

MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 201__, by and between the **CITY OF HOLLYWOOD**, a municipal corporation located in Broward County, Florida and organized and existing under the laws of Florida, hereinafter referred to as "**City**," having an address of 2600 Hollywood Boulevard, Hollywood, Florida 33022, and **STATIONSIDE PARTNERS LLC**, its successors and assigns, hereinafter referred to as "**Developer**," having an address of 4801 PGA Boulevard, Palm Beach Gardens, Florida 33418.

WITNESSETH:

WHEREAS, Developer owns or controls certain property located in the City of Hollywood, Broward County, Florida as shown and described on Exhibit "A" attached hereto and made a part hereof (the "**Property**"); and

WHEREAS, for the purpose of conserving the quality, character, value and ambiance of the Property and improvements thereon, the Developer recognizes that it is in the best interest of future Property owners or occupants to maintain the public improvements within North 29th Avenue and within Sheridan Street bordering the FDOT Park and Ride adjacent to the Property, according to the terms and conditions as set forth herein; and

WHEREAS, the public improvements within North 29th Avenue and Sheridan Street bordering the FDOT Park and Ride site are more specifically described in that certain "District Four (4) Amendment Number Three (3) to State of Florida Department of Transportation Landscape Inclusive Memorandum of Agreement" (the "**Improvements**") referencing Permit No. 2015-L-491-0010, hereinafter referred to as the "**MMOA Third Amendment**;" and

WHEREAS, the City as a party to the MMOA Third Amendment is obligated to maintain the Improvements, which obligation is being undertaken by the Developer pursuant to this Agreement; and

WHEREAS, the maintenance obligations, as described in the MMOA Third Amendment, as set forth herein shall run with the land and be assumed by each and every person that may hereinafter acquire an interest in the Property; and

WHEREAS, Developer enters into this Agreement with the City pursuant to the requirements imposed on it and accepted by future Property owners or occupants, as a prerequisite to construction of the public improvements referenced herein; and

WHEREAS, the parties hereto mutually recognize the need for entering into this Agreement designating and setting forth the responsibilities and obligations hereunder;

NOW THEREFORE, for and in consideration of the covenants contained in this Agreement, it is mutually agreed between the parties as follows:

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

2. The Developer, its successors and assigns, agrees to maintain in perpetuity in accordance with the requirements of the MMOA Third Amendment the Improvements within the specified areas as set forth below and more fully described on Exhibit "B" attached hereto and incorporated herein by reference:

a) Those public improvements within North 29th Avenue from the Property to 262 feet north, which includes the interlocking pavers, landscaping, irrigation and decorative lighting; and

b) Those public improvements beginning at Sheridan Street Mile Post 2.650 and ending 262 feet north, the area bordering the FDOT Park and Ride and North 29th Avenue, which is more specifically described under State of Florida Department of Transportation Permit #2015-L-491-10 and includes landscaping, irrigation, and aluminum picket and masonry pier fencing.

3. The Developer agrees to maintain the landscaping, irrigation, paver bricks, and fencing, with such maintenance to include, among other things, periodic trimming, cutting, litter pickup, fertilizing and necessary replanting of the landscaping and keeping the other improvements in good and safe order and condition as would be usual and customary for said type of improvements, all as described in the MMOA Third Amendment. In the event that the improvements are damaged or destroyed by hurricane or other casualty or vandalism, the Developer shall promptly repair or replace the damaged or destroyed improvements.

4. If at any time after the execution of the Agreement it shall come to the attention of the City that the Improvements or a part thereof are not properly maintained pursuant to the terms of the MMOA Third Amendment, the City may at its option issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the Developer to place the Developer on notice thereof. Thereafter, the Developer shall have a period of thirty (30) calendar days following receipt of the foregoing notice within which to correct the cited deficiencies; provided however that, in the event that the correction of the deficiencies by their nature cannot be completed within thirty (30) calendar days, the Developer shall commence such corrective actions within thirty (30) calendar days and shall diligently continue the same to completion. If said deficiencies are not corrected within this time period, the City may at its option, proceed as follows:

a) Maintain the improvements or a part thereof with City or contractor's personnel and invoice the Developer for expenses incurred. The Developer hereby grants permission to the City to enter the Property to perform such maintenance. The City may issue an invoice to the Developer for the costs incurred in performing such

maintenance, and if such invoice is not paid within 30 days of invoice, the City may place a lien against the Property for the amount thereof;

b) Terminate the Agreement in accordance with Paragraph 10 of this Agreement, remove, by City or contractor's personnel, any or all of the public improvements installed under this Agreement or any preceding agreements, and invoice the Developer the reasonable cost of such removal and appropriate restorations, and if not paid within 30 days of invoice, the City may place a lien against the Property for the amount thereof, or

c) Invoke any rights and remedies allowed at law, in equity or otherwise.

5. It is understood between the parties hereto that Improvements within the public rights-of-way covered by this Agreement may be removed, relocated or adjusted at any time in the future and as determined to be necessary by the City. The Developer shall be given thirty (30) calendar days' notice to remove said improvements after which time the City may remove same. However, other than actions deemed necessary by the City for the immediate protection of public safety, City agrees to provide notice to the Developer of its concerns regarding the continuation of any of the Improvements, and the City and Developer shall work cooperatively to attempt to address the City's concerns while retaining the Improvements.

6. The provisions of this Agreement shall be binding upon and inure to the benefits of successors in title to the Property.

7. The parties agree that this Agreement and Exhibits, upon execution of same, shall be recorded by Developer among the public records of Broward County, Florida. When so recorded, owners and occupants of the Property shall be on notice of each and every provision of this Agreement, and this Agreement shall be of the same force and effect as if said owners and occupants had joined with the parties to this Agreement in the execution hereof; and the acquisition or occupancy of any part of the Property shall be deemed conclusive evidence of the fact that the owners have consented to and accepted the Agreement herein contained and have become bound hereby.

8. City and Developer agree to deliver to each other, from time to time as reasonably requested in writing, within fifteen (15) business days after receipt of such request, an estoppel certificate stating that this Agreement is unmodified and in full force and effect (or, if there have been modifications, that the Agreement is in full force and effect as modified, and stating the modifications), the status of Developer's performance hereunder and such other information as City or Developer may reasonably require with respect to the status of this Agreement and of the Improvements.

9. Developer, its successors and assigns, and future property owners of the Property shall indemnify and hold harmless City and its officers and employees from all suits, actions, claims and liability arising solely out of the negligent performance of the work under this Agreement, or failure to maintain the public improvements referenced

herein in conformance with the standards described in Paragraph 4 above, provided that any such claim, damage, loss or expense is attributed to bodily injury, sickness, disease, personal injury or death, or the injury to or destruction of tangible property, including the loss of use resulting therefrom. Nothing in this Agreement shall be construed to limit the rights, privileges or immunities accorded to the City under the doctrine of sovereign immunity or as set forth in Florida Statutes Section 768.28.

10. This Agreement may be terminated by the City if the Developer fails to perform its duties under Paragraph 3, following thirty (30) days written notice. This Agreement may also be modified or terminated by mutual consent of the Developer, its successor and assigns, and the City, which consent shall be evidenced in a written document recorded in the Public Records of Broward County, Florida.

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

[SIGNATURES BEGIN ON THE FOLLOWING PAGE)

City

ATTEST:

CITY OF HOLLYWOOD, FLORIDA

PATRICIA A. CERNY, MMC
CITY CLERK

BY: _____
PETER BOBER, MAYOR

ENDORSED AS TO FORM & LEGALITY
For the use and reliance of the
CITY OF HOLLYWOOD, FLORIDA, only:

JEFFREY P. SHEFFEL,
CITY ATTORNEY

Developer

WITNESSES:

STATIONSIDE PARTNERS LLC

Signature

BY: _____
NAME:
TITLE:

Print Name

Signature

Print Name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____,
201___, by _____ as _____ of Stationside Partners LLC.

NOTARY PUBLIC

Print: _____

Commission No.: _____

My commission expires:

Personally known _____ OR Produced Identification _____

Type of Identification Produced _____

EXHIBIT "A"

DESCRIPTION OF THE "PROPERTY"

All of Parcel D of SHERIDAN STATION PLAT, according to the plat thereof, as recorded in Plat Book 181, Pages 51 through 55 of the Public Records of Broward County, Florida. Said lands lying in the City of Hollywood, Broward County, Florida.

EXHIBIT "B"

IMPROVEMENTS TO BE MAINTAINED BY DEVELOPER

THE PUBLIC IMPROVEMENTS IDENTIFIED AND CONTAINED IN THE AREAS SPECIFIED IN SECTION 2 OF THIS AGREEMENT AND MORE FULLY DESCRIBED IN THE FOLLOWING PROJECT DRAWINGS FOR "THE SHERIDAN STATION PROJECT" LISTED BELOW AND ATTACHED HERETO:

FOR NORTH 29TH AVENUE (EXTENDING 262 FEET NORTH OF PROPERTY):

SHERIDAN STATION SITE PLAN 13-P-99, APPROVED 2/4/15

*ROGER FRY & ASSOCIATES ARCHITECTS, P.A.
ROGER FRY, ARCHITECT
SHEET A-5.1 AND A-6.1*

*LANDSCAPE ARCHITECTURE AND PLANNING
GEORGE ALEX KNIGHT, ASLA
SHEET LA-11*

*KIMLEY HORN
CHRISTOPHER THOMAS, P.E.
SHEETS C-610 AND C612*

FOR SHERIDAN STREET (AREA BORDERING FDOT PARK AND RIDE):

FLORIDA DEPARTMENT OF TRANSPORTATION PERMIT #2015-L-491-10

*ROGER FRY & ASSOCIATES ARCHITECTS, P.A.
ROGER FRY, ARCHITECT
SHEETS 01-05
SEPTEMBER 4, 2015*

*LANDSCAPE ARCHITECTURE AND PLANNING
GEORGE ALEX KNIGHT, ASLA
SHEETS LA-10 & LA-21
SEPTEMBER 9, 2015*

EXHIBIT "B"
MMA THIRD AMENDMENT

SECTION No.(s): 86230
S.R. No.(s): 822
PERMIT No: 2015-L-491-0010
COUNTY: Broward

DISTRICT FOUR (4) AMENDMENT NUMBER THREE (3) TO STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION LANDSCAPE INCLUSIVE
MEMORANDUM OF AGREEMENT

THIS AMENDMENT Number Three (3) to the Agreement dated February 27, 2013 made and entered into this _____ day of _____ 20____ by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT and the CITY OF HOLLYWOOD, a municipal subdivision of the State of Florida, hereinafter called the AGENCY.

W I T N E S S E T H

WHEREAS, the parties entered into the Landscape Inclusive Maintenance of Agreement dated, February 27, 2013 for the purpose of maintaining the landscape improvements by the AGENCY on various roads including State Road 822 (Sheridan Street); and,

WHEREAS, the DEPARTMENT and the AGENCY have agreed to add additional landscape to be installed on State Road 822 (Sheridan Street) in accordance with the above referenced Agreement; and,

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

1. Pursuant to page 6, paragraph 9 of the Landscape Inclusive Maintenance Memorandum of Agreement for State Road 822 (Sheridan Street) dated February 27, 2013, the DEPARTMENT will allow an adjacent property owner to construct additional landscape improvements or to modify an improvement located as indicated in Exhibit "A", State Road 822 (Sheridan Street) from (M.P. 2.650) to 262 feet north. In accordance with the plans attached as Exhibit "B".
2. The AGENCY shall agree to maintain the additional landscape improvements in the Agreement described above according the Exhibit "C" Maintenance Plan, attached to this Amendment.

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

LIST OF EXHIBITS

- Exhibit A - Landscape Improvements Limits and Maintenance Boundaries and Location Map
- Exhibit B - Landscape Improvement Plans
- Exhibit C - Landscape Improvements Maintenance Plan

In Witness whereof, the parties hereto have executed with this Amendment effective the ____ day _____ year written and approved.

CITY OF HOLLYWOOD

By: _____
Chairperson/Mayor/City Manager

Attest: _____(SEAL)
Clerk

Legal Review _____ Date _____

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Attest: _____(SEAL)
Executive Secretary

Legal Review _____ Date _____

Office of the General Counsel

SECTION No.(s): 86230
S.R. No.(s): 822
PERMIT No: 2015-L-491-0010
COUNTY: Broward

EXHIBIT A

LANDSCAPE IMPROVEMENTS PROJECT LIMITS
MAINTENANCE BOUNDARIES LIMITS AND LOCATION MAP

- I. **PERMIT LANDSCAPE MAINTENANCE LIMITS:**
State Road 822 (Sheridan Street) from (M.P. 2.650) to 262 feet north.
This area borders the FDOT Park and Ride.

- II. **INCLUSIVE LANDSCAPE MAINTENANCE AGREEMENT LIMITS:**
State Road 822 (Sheridan Street)

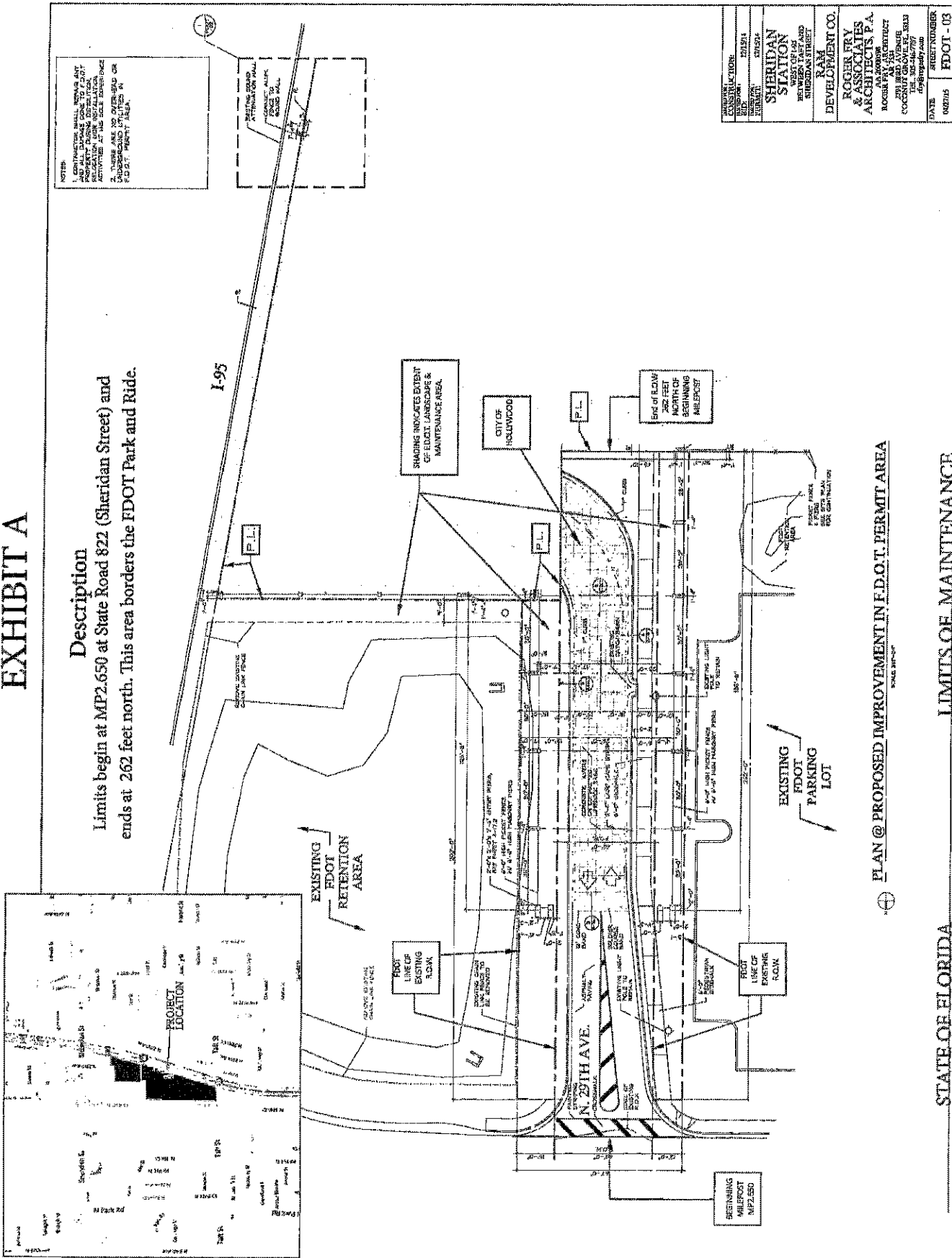
State Road 7 (US 441) (M.P. 0.000) to State Road A1A (M.P. 5.792)
S.W. 19th Court (M.P. 5.45) to S.W. 18th Avenue (Oakwood Boulevard (M.P. 5.7)

*All limits of the original agreement and amendments shall apply

Please See Attached

EXHIBIT A

Description
Limits begin at MP2.650 at State Road 822 (Sheridan Street) and ends at 262 feet north. This area borders the FDOT Park and Ride.



LIMITS OF MAINTENANCE
BY CITY OF HOLLYWOOD



STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
LIMITS OF MAINTENANCE
N. 29TH AVENUE
BROWARD COUNTY

CONSTRUCTION: 2015/11
DESIGN: 2015/08
DATE: 08/20/15

PROJECT LOCATION: SHERIDAN STREET, STATE ROAD 822, N. 29TH AVENUE, BROWARD COUNTY, FLORIDA

SHADING INDICATES EXTENT OF FDOT LANDSCAPE & MAINTENANCE AREA.

EXISTING FDOT RETENTION AREA

EXISTING FDOT PARKING LOT

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
PERMIT # 2015-L-491-10

PLAN @ PROPOSED IMPROVEMENT IN F.D.O.T. PERMIT AREA

SCALE: AS SHOWN

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
LIMITS OF MAINTENANCE
N. 29TH AVENUE
BROWARD COUNTY

SECTION No.(s): 86230
S.R. No.(s): 822
PERMIT No: 2015-L-491-0010
COUNTY: Broward

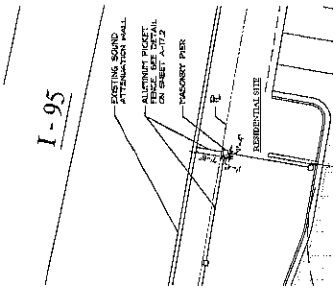
EXHIBIT B

LANDSCAPE IMPROVEMENT PLANS

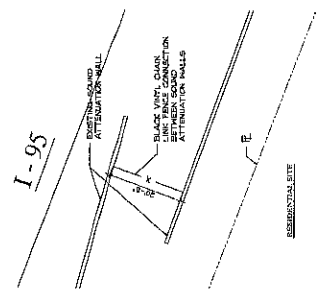
The AGENCY agrees to install the landscape improvements in accordance with the plans and specifications attached hereto and incorporated herein.

Please see attached plans prepared by: Roger Fry & Associates Architects, P.A.
Roger Fry, Architect
Sheets – 01 - 05
September 4, 2015

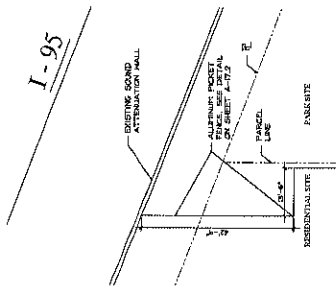
Landscape Architecture and Planning
George Alex Knight, ASLA
Sheets – LA-10 & LA-21
Date: September 9, 2015



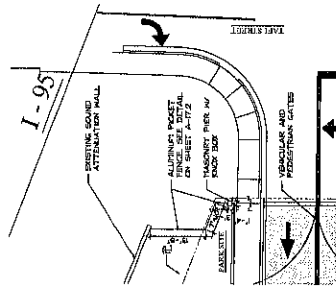
1
PLAN DETAIL AT SOUND ATTENUATION WALL
SCALE: 1/8" = 1'-0"



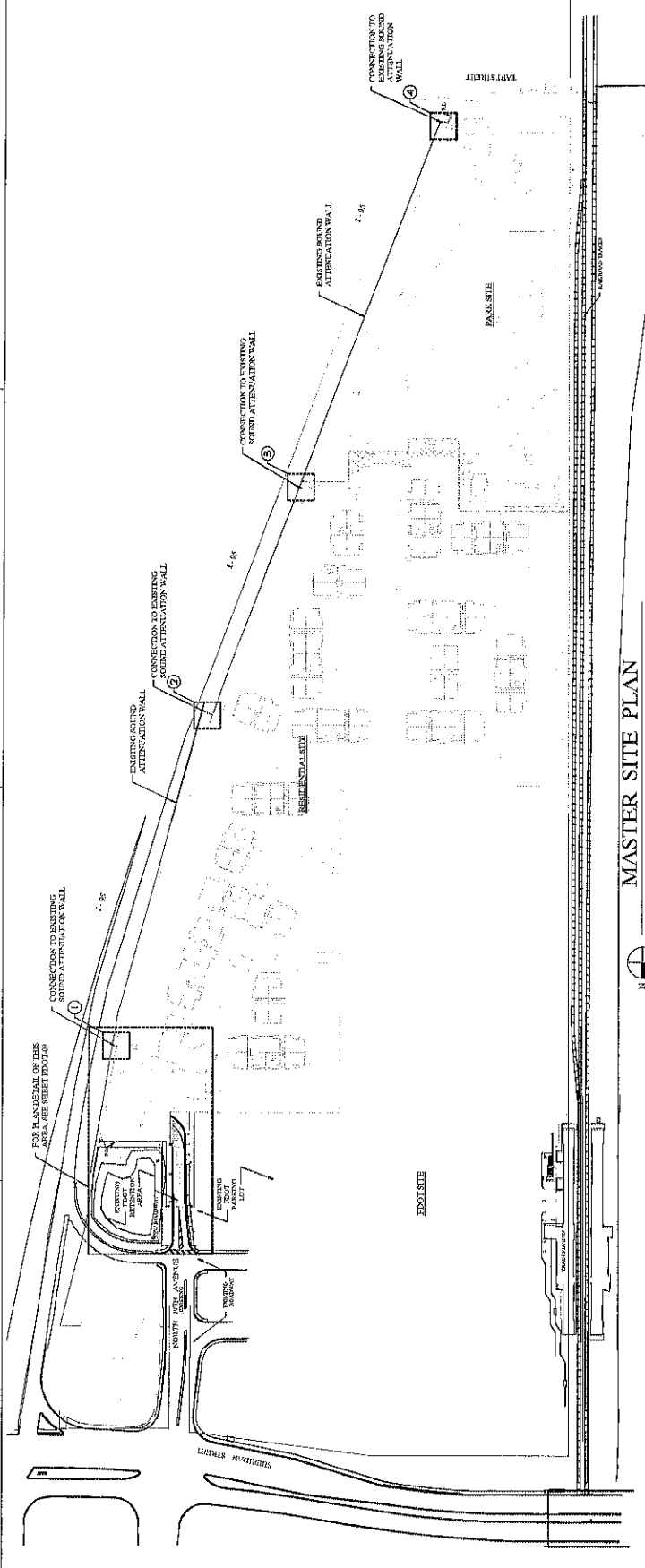
2
PLAN DETAIL AT SOUND ATTENUATION WALL
SCALE: 1/8" = 1'-0"



3
PLAN DETAIL AT SOUND ATTENUATION WALL
SCALE: 1/8" = 1'-0"



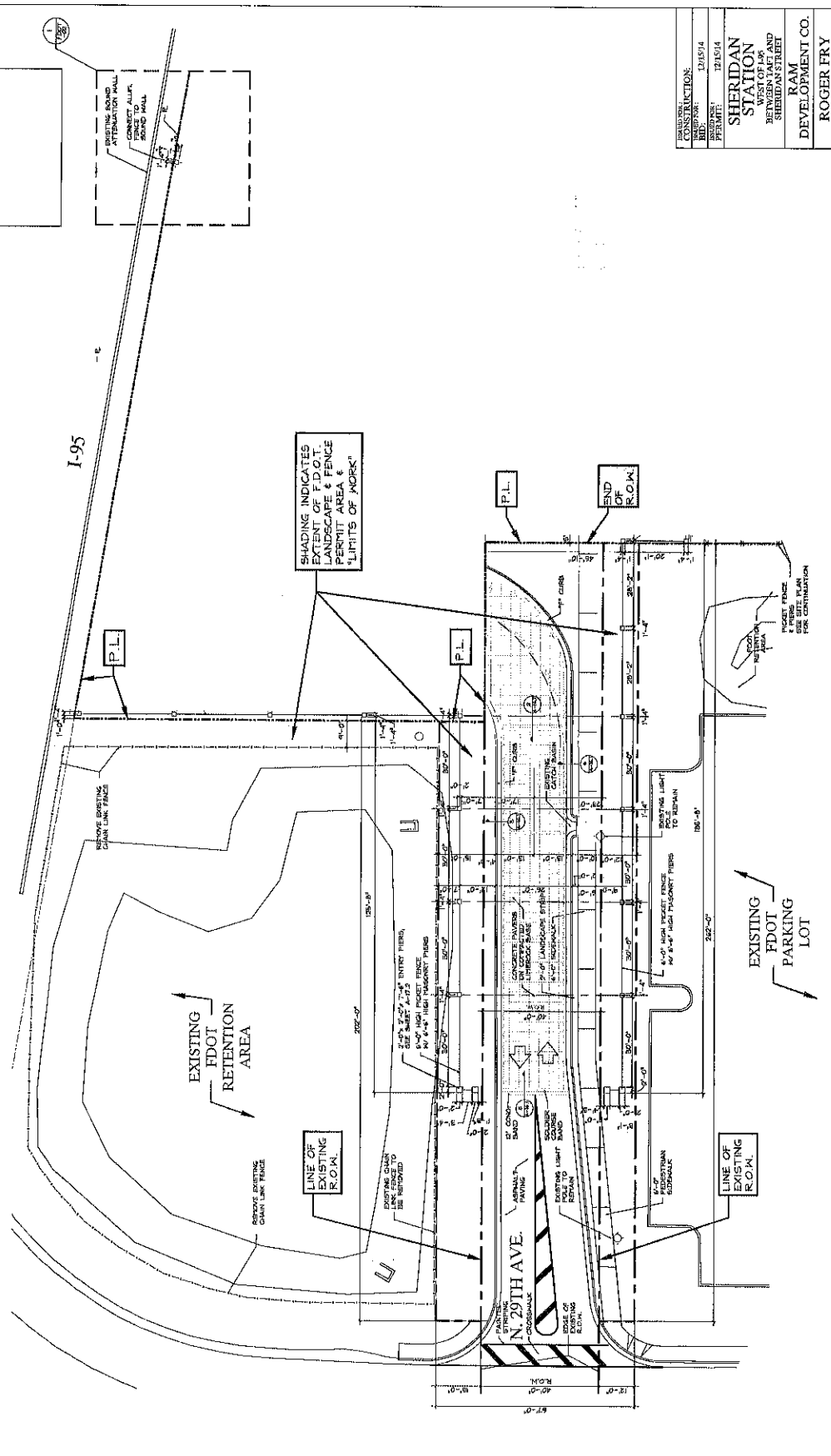
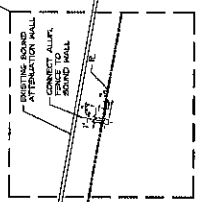
4
PLAN DETAIL AT SOUND ATTENUATION WALL
SCALE: 1/8" = 1'-0"



MASTER SITE PLAN
SHOWING LOCATION OF WORK REQUIRING FLOOD PERMIT
SCALE: 1" = 100'-0"

PROPOSER:	CONSTRUCTION:
BUILDING:	12/25/14
PERMIT:	1223544
SHERIDAN STATION	
KLEIN ARCHITECTS	
BETWEEN TAFT AND SHERIDAN STREET	
RAM DEVELOPMENT CO.	
ROGER FRY & ASSOCIATES ARCHITECTS, P.A.	
ROGER A. FRY, ARCHITECT	
44200008	
3000 W. WASHINGTON AVENUE	
CORCORAN BOULEVARD, FL 33149	
TEL: 305-466-7373	
info@rfa.com	
DATE:	SHEET NUMBER:
6/22/15	FDOT - 02

NOTES:
 1. CONTRACTORS SHALL REMAIN ON PROPERTY DURING DESTRUCTION, RECONSTRUCTION AND ALL DAMAGE TO F.D.O.T. PROPERTY SHALL BE REPAIRED AT HIS SOLE EXPENSE.
 2. THERE ARE NO OVERHEAD OR UNDERGROUND UTILITIES IN F.D.O.T. PERMIT AREA.



SHADING INDICATES EXISTING LANDSCAPE & FENCE PERMIT AREA & LIMITS OF WORK

EXISTING FDOT RETENTION AREA

EXISTING FDOT PARKING LOT

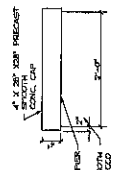
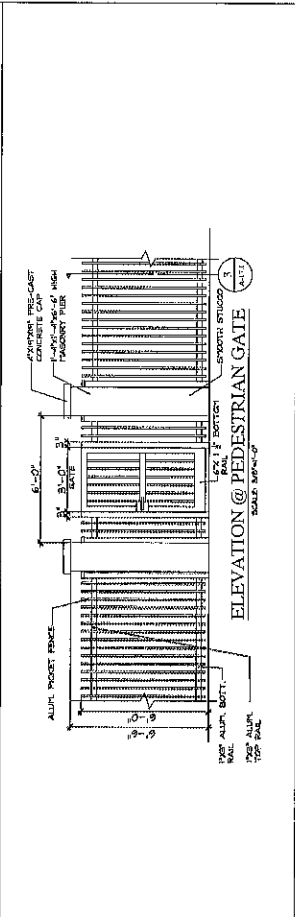
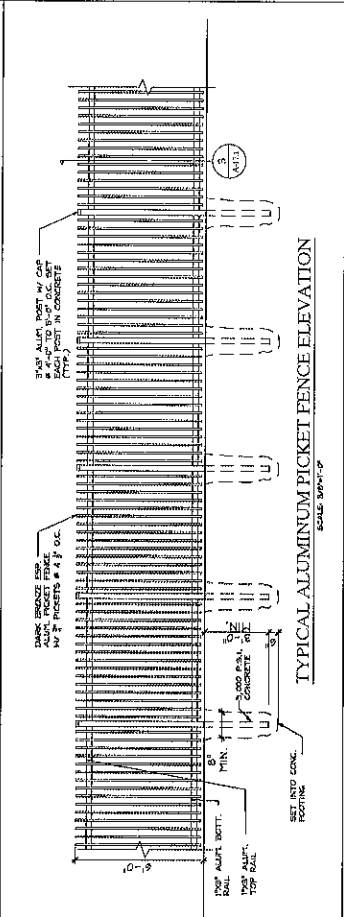
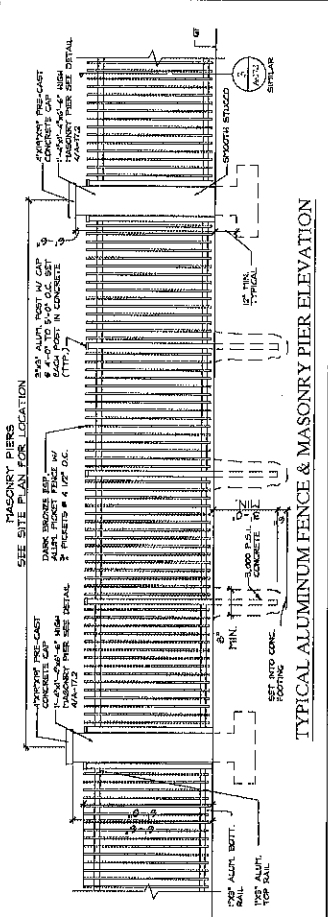
N. 29TH AVE.

PLAN @ PROPOSED IMPROVEMENT IN F.D.O.T. PERMIT AREA

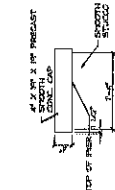
SCALE 1/8"=1'-0"

CONSTRUCTION:	12/15/14
DATE:	12/15/14
PROJECT:	SHERIDAN STATION
CLIENT:	WEST OF JAY
LOCATION:	WEST OF JAY AND SHERIDAN STREET
DEVELOPMENT CO.:	RAM DEVELOPMENT CO.
ARCHITECT:	ROGER ERY ASSOCIATES & ASSOCIATES ARCHITECTS, P.A.
ENGINEER:	ROGER ERY ASSOCIATES & ASSOCIATES ARCHITECTS, P.A.
ADDRESS:	2791 HILD AVENUE SUITE 100 GAITHERSBURG, MD 20878
PHONE:	301.279.3113
EMAIL:	rye@permy.com
DATE:	04/27/15
SHEET NUMBER:	FDOT - 03

DETAIL 1	DETAIL 2	DETAIL 3	DETAIL 4	DETAIL 5	DETAIL 6	DETAIL 7

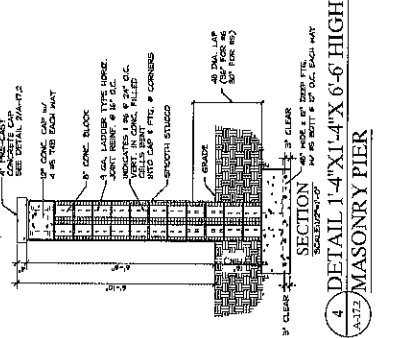
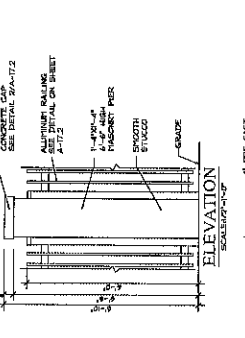
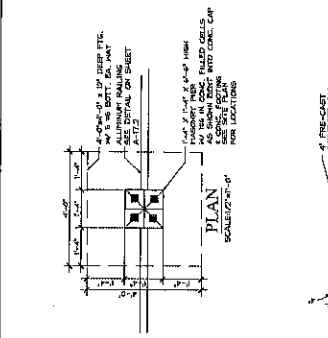


3 DETAIL @ FLAT PIER CAP @ 2-0" X 2-0" PIERS



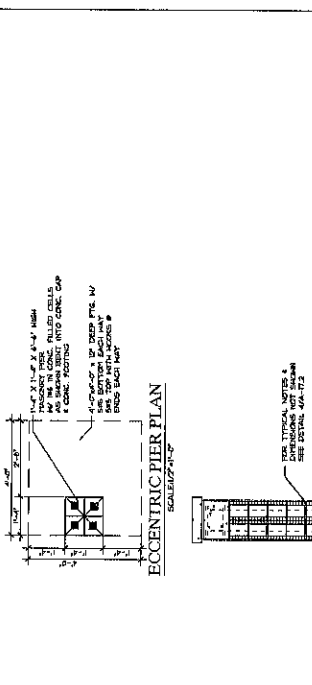
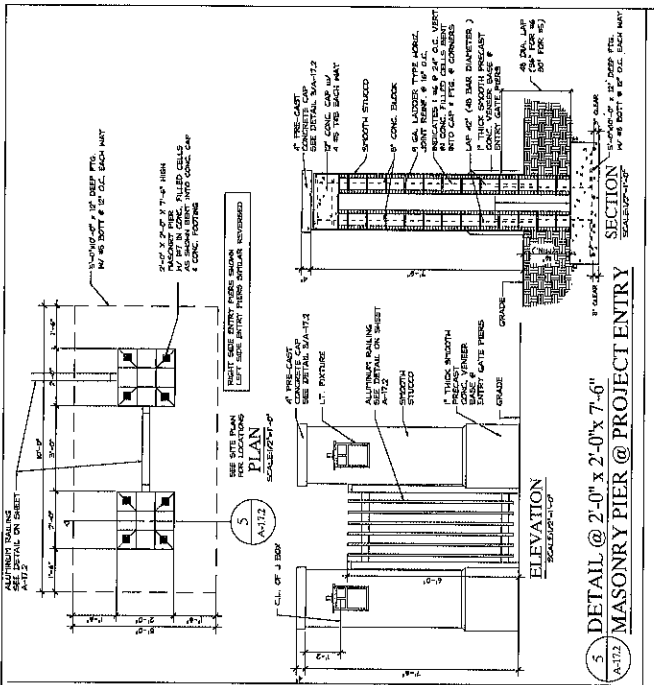
2 DETAIL @ FLAT PIER CAP @ 1-4" X 1-4" PIERS

1 NOT USED



NOTE: ALL ALUMINUM FENCES & GATES TO HAVE DARK BRONZE BSP FINISH & THE USE OF Pickets. ALL JOINTS SMOOTH. SUBMIT SHOP DRAWINGS FOR ARCHITECT REVIEW & APPROVAL.

4 DETAIL 1-4" X 1-4" X 6-6" HIGH MASONRY PIER



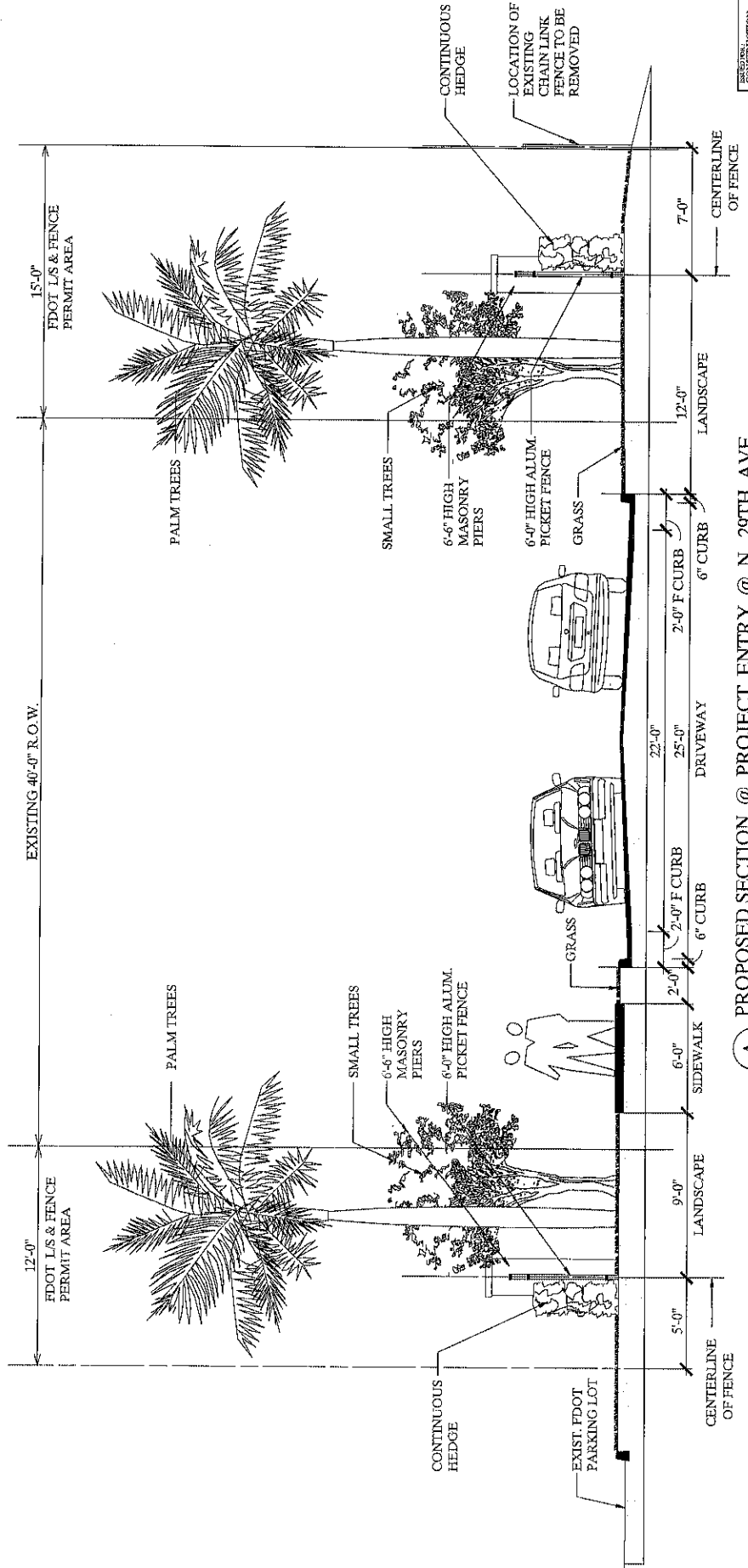
UNIFORM NUMBER	22054
SECTION	22054
DATE	12/15/14
PROJECT	SHERIDAN STATION

WEST OF 555
BETWEEN 14TH AND
DEVELOPMENT CO.
RAM
ROGER FRY
& ASSOCIATES
ARCHITECTS, P.A.
ROGER FRY ARCHITECT
2781 BRADY AVENUE
COONALTY GROVE, FL 33138
TEL: 305-466-7867
WWW.RFAA.COM

DATE	04/21/15
SHEET NUMBER	FDOT - 04

6 DETAIL 1-4" X 1-4" X 6-6" HIGH ECCENTRIC MASONRY PIER





(A) PROPOSED SECTION @ PROJECT ENTRY @ N. 29TH AVE.
SHERIDAN STATION

DESIGNED BY:	CONSTRUCTION:
REVISED BY:	DATE:
PERMIT NO.:	DATE:
SHERIDAN STATION	
BETWEEN 1/4 MILE AND SHERIDAN STREET	
RAM DEVELOPMENT CO.	
ROGER FRY & ASSOCIATES ARCHITECTS, P.A.	
7200 POND AVENUE COCOA BEACH, FL 32931 TEL. 305-446-7387 rfa@rogerfray.com	
DATE:	SHEET NUMBER:
04/27/15	FDOJ - 05

Sheridan Station A Transit Oriented Development Hollywood, Florida

REVISIONS	
1	REVISED TO REFLECT COMMENTS FROM FDOT
2	REVISED TO REFLECT COMMENTS FROM FDOT
3	REVISED TO REFLECT COMMENTS FROM FDOT
4	REVISED TO REFLECT COMMENTS FROM FDOT
5	REVISED TO REFLECT COMMENTS FROM FDOT
6	REVISED TO REFLECT COMMENTS FROM FDOT
7	REVISED TO REFLECT COMMENTS FROM FDOT
8	REVISED TO REFLECT COMMENTS FROM FDOT
9	REVISED TO REFLECT COMMENTS FROM FDOT
10	REVISED TO REFLECT COMMENTS FROM FDOT

General Notes:

- The City of Hollywood requires a 10-foot wide easement on the centerline of the roadway for utility lines. The easement shall be shown on the plan and shall be maintained by the property owner.
- At all times, the contractor shall maintain a minimum 10-foot clearance from all overhead utility lines. The clearance shall be maintained at all times during the construction process.
- Obstructions shall be removed prior to the start of construction. The contractor shall be responsible for the removal of all obstructions.
- The contractor shall be responsible for the installation of all necessary utility lines and shall provide a detailed schedule of construction activities.
- The contractor shall be responsible for the installation of all necessary signage and shall provide a detailed schedule of construction activities.
- The contractor shall be responsible for the installation of all necessary lighting and shall provide a detailed schedule of construction activities.
- The contractor shall be responsible for the installation of all necessary drainage and shall provide a detailed schedule of construction activities.
- The contractor shall be responsible for the installation of all necessary landscaping and shall provide a detailed schedule of construction activities.
- The contractor shall be responsible for the installation of all necessary security and shall provide a detailed schedule of construction activities.
- The contractor shall be responsible for the installation of all necessary fire protection and shall provide a detailed schedule of construction activities.

Additional Notes:

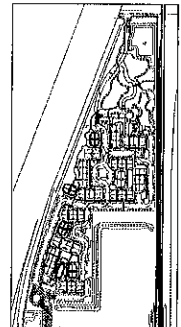
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UTILITIES TO BE INSTALLED AND SHALL MAINTAIN CLEARANCE AT ALL TIMES DURING CONSTRUCTION.
- NO EXISTING TREES TO BE REMOVED UNLESS NECESSARY FOR THE PROPOSED DEVELOPMENT.
- ALL PLANTING TO BE DONE ON F.D.O.T. RIGHT OF WAY AND SHALL BE INSTALLED BY THE CONTRACTOR.
- CONTRACTOR SHALL MAINTAIN CLEARANCE AT ALL TIMES DURING CONSTRUCTION.
- CONTRACTOR SHALL MAINTAIN CLEARANCE AT ALL TIMES DURING CONSTRUCTION.

Plant List	Quantity	Notes
1. Palm Tree	100	10' x 12'
2. Hibiscus	50	6" x 6"
3. Bougainvillea	20	6" x 6"
4. Bird of Paradise	10	6" x 6"
5. Bird of Paradise	10	6" x 6"
6. Bird of Paradise	10	6" x 6"
7. Bird of Paradise	10	6" x 6"
8. Bird of Paradise	10	6" x 6"
9. Bird of Paradise	10	6" x 6"
10. Bird of Paradise	10	6" x 6"

AK

ALEX KNIGHT
LANDSCAPE ARCHITECTURE
11515 W. 15th Street
Pensacola, FL 32504
Tel: 904.437.1234
Fax: 904.437.1235
www.alexknight.com

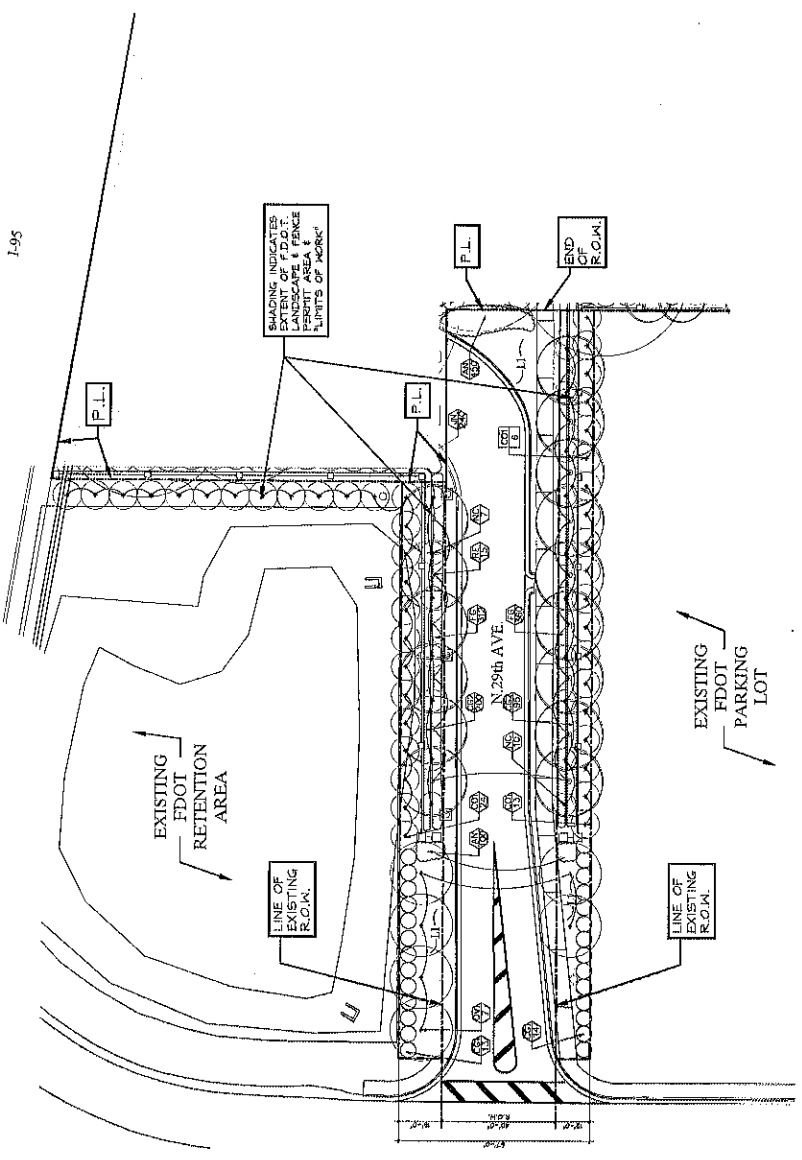
DATE: 12-14-2014
SCALE: 1" = 20'



TREE LEGEND

- Circle with 'P': Palm Tree
- Circle with 'H': Hibiscus
- Circle with 'B': Bougainvillea
- Circle with 'BP': Bird of Paradise

PLANTING PLAN @ F.D.O.T. PERMIT AREA



1-95

ADDITIONAL IRRIGATION NOTES

1. CONTRACTOR SHALL KEEP ALL IRRIGATION PROPERTY, DURING CONSTRUCTION, IN FULL OPERATION AT HIS SOLE EXPENSE.
2. VALVES ARE DRAWN AS SHOWN ON THIS DIAGRAM. ONLY THE VALVES SHOWN ON THIS DIAGRAM SHALL BE PLACED IN THE LANDSCAPE AREAS.

IRRIGATION NOTES

1. CONTRACTOR SHALL PROVIDE MAIN AND SCHEDULE VALVES AND SCHEDULE VALVES SHALL BE PROVIDED WITH A 1/2" NPT CONNECTION TO THE IRRIGATION SYSTEM. CONTRACTOR SHALL PROVIDE A 1/2" NPT CONNECTION TO THE IRRIGATION SYSTEM FOR EACH VALVE.
2. CONTRACTOR SHALL PROVIDE A 1/2" NPT CONNECTION TO THE IRRIGATION SYSTEM FOR EACH VALVE.
3. CONTRACTOR SHALL PROVIDE A 1/2" NPT CONNECTION TO THE IRRIGATION SYSTEM FOR EACH VALVE.
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6. CONTRACTOR SHALL PROVIDE A 1/2" NPT CONNECTION TO THE IRRIGATION SYSTEM FOR EACH VALVE.
7. CONTRACTOR SHALL PROVIDE A 1/2" NPT CONNECTION TO THE IRRIGATION SYSTEM FOR EACH VALVE.
8. CONTRACTOR SHALL PROVIDE A 1/2" NPT CONNECTION TO THE IRRIGATION SYSTEM FOR EACH VALVE.
9. CONTRACTOR SHALL PROVIDE A 1/2" NPT CONNECTION TO THE IRRIGATION SYSTEM FOR EACH VALVE.
10. CONTRACTOR SHALL PROVIDE A 1/2" NPT CONNECTION TO THE IRRIGATION SYSTEM FOR EACH VALVE.

IRRIGATION LEGEND

- 1. 4" MAIN LINE
- 2. 2" SUB-MAIN
- 3. 1/2" VALVE
- 4. 1/2" NPT CONNECTION
- 5. 1/2" NPT CONNECTION
- 6. 1/2" NPT CONNECTION
- 7. 1/2" NPT CONNECTION
- 8. 1/2" NPT CONNECTION
- 9. 1/2" NPT CONNECTION
- 10. 1/2" NPT CONNECTION
- 11. 1/2" NPT CONNECTION
- 12. 1/2" NPT CONNECTION
- 13. 1/2" NPT CONNECTION
- 14. 1/2" NPT CONNECTION
- 15. 1/2" NPT CONNECTION
- 16. 1/2" NPT CONNECTION
- 17. 1/2" NPT CONNECTION
- 18. 1/2" NPT CONNECTION
- 19. 1/2" NPT CONNECTION
- 20. 1/2" NPT CONNECTION

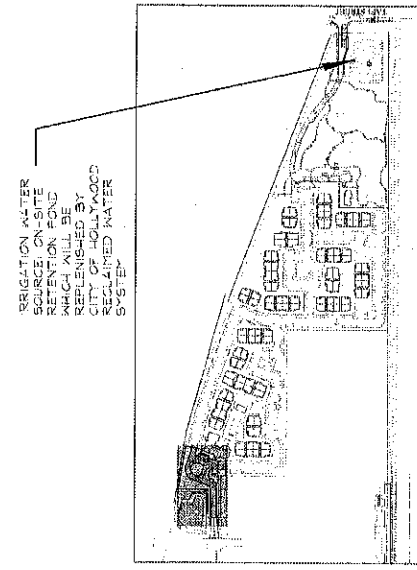
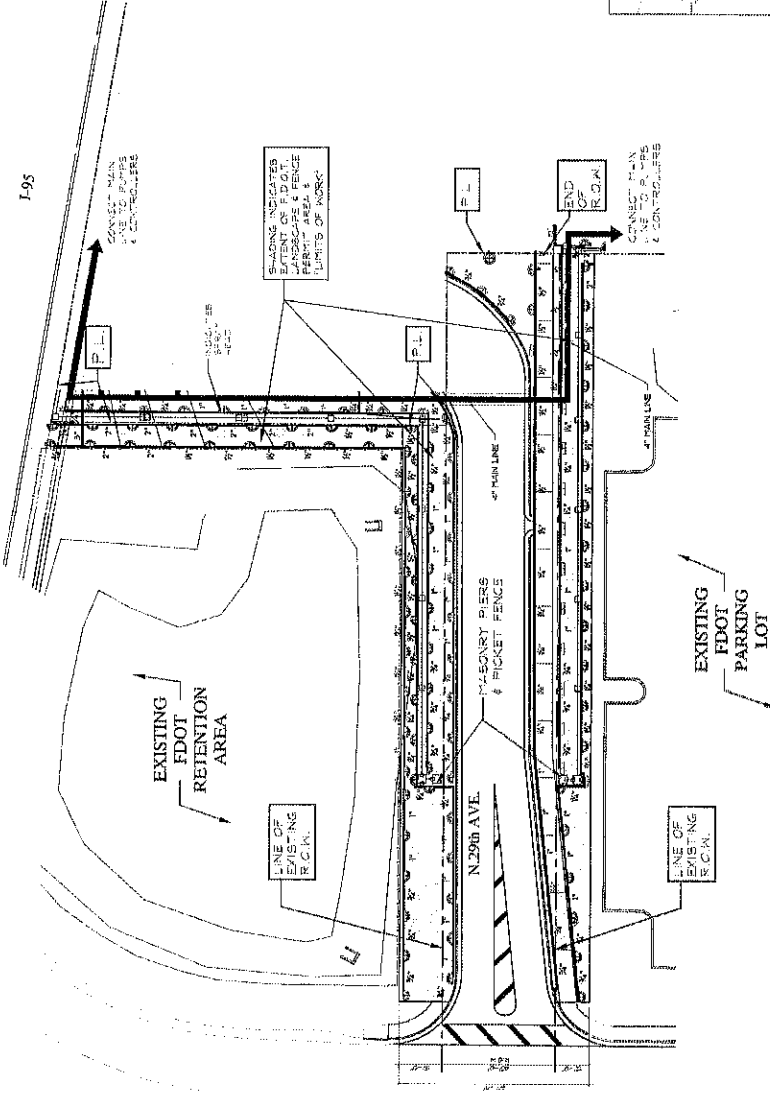
Sheridan Station A Transit Oriented Development Hollywood, Florida

SEAL

AK

ALEX KNIGHT
LANDSCAPE ARCHITECTURE
11111 N.W. 22nd Ave.
Suite 100
Hollywood, FL 33021
Tel: 954-961-1111
Fax: 954-961-1112
www.alexknight.com

DRAWING NO. LA-21
SCALE: 1" = 20'
DATE: 11/15/11
PROJECT: Sheridan Station
SHEET NO. 1 OF 1



KEY PLAN

IRRIGATION PLAN @ F.D.O.T. PERMIT AREA

**FLORIDA BUILDING CODE - APPENDIX F
PART V-4-B
MINIMUM PIPE SIZES**

PIPE SIZE (INCHES)	DEPTH OF COVER (INCHES)	MINIMUM PIPE SIZE (INCHES)
1/2"	12"	1/2"
3/4"	18"	3/4"
1"	24"	1"
1 1/4"	30"	1 1/4"
1 1/2"	36"	1 1/2"
2"	48"	2"
3"	72"	3"
4"	96"	4"
6"	144"	6"

MINIMUM PIPE SIZE SHALL BE 1/2" FOR ALL OTHER SIZES.

PIPE SIZE SCHEDULE

PIPE SIZE (INCHES)	DEPTH OF COVER (INCHES)	MINIMUM PIPE SIZE (INCHES)
1/2"	12"	1/2"
3/4"	18"	3/4"
1"	24"	1"
1 1/4"	30"	1 1/4"
1 1/2"	36"	1 1/2"
2"	48"	2"
3"	72"	3"
4"	96"	4"
6"	144"	6"

SECTION No.(s): 86230
S.R. No.(s): 822
PERMIT No: 2015-L-491-0010
COUNTY: Broward

EXHIBIT C

MAINTENANCE PLAN FOR LANDSCAPE IMPROVEMENTS

This Exhibit forma an integral part of the DISTRICT FOUR (4) LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the state of Florida Department of Transportation and the AGENCY.

MAINTENANCE PLAN

Landscape Improvements

Project State Road No(s): 822 (Sheridan Street) from (M.P. 2.650) to 262 feet north
PERMIT (s): 2015-L-491-0010
Maintaining Agency: City of Hollywood
RLA of Record: George Alex Knight, ASLA
Date: September 28, 2015

I. GENERAL MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS:

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 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 Design Standards, FDOT Plans Preparation Manual Vol. 1, Chapter 2.11* 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 describes general maintenance requirements and recommendations. **The concluding section provides recommendations prepared by the Registered Landscape Architect of Record specific to the attached approved plans.**

WATERING REQUIREMENTS

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

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

IRRIGATION SYSTEM

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

INTEGRATED PLANT MANAGEMENT

An assessment of each planting area's soil is recommended to periodically determine the nutrient levels needed to sustain healthy, vigorous plant growth.

Palms, shrubs, trees and turf areas shall be fertilized in such a manner and frequency to ensure that the plant material remains healthy and vigorously growing. Please be alert to changes in fertilization types per University of Florida, Institute of Food and Agricultural Services (I.F.A.S.) recommendations. Establishment of an integrated pest management program is encouraged to ensure healthy plants, which are free of disease and pests.

MULCHING

Mulch planting beds in such a manner as 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. Avoid mulch mounded up on the trunks of trees, palms, and the base of shrubs to encourage air movement in this area which aids in lowering disease susceptibility. Cypress mulch is prohibited on state right of way.

PRUNING

All pruning, and the associated safety criteria, shall be performed according to American National Standard Institute (ANSI) A300 standards and shall be supervised by an International Society of Arboriculture (ISA) Certified Arborist. Pruning shall be carried out with the health and natural growth of plant materials in mind, to specific pruning heights 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 specific pruning heights are determined by understanding the designer's intent when selecting and placing the plants. The intended mature maintained height and spread of plants are noted on the plans (See Exhibit B.) and see Part II. Specific Requirements and Recommendations for guidelines. The understory plant materials selected for use within the restricted planting areas (Limits of Clear Sight) are to be maintained at a height in compliance with *FDOT Design Standards* Index 546; Page 6 of 6, Window Detail. Vertical tree heights must meet *FDOT Maintenance Rating Program* (MRP) standards.

STAKING AND GUYING

All staking materials, except for replacements, are to be removed by the completion of FDOT warranty period or at one year (whichever comes first). Any subsequent staking and guying activities by the Agency must adhere to *FDOT Design Standards* guidelines (See Index 544). The Agency shall closely monitor staking and guying attachment materials so that they are securely fastened to avoid potential roadway hazards.

TURF MOWING:

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

LITTER CONTROL:

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

WEEDING/HERBICIDE

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

PLANT REPLACEMENT

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

HARDSCAPE (SPECIALTY SURFACING)

All tree grates and specialty surfacing (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the pavers and tree grates. 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 specialty surfacing or tree grates become damaged, they shall be replaced with the same type and specification as the approved plan.

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*.

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 (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.

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)

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.

II. SPECIFIC PROJECT SITE MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS

The N 29th Ave FDOT permit area is the main entrance corridor to the Sheridan Station residential project. The proposed landscape improvements include a signature design scheme that provides both curb appeal and a front door for the project.

The design intent combines both hardscape and landscape features providing for a balanced formal look. Hardscape features include masonry pier columns, decorative aluminum fencing, accent & street lighting and concrete pavers. Landscape materials are presented in a formal layered look which includes tall specimen palms, low shrubs, medium height hedging, flowering accent trees, tall screening trees and seasonal color at the project entrance.

As one enters into the main entrance, a view corridor has been created with Tall specimen Royal palm trees and attention is focused on the project sign wall at the South end of the entry drive. Screening trees are located on both the East & West of the decorative fencing that eliminates undesirable views of the I-95 sound wall on the East and screening of the parking areas to the West.

It is recommended that all hedge and shrub material maintain a clipped formal pattern and seasonal annuals should be replaced at least 3 times a year.

REFERENCES

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*

<http://www.freshfromflorida.com/Divisions-Offices/Plant-Industry/Bureaus-and-Services/Bureau-of-Plant-and-Apiary-Inspection/Plant-Inspection#pubs>

Florida Department of Community Affairs (DCA), *Florida Board of Building Codes & Standards, 2010 Florida Building Code, Chapter 11 Florida Accessibility Code for Building Construction Part A*

http://www2.iccsafe.org/states/florida_codes/

Florida Department of Transportation, *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 544 Landscape Installation*

<http://www.dot.state.fl.us/rddesign/DS/15/IDx/00544.pdf>

Florida Department of Transportation, *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 546 Sight Distance at Intersections*

<http://www.dot.state.fl.us/rddesign/DS/15/IDx/00546.pdf>

Florida Department of Transportation, *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 600 Traffic Control through Work Zones*

<http://www.dot.state.fl.us/rddesign/DS/15/IDx/00600.pdf>

Florida Department of Transportation, *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 700 Roadside Offsets*

<http://www.dot.state.fl.us/rddesign/DS/15/IDx/00700.pdf>

Florida Department of Transportation, *FDOT Plans Preparation Manual (PPM) Vol. I Chapter 2.11 Lateral Offset*

Table 2.11.5 Lateral Offset Clearance to Trees

Table 2.11.11 Recoverable Terrain

<http://www.dot.state.fl.us/rddesign/PPMManual/2014PPM.shtm>

Florida Department of Transportation, *FDOT Standard Specifications for Road and Bridge Construction, Section 580 Landscape Installation*

<http://www.dot.state.fl.us/specificationsoffice/Maintenance/Jul14/Files/SS5800000.doc>

<http://www.dot.state.fl.us/specificationsoffice/Implemented/Workbooks/JulWorkbook2014/Files/S P5800000FA.pdf>

Florida 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

A Guide to Roadside Vegetation Management

[http://www.dot.state.fl.us/statemaintenanceoffice/DOT%20Final%20\(3\)Turf%20Management%20Guide%20UF.pdf](http://www.dot.state.fl.us/statemaintenanceoffice/DOT%20Final%20(3)Turf%20Management%20Guide%20UF.pdf)

Interlocking Concrete Pavement Institute (ICPI)

<http://www.icpi.org/>

International Society of Arboriculture (ISA)

www.isa-arbor.com

UF IFAS: *Selecting Tropical and Subtropical Tree Species for Wind Resistance*

<http://edis.ifas.ufl.edu/pdf/FR/FR17500.pdf>

UF IFAS: *Fertilization of Field-grown and Landscape Palms in Florida*

<http://edis.ifas.ufl.edu/ep261>

U.S. Department of Transportation, Federal Highway Administration, *Manual on Uniform Traffic Control Devices*

<http://www.mutcd.fhwa.dot.gov>