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

- 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 Page 1 of $11\,$

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 rightof-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.
- 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 <u>Public Records.</u> The parties shall comply with all public records requirements of Chapter 119, Florida Statutes, as may be required by law. The parties agrees to:
 - 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 <u>Assignment and Performance</u>. 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 <u>All Prior Agreements Superseded</u>. 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 <u>Amendments</u>. 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 <u>Third Party Beneficiaries</u>. 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 <u>Materiality and Waiver of Breach</u>. 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 <u>Compliance with Laws</u>. 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 <u>Severability</u>. 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 <u>Joint Preparation</u>. This Agreement has been jointly prepared by the parties hereto, and shall not be construed more strictly against any one (1) party.
- 4.13 <u>Priority of Provisions</u>. 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 <u>Incorporation by Reference</u>. 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 <u>Counterparts</u>. 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.

Marty Cropo Witness Printed Name: Maritza Crespo		rida limited liability company Sean M. Leder, Manager
Witness Small Printed Name: Angela Small		
STATE OF FLORIDA) SS COUNTY OF Ralm Biach		
The foregoing instrument was acknowle	edaed l	pefore me this 3L day of De

The foregoing instrument was acknowledged before me this 3 day of December, 2024 by [v] physical presence or by [v] 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

Notary Public - State of Florida

Commission # HH 357361

My Comm. Expires May 28, 2027

Bonded through National Notary Assn.

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)

Michael Phillips

Permit or FM No(s): 2023-L-491-00007 **RLA of Record:**

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 dean 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 <u>optional template</u> below to ensure compliance with the project's maintenance performance requirements and to achieve the "DESIGN INTENT".

<u>DO NOT USE ALL OF THE FOLLOWING OPTIONAL TEMPLATE EXAMPLES</u> if the project is <u>NOT</u> 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 1 w fla 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

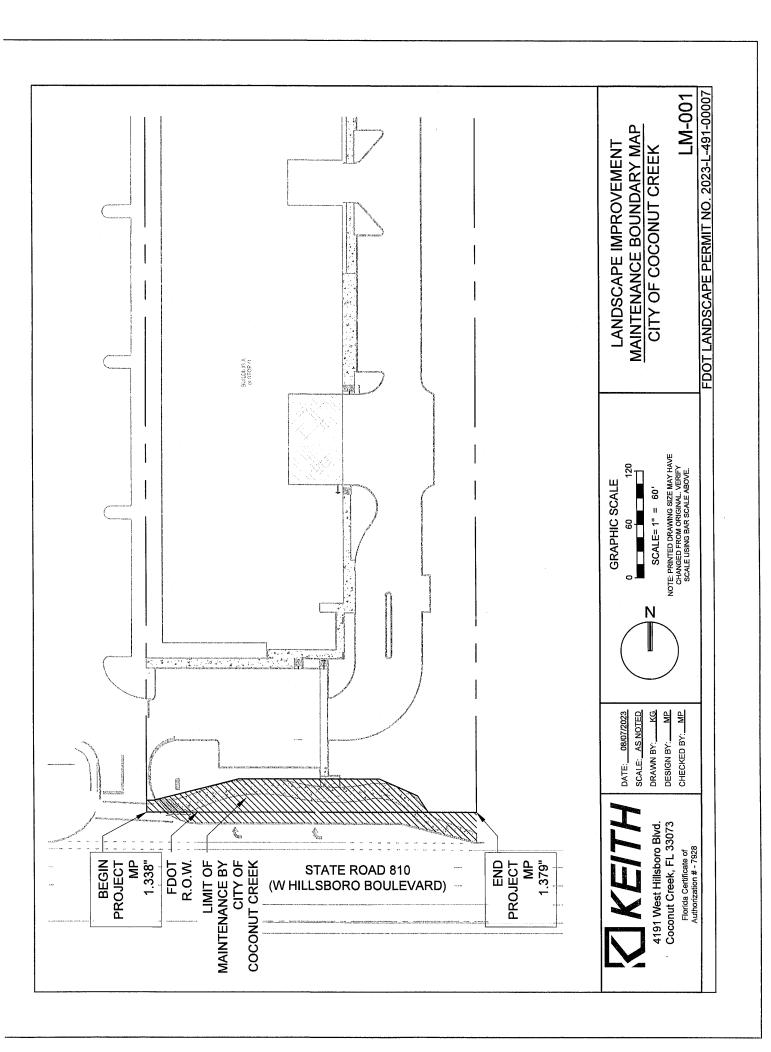
Florida Department of Transportation, *Maintenance Rating Program Handbook* http://www.dot.state.fl.us/statemaintenanceoffice/MaintRatingProgram.shtm

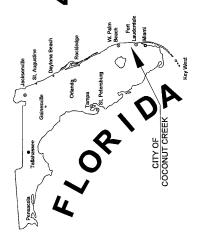
Florida Department of Transportation Outdoor Advertising Database http://www2.dot.state.fl.us/rightofway/

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



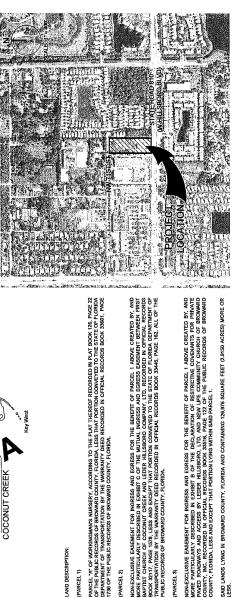


FDOT LANDSCAPE PERMIT

4161 HILLSBORO STORAGE

BROWARD COUNTY, FLORIDA CITY OF COCONUT CREEK 4191 W HILLSBORO BLVD.





LAND DESCRIPTION

(PARCEL 2)

(PARCEL 3)

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

Exhibit C

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

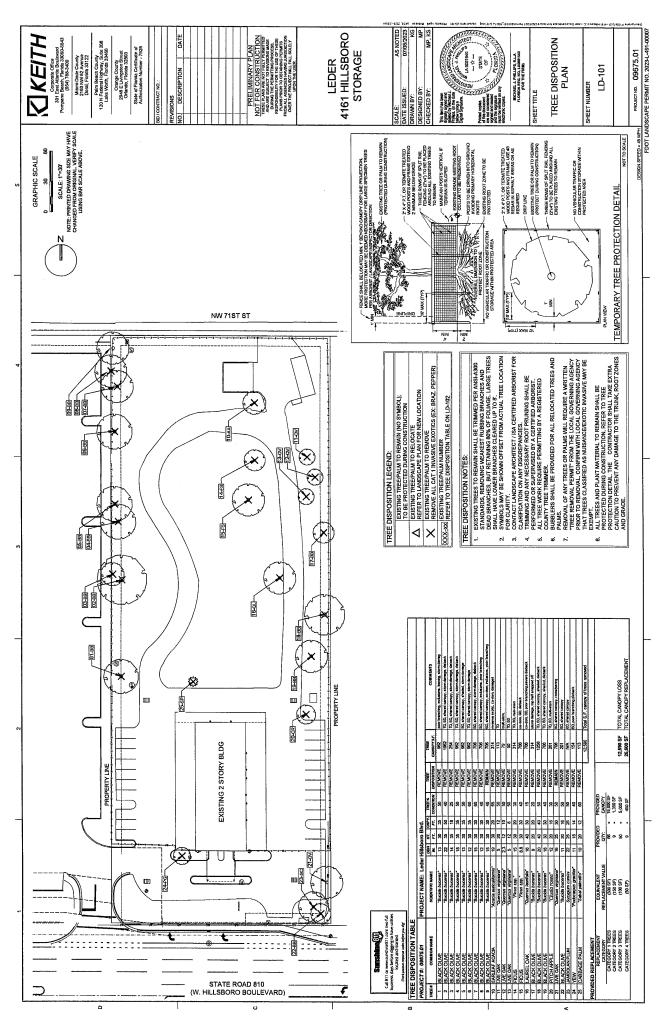
301 East Atlantic Boulevard Pompano Beach, Florida 33060-6643

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

PROJECT No. 09675.01 ISSUE DATE: JULY 2023

DESIGN SPEED = DOT LANDSCAPE PERMIT NO. 2023-1-49

FDOT LANDSCAPE PERMIT



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(Chical and partners and partners are specially as a second and a second a se		mentode is then with pilet to intermediate which which expends to the parameters of the control	Figure 3 and in a bit is decired the 18 are 8 in a data in the wide field decided and in request exact the could of these and should be 18 are	2. No substitution of plant mattering type or sizes will be permitted. 3. To statut controlled and other control
1. A MS of the control of the contro		proof. Departs can be not not not not seem the measures of the many species, it is, not quality or part profession and provide the proof of the proo	in set alone the self-alone have region and the self-alone self-al	6. To debat in injusprent, Contrictor must provide intense of all in 1867. 1. MACO proposation and an industrial and a single of the other proposation and a single other pro
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14. L'impossi, centra gian au altra servence on part il conception, particip gian audi has recenten on part il conception, particip gian au di has recenten on part il conception, particip gian au di has recenten on part il conception di conception, particip gian au di has recente on particip di conception, participa di participa di conception, par		The set is the country does in the country in the rest of the country in the country of the country of the country is the country of the coun	propositionable (new John.) 1. USAN, All tree designates as supplicated bank shall have a single, retained, straight, dominant leader, proper structural handward and even hands districtured. In the supplication and even handward handward handward handward for the single supplication and supplication and supplications. The supplication are historication for the paint supplication for the paint supplies and the paint supplies for the paint suppl	i
C. CHORNEL ARROPATION LANGE AND ARROPATION CONTRICT OF THE ARROPATION CONTR		all famour devoled camping to with control of the brain and the brain day in relacion. Treatplane should be bug in state the control of the c	executed here the management and the form of the control of the co	 WATERING All relant material shall be watered in thereworthy at the time of pla.
C. COCKINA. LANGEGIANY COTTSS. 1. Prints power to achieve print of the control of the prints and the control of the control o		unite propriet person. Support and propuration of the even that for the throughest and be stone pror in encounty the best from the support and propulation of the even that from the support and propulation of the support and the support a	length of the palm and shall not taper off to disproportionate trainers towards the crown. Inces with bark	
化 化氯化烷 医乙酰酰胺 化		Apply along programmer of the restriction to the temperature of the programmer of th	inclusion, tipped branches, and co-dominant trunks will not be accepted. Trees with gramm, circum and/or	receive adequate water during the installation and until competed watering of all new trees and palms and any supplemental waters.
化 化溴 安 森 春花 雕 數 机		S. The kinckaping Contractive is bevered that a live where these appropriate procession. 2. Packing the strip may be concessary to built he be the contractive to processing the strip death for a second strip to contact more than the contractive to the contrac	plunging reds will be rejected. Lies purson grown other materials that complex with all required inspection, grading spindards, and plant.	required to augment natural ratifall and site impation is mandator plant establishment and development and shall be provided by O.
化洗 安 医乙酰酰胺 化		29. A G' squeer shall be created around the edge of the plant put to help hold water, see planting deball for pedificial information and the production of the plant plant to the plant the production and these or native that	regulations in accordance with the latest edition of Florida Department of Agriculture, Grade & Standards to:	,
化洗 法 吳 春不母母恨 上		exceptions promising the production and action of the production o	Numery Plants*. 5. At treas and paints shall be free of open wounds and unsignity visible scars.	; ;
化洗 安 表不明的证 上		29. Until the guidatine period use universal provincial and the responsible to resource of the commercial and the commercial an	All substitutions must be approved by the governing authority if it is required Canopy and by Landscaps Architect/Owner if supplementary accord material.	*
电 光 电 电不电电话 七		ere not verbical when Caused by whos less than 74 mpn. 30. After transplanting trees and palms, the landscape contractor shall be responsible for obtaining water and	 Contractor shall compty with Federal, State, and Local laws and regulations pertaining to the inspection for near disease, and insert inheritation. 	
4 6 67 6 6 7		watering to maintain soil molettre during the guarantee period at a minimum of. First month-daty, Second month-three times per week, Third and Fourth months - two times per week, Last eight months - one time per	S. Trees, paint, structing ground control.	and owner accepts and takes ownership). And evenes and implement distances to delete resulting from landscape operations shall
光 克 易不免免债 七	I without authorization or used for other projects 31	week. 31. For trees over 4" in caliner at the time of obstrice, the schedule should be. First six weeks, daily, one and a half	Plint species are sees of an countrie to anose measure or are mention. As the continue of the Florida accordance with grades and standards for nursery plants pairs 1 and 2, labora edition published by the Florida.	
ನ ನೆಗಳಿನಿಕ್ಕೆ ಗ	I amy existing sod, electrical and impation. Any remained to the principal state by the Landscape	months to six months - three times per week, last 5x months - one time per week.	Department of Agricultura and Consumer Servicus, unless specified otherwise. All paints shall be incrital grade number 1 or better as determined by the Florida Division of Paint Industry and tightly linit plant, so	÷
ಬ ಪ್ರಾಥ ಚಿ. ದೆ.			trained or favored in its development that first appearance is unquestionable and it is outstandingly superior in from sumbaced benefits connections and examinate all shall be freely due to usual beather.	
موبد هو مو ہے ج	d in the field and approved by the Landecipe H, sowiedges that material planted without approval 1.	STE PREPARATION & GRADING 1. Landscape contractor shall become and Miconspected solb that are everly compacted in all planting areas of	office in section to section of the	
e, c, e, e, €, −,	chitect to maintain design intent if not followed	the project to provide for proper soil aeration for plant establishment.	Trees and paints shall be uniform in size and shape. All materials shall be subject to approval by the Landscape architect. Plants shall be pruved prior to delivery only upon the approval of the Landscape.	W. MAINTENANCE
K 86 86 12	2	health of the plants. Ume rock toga material shall be removed within planting pits and adjacent to pavement.	Architect. A combiner cown malerial ahall be healthy, vicerous, well-poled clarits and established in the container in	 Landscape Contractor to return to job site 12 months may choose to retain 5% of payment to ensure complic
خ خ خ	scape material, the time rock sub-base material is mit.	The planting areas should be clean to a depth equal to the root ball of the trees/pains proposed for the area. Planting area so is shall be tested for th before planting. Solls showing high (alkeline) ph (over 7.5) shall be	which they are sold. The plants shall have tops of good quality and be in a healthy growing condition. An	The Landscape Contractor shall water, mulch, weed, prune, and otherwise mair unit commented of contract or accordance by landscape architect. Settled plants a
øi ₽ - +	ts to the landscape architect to pre-approve all	amended or replaced with relikin soit having a phrange of 6.5 - 7.5, as approved by Landscape Architect. All obmitro areas and charding oits shall be basked for sufficient percolation prior to final planting and integlion.	tong enough for the new through note to have developed so that the root mass will retain its shape and hold	planting saucers restored, and defective work corrects
ē +	n that of the intgation, landscupe lighting, and	installation to ensure proper districts. Plant beds in puriting tells and in areas compacted by heavy equipment	together when removed from the container. 10. Field grown trees and palms proviously root pruned shall obtain a root ball with sufficient roots for confinued	
	nergence herbicide after weeds and grass have	4. Landscape Contractor shall treat plant greats with pre-emergence historicie after weeds and greats have been	growth without resulting shock. 11. Root suckers on any tree are not acceptable and must be properly oruned.	×
-4		removed. Landscape Contractor shall wait (1) seven days after pre-emergence treatment prior to partiting. 5. Sits preparation shall include the enadication and removal of any weeds, clean-up of any obed material, debris,	 Contractor shall continues with Landscape Architect and Owner to obtain prior approval for the selection of the answers are an experienced and are trained from their ask feet in helpit. Contractor to supply the answers are asserting. 	-: -:
÷		and rubbish. 6. General site and berm grading to +4-1 inch (1*) shall be provided by the general contractor. All finished site	photograph of trees prior to purchase and installation.	33
		grading shall be provided by the Landstrape Contractor, All planding beds shall be free of all recks 1/2" of larger, sticts, and objectionable material including weeds and weed seeds. All time rock shall be). PLANTING NOTES	: E :
2. Landscape contractor to call the local Landscape Impector to a		removedideaned down to the rative solk. The I medicane controlled and a result to be destine the relative sold.	 At the discretion of the Landscape Architect, points are subject to review for approval for size, variety, conditions and appropriateness to the design intert. 	3 2
3. At mandatory requirements by local Landscape Departments and		8. All trees and goard material to remain shall be protected during construction. Contraction shall install protective	All synthetic buriato, synthetic string or corta, or wire betwels shall be removed before any trees are planted.All synthetic tape (i.e. tagging tape, numery tape) shall be removed from trunts, branches, etc. before	ë 2
contracts commiss of accepting contract to compay prompey on		Games such as I entar change easily entiring an annual, to be instance before any longituding to one project. Barriers shall be located to include the drip line of the trees, paints and plant material. The contractor shall	inspection. The top 1/3 of any natural burisp shall be removed or burked into the planting hole before the brees are back filled.	time material basis. "Plants" includes all trees, palms, shrubs, gr Contractor.
E TREEREMOVAL		take extra caudion to prevent any damage to the trunk, not zower and grade, within gaste within parting areas to be 4" below adjacent paved areas or top of curb. Sod areas to be 2" below.	 All 'groundcaver' requires 75% coverage and 100% within 3 months of installation. Bring to the attention of a varieties a protect in writing helper commercion if the is not achievable with the decion. 	>
 Removal of any trees or paters will require a written free removal permit from the local governing agency prior to removal. Non-pative trees classified as "prohibited" trees may be exempt from the permit if listed as 		 All planting beds shall be shaped and stoped to provide proper distrags away from building and structures and to swales: if accitable. 	4. Set tee no deeper than it was in its original growing condition with the top of the root ball even with, or signify	1. All york to be done in a protessional marrier.
Category 1 by Florida Exotic Pest Plant Council Confirm with Loc			higher (+4-17) than the interhed grade. 5. All theosypatims shall be planted so the top of the root ball, root flair are slightly above final grade. Shrub	4 11
Melateuca, Australian Pine and all invasive trees as categorized	and by the governing agencies, whether listed on	IRRIGATION	material shall be planted such that the top of the plant ball is flush with the surrounding grade. A these and nature shall be braced / staked per accepted standards by the Ploids Nutsey. Growers &	
plans or not. 3. The Landscape Contractor is responsible for coordinating tree and pain removals and bansplants shown on	1. 2. and pain removats and transplants strown on	 Any intigation Notes and specifications included in intigation Sheets govern over the fallowing Impation Notes. The Landscape Contactor shall coordinate with the intigation contractor if not the same and leave provisions. 	Landscape Associated (FNGLA) National to provide the patricip for any reason is prohibited and the material will	
	or is to remove and discard from site existing swittin landscape areas.	for all individual trees in turf eness and all planting beds. Impalson / Landscape conductor to quantifies 100% coverage and 50% overlap (head to bead coverage) to all	7. Althora, new or relocated to be etaked and guyed as detailed.	i
		Enrickcaped areas and further and linshill a rain sensor. I rincation Contractor to asked design to profes conditions adjusting heads and changing recisites as required to	 Layout and use the conditions smooth into the balls or contained of 1" wider than the spread of roots Excavate pit or trench to 1-12 times the diameter of the balls or contained of 1" wider than the spread of roots 	Landscape Artiflect
F. EXISTING TREES 1. Existing trees designed to remain shall be protected during a	ng all construction phases. Any trees or shrubs	avoid overspoop orth buildings or pavod areas. The contractor who areas that the investion avaiton is consistional and fine of leafor point to any planting being	and 3" despet than required for postponding at proper negatir. Compated a spet of support in posters passing plants. Backfill around plants with planting mixture, compated to aliminate voice and air pockets. Form	STD = Standard (single trunk)
designated to remain that are scarred or destroyed will be re- annested colors	replaced at the contractor's expense, per the	finalzed. Plant material that is installed prior to the inspalon system being operational shall be watered by the preference of the other for each establishment shall be included in the cost of the old if.	grade stigring danger and berned at egges or excellence, Apply 3, or much. 10. Croundcover and shrubs to be spaced in a uniform and consistent pattern per planting details.	BLOG DEP = Building Department
Existing plant material not shown on the plan and in conflict with now nearling installation by the landershe Architect. Treas and	with new planting shall be evaluated at the time of 6, and obsert material indicated to be relocated with	 AB guidelines as outlined by the South Florida Water Management. District (SFWAID) or water management. Antistic of underline and he strictly advanced by 	 All mechanical equipment, integration pumps, FPL transformers, pool pumps, etc. shall be screened on a minimum of three sides by landscape shrubs. 	FPL= Forder Formation
no new location provided in plans shall be moved to a location of	on on alle designated as a numery holding area 7, or increased until new location is definitived.	 Any existing injustment and a patent at the retrofitted to comply with the specifications as outlined above. 	 Contractor shall not mark or scar trunks in any trashlon. When requested by Landscape Architect, demorstration of healthy root system if not previously approved, can 	C.C.: Cerandar of Occupanty ISA CA or ISA Arborist = Informational Society of Arboriculture C
With the foot ball protected from affect surigin, measurement as a Prune trees to remove damaged branches and improve natural.	in shape and thin out structure. Do not remove		include the removal and re-installation for inspection at no additional cost to the owner. A. Remove related Plant material from the Site immediately and relation with acceptable plants.	
mone than 19% or paracrees, LO not pruhe butte minute maken. 4. Puthe existing structs to territore duranged foreither and hiptore natural shape. 5. Contains the entire that he have not always and the minute of the binning shall be	ove natural shape. 1. for natural shape. 1.	HARDSCANTE & OTHER WATERFULS. 1. Face of these and palms to be located a minimum of 2 sottack from all fences, walkwing, walls, and paved	FERTILIZATION	
performed by an ISS Certified Absorber to ensure quality work.	minimum classame for aidwalks and addition	SUMBLES, UNKNESS ORNINGES INDICATED ON THE PARTY, NOTICE TO OBDIES.	 All Ferditzation shall comply with dath ferditzation laws. Ferditzation shall be Agriform 720-10-5 Plus minors* or similar approved slow-release tablets applied per manufactum suggested application rate chart 	
 All excessing trees shall be inted and unimed to provide an orient wateways and a 14' minimum clearance for roadways, driveways: 	typ and all vehicular use areas.	UTILITIES CLEARANCES 1. The contractor shall be responsible for determining the location of and avoid and protect utility lines, buried	Servitermo 2 Same Yorkers (SXIX 90020)* 500 bibliotecture)	
 Selective canopy and mot pruning of existing trees can be co. 	conducted (only as necessary and in no event		אמוווסניוונים לו במוחים (סירטים סירטים (סירטים אוניים)	

Management of the control of the con

Samples to include specified a delivery to the site. Include review prior to delivery to the

cent courses. Work sitted soil from sodded areas, Sod on

DESCRIPTION

and a deceded by the Landscape and acceded by the Landscape and acceded by the Landscape been deceded by the Landscape been deceded by the Landscape and offer his were been from an effected on the plant accepe Architect and request a Landscape Architect for owner within authoritiscian for owner within authoritiscian from the Landscape Architect for owner within authoritiscian from the Landscape Architecture and control for the Landscape and Landscape and

ed by Landscape Architect. No actor shall provide certification al contaminants. nd throughout all hedges and

LEDER 4161 HILLSBORO STORAGE

fing in advance. leamed incorporated therein by these notes, the terms of this

LANDSCAPE NOTES

SHEET TITLE

LP-001

SHEET NUMBER

DESIGN SPEED = 45 MPH PROJECT NO. 09675,01 FDOT LANDSCAPE PERMIT NO. 2023-L-491-0000

	301 East Atlantic Boulevard
O	301

and the Attainer Beachers

John San Water Beachers

John Water

REVISIONS
NO. DESCRIPTION DATE

LEDER 4161 HILLSBORO STORAGE

PLANT LIST

	SES	UBS & GR	SHRUBS & GROUNDCOVERS		
Ţ	Z	KEY	PLANT NAME	SIZE I REMARKS	SPECIE %
375	;	ARA	Arachis glabrata PERENNIAL PEANUT	6" HT; 12" SPRD; 12" O.C.	8.5%
178	1	CLU	Clusia gudiffera SMALL LEAF CLUSIA	36" HT; 30" SPRD; FULL TO BASE; 30" O.C.	\$
88	ž	E S	Chrysobalanus icaco Horizontal' HORIZONTAL COCOPLUM	18" HT; 20" SPRD; 24" O.C.	1/2
285	z	CHR	Chysobalanus icaco	24" HT; 24" SPRD; 24" O.C.	ž
2	7	CRN	Clusia rosea Wana' DWARF CLUSIA	12" HT; 16" SPRD; 18" O.C.	ž
848	ž	ERN	Emodia littoralis GOLDEN CREEPER	12" HT; 14" SPRO; 16" O.C.	15%
ä	•	GAL	Galphimia gracilis THRYALLIS	24" HT, 24" SPRD, 24" O.C.	*1
Ξ	ř	HAM	Hamelia palens FIREBUSH	S HT; 36" SPRD; FULL; TREE FORM	%Z0:
219	:	ню	Hamelia nodose HAMARF FIREBUSH	24" HT; 24" SPRD; 24" O.C.; FULL TO BASE	2%
95	:	NOC	Juniperus conferta Parsonii* PARSONS JUNIPER	12"HT; 16"SPRD; 18"O,C.	2.5%
105	:	LAM	Lentane montrydensis Trating Lantana	12" HT; 14" SPRD; 18" O.C.	25%
213	Z.	MUH	Muhlenberga capillans GULF MUHLY GRASS	24" HT; 24" SPRD; 30" O.C.	%
302	ž	NEP	Nephrolepsis exailata SWORD FERN	CERTIFIED NATIVE ONLY	%
7		PAS	Pussifora incarnata PURPLE PASSION VINE	6' HT; FULL VINE; ATTACH TO WALL GRID	2,10.
315	ŗ	PSY	Psychotria nervosa WLD COFFEE	20" HT; 24" SPRD; 24" O.C.	10%
20	•	RON	Rondeletia splendens PANAMA ROSE	24" HT; 24" SPRD; 24" O.C.	1%
35	z:	SER	Serenos repens SAW PALMETTO	18" HT; 18" SPRD; 36" O.C.	*
75	2	STJ	Stachytarphata jamaiosnais NATIVE PORTERWEED	12"HT; 16" SPRD; 24" O.C.	ž
82		TFP	Tabernaemontana 'Flore Pleno' CRAPE JASMINE	36" HT, 36" SPRD, FULL CANOPY, TREE STANDARD	1%
265	ž	TRD	Trachekospermum floridanum DWF FAKAHATCHEE GRASS	24" HT; 24" SPRD; 30" O.C.	4%
1800	N.	WET	Segitlaria, Ponhoderia, Juncus WETLAND MIX	12" HT; BARE ROOT; 24" O.C.; 40%, 20%, 40% OTY.	29%
175	Z.	ZAM	Zamis pumis (Zamis floridana) COONTIE	20" HT; 20" SPRD; 24" O.C.	4%
		SOD	ST, AUGUSTINE 'FLCRATUM'	SOLID SOD	

SH PR

· 7

N DENOTES MATIVE SPECIES
DENOTES HIGH DROUGHT TOLERANT SPECIES
DENOTES MODERATE DROUGHT TOLERANT SPECIES

					DATE ISSUED:
ΞĀ	PLANT NAME	SIZE / REMARKS	SPECIE %	REP.	DRAWN BY:
8	Acer rubrum RED MAPLE	15'HT; 7' SPRD; FULL CANOPY	3%	-	DESIGNED BY: CHECKED BY:
l w	Conscirpus erectus GREEN BUTTONWOOD	12 HT, 6' SPRD, FULL CANOPY	86	-	This item has been
စ္က	Bursera Simuruba GUMBO LIMBO	12 HT; 6' SPRD; FULL CANOPY	36	-	Seased by Michael J. Co. Philips, on the date
٥	Jex cassine DAHOON HOLLY	10' HT; 4' SPRD; FULL CANOPY	5%	3	Dorini Sepandan
e	Eleocarpus decipiens JAPANESE BLUEBERRY	12' HT; 5' SPRD; FULL CANOPY	3%	2	n 2000
	Lagerstroemia indica CRAPE MYRTLE	10" HT; 5" SPRD; MULTI-STEM; FULL CANOPY	ž	е,	
ų	Myrcianthes fragrans SIMPSON STOPPER	8" HT; 5" SPRD; MULTI-STEM; FULL CANOPY	%9	п	and the signature must be writted on any
<u>a.</u>	Phus ellottii SLASH PINE	12-15' STAGGERED HTS; 6'-7' SPRD; FULL CANDPY	4%	-	1
2	Quercus virginiana LIVE OAK	15' HT; 7' SPRD; FULL CANOPY	3%	-	FLORIDA REG, NO.
į	Quercus virginiana LIVE OAK	18' HT; & SPRD; FULL CANOPY	%2	-	SHEET TITLE
و	Taxodium distchum BALD CYPRESS	15'HT, 6'SPRD, FULL CANOPY	438	-	COUNT
20	Taxodium distichum BALD CYPRESS	10" HT; 4" SPRD; FULL CANOPY	¥.	6	SCHEDILLE
Ξ	Tababula heferophyfia PINK TRUMPET	12' HT, 6' SPRD, FULL CANOPY	3%	2	TABL
'n	Pychosperma elegans SOLITAIRE PALM	8 & 12 CT; STAGGERED HTS; SINGLE	%9	4	
ū	Plychosperma elegans SOLITAIRE PALM	8 - 12 CT, STAGGERED HTS; TRIPLE	ž,	4	SHEET NUMBER
35	Sabal palmetto CABBAGE PALM / SABAL PALM	14 - 28' STAGGERED CT HTS; SLICK; SEE PLAN	20%	3	LP-00

9 TD2

z t

DESIGN SPEED = 45 MPH PROJECT NO. 09675.01
FDOT LANDSCAPE PERMIT NO. 2023-L-491-0000

| 17.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.00 | 10.0

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 ALL STATE OF THE PER S North (218) 1 tree per 40 U South (218) 1 tree per 30 U (overhood wires) VAA Regules

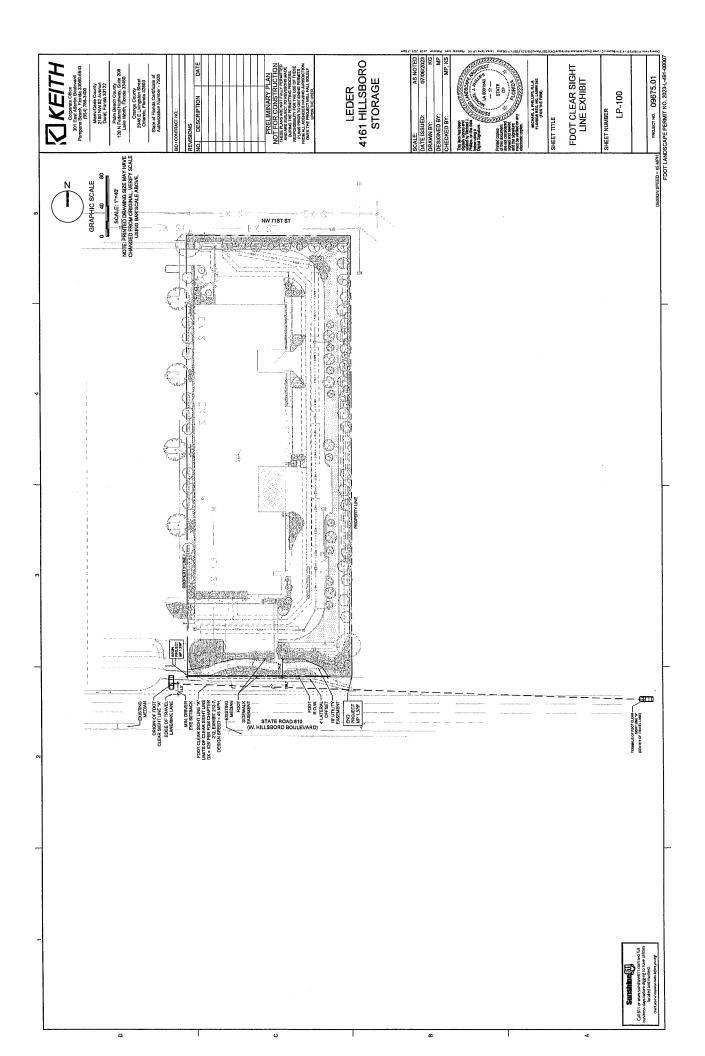
PLANT LIST

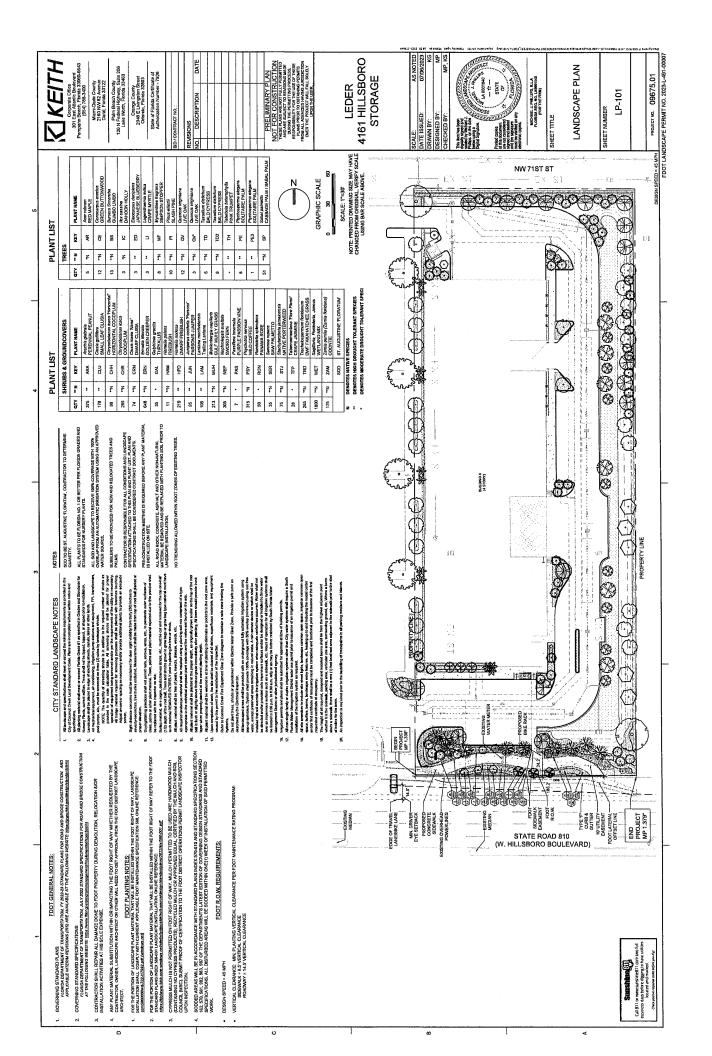
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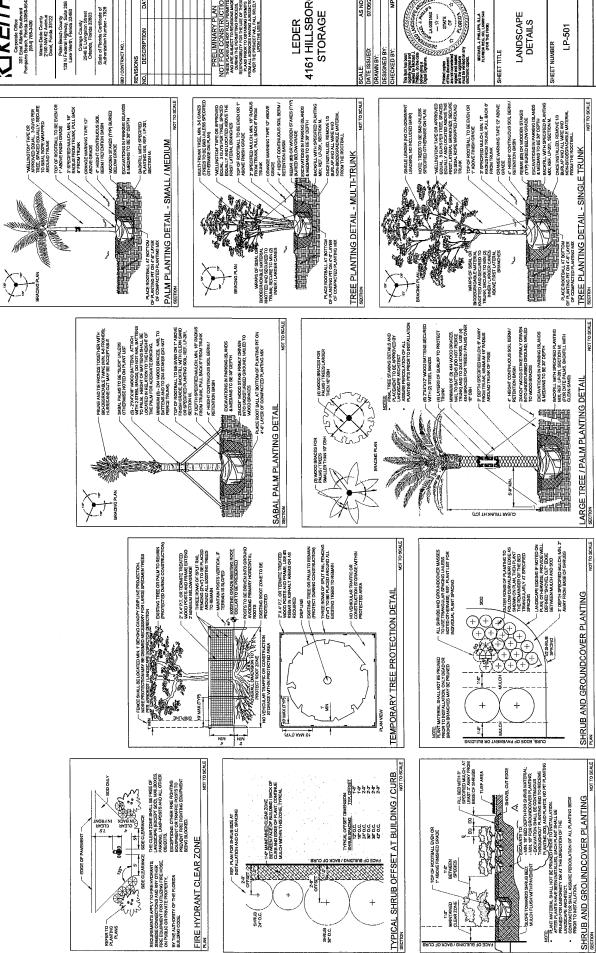
| Company | Comp

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CAPE E & DATA :LE







ZKEITH

Palm Beach County 120 N Federal Highway, Suite 208 Lake Worth, Florida 33460 Miami-Dade County 2160 NW 82 Avenue Doral, Forida 33122

Orange County 2948 E Livingston Street Orlando, Florida 32803 State of Florida Certificate of Authorization Number - 7928

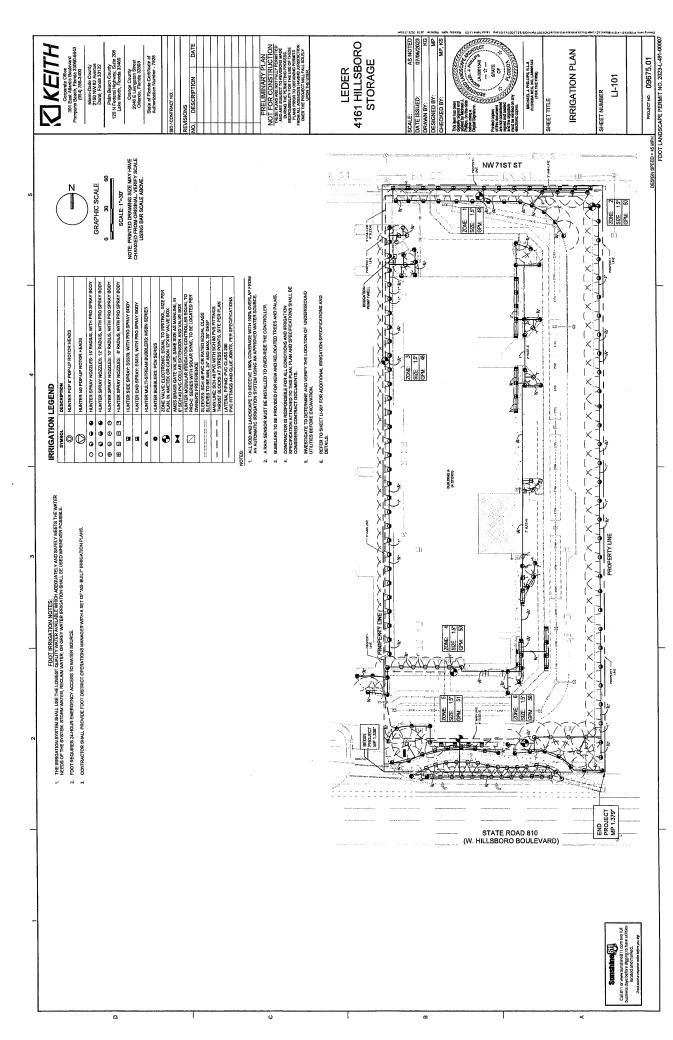
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LEDER 4161 HILLSBORO STORAGE

LANDSCAPE DETAILS

LP-501

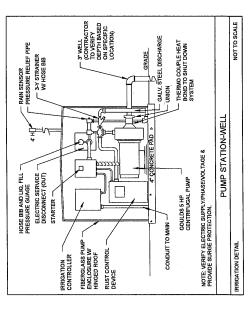
DESIGN SPEED = 45 MPH | PROJECT NO. 09675.01 | FDOT LANDSCAPE PERMIT NO. 2023-L-491-000

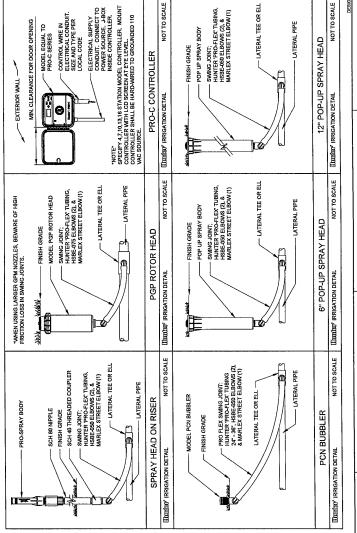


SETON NOTES

- THE CONTRACTOR IS RESPONSIBLE FOR ALL MATERIAL REQUIRED TO MAKE THE SYSTEM FUNCTION PROPERLY. ALL IRRIGATION SHALL BE INSTALLED IN ACCORDINGE WITH MANUFACTURER'S SPECIFICATIONS AND ALSO STATE AND/OR
- 2. IRRIGATION PLANS ARE SCHEMATIC AND DRAWN FOR GRAPHIC CLARITY. ALL PHYNO BELOW PREMENT SHALL BE SLEEVED LAYOUT OF IRRIGATION SYSTEM SHALL BE COORDINATED WITH CORRESPONDING LANDSCAPE FLAN.
- SHALL BE COORDINATED WITH CORRESPONDING LANDSCAPE PLAN.
 THE CONTRACTOR SHALL BE RESPONSIBLE CROUNTCAINED LOCAL.
 UNDERSROUND UTLIF PROVIDERS TO VERRY-LOCATIONS. THE CONTRACTOR IS
 RECOURAGED TO VISIT THE STIFE PRIOR TO INSTALLATION AND BECOME FAMILIAR
 WITH EXISTING CONDITIONS.
- 4. VALVE LOCATIONS ARE SCHEMATIC ONLY AND WILL BE ADJUSTED FOR SITE CONDITIONS, EACH VALVE SHALL BE INSTALLED IN A AMETER 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.
- VELOCITY BELOWS FPS.

 THE RRIGATION CONTROLLER SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES AND MANUFACTURER'S RECOMMENDATIONS. PROPER SROUNDING CODES AND MANUFACTURER'S RECOMMENDATIONS, PROPER SROUNDING SHALL BE INSTALLED TO OVER-ROBE THE CONTROLLER.
- 7. ALL HEADS ON RISERS SHALL BE SET AT THE HEIGHT OF ADJACENT PLANT MATERIAL.
- MATERIAL.
 SERINLEE LOCATIONS ADJACENT TO PAVEMENT STRUCTURES, FENCES, ETC.
 SHALL BE OFFSET AS FOLLOWS: 12" MIN FOR POPUP MAT HEADS, 18" FOR SHRUB
 UNCURRED, 18" FOR ROTOR HEADS, AND TYPICALLY 9" FEET FOR ROTOR ALLONG
 UNCURRED ROAMWAY'S.
- ALI SLEEVING SHALL BE SCH 40 PVC TO SIZE INDIGATED OW PLAN, OR IF NOT INDIGATED. A MIN. OF 2 PIPE SIZES LARGER THAN SUPPLY LINE CONTAINED. ALL SLEEVES SHALL BE INSTALLED A MIN. OF 24" BELOW INISH GRADE.
- O. CONTROL WRES SHALL BE UL APPROVED PE IRRIGATION CONTROL WRE. USE 144 CAGE CONTROL WRET. MES SHALL BE BUNDLED AND ACAGE CROUND WRET. WARE SHALL BE BUNDLED AND ATACHED TO THE MANI LINE IN TRENCH OR THROUGH WHE SHEEVES AT ATACHED TO THE MANI LINE IN TRENCH OF THROUGH WHE SHEEVES AT USE THE TRENCH WHITE WITH TRENCH OF THE WAS SHALL BE AND CONTROL OF THE WAS SHALL BY AND CONTROL OF THE THE THE THE WAS SHALL BY THE WAS SH
- . PIPING IN NARROW PLANTING AREAS, PARGING ISLANDS AND PLANTERS SHALL BE SETTO ONE SIDE TO ALLOW ROOM PER ROCK BALLS, PIPE AS INDICATED ON PLAN IS SCHEMATIC AND SHOULD BE ADJUSTED FOR FIELD CONDITIONS.
- 2. ALL GLUE JOINTS SHALL BE CLEANED, SANDED, AND TREATED WITH A COLORED HIGH ETCH PRIMER AND JOINED USING A SOLVENT CONFORMING WITH ASTM D'5564.
- 13. SYSTEM PIPE SIZE 3/4 SHALL BE CLASS ZOD PVC; SYSTEM PIPE SIZE 1" OR GREATER SHALL BE CLASS I SPOY. SYSTEM MAN MILL BE SOL, 40 PVC TO SIZE INDICATED ON PAN. ALI TITINGS WILL BE SOLVENY WELD SCH 40 PVC. MAN IN MIN MODEN STATEMENT ALI DECEMBRICATION OF THE TAMEN COPER. ALI BECLE SHOW WILL MAD THE TAMEN COPER. ALI BECLENA MAD TREED OF POPERION DEBRIS AND SHARP OBJECTS, SACKFILED TRENCHES SHALL BE PROPERIY COMPACTED. ALL MAIN LINES WILL BE INSTALLED TAMIN, OF 3 FROM ANY TREE OR PAILW.
- 4. WATERING TIME PER STATION WILL BE DETERMINED IN THE FIELD AND PER LOCAL REQUIREMENTS, REFER TO MANULARENS INSTRUCTIONS FOR PRECIPITATION RETIS OF SPRINGLERS SPECIFIED.
- 15, IRRIGATION SYSTEM TO PROVIDE 100% COVERAGE WITH 100% OVERLAP MIN. PROVIDE BUBBLERS FOR ALL NEW AND RELOCATED TREES AND PALMS.
- 16. RUST CONTROL SYSTEM TO BE INSTALLED WITH PUMP STATION (IF FROM WELL).
- 17. THE IRRIGATION SYSTEM IN THE RIGHT-OF-WAY IS TO INCORPORATE LOW TRAJECTORY SPRAY HEADS TO MINIMIZE OVERSPRAY.
- AS-BUILT DRAWINGS SHALL BE PREPARED BY THE CONTRACTOR AND GIVEN TO THE OWNER PRIOR TO FINAL ACCEPTANCE.





TO THE CONTRACT OF THE CONTRAC

LEDER 4161 HILLSBORO STORAGE SCALE: AS NOTED
DATE ISSUED: 07/06/2023
DRAWN BY: KG

MAN BY: KG SIGNED BY: MP, KG

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mature from the from

SHEET TITLE

IRRIGATION NOTES / DETAILS

SHEET NUMBER

LI-501

Instr# 119550683, Page 1 of 7, Recorded 05/01/2024 at 03:28 PM

Broward County Commission Deed Doc Stamps: \$0.70

07-PE.05A-07/18

This instrument prepared under the direction of: Elizabeth S. Quintana, Esq. 59 District Four Assistant General Counsel

Sketch & Legal Description prepared by:

Aviron & 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. County:

Broward

BCPA Parcel ID:

4842 05 09 0010

810 (Hillsboro Blvd)

PERPETUAL SIDEWALK EASEMENT

, 2024, by 4161 HILLSBORO, day of April THIS EASEMENT Made this 23rd 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 nonexclusive 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.

By:

4161 HILLSBORO, LLC, a Florida limited liability company

	Name: SEAN M. LEDER Title: Manager
Signed, sealed and delivered in the presence of: (T	wo witnesses required by Florida Law)
Witness (1) Information:	Witness (2) Information:
Dawn Ann Fontana Witness (1) Print Name: Witness (1) Signature:	Witness (2) Print Name: Witness (2) Signature:
200 East Las Olas Blvd. #2100 Fort Lauderdale, FL 33301	200 East Las Olas Bivd. #2100 Fort Lauderdale, FL 33301
Witness (1) Street Address	Witness (2) Street Address
Witness (1) City, State, Zip Code	Witness (2) City, State, Zip Code
STATE OF FLORIDA	
COUNTY OF Broward	
online notarization, this 22 day M. LEDER, as Manager of 4161 HILLSBORO, LI	physical presence of physical presence of the
(SEAL)	Notary Public
	Dawn Ann Fontana
	Printed or stamped name of Notary Public
DAWN ANN FONTANA MY COMMISSION # HH 242703 EXPIRES: May 14, 2026	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	n executed this $\underline{22}$ day of \underline{Apri} , 2024.
Signed & sealed in our presence:	
Witnesses: NUM Ameter Lanca Print Name: Dawn Ann Fontana Address:	LEDER HILLSBORO, LLC, a Florida limited liability company By: Name: Sean M. Leder
200 East Las Olas Bivd. #2100 Fort Lauderdale, FL 33301 Print Same: Meris Villatora	Title: Manager
Address:	
STATE OF FLORIDA COUNTY OF <u>Browned</u>	
notarization on this 22 day of Anni	ged before me by means of ☑ physical presence or ☐ online, 2024, by Sean M. Leder, as Manager of Leder Hillsboro, If of the limited liability company, who [is personally as identification.
(SEAL)	Notary Public, State of Florida Print Name: Dawn Ann Fontana
DAWN ANN FONTANA MY COMMISSION # HH 242703 EXPIRES: May 14, 2026	··

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.

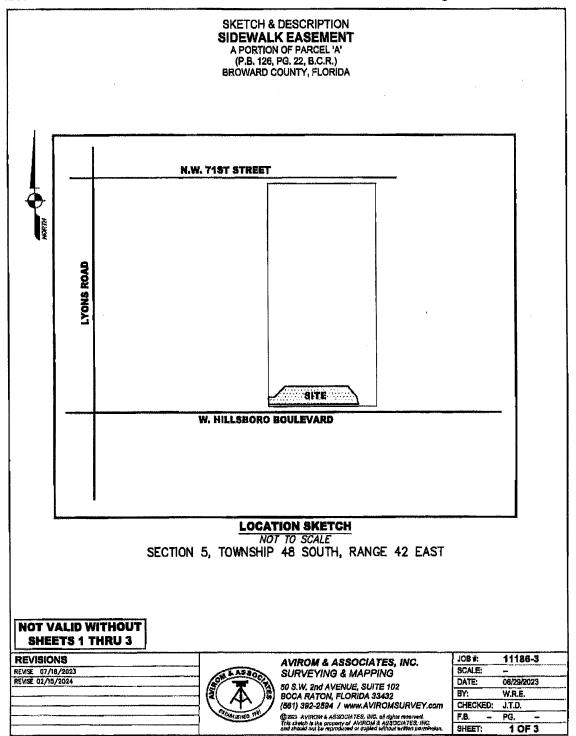
IN WITNESS WHEREOF, these presents have been executed this _____ day of ______, 2024.

Signed & sealed in our presence:	
Witnesses: Print Name: Jona than Brookshire Address: 5100 Phy Blyd Polm Beach Gerdens FL 33-418	CITY NATIONAL BANK OF FLORIDA By: Name: Title: SUP
Print Name: Keith Mosth	
Address: 5100 Pba Bled, Palm Beach Gordens FL 33418	
STATE OF FLORIDA COUNTY OF <u>Palm Beach</u>	
notarization on this 9th day of April SVP of City National Bank of Florida, or	efore me by means of physical presence or online , 2024, by <u>David of Albright</u> as behalf of the entity, who [] is personally known to as identification.
(SEAL) PHILIPP LEHMANN-SUAREZ No	tary Public, State of Florida nt Name: ThiL L. Sugrez

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 Porcel '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 S86'12'39"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. Avirom & 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; & = Centerline; F.B. = Field Book; L.B. = Licensed Business; O.R.B. = Official Records Book; P.B. = Plat Book; P.G. = 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.

2024 John T. Digitally signed: by John T. JOHN T. DOOGAN, P.L.S. Date: 2024.02.15 Florida Registration No. 4409 Doogan, Doogan, PLS **NOT VALID WITHOUT** AVIROM & ASSOCIATES, INC. PLS 12:34:52 -05'00' SHEETS 1 THRU 3 L.B. No. 3300 11186-3 JOH #: REVISIONS AVIROM & ASSOCIATES, INC. SCALE: REVISE 07/18/2023 SURVEYING & MAPPING REVISE 02/15/2024 DATE: 08/29/2023 50 S.W. 2nd AVENUE, SUITE 102 BY: W.R.E. BOGA RATON, FLORIDA 93492 (561) 392-2594 / www.AVIROMSURVEY.com CHECKED: J.T.D. (C) 2010 AVIROUM & ASSOCIATES, INC., altrights reserved.
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and scholid by the reproduced or capital without written permit F.B. PG. SHEET: 2 OF 3

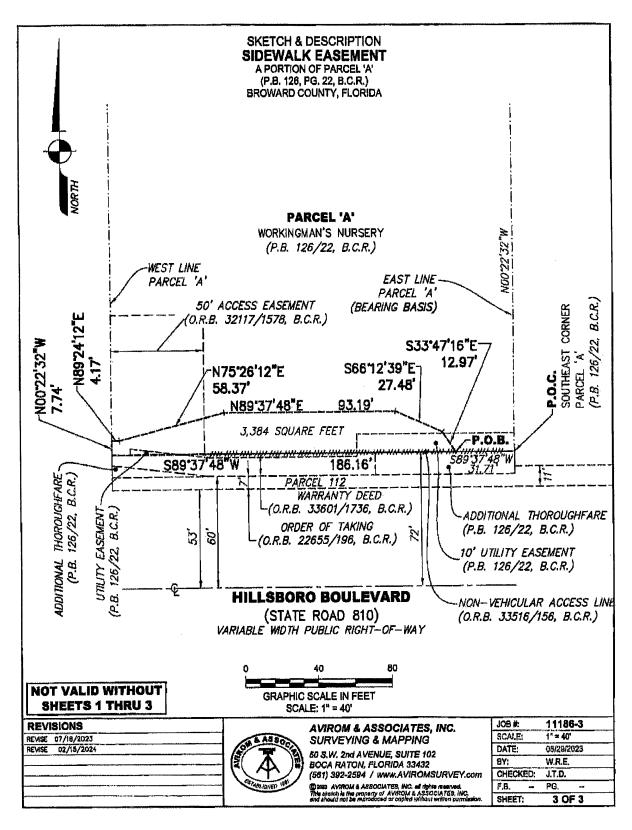


EXHIBIT "D"

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\Incly Amend10_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.