PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: March	10, 2020	{X} Consent { } Workshop	{ } Regular { } Public Hearing	
Department: Submitted By: Submitted For:		g & Public Works g & Public Works Section		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) adopt a Resolution to approve District Four Amendment Number Two to the State of Florida Department of Transportation (FDOT) Landscape Memorandum of Agreement (Amended LMOA) to extend the limits for landscaping improvements (Improvements) on State Road 7/US 441 (SR7) from Mile Post 6.076 to Mile Post 8.531 (Project);
- B) approve the Amended LMOA with the FDOT for the Project; and
- C) approve an Agreement with Boca Raton Associates, VII, LLP (Developer) regarding Landscaping and Irrigation within FDOT Right-of-Way on SR7 requiring the Developer to install and maintain Improvements from Mile Post 6.076 to Mile Post 6.624, as stipulated by the Resolution and Amended LMOA.

SUMMARY: Adoption of the Resolution approving Amended LMOA will obligate Palm Beach County (County) to continue maintaining the existing Improvements and grassy areas of the FDOT Landscape Memorandum of Agreement (LMOA) R2017-1666 dated December 1, 2017, and Amendment One to the LMOA R2019-0721 dated June 21, 2019, and to include the additional limits from Mile Post 6.076 to Mile Post 6.624. Approval of the Agreement with the Developer will delegate all of the County's obligations between Mile Post 6.076 to Mile Post 6.624 to the Developer. The Improvements are located along SR7 just south of Atlantic Avenue. <u>District 5</u> (YBH)

Background and Justification: The Developer is developing a residential community known as Boca Bridges. The Developer was conditioned to install Improvements on SR7 as part of the development approval process. FDOT requires a government agency to obtain a permit for Improvements on FDOT roads. As part of the permit process, FDOT also requires the government agency enter into an LMOA. The County previously entered into an agreement with Boynton Beach Associates XXIV LLP for installation and maintenance of landscaping improvements along SR7 between Mile Post 6.624 and Mile Post 7.525, the Saturnia Isles HOA for installation and maintenance of landscaping improvements along SR7 between Mile Post 8.140 and 441 Acquisition, LLC for installation and maintenance of landscaping improvements along SR7 between Mile Post 8.140 and Mile Post 8.531

Attachments:

- 1. Location Sketch
- 2. Resolution (3)
- 3. Amendment Number Two to FDOT LMOA with Exhibits A and B (5)
- 4. Agreement with Boca Raton Associates VII, LLLP (4)

Recommended by:	YBH SZMM	2/3/2020
	County Engineer	Date
Approved By:	Tes	2/1/20
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	<u>\$ -0-</u>		0	0	<u>-0-</u>
Operating Costs	-0-	-0-			<u>-0-</u>
External Revenues			0-	0-	
Program Income (County)					<u>-0-</u>
In-Kind Match (County)	0	-0-			<u>-0-</u>
NET FISCAL IMPACT	<u>\$ **</u>				<u>-0-</u>
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No Does this item include the use of federal funds? Yes No X

Budget Account No:

Fund

Dept

Unit

Object

Recommended Sources of Funds/Summary of Fiscal Impact:

**This item has no fiscal impact. Palm Beach County will not be responsible for any of the construction or maintenance costs associated with this project.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

7319 OFMB

B. Approved as to Form and Legal Sufficiency:

C. Other Department Review:

Department Director

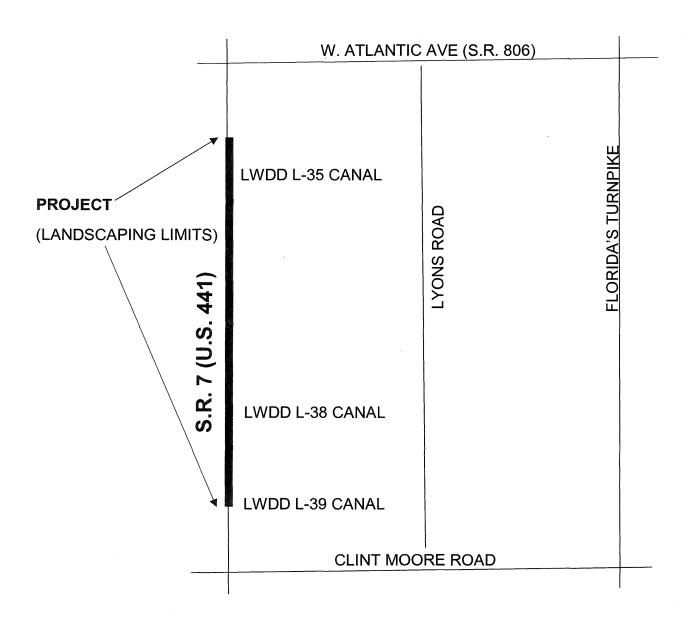
This summary is not to be used as a basis for payment.

2

ATTACHMENT 1

LOCATION MAP

U.S HWY. 441 (S.R.7) MEDIAN LANDSCAPING





LOCATION MAP

RESOLUTION NO.

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA; AUTHORIZING THE MAYOR TO EXECUTE DISTRICT FOUR AMENDMENT NUMBER TWO TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LANDSCAPE MEMORANDUM OF AGREEMENT TO EXTEND THE LIMITS FOR LANDSCAPING IMPROVEMENTS ON STATE ROAD 7/US 441.

WHEREAS, State Road 7/US 441 (SR7) is under the jurisdiction of the Florida Department of Transportation (FDOT); and

WHEREAS, Palm Beach County (County) through a condition of development desires to add and modify landscaping (Improvements) along SR7 from Mile Post 6.076 to Mile Post 6.624; and

WHEREAS, the County and FDOT entered into a Landscape Maintenance Memorandum of Agreement (LMOA) dated December 1, 2017 (R2017-1666) for SR7 from Mile Post 6.624 to Mile Post 7.525; and

WHEREAS, the County and FDOT entered into an Amendment Number One to the Landscape Maintenance Memorandum of Agreement (LMOA) dated June 21, 2019 (R2019-0721) for SR7 from Mile Post 7.525 to Mile Post 8.531; and

WHEREAS, FDOT requires that the County enter into District Four Amendment Number Two to the State of Florida Department of Transportation Landscape Memorandum of Agreement (Amended LMOA) outlining the responsibilities of each party with respect to the Improvements; and

WHEREAS, the County Engineering Department supports the Improvements; and

WHEREAS, the Board of County Commissioners has determined approval and execution of Amended LMOA to be in the best interest of the citizens and residents of the County.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Palm Beach County, Florida, that the Mayor is hereby authorized to execute Amended LMOA.

1. The recitations set forth herein above are true, accurate and correct and are incorporated herein.

The foregoing	resolution was offered by Commissioner
, who m	oved for its adoption. The motion was seconded
by Commissioner	, and upon being put to a vote, the
vote was as follows:	
Commissioner Day	ve Kerner, Mayor
Commissioner Rob	pert S. Weinroth, Vice Mayor
Commissioner Hal	R. Valeche
Commissioner Gre	gg K. Weiss
Commissioner Mar	y Lou Berger
Commissioner Mel	issa McKinlay
Commissioner Mad	ck Bernard
The Mayor thereupon declared	the Resolution duly passed and adopted this
day of	, 2020.
	PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	Sharon R. Bock, Clerk and Comptroller
By: <u>ұвн</u> Assistant County Attorney	_By:

This Resolution will take effect upon its adoption.

2.

SECTION No.(s):

93210

S.R. No.(s): PERMIT No(s):

COUNTY:

2018-L-496-012

PALM BEACH

DISTRICT FOUR (4) AMENDMENT NUMBER TWO (2) TO STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LANDSCAPE MEMORANDUM OF AGREEMENT

THIS	SAMEN	DMENT	" Number Tv	wo (2)	to the Agr	reemen	t dat	ed Decem	ber 1, 2	2017, ma	ade and
entered	into thi	is	day of			20_		_ by and	betwee	en the S	State of
Florida	Departn	nent of	Transporta	tion he	ereinafter	called	the	DEPARTI	MENT	and the	PALM
BEACH	COUNT	ΓY, a po	litical subdiv	vision (of the Stat	e of Flo	orida	, hereinaft	er calle	d the AG	SENCY.
				WIT	HNES	SETH	1				
					1114 L O	U 1 1					

WHEREAS, the parties entered into the Landscape Maintenance of Agreement dated, December 1, 2017 (LMOA) as amended on June 21, 2019 for the purpose of maintaining the landscape improvements by the AGENCY on State Road 7 (US 441); and,

WHEREAS, the DEPARTMENT and the AGENCY have agreed to increase the limits of the landscape maintenance and to add additional landscape to be installed on State Road 7 (US 441) and,

WHEREAS, Landscape Improvements will be added in accordance with Permit Number 2018-L-496-012 for Hyder South AKA Boca Bridges; and,

WHEREAS, the AGENCY by Resolution No. _____ dated_____, attached hereto and by this reference made a part hereof, desires to enter into this Amendment and authorized its officers to do so; and,

NOW THEREFORE, for and in consideration of mutual benefits that flow each to the other, the parties covenant and agree as follows:

- Pursuant to paragraph 7 of the LMOA, the DEPARTMENT will allow an adjacent property owner to construct landscape improvements or to modify an improvement located as indicated in Exhibit "A", State Road 7 (US 441) from L-39 Canal (M.P.6.076) to L-38 Canal (M.P.6.624) [Hyder South AKA Boca Bridges], in accordance with the plans attached in Exhibit "B".
- 2. The AGENCY shall agree to maintain the additional landscape improvements in the LMOA in accordance with the Maintenance Plan, Exhibit "C" of the LMOA.

d c . OA

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

LIST OF EXHIBITS

Exhibit A - Landscape Improvements Limits and Maintenance Boundaries and Location Map

Exhibit B - Landscape Improvement Plans

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In Witness whereof, the parties hereto theday year written and ap	phave executed with this Amendment effective. proved.
PALM BEACH COUNTY, A POLITIAL SUBDIVISION OF THE STATE OF FLORIDA BOARD OF COUNTY COMMISSIONERS	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
By:TITLE: MAYOR	By: Transportation Development Director
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	Attest:(SEAL) Executive Secretary
BY: YBH COUNTY ATTORNEY	Legal Review Date Office of the General Counsel
Attest: SHARON R. BOCK	
CLERK & COMPTROLLER (SEAL	
APPROVED AS TO TERMS AND CONDITIONS:	

SECTION No.(s):

93210

S.R. No.(s):

7

PERMIT No(s): COUNTY:

2018-L-496-012 PALM BEACH

EXHIBIT A

LANDSCAPE IMPROVEMENTS PROJECT LIMITS MAINTENANCE BOUNDARIES LIMITS AND LOCATION MAP

- PERMIT PROJECT LIMITS:
 Permit No. 2018-L-496-012

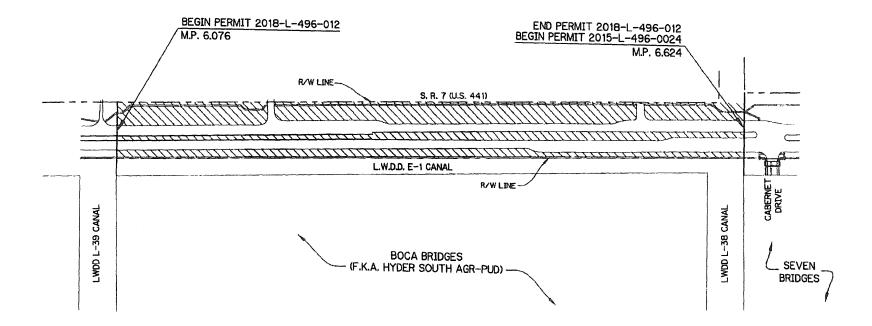
 State Road 7 (US 441) from M.P. 6.076 to M.P. 6.624
- II. COMPREHENSIVE LANDSCAPE MAINTENANCE AGREEMENT LIMITS ON STATE ROAD 7:
 State Road 7 (US 441) from M.P. 6.076 to M.P. 8.531
- III. MAINTENANCE BOUNDARY LIMITS MAP:

Please See Attached

LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARY MAP PALM BEACH COUNTY

PERMIT NO. 2018-L-496-012





LEGEND:

LIMITS OF MAINTENANCE BY PALM BEACH COUNTY

SECTION No.(s):

93210

S.R. No.(s): PERMIT No(s):

2018-L-496-012

COUNTY:

PALM BEACH

EXHIBIT B

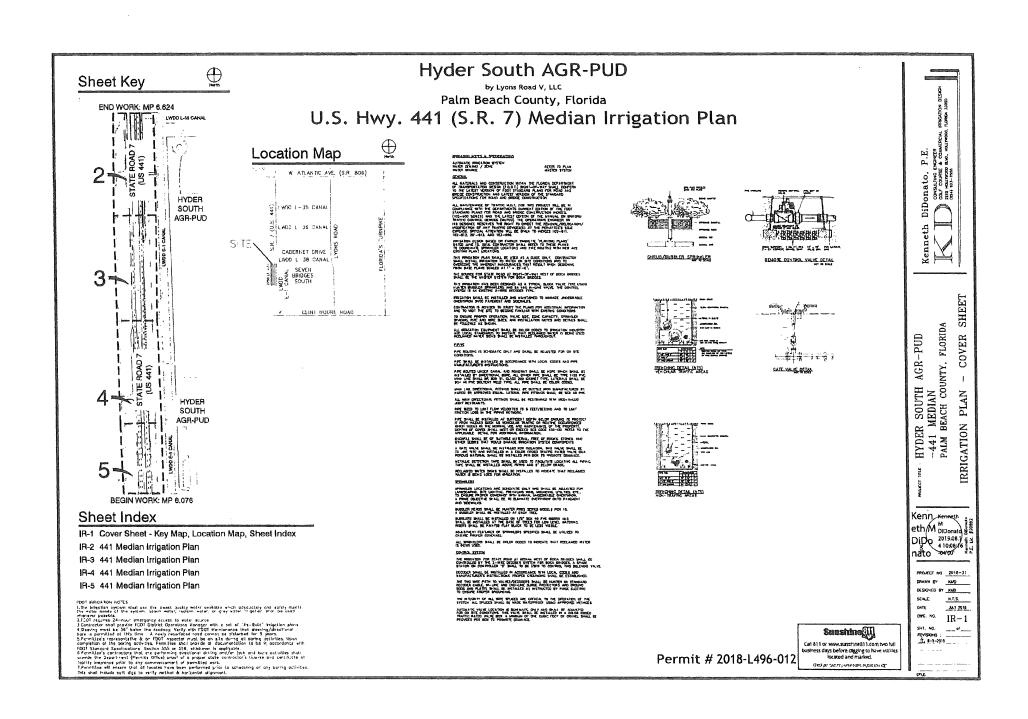
LANDSCAPE IMPROVEMENT PLANS

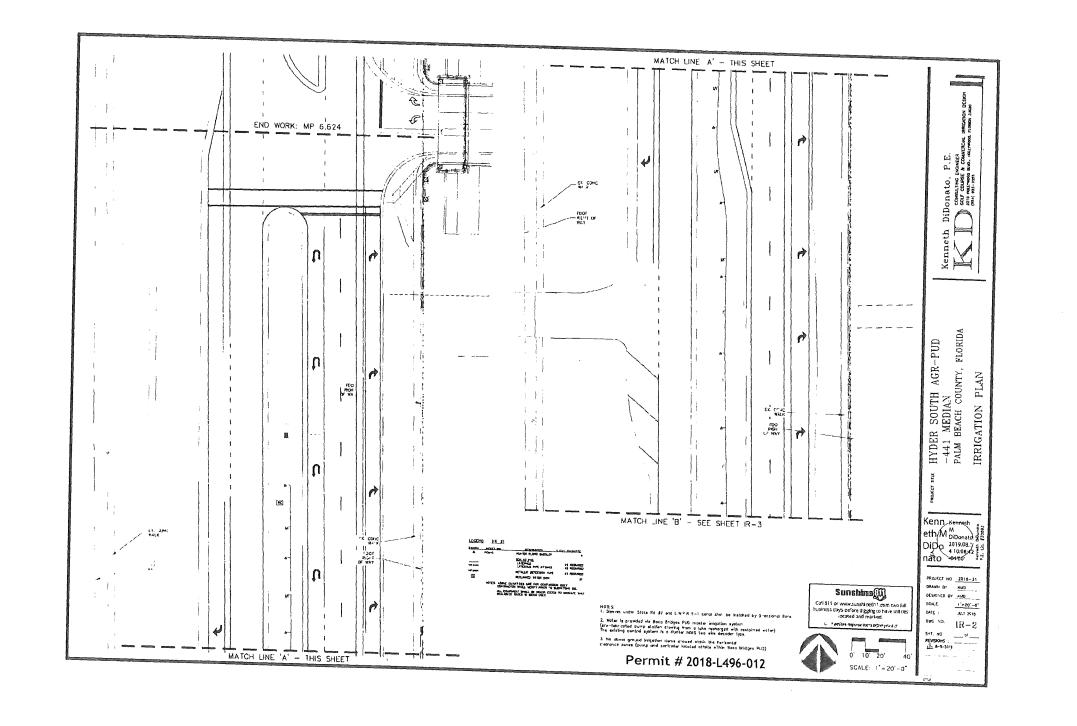
The AGENCY agrees to install the landscape improvements in accordance with the plans and specifications attached hereto and incorporated herein.

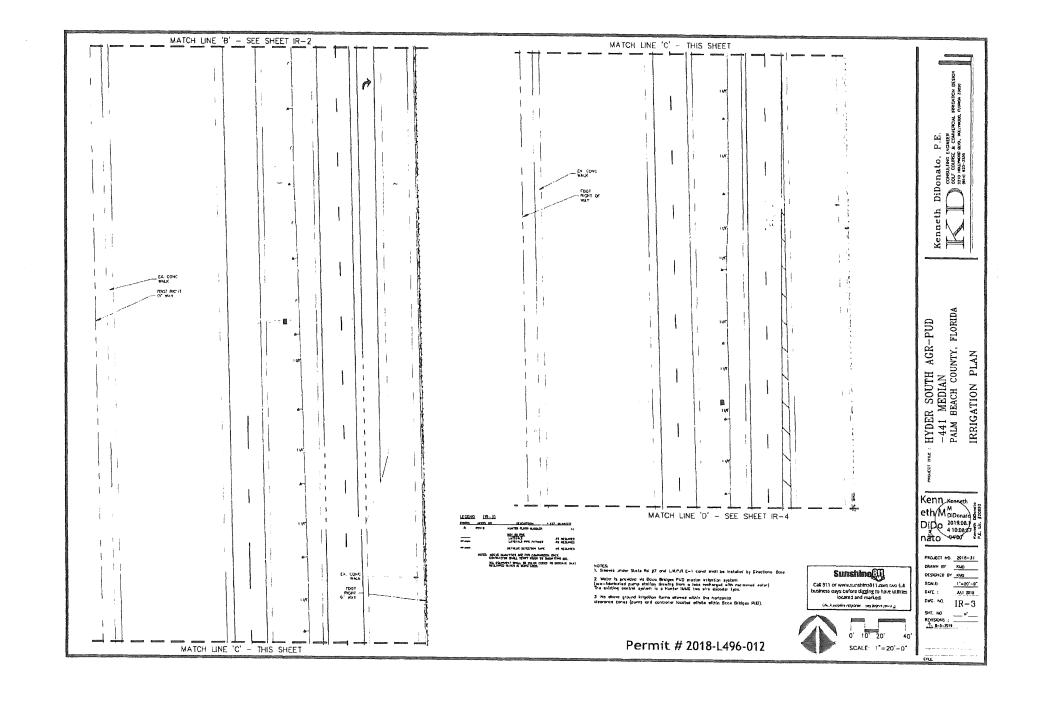
Please see attached plans prepared by:

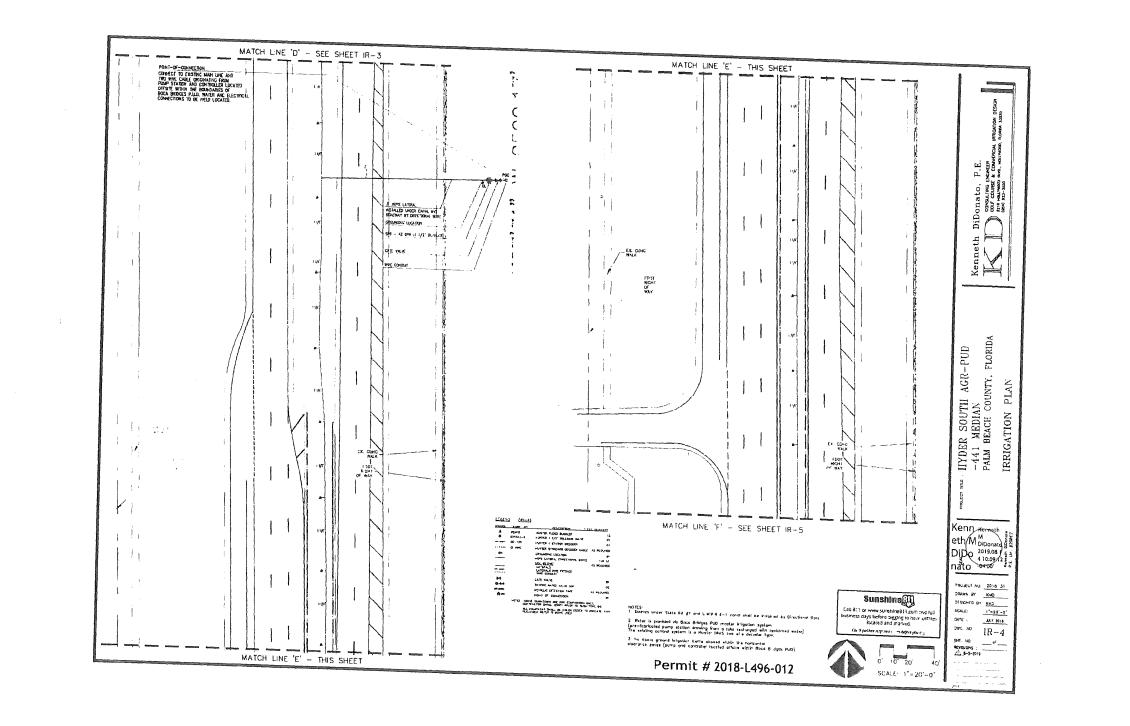
Permit No. 2018-L-012
Kenneth M. DiDonato, P.E.
KD Consulting Engineer
August 14, 2019
Sheets IR 1 – 5

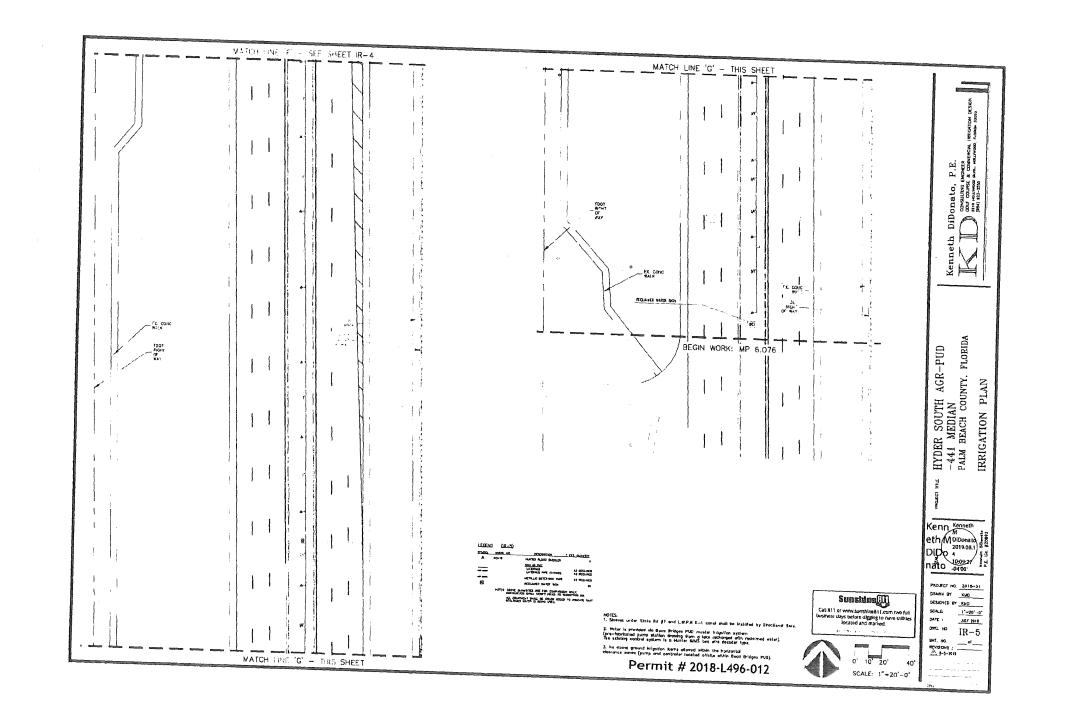
Andrew Overmeyer, RLA Parker-Yannette design group, inc. September 23, 2018 Sheets L 1 - 5











Hyder South AGR-PUD

by Lyons Road V, LLC

Palm Beach County, Florida

U.S. Hwy. 441 (S.R. 7) Median Landscape Plan

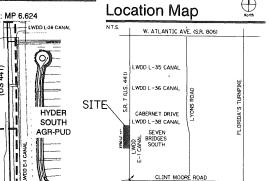
Sheet Kev

END WORK: MP 6.624

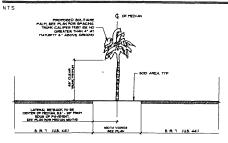
HYDER

SOUTH

HYDER SOUTH AGR-PUD



Typical Median Cross Section



Plant List (Overall)

L-2 441 Median Landscape Plan L-3 441 Median Landscape Plan

L-4 441 Median Landscape Plan

L-5 441 Median Landscape Plan

Plant List (Seven Bridges South)

Sheet Index

83" c.t. angle ates, trusk caliber must be no note than 4 at naturity 8" above ground, full frond, Florida 5

L-1 Cover Sheet - Key Map, Location Map, Sheet Index, Plant List

** DESIGN SPEED AND POSTED SPEED = 55 MPH IN 4 LANE DIVIDED HIGHWAY SEE SHEETS L2 THRU L 4

= 45 MPH IN 6 LANE DIVIDED HIGHWAY SEE SHEET L5

* DESIGN SPEED AND POSTED SPEED

Notes:

- MOT will be required for work within FDOT Right of Way. Refer to appropriate MOT Standard Flaus Indices:

- MOT within FDOT Right of Way will require a K permit

All materials and construction within the Florida Department of Transportation Design (F.D.O.T.) right-of-way shall conform to the "black version of FDOT Standard Plans for Road and Bridge Construction and latest version of the Standard Plans (FR)
 Standard Plans (FR)

-All malternance of Triffic MO. I for this proick will be in complicate with the Departments current obtains of the FDOT Stanker/D bins for head and fining-contraction falses; (10-646 seems and be that edition of the Massal on Uniform Traffic Corboi Deman (MUTCD). The Operations Engineer or the designer stress to highly the direct the emmoderheating modellication at any natific deserve) at the permitter out engence, Special stansion will be given to latter 102-41, 102-61. Tockly, and (10-64).

Permittee will provide the necessary densities in accordance with Section 125-8 of the FDOT Standard Specifications for Road & Bridge Construction (latest orbitos) prior to final acceptance by the F.D.O.T.

-Traffic Control shall be in accordance with the project plans, the current edition of the Florida Department of Transportation Design Stendards (600 series) and the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD)."

It is the Permittee's responsibility to obtain fluxt acceptance of permitted work (completed) and the renoration of the Right-of-Way from the Department prior to

Permittee will restore the Right of Way as a minimum, to its original condition to better in accordance of Florida Department of Transportation is latest Standard Specifications for Road & Bridge Construction or as discreted by the Resident

Reministed hours of operation for lane closures will be from 9:00am to 4:00 pm (Monday-triday), unless otherwise approved by the Operations Engineer, or designee, MOT shall be picked up by 4:00 pm and not start before 9:00 am

Permittee will coordinate (Pro-Construction meeting, inspections, final sceepbrace of work, act i all permitted week with Roste Evert at 561-770-1119 or small roste everts; 3ot state flux 4% hours prior to construction

- The installation of all new landscape materials will be in accordance with current

- PERMIT IS VALID FOR ONE YEAR FROM DATE OF ISSUE

Landscape installation shall comply with current FDOT Standard Specifications Section 580-001

- Contractor to verify all underground utilities prior to commenceing work.

FDOT General Notes:

- GOVERNING STANDARD PLANS: Florida Department of Transportation. Standard Plans for Road and Bridge Con-(latest version) and applicable Interim Revisions (IRs)

GOVERNING STANDARD SPECTIFICATIONS: Florida

- Ownershap of all suitable eaver steel materials, as determined by the Department, shall remain in the Department until a final acceptance of the permitted person is infillful. Exervated materials shall be hauted by the Permittee, at their cost & capenes from the due to the Palm Bach Operations Center or stockpiled in those areas as directed by the Department, including anythat millings.

FDOT Planting Notes:

For the portion of lendscape plant material that will be installed within the FDOT hight of Way, landscape insultation shall comply with current FDOT Maintenance Spacifications 450-21. Online Reference:

http://www.fdot.gov.programmonog.vm.ni-Vlate/materic/OIEE/anthefool/plant.

For the portion of kindecape plant material that will be installed within the FDOT Right of Way, refer to FDOT Standard Plans Index 580-001 Landscape Intelliation. Online Reference: http://www.idot.gov/des/red/tandardplanu/carrent/TDe/380-001.pdf

Cypross Mulch as not permitted on FDOT right of way. Mulch permitted to be used are Hardwood Mulch (rentating on Cypross products). Recycled Mulch-for approved egast, certified by the Mulch on Soil Council (MSC). Submit proof of certification to the FDOT Diracia Operations Permit

- Sodded areas with be in accordance with Design Standard Index 103 and Standard Specifications Sections 162, 370, vol., vol., vol., vol. of the Department's latest edition of Governing Pesign Standards and Standard Specifications. All disturbed areas will be sodded within one (1) week of installation of side permitted work.

Palm Tree Planting Detail

- Landscape installation shall comply with current FDOT Standard index 580-001 details

Plant Specifications

Heights shall be measured from the ground to the average pools share nature plant growth stope, typeed shall be measured to the end of branching equally around the ships nass. Measurements are not to include any terminal growth

Clear fruit (CTJ) shall be measured from the ground at the time of installation to the point where the salars aged truth joins the leadure or green portion of the truth or the head

16-1-12 1'-4' cations 2 lbs/l' caliber 2/l' caliber Ploride East Coast Pain Special' will be applied to all pains at installation at a rate of 1/2 bill per inch of trusk calipse unless otherwise specified.

Cypness much is not permitted on FDOT Right of sley, Much national shall be three 131 inches of hardwood much containing not Cypness products), necycles much or approved equal, certified by the Much and Soil Council (TROC), Month Proof of certification to the FDOT District Operations Permit Landscape Impactor upon bepeation.

ALEXATIDITY NA

Permit # 2018-L496-012

PARKER YANNETTE design group, inc.

PLANDING - GRAPHING R25 South U.S. Highway On Suite 330 Jupiter, Florida 33477

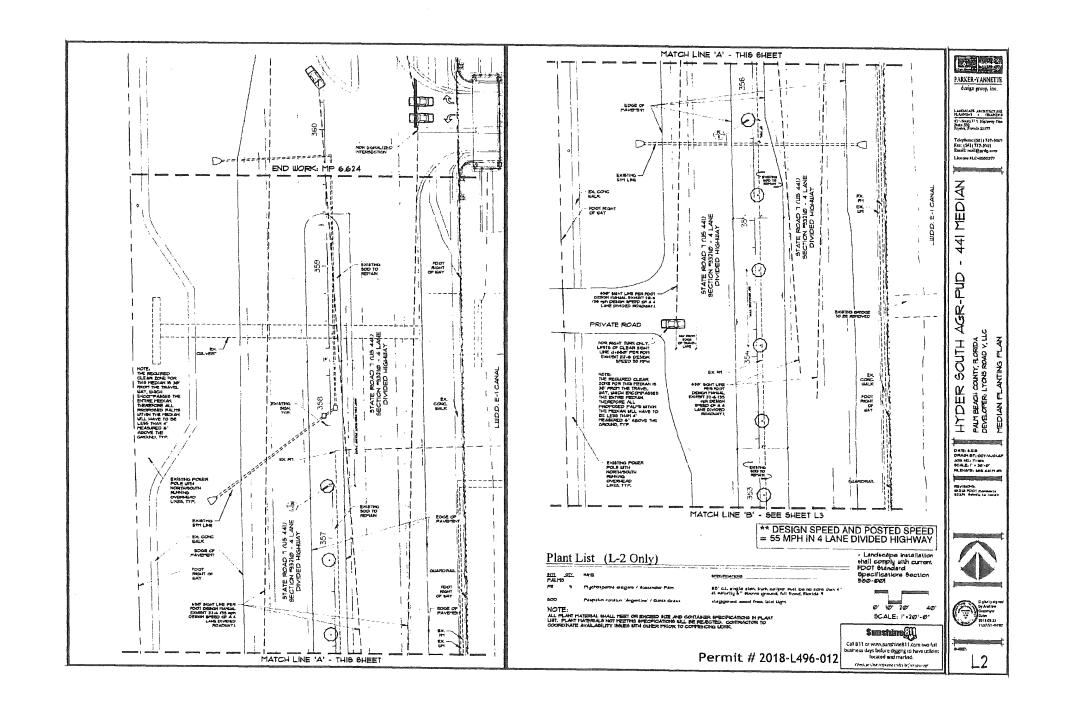
Telephone:(561) 747-5065 Fax: (561) 747-2041

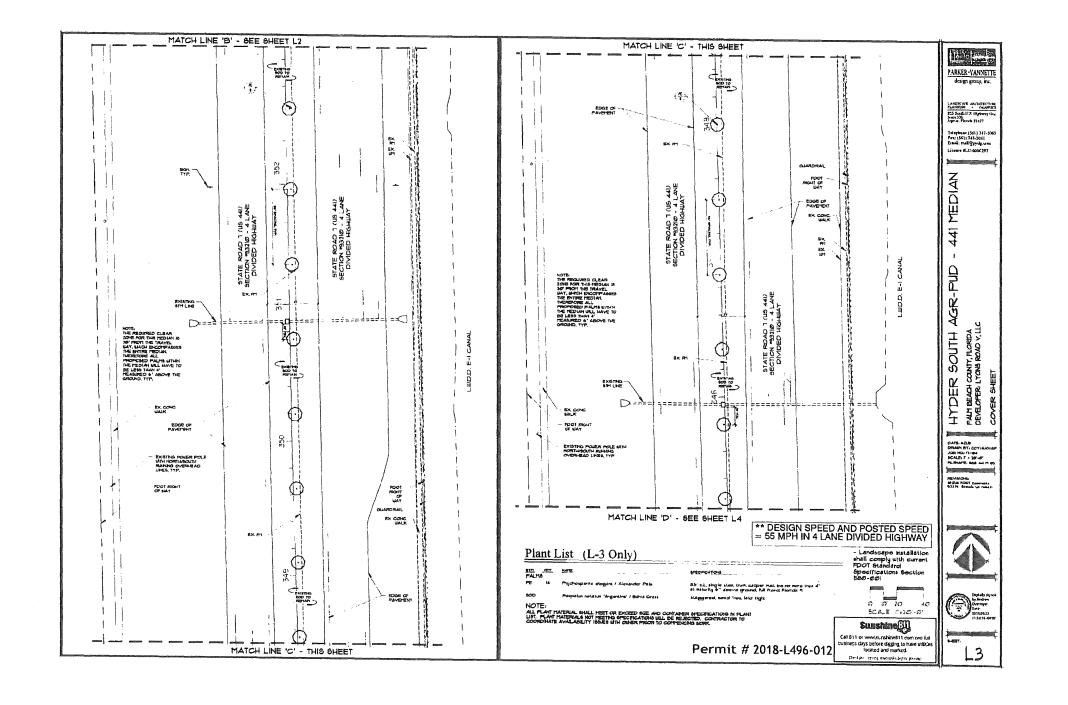
License #LC-0000297

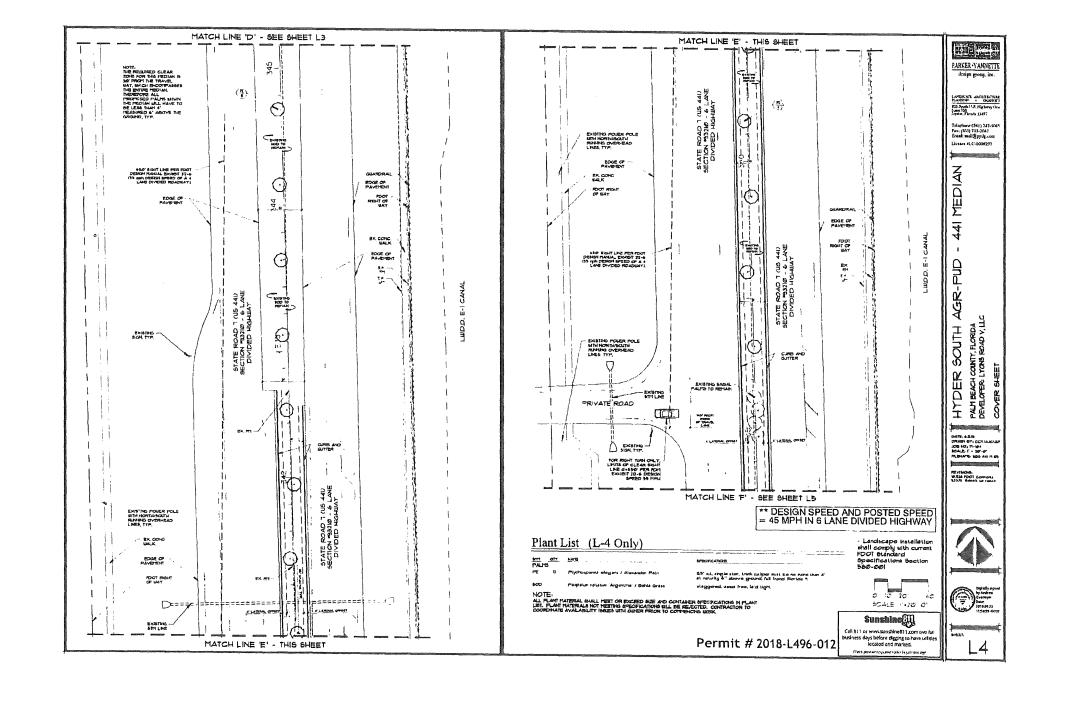
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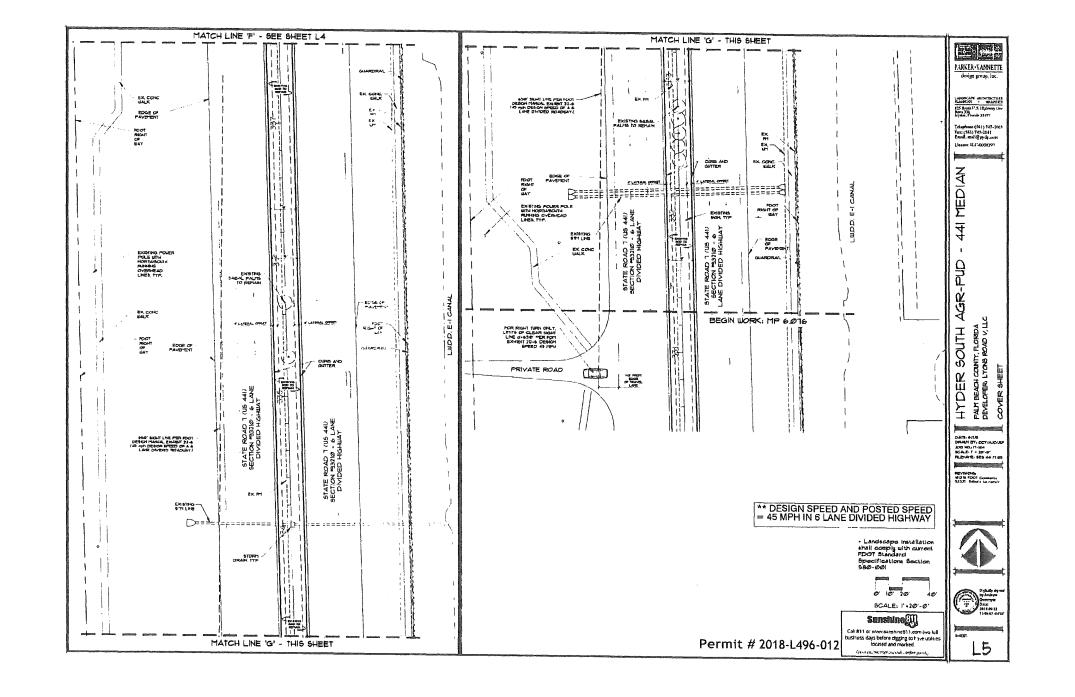
SOUTH BEACH COUNTY, FLORIDA OPER: LYONS ROAD V, L DER 五型











Return to: Boca Raton Associates VII, LLLP 1600 Sawgrass Corporate Parkway, Suite 400 Sunrise, Florida 33323

AGREEMENT BETWEEN PALM BEACH COUNTY AND BOCA RATON ASSOCIATES VII, LLLP REGARDING LANDSCAPING AND IRRIGATION WITHIN FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY

THIS AGREEMENT REGARDING LANDSCAPING AND IRRIGATION WITHIN A FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY ("Agreement") is made on the date and year set forth below between PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("County"), and BOCA RATON ASSOCIATES VII, LLLP, a Florida limited liability limited partnership, its successors, assigns, transferees, and grantees ("Owner").

WHEREAS, Owner is the owner and developer of that certain residential community known as Boca Bridges, located in Palm Beach County, Florida ("County") and abutting US 441/State Road 7 ("SR 7") right of way, and as described on attached Exhibit A, less and except any lots conveyed to third party homeowners (the "Property"); and

WHEREAS, this Agreement is being executed in connection with the Project Control Number 2005-00455, Engineering Condition 2 of Palm Beach County Resolution Number R-2017-0972 regarding the Property; and

WHEREAS, SR 7 is under the jurisdiction of the Florida Department of Transportation ("Department"); and

WHEREAS, the Department requires the County to enter into District Four (4) Amendment Number Two (2) to State of Florida Department of Transportation Landscape Memorandum of Agreement ("Amended LMOA"), attached as Exhibit B and incorporated herein, regarding landscape and irrigation improvements within SR 7 from Mile Post ("M.P.") 6.076 to M.P. 6.624; and

WHEREAS, Owner agrees to install and maintain landscape and irrigation improvements in the SR 7 right of way, including the median, abutting the Property, from M.P. 6.076 to M.P. 6.624 ("Boca Bridges Improvements"), pursuant to the Amended LMOA, including its Exhibit B, Landscape Improvement Plans; and

WHEREAS, Owner agrees to indemnify the County and Department in relation to its work on the Boca Bridges Improvements pursuant to the Amended LMOA, as provided herein.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Owner

agree, as follows:

- 1. The above recitations are true and correct and are incorporated herein.
- 2. <u>Assumption</u>. Owner hereby assumes all rights, duties and obligations required of County in, to, and under the Amended LMOA regarding the Boca Bridges Improvements, and Owner agrees to comply with all terms and conditions of the Amended LMOA.
- 3. <u>Installation and Maintenance of Improvements</u>.
 - A. Owner hereby agrees to install and maintain the Boca Bridges Improvements at all times, in accordance with the Amended LMOA. Owner shall remove, when requested by the County or the Department, at no expense to the County or the beneficiaries or holders of SR 7, the Boca Bridges Improvements from SR 7 within thirty (30) days of written notice, addressed to Owner or Owner's successors or assigns, that said Boca Bridges Improvements are not properly maintained pursuant to the Amended LMOA.
 - B. In the event that the Owner fails to remove or maintain the Boca Bridges Improvements located in SR 7 within the thirty (30) days from its receipt of the written notice from the County, County or the Department may remove or maintain the Boca Bridges Improvements without further notice, and Owner shall be responsible for the County's or Department's reasonable direct and indirect costs of removal and/or maintenance of the Boca Bridges Improvements. The County may record, and such costs of maintenance or removal shall be, a lien against the Owner's property should Owner fail to make payment within said thirty (30) days' written notice of the costs.
 - C. Sight obstructions shall not be caused by the Boca Bridges Improvements. If a sight obstruction develops, the Owner shall remove the obstruction within forty-eight (48) hours' notice by the County or the Department, whichever occurs first.
 - D. The Owner hereby acknowledges the County's right to inspect the areas governed by this Agreement at any time to assure compliance with the Amended LMOA, and all conditions, plans and specifications. All reviews, however, shall be performed at the County's discretion. County may stop work if there is a risk to public safety.
 - E. County shall not be responsible to the Owner for damage to any structure, to any of the Owner's property, to the Boca Bridges Improvements.
- 4. <u>Personnel</u>. The Owner hereby acknowledges that the County is not the employer, supervisor, principal or agent of the Owner and that the Owner is at all times an independent contractor with full responsibility for all obligations and responsibilities imposed under this Agreement and imposed by law. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Owner's sole direction, supervision, and control. The Owner shall exercise control over the means and manner in which it and its employees perform the work. The Owner does not have the power or authority to bind the County in any promise, agreement

or representation.

5. <u>Insurance</u>. Owner shall at all times during the term of this Agreement keep and maintain in full force and effect, at Owner's sole cost and expense, Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of \$500,000.00 per Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office. The County and Department shall be named as additional insured on such policies.

Owner shall furnish County with Certificates of Insurance of Endorsements evidencing the insurance coverage specified herein prior to the beginning performance of work under this Agreement.

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

- 6. Assignment to Homeowner's Association. The Owner further agrees to include a provision in the homeowners association's governing documents to allow the homeowners association(s) to levy, collect and expend fees to maintain the Boca Bridges Improvements. After the Owner completes the installation of the Boca Bridges Improvements in accordance with the Amended LMOA, including approval and acceptance by the Department, if applicable, the Owner shall have the right to assign, transfer and convey all of its rights, duties and obligations under and in connection with this Agreement to Boca Bridges Homeowners Association, Inc. or any other homeowners association subsequently formed or currently existing, and responsible for the operation and maintenance of the common areas and facilities within the Property (collectively "HOA(s)"). Upon the assignment of the Agreement to, and the assumption of the Agreement by the HOA(s), which assignment and assumption shall be in writing, the Owner shall be relieved, released and discharged from any and all of its rights, duties and obligations under this Agreement. Except as provided in this section above, Owner shall not assign, sublet, convey or transfer any of its interest or duty in this Agreement without the prior written consent of the County.
- 7. <u>Non-Discrimination</u>. The Owner represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the Owner shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Owner retaliate against any person for

reporting instances of such discrimination. The Owner shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Owner understands and agrees that a material violation of this clause shall be considered a material breach of the Agreement and may result in termination of the Agreement. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. All subcontractor agreements shall include a commercial non-discrimination clause.

- 8. <u>Indemnification</u>. Owner shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers free and harmless from and against any and all claims, liability, expense, loss, cost, fine, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise arising out of or related to the Improvements, arising during or as a result of Owner's performance of the terms of this Agreement, or due to the acts or omissions of Owner. This paragraph shall survive the expiration or termination of this Agreement.
- 9. <u>Public Records</u>. Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Owner: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Owner shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time The Owner is specifically required to:
 - A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
 - B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Owner further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
 - C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement, if the Owner does not transfer the records to the public agency.
 - D. Upon completion of the Agreement, the Owner shall transfer, at no cost to the County, all public records in possession of the Owner unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Owner transfers all public records to the County upon

completion of the Agreement, the Owner shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Owner keeps and maintains public records upon completion of the Agreement, the Owner shall meet all applicable requirements for retaining public records. All records stored electronically by the Owner must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Owner to comply with the requirements of this section shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Owner acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE OWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

- 10. Official Records. It is agreed by Owner, its transferees, successors, grantees and assigns hereto, that this Agreement will be recorded in the Official Records of Palm Beach County, Florida, and that this Agreement shall be a covenant running with the land and be binding upon the Owner, transferees, assigns and successors in interest of the Owner.
- 11. <u>Audits</u>. The County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421-2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Owner, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

12. <u>Severability</u>. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be

- affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.
- 13. <u>Joint Preparation</u>. The preparation of this Agreement has been a joint effort of the Parties, and the resulting Agreement shall not, solely as a matter of judicial constrain, be construed more severely against one of the parties than the other.
- 14. <u>Amendments</u>. Except as expressly permitted herein to the contrary, 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 equality of dignity herewith.
- 15. No Third Party Beneficiary. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including, but not limited to, any citizen or employees of the County and/or the Owner.
- 16. <u>Effective Date</u>. This Agreement shall be effective upon execution of the Amended LMOA by all parties thereto.
- 17. This Agreement shall remain in full force and effect until the Agreement is terminated with approval of the County and the Department.

[Signatures Appear on the Following Pages]

IN WITNESS WHEREOF, EXECUTED by Owner this 13th day of January, 2020.

Signed, sealed and delivered in the presence of:

Name: Richard M. Norwalk Title: Vice President

STATE OF FLORIDA **COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me by means of physical presence or □ online notarization this 13th day of January, 2020, by Richard M. Norwalk, as Vice President of Boca Raton VII Corporation, a Florida corporation, the general partner of Boca Raton Associates VII, LLLP, a Florida limited liability limited partnership on hehalf of company who is personally known to me.

NOTARY UBLIC
Name: Website C. Med

(type or print)

(type or print) My Commission Expires:

BOCA RATON ASSOCIATES VII, LLLP, a Florida limited liability limited partnership

[Signatures Continue on the Following Page]

EXECUTED by County this day of	, 2020.
(COUNTY Seal)	
ATTEST:	
Sharon R. Bock Clerk & Comptroller	Palm Beach County, Florida by its Board of County Commissioners
By:	Ву:
Deputy Clerk	, Mayor
APPROVED AS TO FORM	APPROVED AS TO TERMS
AND LEGAL SUFFICIENCY	AND CONDITIONS
Ву: <u>увн</u>	By: \$\rightarrow\cdot\cdot\cdot\cdot\cdot\cdot\cdot\cdot
Yelizaveta B. Herman	
Assistant County Attorney	

EXHIBIT A

Legal Description of "Property"

A PORTION OF BLOCK 70, PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACTS 1 THRU 15, INCLUSIVE, LESS THE RIGHT-OF-WAY FOR LAKE WORTH DRAINAGE DISTRICT LATERAL CANAL NO. 38; ALSO LESS THOSE PORTIONS DESCRIBED IN OFFICIAL RECORDS BOOK 22302, PAGE 1590; LESS THE RIGHT-OF-WAY FOR LYONS ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 12226, PAGE 1899, AND LESS THAT PORTION LYING EAST OF THE EAST RIGHT-OF-WAY FOR SAID LYONS ROAD; TRACTS 18 THRU 31, INCLUSIVE, TRACT 32, LESS THE RIGHT-OF-WAY FOR SAID LYONS ROAD AND LESS THAT PORTION OF TRACT 32 LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF SAID LYONS ROAD; TRACT 33, LESS THE RIGHT-OF-WAY FOR SAID LYONS ROAD; TRACTS 34 THRU 47, INCLUSIVE; TRACT 49, LESS THE RIGHT-OF-WAY FOR LAKE WORTH DRAINAGE DISTRICT E-1 CANAL; TRACTS 50 THRU 64, LESS THE RIGHT-OF-WAY FOR SAID LYONS ROAD, ALL LYING IN BLOCK 70, OF PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 45 THRU 54, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TOGETHER WITH THAT PORTION OF THE ROAD RIGHTS-OF-WAY AS DESCRIBED IN QUIT-CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 9343, PAGE 73, AND AS SHOWN ON THE SAID PLAT OF THE PALM BEACH FARMS CO. PLAT NO. 3 AS CONTAINED WITHIN THE ABOVE DESCRIBED PARCEL, LESS THE RIGHTS-OF-WAY FOR LAKE WORTH DRAINAGE DISTRICT CANALS AS DESCRIBED HEREIN AND LESS THE RIGHT-OF-WAY FOR SAID LYONS ROAD; TRACTS 16, 17 AND 48, LESS THE RIGHT-OF-WAY FOR LAKE WORTH DRAINAGE DISTRICT CANAL E-1, LESS AND EXCEPT ANY PORTION THEREOF LYING WITHIN THE RIGHT OF WAY OF U.S. 441, ALL BEING IN BLOCK 70, THE PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 45 THRU 54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS AND EXCEPT, THE FOLLOWING DESCRIBED PARCEL OF LAND:

Tract "RW" of HYDER AGR-PUD SOUTH PLAT ONE, according to the Plat thereof, as recorded in Plat Book 126, at Page 63 of the Public Records of Palm Beach County, Florida, also known as:

A PORTION OF TRACTS 32 AND 33 AND THE ADJOINING ROAD, DYKE AND DITCH RESERVATION, ALL WITHIN BLOCK 70, PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF TRACT 64, BLOCK 70, SAID PALM BEACH FARMS COMPANY PLAT NO. 3 AND THE WEST RIGHT-OF-WAY LINE OF LYONS ROAD ACCORDING TO OFFICIAL RECORDS BOOK, 12226, PAGE 1899, SAID PUBLIC RECORDS; THENCE NORTH 00°27'56" WEST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1048.57 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2245.00 FEET AND A CENTRAL ANGLE OF 05°43'06"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 224.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE PREVIOUSLY DESCRIBED CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 2245.00 FEET AND A CENTRAL ANGLE OF 13°09'10"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND SAID WEST RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 515.36 TO A POINT OF NON-TANGENT INTERSECTION; THENCE SOUTH 05°14'06" EAST, A DISTANCE OF 51.55 FEET TO A POINT OF NON-RADIAL INTERSECTION WITH A CURVE CONCAVE WESTERLY, FROM WHICH A RADIAL LINE

BEARS SOUTH 71°56′46″ WEST, HAVING A RADIUS OF 2233.00 FEET AND A CENTRAL ANGLE OF 11°34′20″; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 451.00 TO A POINT OF NON-TANGENT INTERSECTION; THENCE SOUTH 52°13′25″ EAST, A DISTANCE OF 16.71 FEET TO THE POINT OF BEGINNING.

EXHIBIT B Page 1 of 16

SECTION No.(s):

93210

S.R. No.(s):

7

PERMIT No(s): COUNTY: 2018-L-496-012 PALM BEACH

DISTRICT FOUR (4) AMENDMENT NUMBER TWO (2) TO STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LANDSCAPE MEMORANDUM OF AGREEMENT

THIS AMENDMENT Number Two (2) to the Agreement dated December 1, 2017, made and entered into this _____ day of _____ 20___ by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT and the PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter called the AGENCY.

WITHNESSETH

WHEREAS, the parties entered into the Landscape Maintenance of Agreement dated, December 1, 2017 (LMOA) as amended on June 21, 2019 for the purpose of maintaining the landscape improvements by the AGENCY on State Road 7 (US 441); and,

WHEREAS, the DEPARTMENT and the AGENCY have agreed to increase the limits of the landscape maintenance and to add additional landscape to be installed on State Road 7 (US 441) and,

WHEREAS, Landscape Improvements will be added in accordance with Permit Number 2018-L-496-012 for Hyder South AKA Boca Bridges; and,

WHEREAS, the AGENCY by Resolution No._____ dated_____, attached hereto and by this reference made a part hereof, desires to enter into this Amendment and authorized its officers to do so; and,

NOW THEREFORE, for and in consideration of mutual benefits that flow each to the other, the parties covenant and agree as follows:

- Pursuant to paragraph 7 of the LMOA, the DEPARTMENT will allow an adjacent property owner to construct landscape improvements or to modify an improvement located as indicated in Exhibit "A", State Road 7 (US 441) from L-39 Canal (M.P.6.076) to L-38 Canal (M.P.6.624) [Hyder South AKA Boca Bridges], in accordance with the plans attached in Exhibit "B".
- 2. The AGENCY shall agree to maintain the additional landscape improvements in the LMOA in accordance with the Maintenance Plan, Exhibit "C" of the LMOA.

EXHIBIT B Page 2 of 16

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

LIST OF EXHIBITS

Exhibit A - Landscape Improvements Limits and Maintenance Boundaries and Location Map

Exhibit B - Landscape Improvement Plans

EXHIBIT B Page 3 of 16

In Witness whereof, the parties hereto theday year written and ap	o have executed with this Amendment effect proved.
PALM BEACH COUNTY, A POLITIAL SUBDIVISION OF THE STATE OF FLORIDA BOARD OF COUNTY COMMISSIONERS	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
By:TITLE: MAYOR	By: Transportation Development Director
DATE: APPROVED AS TO FORM AND LEGAL SUFFICIENCY	Attest: (SEAL) Executive Secretary
BY: YBH COUNTY ATTORNEY	Legal Review Date Office of the General Counsel
Attest: SHARON R. BOCK	
CLERK & COMPTROLLER (SEAL	
APPROVED AS TO TERMS AND CONDITIONS:	

EXHIBIT B Page 4 of 16

SECTION No.(s):

93210

S.R. No.(s):

7

PERMIT No(s): COUNTY: 2018-L-496-012 PALM BEACH

EXHIBIT A

LANDSCAPE IMPROVEMENTS PROJECT LIMITS

MAINTENANCE BOUNDARIES LIMITS AND LOCATION MAP

- PERMIT PROJECT LIMITS: Permit No. 2018-L-496-012 State Road 7 (US 441) from M.P. 6.076 to M.P. 6.624
- II. COMPREHENSIVE LANDSCAPE MAINTENANCE AGREEMENT LIMITS ON STATE ROAD 7:
 State Road 7 (US 441) from M.P. 6.076 to M.P. 8.531
- III. MAINTENANCE BOUNDARY LIMITS MAP:

(

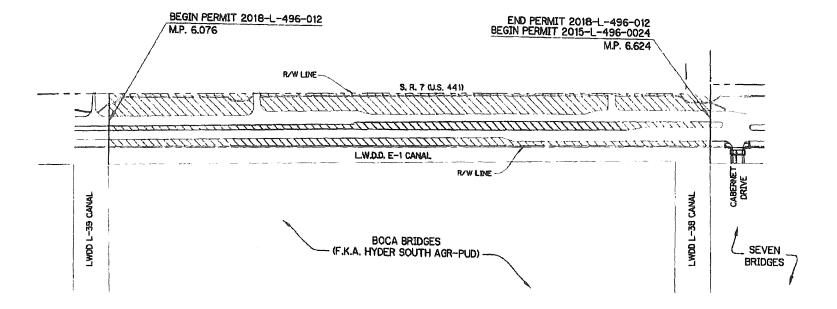
Please See Attached

ÇI

LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARY MAP PALM BEACH COUNTY

PERMIT NO. 2018-L-496-012

N.T.S.



LEGEND:

LIMITS OF MAINTENANCE BY PALM BEACH COUNTY

EXHIBIT B Page 6 of 16

SECTION No.(s):

93210

S.R. No.(s):

7

PERMIT No(s): COUNTY: 2018-L-496-012 PALM BEACH

EXHIBIT B

LANDSCAPE IMPROVEMENT PLANS

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

Please see attached plans prepared by:

Permit No. 2018-L-012 Kenneth M. DiDonato, P.E. KD Consulting Engineer August 14, 2019 Sheets IR 1 – 5

Andrew Overmeyer, RLA

Parker-Yannette design group, inc.

September 23, 2018

Sheets L 1 - 5

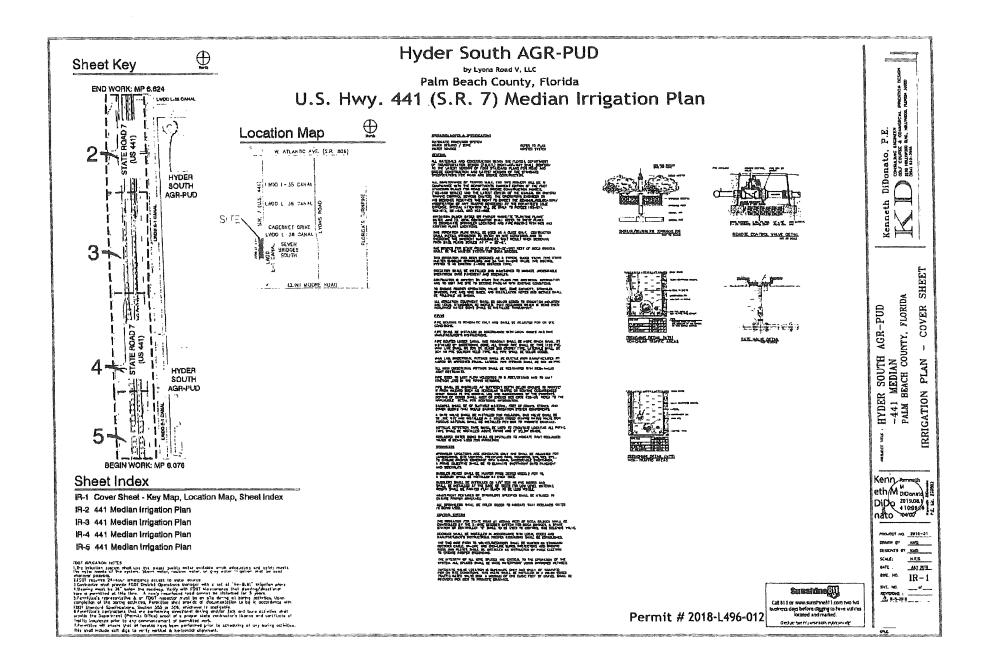


EXHIBIT B Page 7 of 16

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EXHIBIT B Page 9 of 16

EXHIBIT B Page 10 of 16

EXHIBIT B Page 11 of 16

Hyder South AGR-PUD

by Lyons Road V, LLC

Palm Beach County, Florida

U.S. Hwy. 441 (S.R. 7) Median Landscape Plan

Sheet Key END WORK: MP 6.624

LWDD L-38 CANAL

HYDER

SOUTH

AGR-PUD

HYDER

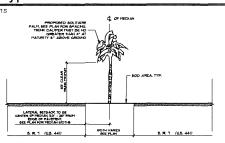
SOUTH

AGR-PUD

BEGIN WORK: MP 6.076



Typical Median Cross Section



** DESIGN SPEED AND POSTED SPEED = 55 MPH IN 4 LANE DIVIDED HIGHWAY SEE SHEETS L2 THRU L 4

** DESIGN SPEED AND POSTED SPEED = 45 MPH IN 6 LANE DIVIDED HIGHWAY SEE SHEET L5

- MOT will be required for work within FDOT Right of Way. Refer to appropriate MOT Standard Plans Indices.

MOT within FDOT Right of Way will require a K permit.

Notes:

All materials and construction within the Florida Department of Transports
Derign (F.D.O.T.) right-of-way shall conform to the "baset vertion of EDOT
Standard Plans for Road and Bridge Construction and latest vertion of the
Standard Specifications for Road and Bridge Construction

-All maintenance Of Traffic M.O.T. for this project will be in compliance with the Pepartments current entities of the FDOT Standard Plans for Road and Brail of Contraction Includes, (102-660 orange) and the last a failtim of the Manual on Uniform Traffic Control Devices (MUTCD). The Operations Engineer of his designer reserve the right to direct the termoral/relocation modification of any open for the part of direct the transactive forms and official or for the part of the part of direct the transactive form modification of any open for the part of direct the part of the traffic devices(s) at the permittee's sole expense. Special attention will be given to Indices 102-611, 102-612, 102-613, and 102-600.

Traffi: Control shall be in secondance with the project plans, the current edition
of the Florida Department of Transportation Design Standards (600 series) and the
latest edition of the Manual on Uniform Traffic Control Devices (MUTCD)."

It is the Permittoe's responsibility to obtain finel acceptance of permitted work (completed) and the restoration of the Right-of-Way from the Department prior to urace.

-Permittee will restore the Right of Way as a minimum, to its original condition us better in accordance of Florida Department of Transportation. It lets Standard Specifications for Road & Bridge Controllor or as directed by the Resident Operations Engineer.

Restricted hours of operation for lane closures will be from 9:00am to 4:00 pm (Monday-Friday), unless otherwise approved by the Operations Engineer, or designee. MOT shall be picked up by 4:00 pm and not start before 9:00 am

The installation of all new landscape materials will be in accordance with current editions of the Standard Indices (horizontal clearance/clear zone requirements).

- PERMIT IS VALID FOR ONE YEAR FROM DATE OF ISSUE. Permittee will provide the Department with certified "AS-Ruilf" plans prior to final a mentage of the permitted work

- Landscape installation shall comply with current FDOT Standard Specifications Section 580-001

- Contractor to verify all underground utilities prior to commencing work

FDOT General Notes:

GOVERNING STANDARD PLANS: Florida Department of Transportation. Standard Plans for Road and Bridge Construction (latest version) and applicable Interim Revisions (IRs)."

GOVERNING STANDARD SPECTIFICATIONS: Florida Department of Transportation. Standard Specifications for Road and Bridge Construction (latest version).

Contractor shall repair all damage done to FDOT property during demolition, relocation &/or installation activities at his sole expense

- Ownership of all suitable excavated materials, as determined by the Department, shall remain in the Department until a final acceptance of the permitted project is fulfilled. Excavated materials shall be hauled by the Permittee, at their cost & expense from the site to the Palm Beach Operations Center or stockpiled in those areas as directed by the Department, including asphalt millings.

FDOT Planting Notes:

- For the portion of knodscape plant material that will be installed within the FDOT Right of Way, Inducase Installation shall comply with current FDOT Maintenance Specifications 580-2.1. Online Reference: http://www.fdot.cov.programmanag.ment/Maintenance/2018/an/default.shar

For the portion of landscape plant material that will be installed within the FDOT Right of Way, refer to FDOT Standard Plans Index, \$80-001
 Landscape Intellation, Online Reference:
 http://www.fdot.gov/dest-ph/anda/ablans/current/Drs/\$80-001.pdf

- Cypress Mulch is not permitted on FDOT right of way. Mulch permitted to be used are Hardwood Mukh (contaming no Cypress products), Recycled Mulch or approved equal, certified by the Mulch and Soil Council (MSC). Salmin proof of certification to the FDOT District Operations Permit Landscape Inspector upon inspection.

 Sodded areas will be in accordance with Design Standard Index 105 and Standard Specifications Sections 162, 570, 981, 982, 983, 987 of the Department's latest edition of Governing Design Standards and Standard Specifications. All disturbed great will be sudded within one (1) week of

Palm Tree Planting Detail

- Landscape installation shall comply with current FDOT

Sheet Index

L-1 Cover Sheet - Key Map, Location Map, Sheet Index, Plant List

L-2 441 Median Landscape Plan

L-3 441 Median Landscape Plan

L-4 441 Median Landscape Plan

L-5 441 Median Landscape Plan

Plant List (Overall)

Plant List (Seven Bridges South)

Plant Specifications

GPECIES AND SIZE shall conform to those indicated on the chasings . Namediators shall conform to STARDARDIZED PLANT NAMED, current . Standards for Names Plant Standards of Names Plant Standar

GENERAL REQUIREMENTS

openines, Robinstrates and September 2015, violences, and branched and free of disease and seat aggs and sirves, and shift have decigate not suspen. Test of policing rose shift be reflored in size and ships. All naturals shift be adjust to approval by the serior in size and ships. All naturals shift be adjust to approval by the principles of the shift of

CONTAINER GROWN STOCK

All consulter grown external shall be healthy vigorous, and incread prints, and established in the consider in shad their pre-plents shall flave tops which are good quality and in a health grown point condition, An established contained grown plant belief be grown in that developed so that the root raise all reath its shape and host logarity are recovered from the contained. The root has all first his shape and host logarity are recovered in consultance are

Height shall be measured from ground to the average height of carops, fighread shall be restured to the end of branching equality ground the arous from the center of the linux. Heaturements are not to holide any terrinal growth the points of weak links structure or divides that could be points of weak links structure or disease infestation.

Clear funk (C.T.), shall be easured from the ground at the time of installation to the point where the sature aged trunk joins the limature or green postion of the trunk or the head

83" cs., single size, truck caliper must be no more than 4" at naturity 6" above ground full frond, Florida 9

too feelilige shall be used it all lights of plantings, except pains. Genetic feelilizes shall be solven in corposition, dy and feel froling. This feelilizes shall be delivered to the site in the original supposed begs, and bedering the states field persons includes, server (in) persons prodephows, teacher (field) persons positions (field) persons positions (field) persons positions (field) persons positions in the site of the persons positions. The site of the persons positions in region is not all persons positions in region in the site of the persons properly persons. The STAP persons positions in region is made to the site of the

The two fertilizers will be applied at the following rates

2/1° caliper 2 tos /1' caliper Florida East Coast Pain Special' will be applied to all pairs at installation at a rate of 1/2 ib. per inch of trusk caliper unless otherwise specified.

No substitutions of plant natural types or size will be allowed without written consent of the Landacepe. Architect. BIS esterial will not be accepted as substitute for container grown natural unless previously approved. Alternate substitutions shall be indicated in bid.

Permit # 2018-L496-012



R25 South 11.5 Highway On Suite 330 Lapiter, Florida 33177

Telephone:(561) 747-5065 Fax: (561) 747-2041 Email: mail/gpydg.com License #LC-0000297

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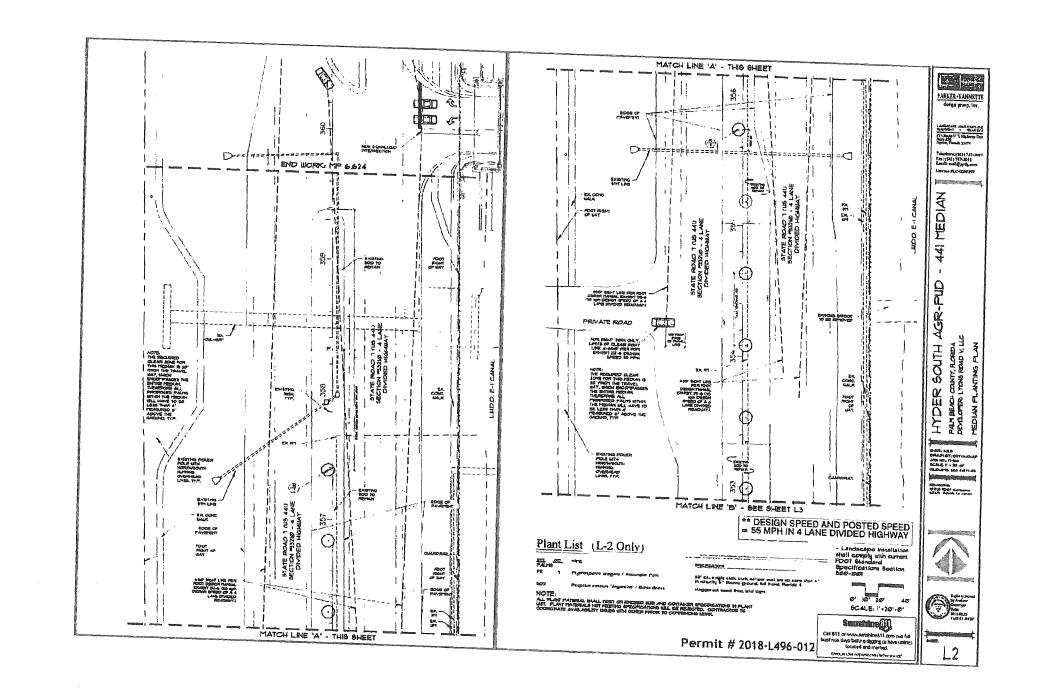
SOUTH Щ ОД DER PERCH PE

开型

DATE: 6/1/80 DRAIN BY: AJO/AUF JOB NO. 11-10/4 SCALE: N/A FR. BNAYE: 686 441 H



TO M age ത



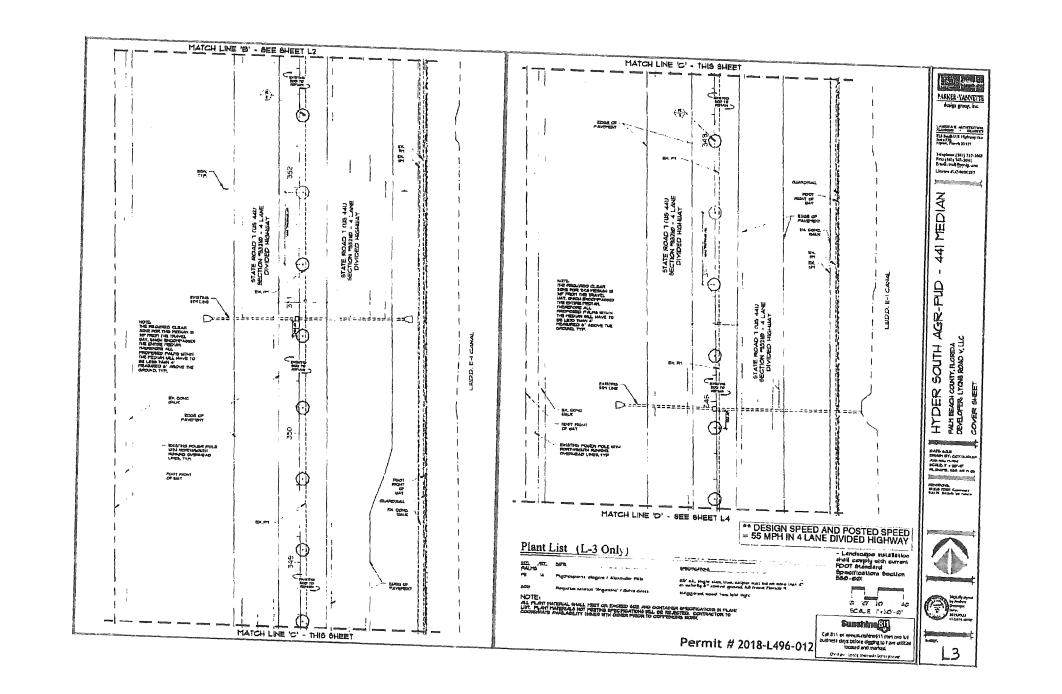


EXHIBIT B Page 15 of 16

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