

Prepared by and return to:

Nectaria M. Chakas, Esq.
LOCRHIE & CHAKAS, P.A.
1401 E. Broward Boulevard, Suite 303
Fort Lauderdale, FL 33301

Folio Numbers:

504215130190; 504215105250; 504215105300;
504215105292; and 504215105290

**ASSUMPTION OF LIABILITY AND
HOLD HARMLESS AGREEMENT**

THIS ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT
("Assumption Agreement") is entered into this 10 day of JUNE, 2020, by and
between:

RRPIV WF FTL LLLP, a Florida limited liability limited
partnership, whose principal address is 4801 PGA Boulevard, Palm
Beach Gardens, FL 33418 ("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 5 (US 1) between Mile Post 8.802 to
Mile Post 8.865, 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 US 1 consisting of landscaping and irrigation ("Landscape Improvements");
and

WHEREAS, the Landscape Improvements are proposed to be installed on the right -of-
way of US 1 (between Mile Post 8.802 and Mile Post 8.865) (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 "State of Florida
Department of Transportation District Four Landscape Maintenance 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 Landscape 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, as hereinafter defined; 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 perform CITY's obligations under the Landscape Agreement except that OWNER shall not be liable for any improvements, maintenance and/or other work performed by the CITY or third parties on behalf of the CITY (the "City Improvements"), unless OWNER provides written consent to such City 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 incurred, including reasonable attorney's fees or liabilities and costs, of every kind, nature or degree arising out of or in connection with the OWNER'S performance of CITY's obligations under the Landscape Agreement in accordance with the terms and conditions of 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 not be liable or responsible for any occurrences arising out of or resulting from the City Improvements nor the intentional torts or negligent 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 by CITY to OWNER of any violations 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, and within thirty (30) days after receipt of written notice from CITY to OWNER, OWNER shall remove all or any part of the Landscape Improvements in accordance with the terms and conditions of the Landscape Agreement. 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 within thirty (30) days after receipt of written demand by FDOT or CITY, the CITY is hereby authorized to perform the removal in accordance with the Landscape Agreement, and all reasonable costs associated with the removal and restoration thereof shall be fully reimbursed by OWNER in accordance with this Assumption Agreement.

(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 reasonable expenses 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 receipt of the written 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 after receipt 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 either party 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 nondefaulting party shall notify the defaulting party of the specific failure or violation of this Assumption Agreement or the Landscape Agreement in writing and the defaulting party shall thereafter have a period of thirty (30) days from receipt of written notice to cure any such failure or violation to the reasonable satisfaction of the nondefaulting party and to the extent said default is not cured within said thirty (30) day period, such failure shall be considered an "Event of Default" hereunder. Upon the occurrence of an Event of Default, the nondefaulting party 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 or CITY for which there is no adequate remedy at law, or 2) take such curative action that was required to be taken by the defaulting party under the Landscape Agreement or this Assumption Agreement and the cost and expense incurred for any curative actions shall be passed on to and owed by the defaulting party, in which case the defaulting party shall be liable for payment to the nondefaulting party for all reasonable and necessary costs and expenses incurred in connection with the performance of the action or actions associated with the Landscape Improvements. The defaulting party shall reimburse the nondefaulting party within thirty (30) days following written demand for payment thereof. Interest shall begin to accrue on the unpaid amount thirty (30) days after the written demand for payment, 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 for repairs or maintenance undertaken by the nondefaulting party in accordance with the Landscape Agreement or Assumption Agreement, and such dispute is not resolved within thirty days (30) days after the date that written demand for payment is received, the defaulting party shall pay to the nondefaulting party the undisputed amount and shall provide a bond or other security acceptable to the nondefaulting party for the disputed amount pending a resolution of the dispute by negotiation or litigation. If the defaulting party is OWNER and OWNER does not make the payments required under this Section within the thirty (30) day period set forth herein, then CITY shall have a right to record a Claim of Lien against the Property, which Lien may be either (a) for the total amount of the fines, including all subsections thereunder, or (b) for all reasonable and necessary costs and expenses of any cure undertaken by CITY in accordance with this Section, the cost of any interim insurance policy as provided herein, and reasonable attorneys' fees and costs associated therewith. The Lien shall be effective upon the recording of a Claim of Lien in the Public Records of Broward County, Florida, which Claim of Lien shall state all amounts due and owing to CITY. The Lien may be foreclosed by CITY in the same manner as provided by law for foreclosure of mortgage liens. The Lien shall continue until payment to CITY of the amounts set forth in the Lien (at which time CITY shall record a satisfaction of such lien). In addition to the Lien, CITY shall have all other rights and remedies granted to it at law or in equity for OWNER's failure to pay the fines owed or reimburse CITY for curative actions taken by CITY. CITY shall have all other rights and remedies granted to it at law or in equity for OWNER's failure to pay the fines owed or reimburse CITY for curative actions taken by CITY. The remedies found within this Section are cumulative. The exercise of one does not preclude the exercise of any other remedy.

8. Emergencies. If an emergency situation arises with respect to the 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 **Abraham Katz**, Office phone: 954-874-1010, Mobile phone: 786-247-6363; and e-mail address: **AKatz@ramrealestate.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 by OWNER 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. The OWNER shall not be responsible for the use, operation, maintenance, repair, construction, demolition or reconstruction of any City Improvements.

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:

Karen D. Geller, Vice President and General Counsel
RRPIV WF FTL LLLP
c/o RAM Realty Advisors, LLC
4801 PGA Boulevard
Palm Beach Gardens, FL 33418

With a copy to: Jennifer Stull, Vice President
c/o Ram Realty Advisors, LLC
4801 PGA Boulevard
Palm Beach Gardens, FL 33418

(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 reasonable 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)

IN WITNESS WHEREOF, the undersigned does hereby warrant that they are authorized to enter into this Assumption Agreement by OWNER and the CITY OF FORT LAUDERDALE.

Witnesses:


(Witness #1 Signature) [as to both]
SCOTT DYE
(Print Name)


(Witness #2 Signature) [as to both]
JIM SOPHER
(Print Name)

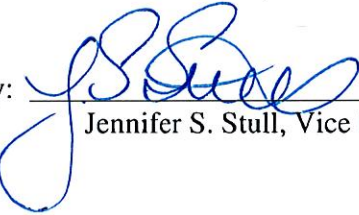
OWNER:

RRPIV WF FTL LLLP, a Florida limited liability limited partnership

By: RRPIV 17th STREET FTL GP LLC, a Florida limited liability company, its General Partner

By: RAM REALTY ASSOCIATES IV LLC, a Delaware limited liability company, its Manager

By: 
Karen D. Geller, Vice President

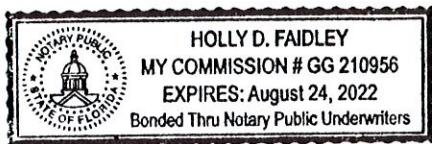
By: 
Jennifer S. Stull, Vice President

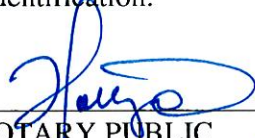
ACKNOWLEDGEMENT

STATE OF FLORIDA)
)SS
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1st day of June, 2020, by KAREN D. GELLER and JENNIFER S. STULL, as Vice Presidents, respectively, of Ram Realty Associates IV LLC, a Delaware limited liability company, as Manager of RRPIV 17th STREET FTL GP LLC, a Florida limited liability company, as General Partner of RRPIV WF FTL LLLP, a Florida limited liability limited partnership, who are ☒ personally known to me or ☐ have produced [] as identification.

My Commission Expires:




NOTARY PUBLIC

Type or Print Name: Holly D Faibley

WITNESSES:

Donna Varisco

Donna Varisco

[Witness type or print name]

Jeannette A. Johnson

Jeannette A. Johnson

[Witness type or print name]

(CORPORATE SEAL)

AS TO CITY:

CITY OF FORT LAUDERDALE

By

Dean J. Trantalis, Mayor

By

Christopher J. Lagerbloom, City Manager

ATTEST:

Jeffrey A. Modarelli, City Clerk

Approved as to form:

Alain Boileau, City Attorney

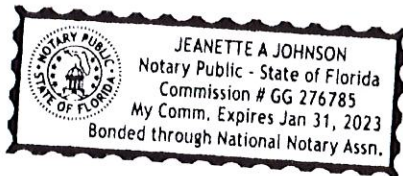
By:

Kimberly Cunningham Mosley
Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11th day of June, 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 by means of ☒ physical presence or ☐ online notarization, this 10th day of June, 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)

Aimee Llauro

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

Aimee Llauro
Name of Notary Typed,
Printed or Stamped

My Commission Expires:

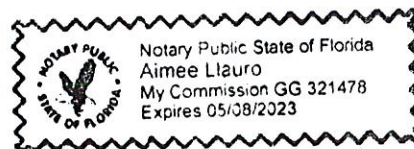


Exhibit A

Sketch and Legal Description of the Property



McLAUGHLIN ENGINEERING COMPANY
LB#285

ENGINEERING * SURVEYING * PLATTING * LAND PLANNING
1700 N.W. 64th STREET #400, FORT LAUDERDALE, FLORIDA 33309
PHONE (954) 763-7611 * FAX (954) 763-7615

EXHIBIT "A"

SKETCH AND DESCRIPTION

BLOCK 64-L

PLAT BOOK 4, PG. 28, B.C.R.
& PLAT BOOK 7, PG. 57, B.C.R.
SHEET 1 OF 2 SHEETS

LEGAL DESCRIPTION:

A portion of Block 64-L, CROISSANT PARK, according to the plat thereof, as recorded in Plat Book 4, Page 28, of the public records of Broward County, Florida; AND A portion of Block 64-L, EAST AVENUE SECTION OF CROISSANT PARK, according to the plat thereof, as recorded in Plat Book 7, Page 57, of the public records of Broward County, Florida; AND ALSO all that certain Alley in said Block 64-L of said EAST AVENUE SECTION OF CROISSANT PARK, all more fully described as follows:

Beginning at the most North, Northwest corner of said Lot 12, Block 64, CROISSANT PARK; thence North 88°49'56" East, on the North line of said Block 64-L, CROISSANT PARK and Easterly extension thereof and on the North line of said Block 64-L, EAST AVENUE SECTION OF CROISSANT PARK, a distance of 534.99 feet to a point of curve; thence Easterly on said North line and on said curve to the right, with a radius of 25.00 feet, a central angle of 29°07'23", an arc distance of 12.71 feet; thence South 01°24'04" East, on the West right-of-way line of South Federal Highway (U.S. #1), a distance of 232.74 feet; thence South 43°42'56" West, on said West right-of-way line, a distance of 35.43 feet; thence South 88°49'56" West, on the South line of said Block 64-L, EAST AVENUE SECTION OF CROISSANT PARK and Westerly extension thereof and on the South line of said Block 64-L, CROISSANT PARK, a distance of 442.15 feet; thence North 40°07'46" West, on the Northeasterly right-of-way line of S.E. 17th Street, a distance of 167.83 feet; thence North 01°24'04" West, on the West line of said Block 64-L, CROISSANT PARK, a distance of 105.40 feet to a point of curve; thence Northerly and Easterly on said curve to the right, with a radius of 25.00 feet, a central angle of 90°14'00", an arc distance of 39.37 feet to the Point of Beginning.

Said lands situate, lying and being in City of Fort Lauderdale, Broward County, Florida and containing 142,042 square feet or 3.2608 acres more or less.

CERTIFICATION

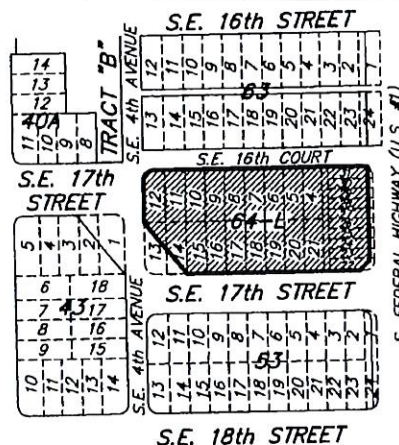
Certified Correct. Dated at
Fort Lauderdale, Florida this
13th day of February, 2020.

NOTES:

- 1) This sketch reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.
- 2) Legal description prepared by McLaughlin Engineering Co.
- 3) This drawing is not valid unless sealed with an embossed surveyors seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Bearings shown assume the South line of Block 64-L, as South 88°49'56" West.

McLAUGHLIN ENGINEERING COMPANY

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



BLOCK PLAN
NOT TO SCALE

FIELD BOOK NO. _____

DRAWN BY: JMMjr

JOB ORDER NO. V-5056

CHECKED BY: _____

REF. DWG.: RD#7-29

C: \JMMjr\2020\V5056 (OVERALL)



McLAUGHLIN ENGINEERING COMPANY
LB#285

ENGINEERING * SURVEYING * PLATTING * LAND PLANNING
1700 N.W. 64th STREET #400, FORT LAUDERDALE, FLORIDA 33309
PHONE (954) 763-7611 * FAX (954) 763-7615

SCALE 1" = 100'

SKETCH AND DESCRIPTION

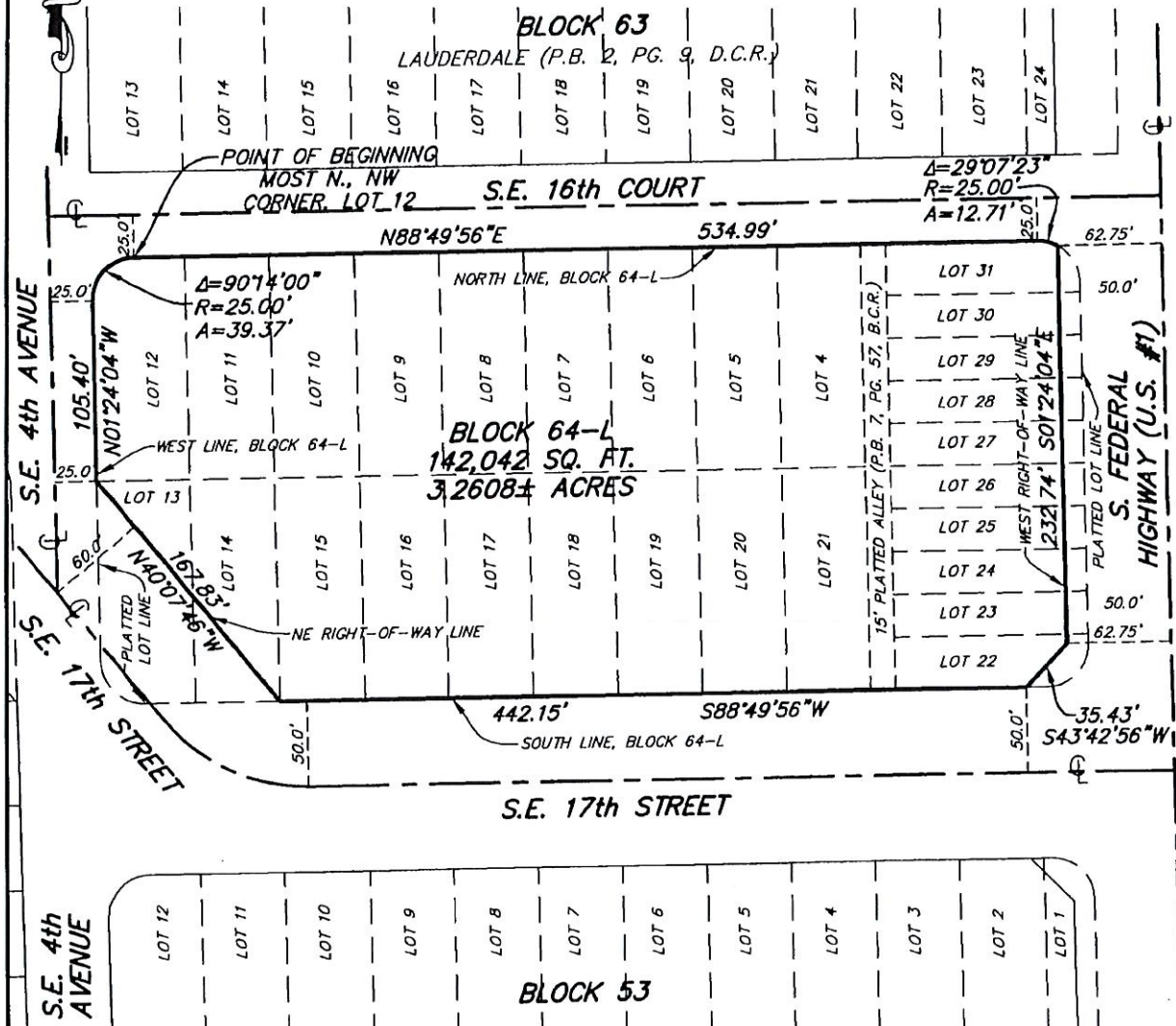
EXHIBIT "A"

BLOCK 64-L

SHEET 2

PLAT BOOK 4, PG. 28, B.C.R.
& PLAT BOOK 7, PG. 57, B.C.R.

OF 2 SHEETS



NOTES:

- 1) This sketch reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.
- 2) Legal description prepared by McLaughlin Engineering Co.
- 3) This drawing is not valid unless sealed with an embossed surveyors seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Bearings shown assume the South line of Block 64-L, as South 88°49'56" West.

LEGAL DESCRIPTION:

A portion of Block 64-L, CROISSANT PARK, according to the plat thereof, as recorded in Plat Book 4, Page 28, of the public records of Broward County, Florida; AND A portion of Block 64-L, EAST AVENUE SECTION OF CROISSANT PARK, according to the plat thereof, as recorded in Plat Book 7, Page 57, of the public records of Broward County, Florida, more fully described on Sheet 1 of 2 Sheets.

FIELD BOOK NO. _____

DRAWN BY: JMMjr

JOB ORDER NO. V-5056

CHECKED BY: _____

REF. DWG.: RD#7-29

C: JMMjr/2020/V5056 (OVERALL)

Exhibit B

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

SECTION No.: 86010000
Permit No.: 2018-L-491-008
COUNTY: Broward
S.R. No.: 5

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT FOUR
LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the DEPARTMENT and the **City of Fort Lauderdale**, a municipal corporation, existing under the Laws of Florida, hereinafter called the AGENCY.

WITNESSETH:

WHEREAS, the DEPARTMENT has jurisdiction over State Road 5 (US 1) as part of the State Highway System as described in **Exhibit "A"**; and

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

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

WHEREAS, the AGENCY is agreeable to maintaining those landscape improvements within the AGENCY'S limits including plant materials, irrigation system and/or hardscape which may contain specialty surfacing (concrete pavers, color stamped concrete and color stamped asphalt [also known as patterned pavement]) including any other nonstandard hardscape (if applicable), but excluding standard concrete sidewalk, and agree such improvements shall be maintained by periodic mowing, fertilizing, weeding, litter pick-up, pruning, necessary replanting, irrigation repair and/or repair of the median concrete replacements associated with the specialty surfacing (if applicable) as needed; and

WHEREAS, it is the intent of the AGENCY and the DEPARTMENT that the AGENCY shall maintain all right of way within the medians, outside the travelway and improvements made to the travelway that was made at the request of the AGENCY; and

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

WHEREAS, the AGENCY by Resolution No. _____ dated _____, 20____, attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so; and

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

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. INSTALLATION OF FACILITIES

The AGENCY shall install and agrees to maintain the *landscape improvements* described herein as: plant materials, irrigation and/or hardscape on the highway facilities substantially as specified in plans and specifications hereinafter referred to as the Project (s) and incorporated herein as **Exhibit "B"**. *Hardscape* shall mean, but not be limited to any site amenities such as landscape accent lighting, bike racks, fountain, tree grates, decorative free standing wall, and/or sidewalk, median and/or roadway specialty surfacing such as, concrete pavers, stamped colored concrete and/or stamped colored asphalt (also known as patterned pavement).

- (a) All plant materials shall be installed and maintained in strict accordance with sound nursery practice prescribed by the International Society of Arboriculture (ISA). All plant materials installed shall be Florida #1 or better according to the most current edition of Florida Department of Agriculture, *Florida Grades and Standards for Nursery Stock*; and all trees shall meet Florida Power & Light, *Right Tree, Right Place, South Florida*.
- (b) Trees and palms within the right of way shall be installed and pruned to prevent encroachment to roadways, lateral offsets and sidewalks. Definition of these criteria is included in the most current editions of FDOT standards for design, construction, maintenance, and utility operations on the state highway system and in **Exhibit "C"**, the Maintenance Plan.
- (c) Tree and palm pruning shall be supervised by properly trained personnel trained in tree pruning techniques and shall meet the most current standards set forth by the International Society of Arboriculture (ISA) and the American National Standard Institute (ANSI), Part A-300.
- (d) Irrigation installation and maintenance activities shall conform to the standards set forth by the Florida Irrigation Society (FIS) latest edition of FIS, *Standards and Specifications for Turf and Landscape Irrigation Systems*.
- (e) The AGENCY shall provide the FDOT Local Operation Center accurate as-built plans of the irrigation system so if in the future there is a need for the DEPARTMENT to perform work in the area, the system can be accommodated as much as possible. (See paragraph (I) for contact information)
- (f) If it becomes necessary to provide utilities (water/electricity) to the median or side areas, it shall be the AGENCY'S responsibility to obtain a permit for such work through the local Operations Center (see paragraph (I) below) and the AGENCY shall be responsible for all associated fees for the installation and maintenance of these utilities.

- (g) All specialty surfacing shall be installed and maintained in strict accordance with the most current edition of the *Florida Accessibility Code for Building Construction* and the *Interlocking Concrete Pavement Institute (ICPI)*.
- (h) All activities, including landscape improvements installation and future maintenance operations performed on State highway right of way, must be in conformity with the most current edition of the *Manual on Uniform Traffic Control (MUTCD)* and *FDOT Standard Plans for Road Construction, 102-XXX series, Maintenance of Traffic*.
- (i) The most current edition of *FDOT Design Manual, Section 212.11 and 212.4 through 212.7 regarding clear sign triangles at intersections* must be adhered to.
- (j) Lateral Offsets as specified in the *FDOT Design Manual, Chapter 215* must be adhered to.
- (k) Landscape improvements shall not obstruct roadside signs or permitted outdoor advertising signs, (see Florida Administrative Code [F.A.C.] Rule Chapter 14-10.)
- (l) The AGENCY shall provide the local FDOT Operation Center located at Broward Operations, 5548 NW 9th Avenue, Fort Lauderdale, FL 33309, (954)776-4300, a twenty-four (24) hour telephone number and the name of a responsible person that the DEPARTMENT may contact. The AGENCY shall notify the local maintenance office forty-eight (48) hours prior to the start of the landscape improvements.
- (m) If there is a need to restrict the normal flow of traffic, it shall be done on non-holiday, weekday off-peak hours (9 AM to 3 PM), and the party performing such work shall give notice to the local law enforcement agency within whose jurisdiction such road is located prior to commencing work on the landscape improvements. The DEPARTMENT'S Operation Center Public Information Officer (see telephone number in Paragraph (l) shall also be notified.
- (n) The AGENCY shall be responsible to clear all utilities within the landscape improvement limits before construction commences.
- (o) The AGENCY shall follow the minimum level of maintenance guidelines as set forth in FDOT'S Rule Chapter 14-40 *Highway Beautification and Landscape Management*, in the *FDOT Guide to Roadside Mowing and Maintenance Management System*, and **Exhibit "C"**, the *Maintenance Plan* for maintenance activities for landscape improvements.

3. MAINTENANCE OF FACILITIES

- A. The AGENCY agrees to maintain the landscape improvements, as existing and those to be installed, within the physical limits described in **Exhibit "A"** and as further described in **Exhibit "B"**. The non-standard improvements within and outside the travelway shall be maintained by the AGENCY regardless if the said improvement was made by the DEPARTMENT, the AGENCY, or others authorized pursuant to Section 7, by periodic mowing, pruning, fertilizing, weeding, curb and

sidewalk edging, litter pickup, necessary replanting, irrigation system repair and/ or repair of any median concrete replacement associated with specialty surfacing (if applicable) following the DEPARTMENT'S landscape safety and maintenance guidelines, **Exhibit "C"**, the Maintenance Plan. The AGENCY'S responsibility for maintenance shall include all landscaped, turfed and hardscape areas on the sidewalk or within the medians and areas outside the travelway to the right of way and/or areas within the travelway containing specialty surfacing. It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway caused by the differential characteristics of non-standard travelway surfacing (if applicable) on DEPARTMENT right of way within the limits of this Agreement.

- B. Such maintenance to be provided by the AGENCY is specifically set out as follows: to maintain, which means to properly water and fertilize all plant materials; to keep them as free as practicable from disease and harmful insects; to properly mulch the planting beds; to keep the premises free of weeds; to mow the turf to the proper height; to properly prune all plants which at a minimum includes: (1) removing dead or diseased parts of plants, (2) pruning such parts thereof to provide clear visibility to signage, permitted outdoor advertising signs per Florida Statute 479.106 and for those using the roadway and/or sidewalk; (3) preventing any other potential roadway hazards. *Plant materials* shall be those items which would be scientifically classified as plants and including trees, palms, shrubs, groundcover and turf. To maintain also means to remove or replace dead or diseased plant materials in their entirety, or to remove or replace those that fall below original project standards. Palms shall be kept fruit free year-round. To maintain also means to keep the header curbs that contain the specialty surfacing treatment in optimum condition. To maintain also means to keep the nonstandard hardscape areas clean, free from weeds and to repair said hardscape as is necessary to prevent a safety hazard. To maintain also means to keep litter removed from the median and areas outside the travel way to the right of way line. All plants removed for whatever reason shall be replaced by plants of the same species type, size, and grade as specified in the original plans and specifications. Any changes to the original plans shall be submitted by permit application to the DEPARTMENT for review and approval.
- C. If it becomes necessary to provide utilities (water/electricity) to the medians or areas outside the travelway to maintain these improvements, all costs associated with the utilities associated for the landscape improvements including any impact and/or connection fees, and the on-going cost of utility usage for water and electrical, are the maintaining AGENCY'S responsibility.

The AGENCY shall be directly responsible for impact and connection fees.

- D. The maintenance functions to be performed by the AGENCY may be subject to periodic inspections by the DEPARTMENT at the discretion of the DEPARTMENT. Such inspection findings will be shared with the AGENCY and shall be the basis of all decisions regarding, repayment, reworking or agreement termination. The AGENCY shall not change or deviate from said plans without written approval of the DEPARTMENT.

4. NOTICE OF MAINTENANCE DEFICIENCIES

A. If at any time after the AGENCY has undertaken the landscape improvements installation and/or maintenance responsibility for the landscape improvements it shall come to the attention of the DEPARTMENT'S District Secretary that the limits, or a part thereof, are not properly maintained pursuant to the terms of this Agreement, said District Secretary, may at his/her option, issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the AGENCY, to place said AGENCY on notice thereof. Thereafter, the AGENCY shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT may, at its option, proceed as follows:

- (1) Maintain the landscape improvements or any part thereof, with the DEPARTMENT or Contractor's personnel and invoice the AGENCY for expenses incurred, and/or
- (2) At the discretion of the DEPARTMENT, terminate the Agreement in accordance with Paragraph 8 of this Agreement and remove, by the DEPARTMENT or Contractor's personnel, all of the landscape improvements installed under this Agreement or any preceding Agreements, except as to trees and palms, and charge the AGENCY the reasonable cost of such removal.

5. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the landscape improvements covered by this Agreement may be removed, relocated, or adjusted at any time in the future, as determined to be necessary by the DEPARTMENT in order that the adjacent state road be widened, altered, or otherwise changed to meet future criteria or planning needs of the DEPARTMENT.

The AGENCY shall be given sixty (60) calendar day notice to remove said landscape improvements at the AGENCY's expense after which time the DEPARTMENT may remove same. All permits (including tree permits), fees, and any mitigation associated with the removal, relocation or adjustments of these improvements are the maintaining AGENCY'S responsibility.

6. FUTURE AGENCY IMPROVEMENTS

The AGENCY may construct additional landscape improvements within the limits of the landscape improvements rights of ways identified as a result of this document, subject to the following conditions:

- (a) Plans for any new landscape improvements shall be subject to approval by the DEPARTMENT. The AGENCY shall not change or deviate from said plans without written approval by the DEPARTMENT.
- (b) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.

- (c) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional landscape improvements it chooses to have installed and there will be no cost to the DEPARTMENT.

7. ADJACENT PROPERTY OWNER IMPROVEMENTS

The DEPARTMENT may allow an adjacent property owner to construct additional landscape improvements within the limits of the right of way identified in **Exhibit "A"** of this Agreement that the AGENCY shall be responsible for maintaining under this Agreement, subject to the following conditions:

- (a) Plans for any new landscape improvements shall be subject to approval by the DEPARTMENT and shall require a valid permit attached with a letter of consent to said plans by the AGENCY. The plans shall not be changed or deviated from without written approval by the DEPARTMENT and the AGENCY.
- (b) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- (c) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional landscape improvements installed by an adjacent owner.

8. AGREEMENT TERMINATION

In addition to those conditions otherwise contained herein, this Agreement may be terminated under any one (1) of the following conditions:

- (a) By the DEPARTMENT, if the AGENCY fails to perform its duties under this Agreement, following ten (10) days written notice.
- (b) By the DEPARTMENT, for refusal by the AGENCY to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the AGENCY in conjunction with this Agreement.

9. AGREEMENT TERM

- (a) The term of this Agreement commences upon execution by all parties. The term of this Agreement shall remain in effect for twenty-five (25) years.

10. LIABILITY AND INSURANCE REQUIREMENTS

- A. With respect to any of the AGENCY'S agents, consultants, sub-consultants, contractors and/or sub-contractors, such party in any contract for the landscape improvements shall agree to indemnify, defend, save and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, subconsultants, contractors and/or subcontractors. The AGENCY shall provide to the DEPARTMENT written

evidence of the foregoing upon the request of the DEPARTMENT. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the DEPARTMENT for its own negligence.

B. In the event that AGENCY contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:

- (1) AGENCY'S contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of \$500,000.00 per Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office. The AGENCY and DEPARTMENT shall be named as additional insured on such policies.
- (2) AGENCY'S contractor shall furnish AGENCY with Certificates of Insurance of Endorsements evidencing the insurance coverage specified herein prior to the beginning performance of work under this Agreement.
- (3) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of AGENCY'S contractor is completed. All policies must be endorsed to provide the DEPARTMENT with at least thirty (30) day notice of cancellation and or/or restriction. If any of the insurance coverage will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.

11. E-VERIFY REQUIREMENTS

The AGENCY shall:

- (a) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the AGENCY during the term of the contract; and
- (b) Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

12. SUPERSEDED AGREEMENTS

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

13. FISCAL TERMS

The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money will/may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

14. DISPUTES

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

15. ASSIGNMENT

This Agreement may not be assigned or transferred by the AGENCY, in whole or in part, without the prior written consent of the DEPARTMENT.

16. LAWS GOVERNING

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

17. NOTICES

Any and all notices given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses:

If to the DEPARTMENT:
State of Florida Department of Transportation
3400 West Commercial Blvd.
Ft. Lauderdale, FL 33309-3421
Attention:
FDOT District IV Landscape Architect

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

18. LIST OF EXHIBITS

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

19. SOVEREIGN IMMUNITY

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

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Transportation Development Director

Attest: _____(SEAL)
Executive Secretary

Legal Review	Date
_____	_____
Office of the General Counsel	

CITY OF FORT LAUDERDALE, through its
CITY COMMISSIONERS

By: _____
Dean J. Trantalis, Mayor
_____ day of _____, 2020

Christopher J. Lagerbloom, City Manager

Approved as to form by Office of City Attorney

City Attorney

ATTEST:

Jeffrey A. Modarelli, City Clerk

(SEAL)

SECTION No.:	86010000
Permit No.:	2018-L-491-008
COUNTY:	Broward
S.R. No.:	5

EXHIBIT A

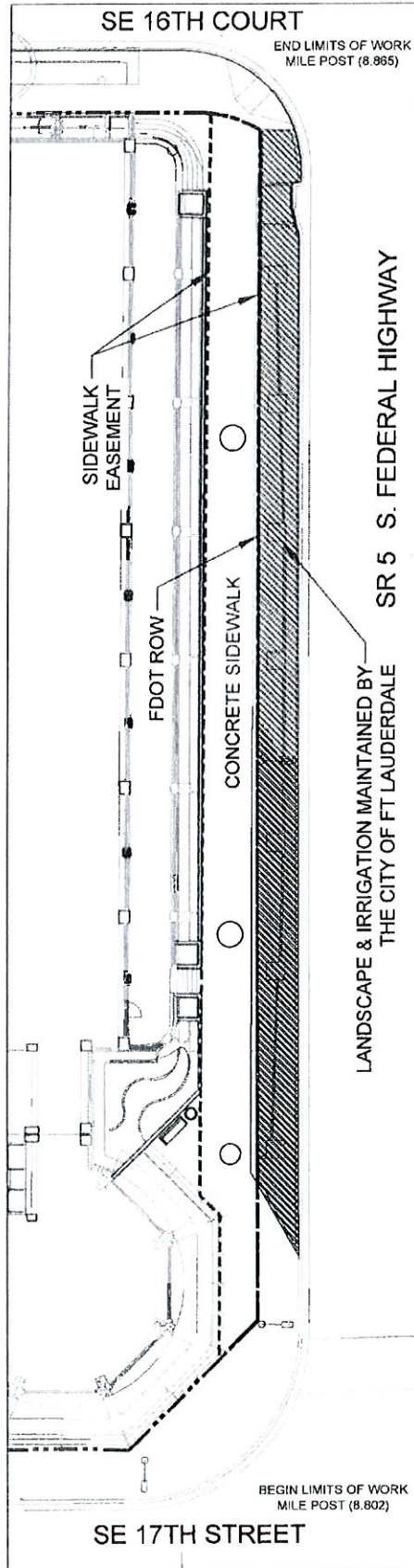
LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES

I. LIMITS OF MAINTENANCE FOR LANDSCAPE IMPROVEMENTS:

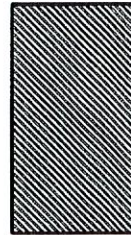
State Road 5 (US 1) from M.P. 8.802 to M.P. 8.865

II. LANDSCAPE IMPROVEMENTS MAINTENANCE RESPONSIBILITIES MAP:

Please see attached map



LIMITS OF MAINTENANCE BY CITY OF FT
LAUDERDALE



LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARY MAP CITY OF FORT LAUDERDALE FDOT PERMIT NO: 2018-L-491-008

SECTION No.:	86010000
Permit No.:	2018-L-491-008
COUNTY:	Broward
S.R. No.:	5

EXHIBIT B

LANDSCAPE IMPROVEMENT PLANS

The AGENCY agrees to install the landscape improvements in accordance with the plans and specifications attached hereto and incorporated herein.

Please see attached plans prepared by: Hugh Johnson, RLA
Architectural Alliance Landscape

Date: November 6, 2019



LOCATION MAP

501 SEVENTEEN

SCOPE OF WORK

STATE ROAD NO.5
MILE POST: 3.455 TO 3.540
DESIGN SPEED: 40 mph

FDOT SPECIFICATIONS AND DESIGN STANDARDS

These drawings have been developed to comply with the current versions of FDOT specifications and design standard indexes
"Governing Standard Plans: Florida Department of Transportation, FY 2018-19 Standard Plans for road and bridge construction and applicable interim revisions (IRs)"
"Governing Standards Specifications: Florida Department of Transportation, July 2018 Standard Specifications for Road and Bridge Construction"

PERMIT NO: 2018L-491-008

Digitally signed
by Hugh
Johnson
Date: 2018.11.06
17:01:24 -05'00'



Revision Dates:
1. DRC Review
10/20/2017
2. DRC Check
10/20/2017
3. DRC Check
10/20/2017

501 Seventeen
FDOT SUBMITTAL SET
FEDERAL HIGHWAY & 17TH ST CAUSEWAY
FORT LAUDERDALE, FLORIDA

INDEX OF SHEETS	
SHEET No.	TITLE
CS-1	COVER SHEET
LANDSCAPE ARCHITECTURE	
LP-3	LANDSCAPE PLAN
LP-4	PLANTING NOTES AND DETAILS
IRRIGATION	
IR-1	IRRIGATION PLAN
IR-2	IRRIGATION DETAILS
IR-3	IRRIGATION NOTES

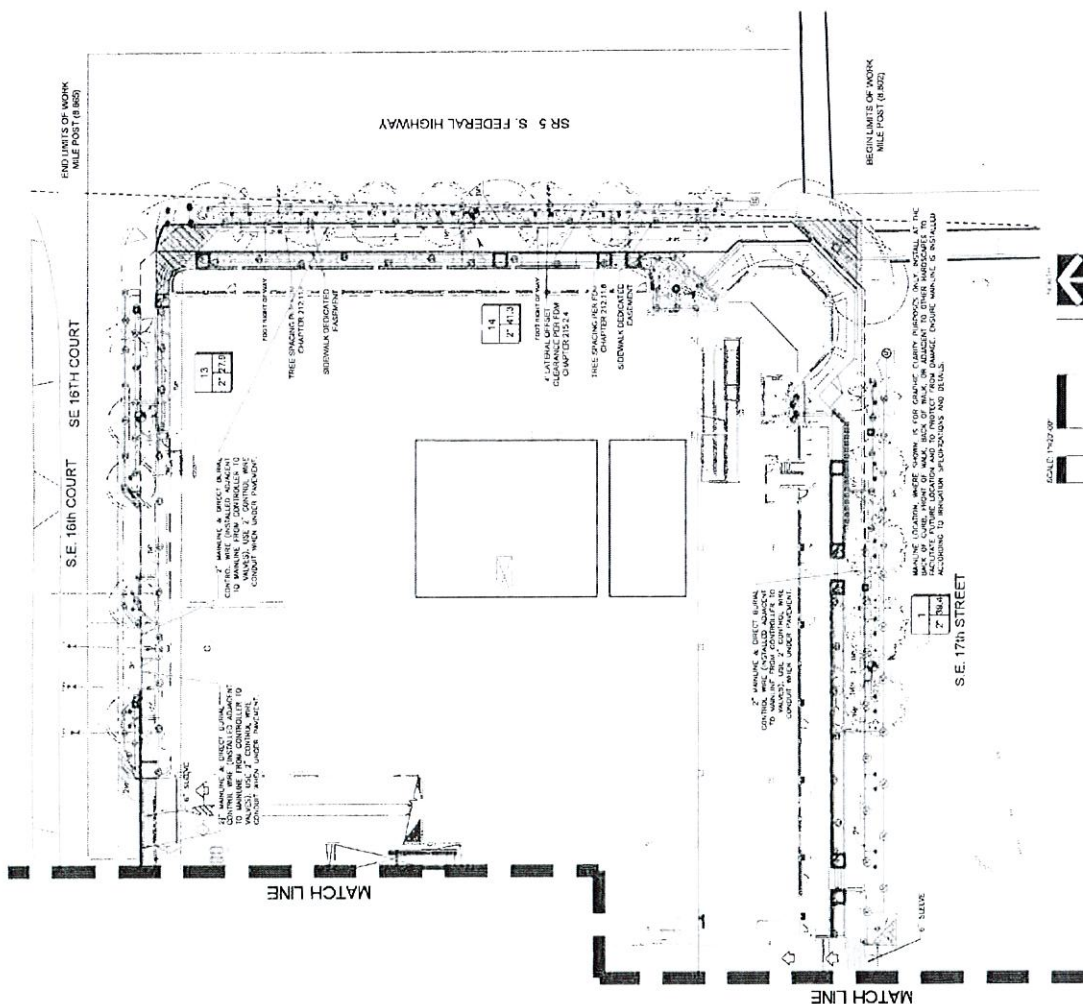
Sheet Description
COVER SHEET

Revision Date
11-6-2018

Project Number
10380

Drawing Number
CS-1

Sheet 1 of 4

FDOT SPECIFICATIONS AND
DESIGN STANDARDS

These drawings have been developed to comply with the current versions of FDOT specifications and design standard indexes.

FOOTNOTES

1. The irrigation system shall use the lowest quality water available without adequately and safely meets the water needs of the system. Storm water, reclaim water, or grey water irrigation shall be used whenever possible.
2. FDOT requires 24 hour emergency access to water sources.
3. Contractor shall provide FDOT District Operations Manager with a set of "As-Built" Irrigation Plans.

NON-CIRCULAR SLEWING SCHEDULE	
SLEWING RATE	SLEWING TIME
3/4"	2"
1"	2"
1 1/4"	3"
1 1/2"	3"
1 3/4"	4"
2"	5"
2 1/4"	6"
2 1/2"	7"
2 3/4"	8"
3"	9"
3 1/4"	10"
3 1/2"	11"
3 3/4"	12"
4"	13"
4 1/4"	14"
4 1/2"	15"
4 3/4"	16"
5"	17"
5 1/4"	18"
5 1/2"	19"
5 3/4"	20"
6"	21"
6 1/4"	22"
6 1/2"	23"
6 3/4"	24"
7"	25"
7 1/4"	26"
7 1/2"	27"
7 3/4"	28"
8"	29"
8 1/4"	30"
8 1/2"	31"
8 3/4"	32"
9"	33"
9 1/4"	34"
9 1/2"	35"
9 3/4"	36"
10"	37"
10 1/4"	38"
10 1/2"	39"
10 3/4"	40"
11"	41"
11 1/4"	42"
11 1/2"	43"
11 3/4"	44"
12"	45"
12 1/4"	46"
12 1/2"	47"
12 3/4"	48"
13"	49"
13 1/4"	50"
13 1/2"	51"
13 3/4"	52"
14"	53"
14 1/4"	54"
14 1/2"	55"
14 3/4"	56"
15"	57"
15 1/4"	58"
15 1/2"	59"
15 3/4"	60"
16"	61"
16 1/4"	62"
16 1/2"	63"
16 3/4"	64"
17"	65"
17 1/4"	66"
17 1/2"	67"
17 3/4"	68"
18"	69"
18 1/4"	70"
18 1/2"	71"
18 3/4"	72"
19"	73"
19 1/4"	74"
19 1/2"	75"
19 3/4"	76"
20"	77"
20 1/4"	78"
20 1/2"	79"
20 3/4"	80"
21"	81"
21 1/4"	82"
21 1/2"	83"
21 3/4"	84"
22"	85"
22 1/4"	86"
22 1/2"	87"
22 3/4"	88"
23"	89"
23 1/4"	90"
23 1/2"	91"
23 3/4"	92"
24"	93"
24 1/4"	94"
24 1/2"	95"
24 3/4"	96"
25"	97"
25 1/4"	98"
25 1/2"	99"
25 3/4"	100"

**Hugh
Johns**
on

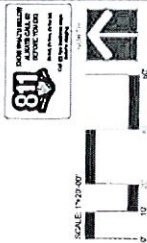


ONE 2" SLEEVE.

DHC Washington
 03-27-2017
 DHC Core App
 05-14-2017
 DHC Core App
 10-29-2017
 Revision Dates

FDOT SUBMITTAL SET
501 Seventeen
FEDERAL HIGHWAY & 17TH ST CAUSEWAY
FORT LAUDERDALE, FLORIDA

Sheet Description IRRIGATION PLAN AND PARKING DECK PLAN	Release Date 11-14-2010	Project Number 1639H	Drawing Number IR-1	Sheet 1 of 3
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Hugh Johnson
Digitally signed
by Hugh Johnson
Date: 2019.11.06
17:02:32 -05'00'

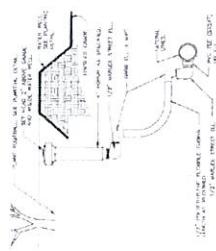
03-27-2017
ERC David App
05-24-2017
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501 Seventeen
FEDERAL HIGHWAY & 17TH ST CAUSEWAY
FORT LAUDERDALE, FLORIDA

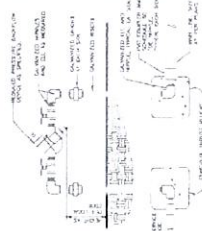
Sheet Description IRRIGATION DETAILS	Reference Date 11-14-2016	Project Number 1039B	Drawing Number IR-2
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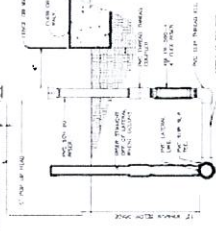
6. WIRE BUNDLE JUNCTION BOX
1. $1/2" \times 3/8"$



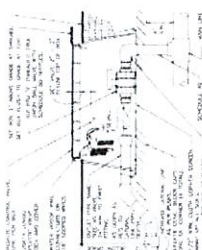
6) PCPUP BURRFRAT PLANT HT:
 $r = 1.6$



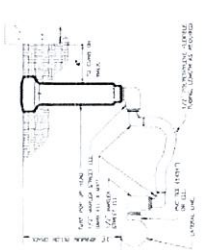
REDUCED PRESSURE BACKFLOW DEVICE



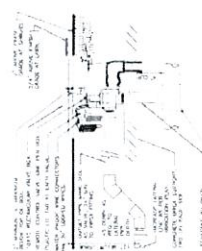
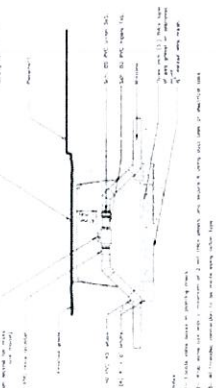
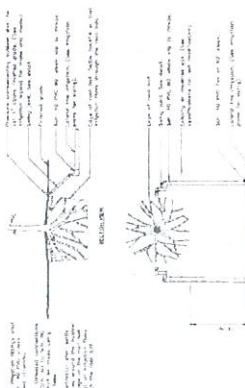
SHRUB POP-UP SPRAY ON FIXED RISER



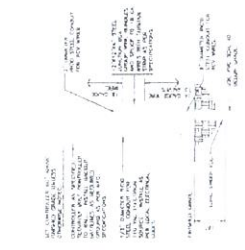
2 HCV WITH UNION S.O.V.
 $\pm 1/2 \times 10^{-6}$



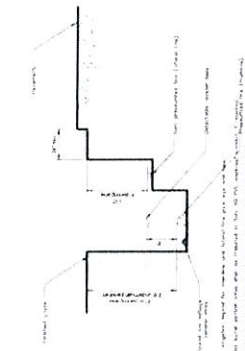
6. TURB SPRAY FLEX ASSEMBLY
r - 1.4"

ELECTRIC REMOTE CONTROL VALVE
1/2" x 1" x 1/2"1-X BALL VALVE 3" AND SMALLER
1'-2" - 1'-6"

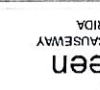
CREATION BUBBLER (2) W/ LAYOUT



WALL MOUNT CONTROLLER



IRRIGATION TRENCHING

[illegible]FDOT SPECIFICATIONS AND
DESIGN STANDARDS

These drawings have been developed to comply with the current versions of FDOT specifications and design standard indexes:

- Governing Standards and specifications: 2018 Florida Department of Transportation Design Standards, and 2018 Standard specifications for Road and Bridge Construction, Section 503
- Landscaping installation, and any other applicable updates.

1. The irrigation system shall use the lowest quality water available without adversely affecting safety, health, or crop results of the system. Salts, nitrates, or insecticides, or any water regulator shall be used whenever possible.
2. FDOT employees 24-hour emergency access to water source.
3. Contractor shall provide FDOT, Florida Operations Manager with a set of "As-Built" Irrigation Plans.

FOOTNOTES

1. The irrigation systems should use the lowest quality water available without adversely affecting water quality through the use of the system. Slurries, sediments, rocks, or any other material that is not otherwise possible.
2. pCO₂ requires 24-hour emergency access to water source.
3. Contractor shall provide a DOT Certified Gasoline Manager with a full "As-Built" Irrigation Plans.

[illegible]

General note. The three items used to help define the domain of work and nonwork are: (a) *work*, (b) *nonwork*, and (c) *work-nonwork interface*. The items are used to help define the domain of work and nonwork in the following way: (a) *work* is defined as any activity that is performed for pay, (b) *nonwork* is defined as any activity that is not performed for pay, and (c) *work-nonwork interface* is defined as any activity that is performed for pay and is also performed for nonpay.

[illegible]

As a consequence of the above, the following result is obtained:

2. *Examination of the system components*—The authors propose a structured checklist, with procedures to indicate which parts of the system contributed to a failure, and which parts did not. (This checklist can be tailored to suit the particular type of failure.)

[illegible]

E. N. A. APOSTOL
Journal of Pure and Applied Mathematics

UNION (12). The regression between the logarithm of the number of emigrants per capita and the logarithm of the number of immigrants per capita was

1. Every response that includes the response category will receive points for generalizing the concept, and items will be discarded only from students who provide no response and no generalization about the concept. All responses, including those that do not fit the following table, will be scored.

A. Item of each row has two examples for generalizing applications.

B. Check the response to which item is correctly applied in the students' self and/or teacher response. Consult with N_1 until a definite response is reached in all following items. (ignore missing responses)

- D. Change setting or position: appropriate if you're sitting, standing
- E. Change the exercise and/or subject: not a viable strategy by itself
- F. Check for stress: relaxation, slow breath, breath out
- G. Change the audience

[illegible][illegible]

© 2000 Blackwell Science Ltd, *Journal of Clinical Pharmacy and Therapeutics*, 25, 191–196

DOI: 10.1111/j.1365-3113.2012.04726.x (please cite this paper)

SECTION No.:	86010000
Permit No.:	2018-L-491-008
COUNTY:	Broward
S.R. No.:	5

EXHIBIT C

MAINTENANCE PLAN FOR LANDSCAPE IMPROVEMENTS

This Exhibit forms an integral part of the DISTRICT FOUR (4) LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.

Please see attached

MAINTENANCE PLAN Landscape Improvements

Project State Road No:	5 (US 1/South Federal Highway) from M.P. 8.802 to M.P. 8.865)
Permit:	2018-L-491-008
Maintaining Agency:	City of Fort Lauderdale
RLA of Record:	Hugh Johnson
Date:	February 5, 2018

I. GENERAL MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS:

The purpose of a plan for the landscape improvements maintenance practices is to allow the plant material on your project to thrive in a safe and vigorous manner while fulfilling their intended purpose and conserving our natural resources. Plantings and all other landscape improvements shall be maintained to avoid potential roadway hazards and to provide required clear visibility, accessibility, clearance, and setbacks as set forth by Florida Department of Transportation (FDOT) governing standards and specifications: *FDOT Standard Plans*, *FDOT Plans Design Manual* and *FDOT Standard Specifications for Road and Bridge Construction*, as amended by contract documents, and all other requirements set forth by the District 4 Operations Maintenance Engineer. The initial portion of the Maintenance Plan describes general maintenance requirements and recommendations. **The concluding section provides recommendations prepared by the Registered Landscape Architect of Record specific to the attached approved plans.**

WATERING REQUIREMENTS

Watering is a critical concern for not only the maintenance of healthy plant material but also for observing water conservation practices. The amount of water to apply at any one time varies with the weather, drainage conditions and water holding capacity of the soil. For plant materials that have been established, it is imperative that any mandated water restrictions be fully conformed to on FDOT roadways.

Proper watering techniques should provide even and thorough water dispersal to wet the entire root zone, but not saturate the soil or over-spray onto travel lanes.

IRRIGATION SYSTEM

The Agency shall ensure there are no roadway overspray or irrigation activities during daytime hours (most notably "rush hour" traffic periods). It is imperative the irrigation controller is properly set to run early enough that the watering process will be entirely completed before high traffic periods, while adhering to mandated water restrictions. To ensure water conservation, the Agency shall monitor the system for water leaks and the rain sensors to ensure they are functioning properly so that the system shuts down when there is sufficient rainfall.

INTEGRATED PLANT MANAGEMENT

An assessment of each planting area's soil is recommended to periodically determine the nutrient levels needed to sustain healthy, vigorous plant growth.

Palms, shrubs, trees and turf areas shall be fertilized in such a manner and frequency to ensure that the plant material remains healthy and vigorously growing. Please be alert to changes in fertilization types per University of Florida, Institute of Food and Agricultural Services (I.F.A.S.)

recommendations. Establishment of an integrated pest management program is encouraged to ensure healthy plants, which are free of disease and pests.

MULCHING

Mulch planting beds in such a manner as to prevent weed growth, retain moisture to the plants, protect against soil erosion and nutrient loss, maintain a more uniform soil temperature, and improve the appearance of the planting beds. Avoid mulch mounded up on the trunks of trees, palms, and the base of shrubs to encourage air movement in this area which aids in lowering disease susceptibility. Cypress mulch is prohibited on state right of way.

PRUNING

All pruning, and the associated safety criteria, shall be performed according to American National Standard Institute (ANSI) A300 standards and shall be supervised by an International Society of Arboriculture (ISA) Certified Arborist. Pruning shall be carried out with the health and natural growth of plant materials in mind, to specific pruning heights maintaining clear visibility for motorists, and provide vertical clearance for pedestrian, bicyclist, and truck traffic where applicable. Visibility windows must be maintained free of view obstructions, and all trees and palms must be maintained to prevent potential roadway and pedestrian hazards, all palms are to be kept fruit free. The specific pruning heights are determined by understanding the designer's intent when selecting and placing the plants. The intended mature maintained height and spread of plants are noted on the plans (See Exhibit B.) and see Part II., Specific Project Site Maintenance Requirements and Recommendations as guidance. The understory plant materials selected for use within the restricted planting areas (Limits of Clear Sight) are to be mature height in compliance with Window Detail. Vertical tree heights must meet *FDOT Maintenance Rating Program* (MRP) standards. See Reference pages.

STAKING AND GUYING

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

TURF MOWING:

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

LITTER CONTROL:

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

WEEDING/HERBICIDE

All planting areas shall be maintained as weed free as practicable by enlisting integrated pest management practices in areas specified on the plans and maintaining proper mulch levels. Extreme care is recommended when using a chemical herbicide to avoid overspray onto plant

materials. It is the applicator's responsibility to restore any damage resulting from overspray to the plantings, per the approved plans.

PLANT REPLACEMENT

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

HARDSCAPE (SPECIALTY SURFACING)

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

HARDSCAPE (CONCRETE PAVERS)

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

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

HARDSCAPE (NON-STANDARD) TRAVELWAY SURFACING

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

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

**HARDSCAPE (LANDSCAPE ACCENT LIGHTING)
(IF APPLICABLE)**

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

MAINTENANCE OF TRAFFIC CONTROL

Reference the FDOT website regarding the selection of the proper traffic control requirements to be provided during routine maintenance and / or new installations of this DOT roadway.

**VEGETATION MANAGEMENT AT OUTDOOR ADVERTISING (ODA)
(IF APPLICABLE)**

To avoid conflicts with permitted outdoor advertising, please reference the State of Florida website regarding the vegetation management of outdoor advertising. This website provides a portal to search the FDOT Outdoor Advertising Inventory Management System Database. The database contains an inventory of outdoor advertising structures, permits and other related information maintained by the Department.

Also, reference the *Florida Highway Beautification Program* website link for *Vegetation Management at ODA signs* Florida Statutes and Florida Administrative Code related to vegetation management at outdoor advertising sign, permit applications for vegetation management and determining mitigation value of roadside vegetation.

II. SPECIFIC PROJECT SITE MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS

Ground cover plantings (Green Carpet Carissa and Golden Creeper) should be maintain at 18"; specimens (False agave) maintained at 5'; and Thatch palms should be allowed to reach their full height of 15'. Ground covers require minimal maintenance, in regards to pruning and should be allowed to mature height through natural growth. Live oak trees should be pruned from the base of the trunk upward to maintain a clear trunk of 10' minimum providing a separation between canopy and underplantings. Remove palm fronds periodically which appear to be in decline so that the plants can designate energy to the promotion of new growth. If maintained properly the plantings will provide a lush and multi-layered effect.

REFERENCES

This reference list is provided as a courtesy. The list may not contain the most current websites. The most current references must be accessed for up to date information.

Accessible Sidewalk (ADA)

<http://www.access-board.gov/guidelines-and-standards/streets-sidewalks>

Americans with Disabilities Act (ADA) (ADAAG)

http://www.ada.gov/2010ADAstandards_index.htm

American National Standard Institute, *ANSI A300, (Part 1) for Tree Care Operations – Trees, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning)*, available for purchase

<http://webstore.ansi.org>

Florida Department of Agriculture and Consumer Services, Division of Plant Industry, *Florida Grades and Standards for Nursery Plants 2015*

<http://www.freshfromflorida.com/Divisions-Offices/Plant-Industry/Bureaus-and-Services/Bureau-of-Plant-and-Apiary-Inspection>

Florida Department of Community Affairs (DCA), *Florida Board of Building Codes & Standards, 2017 Florida Building Code, Chapter 11 Florida Accessibility Code for Building Construction Part A*

http://www.floridabuilding.org/fbc/workgroups/Accessibility_Code_Workgroup/Documentation/CHAPTER_11_w_fl_a_specifics.htm

Florida Department of Transportation, *Program Management, Maintenance Specifications Workbook Supplemental Specifications, Section 580 Landscape Installation*

<http://www.fdot.gov/programmanagement/Maintenance/2019Jan/default.shtm>

Florida Department of Transportation, *FDOT Standard Plans for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 580-001 Landscape Installation*

<http://www.fdot.gov/design/standardplans/current/IDx/580-001.pdf>

Florida Department of Transportation, *FDOT Design Manual for Design, Construction, Maintenance and Utility Operations on the State Highway System, Chapter 212.11 Clear Sight Triangles*

<http://www.fdot.gov/roadway/FDM/current/2018FDM212Intersections.pdf>

Florida Department of Transportation, *FDOT Design Manual for Design, Construction, Maintenance and Utility Operations on the State Highway System, Chapter 215.2.3 Clear Zone Criteria and 215.2.4 Lateral Offset*

Table 215.2.1 Clear Zone Width Requirements

Table 215.2.2 Lateral Offset Criteria (for Trees)

<http://www.fdot.gov/roadway/FDM/current/2018FDM215RoadsideSafety.pdf>

Florida Department of Transportation, *FDOT Standard Plans for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index Series 102-600 Traffic Control through Work Zones*

<http://www.fdot.gov/design/standardplans/current/IDx/102-600.pdf>

Department of Transportation, Landscape Architecture Website

www.MyFloridaBeautiful.com

Florida Department of Transportation, *Maintenance Rating Program Handbook*

<http://www.dot.state.fl.us/statemaintenanceoffice/MaintRatingProgram.shtm>

Florida Department of Transportation Outdoor Advertising Database

<http://www2.dot.state.fl.us/rightofway/>

Florida Exotic Pest Plant Council Invasive Plant Lists

<http://www.fleppc.org/list/list.htm>

Florida Irrigation Society

<http://www.fisstate.org>

Florida Power and Light (FPL), *Plant the Right Tree in the Right Place*

http://www.fpl.com/residential/trees/right_tree_right_place.shtml

**RAM REALTY ASSOCIATES IV LLC
ACTION TAKEN BY WRITTEN CONSENT
OF THE MANAGER**

The undersigned, being the sole manager of RAM REALTY ASSOCIATES IV LLC, a Delaware limited liability company ("**RRAIV**"), in RRAIV's capacity as the sole manager of RRPIV 17TH STREET FTL GP LLC, a Florida limited liability company (the "**Company**") in its capacity as the general partner of RRPIV WF FTL LLLP, a Florida limited liability limited partnership ("**RRPIV WF**"), hereby consents to and takes the following actions and adopts the following resolutions without the necessity of any formal or informal meetings, and hereby waives all notice of the date, time, place and purpose of such meetings effective as of the date(s) referenced herein.

WHEREAS, the Company is the fee simple owner of that certain real property located in Fort Lauderdale, Broward County, Florida, as more particularly in Exhibit "A" attached hereto and by this reference made a part hereof (the "**Property**"); and

WHEREAS, in connection with the day-to-day business operations of the Property (collectively, the "**Property Management**"), RRAIV, in its capacity as the sole manager of the Company in its capacity as the general partner for RRPIV WF, may negotiate, execute and deliver and enter into documentation on behalf of the Company (collectively, the "**Company Documentation**"); and

WHEREAS, the Company is governed by that certain Operating Agreement effective as of July 26, 2018, pursuant to which RRAIV, as the sole manager of the Company, has the power and authority to act on behalf of the Company with respect to the subject matter of these resolutions without the necessity of consulting with any other party or obtaining any additional approvals or consents.

NOW, THEREFORE, it is resolved as follows:

RESOLVED, that either (i) Keith L. Cummings, (as the "**Manager**" of RRAIV), or (ii) any two of the following executive officers: Karen D. Geller, James W. Stine, or Jennifer Stull, each a Vice President of RRAIV (each an "**Executive Officer**" and collectively, the "**Executive Officers**" of RRAIV), in RRAIV's capacity as the sole manager of the Company in the Company's capacity as general partner of RRPIV WF, is hereby authorized, empowered and directed to carry out all of RRPIV WF's obligations and responsibilities as contemplated by and respectively set forth in any Company Documentation, including, without limitation, the respective negotiation, execution and delivery thereof, irrespective of whether such acts were performed before or subsequent to the date hereof;

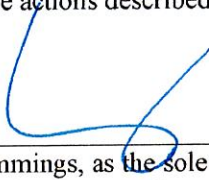
RESOLVED FURTHER, that the Manager or any two of the Executive Officers of RRAIV, in RRAIV's capacity as the sole manager of the Company in its capacity as general partner of RRPIV WF, is hereby authorized and empowered to take any and all other respective actions necessary to carry out and give effect to the foregoing resolutions regarding the Company Documentation;

RESOLVED FURTHER, that the signatures of either the Manager or any two Executive Officer on behalf of RRAIV, in RRAIV's capacity as the sole manager of the Company in the Company's capacity as general partner of RRPIV WF, to any Company Documentation shall be conclusive evidence of the authority of the Manager or such Executive Officers to execute and deliver such documentation on behalf of RRPIV WF;

RESOLVED FURTHER, that these resolutions shall continue in full force and effect and may be relied upon by any party involved in the Company Documentation whether said Company Documentation was executed before or after the date of this Written Consent.

[NO FURTHER TEXT; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned hereby consents to the actions described herein as of the 15th day of April, 2020.



Keith L. Cummings, as the sole Manager of Ram Realty Associates IV LLC, a Delaware limited liability company, in its capacity as the sole manager of RRPIV 17TH STREET FTL GP LLC, a Florida limited liability company, as general partner of RRPIV WF FTL LLLP, a Florida limited liability limited partnership