

ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT

THIS ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT (“Assumption Agreement”) is entered into this ____ day of _____ 2021, by and between:

GRANITEFL LLC, a Delaware limited liability company, whose principal address is 214 West 39th Street, Suite 1200, New York, NY 10018 (“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 North also known as Fort Lauderdale Beach Boulevard (hereinafter referred to as “State Road A1A North”), and on the east side of State Road A1A South also known as Seabreeze Boulevard (hereinafter referred to as “State Road A1A South”), both right-of-ways which are under the jurisdiction of the State of Florida Department of Transportation (“FDOT”);

WHEREAS, certain landscape and streetscape improvements are proposed to be installed in the right-of-way of State Road A1A North and State Road A1A South consisting of patterned concrete, landscaping and irrigation (“Streetscape/Landscape Improvements”); and

WHEREAS, the Streetscape Improvements are proposed to be installed on the west side of the State Road A1A North right-of-way (between Mile Post 2.784 to Mile Post 2.810) and on the east side of State Road A1A South right-of-way (between Mile Post 0.648 to Mile Post 0.673) (the “Improvement Area”); and

WHEREAS, in order to permit the Streetscape 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 Landscape Maintenance Memorandum of Agreement" (the "Agreement") which is attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the terms and conditions are set forth in the Agreement impose responsibility for maintenance of the Streetscape 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 Streetscape 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 Streetscape 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 Streetscape 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 Streetscape 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 Streetscape Improvements contemplated herein with thirty (30) days after written demand by FDOT or CITY, the CITY is hereby authorized to remove the Streetscape 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 Streetscape Improvements and CITY finds it necessary to remove the Streetscape Improvements in accordance with the foregoing, then the total expense incurred by the CITY in removing the Streetscape 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 Streetscape 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 GraniteFL LLC, Attention: Ronnie Gross; telephone number (212) 921-7171; and e-mail address: rgross@g-holdings.com. In the event the OWNER's Contact Person or any other information pertaining to the OWNER's Contact Person shall change, such change shall be provided to the CITY Engineer in writing.

9. Damage to Public Property. In the event the use, operation, maintenance, repair, construction, demolition or reconstruction of the Streetscape 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.W. 3rd Avenue

Fort Lauderdale, Florida 33301

AS TO OWNER:

GraniteFL LLC
ATTN: Ronnie Gross
214 West 39th Street, Suite 1200
New York, NY 10018

With copy to: GCAM LLC
ATTN: Legal Department
214 West 39th Street, Suite 1200
New York, NY 10018

(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 Streetscape 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 Streetscape Improvements. OWNER shall construct operate and maintain the Streetscape 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 Streetscape Improvements within the Improvement Area.

(SIGNATURES TO FOLLOW)

IN WITNESS WHEREOF, the parties execute this Agreement as follows:

Witnesses:

OWNER:

GRANITEFL LLC

(Witness #1 Signature)

By: _____

(Print Name)

Print Name: Ronnie Gross

Title: Vice President

(Witness #2 Signature)

(Print Name)

ACKNOWLEDGEMENT

STATE OF _____)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____, by Ronnie Gross as Vice President for GRANITEFL LLC, a Delaware Limited Liability Company authorized to transact business in the State of Florida.

(SEAL)

Signature: Notary Public, State of _____

Print, Type of Stamp Commissioned Name
Of Notary Public)

Personally Known ___ OR Produced Identification ___
Type of Identification Produced _____

AS TO CITY:

CITY OF FORT LAUDERDALE

By: _____
Dean J. Trantalis, Mayor

_____ day of _____, 2021

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

_____ day of _____, 2021

ATTEST:

(CORPORATE SEAL)

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 _____, 2021, 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 _____, 2021, 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

INSTR # 115538589,Plats 183/239

Page 1 of 2

Recorded 01/04/2019 at 03:38 PM

LEGAL DESCRIPTION:

A PORTION OF LOTS 7 AND 8, BLOCK 2, "RE-AMENDED PLAT OF BLOCKS "A" AND "2" OF THE AMENDED PLAT OF LAS OLAS BY THE SEA", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 50 SOUTH, RANGE 42 EAST; THENCE NORTH 02°20'24" WEST ON THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 12 FOR 389.99 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF AFOREMENTIONED LOT 8, BLOCK 2; THENCE SOUTH 88°20'23" WEST 8.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°20'23" WEST ON SAID SOUTH LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF SE 5TH STREET 239.38 FEET TO THE SOUTHEAST CORNER OF PARCEL NO. 8 RIGHT-OF-WAY DEDICATION FOR REALIGNED STATE ROAD NO. A-1-A (SEABREEZE BOULEVARD) RECORDED IN OFFICIAL RECORDS BOOK 17378, PAGE 887 AND OFFICIAL RECORDS BOOK 17471, PAGE 287, BOTH OF SAID PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 46°38'35" WEST ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID REALIGNED STATE ROAD NO. A-1-A (SEABREEZE BOULEVARD) 41.09 FEET; THENCE NORTH 01°42'38" WEST ON THE EAST RIGHT-OF-WAY LINE OF PARCEL NO. 8 RIGHT-OF-WAY DEDICATION AND CONTINUING ON THE EAST LINE OF PARCEL NO. 7 RIGHT-OF-WAY DEDICATION ALSO RECORDED IN SAID OFFICIAL RECORDS BOOK 17378, PAGE 887 AND OFFICIAL RECORDS BOOK 17471, PAGE 287 FOR 70.94 FEET TO THE INTERSECTION WITH THE NORTH LINE OF AFOREMENTIONED LOT 7, BLOCK 2; THENCE NORTH 88°21'14" EAST ON THE NORTH LINE OF SAID LOT 7 ALSO BEING THE SOUTH LINE OF LOT 6 OF SAID PLAT 274.17 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. A-1-A (SOUTH FORT LAUDERDALE BEACH BOULEVARD) (SOUTH ATLANTIC BOULEVARD) AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING MAINTENANCE MAP, SEC. 86180-MAINT.(3), RECORDED IN MISCELLANEOUS MAP BOOK 8, PAGE 185, OF SAID PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTH 01°35'31" WEST ON SAID WESTERLY RIGHT-OF-WAY LINE, SAID LINE LYING 10.00 FEET WEST OF THE EAST LINE OF SAID LOTS 7 AND 8, BLOCK 2 FOR 100.10 FEET TO THE POINT OF BEGINNING.

SAID LAND SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA CONTAINING 26,700 SQUARE FEET (0.6129 ACRES).

DEDICATION:

STATE OF NEW YORK
COUNTY OF NEW YORK S.S.

KNOW ALL MEN BY THESE PRESENTS: THAT GRANITEFL LLC, A DELAWARE LIMITED LIABILITY COMPANY, LICENSED TO DO BUSINESS IN THE STATE OF FLORIDA, THE OWNER OF THE LANDS DESCRIBED HEREON, HAS CAUSED SAID LANDS TO BE SUBDIVIDED AND PLATTED AS SHOWN HEREON, SAID PLAT TO BE KNOWN AS "BOUTIQUE HOTEL", A REPLAT.

THE ADDITIONAL RIGHT-OF-WAY EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC FOR PROPER PURPOSES.

IN WITNESS WHEREOF: THAT GRANITEFL LLC, A DELAWARE LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED IN THE PRESENCE OF THESE TWO WITNESSES BY RONNIE GROSS ITS VICE PRESIDENT, AND ITS COMPANY SEAL (IF ANY) TO BE HEREUNTO AFFIXED THIS 16th DAY OF APRIL, A.D. 2018.

WITNESSES: Don Li
PRINT NAME: Don Li
WITNESSES: Mayra M. Aviles
PRINT NAME: Mayra M. Aviles

ACKNOWLEDGMENT:
STATE OF New York
COUNTY OF New York S.S.

I HEREBY CERTIFY: THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME Ronnie Gross Vice President OF GRANITEFL LLC, A DELAWARE LIMITED LIABILITY COMPANY, TO BE THE PERSON DESCRIBED IN AND WHO ACKNOWLEDGED BEFORE ME THAT HE/SHE EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN EXPRESSED, AND DID NOT TAKE AN OATH.

WITNESS: MY HAND AND OFFICIAL SEAL THIS 16th DAY OF April, A.D. 2018.

COMMISSION # 612160
MY COMMISSION EXPIRES: 12/31/2018

BY: GRANITEFL LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: Ronnie Gross
PRINT NAME: RONNIE GROSS
TITLE: VICE PRESIDENT

NOTARY PUBLIC, STATE OF NEW YORK
PRINT NAME GARY M. LUKS

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY: THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND RECENTLY SURVEYED, SUBDIVIDED AND PLATTED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION. THAT THE SURVEY DATA COMPLIES WITH THE APPLICABLE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND WITH THE APPLICABLE SECTION OF CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, AND FURTHER THAT THE PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS WERE SET IN ACCORDANCE WITH SECTION 177.091 OF SAID CHAPTER 177.

Beth Burns
BETH BURNS
PROFESSIONAL SURVEYOR AND MAPPER NO. LS6136
STATE OF FLORIDA
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
CERTIFICATE OF AUTHORIZATION NUMBER LB3870

MARCH 23, 2018
DATE

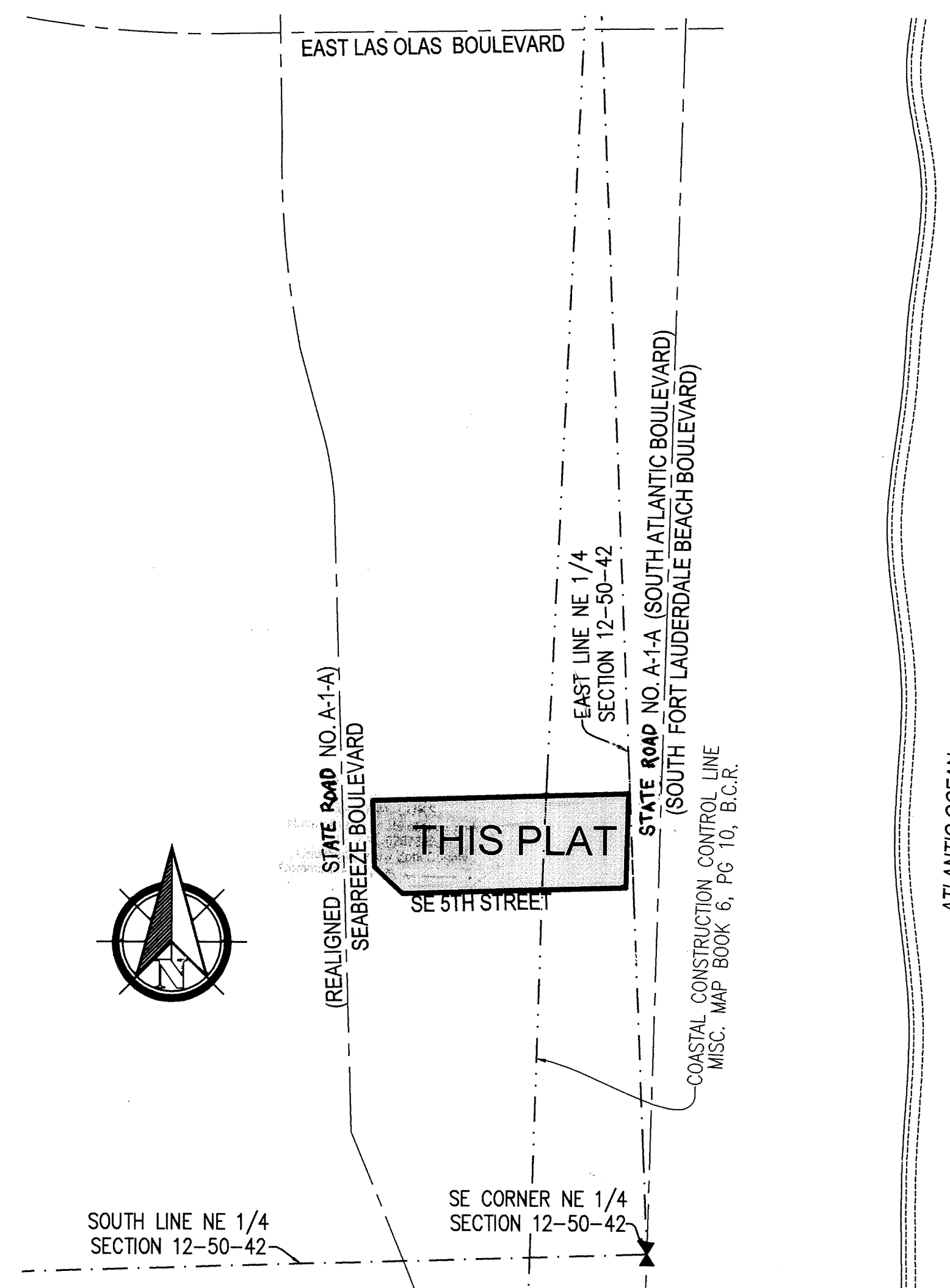
"BOUTIQUE HOTEL"

A REPLAT OF A PORTION OF LOTS 7 AND 8, BLOCK 2, "RE-AMENDED PLAT OF BLOCKS "A" AND "2" OF THE AMENDED PLAT OF LAS OLAS BY THE SEA", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SECTION 12, TOWNSHIP 50 SOUTH, RANGE 42 EAST
CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

PREPARED BY PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
954-572-1777
FAX NO. 954-572-1778
APRIL, 2017

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



LOCATION MAP
A PORTION OF THE NE 1/4 OF SECTION 12-50-42
(NOT TO SCALE)

GRANITEFL LLC, A DELAWARE LIMITED LIABILITY COMPANY	PLATTING SURVEYOR	CITY OF FORT LAUDERDALE	CITY ENGINEER	COUNTY SURVEYOR	COUNTY ENGINEER

PLAT BOOK 183 PG 239
SHEET 1 OF 2 SHEETS

CITY COMMISSION:

THIS IS TO CERTIFY: THAT THIS PLAT HAS BEEN ACCEPTED AND APPROVED FOR RECORD BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, IN AND BY RESOLUTION NO. ADOPTED BY SAID CITY COMMISSION THIS 3 DAY OF APRIL, A.D. 2018.

IN WITNESS WHEREOF: THE SAID CITY COMMISSION HAS CAUSED THESE PRESENTS TO BE ATTESTED BY ITS CITY CLERK AND THE CORPORATE SEAL OF SAID CITY TO BE AFFIXED THIS 23 DAY OF APRIL, A.D. 2018.

NO BUILDING PERMITS SHALL BE ISSUED FOR THE CONSTRUCTION, EXPANSION, AND/OR CONVERSION OF A BUILDING WITHIN THIS PLAT UNTIL SUCH TIME AS THE DEVELOPER PROVIDES THIS MUNICIPALITY WITH WRITTEN CONFIRMATION FROM BROWARD COUNTY THAT ALL APPLICABLE CONCURRENCY/IMPACT FEES HAVE BEEN PAID OR ARE NOT DUE.

BY: Paul
CITY CLERK
DATE: 4/23/2018

CITY PLANNING AND ZONING BOARD:

THIS IS TO CERTIFY: THAT THE CITY OF FORT LAUDERDALE PLANNING AND ZONING BOARD APPROVED AND ACCEPTED THIS PLAT FOR RECORD ON THE 25th DAY OF April, A.D. 2018.

BY: Catherine Manno
CHAIR
CITY OF FORT LAUDERDALE
DATE: 4/25/18

CITY ENGINEER:

I HEREBY APPROVE THIS PLAT FOR RECORD THIS 24th DAY OF April, A.D. 2018.

BY: Dennis Girigien
PRINT NAME: Dennis Girigien
CITY OF FORT LAUDERDALE
FLORIDA PROFESSIONAL ENGINEER
REGISTRATION NO. 50207
STATE OF FLORIDA

BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT:

THIS IS TO CERTIFY: THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED FOR RECORD THIS 30 DAY OF November, A.D. 2018.

BY: Jo Sese die
DIRECTOR/DESIGNEE

BROWARD COUNTY PLANNING COUNCIL:

THIS IS TO CERTIFY: THAT THE BROWARD COUNTY PLANNING COUNCIL APPROVED THIS PLAT SUBJECT TO ITS COMPLIANCE WITH THE DEDICATION OF RIGHTS-OF-WAY FOR TRAFFICWAYS THIS 20th DAY OF December, A.D. 2018.

BY: Chairperson
CHAIRPERSON

THIS PLAT COMPLIES WITH THE APPROVAL OF THE BROWARD COUNTY PLANNING COUNCIL OF THE ABOVE DATE AND IS APPROVED AND ACCEPTED FOR RECORD THIS 20 DAY OF December, A.D. 2018.

BY: Executive Director
EXECUTIVE DIRECTOR OR DESIGNEE

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES, COUNTY RECORDS DIVISION - MINUTES SECTION:

THIS IS TO CERTIFY: THAT THIS PLAT COMPLIES WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES AND WAS ACCEPTED FOR RECORD BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, THIS 12th DAY OF June, A.D. 2018.

BY: Mayor
MAYOR, COUNTY COMMISSION

BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION:
THIS IS TO CERTIFY: THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH CHAPTER 177, PART 1, FLORIDA STATUTES AND APPROVED AND ACCEPTED FOR RECORD.

BY: Robert P. Legg, Jr.
ROBERT P. LEGG, JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. LS4030
DATE: 12/5/18

BY: Richard Tornese
RICHARD TORNESE
DIRECTOR
FLORIDA PROFESSIONAL
ENGINEER REGISTRATION NO. 40263
DATE: 12/6/18

PLANNING FILE NO. 019-MP-17

"BOUTIQUE HOTEL"

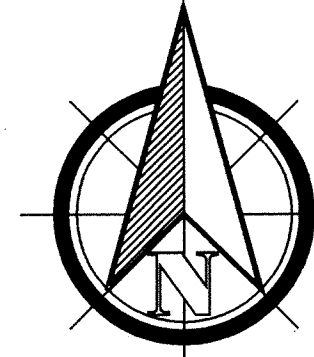
A REPLAT OF A PORTION OF LOTS 7 AND 8, BLOCK 2, "RE-AMENDED PLAT OF BLOCKS "A" AND "2" OF THE AMENDED PLAT OF LAS OLAS BY THE SEA", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SECTION 12, TOWNSHIP 50 SOUTH, RANGE 42 EAST
CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

PREPARED BY
PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
954-572-1777

FAX NO. 954-572-1778
APRIL, 2017

INSTR #115538589
Plats 183/239
Page 2 of 2



LEGEND:	
P.R.M. □	DENOTES: PERMANENT REFERENCE MONUMENT (4"x4"x24" CONCRETE MONUMENT WITH 2" ALUMINUM DISK STAMPED "PRM LB 3870" UNLESS OTHERWISE NOTED)
P.C.P. •	DENOTES: PERMANENT CONTROL POINT (MAG NAIL & 1.2" BRASS WASHER STAMPED "PCP LB 3870" UNLESS OTHERWISE NOTED)
LB	DENOTES: LICENSED BUSINESS
PG	DENOTES: PAGE
CL	DENOTES: CENTERLINE
B.C.R.	DENOTES: BROWARD COUNTY RECORDS
D.B.	DENOTES: DEED BOOK
O.R.B.	DENOTES: OFFICIAL RECORDS BOOK
P.B.	DENOTES: PLAT BOOK
Q	DENOTES: QUARTER SECTION CORNER
R/W	DENOTES: RIGHT-OF-WAY
C.C.M.B.	DENOTES: CIRCUIT COURT MINUTES BOOK
FPL	DENOTES: FLORIDA POWER & LIGHT COMPANY
MMB	DENOTES: MAINTENANCE MAP BOOK
RMB	DENOTES: RIGHT-OF-WAY MAP BOOK
N:12345.67	DENOTES: STATE PLANE COORDINATE NORTHING, FLORIDA EAST
E:12345.67	DENOTES: STATE PLANE COORDINATE EASTING, FLORIDA EAST
---	DENOTES: NON-VEHICULAR ACCESS
(L)	DENOTES: LOCATED
(M)	DENOTES: MEASURED
(R)	DENOTES: RECORD
(C)	DENOTES: CALCULATED
#	DENOTES: NUMBER
ENG.	DENOTES: ENGINEERING
OS	DENOTES: OFFSET

SURVEYOR'S NOTES:

- THIS PLAT IS RESTRICTED TO A 213-ROOM HOTEL AND 10,000 SQUARE FEET OF COMMERCIAL USE. NO FREE STANDING OR DRIVE-THRU BANK FACILITIES ARE PERMITTED WITHOUT THE APPROVAL OF THE BOARD OF COUNTY COMMISSIONERS WHO SHALL REVIEW AND ADDRESS THESE USES FOR INCREASED IMPACTS.

THIS NOTE IS REQUIRED BY CHAPTER 5, ARTICLE IX, BROWARD COUNTY CODE OF ORDINANCES, AND MAY BE AMENDED BY APPROVAL OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS. THE NOTATION AND ANY AMENDMENTS THERETO ARE SOLELY INDICATING THE APPROVED DEVELOPMENT LEVEL FOR PROPERTY LOCATED WITHIN THE PLAT AND DO NOT OPERATE AS A RESTRICTION IN FAVOR OF ANY PROPERTY OWNER INCLUDING AN OWNER OR OWNERS OF PROPERTY WITHIN THIS PLAT WHO TOOK TITLE TO THE PROPERTY WITH REFERENCE TO THIS PLAT.

ANY STRUCTURE WITHIN THIS PLAT MUST COMPLY WITH SECTION 2B.1.f., DEVELOPMENT REVIEW REQUIREMENTS, OF THE BROWARD COUNTY LAND USE PLAN, REGARDING HAZARDS TO AIR NAVIGATION.
- BEARINGS ARE BASED ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. A1A (SOUTH FORT LAUDERDALE BEACH BOULEVARD)(SOUTH ATLANTIC BOULEVARD) BEING SOUTH 01°35'31" WEST.
- A) IF A BUILDING PERMIT FOR A PRINCIPAL BUILDING (EXCLUDING DRY MODELS, SALES AND CONSTRUCTION OFFICES) AND FIRST INSPECTION APPROVAL ARE NOT ISSUED BY JUNE 12, 2023, THEN THE COUNTY'S FINDING OF ADEQUACY SHALL EXPIRE AND NO ADDITIONAL BUILDING PERMITS SHALL BE ISSUED UNTIL SUCH TIME AS BROWARD COUNTY SHALL MAKE A SUBSEQUENT FINDING THAT THE APPLICATION SATISFIES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. THE OWNER OF THE PROPERTY OR THE AGENT OF THE OWNER SHALL BE RESPONSIBLE FOR PROVIDING EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE GOVERNMENTAL ENTITY, DOCUMENTING COMPLIANCE WITH THIS REQUIREMENT WITHIN THE ABOVE REFERENCED TIME FRAME: AND/OR

B) IF CONSTRUCTION OF PROJECT WATER LINES, SEWER LINES, DRAINAGE, AND THE ROCK BASE FOR INTERNAL ROADS HAVE NOT BEEN SUBSTANTIALLY COMPLETED BY JUNE 12, 2023, THEN THE COUNTY'S FINDING OF ADEQUACY SHALL EXPIRE AND NO ADDITIONAL BUILDING PERMITS SHALL BE ISSUED UNTIL SUCH TIME AS BROWARD COUNTY SHALL MAKE A SUBSEQUENT FINDING THAT THE APPLICATION SATISFIES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. THE OWNER OF THE PROPERTY OR THE AGENT OF THE OWNER SHALL BE RESPONSIBLE FOR PROVIDING EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE GOVERNMENTAL ENTITY, DOCUMENTING COMPLIANCE WITH THIS REQUIREMENT WITHIN THE ABOVE REFERENCED TIME FRAME.
- THE FOLLOWING NOTE IS REQUIRED BY THE BROWARD COUNTY SURVEYOR PURSUANT TO CHAPTER 177.091, SUBSECTION (28), FLORIDA STATUTES. PLATTED UTILITY EASEMENTS ARE ALSO EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS NOTE DOES NOT APPLY TO PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- THE COASTAL CONSTRUCTION CONTROL LINE AND RECORD LOCATION OF MONUMENTS BO R-076, BO R-077 AND BO R-083 WERE OBTAINED FROM (HTTPS://CA.DEPT.STATE.FL.US/MAPI/DIRECT) FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION WEBSITE. THE TIES TO THE CONTROL LINE WERE CALCULATED BASED ON FIELD LOCATED MONUMENTS AND THE POINTS OF INTERSECTION OF THE CONTROL LINE. THE LOCATED POSITION OF ALL COASTAL CONTROL MONUMENTS WERE FIELD OBTAINED USING GLOBAL POSITIONING SYSTEM, LENSEMANN CORP. L-NET GLOBAL NAVIGATION SATELLITE SYSTEM NETWORK, NATIONAL GEODETIC SURVEY, NORTH AMERICAN DATUM OF 1983 (NATIONAL SPACIAL REFERENCE SYSTEM 2007) READJUSTMENT AS THE SOURCE AND DATUM OF THE COORDINATE VALUES, BASED ON THE FLORIDA EAST ZONE PROJECTION, MEASURED USING REAL-TIME KINEMATIC METHODOLOGY ON 09/12/16. THE TIES TO THE COASTAL CONSTRUCTION CONTROL LINE WERE CALCULATED THEREFROM. THE LOCATION OF SAID COASTAL CONSTRUCTION CONTROL LINE WAS APPROVED AND CONFIRMED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.

PLANNING FILE NO. 019-MP-17

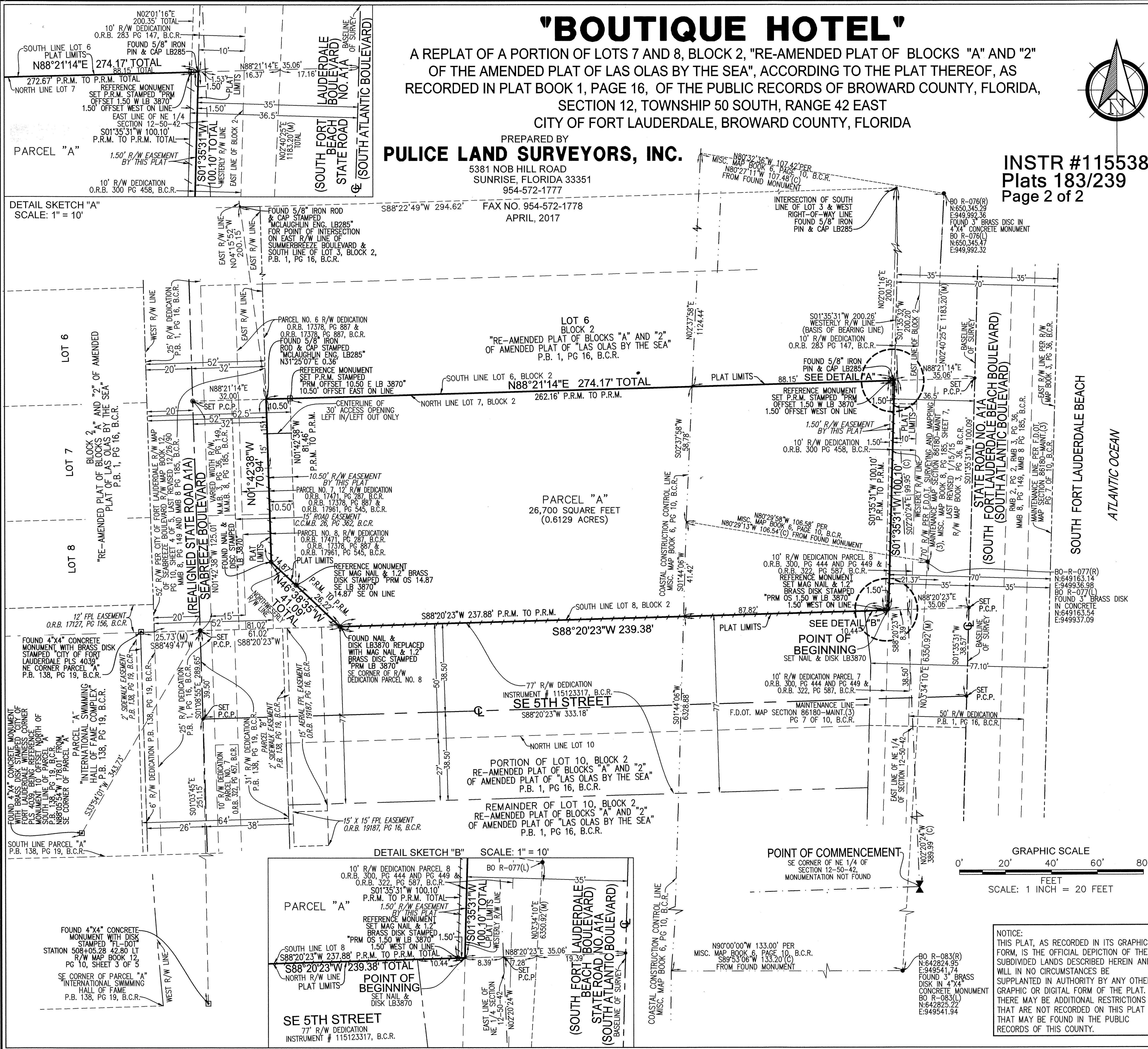


Exhibit B

**Florida Department of Transportation Fifteenth
Maintenance Memorandum Agreement**

SECTION No.: 86050000 & 8618000
S.R. No.: A1A
PERMIT No: 2019-L-491-00004
COUNTY: BROWARD

**DISTRICT FOUR (4) AMENDMENT NUMBER FIFTEEN (15) TO STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION LANDSCAPE INCLUSIVE
MEMORANDUM OF AGREEMENT FOR STATE ROAD A1A**

THIS AMENDMENT Number Fifteen (15) 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 per permit #2019-L-491-00004 on State Road A1A to be issued to Granite Hotels, 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 One (1) in Amendment Number Eleven, the AGENCY has agreed to allow the adjacent property owner with the AGENCY'S approval to construct additional landscape improvements or to modify an improvement located as indicated in **Exhibit "A"**, State Road A1A North (Fort Lauderdale Beach Boulevard) (M.P. 2.784) to State Road A1A North (Fort Lauderdale Beach Boulevard) (M.P. 2.810) and State Road A1A South (Seabreeze Boulevard) (M.P. 0.648) to State Road A1A South (Seabreeze Boulevard) (M.P. 0.673, in accordance with the plans attached as Exhibit "B".
- 2 The AGENCY shall agree to maintain the additional landscape improvements in the original Inclusive Agreement described above in accordance with the Maintenance Plan, **Exhibit "C"** of the original agreement and, add the following provision:

II. SPECIFIC PROJECT SITE MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS:

Basic maintenance for this area outside of the guidelines provided above, is to prune the groundcover to maintain natural habit with full foliage, while trimming lateral branching as required to prevent foliage from growing beyond the limits of planting area onto the hardscape / pedestrian zone.

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 Limits

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Dean J. Trantalis, Mayor

By: _____
Transportation Development Director

____ day of _____, 20__

Attest: _____ (SEAL)
Executive Secretary

Christopher J. Lagerbloom, ICMA-CM
City Manager

Legal Review Date

____ day of _____, 20__

Office of the General Counsel

Approved as to form by Office of City Attorney

By: _____
City Attorney

Attest: _____
Jeffrey A. Modarelli, City Clerk

(SEAL)

SECTION No.:	86050000 & 8618000
S.R. No.:	A1A
PERMIT No:	2019-L-491-00004
COUNTY:	BROWARD

EXHIBIT A

LANDSCAPE IMPROVEMENTS

MAINTENANCE BOUNDARIES

- I. PERMIT PROJECT LANDSCAPE IMPROVEMENTS MAINTENANCE LIMITS:
State Road A1A North (Fort Lauderdale Beach Boulevard) (M.P. 2.784) to State Road A1A North (Fort Lauderdale Beach Boulevard) (M.P. 2.810) (Section 8618000)

State Road A1A South (Seabreeze Boulevard) (M.P. 0.648) to State Road A1A South (Seabreeze Boulevard) (M.P. 0.673) (Section 86050100)
- II. INCLUSIVE LANDSCAPE MAINTENANCE AGREEMENT LIMITS FOR STATE ROAD A1A:
State Road A1A from State Road 5 (US 1) (M.P. 0.000) Section 86180000) (US 1) to Flamingo Avenue (M.P. 6.410) (Section 86050000)

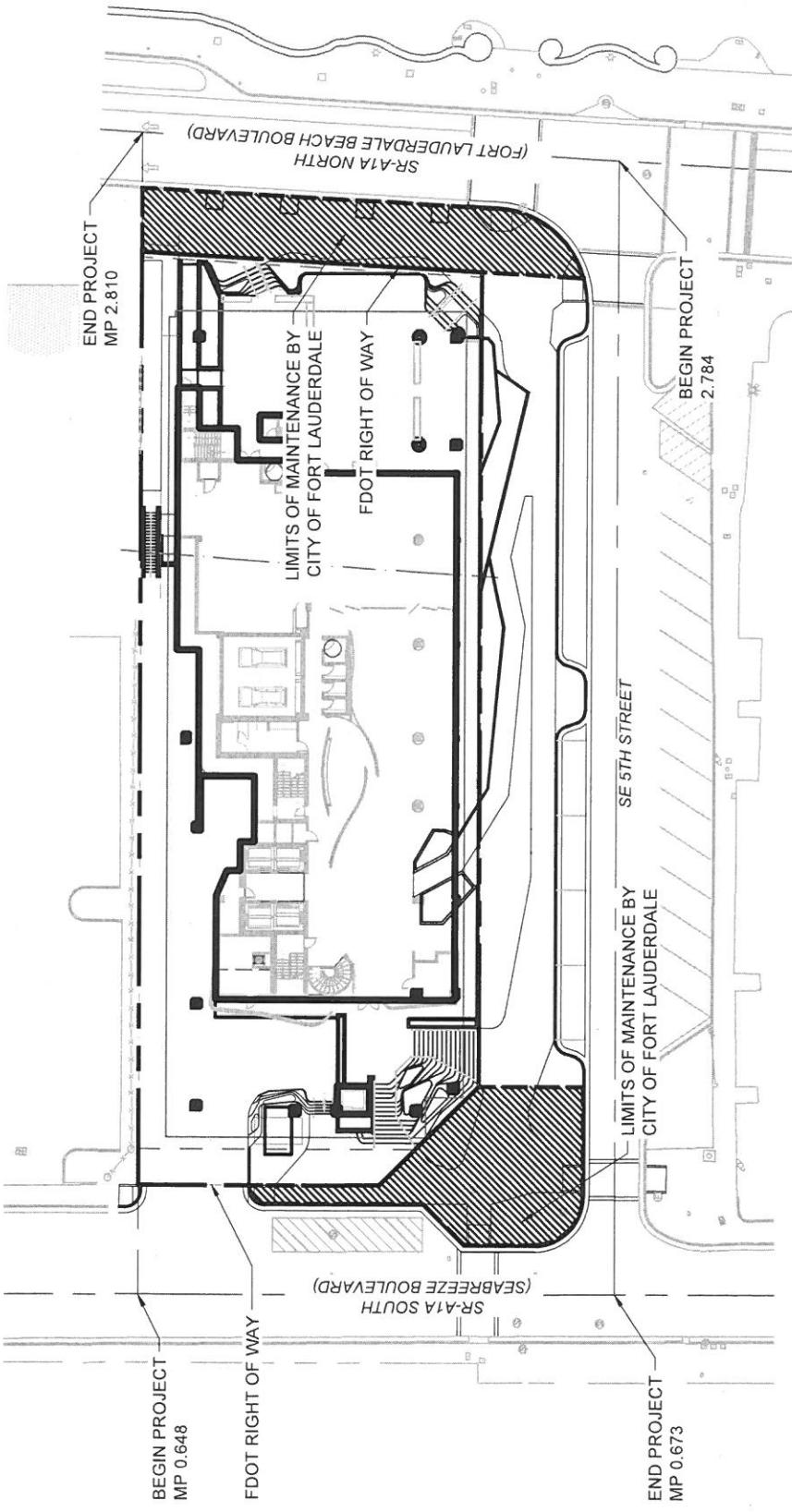
By Individual Sections:
Southbound One Way (Section 86050100)
M.P. 0.0000 (Seville Street) to M.P. 0.926 (Bahia Mar Hotel Entrance)

Northbound One Way / Seabreeze Boulevard / 17th Street Causeway (Section 8618000):
M.P. 0.000 (State Road 5) (US 1) to M.P. 2.964 (State Road 842) (Las Olas Boulevard)

North Fort Lauderdale Beach Area (Section 86050000):
M.P. 2.039 (south of Poinsettia Street) to M.P. 6.410 (Flamingo Drive)
- III. LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES:

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

Please See Attached

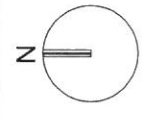


**LIMITS OF MAINTENANCE BY
CITY OF FORT LAUDERDALE**



301 East Atlantic Boulevard
Pompano Beach, FL 33060
Florida Certificate of
Authorization # - 7928

DATE: 05/01/2019
SCALE: AS NOTED
DRAWN BY: KBS
DESIGN BY: PW
CHECKED BY: PW



**LANDSCAPE IMPROVEMENT
MAINTENANCE BOUNDARY MAP
CITY OF FORT LAUDERDALE**

LM-001

FDOT LANDSCAPE PERMIT NO. 2019-L-491-00004

SECTION No.: 86050000 & 8618000
S.R. No.: A1A
PERMIT No: 2019-L-491-00004
COUNTY: BROWARD

EXHIBIT B

LANDSCAPE IMPROVEMENT PLANS

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

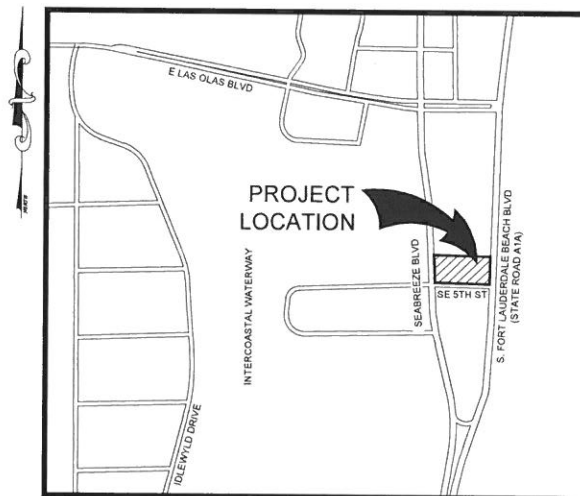
Please see attached plans prepared by: KEITH
Paul M. Weinberg, RLA
Date: May 1, 2019

FOR PERMIT

FOR

GRANITE HOTELS

441 S. FORT LAUDERDALE BEACH BLVD
FORT LAUDERDALE, FLORIDA 33316



LOCATION MAP

INDEX OF SHEETS	
Sheet Identification	Sheet Title
LC-000	COVER
LD-101	TREE DISPOSITION
LS-101	SITEWORK PLAN
LS-203	SITEWORK DETAILS
LP-101	PLANTING PLAN (CANOPY)
LP-101A	FDOT CLEAR SIGHT LINE EXHIBIT
LP-102	PLANTING PLAN (UNDERSTORY)
LI-101	IRRIGATION PLAN



301 East Atlantic Boulevard
Pompano Beach, Florida 33060-6643

2160 NW 82nd Avenue
Doral, Florida 33122

PH: (954) 788-3400

State of Florida Certificate of
Authorization Number - 7928



PAUL WEHRING, P.E.
FLORIDA REG. NO. LA0666304
(FOR THE FIRM)

- 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 STANDARD SPECIFICATIONS: FLORIDA DEPARTMENT OF TRANSPORTATION, JULY 2018 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION."

THESE PLANS MAY HAVE BEEN
REDUCED IN SIZE BY REPRODUCTION.
THIS MUST BE CONSIDERED WHEN
OBTAINING SCALED DATA.



PROJECT No. 10253.00 MARCH 2019

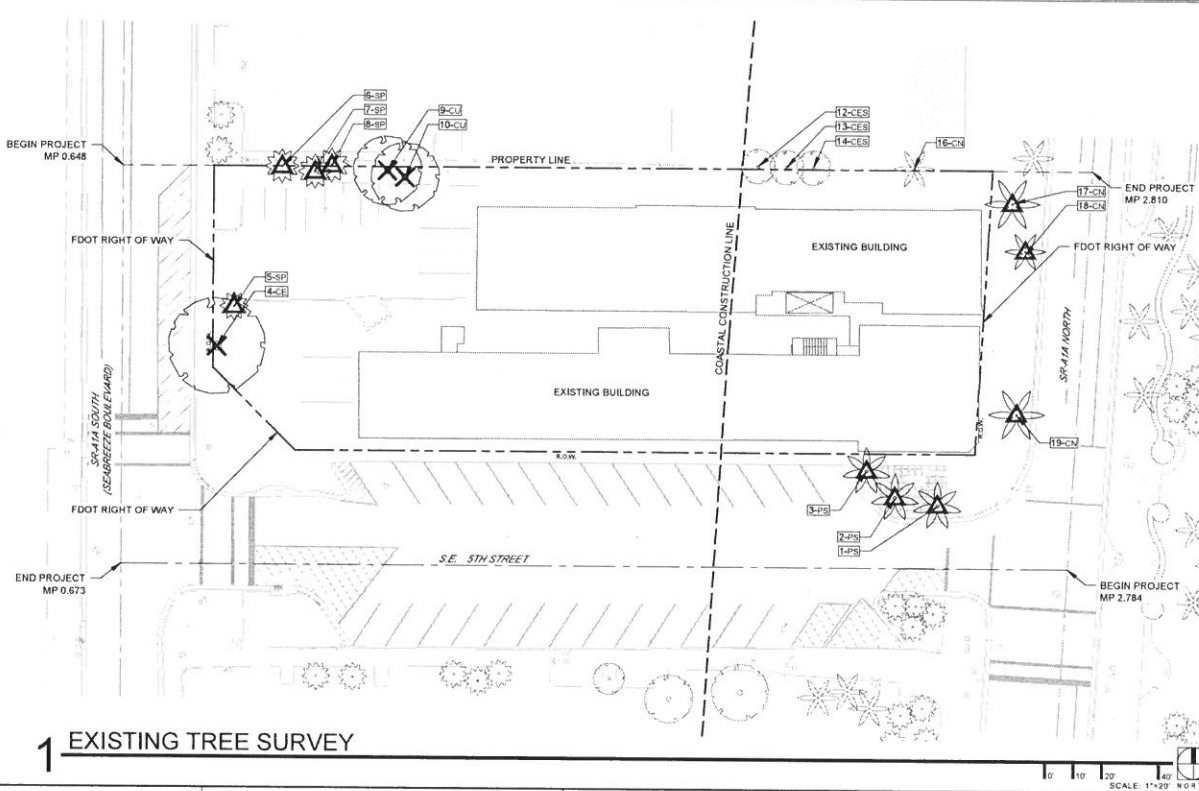
FDOT LANDSCAPE PERMIT NO. 2019-L-491-00004

EXISTING TREE SURVEY LIST																	
SLOAN AND PALM MOUNTAIN CASCADIAN																	
TAG#	COMMON NAME	SCIENTIFIC NAME	DBH (INCHES)	CLEAR TRUNK HEIGHT (FEET)	OVERALL HEIGHT (FEET)	CANOPY WIDTH (FEET)	ARBOREST RATING	PRESERVED	ON SITE (X)	RELOCATED		SHADE TREES REMOVED		PALM TREES REMOVED		ARBOREST COMMENTS	
										ON SITE (X) OFF SITE (X)	ON SITE (X) OFF SITE (X)	SPECIES CLASS	CLASS RATING	EQUVALENT REPLACEMENT RATING (CONTAINS FUTURES)	1:1 REPLACEMENT JOINT REPLACEMENT TOTAL SPP. AMT. P.C.T. REMOVED		TOTAL SPP. / PROMIC SPP. 1:1 SPP. TO THE TAG CANOPY TRUSTINGS
1	SILVERSTEER PALM	<i>Phorrea pinnatifida</i>	15	18	18	15	75%					1					
2	SILVERSTEER PALM	<i>Phorrea pinnatifida</i>	15	8	18	15	80%					1					
3	SILVERSTEER PALM	<i>Phorrea pinnatifida</i>					80%										
4	BURN BUTTONGWOOD	<i>Conocarpus erectus</i>	15-20		25	35	55%										
5	SARAL PALM	<i>Sabal palmetto</i>		14	14	25	75%										SEE ARBOREST REPORT
6	SARAL PALM	<i>Sabal palmetto</i>		15	11	25	85%										
7	SARAL PALM	<i>Sabal palmetto</i>	14	12	23	27	75%										
8	SARAL PALM	<i>Sabal palmetto</i>	14	14	25	25	85%										
9	SEASCAPE	<i>Scaevola taccada</i>	20		32	25	70%					8	60%	32			SEE ARBOREST REPORT
10	SEASCAPE	<i>Scaevola taccada</i>	21		30	25	60%					0	80%	101			SEE ARBOREST REPORT
11	SILVER BUTTONGWOOD	<i>Conocarpus erectus</i>	8		17	30%											OFF SITE
12	SILVER BUTTONGWOOD	<i>Conocarpus erectus</i>	6		14	15	55%										OFF SITE
13	SILVER BUTTONGWOOD	<i>Conocarpus erectus</i>	7		14	15	60%										OFF SITE
14	SILVER BUTTONGWOOD	<i>Conocarpus erectus</i>	8		14	20	50%										OFF SITE
15	COCONUT PALM	<i>Coccothrinax</i>	15	30													
16	COCONUT PALM	<i>Coccothrinax</i>	8	18	31	20	75%					1					
17	COCONUT PALM	<i>Coccothrinax</i>	9	12	25	15	85%					1					
18	COCONUT PALM	<i>Coccothrinax</i>	9	15	30	20	85%					1					
										0	10		13	0		80%	

1. EXISTING TREES TO REMAIN SHALL BE TRIMMED PER ANSI-A300 STANDARDS, REMOVING WEAKEST RUBBING BRANCHES AND DEAD BRANCHES, BUT RETAINING 80% OF FOLIAGE. LARGE TREES SHALL HAVE LOWER BRANCHES CLEARED UP TO 8'.
2. SYMBOLS MAY BE SHOWN OFF FROM ACTUAL TREE LOCATION FOR CLARITY.
3. CONTACT LANDSCAPE ARCHITECT / ISA CERTIFIED ARBORIST FOR CLARIFICATION ON ANY DISCREPANCIES.
4. TRIMMING AND ANY NECESSARY ROOT PRUNING SHALL BE PERFORMED OR SUPERVISED BY A CERTIFIED ARBORIST.
5. ALL TREE WORK REQUIRED PERMITTING BY A REGISTERED COUNTY TREE TRIMMER.

1. BUBBLERS SHALL BE PROVIDED FOR ALL RELOCATED TREES AND PALMS.
2. REMOVAL OF ANY TREES OR PALMS WILL REQUIRE A WRITTEN "TREE REMOVAL PERMIT" FROM THE LOCAL GOVERNING AGENCY PRIOR TO REMOVAL. CONFORM WITH LOCAL GOVERNING AGENCY THAT TREES CLASSIFIED AS NUISANCE/EXOTIC INVASIVE MAY BE EXEMPT.
3. ALL TREES AND PLANT MATERIAL TO REMAIN SHALL BE PROTECTED DURING CONSTRUCTION. REFER TO TREE PROTECTION DETAIL ON SHEET LP-501. THE CONTRACTOR SHALL TAKE EXTRA CAUTION TO PREVENT ANY DAMAGE TO THE TRUNK, ROOT ZONES AND GRADE.

	EXISTING TREE/PALM TO REMAIN WITHOUT DISPOSITION SYMBOL
△	EXISTING TREE/PALM TO RELOCATE REFER TO LANDSCAPE PLAN FOR NEW LOCATION
X	EXISTING TREE/PALM TO REMOVE REMOVE ALL CAT 1 INVASIVE EXOTICS (EX: BRAZ. PEPPER)
100-12	EXISTING TREE/PALM NUMBER REFER TO TREE DISPOSITION AND TREE SURVEY LISTS



Always call us two full business days before you dig

Sunshine811.com

Florida Certificate of
Authorization # - 7928

[illegible]

**PRELIMINARY PLAN
NOT FOR CONSTRUCTION**
THESE PLANS ARE NOT FULLY PERMITTED
AND ARE SUBJECT TO REVISIONS MADE
DURING THE PERMITTING PROCESS.
RESPONSIBILITY FOR THE USE OF THESE
PLANS PRIOR TO OBTAINING PERMITS
FROM ALL AGENCIES HAVING JURISDICTION
OVER THE PROJECT WILL FALL SOLELY
UPON THE USER.

**GRANITE
HOTELS**
441 S. FORT
LAUDERDALE
BEACH BLVD. FORT
LAUDERDALE, FL
33316

SCALE:	AS NOTED
DATE ISSUED:	MAY 01, 2019
DRAWN BY:	KS, JL
DESIGNED BY:	PW, MH
CHECKED BY:	PW



SHEET TITLE

TREE DISPOSITION

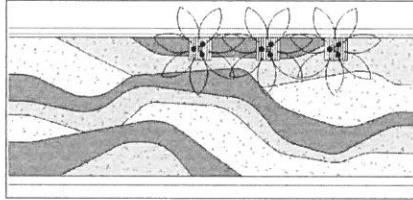
FDOT LANDSCAPE PERMIT
SHEET NUMBER

LD-101

PROJECT NO. 10253.00

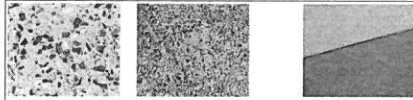
FDOT LANDSCAPE PERMIT NO. 2019-L-491-00004

REPRESENTATIVE "WAVE" PAVING PATTERN (PER THE LAS OLAS BOULEVARD CORRIDOR AND SR A1A STREETSCAPE IMPROVEMENT PACKAGE)



C.2 - PATTERN

MATERIALS:



C.2
EXPOSED AGGREGATE / WHITE PORTLAND
CEMENT WITH AGGREGATE AND SHELL
(REPRESENTATIVE IMAGERY)

C.3 / C.4
INTEGRAL COLOR
CONCRETE WITH
SPECIALTY FINISH

NOTE:
CALL SUNSHINE ONE
CALL PRIOR TO ANY
TYPE OF EXCAVATION
WORK.



GENERAL NOTES:

- 1) LOCATE AND VERIFY THE CONDITION OF EXISTING UTILITIES PRIOR TO EXCAVATION. TAKE RESPONSIBILITY OF CONTACTING LINE LOCATION SERVICES AND ANY COST INCURRED FOR BODILY INJURY AND / OR DAMAGE OF OWNER'S PROPERTY OR SAID UTILITIES.
- 2) THE LANDSCAPE ARCHITECT SHALL BE NOTIFIED BY THE CONTRACTOR OF ANY DISCREPANCIES DISCOVERED BETWEEN THE PLANS AND ACTUAL SITE CONDITIONS BEFORE PROCEEDING WITH THE WORK. THE CONTRACTOR SHALL BE LIABLE FOR ALL MODIFICATIONS AND DAMAGES IF WORK PROCEEDS WITHOUT THIS NOTIFICATION AND APPROVAL.
- 3) THE CONTRACTOR IS RESPONSIBLE FOR ALL ASPECTS OF MAINTAINING A SAFE WORK SITE INCLUDING BUT, NOT LIMITED TO PROVIDING FOR TRAFFIC CONTROL, INSTALLATION AND PLACEMENT OF FENCING AND BARRICADES, EXCAVATION AND TRENCH PROTECTION, AND COMPLIANCE WITH ALL FEDERAL AND LOCAL REGULATIONS AND CODES. ALL SAFETY EXPOSURES OR VIOLATIONS SHALL BE RECTIFIED IMMEDIATELY.
- 4) THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL EXISTING IMPROVEMENTS BOTH ON SITE AND ADJACENT TO THE WORK SITE AND SHALL REPAIR ANY DAMAGE TO THESE IMPROVEMENTS TO THE SATISFACTION OF THE OWNER.
- 5) THE CONTRACTOR SHALL NOTIFY OWNER AND LANDSCAPE ARCHITECT 72 HOURS PRIOR TO COMMENCEMENT OF WORK TO COORDINATE PROJECT INSPECTION SCHEDULES.
- 6) ANY ALTERNATES AND OR SUBSTITUTIONS PROPOSED BY THE CONTRACTOR SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR APPROVAL. CHANGES TO THE SCOPE OF WORK AND / OR CONTRACT DOCUMENTS RESULTING FROM THE ACCEPTANCE OF THE CONTRACTOR'S ALTERNATES AND / OR SUBSTITUTIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- 7) THE CONTRACTOR IS RESPONSIBLE FOR REMOVAL OF TRASH ON A DAILY BASIS.
- 8) THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. PRIOR TO CONSTRUCTION, ALL PERMITS AND APPROVALS REQUIRED FOR CONSTRUCTION OF THE PROJECT SHALL BE PAID FOR AND OBTAINED BY THE CONTRACTOR.
- 9) COORDINATE WORK WITH SUBCONTRACTORS TO ACCOMPLISH THE SCOPE OF WORK AS SHOWN AND NOTED IN THE CONTRACT DOCUMENTS AS WELL AS, COORDINATE CONSTRUCTION WITH OTHER CONTRACTORS WORKING ON THE SITE.
- 10) THE CONTRACTOR SHALL COORDINATE THE STORING OF MATERIALS, PARKING OF VEHICLES, AND RESTRICTIONS OF WORK AND ACCESS WITH THE OWNER. UNDER NO CIRCUMSTANCES SHALL ANY CONTRACTOR STORE MATERIALS, PARK VEHICLES OR EQUIPMENT UNDER THE CANOPY OF EXISTING TREES.
- 11) UNLESS SPECIFIED OTHERWISE, THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND PAYING ALL TEMPORARY UTILITIES AND SERVICES NECESSARY TO COMPLETELY INSTALL ALL WORK AS SHOWN AND NOTED IN THE CONTRACT DOCUMENTS.
- 12) THE CONTRACTOR IS RESPONSIBLE FOR THE LEGAL OFF-SITE DISPOSAL OF SURPLUS MATERIAL AND DEBRIS.
- 13) UPON COMPLETION OF CONSTRUCTION AND PRIOR TO FINAL APPROVAL, THE CONTRACTOR SHALL THOROUGHLY CLEAN THE PROJECT SITE OF ALL TRASH. REPAIR ALL DAMAGE TO FINISH GRADE, INCLUDING TAILINGS FROM EXCAVATIONS, WHEEL RUTS AND ANY SETTLING OR EROSION THAT HAS OCCURRED PRIOR TO COMPLETION. ALL AREAS OF THE PROJECT SITE SHALL BE LEFT IN A NEAT AND PRESENTABLE CONDITION SATISFACTORY TO THE OWNER PRIOR TO SUBMITTAL OF THE FINAL PAYMENT.
- 14) TREE REMOVAL AT TIME OF DEMOLITION SHALL NOT BE PERMITTED UNLESS THE MASTER PERMIT FOR REDEVELOPMENT HAS BEEN SUBMITTED FOR REVIEW.

GENERAL ABBREVIATIONS

BLDG.	BUILDING
B.O.C.	BACK OF CURB
CJ	CONTROL JOINT
CL	CENTERLINE
CLR	CLEAR
EJ	EXPANSION JOINT
EQ	EQUAL
FFE	FINISHED FLOOR ELEVATION
HT	HEIGHT
L.A.	LANDSCAPE ARCHITECT
L.O.C.	LIMIT OF CONSTRUCTION
MIN.	MINIMUM
O.C.	ON CENTER
O.C.E.W.	ON CENTER EACH WAY
PA	PLANTING AREA
QTY	QUANTITY
R.O.W.	RIGHT OF WAY
SIM.	SIMILAR DETAIL
TD	TOP OF DRAIN
T.O.C.	TOP OF CURB
TS	TOP OF STAIR
TW	TOP OF WALL
TYP.	TYPICAL
U.N.O.	UNLESS NOTED OTHERWISE

GENERAL LEGEND

SYMBOL	DESCRIPTION
REF.	ENLARGEMENT AREA REFERENCE
MATCHLINE XX-XXX	SHEET MATCHLINE
1 OF 1	LIMIT OF CONSTRUCTION
---	PROPERTY LINE
SITEWORK	
PA (LS-203)	DETAIL REFERENCE
AA	MATERIAL OR FINISH REFERENCE SYMBOL
1 OF 1	SECTION CUT REFERENCE
PA (LS-203)	ELEVATION OR AERIAL VIEW REFERENCE
PLANTING	
PA (LS-203)	PLANT LABEL
DIMENSIONING	
ALIGN	ALIGN ELEMENTS
CL	CENTERLINE

MATERIALS SCHEDULE

CONCRETE			
KEY	DESCRIPTION / MODEL	COLOR	FINISH
C-1	CONCRETE	STANDARD GREY	MEDIUM BROOM
C-2	CONCRETE - A1A TYPE 1 (WHITE WITH BLUE AGGREGATE)	WHITE PORTLAND CEMENT	BLUE TUMBLED GLASS WITH DULLED TUMBLED EDGES WITH SEALER *
C-3	CONCRETE - A1A TYPE 3 (INTEGRAL COLOR WITH EXPOSED AGGREGATE)	COBBLE GREY	EXPOSED AGGREGATE
C-4	CONCRETE - A1A TYPE 4 (ROCKSALT)	STANDARD GREY	MEDIUM ROCKSALT
C-5	CONCRETE - WALL	STANDARD GREY	RUBBED & SEALED
C-6	CONCRETE - WALL - FORMLINER	STANDARD GREY	FORMLINER CFL-NS002 NATURE SERIES WAVE PATTRN 2
PAVERS			
P-1	PAVER - DETECTABLE WARNING - SIZE: 12"x12"	CHARCOAL	STANDARD
MISCELLANEOUS			
M-1	BIKE RACK - RING	SILVER	POWDERCOAT
M-2	BICYCLE PUMP - HIGH SECURITY PUBLIC BIKE PUMP - GAUGED - MODEL# PB-141136 - SURFACE MOUNT	N/A	STAINLESS
M-3	ADDAPEVE CHAMELEON WAYS (OR APPROVED SUBSTITUTE)	IVORY WHITE	N/A

KEITH
301 East Atlantic Boulevard
Pompano Beach, Florida 33060-6643
PH: (954) 788-3400
Florida Certificate of
Authorization # - 7928

REVISIONS		
NO.	DESCRIPTION	DATE

PRELIMINARY PLAN
NOT FOR CONSTRUCTION
THESE PLANS ARE NOT FULLY PERMITTED
AND ARE SUBJECT TO REVISIONS MADE
DURING THE PERMITTING PROCESS.
RESPONSIBILITY FOR THE USE OF THESE
PLANS PRIOR TO OBTAINING PERMITS
FROM ALL AGENCIES HAVING JURISDICTION
OVER THE PROJECT WILL FALL SOLELY
UPON THE USER.

GRANITE HOTELS
441 S. FORT
LAUDERDALE
BEACH BLVD, FORT
LAUDERDALE, FL
33316

SCALE: AS NOTED
DATE ISSUED: MAY 01, 2019
DRAWN BY: K.S. JL
DESIGNED BY: PW, MH
CHECKED BY: FW

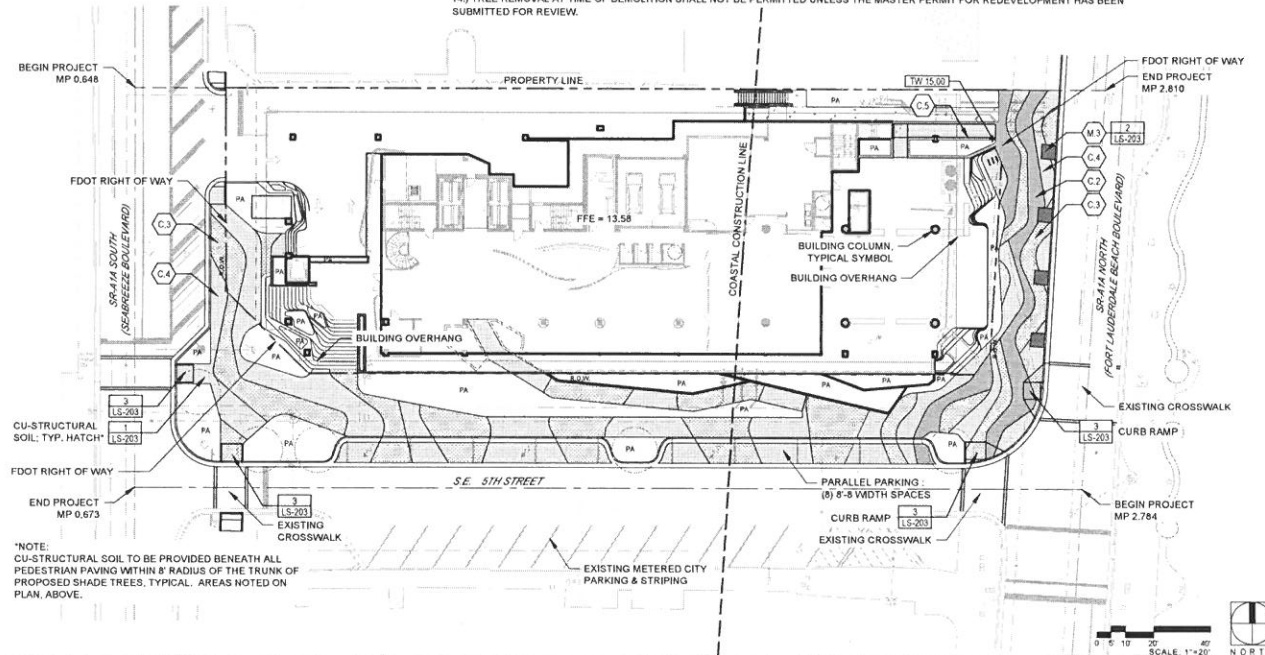


SHEET TITLE
**SITWORK PLAN,
NOTES &
SCHEDULES**

FDOT LANDSCAPE PERMIT
SHEET NUMBER
LS-101

PROJECT NO. 10253.00

FDOT LANDSCAPE PERMIT NO. 2019-L-491-00004



*NOTE:
CU-STRUCTURAL SOIL TO BE PROVIDED BENEATH ALL
PEDESTRIAN PAVING WITHIN 8' RADIUS OF THE TRUNK OF
PROPOSED SHADE TREES, TYPICAL. AREAS NOTED ON
PLAN, ABOVE.



301 East Atlantic Boulevard
Pompano Beach, Florida 33060-6643

PH: (954) 788-3400

Florida Certificate of
Authorization # - 7928

BID / CONTRACT NO.

REVISIONS		
NO.	DESCRIPTION	DATE

PRELIMINARY PLAN
NOT FOR CONSTRUCTION
THESE PLANS ARE NOT FULLY PERMITTED
AND ARE SUBJECT TO REVISIONS MADE
DURING THE PERMITTING PROCESS.
RESPONSIBILITY FOR THE USE OF THESE
PLANS PRIOR TO OBTAINING PERMITS
FROM ALL APPLICABLE JURISDICTION
OVER THE PROJECT WILL FALL SOLELY
UPON THE USER.

GRANITE
HOTELS
441 S. FORT
LAUDERDALE
BEACH BLVD. FORT
LAUDERDALE, FL
33316

SCALE: AS NOTED
DATE ISSUED: MAY 01, 2019
DRAWN BY: KS, JL
DESIGNED BY: PW, MH
CHECKED BY: PW



SHEET TITLE
SITEWORK DETAILS

FDOT LANDSCAPE PERMIT
SHEET NUMBER

LS-203

PROJECT NO. 10253.00

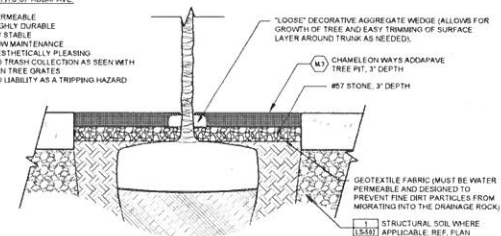
FDOT LANDSCAPE PERMIT NO. 2019-L-491-00004

ADDAPAVE TREE PIT SYSTEM - PRODUCT NOTES:

- ADDAPAVE IS A POROUS PAVING SYSTEM DESIGNED TO BIND RECYCLED OR NATURAL AGGREGATES IN SUCH A WAY TO CREATE A VALUABLE SURFACE THAT ACHIEVES A HIGHLY POROUS SURFACE, ALLOWING THE TREE ROOTS ACCESS TO BOTH AIR AND WATER PENETRATION.
- ROOTBALL SHALL BE INSTALLED 4"-6" BELOW THE DESIRED FINISHED GRADE OF THE POROUS SURFACE MATERIAL.
- STRUCTURAL SOIL IS RECOMMENDED FOR NEW TREE PIT INSTALLATIONS TO PREVENT THE POSSIBILITY OF FUTURE SETTLEMENT.
- CORRECTLY INSTALLED GEOTEXTILE WEED BARRIER BETWEEN DRAINAGE ROCK AND ROOTBALL PREVENTS UPWARD MIGRATION OF SOIL, ELIMINATING UPHEAVALS AND DAMAGE TO CITY INFRASTRUCTURE.

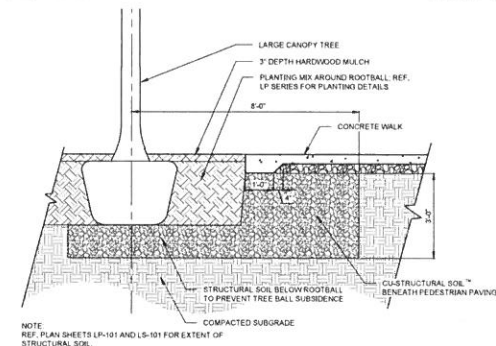
BENEFITS OF ADDAPAVE:

- PERMEABLE
- HIGHLY DURABLE
- UV STABLE
- LOW MAINTENANCE
- AESTHETICALLY PLEASING
- NO TRASH COLLECTION AS SEEN WITH OPEN TREE GRATES
- NO LIABILITY AS A TRIPPING HAZARD



2 TREE PIT WITH ADDAPAVE

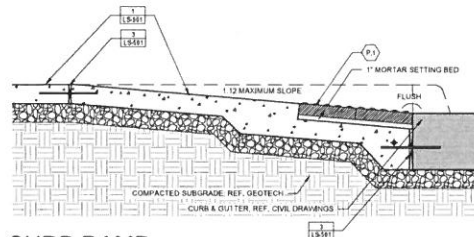
SCALE: 1"=1'-0"



NOTE:
REF. PLAN SHEETS LP-101 AND LS-101 FOR EXTENT OF
STRUCTURAL SOIL.

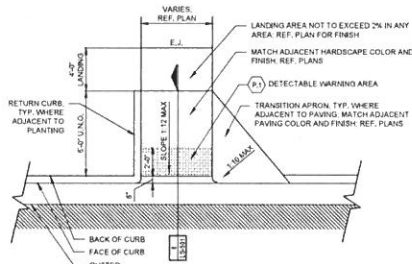
1 CU-STRUCTURAL SOIL AT TREE WELL

SCALE: 1/2"=1'-0"



4 CURB RAMP

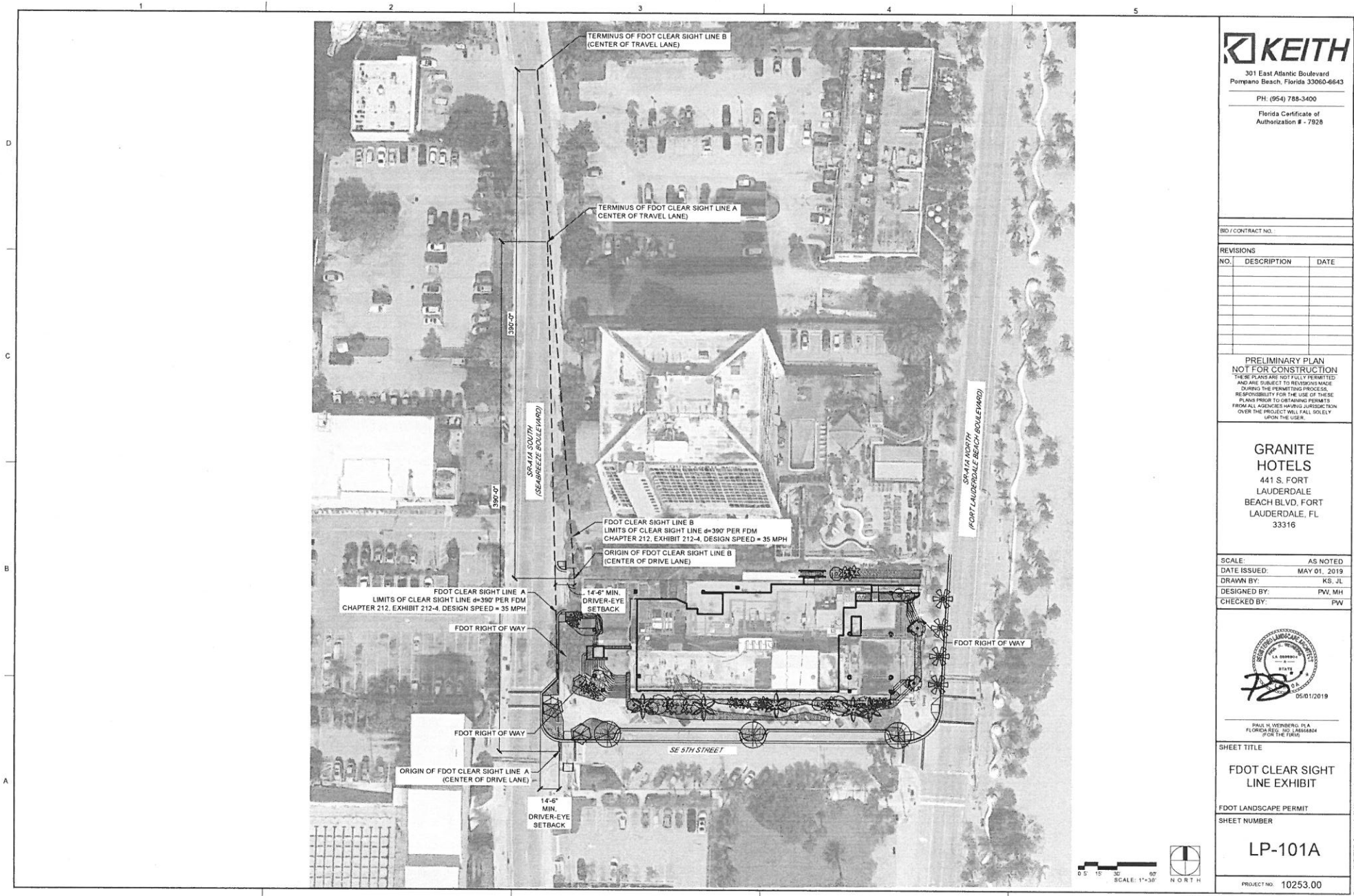
SCALE: 1/4"=1'-0"



3 CURB RAMP

SCALE: 1/4"=1'-0"

Page 27 of 30



301 East Atlantic Boulevard
Pompano Beach, Florida 33060-6643

PH: (954) 788-3400

Florida Certificate of
Authorization # - 7928

BD / CONTRACT NO.

REVISIONS

NO.	DESCRIPTION	DATE

PRELIMINARY PLAN
NOT FOR CONSTRUCTION
THESE PLANS ARE NOT TO BE PERMITTED
AND ARE SUBJECT TO REVISIONS MADE
DURING THE PERMITTING PROCESS.
RESPONSIBILITY FOR THE USE OF THESE
PLANS PRIOR TO OBTAINING PERMITS
FROM ALL AGENCIES HAVING JURISDICTION
OVER THE PROJECT WILL FALL SOLELY
UPON THE USER.

**GRANITE
HOTELS**
441 S. FORT
LAUDERDALE
BEACH BLVD, FORT
LAUDERDALE, FL
33316

SCALE: AS NOTED
DATE ISSUED: MAY 01, 2019
DRAWN BY: KS, JL
DESIGNED BY: PW, MH
CHECKED BY: PW



PAUL H. WEINBERG, P.E.
FLORIDA REG. NO. 12518
(P.E. FOR THE FIRM)

SHEET TITLE
**FOOT CLEAR SIGHT
LINE EXHIBIT**

FOOT LANDSCAPE PERMIT

SHEET NUMBER

LP-101A

PROJECT NO: 10253.00

FOOT LANDSCAPE PERMIT NO. 2019-L-491-00004

FDOT GENERAL NOTES:

- REFERENCE THE CURRENT VERSION OF THE FDOT SPECIFICATIONS AND DESIGN STANDARD INDEXES AS FOLLOWS:
GOVERNING STANDARD PLANS: FLORIDA DEPARTMENT OF TRANSPORTATION, FY 2018-19 STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION AND APPLICABLE INTERIM REVISIONS (IRS).
GOVERNING STANDARD SPECIFICATIONS: FLORIDA DEPARTMENT OF TRANSPORTATION, JULY 2018 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
- CONTRACTOR SHALL REPAIR ALL DAMAGE DONE TO FDOT PROPERTY DURING DEMOLITION, RELOCATION AND/OR INSTALLATION ACTIVITIES AT HIS SOLE EXPENSE.
- ANY PLANT MATERIAL SUBSTITUTION WITHIN OR IMPACTING THE FDOT RIGHT OF WAY WHETHER REQUESTED BY THE CONTRACTOR, OWNER, LANDSCAPE ARCHITECT OR OTHER WILL NEED TO GET APPROVAL FROM THE FDOT DISTRICT OPERATIONS MANAGER.
- PATTERNED PAVEMENT SHALL COMPLY WITH CURRENT FDOT STANDARD SPECIFICATION 523. ONLINE REFERENCE:
<http://www.fdot.gov/programmanagement/implemented/SpecBooks/January2018/Files/118aBook.pdf>
- OWNERSHIP OF ALL SUITABLE EXCAVATED MATERIALS, AS DETERMINED BY THE DEPARTMENT, SHALL REMAIN IN THE DEPARTMENT UNTIL A FINAL ACCEPTANCE OF THE PERMITTED PROJECT IS FULFILLED. EXCAVATED MATERIALS SHALL BE HAULED BY THE PERMITTEE, AT THEIR COST & EXPENSE FROM THE SITE TO THE BROWARD OPERATIONS CENTER OR STOCKPILED IN THOSE AREAS AS DIRECTED BY THE DEPARTMENT, INCLUDING ASPHALT MILLINGS.

FDOT PLANTING NOTES:

- FOR THE PORTION OF LANDSCAPE PLANT MATERIAL THAT WILL BE INSTALLED WITHIN THE FDOT RIGHT OF WAY LANDSCAPE INSTALLATION SHALL COMPLY WITH CURRENT FDOT MAINTENANCE SPECIFICATIONS 580-2.1. ONLINE REFERENCE:
<http://www.fdot.gov/programmanagement/maintenance/2018/standard/default.htm>
- FOR THE PORTION OF LANDSCAPE PLANT MATERIAL THAT WILL BE INSTALLED WITHIN THE FDOT RIGHT OF WAY REFER TO FDOT STANDARD PLANS INDEX 580-001 LANDSCAPE INSTALLATION. ONLINE REFERENCE:
<http://www.fdot.gov/design/standardplans/current/index/580-001.pdf>
- CYPRESS MULCH IS NOT PERMITTED ON FDOT RIGHT OF WAY. MULCH PERMITTED TO BE USED ARE HARDWOOD MULCH (CONTAINING NO CYPRESS PRODUCTS), RECYCLED MULCH OR APPROVED EQUAL. CERTIFIED BY THE MULCH AND SOIL COUNCIL (MSC). SUBMIT PROOF OF CERTIFICATION TO THE FDOT DISTRICT OPERATIONS PERMIT LANDSCAPE INSPECTOR UPON INSPECTION.

FDOT IRRIGATION NOTES:

- THE IRRIGATION SYSTEM SHALL USE THE LOWEST QUALITY WATER AVAILABLE WHICH ADEQUATELY AND SAFELY MEETS THE WATER NEEDS OF THE SYSTEM. STORM WATER, RECLAIM WATER, OR GREY WATER IRRIGATION SHALL BE USED WHENEVER POSSIBLE.
- FDOT REQUIRES 24-HOUR EMERGENCY ACCESS TO WATER SOURCE.
- CONTRACTOR SHALL PROVIDE FDOT DISTRICT OPERATIONS MANAGER WITH A SET OF "AS-BUILT" IRRIGATION PLANS.

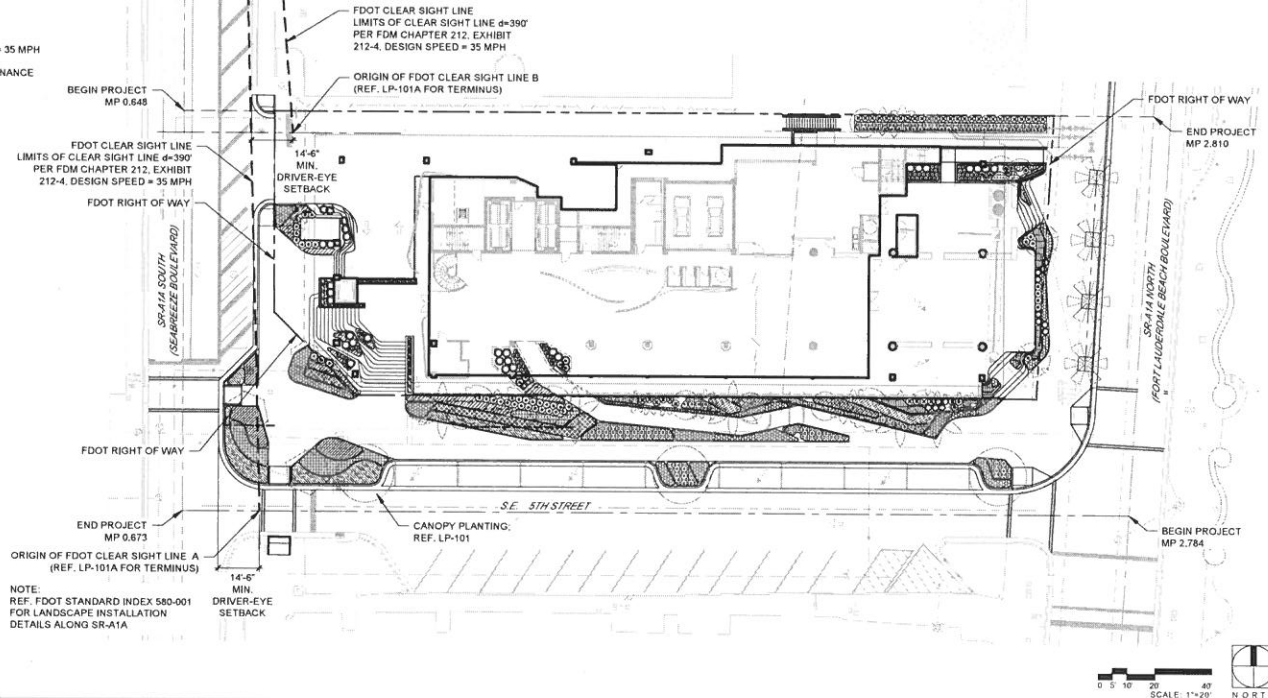
FDOT SR-A1A REQUIREMENTS:

- DESIGN SPEED: SR-A1A NORTH (FOR LAUDERDALE BEACH BLVD) DESIGN SPEED = 35 MPH
- DESIGN SPEED: SR-A1A SOUTH (SEABREEZE BLVD) DESIGN SPEED = 35 MPH
- VERTICAL CLEARANCE: MIN. PLANTING VERTICAL CLEARANCE PER FDOT MAINTENANCE RATING PROGRAM:
SIDEWALK = 8.5' VERTICAL CLEARANCE
ROADWAY = 14.5' VERTICAL CLEARANCE

NOTE:
CALL SUNSHINE ONE CALL
PRIOR TO ANY TYPE OF
EXCAVATION WORK.



NOTE:
REF. FDOT STANDARD INDEX 580-001
FOR LANDSCAPE INSTALLATION
DETAILS ALONG SR-A1A



PLANTING ABBREVIATIONS

ABB	BALLED AND BURLAPPED
CAL.	CALIPER
CT	CLEAR TRUNK
CRZ	CRITICAL ROOT ZONE
FG	FIELD GROWN
GAL.	GALLON
GW	GREY WOOD
HT	HEIGHT
MIN.	MINIMUM
MULTI	MULTI-TRUNK
OA	OVERALL
O.C.	ON CENTER
QTY	QUANTITY
SPRD.	SPREAD
TYP.	TYPICAL
U.N.O.	UNLESS NOTED OTHERWISE

PLANT LIST

SHRUBS & GROUNDCOVERS			
QTY	SYMBOL	KEY	PLANT NAME / SIZE / REMARKS
7	●	AEC	Anacardium occidentale (or alternate salt tolerant variety, submit all for approval) 18" HT, 18" SPRD, 24" O.C.
334	■	ALT	Alternanthera versicolor (or alternate salt tolerant variety, submit all for approval) 12" HT, 12" SPRD, 15" O.C.
323	■	APT	Aptenia cordifolia (BABY SUN ROSE) 12" SPRD, 12" O.C.
95	●	ASP	Aspidistra elatior (CAST IRON PLANT) 15" HT, 18" SPRD, 18" O.C.
370	■	CAR	Carissa macrocarpa Emerald Blanka (DWARF CARISSA) 10" HT, 12" SPRD, 18" O.C.
528	■	DC	Dichondra argentea 'Silver Falls' (DICHONDRA 'SILVER FALLS') 12" SPRD, 12" O.C.
331	■	ERN	Erinodes ilicifolia (GOLDEN CREEPER) 12" HT, 14" SPRD, 18" O.C.
31	○	GAL	Galphimia gracilis (THRIFALLIS) 24" HT, 24" SPRD, 30" O.C.
12	○	GUA	Guzmania zamachii (LIGNUM VITAE) 24" HT, 24" SPRD, FULL, 30" O.C.
63	■	HED	Hedera helix (ENGLISH IVY) 10" SPRD, 12" O.C.
41	■	MUH	Muhlenbergia capensis (GULF MUHLY GRASS) 24" HT, 18" SPRD, 24" O.C.
256	■	NEO	Neoregelia 'Fascia' (FIREBALL, INCONELAD) 8" HT, 10" SPRD, 12" O.C.
9	○	PRC	Philodendron Royal Congo (ROAD CONGO) 24" HT, 24" SPRD, 36" O.C.
30	○	RHA	Rhipsalis multiflora (JADE PALM / FINGER PALM) 60" HT, 36" SPRD, 36" O.C. HEAVY SHADE GROWN
71	■	SPA	Spartina bakeri (SAND CORDOGRASS) 24" HT, 18" SPRD, 18" O.C.
37	■	SUR	Suriana maritima (BAY CEDAR) 24" HT, 24" SPRD, 30" O.C.
64	■	UNE	Utricularia purpurea (SEA CATS) 24" HT, 18" SPRD, 18" O.C.
150	■	XAN	Philodendron 'Xanadu' (XANADU PHILLODENDRON) 15" HT, 15" SPRD, 18" O.C.
13	○	ZAF	Zamia furfuracea (CANDIDBOARD PALM) 24" HT, 30" SPRD, 30" O.C.
50	■	ZAM	Zamia pumila (Zamia floridana) (COONTIE) 15" HT, 18" SPRD, 18" O.C.



301 East Atlantic Boulevard
Pompano Beach, Florida 33060-6643

PH: (954) 789-3400

Florida Certificate of
Authorization # - 7928

END / CONTRACT NO.

REVISIONS

NO.	DESCRIPTION	DATE

PRELIMINARY PLAN
NOT FOR CONSTRUCTION
THESE PLANS ARE NOT FULLY PERMITTED
AND ARE SUBJECT TO REVISIONS MADE
DURING THE PERMITTING PROCESS.
RESPONSIBILITY FOR THE USE OF THESE
PLANS PRIOR TO OBTAINING PERMITS
FROM ALL AGENCIES HAVING JURISDICTION
OVER THE PROJECT WILL FALL SOLELY
UPON THE USER.

GRANITE
HOTELS
441 S. FORT
LAUDERDALE
BEACH BLVD, FORT
LAUDERDALE, FL
33316

SCALE: AS NOTED
DATE ISSUED: MAY 01, 2019
DRAWN BY: KS, JL
DESIGNED BY: PW, MH
CHECKED BY: PVW



PAUL H. WEISBERG, P.E.
FLORIDA REG. NO. 12587
(P OR THE FURTHER)

SHEET TITLE
PLANTING PLAN
(UNDERSTORY)

FDOT LANDSCAPE PERMIT
SHEET NUMBER

LP-102

PROJECT NO. 10253.00

FDOT LANDSCAPE PERMIT NO. 2019-L-491-00004

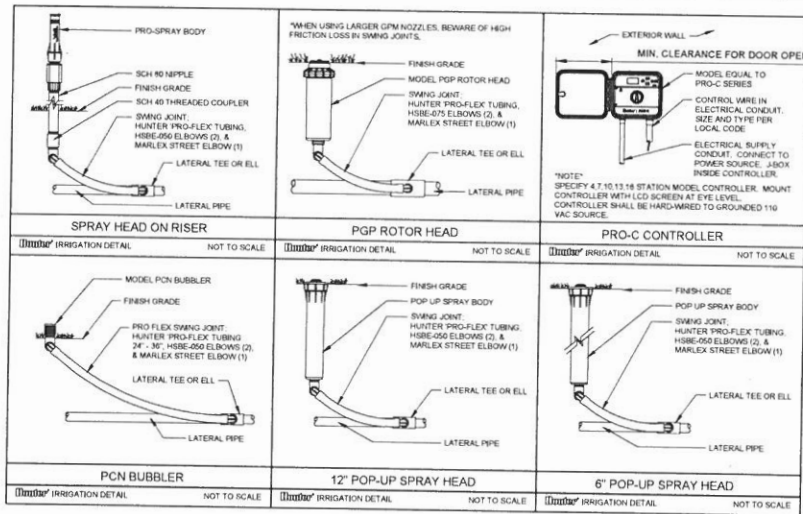
IRRIGATION NOTES:

1. THE CONTRACTOR IS RESPONSIBLE FOR ALL MATERIAL REQUIRED TO MAKE THE SYSTEM FUNCTION PROPERLY. ALL IRRIGATION SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND ALSO STATE AND/OR LOCAL CODES.
2. IRRIGATION PLANS ARE SCHEMATIC AND DRAWN FOR GRAPHIC CLARITY. ALL PIPING BELOW PAVEMENT SHALL BE SLEEVED. LAYOUT OF IRRIGATION SYSTEM SHALL BE COORDINATED WITH CORRESPONDING LANDSCAPE PLAN.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING LOCAL UNDERGROUND UTILITY PROVIDERS TO VERIFY LOCATIONS. THE CONTRACTOR IS ENCOURAGED TO VISIT THE SITE PRIOR TO INSTALLATION AND BECOME FAMILIAR WITH EXISTING CONDITIONS.
4. VALVE LOCATIONS ARE SCHEMATIC ONLY AND WILL BE ADJUSTED FOR SITE CONDITIONS. EACH VALVE SHALL BE INSTALLED IN AN AMETEK OR CARSON VALVE BOX. THE FLOW ADJUSTMENT FEATURE WILL BE USED TO BALANCE PRESSURE THROUGHOUT THE SYSTEM.
5. PIPING SHALL BE SIZED TO MINIMIZE FRICTION LOSS AND MAINTAIN FLOW VELOCITY BELOW 5 FPS.
6. THE IRRIGATION CONTROLLER SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES AND MANUFACTURER'S RECOMMENDATIONS. PROPER GROUNDING EQUIPMENT AND SURGE PROTECTION SHALL BE PROVIDED. A RAIN SENSOR SHALL BE INSTALLED TO OVER-RIDE THE CONTROLLER.
7. ALL HEADS ON RISERS SHALL BE SET AT THE HEIGHT OF ADJACENT PLANT MATERIAL.
8. SPRINKLER LOCATIONS ADJACENT TO PAVEMENT, STRUCTURES, FENCES, ETC. SHALL BE OFFSET AS FOLLOWS: 12" MIN FOR POP-UP SPRAY HEADS, 18" FOR SHRUB RISERS, 18" FOR ROTOR HEADS, AND TYPICALLY 5 FEET FOR ROTORS ALONG UNCURBED ROADWAYS.
9. ALL SLEEVING SHALL BE SCH 40 PVC TO SIZE INDICATED ON PLAN, OR IF NOT INDICATED, A MIN. OF 2 PIPE SIZES LARGER THAN SUPPLY LINE CONTAINED. ALL SLEEVES SHALL BE INSTALLED A MIN. OF 24" BELOW FINISH GRADE.
10. CONTROL WIRES SHALL BE UL APPROVED PE IRRIGATION CONTROL WIRE. USE 14 GAGE CONTROL WIRE AND 12 GAGE GROUND WIRE. WIRE SHALL BE BUNDLED AND ATTACHED TO THE MAIN LINE IN TRENCH OR THROUGH WIRE SLEEVES AT PAVEMENT CROSSINGS 24" BELOW FIN. GRADE. ALL SPLICES SHALL BE MADE WITH WATERPROOF DIRECT-BURIAL SPLICE KITS AND CONTAINED IN VALVE BOXES. TWO EXTRA CONTROL WIRES SHALL BE INSTALLED TO THE FURTHEST VALVES IN EACH DIRECTION FROM THE CONTROLLER.
11. PIPING IN NARROW PLANTING AREAS, PARKING ISLANDS AND PLANTERS SHALL BE SET TO ONE SIDE TO ALLOW ROOM FOR ROOT BALLS. PIPE AS INDICATED ON PLAN IS SCHEMATIC AND SHOULD BE ADJUSTED FOR FIELD CONDITIONS.
12. ALL GLUE JOINTS SHALL BE CLEANED, SANDED, AND TREATED WITH A COLORED HIGH ETCH PRIMER AND JOINED USING A SOLVENT CONFORMING WITH ASTM D2564.
13. SYSTEM PIPE SIZE 3/4" SHALL BE CLASS 200 PVC. SYSTEM PIPE SIZE 1" OR GREATER SHALL BE CLASS 160 PVC. SYSTEM MAIN WILL BE SCH. 40 PVC TO SIZE INDICATED ON PLAN. ALL FITTINGS WILL BE SOLVENT WELD SCH 40 PVC. MAIN LINE SHALL HAVE 24" MINIMUM COVER. ALL OTHER PIPING WILL HAVE 12" MIN. COVER. ALL BACKFILL FOR PIPE TRENCHES SHALL BE CLEAN AND FREE OF FOREIGN DEBRIS AND SHARP OBJECTS. BACKFILLED TRENCHES SHALL BE PROPERLY COMPACTED. ALL MAIN LINES WILL BE INSTALLED A MIN. OF 3' FROM ANY TREE OR PALM.
14. WATERING TIME PER STATION WILL BE DETERMINED IN THE FIELD AND PER LOCAL REQUIREMENTS. REFER TO MANUFACTURER'S INSTRUCTIONS FOR PRECIPITATION RATES OF SPRINKLERS SPECIFIED.
15. IRRIGATION SYSTEM TO PROVIDE 100% COVERAGE WITH 50% OVERLAP MIN. PROVIDE BUBBLERS FOR ALL NEW AND RELOCATED TREES AND PALMS.
16. RUST CONTROL SYSTEM TO BE INSTALLED WITH PUMP STATION (IF FROM WELL).
17. THE IRRIGATION SYSTEM IN THE RIGHT-OF-WAY IS TO INCORPORATE LOW TRAJECTORY SPRAY HEADS TO MINIMIZE OVERSPRAY.
18. AS-BUILT DRAWINGS SHALL BE PREPARED BY THE CONTRACTOR AND GIVEN TO THE OWNER PRIOR TO FINAL ACCEPTANCE.

FDOT IRRIGATION NOTES:

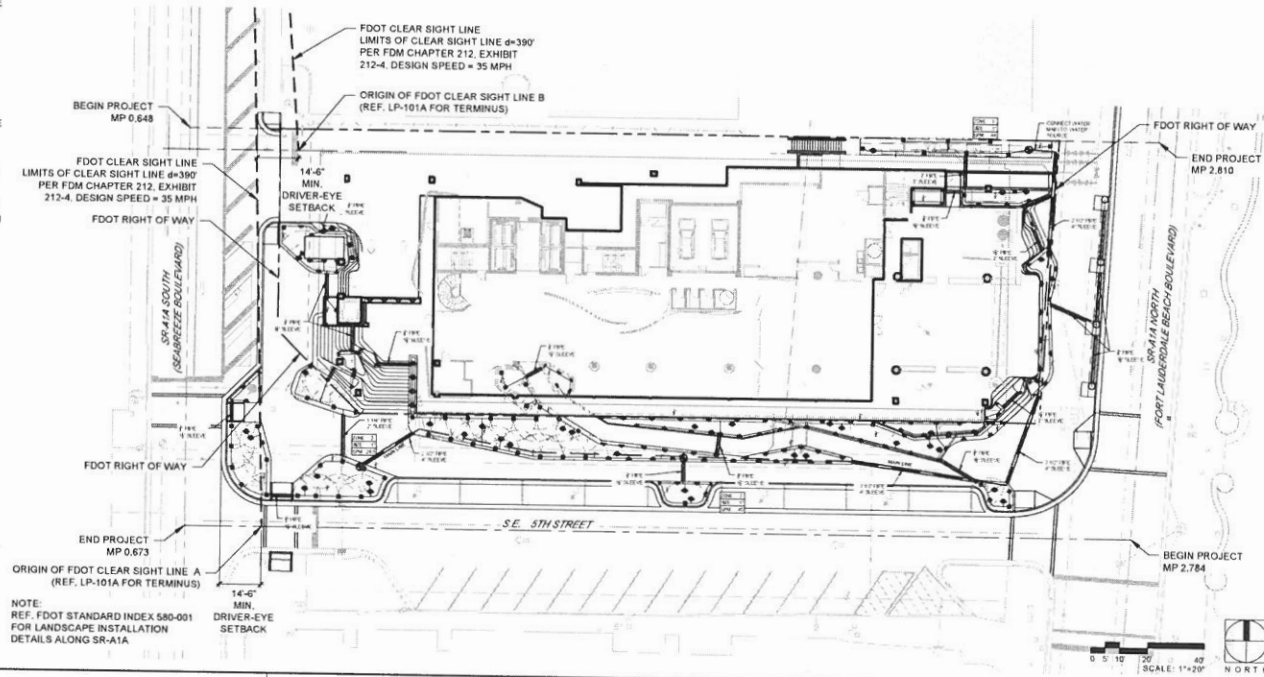
1. THE IRRIGATION SYSTEM SHALL USE THE LOWEST QUALITY WATER AVAILABLE WHICH ADEQUATELY AND SAFELY MEETS THE WATER NEEDS OF THE SYSTEM. STORM WATER, RECLAIM WATER, OR GREY WATER IRRIGATION SHALL BE USED WHENEVER POSSIBLE.
2. FDOT REQUIRES 24-HOUR EMERGENCY ACCESS TO WATER SOURCE.
3. CONTRACTOR SHALL PROVIDE FDOT DISTRICT OPERATIONS MANAGER WITH A SET OF "AS-BUILT" IRRIGATION PLANS.

NOTE:
CALL SUNSHINE ONE CALL
PRIOR TO ANY TYPE OF
EXCAVATION WORK.



IRRIGATION LEGEND

SYMBOL	DESCRIPTION
○	HUNTER PGP 6" POP-UP ROTOR HEADS
○	HUNTER MP ROTATOR: MP2000, 15" RADIUS, WITH PRS40 BODY
○	HUNTER MP ROTATOR: MP1000, 12" RADIUS, WITH PRS40 BODY
○	HUNTER MP ROTATOR: MP1000, 10" RADIUS, WITH PRS40 BODY
○	HUNTER MP ROTATOR: MP1000, 8" RADIUS, WITH PRS40 BODY
■	HUNTER END SPRAY: ES515, WITH PRO SPRAY BODY
■	HUNTER SIDE SPRAY: SS515, WITH PRO SPRAY BODY
■	HUNTER MULTI-STREAM BUBBLERS: MSBN SERIES
●	HUNTER BUBBLERS: PCN SERIES
○	HUNTER ROOT ZONE WATERING SYSTEM: RZWS-10-R
○	ZONE VALVE: EQUAL TO HUNTER 1" PGV ASV, IN AMETEK OR CARSON 12"x18" VALVE BOX
○	AMES BRASS GATE VALVE, SAME SIZE AS MAINLINE, IN 6" SCH 40 PVC COLLAR EXTENSION AND VALVE BOX
□	HUNTER MODULAR IRRIGATION CONTROLLER EQUAL TO PRO-C- SERIES WITH SOLAR SYNC, TO BE LOCATED PER OWNER'S PREFERENCE
—	SLEEVES: SCH 40 PVC OR RATED EQUAL CLASS SLEEVES TO BE MIN. 24" AND MAX. 36" DEEP
—	MAIN LINE: SCH 40 PVC WITH SCH 80 PVS FITTINGS THRU-BLOCKS AT STRESS POINTS, SITE PER PLAN
—	LATERAL PIPING: PVC CLASS 200 PVC FITTINGS AND GLUE JOINTS, PER SPECIFICATIONS



301 East Atlantic Boulevard
Pompano Beach, Florida 33060-6643

PH: (954) 788-3400
Florida Certificate of
Authorization # - 7928

NO. / CONTRACT NO.:

REVISIONS

NO.	DESCRIPTION	DATE

PRELIMINARY PLAN
NOT FOR CONSTRUCTION
THIS PLAN IS NOT TO BE PERMITTED
AND IS SUBJECT TO REVISIONS MADE
DURING THE PERMITTING PROCESS.
PRIOR TO OBTAINING PERMITS
FROM ALL AGENCIES HAVING JURISDICTION
OVER THE PROJECT WILL FALL SOLELY
UPON THE USER.

**GRANITE
HOTELS**
441 S. FORT
LAUDERDALE
BEACH BLVD, FORT
LAUDERDALE, FL
33316

SCALE: AS NOTED
DATE ISSUED: MAY 01, 2019
DRAWN BY: KS, JL
DESIGNED BY: PW, MH
CHECKED BY: PW



PAUL H. WEINGER, P.E.
FLORIDA LICENSE NO. 12558
(FOR THE FIRM)

SHEET TITLE
**IRRIGATION PLAN
AND DETAILS**

FDOT LANDSCAPE PERMIT
SHEET NUMBER

LI-101

PROJECT NO. 10253.00