

**Prepared by and return to:**

Kimberly Cunningham Mosley  
Assistant City Attorney  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301

**Folio Numbers:** 4942 34 04 8590  
4942 34 04 8560

**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:

**Plaza Street Fund 90, LLC**, a Kansas limited liability company,  
whose principal address is **2400 W 75<sup>th</sup> St, Ste 220 Prairie Village,  
KS 66208** ("OWNER")

and

**CITY OF FORT LAUDERDALE**, a Florida municipality having a  
principal address at 100 North Andrews Avenue, Fort Lauderdale,  
Florida 33301 ("CITY" or "City").

**R E C I T A L S**

WHEREAS, OWNER is the owner of two (2) parcels of land legally described and depicted  
on **Exhibit "A"** attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Property is located on the west side of the right of way of NE 4<sup>th</sup> Avenue  
also known as Florida State Road 811 (hereinafter referred to as the "ROW"), a right-of-way which  
is under the jurisdiction of the State of Florida Department of Transportation ("FDOT");

WHEREAS, certain landscape and streetscape improvements are proposed to be installed by  
OWNER in the ROW consisting of landscaping, irrigation and tree grates ("Streetscape  
Improvements"); and

WHEREAS, the Streetscape Improvements are proposed to be installed on the west side of  
the ROW (between Mile Post 0.057 to Mile Post 0.124) as depicted on **Exhibit "B"** (District Four  
(4) Amendment Number One (1) to the State of Florida Department of Transportation Landscape  
Maintenance Memorandum of Agreement), attached hereto and incorporated herein; 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 "District Four (4)



Maintenance Memorandum of Agreement” (the “Agreement”) which is attached hereto and incorporated herein as **Exhibit “C”**; and

WHEREAS, the terms and conditions are set forth in the Agreement and 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, elected officials, volunteers, 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, elected officials, volunteers, 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 Streetscape 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.** OWNER shall at all times during the term of this Assumption Agreement, keep and maintain in full force and effect, at OWNER'S sole cost and expense, Commercial General Liability insurance with minimum limits of \$1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability, and Workers' Compensation insurance at the statutory minimum coverage required by State Law. Coverage must be afforded on a form no more



restrictive than the latest edition of the Commercial General Liability and Workers' Compensation policy without restrictive endorsements, as filed by the Insurance Services Office, and shall name CITY as an additional insured. OWNER shall furnish CITY with Certificates of Insurance at least fourteen (14) days prior to commencement of this 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 ("Lien"), 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 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 Plaza Street Fund 90, LLC, Attention: Bret Elliott; telephone number (913) 683-9459; and e-mail address: bellriott@plazastreetpartners.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 and the CITY's Director of the Transportation and Mobility Department, 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 of 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. 3<sup>rd</sup> Avenue  
Fort Lauderdale, Florida 33301





AS TO OWNER: Plaza Street Fund 90, LLC  
Attn: Bret Elliott  
2400 W 75th St, Ste 220  
Prairie Village, KS 66208

With a copy to: Polsinelli PC  
Attn: Patrick O'Bryan  
900 W. 48<sup>th</sup> Place, Suite 900  
Kansas City, MO 64112  
[pobryan@polsinelli.com](mailto:pobryan@polsinelli.com)

(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 enter into this Assumption of Liability and Hold Harmless Agreement by OWNER and the CITY OF FORT LAUDERDALE and execute this Agreement as follows:

Witnesses:

OWNER:

**Plaza Street Fund 90, LLC**  
A Kansas limited liability company

\_\_\_\_\_  
(Witness #1 Signature)

By: Plaza Street Partners, LLC  
a Kansas limited liability company  
its Manager

\_\_\_\_\_  
(Print Name)

By: \_\_\_\_\_  
**Bret Elliott, 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 \_\_\_\_\_, 2021, by Bret Elliott as President for Plaza Street Partners, LLC, the manager of Plaza Street Fund 90, LLC.

(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: \_\_\_\_\_  
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 \_\_\_\_\_ 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)



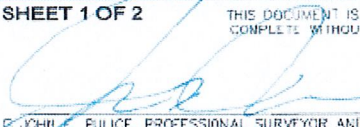
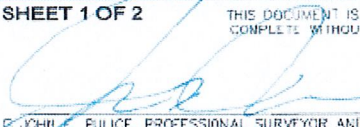
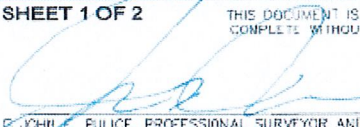
\_\_\_\_\_  
Name of Notary Typed,  
Printed or Stamped

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





**Exhibit A**  
**(Composite)**  
**Legal Description and Sketch**

	<b>SKETCH AND LEGAL DESCRIPTION</b> BY <b>PULICE LAND SURVEYORS, INC.</b> 5381 NOB HILL ROAD SUNRISE, FLORIDA 33351 TELEPHONE: (954) 572-1777 • E-MAIL: <a href="mailto:surveys@pulicelandsurveyors.com">surveys@pulicelandsurveyors.com</a> CERTIFICATE OF AUTHORIZATION LB#3870															
<p><b>LEGAL DESCRIPTION: PARCEL 2</b></p> <p>LOTS 7 THRU 13, INCLUSIVE, AND THE NORTH 11.00 FEET OF LOT 14, BLOCK 183, LESS THE EAST 10 FEET THEREOF, AND THE NORTH 11.00 FEET OF LOT 35 AND ALL OF LOTS 36 THRU 42, INCLUSIVE, BLOCK 183, "PROGRESSO", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 42; THENCE NORTH 87°53'35" EAST ALONG THE NORTH LINE OF SAID LOTS 42, AND 7 FOR 260.00 FEET TO A POINT ON A LINE LYING 10.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID BLOCK 183; THENCE SOUTH 02°07'10" EAST ALONG SAID PARALLEL LINE, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF NE 4TH AVENUE (STATE ROAD NO. 811) AS RECORDED IN OFFICIAL RECORDS BOOK 432, PAGE 455, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, 186.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 11.00 FEET OF SAID LOT 14; THENCE SOUTH 87°53'35" WEST ALONG SAID SOUTH LINE, AND CONTINUING ALONG THE SOUTH LINE OF THE NORTH 11.00 FEET OF SAID LOT 34 FOR 260.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 35, BLOCK 183; THENCE NORTH 02°07'10" WEST ALONG THE WEST LINE OF SAID LOTS 35 THRU 42, INCLUSIVE, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF NE 3RD AVENUE AS SHOWN ON SAID PLAT 186.00 FEET TO THE POINT OF BEGINNING.</p> <p>SAID LANDS LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA AND CONTAINING 48,360 SQUARE FEET (1.1102 ACRES), MORE OR LESS.</p> <p><b>NOTES:</b></p> <ol style="list-style-type: none"><li>1) BEARINGS ARE BASED ON AN ASSUMED MERIDIAN WITH THE THE WEST RIGHT-OF-WAY LINE OF NE 4TH AVENUE (STATE ROAD NO. 811), BEING S02°07'10"E.</li><li>2) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.</li><li>3) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.</li><li>4) ALL RECORDED DOCUMENTS ARE PER THE PUBLIC RECORDS OF BROWARD COUNTY, UNLESS OTHERWISE NOTED.</li></ol>																
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="2"><b>FILE: PLAZA STREET PARTNERS</b></td></tr><tr><td><b>SCALE: N/A</b></td><td><b>DRAWN: BB</b></td></tr><tr><td colspan="2"><b>ORDER NO.: 67050B</b></td></tr><tr><td colspan="2"><b>DATE: 11/3/20</b></td></tr><tr><td colspan="2"><b>PARCEL 2</b></td></tr><tr><td colspan="2"><b>FORT LAUDERDALE, BROWARD COUNTY, FLORIDA</b></td></tr><tr><td colspan="2"><b>FOR: SHERWIN WILLIAMS</b></td></tr></table>			<b>FILE: PLAZA STREET PARTNERS</b>		<b>SCALE: N/A</b>	<b>DRAWN: BB</b>	<b>ORDER NO.: 67050B</b>		<b>DATE: 11/3/20</b>		<b>PARCEL 2</b>		<b>FORT LAUDERDALE, BROWARD COUNTY, FLORIDA</b>		<b>FOR: SHERWIN WILLIAMS</b>	
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<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 40%;"><b>SHEET 1 OF 2</b></td><td style="width: 60%; text-align: right; font-size: small;">THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2</td></tr><tr><td colspan="2" style="text-align: center;"></td></tr><tr><td colspan="2" style="font-size: x-small;"><input checked="" type="checkbox"/> JOHN PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691 <input type="checkbox"/> BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136 <input type="checkbox"/> VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274 <input type="checkbox"/> DONNA C. WEST, PROFESSIONAL SURVEYOR AND MAPPER LS4290 STATE OF FLORIDA</td></tr></table>			<b>SHEET 1 OF 2</b>	THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2			<input checked="" type="checkbox"/> JOHN PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691 <input type="checkbox"/> BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136 <input type="checkbox"/> VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274 <input type="checkbox"/> DONNA C. WEST, PROFESSIONAL SURVEYOR AND MAPPER LS4290 STATE OF FLORIDA									
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## SKETCH AND LEGAL DESCRIPTION

BY  
**PULICE LAND SURVEYORS, INC.**5381 NOB HILL ROAD  
SUNRISE, FLORIDA 33351TELEPHONE: (954) 572-1777 • E-MAIL: [surveys@pulicelandsurveyors.com](mailto:surveys@pulicelandsurveyors.com)  
CERTIFICATE OF AUTHORIZATION LB#3870**LEGAL DESCRIPTION: PARCEL 1**

LOTS 1 THRU 6, INCLUSIVE, BLOCK 183, LESS THE EAST 10 FEET THEREOF, "PROGRESSO", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 87°53'35" EAST ALONG THE NORTH LINE OF SAID LOT 1, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF NE 11TH STREET AS SHOWN ON SAD PLAT 125.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF NE 4TH AVENUE (STATE ROAD NO. 811) AS RECORDED IN OFFICIAL RECORDS BOOK 432, PAGE 455, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTH 02°07'10" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, BEING A LINE LYING 10.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID BLOCK 183 FOR 150.00 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 6, BLOCK 183; THENCE SOUTH 87°53'35" WEST ALONG SAID SOUTH LINE 125.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE NORTH 02°07'10" WEST ALONG THE WEST LINE OF LOTS 6, 5, 4, 3, 2 AND 1 FOR 150.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA AND CONTAINING 18,750 SQUARE FEET (0.4304 ACRES), MORE OR LESS.

**NOTES:**

- 1) BEARINGS ARE BASED ON AN ASSUMED MERIDIAN WITH THE THE WEST RIGHT-OF-WAY LINE OF NE 4TH AVENUE (STATE ROAD NO. 811), BEING S02°07'10"E.
- 2) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
- 3) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 4) ALL RECORDED DOCUMENTS ARE PER THE PUBLIC RECORDS OF BROWARD COUNTY, UNLESS OTHERWISE NOTED.

**FILE: PLAZA STREET PARTNERS****SCALE: N/A****DRAWN: BB****ORDER NO.: 67050A****DATE: 11/3/20****PARCEL 1****FORT LAUDERDALE, BROWARD COUNTY, FLORIDA****FOR: SHERWIN WILLIAMS****SHEET 1 OF 2**THIS DOCUMENT IS NEITHER FULL NOR  
COMPLETE WITHOUT SHEETS 1 AND 2

☒ JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2591  
☐ BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136  
☐ VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274  
☐ DONNA C. NEST, PROFESSIONAL SURVEYOR AND MAPPER LS4290  
STATE OF FLORIDA





**Exhibit “B”**

**District Four (4) Amendment Number One (1) to the State of Florida Department of  
Transportation Landscape Maintenance Memorandum of Agreement**

**[See Attached]**

SECTION No.: 86170000  
Permit No.: 2021-L-491-00001  
COUNTY: Broward  
S.R. No.: 811

**DISTRICT FOUR (4) AMENDMENT NUMBER ONE (1) TO  
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT**

**THIS AMENDMENT** Number One (1) to the Agreement dated **June 16, 2005**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT and the **CITY OF Fort Lauderdale**, a municipal subdivision of the State of Florida, hereinafter called the AGENCY.

**WITNESSETH**

**WHEREAS**, the DEPARTMENT has jurisdiction over State Road 811 (Dixie Highway / NE 4<sup>th</sup> Avenue) 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 811 (Dixie Highway / NE 4<sup>th</sup> Avenue) as described within **Exhibit "B"**; 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 entered into the Landscape Maintenance Memorandum of Agreement dated, **June 16, 2005** for the purpose of maintaining the landscape improvements by the AGENCY on State Road 811 (Dixie Highway / NE 4<sup>th</sup> Avenue); and,

**WHEREAS**, the DEPARTMENT and the AGENCY have agreed to add additional landscape to be installed on State Road 811 (Dixie Highway / NE 4<sup>th</sup> Avenue) in accordance with the above referenced Agreements and Amendments thereto; 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. 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 811 (Dixie Highway / NE 4<sup>th</sup> Avenue) from M.P.0.057 to M.P. 0.124, in accordance with the plans attached as **Exhibit "B"**.
2. The following section shall be added to the Agreement:

### **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 **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 (1) 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 ( l ) 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 Exhibits 212.4 through 212.7 regarding clear sight triangles at intersections* must be adhered to.
- (j) Clear Zone Lateral Offset and 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 9<sup>th</sup> Avenue, Ft. 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. The following section shall be added to the Agreement:

### 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.
4. The AGENCY shall agree to maintain the landscape improvements in the Agreement described above and this Amendment according to **Exhibit "C" Maintenance Plan.**

Except as modified by this Amendment, all terms and conditions of the original Agreement and all Amendments thereto shall remain in full force and effect.

## LIST OF EXHIBITS

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

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

**CITY OF FORT LAUDERDALE**

By: \_\_\_\_\_

Chairperson/Mayor/Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_

Christopher J. Lagerbloom, ICMA-CM

Attest: \_\_\_\_\_(SEAL)

Clerk

Legal Review

Date

\_\_\_\_\_

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_

Transportation Development Director

Attest: \_\_\_\_\_(SEAL)

Executive Secretary

Legal Review

Date

\_\_\_\_\_

Office of the General Counsel

**SECTION No.:** 86170000  
**Permit No.:** 2021-L-491-00001  
**COUNTY:** Broward  
**S.R. No.:** 811

## **EXHIBIT A**

### **LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES**

**I. LIMITS OF MAINTENANCE FOR LANDSCAPE IMPROVEMENTS FOR STATE ROAD 811 (Dixie Highway / NE 4<sup>th</sup> Avenue) UNDER THIS AGREEMENT:**

State Road 811 (Dixie Highway / NE 4<sup>th</sup> Avenue) from State Road 838 (Sunrise Boulevard) M.P. 0.009 to south of the south fork of the Middle River M.P. 0.975

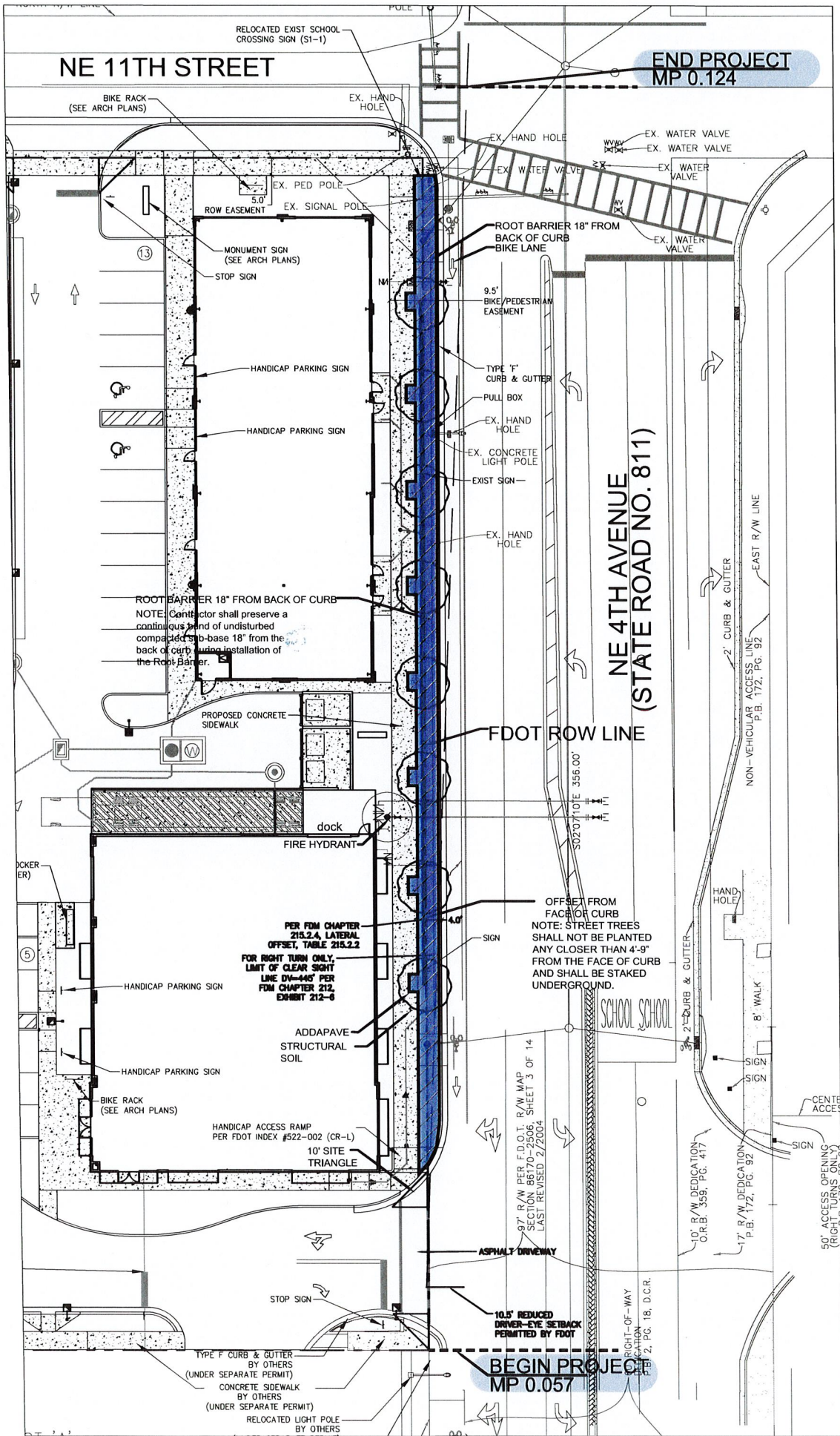
**II. LIMITS OF MAINTENANCE FOR LANDSCAPE IMPROVEMENTS FOR THIS PERMIT PROJECT:**

State Road 811 (Dixie Highway / NE 4<sup>th</sup> Avenue) from M.P.0.057 to M.P. 0.124

**III. LANDSCAPE IMPROVEMENTS MAINTENANCE RESPONSIBILITIES MAP:**

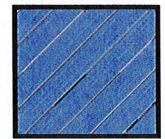
Please See Attached Map

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



# Landscape Improvements Maintenance Boundary Map

City of Fort Lauderdale  
FDOT Permit 2021-L-491-00001



Limits of  
Maintenance  
City of Fort  
Lauderdale



**SECTION No.: 86170000**  
**Permit No.: 2021-L-491-00001**  
**COUNTY: Broward**  
**S.R. No.: 811**

**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.

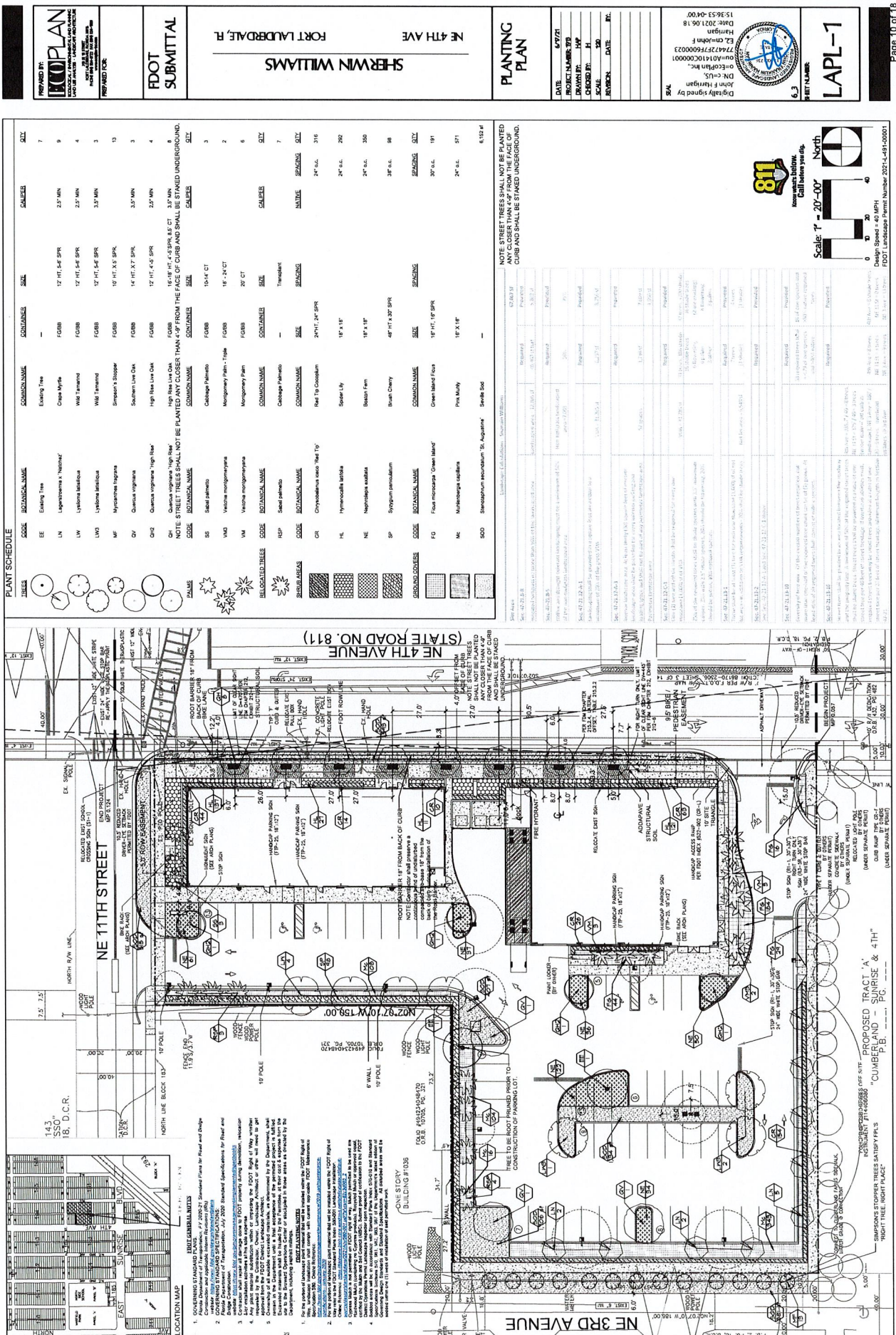
Please see attached plans prepared by: John F. Harrigan, RLA  
EcoPlan Inc.

Date: June 17, 2021  
 Sheets: LAPL-0, LAPL-1, & LAPL-2  
 IR-1 & IR-2





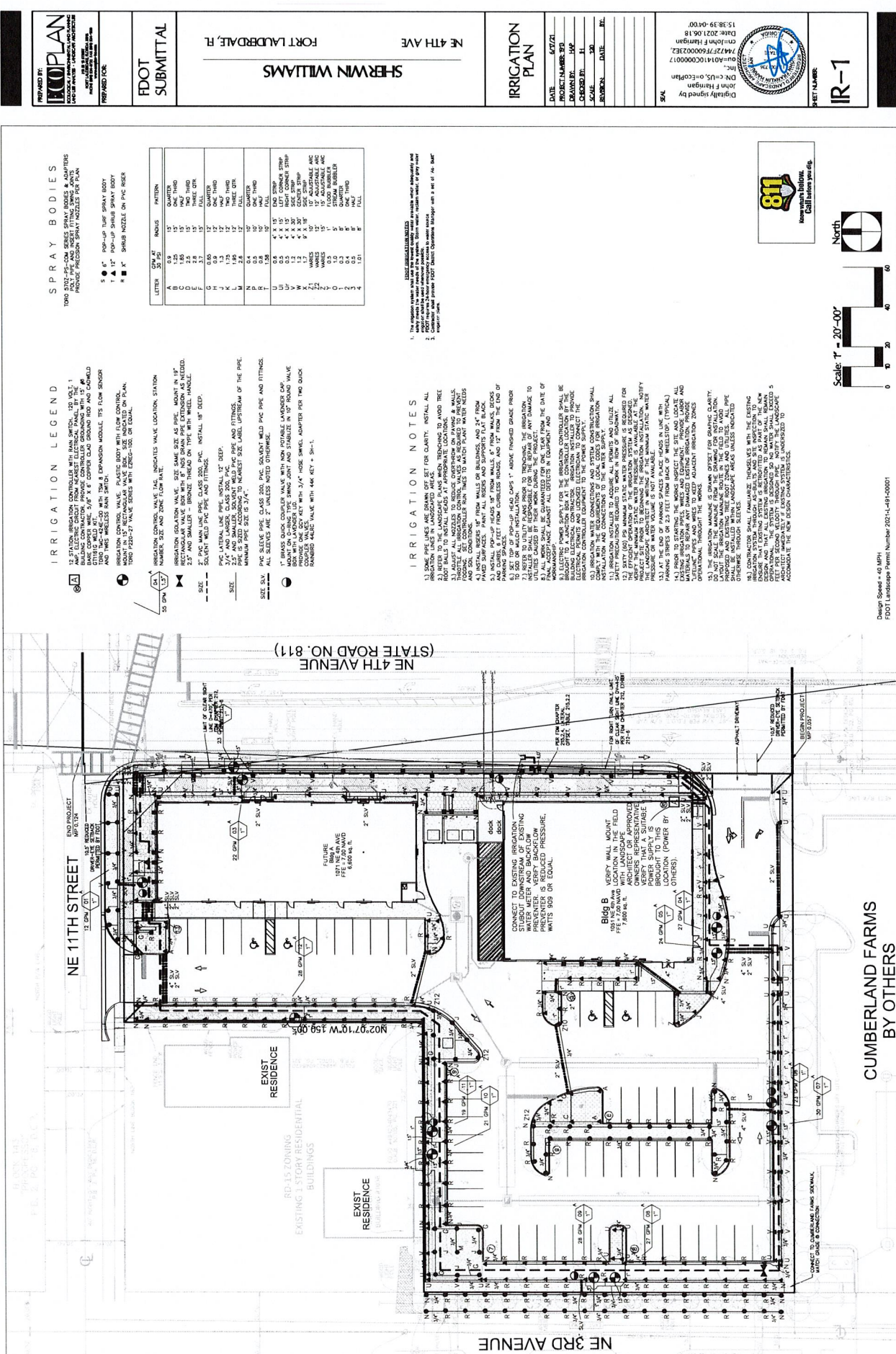
















SECTION No.:	86170000
Permit No.:	2021-L-491-00001
COUNTY:	Broward
S.R. No.:	811

## 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(s):** SR 811 from M.P. 0.057 to M.P. 0.124  
**Permit or FM No(s):** 2021-L-491-00001  
**RLA of Record:** John Harrigan  
**Maintaining Agency:** City of Fort Lauderdale  
**Date:** May 14, 2021

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*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 within FDOT right of way 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, Part I, describes general maintenance requirements and recommendations.***

***The concluding section, Part II, provides recommendations prepared by the Registered Landscape Architect of Record specific to the attached approved plans.***

#### **PART I: GENERAL MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS:**

##### **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 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. Do not mound mulch against the trunks of trees, palms, and the base of shrubs to allow air movement 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 achieve the FDOT requirements for 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 understory plant materials selected for use within the restricted planting areas (Limits of Clear Sight) are to be mature height in compliance with the *FDM Window Detail*. Vertical clear zones for vegetation heights over roadways and sidewalks must meet the requirements of the *FDOT Maintenance Rating Program* (MRP) standards. See Reference pages. The R.L.A. of Record will provide the specific pruning heights for mature or maintained height and spread of all plant material to achieve the design intent shall be noted in Part II., Specific Project Site Maintenance Requirements and Recommendations.

## **STAKING AND GUYING**

All staking materials are to be removed after one year or as directed by the RLA of Record.). 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 concrete pavers (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the pavers. 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 concrete pavers 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.

## **SITE FURNISHINGS**

Site furnishing such as Trash Receptacles, Benches, Bollards and Bicycle Racks shall be maintained in such a manner as to prolong the life of the fixture and prevent potential safety hazards. If the fixtures and their overall function and mounting systems become damaged, they shall be replaced with the same type and specification as the approved plan.

## **TREE CELL STRUCTURES**

Underground tree cells shall be maintained in such a manner as to prolong the life of the structure and prevent potential safety hazards. If the structures fail or become damaged, they shall be replaced with the same type and specification as the approved plan.

## **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.

## **PART II: SPECIFIC PROJECT SITE MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS**

Inspect the irrigation system performance on a monthly basis to ensure the system is providing 100% coverage, does not have sections of low pressure, heads and valves are clean and clear of debris, and any damaged irrigation components (i.e., spray nozzles, spray heads, valve boxes, etc.) are repaired or replaced.

**Exhibit “C”**

**District Four (4) Maintenance Memorandum of Agreement**

**[See Attached]**



SECTION NO.: 86170  
FM NO.(s): 228246  
COUNTY: Broward  
S.R. NO.: 811

**DISTRICT FOUR (4)  
MAINTENANCE MEMORANDUM OF AGREEMENT**

**THIS AGREEMENT**, made and entered into this 16<sup>th</sup> day of JUNE 2005 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 political subdivision of the State of Florida, existing under the Laws of Florida, hereinafter called the **AGENCY**.

**WITNESSETH:**

**WHEREAS**, the **DEPARTMENT** has jurisdiction over **State Road 811** as part of the State Highway System; 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 (or unincorporated if County) of the **AGENCY**; and

**WHEREAS**, the **AGENCY** is of the opinion that said highway facilities that contain landscape medians and areas outside the travel way to the right of way line, excluding standard concrete sidewalk, shall be maintained by periodic trimming, cutting, weeding, mowing, fertilizing, litter pick-up, necessary replanting, irrigation repairs, and median concrete replacements as needed; 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. 05-75 dated April 19, 2005, attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so;

**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 **DEPARTMENT** hereby agrees to install or cause to be installed landscape, irrigation and/or hardscape on the highway facilities as specified in plans and specifications hereinafter referred to as the Project and incorporated herein as Exhibit B. Hardscape shall mean any non-standard roadway, sidewalk or median surface such as, but not limited to interlocking concrete or brick pavers, stamped asphalt and stamped concrete.

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2. The **AGENCY** agrees to maintain the landscape within the medians and areas outside the travel way to the right of way line by periodic trimming, cutting, mowing, fertilizing, curb and sidewalk edging, litter pickup and necessary replanting, following the **DEPARTMENT'S** landscape safety and plant care guidelines. The **AGENCY'S** responsibility for maintenance shall include all landscaped/turfed areas and areas covered with interlocking pavers or similar type surfacing (hardscape) within the median and areas within the travel way to the right of way line, including paver sidewalks, paver intersections and all paver header curbs, stamped asphalt and concrete areas. It shall be the responsibility of the **AGENCY** to restore an unacceptable ride condition of the roadway caused by the differential characteristics of the paver brick and/or the header curb on Department of Transportation right-of-way within the limits of the Project.

Such maintenance to be provided by the **AGENCY** is specifically set out as follows:

To maintain, which means the proper watering and fertilization of all plants and keeping them as free as practicable from disease and harmful insects; to properly mulch the plant beds; to keep the premises free of weeds; to mow and/or cut the grass to a proper length; to properly prune all plants which includes: (1) removing dead or diseased parts of plants, or (2) pruning such parts thereof which present a visual hazard for those using the roadway. To maintain also means removing or replacing dead or diseased plants in their entirety, or removing or replacing those that fall below original Project standards. All plants removed for whatever reason shall be replaced by plants of the same size and grade as specified in the original plans and specifications. To maintain also means to keep the hardscape areas free from weeds and replacement of any areas becoming in disrepair so as to cause 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. Plants shall be those items which would be scientifically classified as plants and include but are not limited to trees, grass, or shrubs.

If it becomes necessary to provide utilities to the median or side areas (water/electricity) for these improvements, all costs associated with irrigation maintenance, impact fees and connections as well as on-going cost of water are the maintaining **AGENCY'S** responsibility.

The above named 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**.

3. If at any time after the **AGENCY** has assumed the landscape installation and/or maintenance responsibility above-mentioned, it shall come to the attention of the **DEPARTMENT'S** District Secretary that the limits or a part thereof is not properly maintained pursuant to the terms of this Agreement, said District Secretary may at his option issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the **AGENCY**, to place said

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**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:

- (a) Maintain the landscape or a part thereof, with **DEPARTMENT** or contractor's personnel and invoice the **AGENCY** for expenses incurred, or
  - (b) Terminate the Agreement in accordance with Paragraph 7 of this Agreement and remove, by **DEPARTMENT** or contractor's personnel, all of the landscape/hardscape installed under this Agreement or any preceding agreements except as to trees and palms and charge the **AGENCY** the reasonable cost of such removal.
4. It is understood between the parties hereto that the landscape 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 with future criteria or planning of the **DEPARTMENT**. The **AGENCY** shall be given sixty (60) calendar days notice to remove said landscape 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.
5. The **DEPARTMENT** agrees to enter into a contract for the installation of landscape Project for an amount not to exceed \$ 60,000.00 as defined in Exhibit C.
- The **DEPARTMENT'S** participation in the Project cost, as described in Exhibit C is limited to only those items which are directly related to this Project. The **AGENCY** shall be invited to assist the **DEPARTMENT** in final inspection at the end of the contractor's 365 day warranty and establishment period.
6. The **AGENCY** agrees to reimburse the **DEPARTMENT** all monies expended for the Project, should the landscape/hardscape areas fail to be maintained in accordance with the terms and conditions of this Agreement.
7. 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 Paragraph 3, 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.

8. The term of this Agreement commences upon execution.
9. To the extent permitted by law, the **AGENCY** shall indemnify and hold harmless the **DEPARTMENT**, its officers and employees from all suits, actions, claims and liability arising out of the **AGENCY'S** negligent performance of the work under this agreement, or due to the failure of the **AGENCY** to maintain the Project in conformance with the standards described in Section 2 of this Agreement.
10. The **AGENCY** may construct additional landscape/hardscape within the limits of the rights-of-ways identified as a result of this document, subject to the following conditions:
  - (a) Plans for any new landscape/hardscape 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 shall be developed and implemented in accordance with appropriate state safety and road design standards;
  - (c) The **AGENCY** agrees to comply with the requirements of this Agreement with regard to any additional landscape installed;
  - (d) No change will be made in the payment terms established under item number five (5) of this Agreement due to any increase in cost to the **DEPARTMENT** resulting from the installation of landscape added under this paragraph.
11. 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.
12. 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 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 1 year.
13. The **DEPARTMENT'S** District Secretary shall decide all questions, difficulties and disputes

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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; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

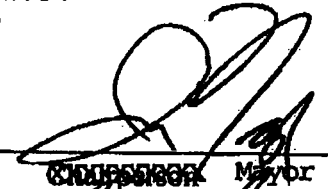
14. This Agreement may not be assigned or transferred by the AGENCY in whole or part without the consent of the DEPARTMENT.
15. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail.
16. 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: Elisabeth A. Hassett, R.L.A.  
FDOT District IV Landscape Architect

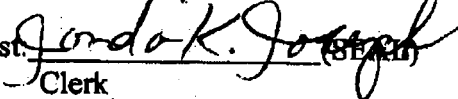
If to the Agency:  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301  
Attention: Ms. Mina Samadi  
Project Engineer

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

AGENCY

By:   
Christopher May  
Mayor

By:   
City Manager

Attest:   
Jonda K. Joseph  
Clerk

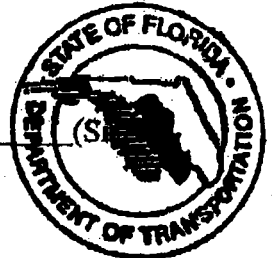
Approval as to Form Date  
  
City Attorney

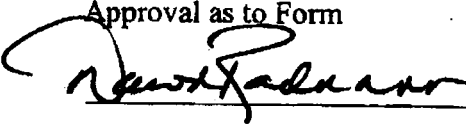
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STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By:   
Transportation Development Director

Attest:   
Maria Latorre  
Executive Secretary



Approval as to Form Date  
 6/7/2005

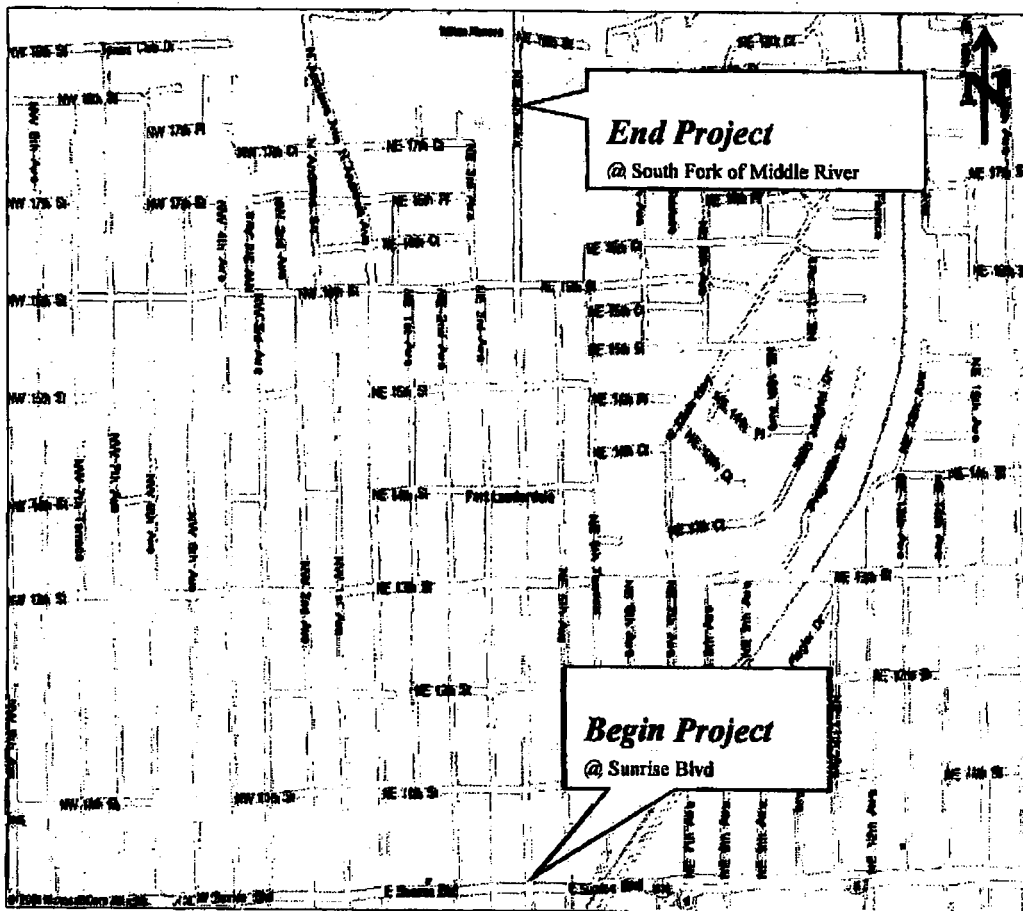
SECTION NO.: 86170  
FM NO.(s): 228246  
COUNTY: Broward  
S.R. NO.: 811

## EXHIBIT A

### PROJECT LOCATION:

State Road 811 from SR 838 (Sunrise Boulevard; M.P. 0.009) to south of the south fork of Middle River (M.P. 0.975).

### II. PROJECT LOCATION MAP:



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**SECTION NO.:** 86170  
**FM NO.(s):** 228246  
**COUNTY:** Broward  
**S.R. NO.:** 811

## **EXHIBIT B**

The **DEPARTMENT** agrees to install the Project with a contractor in accordance with the plans and specifications attached hereto and incorporated herein.

Please see attached plans prepared by Land Design South.

Dated 3/22/05.

SECTION NO.: 86170  
FM NO.(s): 228246  
COUNTY: Broward  
S.R. NO.: 811

## **EXHIBIT C**

### **PROJECT COST**

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

Dated April 4, 2005

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I.           **APPROXIMATE PROJECT COST:**           \$ 60,000.00

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## Page 45 of 71

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

**CONTRACT PLANS**

FINANCIAL PROJECT ID 228246-1-52-01

(FEDERAL FUNDS)

BROWARD COUNTY (8670)

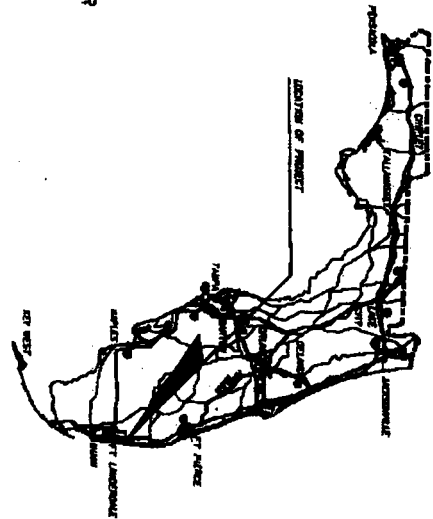
STATE ROAD NO. 811

FROM SUNRISE BLVD TO SOUTH OF THE SOUTH FORK OF MIDDLE RIVER

**LANDSCAPE PLANS**

**INDEX OF LANDSCAPE PLANS**

SHEET NO.	SHEET DESCRIPTION
LD-1	KEY SHEET
LD-2	TABULATION OF QUANTITIES
LD-3	PLANT SCHEDULE
LD-4 - LD-13	LANDSCAPE PLAN
LD-14	LANDSCAPE DETAILS
LD-15 - LD-16	IRRIGATION DETAILS
LD-17 - LD-26	IRRIGATION PLAN



LANDSCAPE SHOP DRAWINGS TO BE  
SUBMITTED TO EC DINNER AND ASSOCIATES  
180 E. PALMETTO PARK ROAD SUITE 400  
BOCA RATON FL 33432

PLANS PREPARED BY:

**LAND DESIGN SOUTH**  
200 GORDON RD. SUITE 100  
Ft. Lauderdale, FL 33304  
(954) 461-1000  
www.landdesignsouth.com

CERTIFICATE OF AUTHORIZATION NO. 000000  
VENUE LICENSED FOR DESIGN  
PLAT CONTRACT NUMBER C-3400  
NOTE: THE SCALE OF THESE PLANS MAY  
VARY DEPENDING ON THE REQUIREMENTS.

DESIGN STANDARDS AND SPECIFICATIONS:  
FLORIDA DEPARTMENT OF TRANSPORTATION,  
DESIGN STANDARDS DATED JANUARY 2004,  
AND STANDARD SPECIFICATIONS FOR ROAD  
AND BRIDGE CONSTRUCTION DATED 2004,  
AS AMENDED BY CONTRACT DOCUMENTS.

REVISED:

LANDSCAPE PLANS  
DESIGNED BY: ROBERT A. BENZ  
CHECKED BY: [Signature]

LA RES NO. 05

**KEY SHEET REVISIONS**

DATE	BY	DESCRIPTION

FISCAL YEAR	SHEET NO.
05	LD-1

**FINAL ENGINEERING SUBMITTAL**  
MARCH 22, 2004

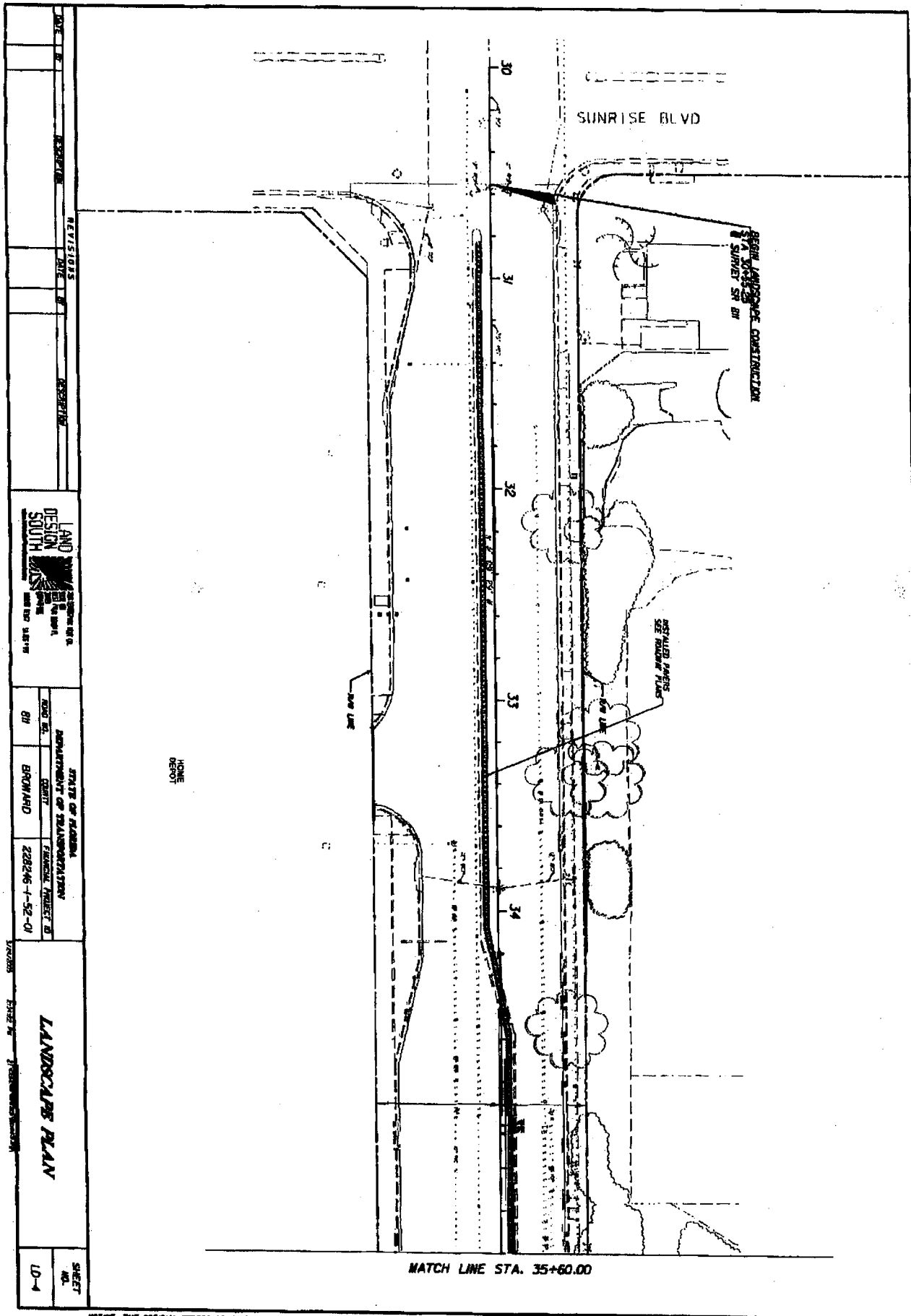
FDOT PROJECT MANAGER: FAUSTO A. GOMEZ, P.E.

### TABULATION OF QUANTITIES

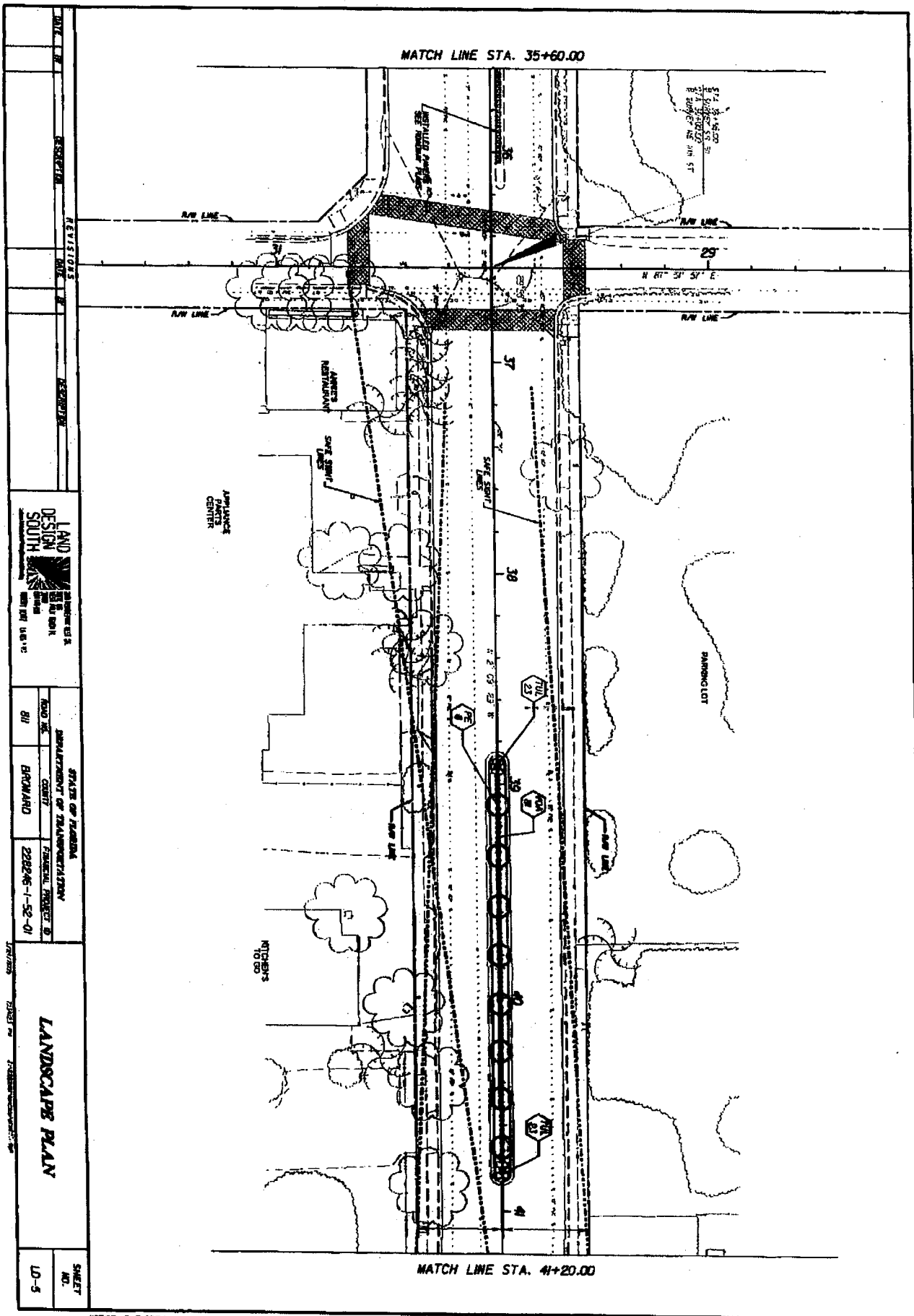
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NOTE: USE ONLY NURSERY GROWN MATERIAL EXCEPT WHERE SPECIFIED AS COLLECTED MATERIAL. USE NURSERY GROWN MATERIAL THAT COMPLIES WITH ALL REQUIRED INSPECTION, GRADING STANDARDS, AND PLANT REGULATIONS IN ACCORDANCE WITH THE LATEST ADDITION OF THE FLORIDA DEPARTMENT'S GRADES AND STANDARDS FOR NURSERY PLANTS. MINIMUM GRADE FOR ALL TREES AND SHRUBS IS FLORIDA #1.

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 6005-23.003, F.A.C.

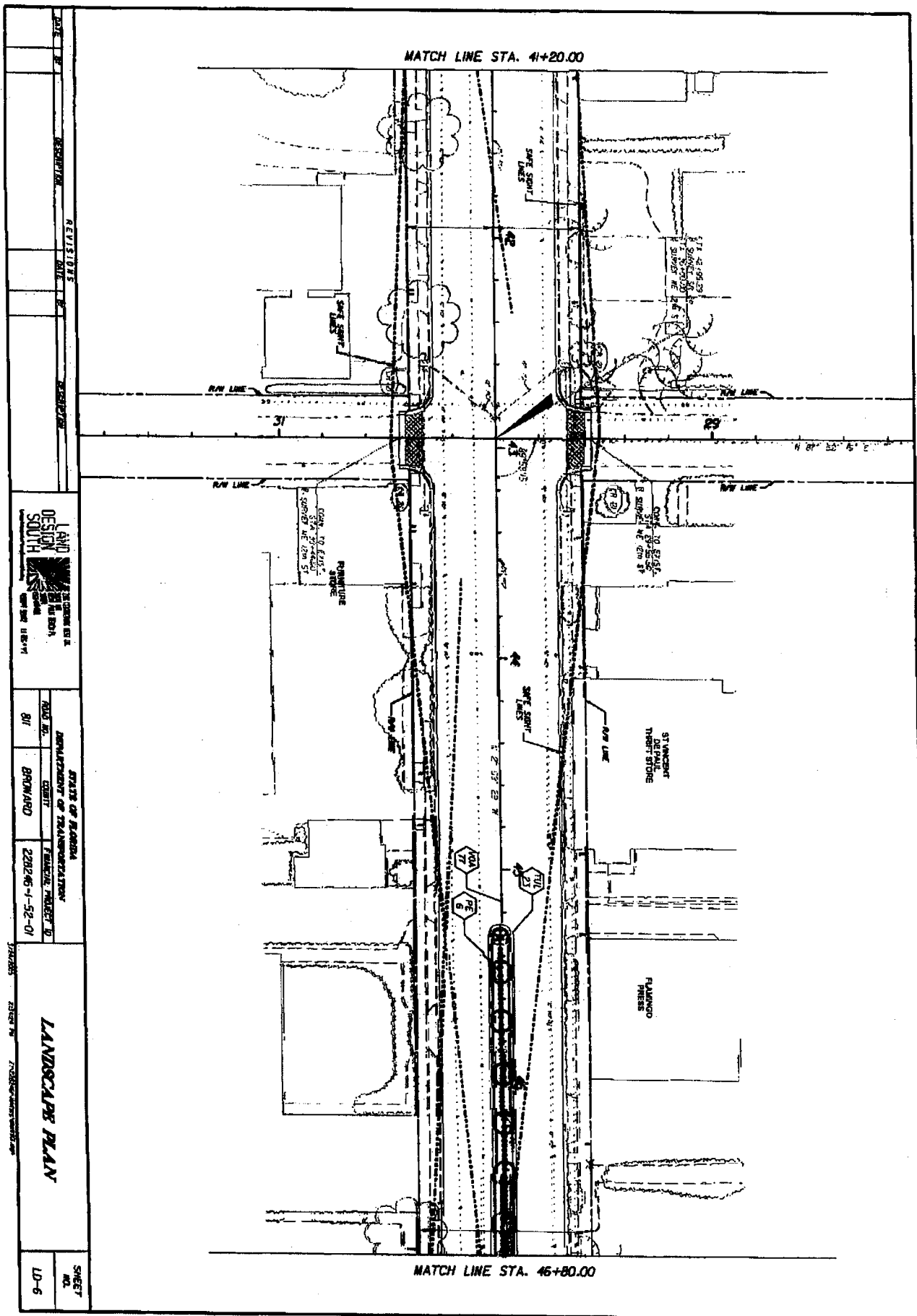


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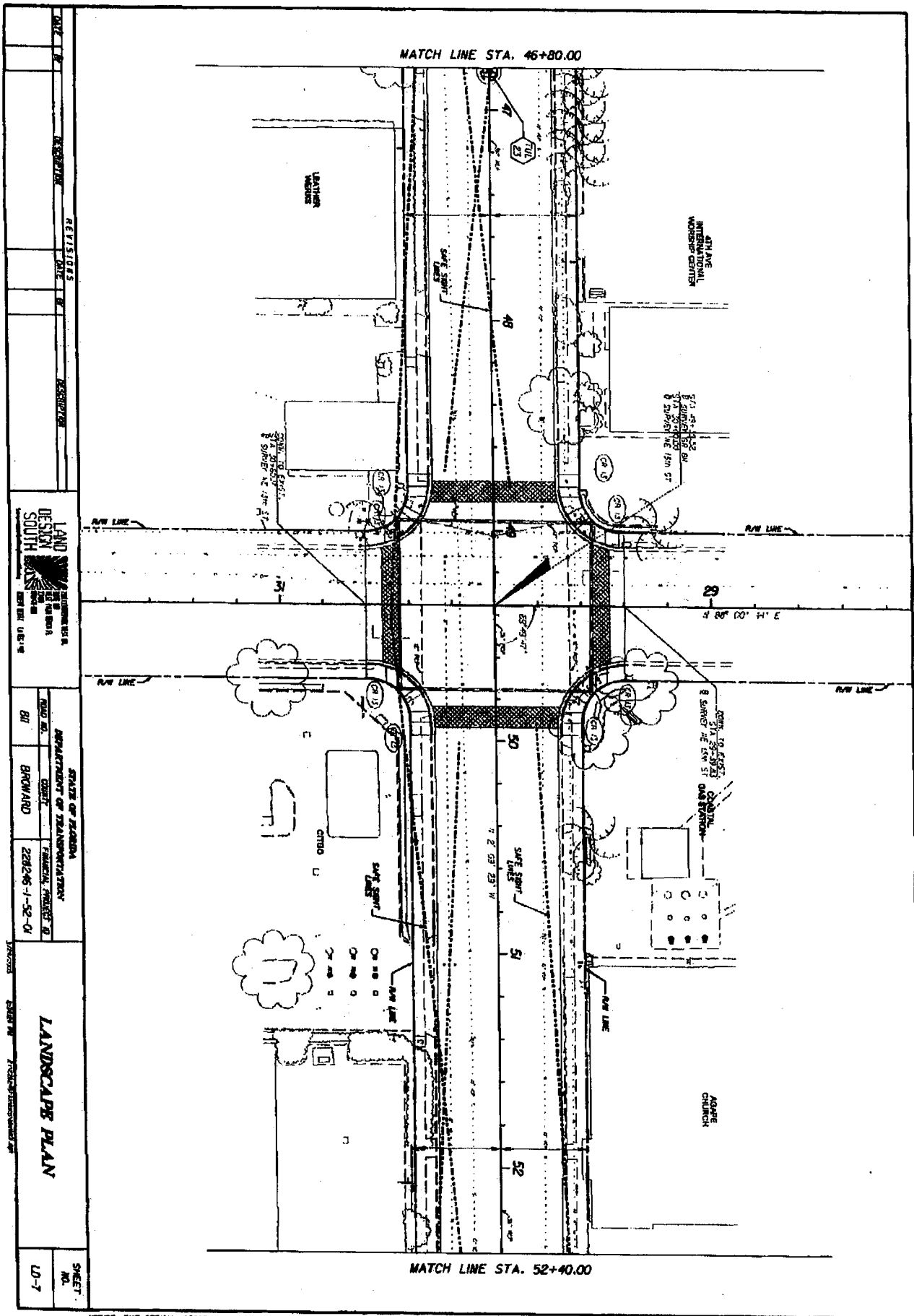


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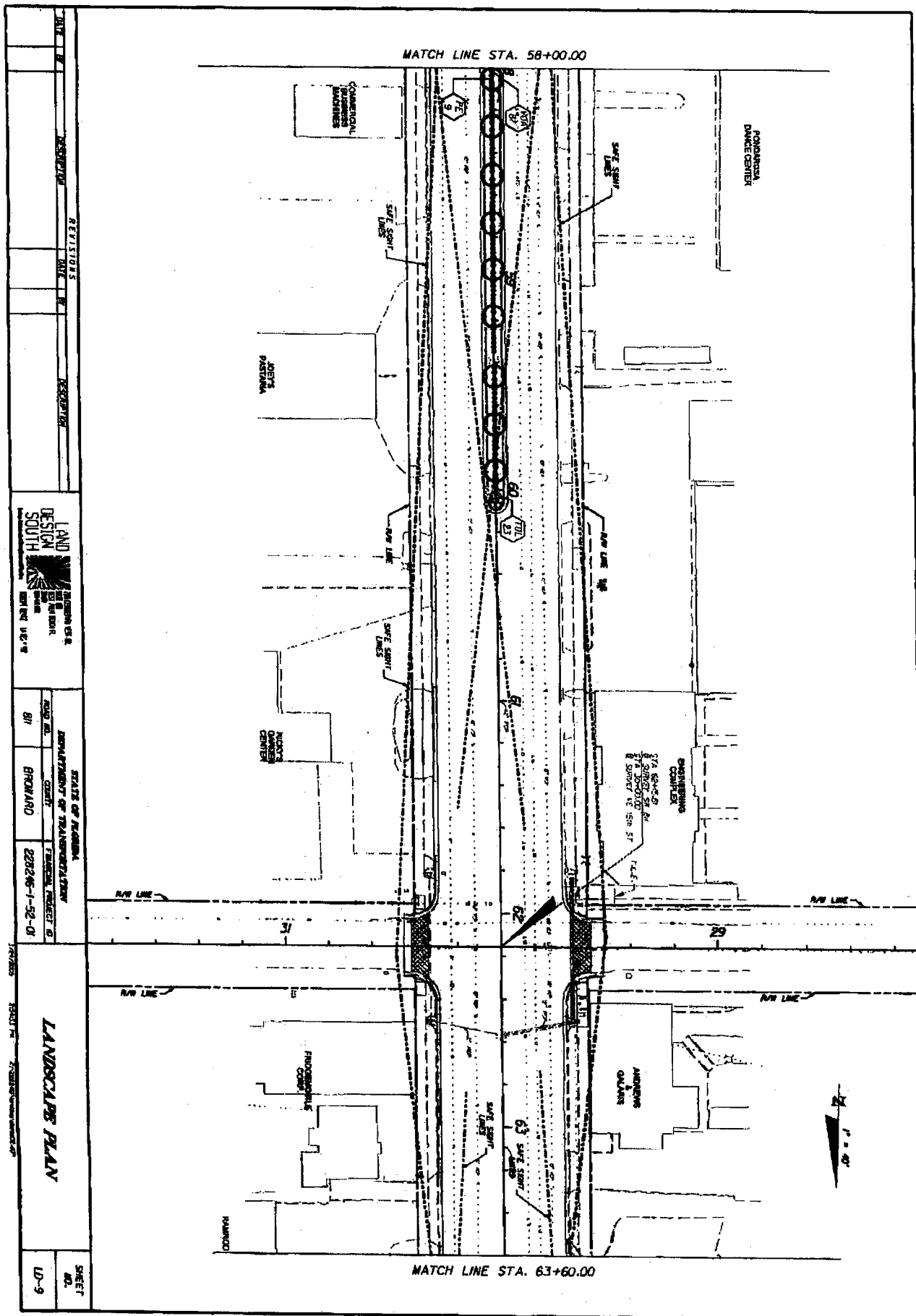




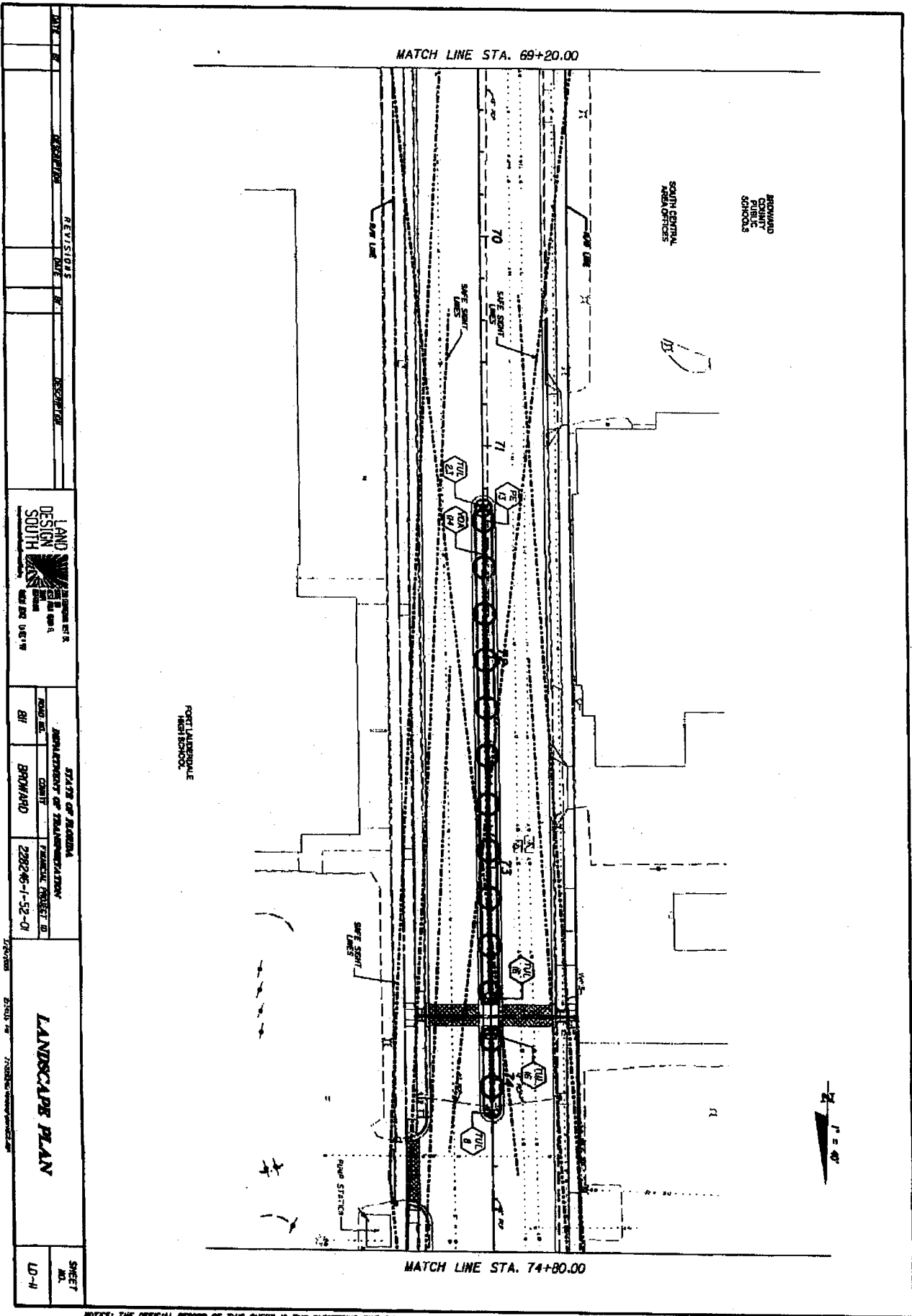
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REV.	DATE	DESCRIPTION	BY	CHK.
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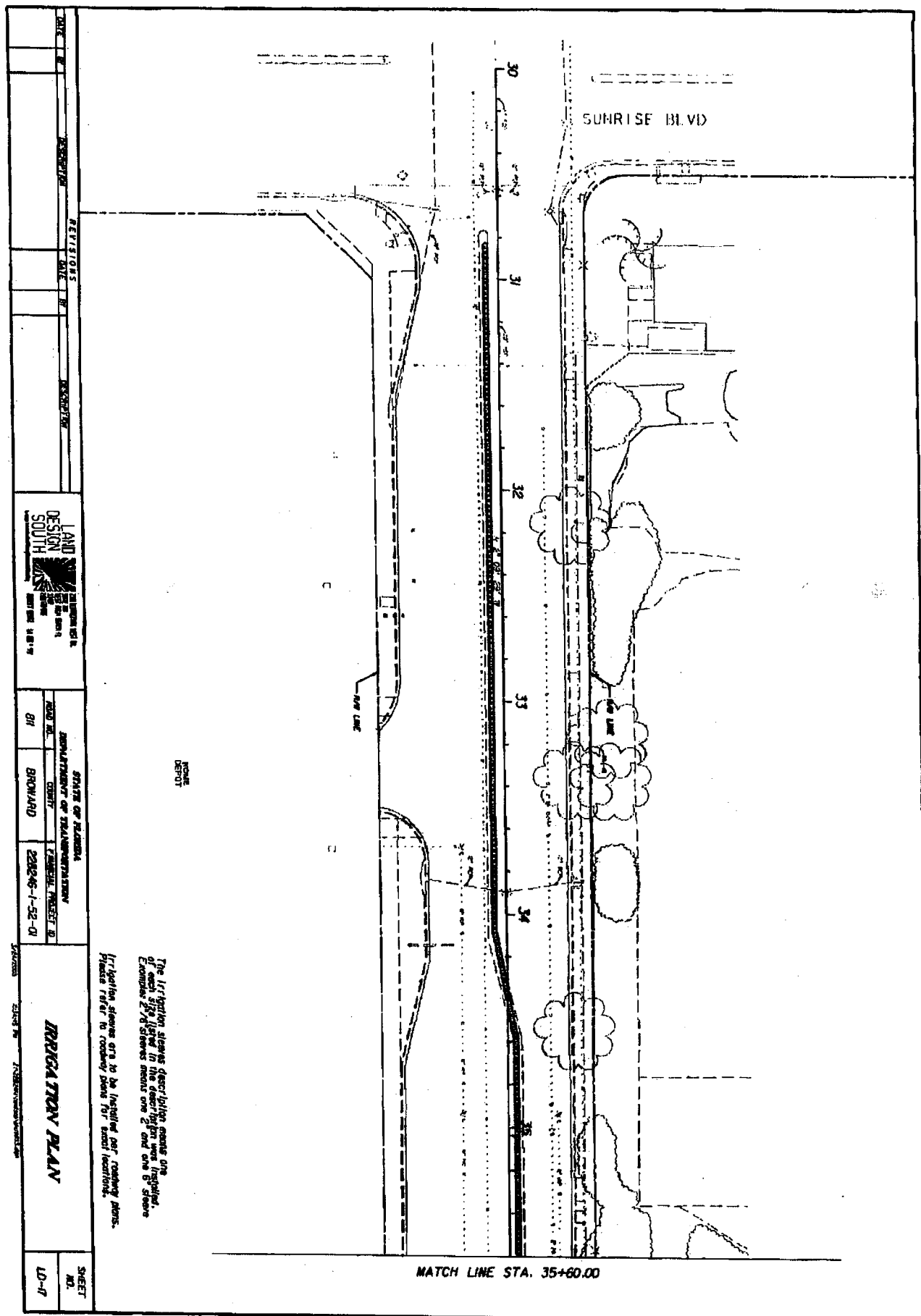




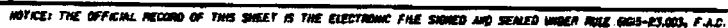


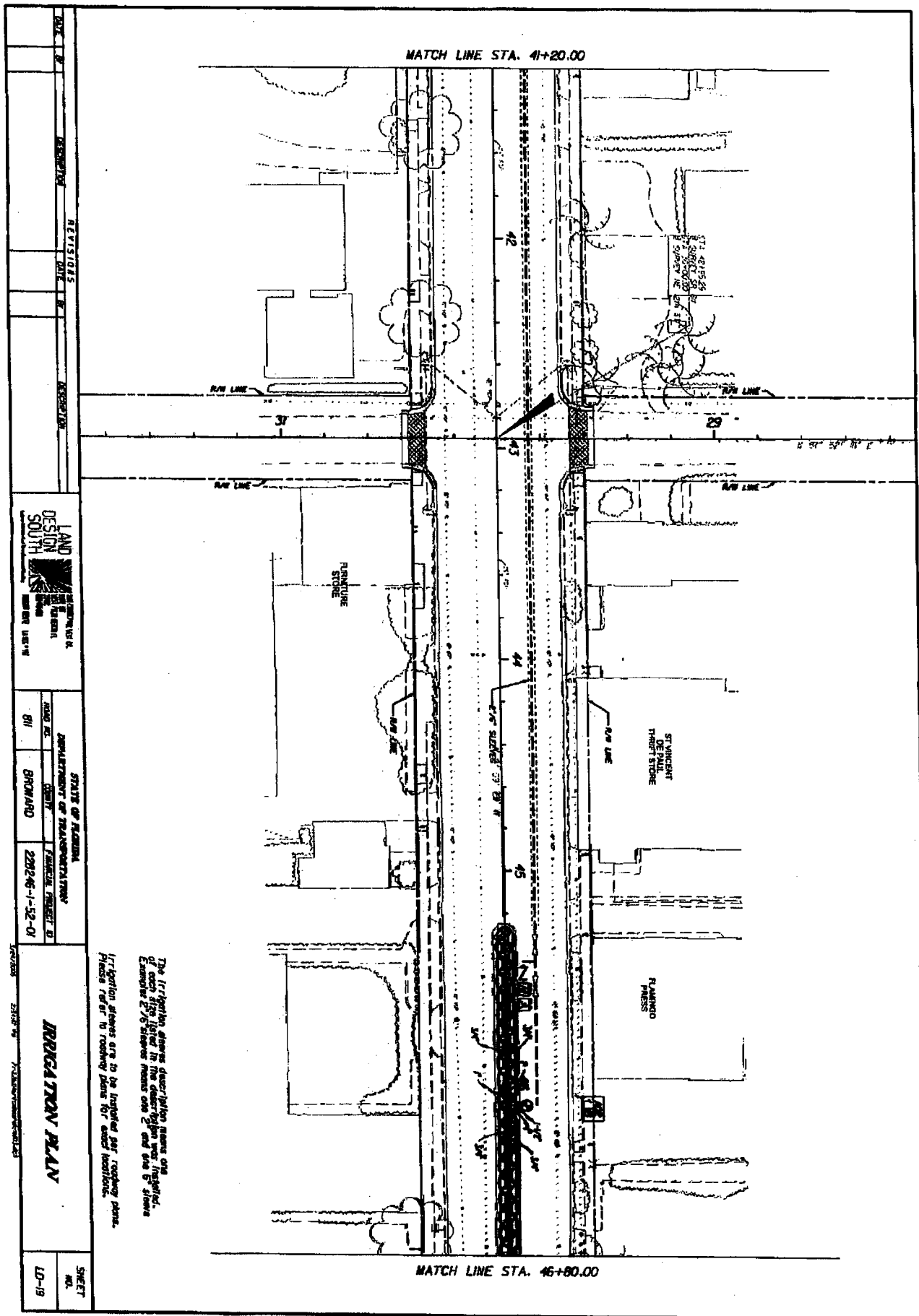


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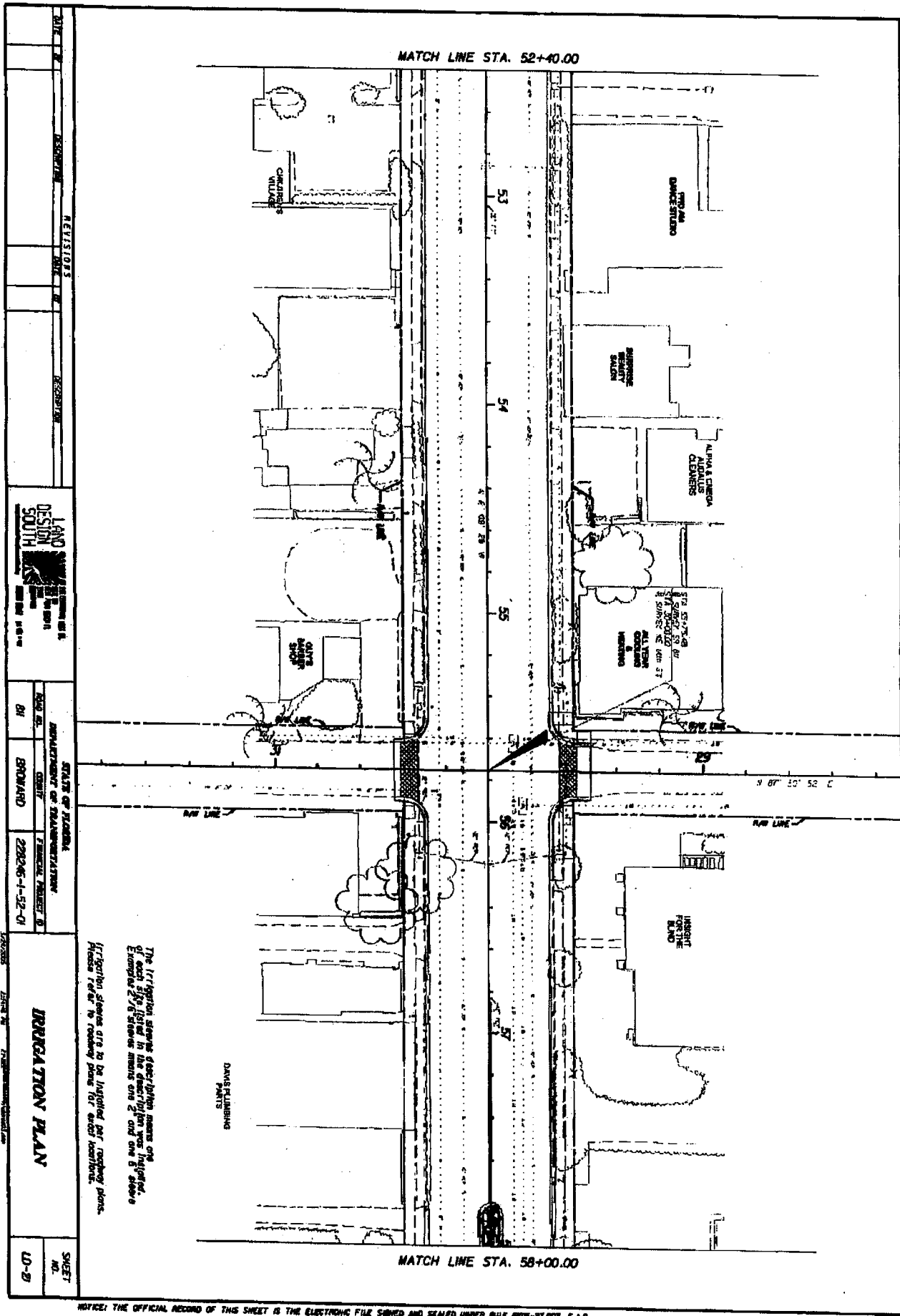












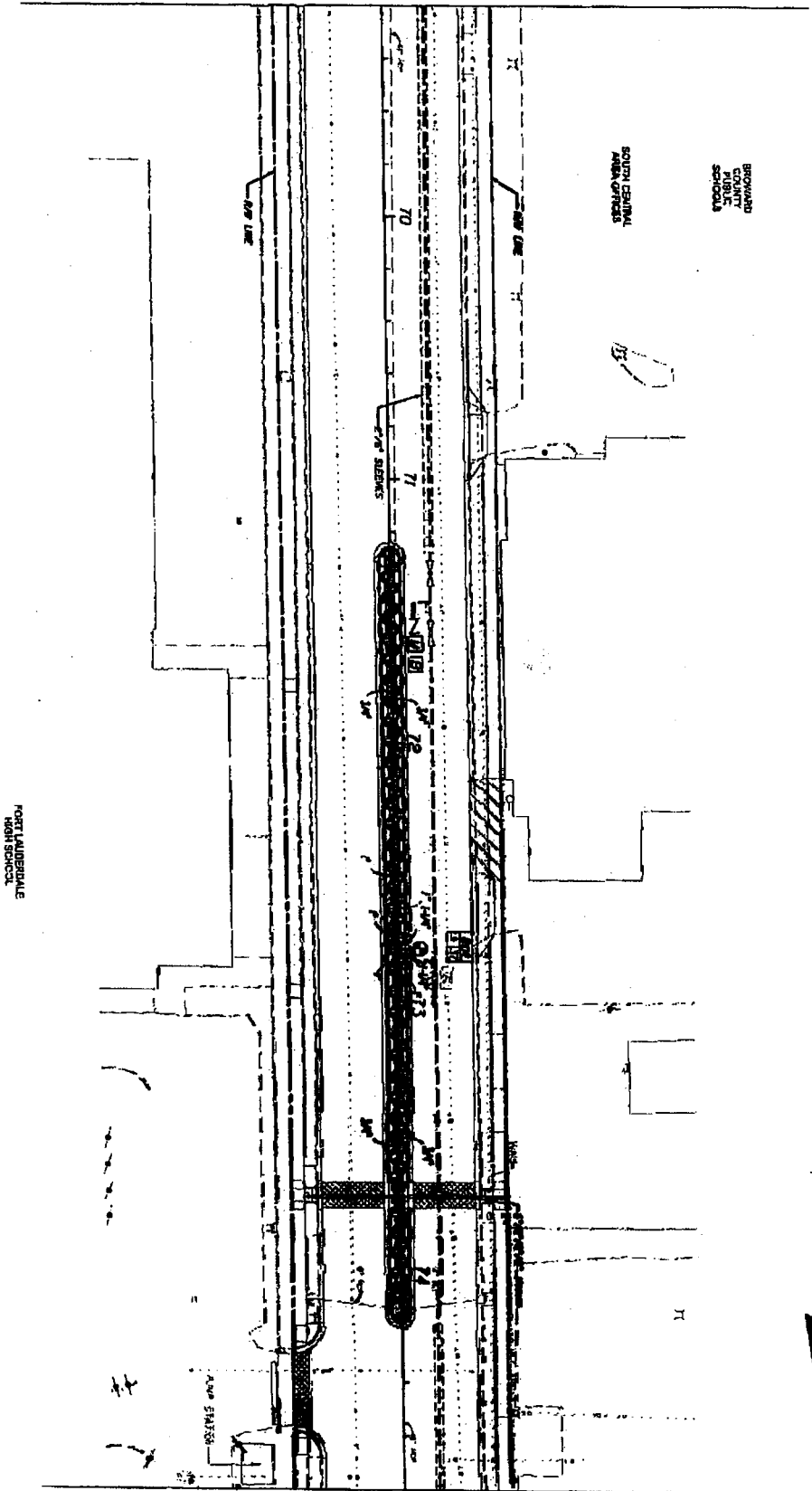
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MATCH LINE STA. 69+20.00



BROWNARD  
COUNTY  
PUBLIC  
SCHOOLS  
SOUTH CENTRAL  
AREA OFFICES

FORT LAUDERDALE  
HIGH SCHOOL

The irrigation design description notes are  
of each size listed in the description was highlighted.  
Example 2 1/2 inches means one 2 and one 1/2 inches  
Irrigation slates are to be installed per existing plans.  
Please refer to existing plans for exact location.

MATCH LINE STA. 74+80.00

REVISED		DATE		REVISION	
1		2		3	
<div style="display: flex; justify-content: space-between;"> <div> <p>LAND DESIGN SOUTH</p> <p>DESIGNER: [Signature]</p> <p>DATE: 03/19</p> </div> <div> <p>STATE OF FLORIDA</p> <p>DEPARTMENT OF TRANSPORTATION</p> <p>SECTION 10</p> <p>SECTION 10</p> <p>SECTION 10</p> </div> <div> <p>PROJECT NO. 2222-06-1-52-01</p> <p>DATE: 03/19</p> </div> </div>					
<div style="display: flex; justify-content: space-between;"> <div> <p>IRRIIGATION PLAN</p> </div> <div> <p>LD-24</p> </div> </div>					

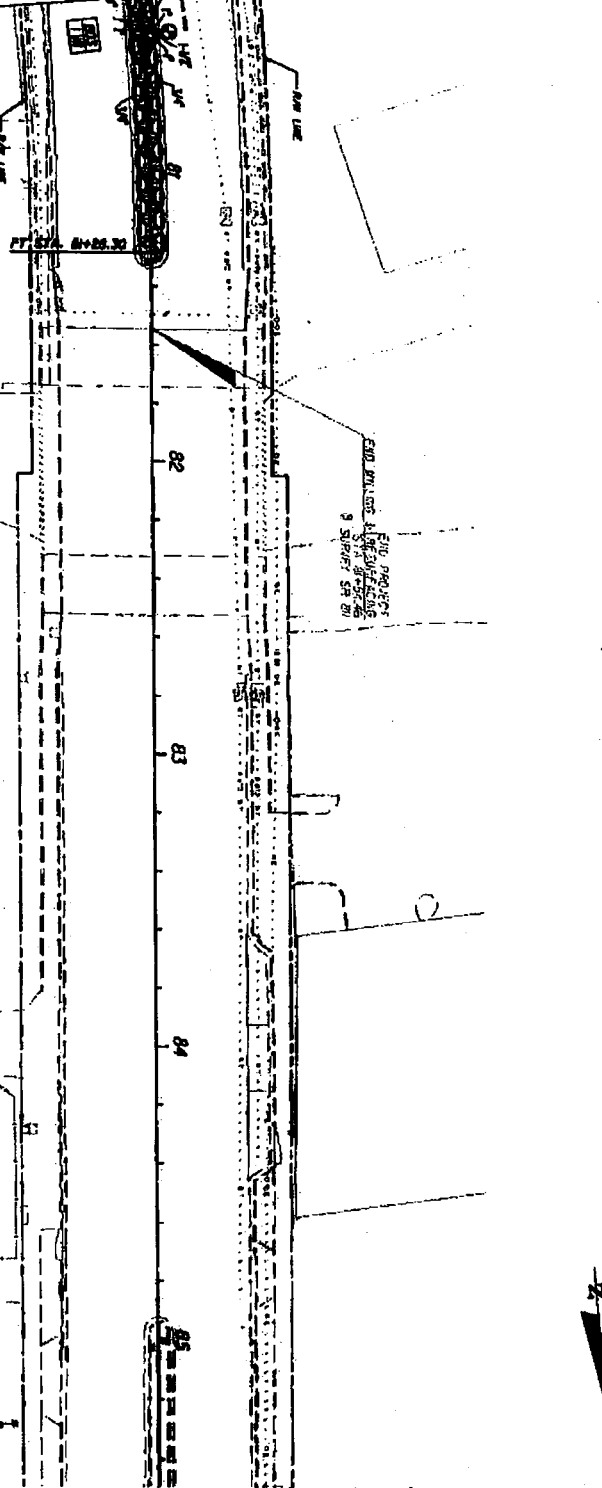
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ALL  
DETAIL SHEET

PROJECT

MATCH LINE STA. 80+40.00



The irrigation design description must be  
of each line listed in the description was inspected.  
Example 2/8 shows shows one 2 and one 8 shows  
Irrigation sleeves are to be installed per roofing plans.  
Please refer to roofing plans for exact locations.

DATE	DESIGNED BY	REVISIONS	DATE	DESIGNED BY	DATE	DESIGNED BY
<b>LAND DESIGN SOUTH</b> 1000 W. 10th St. Suite 100 Phoenix, AZ 85001			<b>STATE OF ARIZONA</b> DEPARTMENT OF TRANSPORTATION ROAD DISTRICT 8 BIRMINGHAM 228.246-1-52-01			SHEET NO. 1D-55

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