MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into this	day of	, 202 ,
by and between the CITY OF HOLLYWOOD, a municipal	corporation	located in
Broward County, Florida and organized and existing under the law	s of Florida,	hereinafter
referred to as "City," having an address of 2600 Hollywood 1	Boulevard, I	Hollywood,
Florida 33022, and BLOCK 40, LLC, its successors and assigns, h	ereinafter re	ferred to as
"Developer," having an address of 1776 Polk Street, Suite 200, Ho	llywood, Flo	rida 33020.

WITNESSETH:

WHEREAS, Developer owns or controls certain property located in the City of Hollywood, Broward County, Florida as shown and described on <u>Exhibit "A"</u> 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 adjacent to the Property along State Road 5/South Young Circle/Federal Highway US 1, according to the terms and conditions as set forth herein; and

WHEREAS, the landscape and irrigation improvements adjacent to the Property along State Road 5/South Young Circle/Federal Highway US 1 are more specifically described in that certain "District Four (4) Amendment Number Eleven (11) to State of Florida Department of Transportation Landscape Inclusive Memorandum of Agreement" (the "Improvements") referencing Permit No. 2019-L-491-00015, hereinafter referred to as the "MMOA Eleventh Amendment:" and

WHEREAS, the City as a party to the MMOA Eleventh 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 Eleventh 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 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, unless otherwise terminated or modified pursuant to Paragraphs 5 and/or 10, in accordance with the requirements of the MMOA Eleventh 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 landscape improvements along the Property's frontage on State Road 5/South Young Circle/Federal Highway US 1 within the area illustrated in the MMOA Eleventh Amendment; and
- b) Those landscape improvements beginning at State Road 5/South Young Circle/Federal Highway US 1 Mile Post 0.128 to Mile Post 0.193 which is more specifically described under State of Florida Department of Transportation Permit #2019-L-491-00015.
- 3. The Developer agrees to maintain such landscaping improvements 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 Eleventh 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 Eleventh 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 reasonable 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 reasonable 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 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 Developer's negligent performance of the work under this Agreement, or Developer's failure to maintain the 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 APPROVED AS TO FORM & LEGAL SUFFICIENCY for the use and reliance of the City of Hollywood, Florida, only.	BY:
CITY ATTORNEY	eveloper
Signature DIMITRIS PAPAIRONOMOM Print Name Signature Jon Richardson Print Name STATE OF Florida COUNTY OF Broward	Block 40, LLC BY: ON THE CHARGE RASCET IT TITLE: MANAGE PRINT NAME: CHARGE RASCET RASC
The foregoing instrument was acknowledged 2021, by haves Abelas Manager of Manager of Joselyn Ortman My Commission GG 280215 Expires 03/17/2023 My commission expires:	NOTARY PUBLIC Print:
Joselyn Ortman My Commission GG 280215 Expires 03/17/2023 My commission expires:	Print: Oselyn Otman

EXHIBIT "A"

DESCRIPTION OF THE "PROPERTY"

HOLLYWOOD 1-21 B ALL OF BLK 40 AS DESC IN INSTR # 117052285 of the Public Records of Broward County, Florida. Said land lying in the City of Hollywood, Broward County, Florida.

EXHIBIT "B"

LOCATION OF 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 BLOCK 40 PROJECT" LISTED BELOW AND ATTACHED HERETO:

FOR STATE ROAD 5 / SOUTH YOUNG CIRCLE / FEDERAL HIGHWAY US 1:

FLORIDA DEPARTMENT OF TRANSPORTATION PERMIT #2019-L-491-00015

PLANS PREPARED BY:

SCOTT C. HEYNEN, RLA

LANDSCAPE ARCHITECTURE AND LAND PLANNING

DATED: OCTOBER 25, 2019

REVISED NOVEMBER 21, 2019 AND FEBRUARY 18, 2020

SHEETS: T-1

P-1

IR-1 to IR-3

L-1

LT-1

SECTION No.(s):

86010500

S.R. No.(s): PERMIT No: 5

2019-L-491-00015

COUNTY:

Broward

DISTRICT FOUR (4) AMENDMENT NUMBER ELEVEN (11) TO STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LANDSCAPE INCLUSIVE MEMORANDUM OF AGREEMENT

THIS AMENDMENT	Number Eleven (11) t	o the Agreement	dated Februar	y 26, 2013 made
and entered into this	day of	20	by and betv	veen the State of
Florida Department of T				
HOLLYWOOD, a munici	ipal subdivision of the	State of Florida, h	ereinafter calle	d the AGENCY.

WITHNESSETH

WHEREAS, the parties entered into the Landscape Inclusive Maintenance of Agreement dated, February 26, 2013 for the purpose of maintaining the landscape improvements by the AGENCY on various roads including State Road 5; and,

WHEREAS, the DEPARTMENT and the AGENCY have agreed to add additional landscape to be installed by permit within the City of Hollywood on SR5/South Young Circle/Federal Hwy US1 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:

- The original Agreement dated February 26, 2013: The DEPARTMENT will allow an AGENCY to construct additional landscape improvements or to modify an improvement located as indicated in Exhibit "A", SR5/South Young Circle/Federal Hwy US1 from SR5 (M.P. 0.128) to SR5 (M.P. 0.193), in accordance with the plans attached as Exhibit "B".
- The AGENCY shall agree to maintain the additional landscape improvements in the Agreement described above according to Section II of Exhibit "E" Maintenance Plan of the original agreement and as follows:

II. SPECIFIC PROJECT SITE MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS:

Canopy Trees are intended to be maintained at mature height and spread.

Remove suckering growth from base and clear trunk areas of single and multi-trunked trees on a quarterly basis.

To maintain the intended appearance of all palms, apply the latest palm fertilizer recommended by the University of Florida IFAS Extension per the manufacturer's specifications.

To maintain the intended appearance of all shrubs or turf grass, apply the latest fertilizer recommended by the University of Florida IFAS Extension per the manufacturer's specifications.

Groundcover and shrub horizontal growth shall be maintained to prevent foliage from growing beyond the limits of the planting areas shown on the plan. Maintain a 4" setback from the foliage to the edge of curb, pavement, sidewalk and/or other hardscape improvements.

Maintain the vertical height of:

Conocarpus erectus between 24" and 30", full to ground.

Inspect groundcovers and shrubs on a monthly basis for maintaining full ground coverage.

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

Concrete pavers shall be inspected on a monthly basis for the aesthetic appearance and safety conditions. Address any issues identified by repairing or replacing those specific locations. To maintain the overall aesthetic appearance and safety of the concrete pavers they shall be cleaned on a twice-yearly basis to prevent mold, dirt, oil, and gum build up. Joints and cracks in concrete, patterned concrete or asphalt, concrete pavers, concrete curbs, expansion joints, catch basins, gutter areas, etc. shall be inspected on a monthly basis to keep those areas free of weeds.

Inspect the irrigation system performance on a monthly basis to ensure the system is providing 100% coverage, does not have sections of low pressure, heads and valves are clean and clear of debris and any damaged irrigation components (i.e., spray nozzles, spray heads, valve boxes, etc.) are repaired or replaced.

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 and Maintenance Boundaries

Exhibit B - Landscape Improvement Plans

	In Witness whereo	of, the parties hereto have executed with this Amendment e	ffective
the	day	_ year written and approved.	
CITY C	F HOLLYWOOD		
Ву:	Chairperson/Mayor/	O'L Manager	
	Chairperson/Mayor/	City Manager	
Attest:	Clerk	(SEAL)	
	Cierk		
Legal F	Review	Date	
	OF FLORIDA	DODIATION	
DEPAR	RTMENT OF TRANS	PORTATION	
By:			
Tra	ansportation Develop	ment Director	
Attest:		(SEAL)	
	Executive Secretary		
Legal R	Review	Date	
Office o	of the General Couns	eel	

SECTION No.(s):

86010500

S.R. No.(s):

S.R. No.(s): 5
PERMIT No: 2019-L-491-00015
COUNTY: Broward

EXHIBIT A

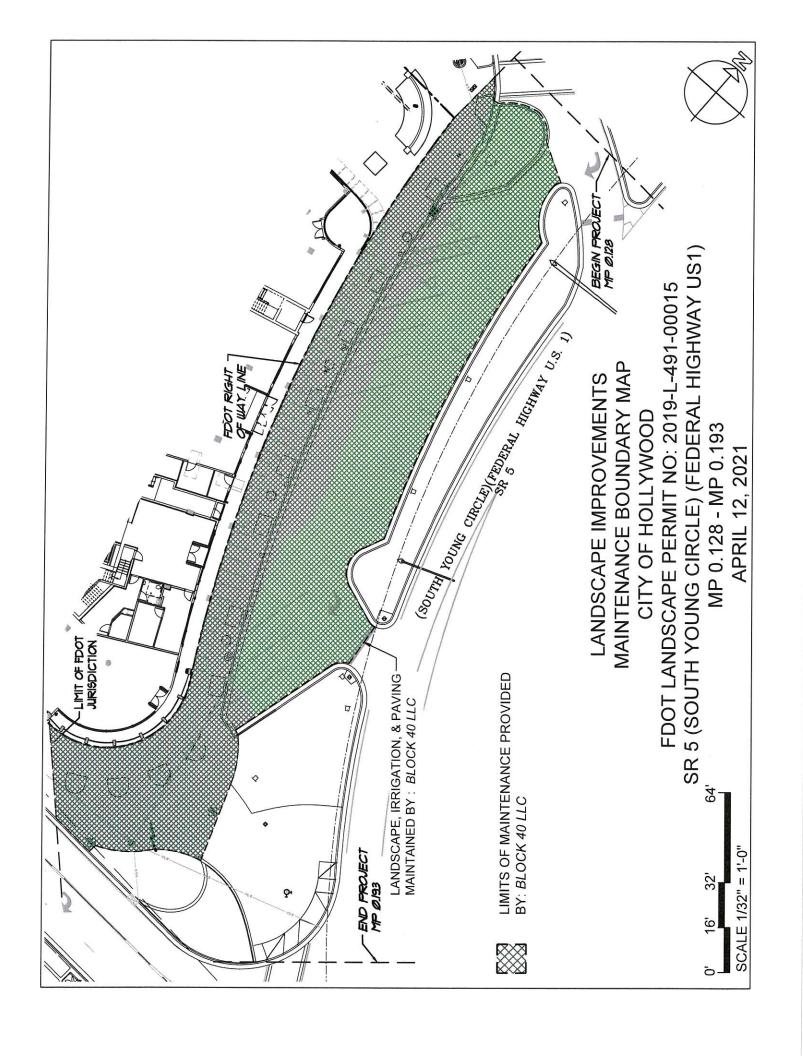
LANDSCAPE IMPROVEMENTS AND MAINTENANCE BOUNDARIES

INCLUSIVE LIMITS OF MAINTENANCE ON STATE ROAD 5 1.

State Road 5 from Young Circle (North Side) MP 0.000 to Young Circle (South Side) MP 0.248

PERMIT LANDSCAPE MAINTENANCE LIMITS: 11.

> SR5 (South Young Circle/Federal Hwy/US1) from SR5 (M.P. 0.128) to SR5 (M.P. 0.193). See Attached Map.



SECTION No.(s): 86010500

S.R. No.(s):

PERMIT No: 2019-L-491-00015

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: Scott C. Heynen, RLA

Landscape Architecture and Land Planning

Dated: October 25, 2019 and

Revised 11/21/2019 and 2/18/2020

Sheets T-1 P-1

IR-1 to IR-3

L-1 LT-1 | SITE : EXISTING TREE DISPOSITION PLAN & SCHEDULE / NOTES, DETAILS & SPECS.

SHEET: T-1

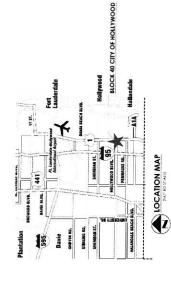
FDOT: LANDSCAPE PERMIT COVER 1828 HOLLYWOOD BLVD., HOLLYWOOD, FL BFOCK 40

AIST REVIEW 11/21/19
NO. REVISION DATE
DATE 25 OCT, 2019
DRAWN BY: 3CH

C COPYRIGHT SCOTT C. HEWEN R.A. SHEET

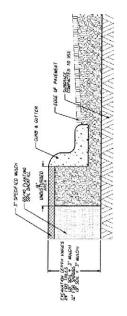
COVER

SHEET: LT-1 | LEVEL 1 SITE: LIGHTING PLAN & SCHEDULE | GROUND LEVEL 1 SITE : PLANTING PLAN SHEET: IR-1 | LEVEL 1 NORTH : IRRIGATION PLAN SHEET: IR-2 | LEVEL 1 SOUTH : IRRIGATION PLAN SITE : IRRIGATION SPECS., DETAILS SHEET: L-1 | LEVEL 1 SITE: HARDSCAPE PLAN SHEET: IR-3 SHEET: P-1



SR 5 POSTED SPEED LIMIT (Prior to entering the Circle) = 25 MPH SR 5 : "DESIGN SPEED = 40 MPH

FDOT CURB SIDE PLANTING DETAIL (NTS)



FDOT GENERAL NOTES

FDOT PLANTING NOTES

Mulch (containing no Cypress products)

