTIONS: SUBSTITUTIONS OF PLANT TYPE OR SPECIES SHALL BE SPECIFIED BY THE LANDSCAPE ARCHITECT. SUBSTITUTIONS SHALL BE SPECIFIED BY THE LANDSCAPE ARCHITECT. SUBSTITUTIONS SHALL BE SPECIFIED BY THE LANDSCAPE ARCHITECT. SUBSTITUTIONS SHALL BE SPECIFIED BY THE LANDSCAPE ARCHITECT.

- 10) PLANTING SOIL: ALL PLANT MATERIAL INSTALLED SHALL BE PLANTED IN A SOIL THAT IS FREE OF DIRT, DEBRIS, AND OTHER MECHANICAL CONTAMINANTS. PLANTS SHALL BE PLANTED IN A SOIL THAT IS FREE OF DIRT, DEBRIS, AND OTHER MECHANICAL CONTAMINANTS. PLANTS SHALL BE PLANTED IN A SOIL THAT IS FREE OF DIRT, DEBRIS, AND OTHER MECHANICAL CONTAMINANTS. PLANTS SHALL BE PLANTED IN A SOIL THAT IS FREE OF DIRT, DEBRIS, AND OTHER MECHANICAL CONTAMINANTS.

- 11) MULCH: ALL MULCH SHALL BE FLORAWATCH METALIZED MULCH OF UNIFORM SIZE AND APPEARANCE.

C. INSTALLATION:

- 1) PLANTING BEDS: THE PLANTING BEDS SHALL BE PREPARED TO PROVIDE ADEQUATE DRAINAGE FOR GOOD PLANTING. PLANTS SHALL BE PLANTED IN A PLANTING BED THAT WOULD INHIBIT GOOD PLANT PLANTING IN SUCH A CONTAMINATED PLANT BED.

- 2) FERTILIZERS: TREES AND SHRUBS SHALL BE FERTILIZED WITH 21 GRAIN AGRICULTURAL FERTILIZER TABLETS WITH A 20-10-5 NITROGEN, PHOSPHORUS, AND POTASSIUM ANALYSIS AT THE APPLICATION RATES AS FOLLOWS:

CONTAINER SIZE:	APPLICATION RATE:
#1 CONTAINER	1 TABLET
#2 CONTAINER	2 TABLETS
#3 CONTAINER	3 TABLETS
#4 CONTAINER	4 TABLETS
#5 CONTAINER	5 TABLETS
#6 CONTAINER	6 TABLETS
#7 CONTAINER	7 TABLETS
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FERTILIZER OF GRANULAR FERTILIZER SUCH AS 6-6-6 AND THE NITROGEN DERIVED FROM UREA-FORMAL, MINOR MANURES, INCORPORATE INTO THE TOP EIGHT (8) INCHES OF SOIL AT THE RATE RECOMMENDED BY THE MANUFACTURER FOR NEW PLANT BEDS.

ADDITIONAL PLANTING NOTES:

ALL PLANT MATERIAL SHALL BE FLORIDA GRADE NO. 1 OR BETTER ACCORDING TO GRADES AND STANDARDS FOR NURSERY PLANTS. ALL TREES THAT ARE DESIGNATED AS SINGLE-TRUNK TREES SHALL HAVE A SINGLE, DOWNWARD LARGER, PROPER STRUCTURAL BRANCHING AND EVEN DISTRIBUTION OF THEIR BRANCHES AND A RELATIVELY STRAIGHT TRUNK. TREES THAT ARE DESIGNATED AS MULTI-TRUNK TREES SHALL HAVE AT LEAST THREE TRUNKS WITH EQUAL CALIPERS ORIGINATING AT THE BASE OF THE TRUNKS, AND WITH ANGLES NO LESS THAN 45 DEGREES. TREES WITH BARK INFECTION AND CO-DOMINANT TRUNKS AT ANY HEIGHTS WILL NOT BE ACCEPTED. TREES WITH SHROUDING ROOTS WILL BE CONSIDERED COLDS AND THEREFORE REJECTED. ALL SYNTHETIC BURLAP, SYNTHETIC STRIPS OR CORDS SHALL BE REMOVED BEFORE ANY TREES ARE PLANTED. WIRE BASKETS SHALL BE CUT BEFORE THE TREES ARE INSTALLED. THE TOP (1/3) OF ANY MANUFACTURED BURLAP SHALL BE REMOVED, OR TUCKED INTO THE PLANTING HOLE BEFORE THE TREES ARE BACKFILLED. IN ORDER TO HELP THE TREES RETAIN WATER AT THEIR ROOT BALL AREAS, THE WATERING BASINS SHOULD REMAIN FOR AT LEAST THREE MONTHS ESPECIALLY ON SPECIES SUCH AS LIVE OAKS.

COPRESS MULCH AND RED MULCH IS PROHIBITED. OTHER CLEAN HARDWOOD SPECIES OR CLEAN RECYCLED MULCH MAY BE USED. ALL MULCH BEDS SHOULD EXTEND 1' FROM THE TIPS OF ALL PLANT MATERIAL AND TREES SHALL HAVE A MULCH RING OF A MINIMUM OF 2' RADIUS (4' DIAMETER). MULCH SHOULD HAVE A MINIMUM DEPTH OF 2" AND A MAXIMUM DEPTH OF 3". ALL MULCH SHOULD BE KEPT 3" FROM THE BASE OF ALL PLANT MATERIAL.

ALL TREES AND PALMS SHALL BE GATED WITH PROPER HORTICULTURAL AND AGRICULTURAL TECHNIQUES, WHEN APPLICABLE. TREES SHOULD BE STAKED WITH NATURAL HEMP, IN LEU OF WIRE OR OTHER SYNTHETIC MATERIAL, MAKING INTO TREES AND PALMS FOR ANY REASON IS PROHIBITED. ALL STAKING MATERIAL SHALL BE REMOVED APPROXIMATELY SIX MONTHS AFTER PLANTING, OR AT THE TIME OF ESTABLISHMENT OF THE TREE.

- 3) MULCH: ALL TREES IN SOD AREAS ARE TO HAVE A THREE INCH RING COVERED WITH A TWO INCH LAYER OF MULCH. MULCH SHALL BE KEPT 3" FROM THE BASE OF ALL PLANT MATERIAL. MULCH SHALL BE KEPT 3" FROM THE BASE OF ALL PLANT MATERIAL. MULCH SHALL BE KEPT 3" FROM THE BASE OF ALL PLANT MATERIAL. MULCH SHALL BE KEPT 3" FROM THE BASE OF ALL PLANT MATERIAL.

- 4) WATERING: HAND WATERING SHALL BE DONE AS NEEDED TO KEEP THE PLANT ROOT MASSES AND HEALTHY GROWING CONDITION UNTIL FINAL JOB ACCEPTANCE BY THE OWNER OR AUTHORIZED REPRESENTATIVE. WATERING SHALL BE DONE AT LEAST TWENTY-FOUR HOURS OF PLANTING.

- 5) SODDING: PLACE 5" AGRICULTURAL "GRITTY" SOD SOD IN ALL AREAS NOT COVERED WITH PLANT MATERIAL OR PAVING AS NOTED ON THE PLANS. THE SOD AND SOD BED SHALL BE MOST AT TIME OF INSTALLATION.

- 6) TREE GIVING: ALL SINGLE STYK TREES SHALL BE SECURELY GATED AND STAKED AT TIME OF PLANTING, USING THREE 3/8" DIAMETER STEEL STAKES ARE TO BE SET BELOW FINISHED GRADE.

TREE WITH WALS IN THEIR TRUNKS OR TREES WITH OTHER MECHANICAL TRUNK DAMAGE WILL NOT BE ACCEPTED.

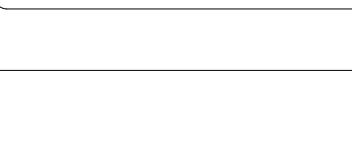
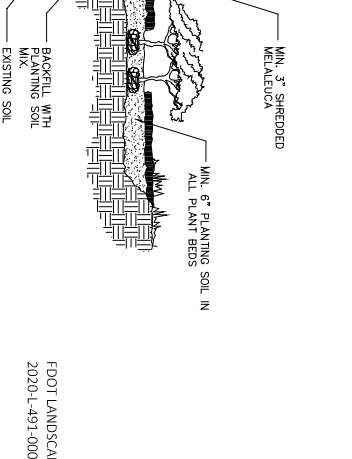
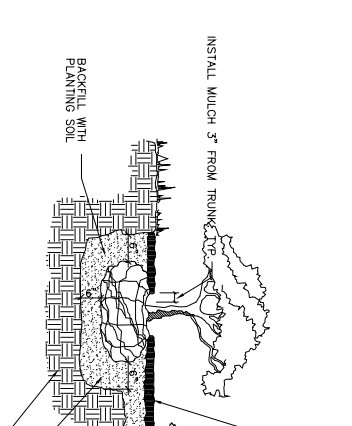
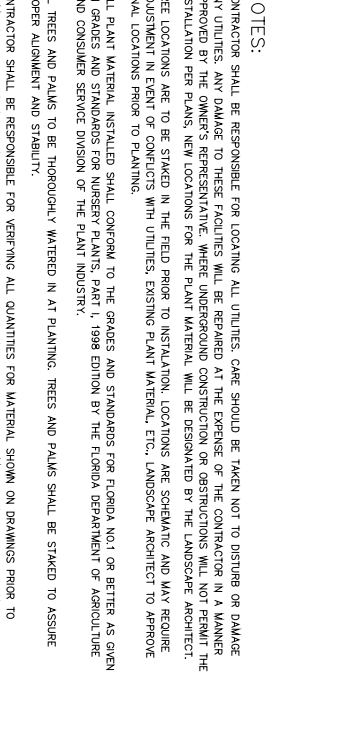
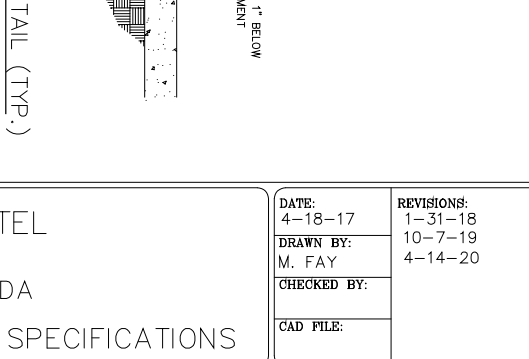
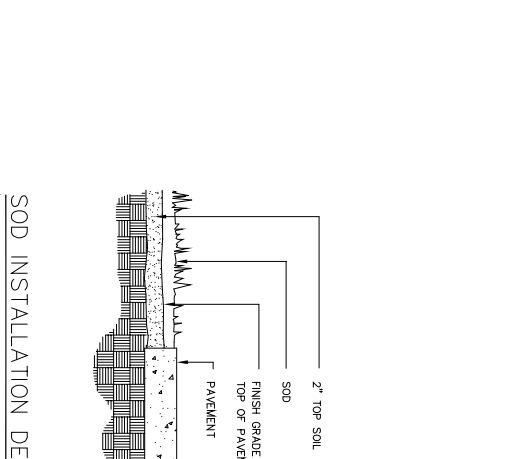
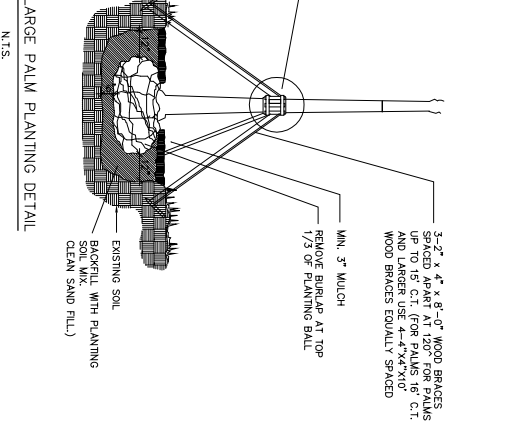
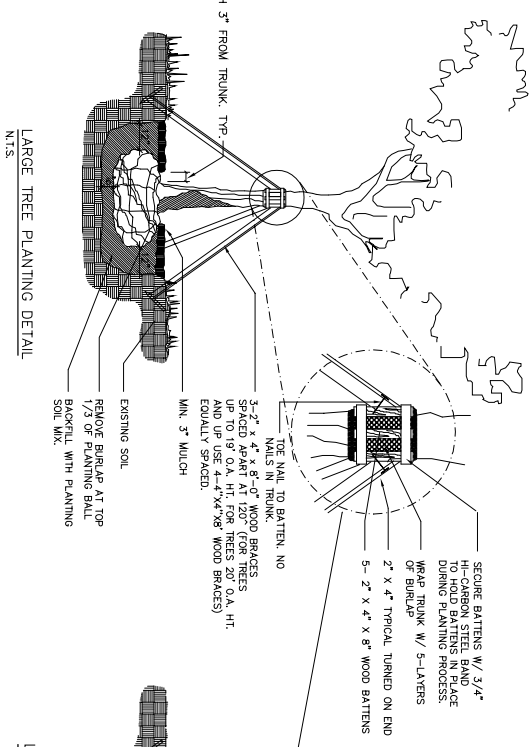
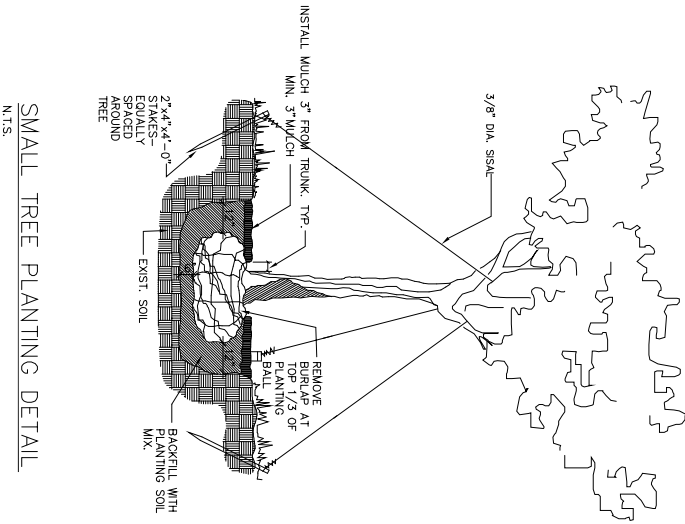
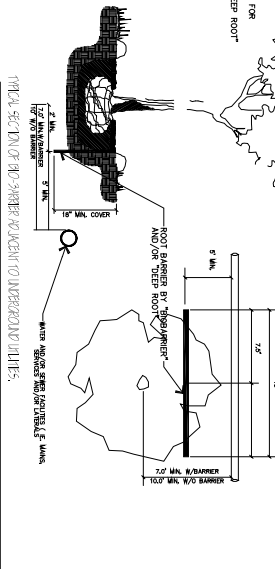
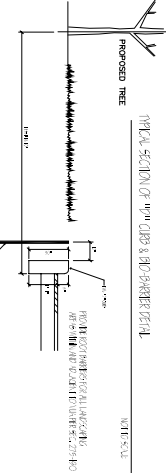
- 7) PLANTING: REMOVE THE EXCAVATED MATERIAL FROM THE PLANT HOLES AND REPLACE WITH PLANTING SOIL. SOIL SHOULD BE PLANTED IN A SOIL THAT IS FREE OF DIRT, DEBRIS, AND OTHER MECHANICAL CONTAMINANTS. PLANTS SHALL BE PLANTED IN A SOIL THAT IS FREE OF DIRT, DEBRIS, AND OTHER MECHANICAL CONTAMINANTS. PLANTS SHALL BE PLANTED IN A SOIL THAT IS FREE OF DIRT, DEBRIS, AND OTHER MECHANICAL CONTAMINANTS. PLANTS SHALL BE PLANTED IN A SOIL THAT IS FREE OF DIRT, DEBRIS, AND OTHER MECHANICAL CONTAMINANTS.

- 8) PRUNING: ALL PRUNING SHALL BE DONE IN ACCORDANCE WITH STANDARDS SET FORTH BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE. LIMIT PRUNING TO REMOVAL OF DIRT, DEBRIS, AND OTHER MECHANICAL CONTAMINANTS. PRUNING SHALL BE DONE TO AVOID ADVERSE AFFECT THE NATURAL GROWTH OF THE PLANT. PRUNING SHALL BE DONE TO AVOID ADVERSE AFFECT THE NATURAL GROWTH OF THE PLANT. PRUNING SHALL BE DONE TO AVOID ADVERSE AFFECT THE NATURAL GROWTH OF THE PLANT. PRUNING SHALL BE DONE TO AVOID ADVERSE AFFECT THE NATURAL GROWTH OF THE PLANT.

- 9) FINAL COMPLETION: THE CONTRACTOR SHALL BE RESPONSIBLE FOR LEAVING THE JOB SITE FREE OF ALL PLANT MATERIAL, MULCH, AND SITE FEATURES OF DIRT, TREE MARKS AND OTHER DEBRIS. WEEDING OF PLANT BEDS, MULCH, AND OTHER DEBRIS, SHALL BE DONE TO AVOID ADVERSE AFFECT THE NATURAL GROWTH OF THE PLANT. MULCH, AND OTHER DEBRIS, SHALL BE DONE TO AVOID ADVERSE AFFECT THE NATURAL GROWTH OF THE PLANT. MULCH, AND OTHER DEBRIS, SHALL BE DONE TO AVOID ADVERSE AFFECT THE NATURAL GROWTH OF THE PLANT. MULCH, AND OTHER DEBRIS, SHALL BE DONE TO AVOID ADVERSE AFFECT THE NATURAL GROWTH OF THE PLANT.

- 10) GUARANTEE: ALL PLANT MATERIAL AND WORK SHALL BE GUARANTEED FOR ONE YEAR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LEAVING THE JOB SITE FREE OF ALL PLANT MATERIAL, MULCH, AND SITE FEATURES OF DIRT, TREE MARKS AND OTHER DEBRIS. WEEDING OF PLANT BEDS, MULCH, AND OTHER DEBRIS, SHALL BE DONE TO AVOID ADVERSE AFFECT THE NATURAL GROWTH OF THE PLANT. MULCH, AND OTHER DEBRIS, SHALL BE DONE TO AVOID ADVERSE AFFECT THE NATURAL GROWTH OF THE PLANT. MULCH, AND OTHER DEBRIS, SHALL BE DONE TO AVOID ADVERSE AFFECT THE NATURAL GROWTH OF THE PLANT. MULCH, AND OTHER DEBRIS, SHALL BE DONE TO AVOID ADVERSE AFFECT THE NATURAL GROWTH OF THE PLANT.

- 11) EXCESS SUITABLE MATERIAL: UPON COMPLETION OF THE PLANTING, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LEAVING THE JOB SITE FREE OF ALL PLANT MATERIAL, MULCH, AND SITE FEATURES OF DIRT, TREE MARKS AND OTHER DEBRIS. WEEDING OF PLANT BEDS, MULCH, AND OTHER DEBRIS, SHALL BE DONE TO AVOID ADVERSE AFFECT THE NATURAL GROWTH OF THE PLANT. MULCH, AND OTHER DEBRIS, SHALL BE DONE TO AVOID ADVERSE AFFECT THE NATURAL GROWTH OF THE PLANT. MULCH, AND OTHER DEBRIS, SHALL BE DONE TO AVOID ADVERSE AFFECT THE NATURAL GROWTH OF THE PLANT. MULCH, AND OTHER DEBRIS, SHALL BE DONE TO AVOID ADVERSE AFFECT THE NATURAL GROWTH OF THE PLANT.



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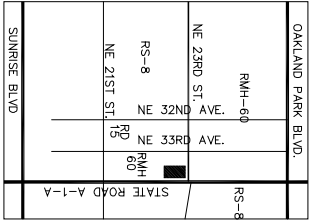
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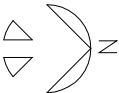
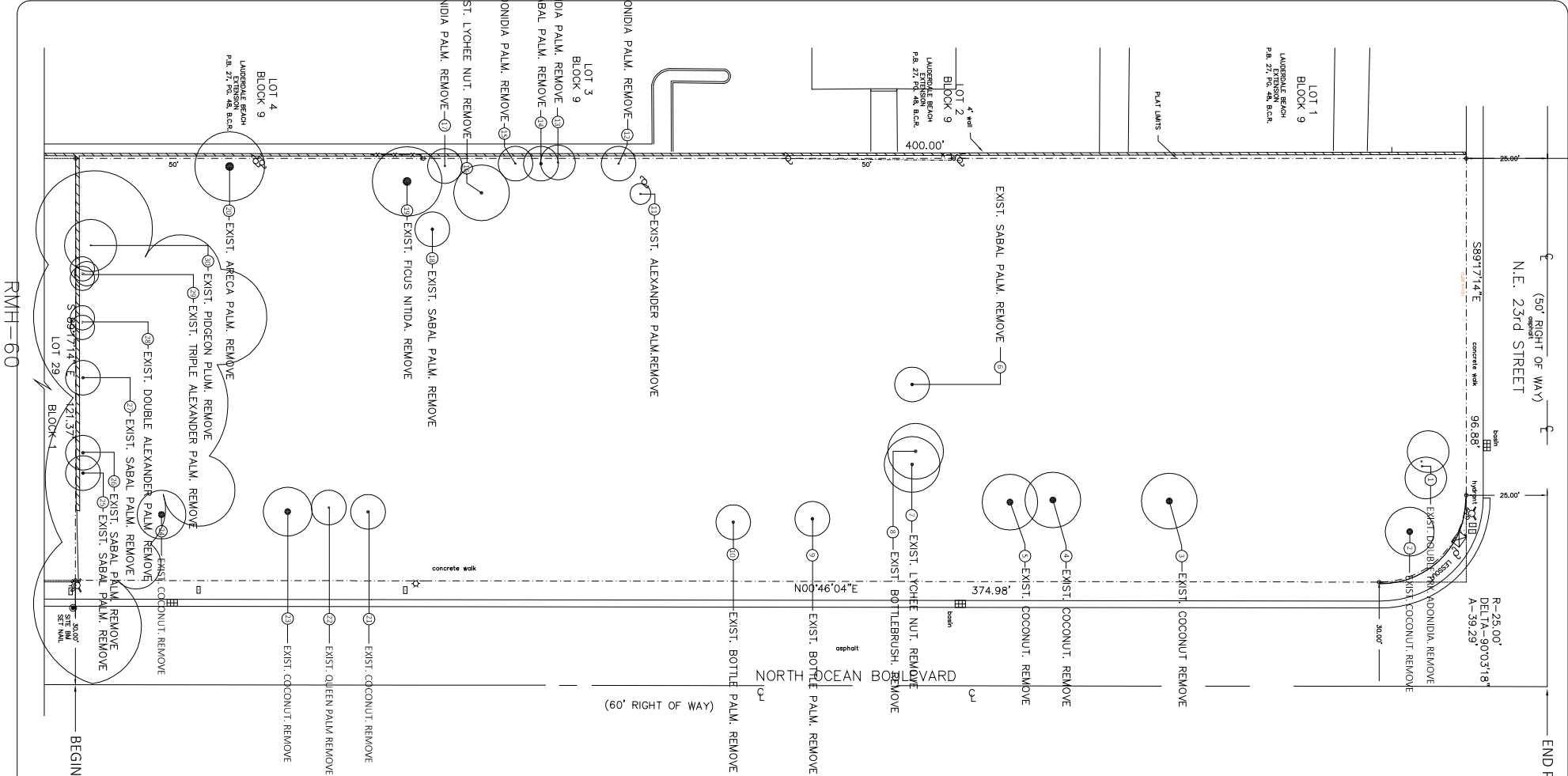


SITE AREA = 36,288 S.F.



LOCATION MAP:

TREES AND PALMS TO BE REMOVED			
NUMBER	SCIENTIFIC NAME (COMMON NAME)	SIZE	CONDITION
1	VEITCHIA MERILLI (CHRISTMAS PALM)	DOUBLE TRN., 8' C.T.	REMOVE
2	COCOS 'MALAYAN GREEN' (COCOONUT)	3' C.T.	REMOVE
3	COCOS 'MALAYAN GREEN' (COCOONUT)	14' C.T.	REMOVE
4	COCOS 'MALAYAN GREEN' (COCOONUT)	16' C.T.	REMOVE
5	COCOS 'MALAYAN GREEN' (COCOONUT)	16' C.T.	REMOVE
6	SABAL PALM (CABBAGE PALM)	18' C.T.	REMOVE
7	LITCHEI CHINENSIS (LYCHEE NUT)	12" DBH., 20' X 15' SPR.	REMOVE
8	CALLISTEMON VIMINALIS (BOTTLEBRUSH)	12" DBH., 16' X 8' SPR.	REMOVE
9	HYOPHORBE LAGENICAILUS (BOTTLE PALM)	5' C.T.	REMOVE
10	PTCHOSPERMA ELEGANS (BOTTLE PALM)	5' C.T.	REMOVE
11	PTCHOSPERMA ELEGANS (ALEXANDER PALM)	10' C.T.	REMOVE
12	VEITCHIA MERILLI (CHRISTMAS PALM)	12' C.T.	REMOVE
13	SABAL PALM (CABBAGE PALM)	16' C.T.	REMOVE
14	VEITCHIA MERILLI (CHRISTMAS PALM)	11' C.T.	REMOVE
15	LITCHEI CHINENSIS (LYCHEE NUT)	16 1/2" DBH., 16 1/4" DBH.	REMOVE
16	VEITCHIA MERILLI (CHRISTMAS PALM)	14' C.T.	REMOVE
17	FICUS NITIDA (ARECA PALM)	25' X 20' SPR., 30" DBH.	REMOVE
18	COCOS 'MALAYAN GREEN' (COCOONUT)	15' C.T.	REMOVE
19	COCOS 'MALAYAN GREEN' (COCOONUT)	10' C.T.	REMOVE
20	COCOS 'MALAYAN GREEN' (COCOONUT)	15' C.T.	REMOVE
21	COCOS 'MALAYAN GREEN' (COCOONUT)	15' C.T.	REMOVE
22	COCOS 'MALAYAN GREEN' (COCOONUT)	15' C.T.	REMOVE
23	COCOS 'MALAYAN GREEN' (COCOONUT)	15' C.T.	REMOVE
24	SABAL PALMETTO (CABBAGE PALM)	12' C.T.	REMOVE
25	SABAL PALMETTO (CABBAGE PALM)	16' C.T.	REMOVE
26	PTCHOSPERMA ELEGANS (ALEXANDER PALM)	20' O.A., DOUBLE TRUNK	REMOVE
27	PTCHOSPERMA ELEGANS (ALEXANDER PALM)	20' O.A., TRIPLE TRUNK	REMOVE
28	COCOLOBA DIVERSIFOLIA (PIGEON PALM)	18' O.A. X 15' SPR.	REMOVE
29			
30			



EXISTING TREE SCHEDULE

SCALE: 1" = 20'



SCALE: 1" = 20'-0"

48 HOURS BEFORE DIGGING  
BROWARD • PALM BEACH • MIAMI BEACH • MIAMI RIVER •  
ST. LOUIS • TAMPA • MIAMI • MIAMI BEACH • MIAMI RIVER •  
CALL: TOLL FREE  
**1-800-432-4770**  
FOR UNDERGROUND UTILITIES  
NOTIFICATION AND LOCATION

FDOT Landscape Permit  
number 2020-L-491-00006

CAMBRIA SUITES HOTEL  
2231 N.Ocean Blvd.  
Fort Lauderdale, Florida  
EXISTING TREE SCHEDULE

DATE:  
4-18-17  
DRAWN BY:  
M. FAY  
CHECKED BY:  
CAD FILE:

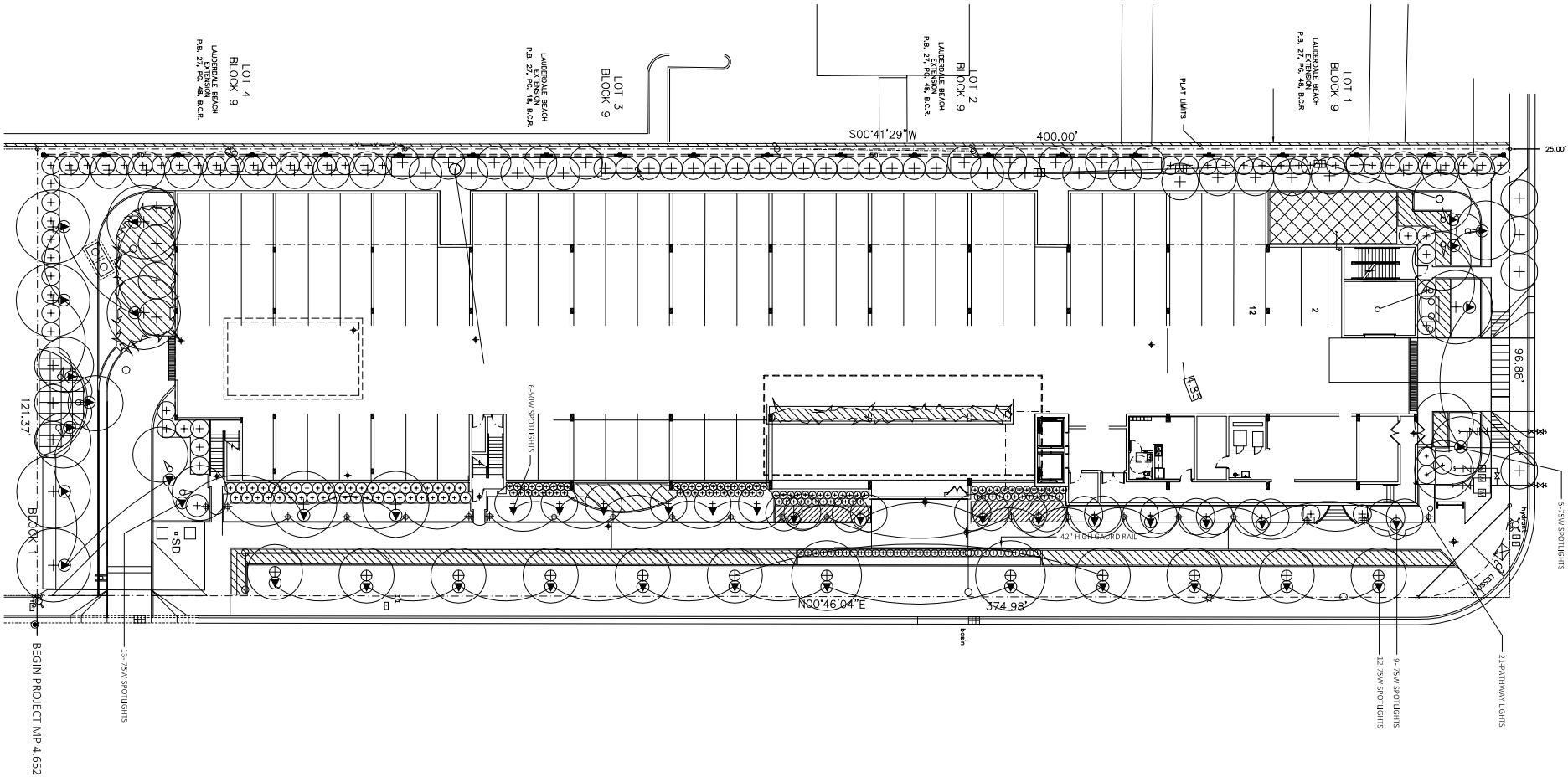
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4-14-20

MICHAEL FAY  
LANDSCAPE ARCHITECT

420 N.W. 7 STREET, DELRAY BCH.,FL.,33444

MICHAEL FAY  
LANDSCAPE ARCHITECT  
REG.#540

SHEET NO. L-3  
DRAWING FILE NO. #  
FDOT number 2020-L-491-00006



- LANDSCAPE LIGHTING NOTES:
- ALL FIXTURES ARE MANUFACTURED BY HAMPTON BAY
  - FINAL LOCATION OF ALL SPOT LIGHTS AT TREE LOCATIONS SHALL BE DETERMINED AFTER TREES HAVE BEEN INSTALLED.

PROPOSED LANDSCAPE LIGHTING SCHEDULE		
SYMBOL	QUANTITY	ITEM
	39	MODEL# 1001 488 632, 75 W, LED LOW VOLTAGE, SPOTLIGHT, BLACK FINISH
	6	MODEL# 1001 488 703, 50W, LED LOW VOLTAGE, SPOTLIGHT, BLACK FINISH
	21	MODEL# 1001 488 905, LED, LOW VOLTAGE PATHWAY LIGHT, BRONZE FINISH



SCALE: 1" = 20'-0"

FDOT Landscape Permit  
number 2020-L-491-00006

48 HOURS BEFORE DIGGING  
BROWARD • PALM BEACH • MIAMI • DADE • MONTESSANO  
ST. LOUIS • HAWAII • CALIF. • TOL. FREE  
**1-800-432-4770**  
FOR UNDERGROUND UTILITIES  
NOTIFICATION AND LOCATION

CAMBRIA SUITES HOTEL  
2231 N. OCEAN BLVD.  
FORT LAUDERDALE, FLORIDA  
LANDSCAPE LIGHTING LAYOUT

DATE:  
4-18-17  
DRAWN BY:  
M. FAY  
CHECKED BY:

REVISIONS:  
5-4-17  
1-31-18  
4-14-20

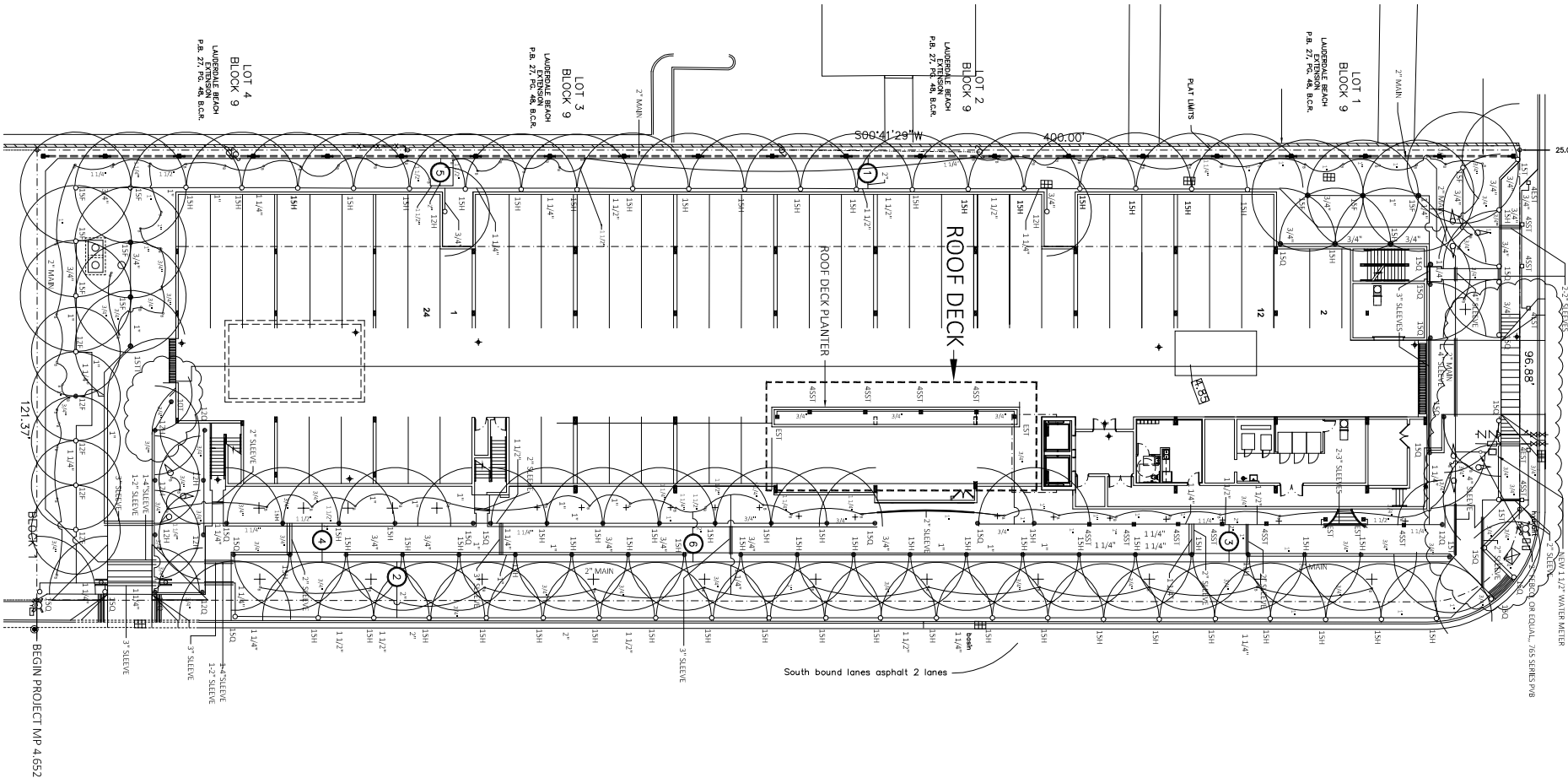
CAD FILE:

MICHAEL FAY  
LANDSCAPE ARCHITECT

420 N.W. 7 STREET, DELRAY BCH.,FL.,33444

MICHAEL FAY  
LANDSCAPE ARCHITECT  
REG.#540

SHEET NO.  
DRAWING FILE NO.  
#

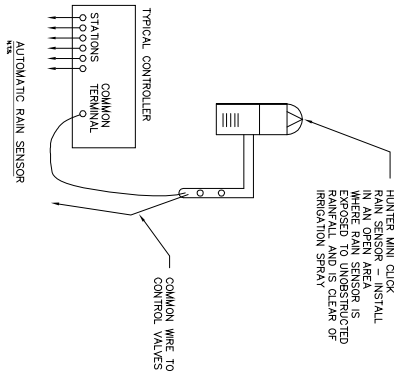


SPRINKLER NOTES:

1. IT SHALL BE THE RESPONSIBILITY OF THE SPRINKLER CONTRACTOR TO LOCATE ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING WORK.
2. ALL ELECTRIC WIRES FROM TIME CLOCK TO ELECTRIC VALVES TO BE INSTALLED IN STANDARD GREY PVC CONDUIT. TIME CLOCK TO BE RAINBIRD. ELECTRO=MECHANICAL. DIGITAL. INSTALLED IN LOCKABLE METAL CABINETT. TIME CLOCK TO BE LOCATED BY OWNER
3. SPRINKLER CONTRACTOR SHALL SUPPLY AND INSTALL ONE ( 1 ) MINI-CLIC II MOISTURE SENSOR.
4. ALL ELECTRIC VALVES TO BE HARDIE, 700 SERIES ULTRA-FLO, SIZES AS INDICATED ON PLAN.
5. ALL SLEEVES TO BE PVC SCHEDULE 40 AND INSTALLED PRIOR TO PAVING.
6. SPRINKLER HEADS TO BE TORO. TURF AREAS TO HAVE TORO 570Z-6P-SI ( 6 \" POP-UP ) SPRINKLER HEADS WITH NOZZLE SIZES AS SPECIFIED ON PLANS. SPRINKLER HEADS INSTALLED AT THE DISCRETION OF THE OWNER PROVIDED GPM AND COVERAGE ARE EQUAL.
7. IT SHALL BE THE RESPONSIBILITY OF THE SPRINKLER CONTRACTOR TO COORDINATE HIS WORK WITH THAT OF THE LANDSCAPE CONTRACTOR.
8. SPRINKLER CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO BEGINNING WORK. SPRINKLER CONTRACTOR SHALL INSTALL A SPRINKLER SYSTEM PROVIDING 100% COVERAGE TO ALL LANDSCAPE AREAS.
9. SEE SHEET IR-2 FOR ADDITIONAL INSTALLATION DETAILS AND SPECIFICATIONS.
10. PARALLEL LINES MAY BE INSTALLED IN SAME TRENCH.
11. ALL PIPE, INCLUDING MAINS AND SLEEVES TO BE P.V.C. SCHEDULE 40

FDOT IRRIGATION NOTES:

1. The irrigation system shall use the lowest quality water available which adequately and safely meets the water needs of the system.
2. Storm water, reclaim water, or grey water irrigation shall be used whenever possible.
3. FDOT requires 24 hour emergency access to watre source.
3. Contractor shall provide FDOT District Operations Manager with a set of " As-Built" Irrigation Plans.



ELECTRIC VALVE SCHEDULE			
SYMBOL	SIZE	MANUFACTURER	AREA
①	2"	HARDIE ULTE-FLO, 700 SERIES	TURF
②	2"	HARDIE ULTE-FLO, 700 SERIES	TURF
③	2"	HARDIE ULTE-FLO, 700 SERIES	SHRUBS & GROUND COVER
④	2"	HARDIE ULTE-FLO, 700 SERIES	SHRUBS & GROUND COVER
⑤	2"	HARDIE ULTE-FLO, 700 SERIES	TREES
⑥	2"	HARDIE ULTE-FLO, 700 SERIES	TREES

SPRINKLER HEAD KEY		
SYMBOL	TYPE	AREA
□	TORO, OR EQUAL, 570Z-6P-SI ( 6 \" POP-UP ) SPRINKLER HEAD WITH NOZZLE SIZES AS SPECIFIED ON PLAN	TURF
●	TORO, OR EQUAL, 570Z-12P-SI ( 12 \" POP-UP ) SPRINKLER HEAD WITH NOZZLE SIZES AS SPECIFIED ON PLAN	SHRUBS & GROUND COVER
⊙	TORO, OR EQUAL, 500 SERIES FLOOD BUBBLER	TREES & PALMS

MICHAEL FAY  
LANDSCAPE ARCHITECT

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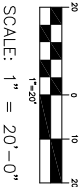
DATE:  
DRAWN BY:  
M. FAY  
CHECKED BY:  
CAD FILE:

CAMBRIA SUITES HOTEL  
2231 N. OCEAN BLVD.  
FORT LAUDERDALE, FLORIDA  
IRRIGATION PLAN

SHEET NO.  
IR-1  
DRAWING FILE NO.  
#

48 HOURS BEFORE DIGGING  
BROWARD • PALM BEACH • MIAMI RIVER •  
ST. LOUIS • MARTIN COUNTIES  
CALL TOLL FREE  
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