

Prepared by and return to:

Ryan Abrams  
Abrams Law Firm, P.A.  
88 SE 3<sup>rd</sup> Avenue, Suite 400  
Fort Lauderdale, FL 33316

Folio Number: 494216160010

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

THIS ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT (“Assumption Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_ 2026, by and between:

Gala Home LLC, a Florida Limited Liability Company, whose principal address is 13874 SW 40<sup>th</sup> Street, Davie, FL 33330 (“OWNER”)

and

The City of Fort Lauderdale, a Florida municipality having a principal address at 101 NE 3<sup>rd</sup> Avenue, Suite 2100, Fort Lauderdale, Florida 33301 (“CITY” or “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 at 5233 – 5249 North Powerline Road, Fort Lauderdale, FL 33309; and

WHEREAS, OWNER desires to install certain landscape and streetscape improvements (“hereinafter referred to as “Improvements”) in the right-of-way of State Road 845 (North Powerline Road), which is under the jurisdiction of the State of Florida Department of Transportation Highway System (“FDOT”); and

WHEREAS, the Improvements are proposed to be installed on State Road 845 (North Powerline Road) from Mile Post 3.772 to Mile Post 3.802 (the “Improvement Area”); and

WHEREAS, in order to permit the Improvements to be constructed in the FDOT right-of-way, FDOT requires the City to enter into an agreement entitled “Florida Department of Transportation, District 4 Landscape Maintenance Memorandum of Agreement” (“Agreement”), which is attached hereto and incorporated herein as **Exhibit “B”**; and

WHEREAS, the terms and conditions are set forth in the Agreement and impose responsibility for maintenance of the Improvements; and

WHEREAS, as a condition to CITY executing the Agreement, OWNER shall agree to assume all liabilities, obligations and responsibilities under the Agreement and agree to indemnify and hold harmless the City from any and all liability under the Agreement only for the Improvements as set forth in this Assumption of Liability and Hold Harmless Agreement (“Assumption Agreement”); and

WHEREAS, OWNER shall not be obligated to assume any maintenance responsibilities with respect to the City’s 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 the City Engineer’s designee. In the administration of this Assumption 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 Assumption 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 nor 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 Assumption 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 Improvements, or the breach or default by OWNER of any covenant or provision of the Agreement or this Assumption Agreement. 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 or this Assumption Agreement or both, it shall investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense. The City shall retain the right to select counsel of its own choosing as deemed appropriate. This indemnification shall survive termination, revocation or expiration of the Agreement and this Assumption Agreement and shall cover any acts or omissions occurring during the term of the Agreement and this Assumption Agreement.

**5. Insurance.** At all times during the term of the Agreement and this Assumption Agreement, OWNER, at its expense, shall keep or cause to be kept in effect the insurance coverages for the Improvements set forth in the Agreement and OWNER shall cause such coverage to be extended to CITY as an additional insured and shall furthermore provide Certificates of

Insurance to CITY at least fourteen (14) days prior to the commencement of the Agreement and annually thereafter on the anniversary date of the policies.

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

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

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

**7. Event of Default; Remedy.** In the event the OWNER fails to perform or violates any of the terms or conditions of the Agreement or this Assumption Agreement or is in breach or default in any term or condition thereof, the City shall notify OWNER of the specific failure or violation of this Assumption Agreement or the Agreement in writing and OWNER shall thereafter have a period of thirty (30) days to cure any such failure or violation to the City's reasonable satisfaction (an "Event of Default"). Upon an Event of Default, the City has the right 1) to take any equitable action to enforce the terms and conditions of the Agreement or this Assumption Agreement, it being stipulated by the parties that since the Agreement and this Assumption

Agreement deal with the right to use public easements and rights-of-way of FDOT used for a governmental purpose, a violation or breach of any term or condition of the Agreement or this Assumption Agreement constitutes an irreparable injury to the public and CITY for which there is no adequate remedy at law or 2) take such curative action that was required to be taken by the OWNER under the Agreement and the cost and expense incurred in CITY's curative actions shall be passed on to and owed by OWNER, in which case OWNER shall be liable for payment to CITY for all reasonable and necessary costs and expenses incurred by CITY in connection with the performance of the action or actions associated with the Improvements. OWNER shall reimburse CITY within thirty (30) days following written demand for payment thereof. Interest shall accrue on the unpaid amount at the rate of twelve percent (12%) per annum simple interest but in no event shall interest exceed the highest amount allowed by Florida law. If a dispute arises as to the need for, or amount due to the CITY for repairs or maintenance undertaken by CITY in accordance with the Agreement or Assumption Agreement, and such dispute is not resolved within thirty days (30) days after the date that CITY makes the written demand for payment, OWNER shall pay to CITY the undisputed amount and shall provide CITY with a bond or other security acceptable to CITY for the disputed amount pending a resolution of the dispute by negotiation or litigation. If OWNER does not make the payments required under this Section within the thirty (30) day period set forth herein, then CITY shall have a right to record a Claim of Lien against the Property, which Lien may be either (a) for the total amount of the fines, including all subsections thereunder, or (b) for all reasonable and necessary costs and expenses of any cure undertaken by CITY in accordance with this Section, the cost of any interim insurance policy as provided herein, and reasonable attorneys' fees and costs associated therewith. The Lien shall be effective upon the recording of a 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 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 Gala Home, LLC, Attention: Siu Pong Tse; telephone number (954) 778-9277; and e-mail address: [tsejiupong@hotmail.com](mailto:tsejiupong@hotmail.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 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: Rickelle Williams  
City Manager  
City of Fort Lauderdale  
101 NE 3<sup>rd</sup> Avenue, Suite 2100  
Fort Lauderdale, Florida 33301

With copy to: Shari L. McCartney  
City Attorney  
City of Fort Lauderdale  
1 East Broward Blvd., Suite 1320  
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: Gala Home, LLC  
ATTN: Siu Pong Tse  
13874 SW 40<sup>th</sup> St.  
Davie, FL 33330

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

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

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

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

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

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

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

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

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

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

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

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

**any rights either party may have to a trial by jury of any civil litigation related to the Agreement or this Assumption Agreement or any acts or omissions in relation thereto.**

**22. Recording.** This Assumption Agreement shall be recorded in the Public Records of Broward County, Florida, the costs of which shall be borne by OWNER. OWNER shall record this Assumption Agreement with attached exhibits and a copy of the recorded Assumption Agreement shall be provided to City and filed with the City Clerk's Office.

**23. Term.** This Assumption Agreement shall continue in full force and effect until such time as the Agreement becomes null and void by removal of the Improvements, by operation of law or in accordance with the terms of the Agreement, or is terminated by a court order or mutual agreement between OWNER, 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 with written notice to the City of such assignment and delivery of a copy of the written assumption of responsibilities executed by the assignor and recorded in the Public Records of Broward County, Florida.

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

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

(SIGNATURES TO FOLLOW)



**AS TO CITY:**

ATTEST:

CITY OF FORT LAUDERDALE

\_\_\_\_\_  
David R. Soloman, City Clerk

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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(SEAL)

By: \_\_\_\_\_  
Rickelle Williams, City Manager

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Approved as to form and correctness:  
Shari L. McCartney, 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 \_\_\_\_\_, 2026, by **Dean J. Trantalis**, Mayor of the City of Fort Lauderdale, a Florida municipality. 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 \_\_\_\_\_, 2026, by Rickelle Willams, City Manager of the City of Fort Lauderdale, a Florida municipality. She 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

*This instrument was prepared by:*

Mark Allsworth, Esq.  
Doumar, Allsworth, et al  
1177 Southeast Third Avenue  
Fort Lauderdale, Florida 33316-1197

Parcel ID Number: 4942-16-16-0010

**WARRANTY DEED**

**THIS INDENTURE**, Made effective on July 23, 2018 A.D., **Between** SANTONI-WOLLMAN, L.C., a dissolved Florida limited liability company, whose address is 5820 Pulaski Hwy, Baltimore, MD 21205 of the County of Baltimore, State of Maryland, **Grantor**, and GALA HOME LLC, a Florida limited liability company, whose address is: 13874 SE 40 Street, Davie, FL 33330 of the County of Broward, State of Florida, **Grantee**.

**WITNESSETH** that the Grantor, for and in consideration of the sum of TEN & NO/100 (\$10.00) Dollars, and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee and Grantee's heirs and assigns forever, the following described land, situate, lying and being in the County of Broward, State of Florida, to wit:

Parcel A of the LJB PLAT, according to the Plat thereof, recorded in Plat Book 122, Page 10 of the Public Records of Broward County, Florida, LESS the East 10 feet thereof, formerly known as:

The East 170 feet of Lot 18 of PINE RIDGE ACRES, according to the Plat thereof, recorded in Plat Book 28, Page 3 of the Public Records of Broward County, Florida, LESS the South 18 foot easement for ingress and egress to N.W. 9th Avenue, Fort Lauderdale, Florida; together with the right to use in perpetuity that certain ingress and egress easement over the South 18 feet of the subject property as described in that certain instrument recorded in Official Records Book 2276, Page 894 of the Public Records of Broward County, Florida.

a/k/a 5233 - 5249 Powerline Road, Ft. Lauderdale, FL 33309

SUBJECT TO:

- (1) Comprehensive land use plans, zoning and other land use restrictions, prohibitions and requirements imposed by governmental authority;
- (2) Restrictions and matters appearing on the Plat or otherwise common to the subdivision;
- (3) Outstanding oil, gas and mineral rights of record, if any, without right of entry;
- (4) Unplatted public utility easements of record; and

(5) Taxes for the 2018 tax year and subsequent years.

and the Grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

Grantor is a dissolved Florida Limited Liability Company, and as such, Robert Wollman, and Bernice C. Santoni, as the Trustee of the George J. Santoni Revocable Trust u/t/d May 24, 2000 as amended, are all of the last Managers and all of the remaining Members of Grantor, and this conveyance is for the purpose of winding up the business and affairs of the Grantor.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

SANTONI-WOLLMAN, L.C., a dissolved Florida limited liability company

Jodi Rubin

By: [Signature]  
Robert Wollman, Manager

#1 Witness

Printed Name: Jodi RUBIN

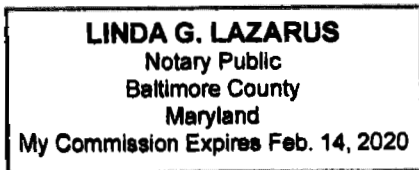
Linda Lazarus

#2 Witness

Printed Name: Linda Lazarus

STATE OF MARYLAND )  
 )  
 ) SS  
COUNTY OF Baltimore )

The foregoing instrument was sworn to, subscribed and acknowledged before me on July 19, 2018, by Robert Wollman, Manager of Santoni-Wollman, L.C., a dissolved Florida limited liability company.



NOTARY PUBLIC:  
[Signature]  
Print: Linda Lazarus  
State of Maryland at Large (Seal)  
My Commission Expires:

Personally Known or \_\_\_\_\_ Identification Produced  
Type of identification produced: \_\_\_\_\_



**Exhibit B**

**Florida Department of Transportation District 4  
Landscape Maintenance Memorandum of Agreement**

SECTION: 86065000  
PERMIT: 2025-L-491-00014  
COUNTY: BROWARD  
STATE RD: 845

**FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT 4  
LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2026, by and between the **DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the **DEPARTMENT** and the **CITY OF FORT LAUDERDALE**, a municipal corporation, existing under the Laws of Florida, hereinafter called the **AGENCY**.

**WITNESSETH:**

**WHEREAS**, the DEPARTMENT has jurisdiction over **STATE ROAD 845 (N. Powerline Road)** as part of the State Highway System; and

**WHEREAS**, as part of the continual updating of the State 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"**, within the corporate limits of the AGENCY; and

**WHEREAS**, the AGENCY seeks to install by permit and maintain certain landscape improvements within the right of way of **STATE ROAD 845 (N. Powerline Road) from M.P. (3.772) to M.P. (3.802)** as described in **Exhibit "B"**; and

**WHEREAS**, the AGENCY is agreeable to maintaining those landscape improvements within the AGENCY'S limits, including plant materials, irrigation systems and/or hardscape (such as specialty surfacing, site furnishings, or other nonstandard items (if applicable), but excluding standard concrete sidewalk). The AGENCY agrees that such improvements shall be maintained by periodic mowing, fertilizing, weeding, litter pick-up, pruning, necessary replanting, irrigation repair and/or repair/replacement of the specialty surfacing, 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. \_\_\_\_\_, dated \_\_\_\_\_, 2026, attached hereto as **Exhibit "D"** 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 recitals set forth above are true and correct and are deemed incorporated herein.

SECTION: 86065000  
PERMIT: 2025-L-491-00014  
COUNTY: BROWARD  
STATE RD: 845

## 2. INSTALLATION OF FACILITIES

The AGENCY shall install and agrees to maintain the *landscape improvements* described herein as: plant materials, irrigation and/or hardscape on the highway facilities substantially as specified in plans and specifications hereinafter referred to as the Project(s) and incorporated herein as **Exhibit "B"**. *Hardscape* shall mean, but not be limited to, any site amenities such as landscape accent lighting, bike racks, fountains, tree grates, decorative free-standing walls, 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 (g) 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 (g) below) and the AGENCY shall be responsible for all associated fees for the installation and maintenance of these utilities.
- (g) The AGENCY shall provide the local *FDOT Operation Center located at a 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.

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- (h) 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)*.
- (i) 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*.
- (j) 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.
- (k) Clear Zone Lateral Offset and as specified in the *FDOT Design Manual*; Chapter 215 must be adhered to.
- (l) Landscape improvements shall not obstruct roadside signs or permitted outdoor advertising signs, (see Florida Administrative Code [F.A.C.] Rule Chapter 14-10.)
- (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 Public Information Officer (see telephone number in paragraph (g) for Operation Center) shall also be notified.
- (n) The AGENCY shall be responsible for ensuring no impacts to utilities will occur 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 relating to landscape improvements.

### 3. MAINTENANCE OF FACILITIES

The AGENCY agrees to maintain the landscape improvements, as existing and those to be installed, within the physical limits described in **Exhibit "A"** and as further described in **Exhibit "B"**. The non-standard improvements within and outside the traveled way shall be maintained by the AGENCY regardless if the said improvement was made by the DEPARTMENT, the AGENCY, or others authorized pursuant to Section 7, by periodic mowing, pruning, fertilizing, weeding, curb and sidewalk edging, litter pickup, necessary replanting, irrigation system repair and/ or repair of any median concrete replacement associated with specialty surfacing (if applicable) following the DEPARTMENT'S landscape safety and maintenance guidelines, **Exhibit "C"**, the Maintenance Plan. The AGENCY'S responsibility for maintenance shall include all

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landscaped, turfed and hardscape areas on the sidewalk or within the medians and areas outside the traveled way to the right of way and/or areas within the traveled way containing specialty surfacing. The AGENCY shall be responsible for all maintenance and repairs to FDOT sidewalks directly attributable to tree roots or other AGENCY-maintained improvements. It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway caused by the differential characteristics of non-standard traveled way surfacing and the header curb and concrete areas (if applicable) on DEPARTMENT right of way within the limits of this Agreement.

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

- (a) If it becomes necessary to provide utilities (water/electricity) to the medians or areas outside the traveled way to maintain these improvements, all costs associated with such utilities are the maintaining AGENCY'S responsibility.

The Agency shall be directly responsible for:

- i. Impact and connection fees.
- ii. The on-going cost of utility usage for water and electricity.

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

#### **4. DEPARTMENT ACCESS TO FACILITIES**

The DEPARTMENT will periodically need access to various features within the limits of this Agreement. Upon request of the DEPARTMENT, the AGENCY will have 14 calendar days to provide access to the items noted by the DEPARTMENT. This may require temporary or permanent removal of improvements such as hardscape, landscape or other items conflicting with the items to which the Department needs access.

Should the AGENCY fail to remove or relocate items as requested, the Department may:

- (a) Remove conflicting improvements or any portion thereof.
- (b) Restore the area with any material meeting Department standards.
- (c) Restore the improvements at the request and funding of the AGENCY.

#### **5. NOTICE OF MAINTENANCE DEFICIENCIES**

- (a) If at any time after the AGENCY has undertaken the responsibility for installation and/or maintenance of the landscape improvements, it comes to the attention of the DEPARTMENT'S District Secretary that the limits, or any part thereof, are not being properly maintained pursuant to the terms of this Agreement, the District Secretary, may at his/her option, issue a certified written notice of existing deficiency or deficiencies to the AGENCY, thereby placing the AGENCY on notice. Thereafter, the AGENCY shall have a period of thirty (30) calendar days to correct the cited deficiencies. If the deficiencies are not corrected within this time period, the DEPARTMENT may, at its option, proceed as follows:
  - i. Perform maintenance of the AGENCY-installed landscape improvements or any part thereof, using DEPARTMENT or Contractor personnel and invoice the AGENCY for expenses incurred; and/or
  - ii. Remove the landscape improvements, or any part thereof, under this Agreement or any preceding Agreements, using DEPARTMENT or Contractor personnel, and invoice the AGENCY for expenses incurred; and/or
  - iii. Terminate this Agreement in accordance with Paragraph 9 of this Agreement.
- (b) If the landscape improvements fail to be maintained in accordance with the terms and conditions of this Agreement, the AGENCY shall reimburse the DEPARTMENT for all monies expended by the DEPARTMENT in order to address the issue of non-compliance.

## 6. FUTURE DEPARTMENT IMPROVEMENTS

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

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

## 7. FUTURE AGENCY IMPROVEMENTS

The AGENCY may construct additional landscape improvements within the limits of this Agreement, identified in **Exhibit "A"**, subject to the following conditions:

- (a) Plans for any new landscape improvements shall be subject to approval by the DEPARTMENT. The AGENCY shall not change or deviate from said plans without written approval by the DEPARTMENT.
- (b) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- (c) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional landscape improvements it chooses to have installed and there will be no cost to the DEPARTMENT.

## 8. 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"** 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.

## **9. AGREEMENT TERMINATION**

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

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

## **10. AGREEMENT TERM**

The term of this Agreement commences upon execution by all parties and shall remain in effect for the duration of the improvements or until this Agreement is terminated by either party in accordance with Paragraph 9.

## **11. LIABILITY AND INSURANCE REQUIREMENTS**

- (a) With respect to any of the AGENCY'S agents, consultants, sub-consultants, contractors and/or sub-contractors, such party in any contract for the landscape improvements shall agree to indemnify, defend, save and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, subconsultants and/or subcontractors. The AGENCY shall provide the DEPARTMENT with written evidence of the foregoing upon the request of the DEPARTMENT. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the DEPARTMENT for its own negligence.
- (b) In the event that the AGENCY should contract with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:
  - i. AGENCY'S contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of \$500,000.00 per Liability. Coverage must be afforded on a form that is no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office. The AGENCY and DEPARTMENT shall be named as additional insured on such policies.
  - ii. AGENCY'S contractor shall furnish AGENCY with Certificates of Insurance of Endorsements evidencing the insurance coverage specified herein prior to the beginning performance of work under this Agreement.

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- iii. Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of AGENCY'S contractor is completed. All policies must be endorsed to provide the DEPARTMENT with at least thirty (30) day notice of cancellation and/or restriction. If any of the insurance coverage will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.

## **12. E-VERIFY REQUIREMENTS**

The AGENCY shall:

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

## **13. SUPERSEDED AGREEMENTS**

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

## **14. FISCAL TERMS**

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

## **15. DISPUTES**

The DEPARTMENT'S District Secretary shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount, and value thereof; and his decision upon all claims, questions, and disputes shall be final and conclusive upon the parties hereto.

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**16. ASSIGNMENT**

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

**17. LAWS GOVERNING**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The AGENCY agrees to waive forum and jurisdictional venue. The DEPARTMENT shall determine the forum and venue in which any dispute under this Agreement is decided.

**18. NOTICES**

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

**If to the DEPARTMENT:**

Florida Dept. of Transportation  
3400 West Commercial Blvd.  
Ft. Lauderdale, FL 33309-3421  
Attn: Kaylee Kildare  
District 4 Landscape Manager

**If to the AGENCY:**

City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale FL 33301  
Attn: Raymond Meyer  
Title: Urban Engineer II

**19. LIST OF EXHIBITS**

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

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

**CITY OF FORT LAUDERDALE**

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

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

BY: \_\_\_\_\_  
City Manager, Rickelle Williams

Attest: \_\_\_\_\_  
David R. Soloman  
City Clerk

(SEAL)

Legal Approval: \_\_\_\_\_

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**STATE OF FLORIDA**  
**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
John P. Krane, P.E. (or designee)  
Director of Transportation Development

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

Attest: \_\_\_\_\_  
Alia Chanel (or designee)  
Executive Secretary

Legal Review: \_\_\_\_\_  
Pamela G. Eidelberg (or designee)  
Assistant General Counsel, District 4

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**EXHIBIT A**

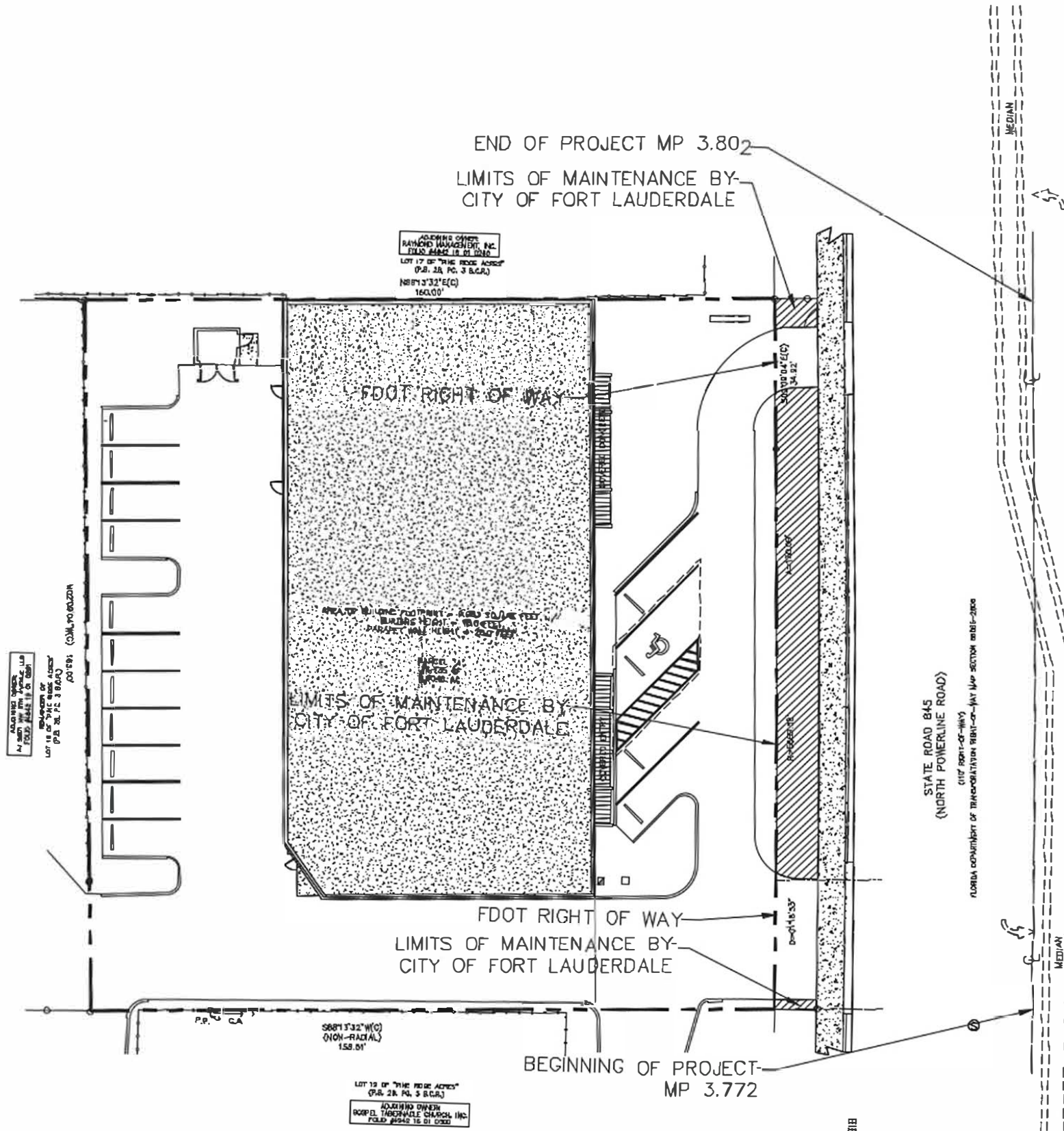
**LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES**

**I. LIMITS OF MAINTENANCE FOR LANDSCAPE IMPROVEMENTS:**

State Road 845 (N. Powerline Road) from M.P. (3.772) to (M.P. 3.802)

**II. LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES:**

*\*See attached map*



 LIMITS OF MAINTENANCE BY THE CITY OF FORT LAUDERDALE



LANDSCAPE IMPROVEMENTS  
 MAINTENANCE BOUNDARY MAP  
 CITY OF FORT LAUDERDALE  
 STATE ROAD 845  
 DATE: 1-15-26

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**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: Carol B. Perez, RLA  
AGTLand

Date: January 15, 2026



**1. GENERAL CONDITIONS**

**A. SCOPE**

- Contractor shall furnish labor, equipment, and materials required to perform all work necessary for the construction of the project as indicated in the drawings. Such work includes but is not limited to the following:
  - Final grading of planting areas.
  - Planting.
  - Sodding (if required).
- Contractor shall have a competent representative of the site who shall be capable of reading and understanding plans, specifications, and other contract documents. The representative shall be knowledgeable in all areas of landscape construction in Florida.
- Contractor shall be responsible for knowledge of the contents of these specifications and the requirements of any accompanying drawings.

**B. DRAWINGS**

The drawings and plant lists together with these written specifications shall be considered as one contract document and shall be accordingly read together. The drawings and specifications remain the property of the Landscape Architect and, if required, shall be returned to him upon completion of the work. The contractor shall keep one copy of the drawings and the specifications of the construction site for the use of the Landscape Architect, Owner, and their representatives.

**C. REQUIREMENTS OF REGULATORY AGENCIES**

- Perform work in accordance with all applicable codes, laws, and regulations required by authorities having jurisdiction over such work and provide for all inspections and permits required by Federal, State, and local authorities in furnishing, transporting and installing materials.
- Inspection required by law for transportation shall accompany invoices for each shipment of plants. File copies of certificates with Landscape Architect or Owner after acceptance of material. Inspection by Federal or State Departments of State Plant Board of Florida, must be graded Florida No. 1 or greater, except where noted in the contract documents. Plants shall be graded before pruning. Any necessary pruning shall be done after planting, and with the consent of the Landscape Architect or Owner. Plants which do not meet the requirements will not be accepted.

**D. PROTECTION OF WORK AND PROPERTY**

- Contractor is responsible for maintaining adequate protection of the work from injury and loss resulting from the execution of this contract. He must make good of repairs and replacements to the satisfaction of the Landscape Architect or the Owner except where caused by the Owner or his agents. He must provide all safety or protective measures required by public authorities or local conditions.
- Existing plant material to remain must be protected by barriers or fences at the drop line surrounding the material. No burning, storage, or parking shall be permitted within these protected areas. Contractor shall notify the Landscape Architect or Owner of any situation he feels may damage the existing plants to remain in the normal execution of the contract. Do not proceed with such work until directed by the Landscape Architect or Owner. Contractor damaged plants shall be replaced with plants of a same species, size and quality as those damaged at no cost to the Owner. The Landscape Architect shall determine the extent and value of the damaged plants.

**E. CHANGES IN THE WORK**

- The Owner reserves the right to make changes in the work and thereby change in the cost of the work within the conditions of the original contract. All changes shall be in written form and once accepted, shall become a part of the contract documents.
- The Contractor shall not begin any work on extras or changes from the contract document before written approval has been given by the Owner or Owner's representative. Any work done prior to such written approval may or may not be paid for, at the discretion of the Owner.

**F. OWNER'S RIGHT TO DO WORK**

The Owner reserves the right, upon two (2) days written notice to the Contractor to remedy any neglected provisions of the contract and to deduct the cost of the work or deficiencies from the contract payments.

**G. SURFACE AND SUBSURFACE OBSTRUCTIONS**

It is the Contractor's responsibility to ascertain himself with the existence and location of all surface and subsurface structures and installations, existing or proposed, before commencing work. Any damage by the Contractor during the execution of this contract shall be made good at the Contractor's own time and expense. If subsurface construction or obstructions are encountered during planting, alternate locations may be selected by the Landscape Architect or Owner.

**H. OWNER'S RIGHT TO TERMINATE**

Should the Contractor at any time fail, refuse, or neglect to comply with the provisions of the contract, the Owner or his representative may, without prejudice to any other rights or remedy and after having given seven (7) days written notice to the Contractor, terminate the contract and take possession of the premises. The cost of completion will be deducted from the amount of the contract.

**I. COORDINATION OF WORK**

Coordinate and cooperate with other contractors to enable the work to proceed as rapidly and efficiently as possible.

**J. INSPECTION OF SITE**

- Contractor shall visit the site and inspect site conditions as they exist prior to submitting bid.
- No additional compensation shall be paid for any objection of the contract to be granted because of lack of knowledge of the site or of the conditions under which the work will be accomplished.

**II. PLANTING SPECIFICATIONS**

**A. PLANT MATERIALS**

- Plants shall be nursery grown in accordance with good horticultural practice under climatic conditions similar to those of the project, unless otherwise noted.
- Quantities, sizes, and spacing will be determined by the drawings and specifications. Where discrepancies exist, the Landscape Architect or Owner is to be notified for clarification. Contractor shall be responsible for completing installation as called for in the plant, plant lists and specifications.

**B. ABBREVIATIONS ON PLANT LIST**

**B&B** - Balled and burlapped. Plants shall be dug with a firm natural ball of earth of sufficient size to encompass the fibrous root system necessary for recovery of the plant. Broken or loose balls will not be accepted.

**G** - One (1) gallon container.

**R.C.** - Rooted cutting. A cutting which has callused and produced roots. Applied equally to cuttings rooted in a propagation bed or in individual containers.

**C.O.** - Caliper of trunk measured four (4) feet above the ground.

**C.T.** - Clear trunk. Measurement from top of root level to first branching.

**C.W.** - Dry wood area on stems between ground level and base of trunk.

**O.A.H.T.** - Overall height from ground level to midpoint of current season's growth.

**S.P.R.** - Spread measured across the average diameter of plant.

**O.C.** - On center. Horizontal spacing of plants center to center.

**P.P.P.** - Plants per pot.

Container sizes are only a guide. Contractor is responsible for size and quantity of plant material as specified. No container material shall be re-used. Where B&B material is specified, container material will not be accepted without written consent of Landscape Architect or Owner.

**C. QUALITY AND SIZE**

Plants shall have a habit of growth which is normal for the species and shall be free from physical damage, insects or pests, and adverse conditions that would prevent thriving growth. Measurements specified in the plant list are the minimum acceptable sizes. All plant materials used shall be true to name and size in conformance with the Grades and Standards for Nursery Plants, State Plant Board of Florida, must be graded Florida No. 1 or greater, except where noted in the contract documents. Plants shall be graded before pruning. Any necessary pruning shall be done after planting, and with the consent of the Landscape Architect or Owner. Plants which do not meet the requirements will not be accepted.

**D. SUBSTITUTIONS**

No substitutions shall be accepted without the written consent of the Landscape Architect, Owner or their representatives. Proof must be submitted that the plant in question is not available in the type or size specified. The Landscape Architect or Owner shall determine the nearest equivalent replacement.

**E. TRANSPORTATION AND STORAGE**

All plant material shall be protected from possible injury or breakage of branches. All plants shall be delivered adequately covered to prevent windburn, drying, or damage. Plants which are not to be planted immediately shall be adequately stored in a cool and protected from the drying of sun and wind. All plants shall be watered as necessary until planting. Storage period shall not exceed 72 hours. All plants shall have their buds well wrapped in plastic to remain in place until the tree is well established in its new location. This material shall be removed with the consent of the Landscape Architect or Owner. Trees moved by areas or which shall be adequately protected from chain marks and grinding by approved methods.

**F. INSPECTION**

No plant material shall be planted until it is inspected and approved by the Landscape Architect, Owner, or their representative. Contractor shall give the Landscape Architect or Owner two (2) days notice for inspection of plant material. Inspection may be waived at the discretion of the Landscape Architect or Owner. In which case, the Contractor will still be responsible for complying with all specifications. Contractor shall be responsible for all inspections of plant material that may be required by State or Federal authorities and inspection certificates shall be submitted to the Landscape Architect or Owner. Rejected material shall be replaced at no cost to the Landscape Architect, at his discretion, may tag any or all plant material in the nursery.

**G. PLANTING SOIL**

Planting soil shall consist of fertile, friable soil of a sandy loam nature and shall be derived from 50% minimum amount of decomposed organic matter (muck or peat) and 50% clean sand with no trace of salinity. There must be a slight acid reaction to the soil. Planting soil shall be free from stones, plants, roots, clods, stumps and other foreign material which might be a hindrance to planting operations or be detrimental to good plant growth. Planting soil shall be applied in accordance with the Methods of Installation and details.

**H. MULCH**

Mulch shall be approved (as per Municipality) non-toxic, mulch, unless otherwise specified, and shall be free of weeds, weed seeds, sticks and other foreign materials. It shall be applied to a minimum three (3) inch depth, unless otherwise specified, and installed at the time of application to prevent weed displacement.

**I. COMMERCIAL FERTILIZER**

Commercial fertilizer shall be an organic fertilizer containing equal percentages of nitrogen, phosphoric acid and potash as available plant food by weight. 50% of the nitrogen shall be derived from natural organic sources. The trace elements of iron and molybdenum must also be present. The minimum analysis acceptable shall be 8N-16P-16K. Fertilizer shall be dry, free flowing, and delivered to the site in unopened original containers, with bearing the manufacturer's guaranteed analysis. If nitrogenous with trace elements is to be used, application rates are as follows:

Trees:	12 lbs./2'-3" caliper tree
7gal + :	4 lbs./container
Spill:	1 lb./container
3rd. Care:	5 lbs./container
4" Pot:	25 lbs./container
Groundcover Beds:	10 lbs./100 sq. ft.

Fertilizer shall be spread before laying mulch and at the above recommended rates, unless otherwise specified. If plant labels are called for, they shall be Agriform 20-10-5 formula, 21 gram tablets. Tablets shall be placed mid-way to the plant ball in the back of material and at manufacturer's rate, unless otherwise specified.

**J. WATER**

Water is to be furnished by the Owner. The Contractor shall transport as required.

**K. SOIL (WHEN APPLICABLE)**

Soil shall be one year old and of the variety indicated in the plant list. Soil shall be dense, vigorous, and granular, with the grass having been mowed at least three times at a 2-1/2" height before lifting from the field. Soil shall have a good root development and compact growth and contain no weeds, vermin, fungus, or other diseases. No soil shall be used which is not certified as being free of the Imported fire ant. All sticks, stones, and other foreign material over one inch in diameter shall be removed from the top 2" of soil. Grade areas to be sodded so that the top of sod will be the finished grade. Sod shall be laid with closely butting joints with a tamped or rolled even surface. Avoid a continuous seam along the line of your row in sods. Place sod at right angles to slope. All sod edges shall be neat and even and conform to the angles of the planting plans. Rollins may be required at the discretion of the Landscape Architect or Owner. If the Landscape Architect or Owner determines that top-dressing is required after rolling, clean sand will be evenly applied over the entire surface thoroughly worked in, and top-dressing shall be done at no extra cost to the Owner.

**L. SEED (WHEN APPLICABLE)**

Grass seed shall be of the mixture called for in the plant list. It shall be a standard grade seed of the current or just past crop. Seed which has become wet, moldy, or otherwise damaged will not be accepted. Seed must come in unopened packages with the producer's guaranteed analysis attached. Seed seed content shall not exceed 92%. Before any planting, the ground shall be plowed or scarified to a depth of 4 inches and shall be raked and smoothed evenly to establish a final grade. All sticks, and other foreign material over one inch in diameter shall be removed. Contractor shall use the Hydramulch seeding method and supply all material and equipment necessary to perform the specified work. Seed shall be applied at a rate of 2-3 pounds per 1000 sq. ft. (80-100 lbs./acre), which shall be "Save First" processed seed free of septoria and applied at the rate of 50 lbs./acre. All materials shall be uniformly blended in an agitating system using clean water and applied uniformly at the rate specified. Contractor shall be responsible for proper watering of the seeded areas in order to avoid runoff, and watering for proper growth until the grass is established. Contractor shall repair erosion caused by excessive rainfall or watering of the seeded areas to the Owner. Any areas which are damaged or not germinate within the first thirty (30) days shall be re-seeded and maintained until grass is established. Grass shall be vigorous and healthy and coverage shall be at least 55% prior to final acceptance.

**II. METHODS OF INSTALLATION**

**A. LAYOUT**

Location of plants and layout of all beds are indicated on the plans. Plant locations are to be staked in the field by the Contractor. Landscape Architect or Owner will check staking of plants in the field and shall refer to the installation before planting begins. Where surface or subsurface obstructions are encountered or where changes have been made in construction, necessary adjustments will be approved by the Landscape Architect or Owner.

**B. EXCAVATION FOR PLANTING**

Planting holes shall be excavated to a minimum depth of four (4) inches deeper than the depth of the root ball except for trees over 10 feet in height (see section II, C). Holes shall be a minimum of six (6) inches greater in diameter than the root ball for shrubs and eighteen (18) inches greater in diameter for trees. All existing vegetation, including sod, shall be completely removed from all planting beds before planting. Four (4) inches of planting soil shall be incorporated into all planting beds for rooted cuttings. Where applicable, planting holes for all trees, shrubs, and groundcovers shall be excavated through any compacted building subgrade or road rock to undisturbed subsoil or clean sand fill. All excess excavation material shall be removed from the site by the Contractor. Holes shall be back-filled with planting soil as defined in Section II, G and as shown in details. The following is a guide for planting soil quantities:

Trees - 10' or greater	9 cu. ft.
Trees - 8' ht.	6 cu. ft.
Large	1 cu. ft.
3rd Can	1 cu. ft.
Spill Can	25 cu. ft.
Pot	125 cu. ft.

Ground Cover - 4" mixed into entire bed  
Quantities of planting soil needed may be greater if excavation of building subgrade or roadrock is necessary.

**C. SETTING TREES AND SHRUBS**

All trees and shrubs are to be planted plumb on four (4) inches of planting soil and centered in the planting hole as to give the best appearance in relation to adjacent plants and structures. Trees over ten (10) feet in height shall be planted directly on the undisturbed subgrade. The finished grade level of the plant after settlement shall be the same as that of which the plant was grown. Rootballs on container grown material shall be certified to prevent a root-bound condition. When the plant holes have been backfilled approximately 2/3 full with planting soil, water thoroughly, saturating material, before installing. remainder of planting soil to top of hole, eliminating all air pockets. After settlement, add planting soil to the level of the finished grade, allowing three (3) inches for mulch. Form a shallow saucer around each plant by forming a ridge of soil along the edge of the planting hole. All Subsoil materials are to be planted in sand. Water all plants immediately after planting.

**D. PRUNING**

Remove dead and broken branches from all plant material. Prune with sharp instrument flush with trunk or branch so as to leave no stubs. Prune to retain typical growth habit of the particular species. Prune cuts over 1/2" in diameter with a waterproof antiseptic tree paint.

**E. STAKING AND GUYING**

Staking and guying of trees, where specified, is an option to be used by the Contractor, who will be responsible for material remaining plumb and straight for all given conditions through the guarantee period. The Landscape Architect, Owner or Owner's representative may require that a tree or trees be staked or guyed if the tree(s) are obviously unstable or pose a threat to person or property if they should fall. Tree support, if required by Landscape Architect or Owner, shall be done according to staking details provided. Staking and guying shall be done at no extra cost to the Owner. No method of support shall be permitted which causes physical damage to the plant. Any method of staking or guying not shown must be approved by the Landscape Architect.

**F. MULCHING**

All tree and shrub beds shall be mulched immediately after planting to a three (3) inch depth and thoroughly watered down. Unless otherwise specified, the following configurations will apply:

- Trees and Palms: 3" diameter ring
  - Hedges: 3" wide bands
  - Shrub masses: continuous bed extending 2' outside of plants, in configurations shown on plans
- Ground cover beds: entire surface (mulching of certain ground cover plants may be waived by Landscape Architect)

**G. FINISH GRADES**

- Finish grades for all sod areas after settlement shall be 1/2" below top of adjacent curbs, walls, walls, and abutments.
- Finish grade of all ground cover beds after mulching and settling shall be 1/2" below finish grade of adjacent curbs, walls and walls.
- Finish grading shall include the removal of all surface rock and other debris that prevents a smooth level surface.

**H. CLEANUP**

All areas shall be kept clean and orderly as the work progresses. Upon completion of planting, all excess deleterious materials and debris shall be removed from the site or disposed of as directed by the Landscape Architect or Owner. All tops and limbs shall be removed from trees and shrubs.

**I. MAINTENANCE**

A maintenance period shall begin immediately after each plant is planted and shall continue until all planting has passed final inspection and acceptance. Maintenance of new planting shall consist of watering, cultivating, weeding, mulching, regrading, regrading and lightening pits, resulting plants to proper grade and positions, removal of dead material, reorientation of planting sources, maintaining any barriers or fences, and any other necessary operations. Any damage caused by the planting operation shall be repaired promptly. All trees and shrubs material shall be deep watered for a period of least twenty one (21) days after installation and at least once every other day during the (21) day period.

**IV. FINAL INSPECTION AND ACCEPTANCE**

- Inspection of work to determine completion of contract, but evidence of the replacement of plant materials under the Warranty Period, will be made by the Landscape Architect or Owner at the conclusion of all planting and at the written request of the Contractor.
- The Contractor will be notified by the Landscape Architect or Owner of the acceptance of all plant material and performance, exclusive of the possible replacement of plants subject to Warranty.

**V. WARRANTY PERIOD AND REPLACEMENT**

- The Contractor, as part of the contract, shall guarantee all materials, performance, and plant materials for a period of twelve (12) months from the time of final acceptance. Exception: sod shall be guaranteed for thirty (30) days. Guarantees shall apply to the position, health, growth, condition, and specified size and quality of all plant material.
- The guarantee shall be null and void for plant material that is damaged or dies as a result of freeze, hot or hurricane-force winds, provided the material was properly planted and in a healthy growing condition prior to such acts of Nature. The Contractor shall not be held responsible for injuries due to neglect by Owner or acts of vandalism during the Warranty Period.
- During, or at the end of the Warranty Period, any plant that is dead or not in satisfactory condition, as determined by the Landscape Architect or Owner, shall be replaced by the Contractor at no cost to the Owner. The cost of replacement shall be shared equally by the Owner and the Contractor, should the replacement not survive, unless the plants have not been planted in accordance with previous specifications as determined by the Landscape Architect or Owner. All replacements shall be furnished and planted as specified herein.
- The Warranty Period for replaced plant material shall commence on the date of acceptance of the replaced item(s) of plant material.

**VI. APPENDIX**

All details apply to sections specified in the contract documents and Owners are to be considered a part of the contract.

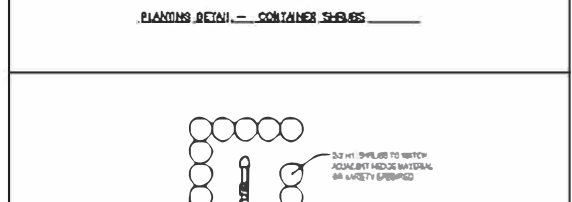
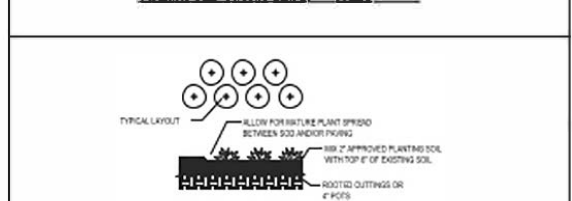
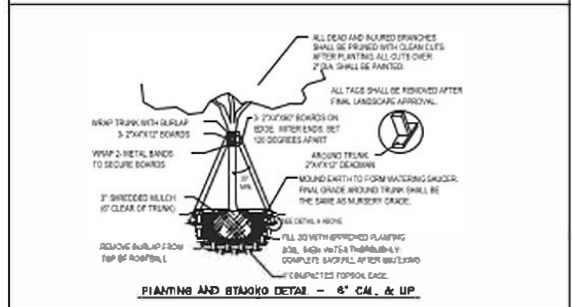
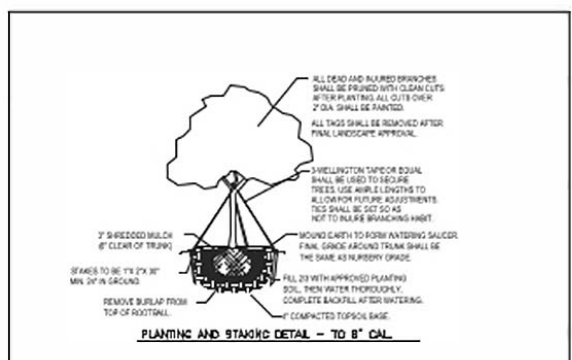
**SITE RESTORATION**

The contractor shall remove all excess material and shall clean up and restore the site to its original condition or better. All damage, as a result of work under this Contract, done to existing structure, pavement, driveway, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, utility poles, utility pipe lines, conduits, drains, catch basins, flagstones, rockwork, graveled or stabilized areas or driveways and including all obstructions not specifically named herein, shall be repaired and restored to a condition acceptable to the Landscape Architect or Owner.

**CONTRACTOR TO CHECK DRAWINGS AND DATA**

The Contractor shall verify all dimensions, quantities, locations, materials and details shown on the Drawings, supplementary drawings, schedules or other data received from the Landscape Architect, and shall notify him of all errors, omissions, conflicts and discrepancies found therein. Failure to discover or correct errors, omissions or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction, or improper operation resulting therefrom nor from receiving such condition at his own expense. He will not be allowed to take advantage of any error or omission, as full instructions will be furnished by the Landscape Architect or Owner, should any error or omission be discovered. All schedules are given for the convenience of the Owner, Landscape Architect and Contractor and are not guaranteed to be complete.

CALL 48 HOURS BEFORE YOU DIG.  
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SUNSHINE STATE ONE CALL OF FLORIDA, INC.



**PROJECT**  
TOP SHOTTAS GUN STORE  
5233 - 5249  
NORTH POWERLINE ROAD  
FORT LAUDERDALE, FL

**TITLE**  
LANDSCAPE NOTES  
& DETAILS

PROJ. NO.	
FILE NAME	
VS/AGT DRAWN	
DATE	05.30.23
FDOT REV	12.16.23
REV.	1.15.28 FDOT 2ND REV.



**SECTION: 86065000**  
**PERMIT: 2025-L-491-00014**  
**COUNTY: BROWARD**  
**STATE RD: 845**

**EXHIBIT C**

**MAINTENANCE PLAN FOR LANDSCAPE IMPROVEMENTS**

This Exhibit forms an integral part of the LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the Florida Department of Transportation and the AGENCY.

*\* Please see attached*

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PERMIT: 2025-L-491-00014  
COUNTY: BROWARD  
STATE RD: 845

**MAINTENANCE PLAN**  
**Landscape Improvements**

**Project State Road No(s):** SR 845 (N. Powerline Road)  
M.P. 3.772 to M.P. 3.802

**Permit No.:** 2025-L-491-00014

**RLA of Record:** Carol Perez, Agtland

**Maintaining Agency:** City of Fort Lauderdale

**Date:** January 28, 2026

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**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 overspray 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 that 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.

**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.

**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.

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### **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 should 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 grassy 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, as 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.

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### **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.

### **LANDSCAPE ACCENT LIGHTING**

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.

### **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 TRAVELED WAY 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*.

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### **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.

### **ARTIFICIAL OUTDOOR TURF/SYNTHETIC GRASS (IF APPLICABLE)**

Artificial turf, or synthetic grass, shall be maintained in a clean condition and brushed free from the accumulation of debris. Spills and stains must be promptly addressed to prevent permanent discoloration, staining, and/or damage to the surface. Animal waste must be promptly removed and disinfected to prevent staining, odors, and/or compaction through the material.

The area should be regularly inspected for infill replacement, signs of wear, tearing, seam separation, or other forms of damage. When such conditions are observed, appropriate remedial action must be taken in a timely manner. The minimal standard of care shall include repairs using seaming tape and adhesive. If damage is significant, professional removal and installation with like-kind synthetic material or sod (live grass) shall be required.

### **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.

### **TREE GRATES**

The Agency is required to conduct regular inspections to all Tree grates installed within FDOT right-of-way. The Agency shall inspect the grates to ensure they are free of debris, damage, or uneven surfaces which could potentially create safety or accessibility issues for the public. The Agency shall also inspect the tree grate annually to ensure the tree grate opening is not in conflict with the on-going growth of the tree trunk. Modify the tree grate as needed to account for future growth.

### **ROOT BARRIERS**

Periodic visual inspections shall be conducted by the Agency in areas where root barriers have been installed to ensure adjacent facilities are not being impacted. Areas that are noted with early signs of impacts, should have the compromised root barriers removed and replaced with new

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barriers, root-pruning the tree in the process. Additionally, the areas in which barriers have been installed should be inspected to ensure that the roots do not grow over the barrier. Chemical root barriers, while effective, have a more limited lifespan than physical barriers and should be replaced at the end of their manufacturer specified guarantee.

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

1. Description of design intent: Silver Buttonwood Trees, sod and irrigation to be installed in FDOT right of way.
2. Canopy Trees (Silver Buttonwood) are intended to be maintained at 15' mature height and 10' spread.
3. Remove suckering growth from base and clear trunk areas for single trunked trees on a quarterly basis.
4. To maintain the intended appearance of all shrubs or turf grass, apply the latest fertilizer recommended by the University of Florida IFAS Extension per the manufacturer's specifications.
5. Evaluate plant material on a monthly basis for pests, diseases, drought stress or general decline. If required, follow the integrated pest management program established by the Agency to ensure healthy plants.
6. 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.

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**EXHIBIT D**  
**RESOLUTION**

This Exhibit forms an integral part of the LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the Florida Department of Transportation and the AGENCY.

*Please see attached*

*(To be provided by City)*