

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT ("Agreement"), entered into this ___ day of January , 2025, by and between the CITY OF COCONUT CREEK, a Florida municipal corporation (hereinafter "City") and 4161 HILLSBORO, LLC, a Florida limited liability company, its successor and assigns (hereinafter "4161 HILLSBORO"):

WITNESSETH:

WHEREAS, 4161 HILLSBORO wishes to install and maintain Landscape Improvements on property located in public right-of-way of Hillsboro Boulevard owned and controlled by the State of Florida Department of Transportation ("FOOT") adjacent to real property owned by 4161 HILLSBORO upon which a self-storage facility is being built, which real property is legally described in **Exhibit "A"** attached hereto ("Property"); and

WHEREAS, FOOT will only accept an application for said work from the City as the responsible public entity; and,

WHEREAS, the City has agreed to become the responsible public entity in exchange for the commitments made by 4161 HILLSBORO in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1. RECITALS

1.1 The above recitals are true and correct and are incorporated herein by reference.

ARTICLE 2. SCOPE OF SERVICES

2.1 4161 HILLSBORO will procure the design and construction of improvements to the area located in FOOT Right-of-Way and more particularly described in **Exhibit "B"**, attached hereto and incorporated herein ("Right of Way Improvement Area") to include the installation of irrigation, pavers, landscaping and sod as provided in the Maintenance Plan - Landscape Improvements, State Road 810 from (M.P. 1.338) to (M.P. 1.379), Permit or FM No: 2023-L-491-00007, dated August 07, 2023 ("Landscape Improvements") attached hereto as **Exhibit "C"**.

2.2 4161 HILLSBORO, or its successors and assigns as owners of the Property will

assume responsibility for the maintenance of all Landscape Improvements within the Right of Way Improvement Area including (i) the obligations of the City to the Florida Department of Transportation pursuant to Sections 1.a. and 1.b. of that certain Amendment Number Ten (10) to Florida Department of Transportation District Four (4) Landscape Inclusive Maintenance Memorandum of Agreement dated May 27, 2009, by and between the City and the Florida Department of Transportation (the "FDOT MMOA Amendment"), and as set forth on Exhibit "D" attached hereto and made a part hereof, and (ii) the Specific Project Site Maintenance Requirements and Recommendations as set forth in Section 4 of the FDOT MMOA Amendment, which generally include the proper watering and proper fertilization of all plants and keeping them free as practicable from disease and harmful insects; to properly mulch the plant bed(s); to keep the premises free of weeds; to mow and/or cut the grass to a proper height; to properly prune all the plants which includes (1) removing dead or diseased parts of plants, and (2) pruning such parts thereof which present visual hazard for those using the roadway. To maintain also means removing or replacing dead or diseased plants in their entirety and removing or replacing those that fall below original project standards. All plants removed for whatever reason shall be replaced by plants of the same grade. To maintain also means to keep litter removed from the landscaped areas in the right-of-way. Plants shall be those items which would be scientifically classified as plants and include but are not limited to trees, grass, or shrubs. 4161 HILLSBORO will also maintain the irrigation system within the Right of Way Improvement Area herein once the improvements are completed.

- 2.3 4161 HILLSBORO shall obtain any and all necessary approvals and/or licenses from any entity with a property interest in the Right of Way Improvement Area for both the installation and all on-going maintenance, including, but not limited to, FDOT.
- 2.4 4161 HILLSBORO shall require all contractors performing any portion of the work detailed in this Article to obtain and keep in effect during its performance of any of the work detailed in this Article, a minimum of one million dollars (\$1,000,000.00) general liability insurance policy with the City of Coconut Creek and FDOT listed

as additional insureds.

- 2.5 A copy of such proof of insurance and indemnification/hold harmless agreement shall be provided to the City of Coconut Creek prior to any contractor performing any portion of the work. Failure to comply with this Section will create a material breach of this Agreement and subject this Agreement to termination.

ARTICLE 3. TERM AND TIME OF PERFORMANCE OF AGREEMENT

- 3.1 This Agreement shall become effective upon the last date that this Agreement is executed by all parties to this Agreement and shall continue in full force and effect as long as the landscape improvements are required to exist.
- 3.2 All duties, obligations, and responsibilities of the parties to this Agreement, required by this Agreement, shall remain in full force and effect through the termination date or any extended termination date, as set forth above, unless written notice of termination by a party is provided pursuant to Section 4.5, "Termination," and Section 4.6, "Notices." Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 4. MISCELLANEOUS

- 4.1 Public Records. The parties shall comply with all public records requirements of Chapter 119, Florida Statutes, as may be required by law. The parties agrees to:
- a. Keep and maintain all records that ordinarily and necessarily would be required by the City in order to perform the services;
 - b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, *Fla. Stat.*, or as otherwise provided by law;

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if 4161 HILLSBORO does not transfer the records to the City;
- d. Upon completion of the services within this Agreement, at no cost, either transfer to the City all public records in possession of 4161 HILLSBORO or keep and maintain public records required by the City to perform the services. If 4161 HILLSBORO transfers all public records to the City upon completion of the services, 4161 HILLSBORO shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If 4161 HILLSBORO keeps and maintains public records upon completion of the services, 4161 HILLSBORO shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLA. STAT.*, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 954-973-6774, PublicRecords@coconutcreek.net, 4800 West Copans Road, Coconut Creek, FL 33063.

- 4.2 Assignment and Performance. This Agreement shall be recorded and shall run with the land. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other parties hereto.
- 4.3 All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or

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 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.

4.4 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

4.5 Termination.

- a. This Agreement may be terminated for cause by the City if 4161 HILLSBORO has not corrected a breach within thirty (30) days after written notice from an aggrieved party (with a copy to the City Manager) identifying the breach.
- b. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by City Manager, which City Manager or his/her designee deems necessary to protect the public health, safety, or welfare may be verbal notice, which shall be promptly confirmed in writing in accordance with the "Notices" section of this Agreement.

4.6 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR 4161 HILLSBORO, LLC:
Attn: Sean M. Leder
1199 S. Federal Hwy., Ste. 395
Boca Raton, FL 33432
smleder@lederholdings.com

FOR COCONUT CREEK:
Attn: City Manager

4800 West Copans
Road Coconut Creek,
FL 33063
citymanager@coconutcreek.net

With a copy to City Attorney at
the same street address and
cityattorney@coconutcreek.net

- 4.7 Interpretation. The language of this Agreement has been agreed to by the parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.
- 4.8 Third Party Beneficiaries. The parties do not intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.
- 4.9 Materiality and Waiver of Breach. The parties agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement, and that each is, therefore, a material term hereof. A party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of

any breach of a provision of this 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 Agreement.

- 4.10 Compliance with Laws. The parties shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing their duties, responsibilities, and obligations related to this Agreement.
- 4.11 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.
- 4.12 Joint Preparation. This Agreement has been jointly prepared by the parties hereto, and shall not be construed more strictly against any one (1) party.
- 4.13 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.
- 4.14 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this 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 AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS THE PARTIES MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**
- 4.15 Incorporation by Reference. Any and all Recital clauses stated above are true and

correct and are incorporated herein by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

- 4.16 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full and legal authority.
- 4.17 Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be an original, but together such counterparts shall constitute only one (1) instrument.
- 4.18 Recording. This Agreement shall be recorded in the Public Records of Broward County, Florida, and is intended to be, and is, a continuing obligation of 4161 HILLSBORO, LLC, its successors and assigns, (a) to install, maintain and replace, if necessary, Landscape Improvements, (b) to bear the total financial responsibility for such installation, maintenance and replacement, and (c) to bear the liability for injury, if any, arising from the installation, maintenance and replacement of said Landscape Improvements.
- 4.19 Indemnification. 4161 HILLSBORO, its successors and assigns, shall indemnify and hold harmless the City from and against any and all claims, damages, losses and expense, including reasonable attorney's fees and costs actually incurred, whether incurred in litigation, appeals, or otherwise, arising out of, or resulting from, the performance of work under this Agreement; provided that any such claim, damages, loss or expense which (a) is attributable to bodily injury, or to injury to, or destruction of, tangible property (other than for the work itself) including the loss of use resulting therefrom, and (b) is caused in whole, or in part, by any negligent act or omission of 4161 HILLSBORO, any contractor, or subcontractor, employed by 4161 HILLSBORO, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for 4161

HILLSBORO, or any contractor or subcontractor, under worker's compensation acts, disability benefit acts or any other employee benefit acts. Nothing in this section shall affect the immunity of the City pursuant to Chapter 768, Florida Statutes. In the event 4161 HILLSBORO assigns its obligations herein after written agreement of the City, City hereby agrees that 4161 HILLSBORO shall have no further obligations or liabilities following the recordation of such assignment in the Public Records of Broward County, Florida. 4161 HILLSBORO shall obtain the approval of the City of any assignment of the obligations herein prior to such assignment being effective or the release of 4161 HILLSBORO from any obligations hereunder. The City shall not unreasonably withhold such approval upon written request.

[EXECUTIONS BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

4161 HILLSBORO, LLC,
a Florida limited liability company

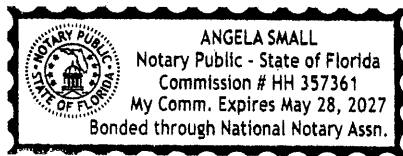
Maritza Crespo
Witness
Printed Name: Maritza Crespo

By: [Signature]
Sean M. Leder, Manager

Angela Small
Witness
Printed Name: Angela Small

STATE OF FLORIDA)
) SS
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 31 day of December, 2024 by physical presence or by online notarization, by Sean M. Leder, as Manager of 4161 HILLSBORO, LLC, a Florida limited liability company, on behalf of the limited liability company, who is personally known to me or produced _____ as identification.



Angela Small
Name: Angela Small
NOTARY PUBLIC, STATE OF FLORIDA

(SEAL)

My commission expires: May 28, 2027

**MAINTENANCE AGREEMENT BETWEEN THE CITY OF COCONUT CREEK AND
4161 HILLSBORO, LLC**

CITY OF COCONUT CREEK

By: _____
Sheila Rose, City Manager

ATTEST:

Joseph J. Kavanagh, City Clerk

DATE: _____, 202__

APPROVED AS TO LEGAL FORM AND
SUFFICIENCY:

Terrill C. Pyburn, City Attorney

EXHIBIT "A"

4161 HILLSBORO PROPERTY

Parcel "A" OF WORKINGMAN'S NURSERY, according to the plat thereof recorded in Plat Book 126, page 22 of the public records of Broward County, Florida, LESS that portion conveyed to the State of Florida Department of Transportation by the Warranty Deed recorded in Official Records Book 33601, page 1736 of the public records of Broward County, Florida.

EXHIBIT "B"

RIGHT OF WAY IMPROVEMENT AREA

FDOT - SR 810 from (M.P. 1.338) to (M.P. 1.379)

EXHIBIT "C"

LANDSCAPE IMPROVEMENTS

FDOT – SR 810 & SIDEWALK EASEMENT

SEE ATTACHED

MAINTENANCE PLAN

Landscape Improvements

Project State Road No(s): State Road 810 from (M.P. 1.338) to (M.P. 1.379)
Permit or FM No(s): 2023-L-491-00007
RLA of Record: Michael Phillips
Maintaining Agency: City of Coconut Creek
Date: August 07, 2023

The purpose of a plan for the landscape improvements maintenance practices is to allow the plant material on your project to thrive in a safe and vigorous manner while fulfilling their intended purpose and conserving our natural resources. Plantings and all other landscape improvements within FDOT right of way shall be maintained to avoid potential roadway hazards and to provide required clear visibility, accessibility, clearance, and setbacks as set forth by Florida Department of Transportation (FDOT) governing standards and specifications: FDOT Standard Plans, FDOT Plans Design Manual and FDOT Standard Specifications for Road and Bridge Construction, as amended by contract documents, and all other requirements set forth by the District 4 Operations Maintenance Engineer.

The initial portion of the Maintenance Plan (Part I) describes general maintenance requirements and recommendations. The concluding section (Part II) provides recommendations prepared by the Registered Landscape Architect of Record specific to the attached approved plans.

PART I. GENERAL MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS:

WATERING REQUIREMENTS

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

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

IRRIGATION SYSTEM

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

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.

PRUNING

All pruning, and the associated safety criteria, shall be performed according to American National Standard Institute (ANSI) A300 standards and shall be supervised by an International Society of Arboriculture (ISA) Certified Arborist. Pruning shall be carried out with the health and natural growth of plant materials in mind, to achieve the FDOT requirements for maintaining clear visibility for motorists, and provide vertical clearance for pedestrian, bicyclist, and truck traffic where applicable. Visibility windows must be maintained free of view obstructions, and all trees and palms must be maintained to prevent potential roadway and pedestrian hazards. All palms are to be kept fruit free. The understory plant materials selected for use within the restricted planting areas (Limits of Clear Sight) are to be mature height in compliance with the *FDM Window Detail*. Vertical clear zones for vegetation heights over roadways and sidewalks must meet the requirements of the *FDOT Maintenance Rating Program (MRP)* standards. See Reference pages. The R.L.A. of Record will provide the specific pruning heights for mature or maintained height and spread of all plant material to achieve the design intent shall be noted in Part II., Specific Project Site Maintenance Requirements and Recommendations.

STAKING AND GUYING

All staking materials are to be removed after one year or as directed by the RLA of Record.). Any subsequent staking and guying activities by the Agency must adhere to *FDOT Standard Plans* guidelines (See Index 580-001). The Agency shall closely monitor staking and guying attachment materials so that they are securely fastened to avoid potential roadway hazards.

TURF MOWING

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

LITTER CONTROL

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

WEEDING/HERBICIDE

All planting areas shall be maintained as weed free as practicable by enlisting integrated pest management practices in areas specified on the plans and maintaining proper mulch levels. Extreme care is recommended when using a chemical herbicide to avoid overspray onto plant materials. It is the applicator's responsibility to restore any damage resulting from overspray to the plantings, per the approved plans.

PLANT REPLACEMENT

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

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 TRAVELWAY SURFACING)

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

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

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.

MAINTENANCE OF TRAFFIC CONTROL

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

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

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

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

PART II.
SPECIFIC PROJECT SITE MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS

The R.L.A. of Record shall formulate specific language as directed above and/or by editing the following optional template below to ensure compliance with the project's maintenance performance requirements and to achieve the "DESIGN INTENT".

DO NOT USE ALL OF THE FOLLOWING OPTIONAL TEMPLATE EXAMPLES if the project is NOT proposing that item within the FDOT right of way.

All trees are intended to be maintained at mature height and spread.

LI (Crape Myrtle)

MF (Simpson Stopper)

Remove suckering growth from base and clear trunk areas on single trunked trees on a quarterly basis. Lift canopy only as necessary to provide a clear walking path.

Groundcover and shrubs lateral growth shall be maintained to prevent foliage from growing beyond the limits of the planting areas shown on the plan. Also, maintain a 6" setback from foliage to the back of curb, pavement, and/or sidewalk.

Groundcovers and shrubs shall be maintained at the following vertical heights:

ARA (Perennial Peanut) – between 6"-12" ht.

CHH (Horizontal Cocoplum) – 18" ht.

ERN (Golden Creeper) – between 12"-14" ht.

GAL (Thryallis) – 20" ht

JUN (Parson's Juniper) – between 12"-14" ht.

LAM (Trailing Lantana) – between 12"-14" ht.

STJ (Native Porterweed) – between 12"-14" ht.

ZAM (Coontie) – 20" ht.

No mechanical pruning equipment to be used with the Zamia. Hand pruning to remove dead fronds only.

Inspect monthly to always maintain full ground coverage for groundcovers and shrubs.

Inspect the irrigation system performance on a monthly basis to ensure the system's pressure is providing adequate coverage and clean or replace any irrigation nozzles that are not properly functioning.

Evaluate plant material on a monthly basis for pests and diseases. If required, follow the integrated pest management program established by the Agency to ensure healthy plants.

To avoid slip hazard, keep concrete walkway free of mulch, sand, leaves, etc.

REFERENCES (4-27-20)

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

Accessible Sidewalk (ADA) <http://www.access-board.gov/guidelines-and-standards/streets-sidewalks>

Americans with Disabilities Act (ADA) (ADAAG) http://www.ada.gov/2010ADAstandards_index.htm

American National Standard Institute, ANSI A300, (Part 1) for Tree Care Operations – Trees, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning), available for purchase <http://webstore.ansi.org>

Florida Department of Agriculture and Consumer Services, Division of Plant Industry, *Florida Grades and Standards for Nursery Plants 2015* <http://www.freshfromflorida.com/Divisions-Offices/Plant-Industry/Bureaus-and-Services/Bureau-of-Plant-and-Apiary-Inspection>

Florida Department of Community Affairs (DCA), *Florida Board of Building Codes & Standards, 2017 Florida Building Code, Chapter 11 Florida Accessibility Code for Building Construction Part A* http://www.floridabuilding.org/fbc/workgroups/Accessibility_Code_Workgroup/Documentation/CHAPTER_11_w_fl_a_specifics.htm

Florida Department of Transportation, *Program Management, Maintenance Specifications Workbook Supplemental Specifications, Section 580 Landscape Installation* <http://www.fdot.gov/programmanagement/Maintenance/2019Jan/default.shtm>

Florida Department of Transportation, *FDOT Standard Plans for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 580-001 Landscape Installation* <http://www.fdot.gov/design/standardplans/current/IDx/580-001.pdf>

Florida Department of Transportation, *FDOT Design Manual for Design, Construction, Maintenance and Utility Operations on the State Highway System, Chapter 212.11 Clear Sight Triangles* <http://www.fdot.gov/roadway/FDM/current/2018FDM212Intersections.pdf>

Florida Department of Transportation, *FDOT Design Manual for Design, Construction, Maintenance and Utility Operations on the State Highway System, Chapter 215.2.3 Clear Zone Criteria and 215.2.4 Lateral Offset, Table 215.2.1 Clear Zone Width Requirements, Table 215.2.2 Lateral Offset Criteria (for Trees)* <http://www.fdot.gov/roadway/FDM/current/2018FDM215RoadsideSafety.pdf>

Florida Department of Transportation, *FDOT Standard Plans for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index Series 102-600 Traffic Control through Work Zones* <http://www.fdot.gov/design/standardplans/current/IDx/102-600.pdf>

Department of Transportation, Landscape Architecture Website www.MyFloridaBeautiful.com

Florida Department of Transportation, *Maintenance Rating Program Handbook* <http://www.dot.state.fl.us/statemaintenanceoffice/MaintRatingProgram.shtm>

Florida Department of Transportation Outdoor Advertising Database <http://www2.dot.state.fl.us/rightofway/>

Florida Exotic Pest Plant Council Invasive Plant Lists <http://www.fleppc.org/list/list.htm>

Florida Irrigation Society <http://www.fisstate.org>

Florida Power and Light (FPL), *Plant the Right Tree in the Right Place* http://www.fpl.com/residential/trees/right_tree_right_place.shtml

BEGIN
PROJECT
MP
1.338"

FDOT
R.O.W.

LIMIT OF
MAINTENANCE BY
CITY OF
COCONUT CREEK

STATE ROAD 810
(W HILLSBORO BOULEVARD)

END
PROJECT
MP
1.379"

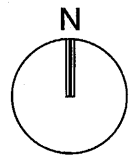
BUILDINGS
&
MASTER P



4191 West Hillsboro Blvd.
Coconut Creek, FL 33073

Florida Certificate of
Authorization # - 7928

DATE: 08/07/2023
SCALE: AS NOTED
DRAWN BY: KG
DESIGN BY: MP
CHECKED BY: MP



GRAPHIC SCALE
0 60 120
SCALE= 1" = 60'

NOTE: PRINTED DRAWING SIZE MAY HAVE
CHANGED FROM ORIGINAL. VERIFY
SCALE USING BAR SCALE ABOVE.

LANDSCAPE IMPROVEMENT
MAINTENANCE BOUNDARY MAP
CITY OF COCONUT CREEK

LM-001

FDOT LANDSCAPE PERMIT NO. 2023-L-491-00007

FDOT LANDSCAPE PERMIT

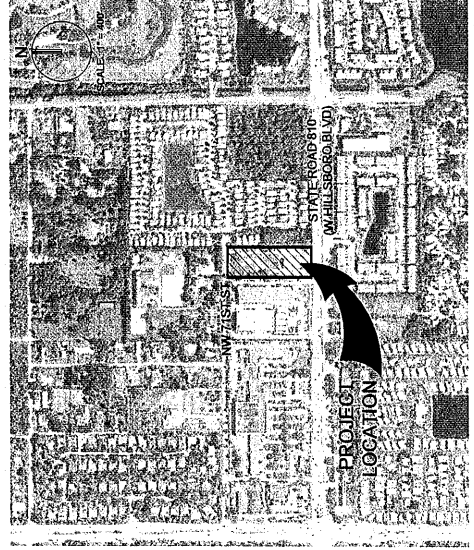
FOR

4161 HILLSBORO BLVD.

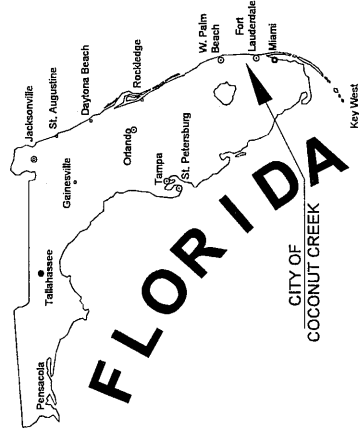
CITY OF COCONUT CREEK
BROWARD COUNTY, FLORIDA

INDEX OF SHEETS	
SHEET No.	SHEET TITLE
01000	COVER SHEET
02000	TREE DISPOSITION PLAN
03000	LANDSCAPE NOTES
04000	LANDSCAPE SCHEDULE & DATA TABLE
05000	FOOT CLEAR SIGHT TRIANGLE EXHIBIT
06000	LANDSCAPE PLAN
07000	LANDSCAPE DETAILS
08000	IRREGULATION PLAN
09000	IRREGULATION DETAILS

- DESIGN SPEED: 35-7 (US 41) DESIGN SPEED 7.5 MPH
- VERTICAL CLEARANCE: MIN. PLANTING VERTICAL CLEARANCE PER FOOT MAINTENANCE RATING PROGRAM
- SEVERITY: 8-C VERTICAL CLEARANCE
- ROADWAY: 7-10 VERTICAL CLEARANCE



LOCATION MAP
SECTION 5, TOWNSHIP 48 SOUTH, RANGE 42 EAST



LAND DESCRIPTION:

(PARCEL 1)
 PARCEL 1, OF WORKINGMAN'S NURSERY, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 126, PAGE 22 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS THAT PORTION CONVEYED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BY THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 33801, PAGE 1758 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

(PARCEL 2)
 NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 ABOVE CREATED BY AND MORE PARTICULARLY DESCRIBED IN EXHIBIT C OF THE MUTUAL AGREES AND EGRESS EASEMENT BETWEEN FIRST BAPTIST CHURCH OF COCONUT CREEK AND LEDER HILLSBORO COMPANY, LTD. RECORDED IN OFFICIAL RECORDS BOOK 3217, PAGE 1578, LESS AND EXCEPT THAT PORTION CONVEYED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BY THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 3346, PAGE 162, ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

(PARCEL 3)
 NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 ABOVE CREATED BY AND MORE PARTICULARLY DESCRIBED IN EXHIBIT B OF THE DECLARATION OF RESTRICTIVE COVENANTS FOR PRIVATE PAVED ROADWAYS AND ACCESS BY LEDER HILLSBORO, LTD. AND NEW LIFE COMMUNITY CHURCH OF BROWARD COUNTY, INC. RECORDED IN OFFICIAL RECORDS BOOK 3316, PAGE 122 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION LYING WITHIN SAID PARCEL 1.

SAID LANDS LYING IN BROWARD COUNTY, FLORIDA AND CONTAINING 126,576 SQUARE FEET (2.9159 ACRES) MORE OR LESS.

301 East Atlantic Boulevard
Pompano Beach, Florida 33060-6643
Ph: (954) 788-3400

State of Florida Certificate of
Authorization Number - 7928

PROJECT No. 09675.01
ISSUE DATE: JULY 2023

Exhibit C

PREPARED FOR:
 LEDER HILLSBORO OFFICE
 4755 TECHNOLOGY WAY, SUITE 203
 BOCA RATON, FL 33431



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

MICHAEL J. PHILLIPS, P.L.A.
 FLORIDA REG. NO. LA0001540
 (FOR THE FIRM)
 FDOT LANDSCAPE PERMIT
 DESIGN SPEED - 35 MPH
 FDOT LANDSCAPE PERMIT NO. 2023-49-0007



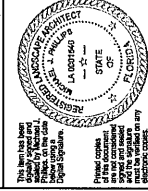
Keith
Corporate Office
301 W. Hillsboro Blvd
Pompano Beach, Florida 33069-6843
(954) 784-6800
Miami-Dade County
1201 N Federal Highway, Suite 206
Lake Worth, Florida 33460
Palm Beach County
2900 S. Dixie Highway, Suite 100
Orlando, Florida 32803
State of Florida Certificate of
Authorization Number - 7928

REVISIONS table with columns: NO., DESCRIPTION, DATE

PRELIMINARY PLAN
NOT FOR CONSTRUCTION
THESE PLANS ARE NOT TO BE PERMITTED
UNLESS THE APPLICANT HAS OBTAINED
ALL NECESSARY PERMITS AND
OBTAINED THE PERMITTING PROCESS.
RESPONSIBILITY FOR THE USE OF THESE
PLANS SHALL REMAIN WITH THE APPLICANT
FROM ALL APPLICANTS AND JURISDICTIONS
ON THE DATE OF THE PERMITTING PROCESS.
ONCE THE PERMITTING PROCESS IS
COMPLETE, THE APPLICANT SHALL
OBTAIN THE PERMITTING PROCESS.

LEDER 4161 HILLSBORO STORAGE

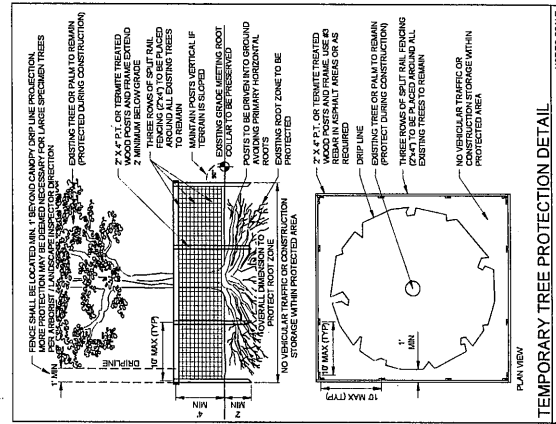
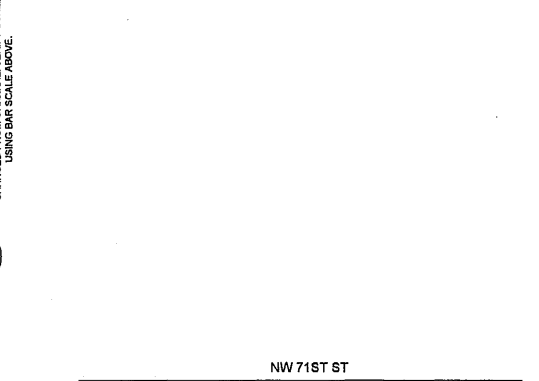
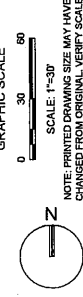
SCALE: AS NOTED
DATE ISSUED: 07/06/2023
DRAWN BY: KG
CHECKED BY: MP, KS
MP, KS



TREE DISPOSITION PLAN

SHEET NUMBER
LD-101
PROJECT NO. 09675.01

DESIGN SPEED = 65 MPH
FOOT LANDSCAPE PERMIT NO. 2023-1-691-00007



FRIDGE SHALL BE LOCATED MIN. 4' BEYOND CANOPY DRIP LINE PROJECTION.
MORE PROTECTION MAY BE DEEMED NECESSARY FOR LARGE SPECIES TREES.
EXISTING TREE OR PALM TO REMAIN PROTECTED DURING CONSTRUCTION.
2' X 4' PL. OR TREATED POSTS TO BE PLACED AROUND ALL EXISTING TREES TO MAINTAIN 2' MINIMUM CLEARANCE.
EXISTING TREES TO REMAIN VERTICAL UNLESS OTHERWISE NOTED.
TERMINAL BRANCHES TO BE TRIMMED TO CLEAR EXISTING GRADE MEETING ROOT COLLAR TO BE PRESERVED.
POSTS TO BE DRIVEN INTO GROUND TO PROTECT ROOT COLLAR.
NO VEHICULAR TRAFFIC OR CONSTRUCTION STORAGE WITHIN PROTECTED AREA.
2' X 4' PL. OR TREATED POSTS TO BE REQUIRED.
DRAIN LINE.
EXISTING TREE OR PALM TO REMAIN PROTECTED DURING CONSTRUCTION.
2' X 4' PL. OR TREATED POSTS TO BE REQUIRED.
NO VEHICULAR TRAFFIC OR CONSTRUCTION STORAGE WITHIN PROTECTED AREA.

EXISTING TREE/PALM TO REMAIN (NO SYMBOL); TO BE PROTECTED DURING CONSTRUCTION
EXISTING TREE/PALM TO RELOCATE REFER TO LANDSCAPE PLAN FOR NEW LOCATION
REMOVING ALL EXISTING EXOTICS (EX: BRAZ, PEPPER)
EXISTING TREE/PALM NUMBER REFER TO TREE DISPOSITION TABLE ON LD-102

TREE DISPOSITION NOTES:
1. EXISTING TREES TO REMAIN SHALL BE TRIMMED PER ANSI-A300 DEAD BRANCHES, BUT RETAINING 80% OF FOLIAGE. LARGE TREES SHALL HAVE LOWER BRANCHES CLEARED UP TO 6'.
2. SYMBOLS MAY BE SHOWN OFFSET FROM ACTUAL TREE LOCATION FOR CLARITY.
3. CLARIFICATION ON ANY DISCREPANCIES.
4. TRIMMING AND/OR NECESSARY ROOT PRUNING SHALL BE PERFORMED OR SUPERVISED BY A CERTIFIED ARBORIST.
5. ALL TREE WORK REQUIRE PERMITTING BY A REGISTERED ARBORIST.
6. BUBBLERS SHALL BE PROVIDED FOR ALL RELOCATED TREES AND PALMS.
7. REMOVAL OF ANY TREES OR PALMS WILL REQUIRE A WRITTEN "TREE REMOVAL PERMIT" FROM THE LOCAL GOVERNING AGENCY.
8. ALL TREES AND PLANT MATERIAL TO REMAIN SHALL BE PROTECTED DURING CONSTRUCTION. REFER TO TREE EXTRA CAUTION TO PREVENT ANY DAMAGE TO THE TRUNK ROOT ZONES AND GRADE.

TREE DISPOSITION TABLE with columns: TREE #, COMMON NAME, QUANTITY, REMOVAL, REPLACEMENT, VALUE, etc.

TREE DISPOSITION TABLE (continued) with columns: TREE #, COMMON NAME, QUANTITY, REMOVAL, REPLACEMENT, VALUE, etc.

TREE DISPOSITION TABLE (continued) with columns: TREE #, COMMON NAME, QUANTITY, REMOVAL, REPLACEMENT, VALUE, etc.

TREE DISPOSITION TABLE (continued) with columns: TREE #, COMMON NAME, QUANTITY, REMOVAL, REPLACEMENT, VALUE, etc.

TREE DISPOSITION TABLE (continued) with columns: TREE #, COMMON NAME, QUANTITY, REMOVAL, REPLACEMENT, VALUE, etc.

TREE DISPOSITION TABLE (continued) with columns: TREE #, COMMON NAME, QUANTITY, REMOVAL, REPLACEMENT, VALUE, etc.

TREE DISPOSITION TABLE (continued) with columns: TREE #, COMMON NAME, QUANTITY, REMOVAL, REPLACEMENT, VALUE, etc.

TREE DISPOSITION TABLE (continued) with columns: TREE #, COMMON NAME, QUANTITY, REMOVAL, REPLACEMENT, VALUE, etc.

TREE DISPOSITION TABLE (continued) with columns: TREE #, COMMON NAME, QUANTITY, REMOVAL, REPLACEMENT, VALUE, etc.

PROVIDED REPLACEMENT
REPLACEMENT QUANTITY
REPLACEMENT VALUE
TOTAL CANOPY REPLACEMENT
TOTAL CANOPY LOSS

PROVIDED REPLACEMENT
REPLACEMENT QUANTITY
REPLACEMENT VALUE
TOTAL CANOPY REPLACEMENT
TOTAL CANOPY LOSS

PROVIDED REPLACEMENT
REPLACEMENT QUANTITY
REPLACEMENT VALUE
TOTAL CANOPY REPLACEMENT
TOTAL CANOPY LOSS



R KEITH
 Professional Landscaping
 301 East Atlantic Boulevard
 Pompano Beach, Florida 33069-6643
 (954) 785-2245

120 W. Fowling Highway, Suite 208
 Palm Beach County
 Lantana, FL 33462
 561-883-3465

2944 E. Livingston Street
 Palm Beach County
 Deltona, Florida 32703
 407-390-9600

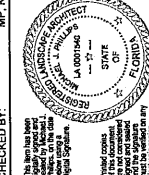
State of Florida Certificate of
 Authorization Number: 1929

NO.	DESCRIPTION	DATE

PRELIMINARY PLAN
NOT FOR CONSTRUCTION
 THESE PLANS ARE NOT TO BE USED FOR CONSTRUCTION UNTIL THE PERMITTING PROCESS IS COMPLETED. ANY CHANGES TO THESE PLANS SHOULD BE APPROVED BY THE PROJECT ARCHITECT PRIOR TO CONSTRUCTION. ANY CHANGES TO THESE PLANS SHALL BE MADE AT THE USER'S RISK.

LEDER
4161 HILLSBORO
STORAGE

SCALE: AS NOTED
 DATE ISSUED: 07/09/2023
 DRAWN BY: KG
 DESIGNED BY: MP
 CHECKED BY: MP, KS



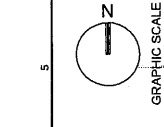
The User has been advised of the limitations of this plan and has authorized the user to use this plan for the project described above. R Keith, Florida Landscape Architect, No. 10011046, State of Florida, is not responsible for any errors or omissions on this plan.

Project comes with the understanding that the user will provide any necessary information, including but not limited to, site survey, utility records, and any other information that may be required for the project. R Keith, Florida Landscape Architect, No. 10011046, State of Florida, is not responsible for any errors or omissions on this plan.

SHEET TITLE
FDOT CLEAR SIGHT
LINE EXHIBIT

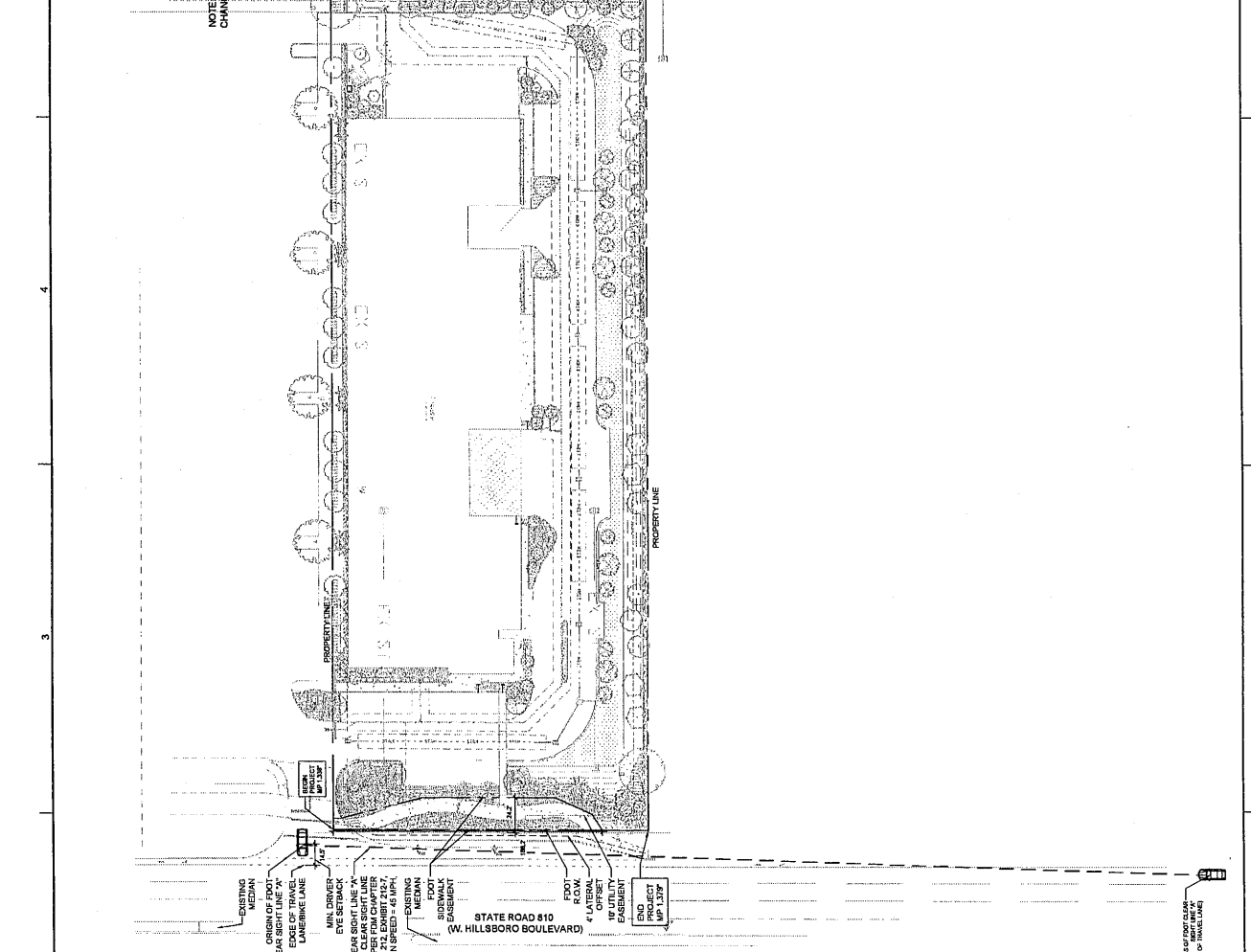
SHEET NUMBER
LP-100

PROJECT NO. **09675.01**



SCALE: 1"=40'

NOTE: PRINTED DIMENSIONS MAY VARY FROM ORIGINAL. VERIFY SCALE USING GRAPHIC SCALE ABOVE.



EXISTING MEDIAN
 ORIGIN OF FOOT CLEAR SIGHT LINE "A"
 EXISTING SIDEWALK
 LANEWAY LANE

MIN. DRIVER EYE SETBACK
 FRONT OF CLEAR SIGHT LINE
 LIMITS OF CLEAR SIGHT LINE
 DX = 429 PER FDM CHAPTER 4
 DESIGN SPEED = 45 MPH

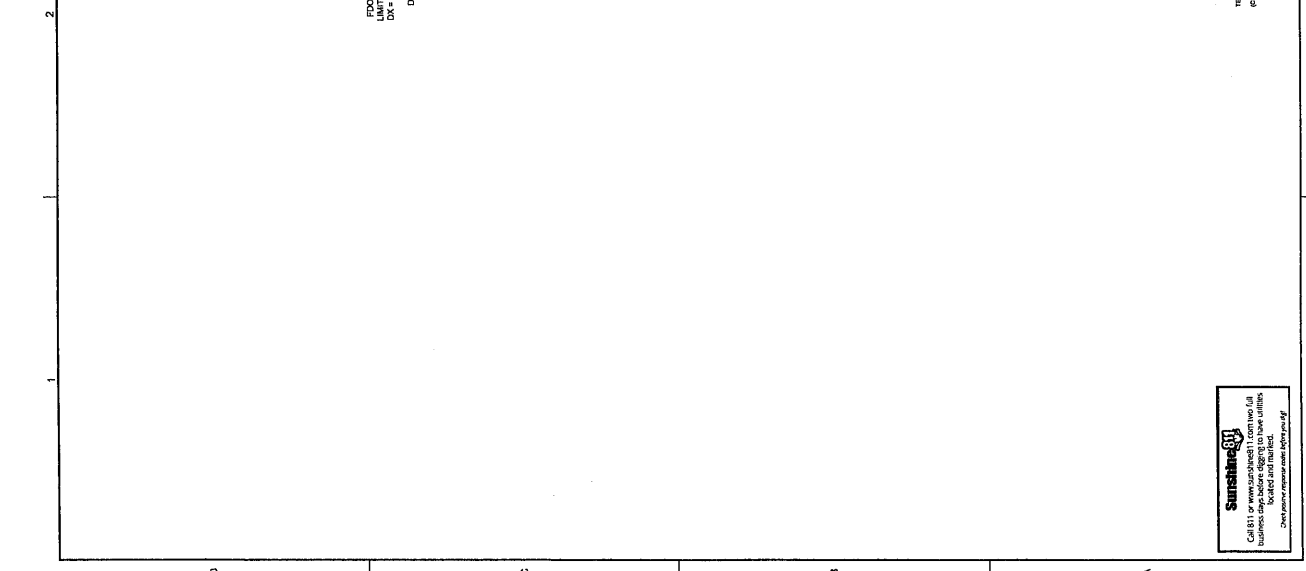
EXISTING MEDIAN
 SIDEWALK EASEMENT
 PROPERTY LINE
 END PROJECT MP 100P

STATE ROAD 810 (W. HILLSBORO BOULEVARD)
 4' LATERAL OFFSET
 10' EASEMENT
 10' LATERAL OFFSET
 4' LATERAL OFFSET
 10' EASEMENT

TERMINUS OF FOOT CLEAR SIGHT LINE
 ORIGIN OF TRAVEL LANE

DESIGN SPEED = 45 MPH

FOOT LANDSCAPE PERMIT NO. 2023-L-491-00007



Sunshine
 CA811 or www.ca811.com
 for more information on how to
 locate and mark utilities
 located and marked.
 Once you've reported, make safety your goal!

GOVERNING STANDARD PLANS
FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION AND
CONTRACT SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION
FLORIDA DEPARTMENT OF TRANSPORTATION, JULY 2022 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION
AT THE FOLLOWING WEBSITE: <https://www.fdot.state.fl.us/roads/standardplans/>

FOOT CLEARANCE NOTES:

CONTRACTOR SHALL REPAIR ALL DAMAGE DONE TO FOOT PROPERTY DURING DEMOLITION, RELOCATION & OR
INSTALLATION ACTIVITIES AT HIS SOLE EXPENSE.

ANY PLANT MATERIAL SUBSTITUTION WITHIN OR IMPACTING THE FOOT RIGHT OF WAY WHETHER REQUESTED BY THE
ARCHITECT, OWNER, LANDSCAPE ARCHITECT OR OTHER HAS TO BE APPROVAL FROM THE FOOT DISTRICT LANDSCAPE
ARCHITECT.

FOOT PLANTING NOTES:

FOR THE PORTION OF LANDSCAPE PLANT MATERIAL THAT WILL BE INSTALLED WITHIN THE FOOT RIGHT OF WAY REFER TO THE FOOT
RIGHT OF WAY MAINTENANCE PERMIT (FOTRM) STANDARD SPECIFICATIONS SECTION 702.01 (S) FOR THE FOOT DISTRICT LANDSCAPE
ARCHITECT'S CURRENT APPLICABLE FOOT MAINTENANCE SPECIFICATION ONLINE REFERENCE
<https://www.fdot.state.fl.us/roads/standardplans/standardplans.htm>

FOR THE PORTION OF LANDSCAPE PLANT MATERIAL THAT WILL BE INSTALLED OUTSIDE THE FOOT RIGHT OF WAY REFER TO THE FOOT
RIGHT OF WAY MAINTENANCE PERMIT (FOTRM) STANDARD SPECIFICATIONS SECTION 702.01 (S) FOR THE FOOT DISTRICT LANDSCAPE
ARCHITECT'S CURRENT APPLICABLE FOOT MAINTENANCE SPECIFICATION ONLINE REFERENCE
<https://www.fdot.state.fl.us/roads/standardplans/standardplans.htm>

3. PRESS MULCH IS NOT PERMITTED ON FOOT RIGHT OF WAY. MULCH PERMITTED TO BE USED ARE HARDWOOD MULCH
(CONTAINING NO CYPRESS PRODUCTS), RECYCLED MULCH OR APPROVED EQUAL. CERTIFIED BY THE MULCH AND SOIL
ASSOCIATION. PERMIT PROOF OF CERTIFICATION TO THE FOOT DISTRICT OPERATIONS PERMIT LANDSCAPE INSPECTOR
UPON INSPECTION.

4. SOODED AREAS WILL BE IN CONFORMANCE WITH STANDARD PLANS INDEXING AND STANDARD SPECIFICATIONS SECTION
162.570, 861, 862, 863, 867 OF THE DEPARTMENT'S LATEST EDITION OF GOVERNING DESIGN STANDARDS AND STANDARD
SPECIFICATIONS. ALL DISTURBED AREAS WILL BE SOODED WITHIN ONE (1) WEEK OF INSTALLATION OF SAID PERMITTED
WORK.

FOOT R.O.W. REQUIREMENTS:

- DESIGN SPEED = 45 MPH
- VERTICAL CLEARANCE: MIN. PLANTING CLEARANCE PER FOOT MAINTENANCE RATING PROGRAM:
SIDEWALK = 8.5' VERTICAL CLEARANCE
ROADWAY = 14.5' VERTICAL CLEARANCE

PLANT LIST

KEY	PLANT NAME	HEIGHT	SPACING
ARA	Archaean Palm	12'	6"
CHH	Chlorophytum complanatum	18"	18"
CHR	Chrysanthemum	24"	24"
CRN	Croton	48"	24"
CRP	Crucifera	36"	24"
GAL	Galium	36"	24"
HAM	Hammock	36"	24"
HMP	Hemp	36"	24"
JUN	Juniper	36"	24"
LAN	Lantana	36"	24"
MUH	Muhlenbergia	36"	24"
NEP	Nepenthes	36"	24"
PAS	Paspalum	36"	24"
PSY	Psychotria	36"	24"
RON	Ronnia	36"	24"
SER	Serrisia	36"	24"
STJ	Stybanthia	36"	24"
TPP	Tropaeolum	36"	24"
TRD	Tropidocarpum	36"	24"
WET	Wetland	36"	24"
ZAM	Zamia	36"	24"
ST. AZUM. FLORATAM	Santa Azum. Floratam	36"	24"

SHRUBS & GROUNDCOVERS

KEY	PLANT NAME	HEIGHT	SPACING
ARA	Archaean Palm	12'	6"
CHH	Chlorophytum complanatum	18"	18"
CHR	Chrysanthemum	24"	24"
CRN	Croton	48"	24"
CRP	Crucifera	36"	24"
GAL	Galium	36"	24"
HAM	Hammock	36"	24"
HMP	Hemp	36"	24"
JUN	Juniper	36"	24"
LAN	Lantana	36"	24"
MUH	Muhlenbergia	36"	24"
NEP	Nepenthes	36"	24"
PAS	Paspalum	36"	24"
PSY	Psychotria	36"	24"
RON	Ronnia	36"	24"
SER	Serrisia	36"	24"
STJ	Stybanthia	36"	24"
TPP	Tropaeolum	36"	24"
TRD	Tropidocarpum	36"	24"
WET	Wetland	36"	24"
ZAM	Zamia	36"	24"
ST. AZUM. FLORATAM	Santa Azum. Floratam	36"	24"

NOTES

300 TO BE ST. AUGUSTINE FLORATAM CONTRACTOR TO DETERMINE
QUANTITY.

ALL PLANTS TO BE FLORIDA NURSERY STOCK OR BETTER PER FLORIDA GRADING AND
GRADING FOR NURSERY STOCK. (SEE GRADING PERMITS).
ALL PLANTS TO BE 100% CERTIFIED. (SEE GRADING PERMITS).
ALL PLANTS TO BE PLANTED FROM AN AUTOMATIC IRRIGATION SYSTEM USING AN APPROVED
WATER SOURCE.

PLANTS TO BE PROVIDED FOR NEW AND RELOCATED TREES AND
RELOCATED TREES. (SEE ALL CONTRACTS AND LANDSCAPE
SPECIFICATIONS ATTACHED TO THIS PLAN AND PLANT LIST. PLAN AND
SPECIFICATIONS SHALL BE OBTAINED BEFORE ANY PLANT MATERIAL
IS INSTALLED ON SITE.

NO TREES TO BE REMOVED UNLESS AS SHOWN OR UNLESS
APPROVED BY THE CITY ENGINEER. ALL EXISTING TREES TO BE
REMOVED SHALL BE REPLACED WITH PLANTING SOIL PRIOR TO
LANDSCAPE INSTALLATION.

NO TRENCHING ALLOWED WITHIN ROOT ZONES OF EXISTING TREES.

CITY STANDARD LANDSCAPE NOTES

1. All landscape and site plan specifications shall meet or exceed the minimum requirements as provided in the
Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and
Contract Specifications for Road and Bridge Construction.
2. All planting materials and trees or selected trees, unless otherwise specified, shall be Florida Native. (SEE GRADING PERMITS).
3. All planting materials and trees or selected trees, unless otherwise specified, shall be Florida Native. (SEE GRADING PERMITS).
4. All planting materials and trees or selected trees, unless otherwise specified, shall be Florida Native. (SEE GRADING PERMITS).
5. All planting materials and trees or selected trees, unless otherwise specified, shall be Florida Native. (SEE GRADING PERMITS).
6. All planting materials and trees or selected trees, unless otherwise specified, shall be Florida Native. (SEE GRADING PERMITS).
7. All planting materials and trees or selected trees, unless otherwise specified, shall be Florida Native. (SEE GRADING PERMITS).
8. All planting materials and trees or selected trees, unless otherwise specified, shall be Florida Native. (SEE GRADING PERMITS).
9. All planting materials and trees or selected trees, unless otherwise specified, shall be Florida Native. (SEE GRADING PERMITS).
10. All planting materials and trees or selected trees, unless otherwise specified, shall be Florida Native. (SEE GRADING PERMITS).
11. All planting materials and trees or selected trees, unless otherwise specified, shall be Florida Native. (SEE GRADING PERMITS).
12. All planting materials and trees or selected trees, unless otherwise specified, shall be Florida Native. (SEE GRADING PERMITS).
13. All planting materials and trees or selected trees, unless otherwise specified, shall be Florida Native. (SEE GRADING PERMITS).
14. All planting materials and trees or selected trees, unless otherwise specified, shall be Florida Native. (SEE GRADING PERMITS).
15. All planting materials and trees or selected trees, unless otherwise specified, shall be Florida Native. (SEE GRADING PERMITS).
16. All planting materials and trees or selected trees, unless otherwise specified, shall be Florida Native. (SEE GRADING PERMITS).
17. All planting materials and trees or selected trees, unless otherwise specified, shall be Florida Native. (SEE GRADING PERMITS).
18. All planting materials and trees or selected trees, unless otherwise specified, shall be Florida Native. (SEE GRADING PERMITS).
19. All planting materials and trees or selected trees, unless otherwise specified, shall be Florida Native. (SEE GRADING PERMITS).
20. All planting materials and trees or selected trees, unless otherwise specified, shall be Florida Native. (SEE GRADING PERMITS).

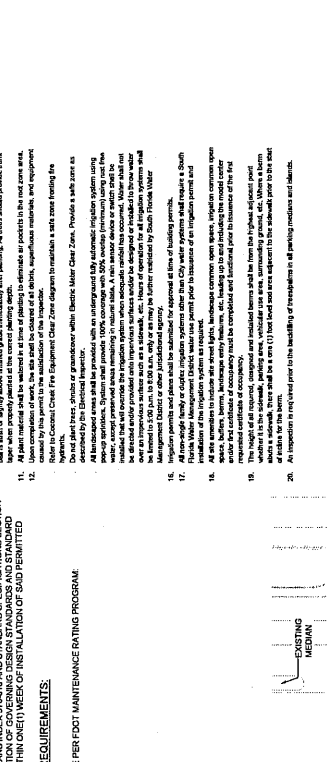
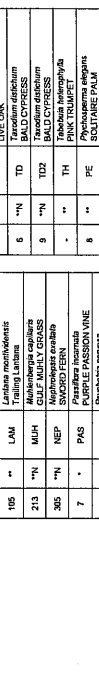
PLANT LIST

QTY	"N	"N	KEY	PLANT NAME	TREES
5	"N	AR	AR	Archaean Palm	5
12	"N	CE	CE	Conocarpus erectus	12
13	"N	BS	BS	Baccharis floribunda	13
3	"N	IC	IC	Ipomoea	3
3	"N	ED	ED	Euphorbia	3
8	"N	MF	MF	Miconia	8
10	"N	PI	PI	Pinus	10
2	"N	OV	OV	Ocotea	2
3	"N	QV	QV	Quercus	3
6	"N	TD	TD	Taxodium	6
9	"N	T02	T02	Taxodium	9
8	"N	TH	TH	Thunbergia	8
8	"N	PE	PE	Pithecolobium	8
1	"N	RES	RES	Psychotria	1
51	"N	SP	SP	CASABLANCA PALM	51

REVISIONS

NO.	DESCRIPTION	DATE

PRELIMINARY PLAN
NOT FOR CONSTRUCTION
THESE PLANS ARE NOT TO BE USED FOR PERMITS
OR CONTRACTS UNLESS APPROVED BY THE ARCHITECT
FROM ALL APPLICABLE MAINTENANCE AND INSPECTION
SPECIFICATIONS AND ALL OTHER APPLICABLE SPECIFICATIONS
UPON THE USER.



ShadesLine

6481 E. 11th St., Suite 104
Sunrise, FL 33151
Success with a focus on your landscape
located and planted

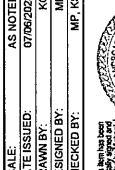
ShadesLine.com

Project No. 09875.01
 Date: 07/06/2023
 Scale: AS NOTED
 Drawn By: KG
 Checked By: MP, KS
 MP, KS

**PRELIMINARY PLAN
 NOT FOR CONSTRUCTION**
 THESE PLANS ARE NOT FULLY PERMITTED
 AND ARE NOT TO BE USED FOR PERMITTING
 OR CONSTRUCTION. THE PERMITTING
 PROCESS IS THE RESPONSIBILITY OF THE
 CLIENT. THE CONTRACTOR SHALL VERIFY
 FROM ALL APPLICABLE REGULATORY AGENCIES
 THAT ALL REGULATIONS HAVE BEEN
 FULLY MET AND OBTAINING PERMITS
 UPON THE USER.

**LEDER
 4161 HILLSBORO
 STORAGE**

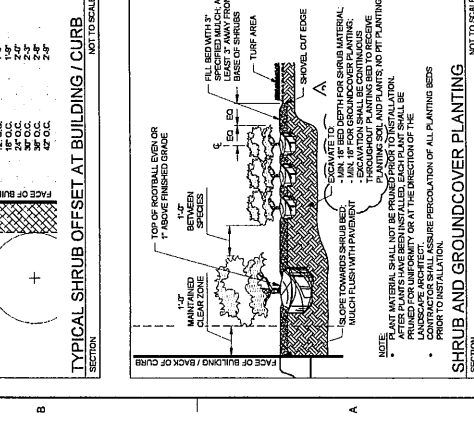
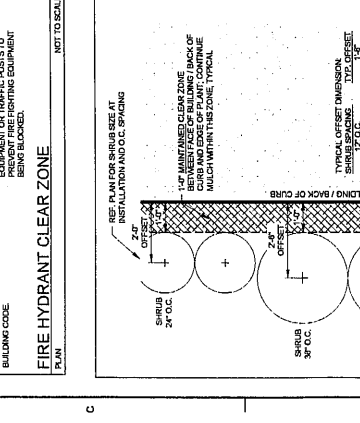
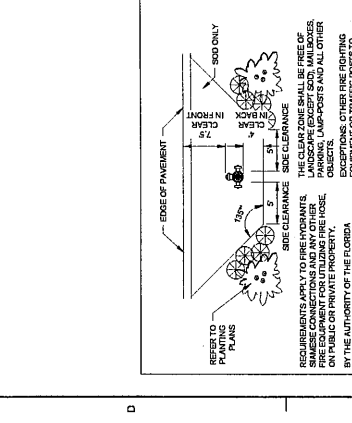
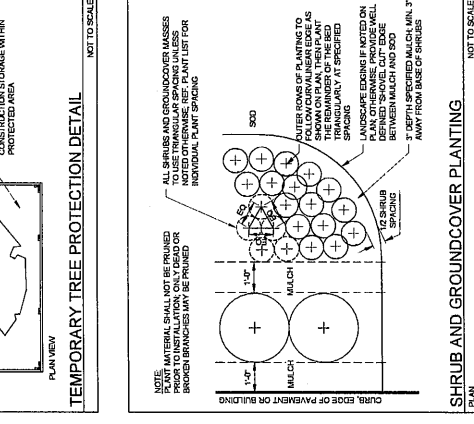
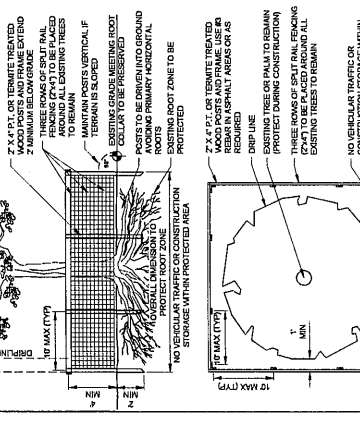
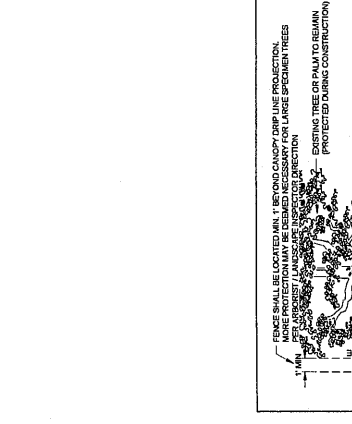
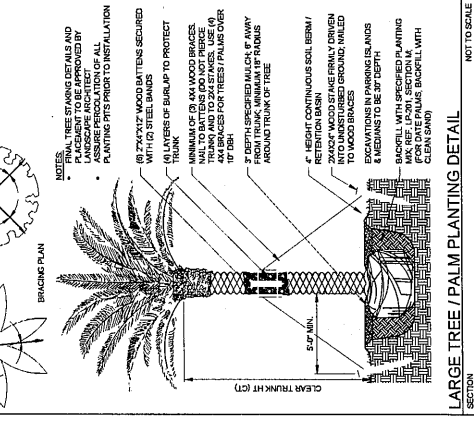
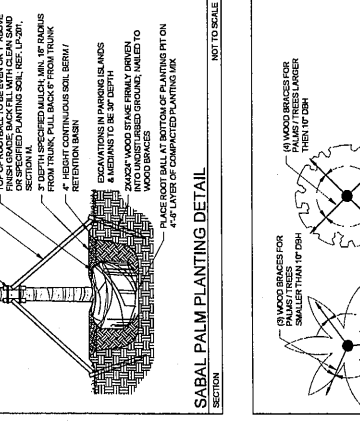
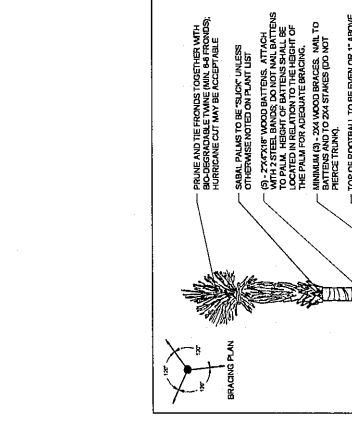
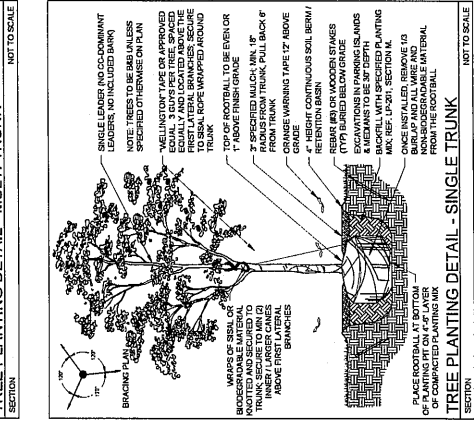
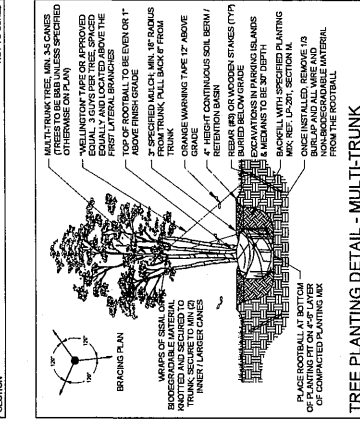
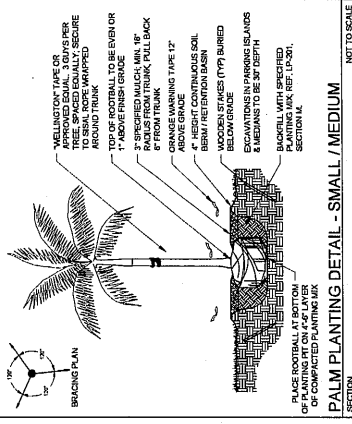
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 DATE ISSUED: 07/06/2023
 DRAWN BY: KG
 CHECKED BY: MP, KS
 MP, KS



**LANDSCAPE
 DETAILS**

SHEET NUMBER
LP-501

PROJECT NO. 09875.01
 DESIGN SPEED - 45 MPH
 FDOT LANDSCAPE PERMIT NO. 2023-1491-00007





KEITH
 Consulting Engineers
 301 East Atlantic Boulevard
 Pompano Beach, Florida 33069-6649
 (954) 769-5400

2150 NW 182 Avenue
 Doral, Florida 33122

Palm Beach County
 120 N Federal Highway, Suite 208
 Lake Worth, Florida 33469

2048 E Livingston Street
 Orlando, Florida 32803

State of Florida Certificate of
 Authorization Number - 7926

NO.	DESCRIPTION	DATE

REVISED CONTRACT NO.

PRELIMINARY PLAN
 NOT FOR CONSTRUCTION
 THESE PLANS ARE NOT TO BE PERMITTED
 UNTIL THE PROJECT HAS OBTAINED ALL
 NECESSARY PERMITS FROM THE LOCAL
 GOVERNMENT AGENCIES AND THE PERMITTING
 PROCESS IS COMPLETED. THESE PLANS
 SHALL BE USED AS A GUIDE ONLY. THE CONTRACTOR
 SHALL VERIFY ALL DIMENSIONS AND CONDITIONS
 SHOWN ON THESE PLANS PRIOR TO CONSTRUCTION
 AND SHALL BE RESPONSIBLE FOR OBTAINING ALL
 NECESSARY PERMITS FROM THE LOCAL
 GOVERNMENT AGENCIES UPON THE SITE.

SCALE: AS NOTED
 DATE ISSUED: 07/06/2023
 DRAWN BY: KGS
 DESIGNED BY: MP
 CHECKED BY: MP, KS

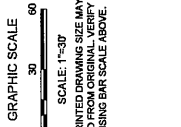


Michael J. Phillips, P.E., L.A.
 Florida License No. LA 18462
 (FOR THE FIRM)

IRRIGATION PLAN
 SHEET NUMBER
 LL-101

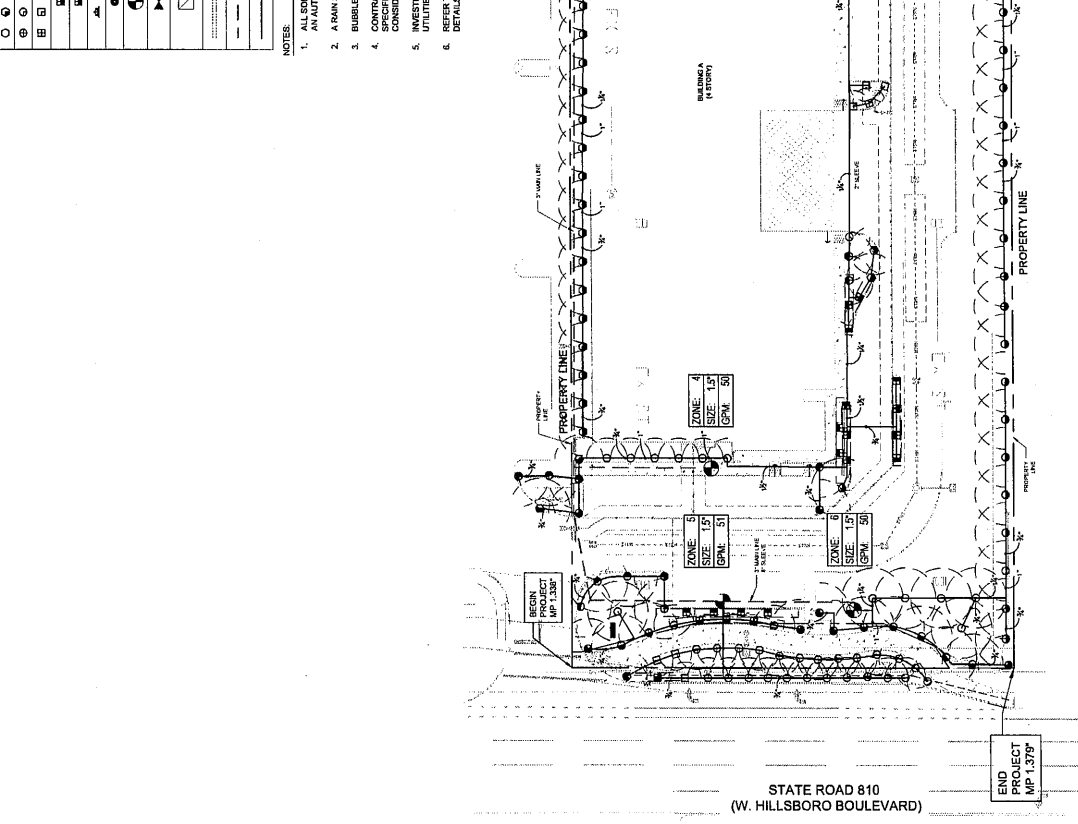
PROJECT NO. 09675.01
 FOOT LANDSCAPE PERMIT NO. 2023-481-00007

- IRRIGATION NOTES:**
- THE IRRIGATION SYSTEM SHALL BE FLOWING AT ALL TIMES TO MAINTAIN ADEQUATELY AND SAFELY MEETS THE WATER NEEDS OF THE SYSTEM. STORM WATER, RECLAIM WATER, OR GREY WATER IRRIGATION SHALL BE USED WHENEVER POSSIBLE.
 - FOOT REQUIRES 24-HOUR EMERGENCY ACCESS TO WATER SOURCE.
 - CONTRACTOR SHALL PROVIDE FOOT DISTRICT OPERATIONS MANAGER WITH A SET OF "AS-BUILT" IRRIGATION PLANS.



SYMBOL	DESCRIPTION
(Symbol)	HUNTER POP & POP-UP ROTOR HEADS
(Symbol)	HUNTER 46 POP-UP ROTOR HEADS
(Symbol)	HUNTER SPRAY NOZZLES: 12" RADIUS, WITH PRO SPRAY BODY
(Symbol)	HUNTER SPRAY NOZZLES: 12" RADIUS, WITH PRO SPRAY BODY
(Symbol)	HUNTER SPRAY NOZZLES: 6" RADIUS, WITH PRO SPRAY BODY
(Symbol)	HUNTER SPRAY NOZZLES: 6" RADIUS, WITH PRO SPRAY BODY
(Symbol)	HUNTER SIDE SPRAY: 35535, WITH PRO SPRAY BODY
(Symbol)	HUNTER END SPRAY: 58575, WITH PRO SPRAY BODY
(Symbol)	HUNTER MULTI-STREAM BIBBLERS: MSN SERIES
(Symbol)	HUNTER BIBBLERS: PKN SERIES
(Symbol)	ZONE VALVE: ELECTRONIC EQUAL TO IRRIGUL SIZE PER MANUFACTURER'S SPECIFICATIONS
(Symbol)	BRASS GATE VALVE: SAME SIZE AS MAINLINE, IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS
(Symbol)	7" SCH 40 PVC COLLAR EXTENSION AND VALVE BOX
(Symbol)	HUNTER MODULAR IRRIGATION CONTROL SYSTEM TO OWNERS' PREFERENCE
(Symbol)	SLEEVES: SCH 40 PVC OR RATED EQUAL CLASS
(Symbol)	THRUST BLOCKS: SCH 40 PVC WITH SCH 40 PVC FITTINGS
(Symbol)	THRUST BLOCKS AT STRESS POINTS, SITE PER PLAN
(Symbol)	VALVE FITTINGS AND GATE VALVES PER SPECIFICATIONS

- NOTES:**
- ALL SDD AND LANDSCAPE TO RECEIVE 1/2" MP 1000 WITH 1/2" NPT END CAP FROM PLANTING IRRIGATION SYSTEM USING APPROVED WATER SOURCE.
 - A RAIN SENSOR MUST BE INSTALLED TO OVERRIDE THE CONTROLLER.
 - BIBBLERS TO BE PROVIDED FOR NEW AND RELOCATED TREES AND PALMS.
 - CONTRACTOR IS RESPONSIBLE FOR ALL CONDITIONS AND IRRIGATION SPECIFICATIONS ATTACHED TO THIS PLAN. PLAN AND SPECIFICATIONS SHALL BE CONSIDERED CONTRACT DOCUMENTS.
 - INVESTIGATE TO DETERMINE AND VERIFY THE LOCATION OF UNDERGROUND UTILITIES PRIOR TO SITE DESIGNWORK.
 - REFER TO SHEET L101 FOR ADDITIONAL IRRIGATION SPECIFICATIONS AND DETAILS.



Sunshine811
 Call 811 or www.sunshine811.com two full business days before digging to have utilities located. Non-member users \$49.95/req.

DESIGN SPEED - 45 MPH



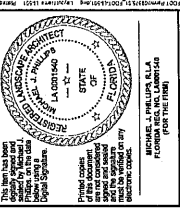
KEITH
 Irrigation Systems
 301 East Atlantic Boulevard
 Pompano Beach, Florida 33069-6643
 (954) 785-0308
 14001 NW 23rd Avenue
 2160 NW 42 Avenue
 Deerfield, Florida 33122
 Palm Beach County
 120 N. Dixie Highway, Suite 206
 West Palm Beach, Florida 33410
 Orange County
 2948 E Livingston Street
 Ocala, Florida 32665
 State of Florida Certificate of
 Authorization Number - 7526

NO.	DESCRIPTION	DATE

**PRELIMINARY PLAN
 NOT FOR CONSTRUCTION**
 THESE PLANS ARE NOT FULLY PERMITTED
 AND THE CONTRACTOR SHALL VERIFY ALL
 DIMENSIONS, CONDITIONS, AND
 REQUIREMENTS PRIOR TO COMMENCING
 WORK. THE CONTRACTOR SHALL BE RESPONSIBLE
 FOR ALL PERMITS AND SHALL OBTAIN ALL NECESSARY
 APPROVALS FROM THE LOCAL AUTHORITIES
 UPON THE SITE.

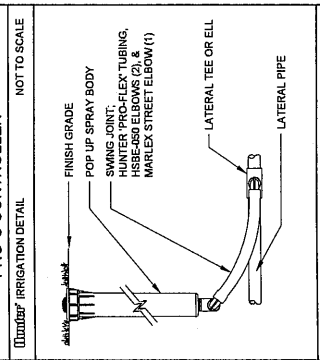
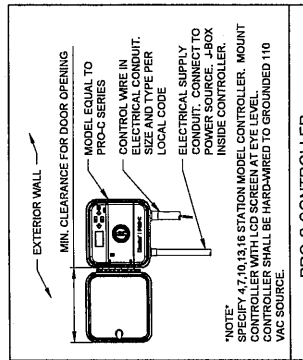
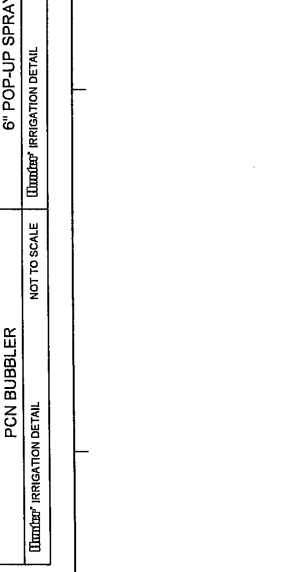
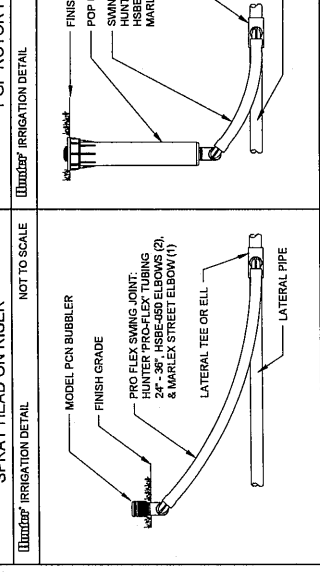
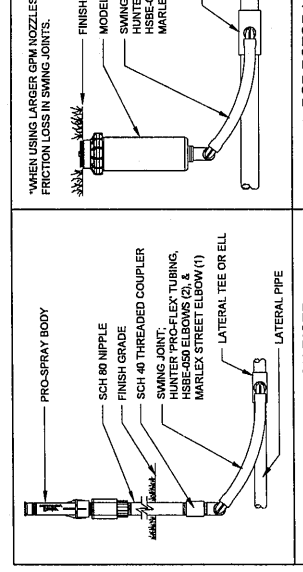
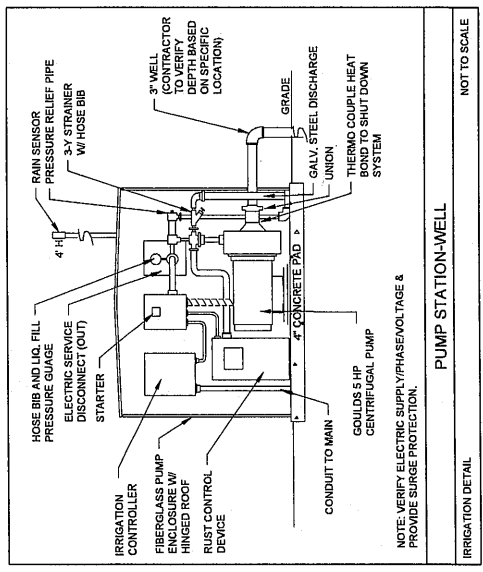
**LEDER
 4161 HILLSBORO
 STORAGE**

SCALE: AS NOTED
 DATE ISSUED: 07/06/2023
 DRAWN BY: KGS
 DESIGNED BY: MP
 CHECKED BY: MP, KS



**IRRIGATION
 NOTES / DETAILS**

SHEET NUMBER
 LI-501
 PROJECT No. 09675.01
 DESIGN SPEED - 45 MPH
 FOOT LANDSCAPE PERMIT NO. 2023-L-491-00007




IRRIGATION NOTES

- THE CONTRACTOR IS RESPONSIBLE FOR ALL MATERIAL REQUIRED TO MAKE THE SYSTEM FUNCTION PROPERLY. ALL IRRIGATION SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND ALSO STATE AND/OR LOCAL CODES.
- IRRIGATION PLANS ARE SCHEMATIC AND DRAWN FOR GRAPHIC CLARITY. ALL PIPING BELOW PAVEMENT SHALL BE SLEEVED. LAYOUT OF IRRIGATION SYSTEM SHALL BE COORDINATED WITH CORRESPONDING LANDSCAPE PLAN.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE LOCAL UNDERGROUND UTILITY PROVIDERS TO VERIFY LOCATIONS. THE CONTRACTOR IS ENCOURAGED TO VISIT THE SITE PRIOR TO INSTALLATION AND BECOME FAMILIAR WITH EXISTING CONDITIONS.
- VALVE LOCATIONS ARE SCHEMATIC ONLY AND WILL BE ADJUSTED FOR SITE CONDITIONS. EACH VALVE SHALL BE INSTALLED IN A AMETEK OR CARSON VALVE BOX. THE FLOW ADJUSTMENT FEATURE WILL BE USED TO BALANCE PRESSURE THROUGHOUT THE SYSTEM.
- PIPING SHALL BE SIZED TO MINIMIZE FRICTION LOSS AND MAINTAIN FLOW VELOCITY BELOW 5 FPS.
- THE IRRIGATION CONTROLLER SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES AND MANUFACTURER'S RECOMMENDATIONS. PROPER GROUNDING EQUIPMENT AND SURGE PROTECTION SHALL BE PROVIDED. A RAIN SENSOR SHALL BE INSTALLED TO OVER-RIDE THE CONTROLLER.
- ALL LEADS ON RISERS SHALL BE SET AT THE HEIGHT OF ADJACENT PLANT MATERIAL.
- SPRINKLER LOCATIONS ADJACENT TO PAVEMENT, STRUCTURES, FENCES, ETC. SHALL BE OFFSET AS FOLLOWS: 12" MIN FOR POP-UP MIST HEADS, 18" FOR SHRUB HEADS, 24" FOR TREES, AND TYPICALLY 3 FEET FOR ROTIONS ALONG UNCURBED ROADWAYS.
- ALL SLEEVING SHALL BE SCH 40 PVC TO SIZE INDICATED ON PLAN, OR IF NOT INDICATED, A MIN. OF 2 PIPE SIZES LARGER THAN SUPPLY LINE CONTAINED. ALL SLEEVES SHALL BE INSTALLED A MIN. OF 2" BELOW FINISH GRADE.
- CONTROL WIRES SHALL BE UL APPROVED IRRI-GATION CONTROL WIRE. USE 14 GAGE CONTROL WIRE AND 12 GAGE GROUND WIRE. WIRE SHALL BE BUNDLED AND ATTACHED TO THE MAIN LINE IN TRENCH FOR THROUGH THE SLEEVES TO BE MADE WITH WATERPROOF DIRECT BURIAL SPLICE KITS AND CONTAINED IN VALVE BOXES. TWO EXTRA CONTROL WIRES SHALL BE INSTALLED TO THE FURTHEST VALVES IN EACH DIRECTION FROM THE CONTROLLER.
- PIPING IN NARROW PLANTING AREAS, PARKING ISLANDS AND PLANTERS SHALL BE SET TO ONE SIDE TO ALLOW ROOM FOR ROOT BALLS. PIPE AS INDICATED ON PLAN IS SCHEMATIC AND SHOULD BE ADJUSTED FOR FIELD CONDITIONS.
- ALL GUEE JOINTS SHALL BE CLEANED, SANITIZED, AND TREATED WITH A COLORED DYE. ALL GUEE JOINTS SHALL BE JOINED USING A SOLVENT CONFORMING WITH ASTM D2584.
- SYSTEM PIPE SIZE 3/4" SHALL BE CLASS 300 PVC; SYSTEM PIPE SIZE 1" OR GREATER SHALL BE CLASS 200 PVC. ALL PIPE SHALL BE SOLVENT WELDED. SCH 40 PVC SHALL HAVE 24" MINIMUM COVER; ALL OTHER PIPING SHALL HAVE 12" MIN. COVER. ALL BACKFILL FOR PIPE TRENCHES SHALL BE CLEAN AND FREE OF FOREIGN DEBRIS AND SHARP OBJECTS. BACKFILLED TRENCHES SHALL BE PROPERLY COMPACTED. ALL MAIN LINES WILL BE INSTALLED A MIN. OF 3' FROM ANY TREE OR PALM.
- WATERING TIME PER STATION WILL BE DETERMINED IN THE FIELD AND PER LOCAL REQUIREMENTS. REFER TO MANUFACTURER'S INSTRUCTIONS FOR PRECIPITATION RATES OF SPRINKLERS SPECIFIED.
- IRRIGATION SYSTEM TO PROVIDE 100% COVERAGE WITH 100% OVERLAP MIN. PROVIDE BUBBLERS FOR ALL NEW AND RELOCATED TREES AND PALMS.
- RUST CONTROL SYSTEM TO BE INSTALLED WITH PUMP STATION (IF FROM WELL). THE IRRIGATION SYSTEM IN THE RIGHT-OF-WAY IS TO INCORPORATE LOW TRAJECTORY SPRAY HEADS TO MINIMIZE OVERSPRAY.
- AS-BUILT DRAWINGS SHALL BE PREPARED BY THE CONTRACTOR AND GIVEN TO THE OWNER PRIOR TO FINAL ACCEPTANCE.

07-PE.05A-07/18

This instrument prepared under the direction of:

Elizabeth S. Quintana, Esq. 
District Four Assistant General Counsel

Sketch & Legal Description prepared by:

Avirom & Associates, Inc.
John T. Doogan, P.S.M. (06/29/2023)

Parcel No. 1804.1R (04-18-2024)

Document prepared by:
Nancy Ferreira (04/18/2024)
Florida Department of Transportation
Right of Way Production Services
3400 W. Commercial Boulevard
Fort Lauderdale, Florida 33309

Item/Segment No. 4413231
Section: 86120
Managing District: 04
S.R. No. 810 (Hillsboro Blvd)
County: Broward
BCPA Parcel ID: 4842 05 09 0010

PERPETUAL SIDEWALK EASEMENT

THIS EASEMENT Made this 23rd day of April, 2024, by **4161 HILLSBORO, LLC, a Florida limited liability company**, whose address is: 4755 Technology Way, Suite 203, Boca Raton, Florida 33431, Grantor, to the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, its successors and assigns, Grantee.

WITNESSETH: That the Grantor for and in consideration of the sum of One Dollar and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the Grantee, its successors and assigns, the following (collectively, the "Sidewalk Easement") a perpetual non-exclusive easement for the purpose of maintaining a sidewalk, including the non-exclusive right to access, ingress and egress, and such other rights that are necessary and incidental to said maintenance, in, over, under, upon and through the following described land in Broward County, Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns forever, and the Grantor will defend the title to said lands against all persons claiming by, through or under said Grantor.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name by its proper manager thereunto duly authorized, the day and year first above written.

4161 HILLSBORO, LLC, a Florida limited liability company
By: [Signature]
Name: SEAN M. LEDER
Title: Manager

Signed, sealed and delivered in the presence of: (Two witnesses required by Florida Law)

Witness (1) Information:

Dawn Ann Fontana
Witness (1) Print Name:
[Signature]
Witness (1) Signature:
200 East Las Olas Blvd. #2100
Fort Lauderdale, FL 33301
Witness (1) Street Address

Witness (1) City, State, Zip Code

Witness (2) Information:

Meris Villalona
Witness (2) Print Name:
[Signature]
Witness (2) Signature:
200 East Las Olas Blvd. #2100
Fort Lauderdale, FL 33301
Witness (2) Street Address

Witness (2) City, State, Zip Code

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 22 day of April, 2024, by **SEAN M. LEDER**, as Manager of **4161 HILLSBORO, LLC, a Florida limited liability company**, on behalf of the limited liability company, who is personally known to me or who has produced _____ as identification.

(SEAL)

[Signature]
Notary Public
Dawn Ann Fontana
Printed or stamped name of Notary Public
My Commission Expires: _____



JOINDER AND CONSENT

LEDER HILLSBORO, LLC, a Florida limited liability company (successor in interest by conversion of LEDER HILLSBORO COMPANY, LTD., a Florida limited partnership) does hereby subordinate its interest in the Mutual Ingress and Egress Easement recorded in Official Records Book 32117, Page 1578, of the Public Records of Broward County, Florida to the Perpetual Sidewalk Easement and consents to and joins in the recording of forgoing Perpetual Sidewalk Easement and agrees that the terms thereof are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 22 day of April, 2024.

Signed & sealed in our presence:

Witnesses:
Dawn Ann Fontana
Print Name: Dawn Ann Fontana

Address: 200 East Las Olas Blvd. #2100
Fort Lauderdale, FL 33301

Meris Villalona
Print Name: Meris Villalona

Address: 200 East Las Olas Blvd. #2100
Fort Lauderdale, FL 33301

LEDER HILLSBORO, LLC,
a Florida limited liability company

By: [Signature]
Name: Sean M. Leder
Title: Manager

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on this 22 day of April, 2024, by Sean M. Leder, as Manager of Leder Hillsboro, LLC, a Florida limited liability company, on behalf of the limited liability company, who is personally known to me or [] produced _____ as identification.

(SEAL)

Dawn Ann Fontana
Notary Public, State of Florida
Print Name: Dawn Ann Fontana



CONSENT AND JOINDER BY MORTGAGEE

The undersigned City National Bank of Florida, as Mortgagee under that certain Mortgage, Assignment of Rents and Security Agreement from 4161 Hillsboro, LLC, a Florida limited liability company, dated February 27, 2024, recorded February 28, 2024 in Instrument Number 119418002, and the holder of that certain (i) Collateral Assignment of Lease, Rents and Licenses made by 4161 Hillsboro, LLC, a Florida limited liability company in favor of City National Bank of Florida dated February 27, 2024 and recorded February 28, 2024 in Instrument Number 119418003, (ii) Collateral Assignment of Contract and License Rights made by 4161 Hillsboro, LLC, a Florida limited liability company in favor of City National Bank of Florida dated February 27, 2024 and recorded February 28, 2024 in Instrument Number 119418004, and (iii) UCC-1 Financing Statement reflecting 4161 Hillsboro, LLC as Debtor and City National Bank of Florida as Secured Party recorded February 28, 2024 in Instrument Number 119418005, all of the Public Records of Broward County, Florida (collectively, the "Mortgage Documents"), covering all/or a portion of the property described in the Perpetual Sidewalk Easement (the "Easement") to which this Consent and Joinder by Mortgagee is attached, does hereby subordinate the lien of its Mortgage Documents to this Perpetual Sidewalk Easement and consents to and joins in the recording of said Perpetual Sidewalk Easement and agrees that the terms thereof are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this ___ day of _____, 2024.

Signed & sealed in our presence:

Witnesses:

[Signature]
Print Name: Jonathan Brookshire
Address: 5100 P6A Blvd
Palm Beach Gardens, FL
33418

[Signature]
Print Name: Keaton North
Address: 5100 P6A Blvd.
Palm Beach Gardens, FL
33418

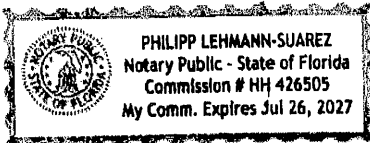
CITY NATIONAL BANK OF FLORIDA

By: [Signature]
Name: David Albright
Title: SVP

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on this 9th day of April, 2024, by David G. Albright as SVP of City National Bank of Florida, on behalf of the entity, who [] is _____ personally known to me or [] produced FL. DL. as identification.

(SEAL)

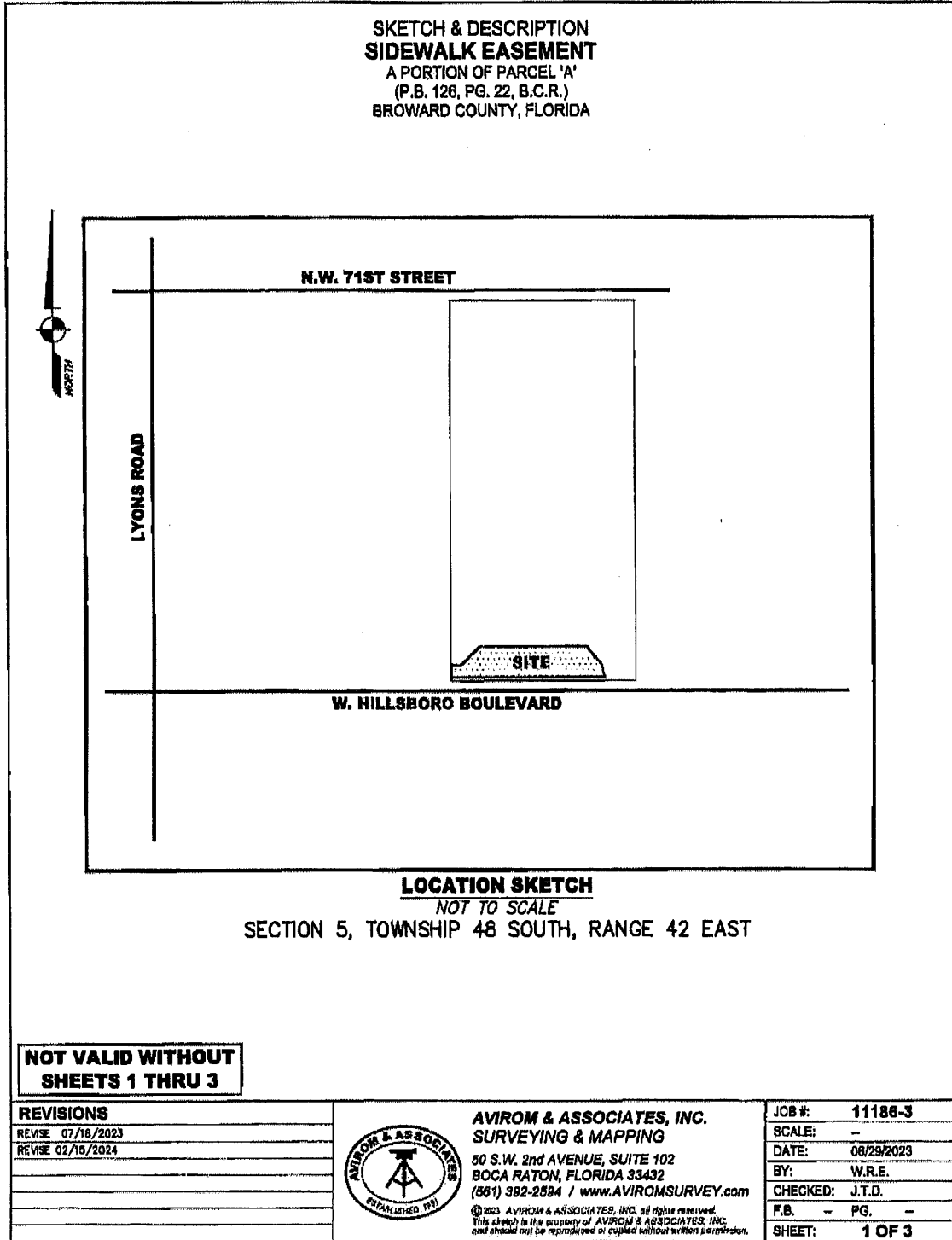


[Signature]
Notary Public, State of Florida
Print Name: Phil L. Suarez

EXHIBIT "A"

Parcel No. 1804

Item/Segment No. 4413231



**SKETCH & DESCRIPTION
SIDEWALK EASEMENT
A PORTION OF PARCEL 'A'
(P.B. 126, PG. 22, B.C.R.)
BROWARD COUNTY, FLORIDA**

LAND DESCRIPTION:

A portion of Parcel 'A', WORKINGMAN'S NURSERY, according to the Plat thereof, as recorded in Plat Book 126, Page 22, of the Public Records of Broward County, Florida; being more particularly described as follows:

Commence at the Southeast corner of said Parcel 'A'; thence S89°37'48"W, along the North right-of-way of Hillsboro Boulevard, as recorded in Official Records Book 33601, Page 1736, of the Public Records of Broward County, Florida, 31.71 feet to the Point of Beginning; thence continue S89°37'48"W, along said North right-of-way line, 186.16 feet to the West line of said Parcel 'A'; thence N00°22'32"W, along the West line of said Parcel 'A', 7.74 feet; thence N89°24'12"E, 4.17 feet; thence N75°26'12"E, 58.37 feet; thence N89°37'48"E, 93.19 feet; thence S66°12'39"E, 27.48 feet; thence S33°47'16"E, 12.97 feet to the said North right-of-way line, also being the Point of Beginning.

Said lands lying in Broward County, Florida and containing 3,384 square feet, more or less.

SURVEYOR'S NOTES:

1. Reproductions of this Sketch are not valid without the signature and the original seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
2. The property shown hereon is subject to agreements, covenants, easements, restrictions and other matters contained in the Title Report, Report Number 23182001, prepared by Title Partners of South Florida, Inc., dated December 1, 2023. Where applicable, these instruments are shown on the sketch & description. Aviom & Associates, Inc. did not research the public records for easements, rights-of-way, ownership or other instruments of record.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings shown hereon are relative to the plat, Workingman's Nursery, based on the East line of Parcel 'A' having a bearing of N00°22'32"W.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: B.C.R. = Broward County Records; CL = Centerline; F.B. = Field Book; L.B. = Licensed Business; O.R.B. = Official Records Book; P.B. = Plat Book; PG. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement.

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

Date: 2/15/2024 John T. Doogan, PLS
 Digitally signed by John T. Doogan, PLS
 Date: 2024.02.15 12:34:52 -05'00'
 JOHN T. DOOGAN, P.L.S.
 Florida Registration No. 4409
 AVIROM & ASSOCIATES, INC.
 L.B. No. 3300

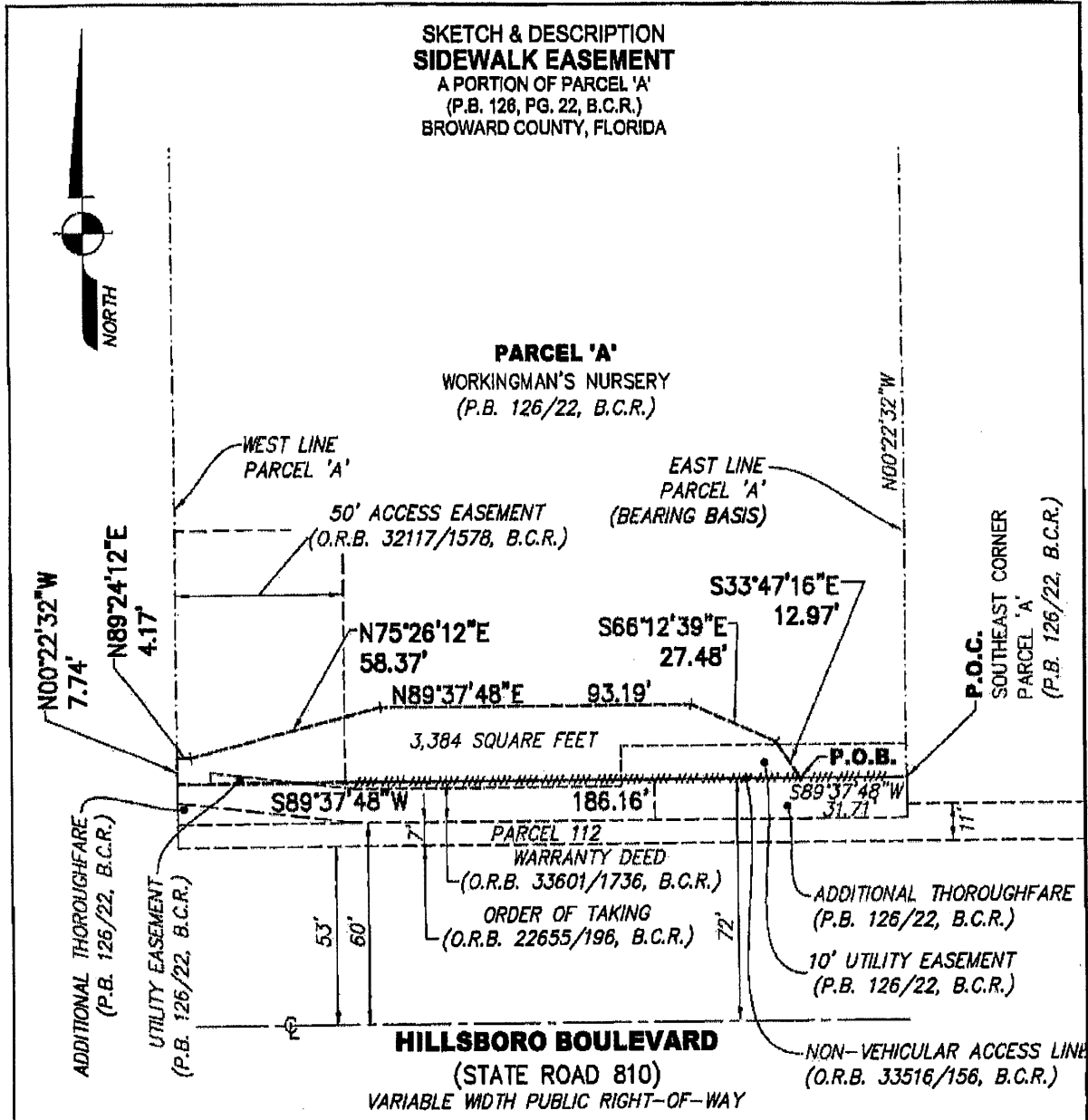
NOT VALID WITHOUT SHEETS 1 THRU 3

REVISIONS	
REVISE	07/18/2023
REVISE	02/15/2024

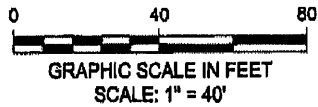


AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
 80 S.W. 2nd AVENUE, SUITE 102
 BOCA RATON, FLORIDA 33432
 (561) 382-2594 / www.AVIROMSURVEY.com
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JOB #:	11186-3
SCALE:	-
DATE:	08/29/2023
BY:	W.R.E.
CHECKED:	J.T.D.
F.B. - PG. -	- -
SHEET:	2 OF 3



**NOT VALID WITHOUT
SHEETS 1 THRU 3**



REVISIONS	
REVISE	07/18/2023
REVISE	02/15/2024



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JOB #:	11186-3
SCALE:	1" = 40'
DATE:	08/29/2023
BY:	W.R.E.
CHECKED:	J.T.D.
F.B.:	-- PG. --
SHEET:	3 OF 3

EXHIBIT "D"

SECTIONS 1.A. AND 1.B. AND 4 OF THE FDOT MMOA AMENDMENT

1. The parties herein agree to modify the Original Agreement accordingly:
 - a. The following sentence is added to the end of section 3.A. MAINTENANCE OF FACILITIES:
 - The AGENCY shall be responsible for all maintenance and repairs to FDOT sidewalks directly attributable to tree roots or other AGENCY maintained improvements.

S:\Transportation Development\Design\In-House Design\Landscape Architecture\2 - MMOAs\Coconut Creek\INCLUSIVE COCONUT CREEK\AMENDMENT 10 - Hillsboro Storage\Inclv Amend\10_CocoCrk 2023-L-491-00007 - revised in Track Review 11-16-24.doc

SECTION: 86120000
COUNTY: BROWARD
STATE RD: 810
PERMIT: 2023-L-491-00007

- b. The following section is hereby added:

20. 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.
4. The AGENCY agrees to maintain the Additional Improvements in accordance with Part I of **Exhibit "C"** Maintenance Plan for Landscape Improvements, of the Original Agreement, and in compliance with:

SPECIFIC PROJECT SITE MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS

All trees are intended to be maintained at mature height and spread.

- LI (Crape Myrtle)
- MF (Simpson Stopper)

Remove suckering growth from base and clear trunk areas on single trunked trees on a quarterly basis. Lift canopy only as necessary to provide a clear walking path.

Groundcover and shrubs lateral growth shall be maintained to prevent foliage from growing beyond the limits of the planting areas shown on the plan. Also, maintain a 6" setback from foliage to the back of curb, pavement, and/or sidewalk.

Groundcovers and shrubs shall be maintained at the following vertical heights:

- ARA (Perennial Peanut) – between 6"-12" ht.
- CHH (Horizontal Cocoplum) – 18" ht.
- ERN (Golden Creeper) – between 12"-14" ht.
- GAL (Thryallis) – 20" ht
- JUN (Parson's Juniper) – between 12"-14" ht.
- LAM (Trailing Lantana) – between 12"-14" ht.
- STJ (Native Porterweed) – between 12"-14" ht.
- ZAM (Coontie) – 20" ht.

No mechanical pruning equipment to be used with the Zamia. Hand pruning to remove dead fronds only.

Inspect monthly to always maintain full ground coverage for groundcovers and shrubs. Inspect the irrigation system performance on a monthly basis to ensure the system's pressure is providing adequate coverage and clean or replace any irrigation nozzles that are not properly functioning.

Evaluate plant material on a monthly basis for pests and diseases. If required, follow the integrated pest management program established by the Agency to ensure healthy plants.

To avoid slip hazard, keep concrete walkway free of mulch, sand, leaves, etc.