CITY OF MIRAMAR PROPOSED CITY COMMISSION AGENDA ITEM

Meeting Date: September 3, 2025 Presenter's Name and Title: Marilyn Markwei, P.E., Senior Engineering Manager on behalf of Public Works Department Prepared By: Kristy Gilbert, MBA, Assistant Public Works Director Temp. Reso. Number: 8476 APPROVING LANDSCAPE **Item Description:** Temp. Reso. #R8476. Α MAINTENANCE MEMORANDUM OF AGREEMENT (MMOA) BETWEEN THE CITY OF MIRAMAR AND FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR STATE ROAD 823 (RED ROAD) WITH MANOR MIRAMAR, LLC., HAVING PERPETUAL LANDSCAPE MAINTENANCE RESPONSIBILITY FOR SAID LANDSCAPING ALONG STATE ROAD 823 (RED ROAD); AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT. (Senior Engineering Manager Marilyn Markwei). Consent ⊠ Resolution □ Ordinance □ Quasi-Judicial Public Hearing Instructions for the Office of the City Clerk: Kindly execute the agreement on the dais following commission approval. Public Notice - As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was _____; by the posting the property on provided as follows: on _____ in a __ ad in the and/or by sending mailed notice to property owners within ____ feet of the property on (fill in all that apply) Special Voting Requirement – As required by Sec. ___ __, of the City Code and/or Sec. __ _, Florida Statutes, approval of this item

REMARKS: No fiscal impact

Yes □

Content:

requires a

Fiscal Impact:

Agenda Item Memo from the City Manager to City Commission

No \boxtimes

- Resolution TR8476
 - Exhibit A: FDOT Landscape Maintenance Memorandum of Agreement

(unanimous, 4/5ths etc.) vote by the City Commission.

 Exhibit B: Manor Miramar, LLC Perpetual Maintenance and Hold Harmless Agreement



CITY OF MIRAMAR INTEROFFICE MEMORANDUM

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager

BY: Shana Coombs, Chief Operations Officer/Public Works Director

DATE: August 28, 2025

RE: Temp. Reso. No. 8476 approving a Landscape Maintenance Memorandum

of Agreement (MMOA) with Florida Department of Transportation (FDOT)

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 8476, approving a landscape Maintenance Memorandum of Agreement ("MMOA") between the City of Miramar and Florida Department of Transportation ("FDOT") for State Road 823 ("Red Road") with Manor Miramar, LLC having perpetual landscape maintenance responsibility for development along State Road 823 ("Red Road"); authorizing the City Manager to execute the agreement.

ISSUE: City Commission approval is required to authorize the City Manager to enter into a maintenance agreement with FDOT and a subsequent perpetual landscape maintenance agreement with Manor Miramar, LLC.

BACKGROUND: State Road 823 (Red Road) is an FDOT designated right-of-way. The City has in the past executed a maintenance memorandum of agreement with FDOT.

The City Commission on June 12, 2019, adopted Resolution No. 19-133, approving the purchase and sale agreement of the 3.742-acre Miramar Town Center Block 2 property. The agreement included the development of 27,500 to 32,500 square feet of ground floor retail space and up to 400 residential units on the property.

The construction of Town Center Block 2 named Manor Miramar project along Red Road is complete. Landscape enhancements along the west side of State Road 823 right-of-way were installed as part of the development, which now requires perpetual maintenance by Manor Miramar.

<u>DISCUSSION:</u> In order to permit the improvements to be constructed in the FDOT right-of-way of State Road 823, FDOT requires the City to enter into an agreement. Since State Road 823 (Red Road) is a state designated roadway and Manor Miramar is a private community, FDOT does not enter into maintenance agreements with private entities. Therefore, the City must enter into a MMOA with FDOT with the City requiring Manor Miramar, as the owner to assume all liability, obligations and responsibility for the perpetual maintenance of the landscape improvements. Manor Miramar agrees to indemnify and hold harmless the City from any and all liability under the MMOA.

ANALYSIS: No fiscal impact.

CITY OF MIRAMAR MIRAMAR, FLORIDA

R	ES	OL	_U	TIC	N	NO	

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING A LANDSCAPE MAINTENANCE MEMORANDUM OF **AGREEMENT** BETWEEN THE CITY OF MIRAMAR AND FLORIDA DEPARTMENT OF TRANSPORTATION FOR STATE ROAD 823 WITH MANOR MIRAMAR, LLC., HAVING PERPETUAL LANDSCAPE **MAINTENANCE** RESPONSIBILITY FOR SAID LANDSCAPING ALONG STATE ROAD 823; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND AN ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT WITH MANOR MIRAMAR, LLC; AND PROVIDING FOR AN **EFFECTIVE DATE.**

WHEREAS, State Road 823 ("Red Road") is an Florida Department of Transportation ("FDOT") designated right-of-way; and

WHEREAS, the City Commission on June 12, 2019, adopted Resolution No. 19-133, approving the purchase and sale agreement of the 3.742-acre Miramar Town Center Block 2 property; and

WHEREAS, the construction of Town Center Block 2 named Manor Miramar project along Red Road is complete; and

WHEREAS, landscape enhancements along the west side of State Road 823 right-of-way were installed, as part of the development, which requires perpetual maintenance by Manor Miramar; and

WHEREAS, in order to permit the improvements to be constructed in the FDOT right-of-way of State Road 823, FDOT requires the City to enter into an agreement for perpetual maintenance of said improvements; and

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WHEREAS, since State Road 823 ("Red Road") is a state designated roadway

and Manor Miramar is a private community, FDOT does not enter into maintenance

agreements with private entities; and

WHEREAS, the City must enter into a landscape Maintenance Memorandum of

Agreement ("MMOA") with FDOT with Manor Miramar, as the owner assuming all liability,

obligations and responsibility for the perpetual maintenance of the landscape

improvements; and

WHEREAS, Manor Miramar agrees to indemnify and hold harmless the City from

any and all liability under the MMOA and Assumption of Liability and Hold Harmless

Agreement; and

WHEREAS, the City Manager recommends that the City Commission approve the

Landscape Maintenance Memorandum of Agreement between the City of Miramar and

FDOT, attached hereto as Exhibit "A," with Manor Miramar, LLC having perpetual

landscape maintenance responsibility for State Road 823 ("Red Road") right-of-way,

attached hereto as Exhibit "A" to Exhibit "B:" and

WHEREAS, the City Commission deems it to be in the best interest of the citizens

and residents of the City of Miramar to approve the landscape MMOA between the City

of Miramar and FDOT with Manor Miramar, LLC having perpetual landscape maintenance

responsibility for State Road 823 ("Red Road") right-of-way.

Reso. No. _____

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NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF

MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as

being true and correct and are made a specific part of this Resolution.

Section 2: That the City Commission approves the landscape MMOA between

the City of Miramar and FDOT, attached hereto as Exhibit "A," with Manor Miramar, LLC

having perpetual landscape maintenance responsibility for State Road 823 ("Red Road")

right-of-way, attached hereto as Exhibit "A" to Exhibit "B."

Section 3: That the City Manager is authorized to execute the agreement with

FDOT in the form attached hereto as Exhibit "A" with Manor Miramar, LLC having

perpetual landscape maintenance responsibility for State Road 823 (Red Road) right-of-

way, attached hereto as Exhibit "B," and the Assumption of Liability and Hold Harmless

Agreement, attached hereto as Exhibit "B," together with such non-substantial changes

as are deemed appropriate by the City Manager and approved as to form and legal

sufficiency by the City Attorney.

Section 4: That the appropriate City officials are authorized to do all things

necessary and expedient in order to carry out the aims of this Resolution.

Section 5: That this Resolution shall take effect immediately upon adoption.

Reso. No. _____

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Temp. Reso. No. 8476 7/17/25 8/26/25

PASSED AND ADOPTED this	day of, _	
	Mayor, Wayne M. Messam	
	Vice Mayor, Yvette Colbourne	
ATTEST:		
City Clerk, Denise A. Gibbs	-	
I HEREBY CERTIFY that I have approve this RESOLUTION as to form:	ed	
City Attorney, Austin Pamies Norris Weeks Powell, PL	– LC	
	Requested by Administration Commissioner Maxwell B. Chambers Commissioner Avril Cherasard Vice Mayor Yvette Colbourne Commissioner Carson Edwards Mayor Wayne M. Messam	<u>Voted</u>

PERMIT: 2024-L-491-00020

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FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT 4 LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____2025, by and between the **DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the **DEPARTMENT** and the **CITY OF MIRAMAR**, a municipal corporation, existing under the Laws of Florida, hereinafter called the **AGENCY**.

WITNESSETH:

WHEREAS, the DEPARTMENT has jurisdiction over **STATE ROAD 823 (Red Road)** as part of the State Highway System; and

WHEREAS, as part of the continual updating of the State Highway System, the DEPARTMENT, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain the highway facility as described in **Exhibit "A"**, within the corporate limits of the AGENCY; and

WHEREAS, the AGENCY seeks to install by permit and maintain certain landscape improvements within the right of way of STATE ROAD 823 (Red Road) from M.P. (1.144) to M.P. (1.309) as described in Exhibits "A" and "B"; and

WHEREAS, the AGENCY is agreeable to maintaining those landscape improvements within the AGENCY'S limits, including plant materials, irrigation systems and/or hardscape (such as specialty surfacing, site furnishings, or other nonstandard items (if applicable), but excluding standard concrete sidewalk). The AGENCY agrees that such improvements shall be maintained by periodic mowing, fertilizing, weeding, litter pick-up, pruning, necessary replanting, irrigation repair and/or repair/replacement of the specialty surfacing, as needed; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the AGENCY, by Resolution No.______, dated ______, 2025, attached hereto as **Exhibit** "**D**" and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

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

1. The recitals set forth above are true and correct and are deemed incorporated herein.

2. INSTALLATION OF FACILITIES

The AGENCY shall install and agrees to maintain the *landscape improvements* described herein as: plant materials, irrigation and/or hardscape on the highway facilities substantially

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as specified in plans and specifications hereinafter referred to as the Project(s) and incorporated herein as **Exhibit "B"**. *Hardscape* shall mean, but not be limited to, any site amenities such as landscape accent lighting, bike racks, fountains, tree grates, decorative free-standing walls, and/or sidewalk, median and/or roadway specialty surfacing such as concrete pavers, stamped colored concrete and/or stamped colored asphalt (also known as patterned pavement).

- (a) All plant materials shall be installed and maintained in strict accordance with sound nursery practice prescribed by the International Society of Arboriculture (ISA). All plant materials installed shall be Florida #1 or better according to the most current edition of Florida Department of Agriculture, Florida Grades and Standards for Nursery Stock; and all trees shall meet Florida Power & Light, Right Tree, Right Place, South Florida.
- (b) Trees and palms within the right-of-way shall be installed and pruned to prevent encroachment to roadways, lateral offsets, and sidewalks. Definition of these criteria is included in the most current editions of FDOT standards for design, construction, maintenance, and utility operations on the state highway system and Exhibit "C", the Maintenance Plan.
- (c) Tree and palm pruning shall be supervised by properly trained personnel trained in tree pruning techniques and shall meet the most current standards set forth by the International Society of Arboriculture (ISA) and the American National Standard Institute (ANSI), Part A-300.
- (d) Irrigation installation and maintenance activities shall conform to the standards set forth by the Florida Irrigation Society (FIS) latest edition of FIS, Standards and Specifications for Turf and Landscape Irrigation Systems.
- (e) The AGENCY shall provide the FDOT Local Operation Center accurate as-built plans of the irrigation system so if in the future there is a need for the DEPARTMENT to perform work in the area, the system can be accommodated as much as possible. (See paragraph (g) for contact information.)
- (f) If it becomes necessary to provide utilities (water/electricity) to the median or side areas, it shall be the AGENCY'S responsibility to obtain a permit for such work through the local Operations Center (see paragraph (g) below) and the AGENCY shall be responsible for all associated fees for the installation and maintenance of these utilities.
- (g) The AGENCY shall provide the local FDOT Operation Center located at Broward Operations, 5548 NW 9th Avenue, Ft. Lauderdale, FL 33309 (954) 776-4300, a twenty-four (24) hour telephone number and the name of a responsible person that the DEPARTMENT may contact. The AGENCY shall notify the local maintenance office forty-eight (48) hours prior to the start of the landscape improvements.
- (h) All specialty surfacing shall be installed and maintained in strict accordance with the most current edition of the *Florida Accessibility Code for Building Construction* and the *Interlocking Concrete Pavement institute (ICPI)*.

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(i) All activities, including landscape improvements installation and future maintenance operations performed on State highway right of way, must be in conformity with the most current edition of the Manual on Uniform Traffic Control (MUTCD) and FDOT Standard Plans for Road Construction, 102-XXX series, Maintenance of Traffic.

- (j) The most current edition of FDOT Design Manual, Section 212.11 and Exhibits 212.4 through 212.7 regarding clear sight triangles at intersections must be adhered to.
- (k) Clear Zone Lateral Offset and as specified in the *FDOT Design Manual*, Chapter 215 must be adhered to.
- (I) Landscape improvements shall not obstruct roadside signs or permitted outdoor advertising signs, (see Florida Administrative Code [F.A.C.] Rule Chapter 14-10.)
- (m) If there is a need to restrict the normal flow of traffic, it shall be done on non-holiday, weekday, off-peak hours (9 AM to 3 PM), and the party performing such work shall give notice to the local law enforcement agency within whose jurisdiction such road is located prior to commencing work on the landscape improvements. The DEPARTMENT'S Public Information Officer (see telephone number in paragraph (g) for Operation Center) shall also be notified.
- (n) The AGENCY shall be responsible for ensuring no impacts to utilities will occur within the landscape improvement limits before construction commences.
- (o) The AGENCY shall follow the minimum level of maintenance guidelines as set forth in FDOT'S Rule Chapter 14-40 Highway Beautification and Landscape Management, in the FDOT Guide to Roadside Mowing and Maintenance Management System, and Exhibit "C", the Maintenance Plan for maintenance activities relating to landscape improvements.

3. MAINTENANCE OF FACILITIES

(a) The AGENCY agrees to maintain the landscape improvements, as existing and those to be installed, within the physical limits described in Exhibit "A" and as further described in Exhibit "B". The non-standard improvements within and outside the traveled way shall be maintained by the AGENCY regardless if the said improvement was made by the DEPARTMENT, the AGENCY, or others authorized pursuant to Section 7, by periodic mowing, pruning, fertilizing, weeding, curb and sidewalk edging, litter pickup, necessary replanting, irrigation system repair and/ or repair of any median concrete replacement associated with specialty surfacing (if applicable) following the DEPARTMENT'S landscape safety and maintenance guidelines, Exhibit "C", the Maintenance Plan. The AGENCY'S responsibility for maintenance shall include all landscaped, turfed and hardscape areas on the sidewalk or within the medians and areas outside the traveled way to the right of way and/or areas within the traveled way containing specialty surfacing. The AGENCY shall be responsible for all maintenance and repairs to FDOT sidewalks directly attributable to tree roots or other AGENCYmaintained improvements. It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway caused by the differential characteristics

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of non-standard traveled way surfacing and the header curb and concrete areas (if applicable) on DEPARTMENT right of way within the limits of this Agreement.

- (b) Such maintenance to be provided by the AGENCY is specifically set out as follows: to maintain, which means to properly water and fertilize all plant materials; to keep them as free as practicable from disease and harmful insects; to properly mulch the planting beds; to keep the premises free of weeds; to mow the turf to the proper height; to properly prune all plants which at a minimum includes: (1) removing dead or diseased parts of plants, (2) pruning such parts thereof to provide clear visibility to signage, permitted outdoor advertising signs per Florida Statute 479.106 and for those using the roadway and/or sidewalk; (3) preventing any other potential roadway hazards. Plant materials shall be those items which would be scientifically classified as plants and include trees, palms, shrubs, groundcover and turf. To maintain also means to remove or replace dead or diseased plant materials in their entirety, or to remove or replace those that fall below original project standards. Palms shall be kept fruit free year-round. To maintain also means to keep the header curbs that contain the specialty surfacing treatment in optimum condition. To maintain also means to keep the nonstandard hardscape areas clean, free from weeds and to repair said hardscape as is necessary to prevent a safety hazard. To maintain also means to keep litter removed from the median and areas outside the travel way to the right of way line. All plants removed for whatever reason shall be replaced by plants of the same species type, size, and grade as specified in the original plans and specifications. Any changes to the original plans shall be submitted by permit application to the DEPARTMENT for review and approval.
- (c) If it becomes necessary to provide utilities (water/electricity) to the medians or areas outside the traveled way to maintain these improvements, all costs associated with the utilities for the landscape improvements are the maintaining AGENCY'S responsibility, including but not limited to:
 - 1. The AGENCY shall be directly responsible for any impact and /or connection fee.
 - The AGENCY shall be responsible for the described ongoing utility costs upon final acceptance of the construction project by the DEPARTMENT and thereafter. The project is accepted prior to the start of the FDOT Specification 580 Contractor's Plant Establishment Period.
 - 3. The AGENCY shall be responsible for the maintenance of all landscape improvements after the completion of the FDOT Specification 580 Contractor's Plant Establishment Period.
- (d) The maintenance functions to be performed by the AGENCY may be subject to periodic inspections by the DEPARTMENT at the discretion of the DEPARTMENT. Such inspection findings will be shared with the AGENCY and shall be the basis of all decisions regarding repayment, reworking or agreement termination. The AGENCY shall not change or deviate from said plans without written approval of the DEPARTMENT.

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4. DEPARTMENT ACCESS TO FACILITIES

The DEPARTMENT will periodically need access to various features within the limits of this Agreement. Upon request of the DEPARTMENT, the AGENCY will have 14 calendar days to provide access to the items noted by the DEPARTMENT. This may require temporary or permanent removal of improvements such as hardscape, landscape or other items conflicting with the items to which the Department needs access.

Should the AGENCY fail to remove or relocate items as requested, the Department may:

- (a) Remove conflicting improvements or any portion thereof.
- (b) Restore the area with any material meeting Department standards.
- (c) Restore the improvements at the request and funding of the AGENCY.

5. NOTICE OF MAINTENANCE DEFICIENCIES

- (a) If at any time after the AGENCY has undertaken the landscape improvements installation and/or maintenance responsibility for the landscape improvements it shall come to the attention of the DEPARTMENT'S District Secretary that the limits, or a part thereof, are not properly maintained pursuant to the terms of this Agreement, said District Secretary, may at his/her option, issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the AGENCY, to place said AGENCY on notice thereof. Thereafter, the AGENCY shall have a period of thirty (30) calendar days in which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT may, at its option, proceed as follows:
 - 1. Maintain landscape improvements or any part thereof, with the DEPARTMENT or Contractor's personnel and invoice the AGENCY for expenses incurred; and/or
 - 2. At the discretion of the DEPARTMENT, terminate the Agreement in accordance with Paragraph 9 of this Agreement and remove, by the DEPARTMENT or Contractor's personnel, all of the landscape improvements installed under this Agreement or any preceding Agreements, except as to trees and palms, and charge the AGENCY the reasonable cost of such removal.
- (b) The AGENCY agrees to reimburse the DEPARTMENT all monies expended by the DEPARTMENT for the landscape improvements listed in **Exhibit** "B" should the landscape improvement fail to be maintained in accordance with the terms and conditions of this Agreement.

6. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the landscape improvements covered by this Agreement may be removed, relocated, or adjusted at any time in the future, as determined

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to be necessary by the DEPARTMENT, in order that the adjacent state road be widened, altered, or otherwise changed to meet future criteria or planning needs of the DEPARTMENT. The AGENCY shall be given sixty (60) calendar days' notice to remove said landscape improvements at the AGENCY'S expense after which time the DEPARTMENT may remove same. All permits (including tree permits), fees, and any mitigation associated with the removal, relocation or adjustments of these improvements are the AGENCY'S responsibility.

7. FUTURE AGENCY IMPROVEMENTS

The AGENCY may construct additional landscape improvements within the limits of this Agreement, identified in **Exhibit "A"**, subject to the following conditions:

- (a) Plans for any new landscape improvements shall be subject to approval by the DEPARTMENT. The AGENCY shall not change or deviate from said plans without written approval by the DEPARTMENT.
- (b) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- (c) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional landscape improvements it chooses to have installed and there will be no cost to the DEPARTMENT.

8. ADJACENT PROPERTY OWNER IMPROVEMENTS

The DEPARTMENT may allow an adjacent property owner to construct additional landscape improvements within the limits of the right of way identified in **Exhibit "A"** that the AGENCY shall be responsible for maintaining under this Agreement, subject to the following conditions:

- (a) Plans for any new landscape improvements shall be subject to approval by the DEPARTMENT and shall require a valid permit attached with a letter of consent to said plans by the AGENCY. The plans shall not be changed or deviated from without written approval by the DEPARTMENT and the AGENCY.
- (b) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- (c) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional landscape improvements installed by an adjacent owner.

9. AGREEMENT TERMINATION

In addition to those conditions otherwise contained herein, this Agreement may be terminated under any one (1) of the following conditions:

(a) By the DEPARTMENT, if the AGENCY fails to perform its duties under this Agreement, following ten (10) days written notice.

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(b) By the DEPARTMENT, for refusal by the AGENCY to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the AGENCY in conjunction with this Agreement.

10. AGREEMENT TERM

The term of this Agreement commences upon execution by all parties and shall remain in effect for as long as the improvements shall exist, or until this Agreement is terminated by either party in accordance with Paragraph 9.

11. LIABILITY AND INSURANCE REQUIREMENTS

- (a) With respect to any of the AGENCY'S agents, consultants, sub-consultants, contractors and/or sub-contractors, such party in any contract for the landscape improvements shall agree to indemnify, defend, save and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, subconsultants, contractors and/or subcontractors. The AGENCY shall provide the DEPARTMENT with written evidence of the foregoing upon the request of the DEPARTMENT. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the DEPARTMENT for its own negligence.
- (a) In the event that the AGENCY should contract with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:
 - (1) AGENCY'S contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor'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 that is 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 AGENCY and DEPARTMENT shall be named as additional insured on such policies.
 - (2) AGENCY'S contractor shall furnish AGENCY with Certificates of Insurance of Endorsements evidencing the insurance coverage specified herein prior to the beginning performance of work under this Agreement.
 - (3) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of AGENCY'S contractor is completed. All policies must be endorsed to provide the DEPARTMENT with at least thirty (30) day notice of cancellation and/or restriction. If any of the insurance coverage expires prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.

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12. E-VERIFY REQUIREMENTS

The AGENCY shall:

 (a) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the AGENCY during the term of the contract; and

(b) Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

13. SUPERSEDED AGREEMENTS

This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

14. FISCAL TERMS

The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money will/may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

15. DISPUTES

The DEPARTMENT'S District Secretary shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount, and value thereof; and his decision upon all claims, questions, and disputes shall be final and conclusive upon the parties hereto.

16. ASSIGNMENT

This Agreement may not be assigned or transferred by the AGENCY, in whole or in part, without the prior written consent of the DEPARTMENT.

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17. LAWS GOVERNING

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The AGENCY agrees to waive forum and jurisdictional venue. The DEPARTMENT shall determine the forum and venue in which any dispute under this Agreement is decided.

18. NOTICES

Any and all notices given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses:

If to the DEPARTMENT:

Florida Dept. of Transportation 3400 West Commercial Blvd. Ft. Lauderdale, FL 33309-3421

Attn: Kaylee Kildare

District IV Landscape Manager

If to the AGENCY:

City of Miramar 2300 Civic Center Place Miramar, FL 33025 Attn: Marilyn Markwei

Title: Engineering Manager

19. LIST OF EXHIBITS

Exhibit A: Landscape Improvements Maintenance Boundaries

Exhibit B: Landscape Improvement Plans

Exhibit C: Maintenance Plan for Landscape Improvements

Exhibit D: Resolution

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written above.

CITY OF MIRAMAR	
BY:	_
BY: Chairperson / Mayor / Manager	
Attest:City Clerk	(SEAL)
Legal Approval:	_
By: John P. Krane (or designee) Director of Transportation Development	_ Date:
Attest: Alia Chanel (or designee, Madele Executive Secretary	ine Young) (SEAL)
Legal Review: Pamela G. Eidelberg (or de Office of the District Gener	

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EXHIBIT A

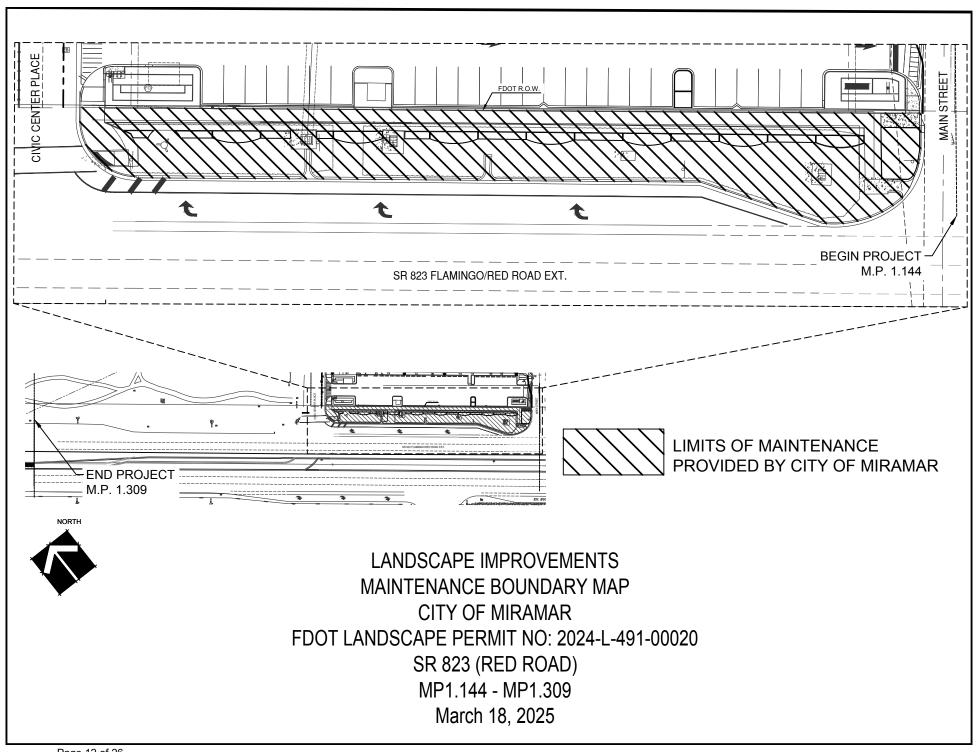
LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES

I. LIMITS OF MAINTENANCE FOR LANDSCAPE IMPROVEMENTS:

State Road 823 (Red Road) from M.P. (1.144) to (M.P. 1.309)

II. LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES:

*See attached map



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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: Hugh Johnson, RLA

Architectural Alliance Landscape, Inc.

Date: February 10, 2025

The Landscape Improvements shall be installed in accordance with the plans and specifications of FDOT permit 2024-L-491-00020, attached hereto and incorporated herein.



LOCATION MAP



MANOR AT MIRAMAR

SCOPE OF WORK

STATE ROAD NO: 823 (RED ROAD) MILE POST: 1.144 TO 1.309

FDOT SPECIFICATIONS AND **DESIGN STANDARDS**

Governing Standard Plans: Florida Department of Transportation, FY 2024-25 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs)

Governing Standard Specifications: Florida Department of Transportation, FY 2024-25 Standard Specifications for Road and Bridge Construction ROADWAY DESIGN SPEED FOR SR 823 = 45 MPH

INDEX OF SHEETS

CS-1 COVER SHEET

LANDSCAPE ARCHITECTURE

LP-2

LANDSCAPE PLAN LANDSCAPE PLAN LANDSCAPE NOTES & TREE SCHEDULE LANDSCAPE DETAILS

FDOT LANDSCAPE PERMIT NO: 2024-L-491-00020

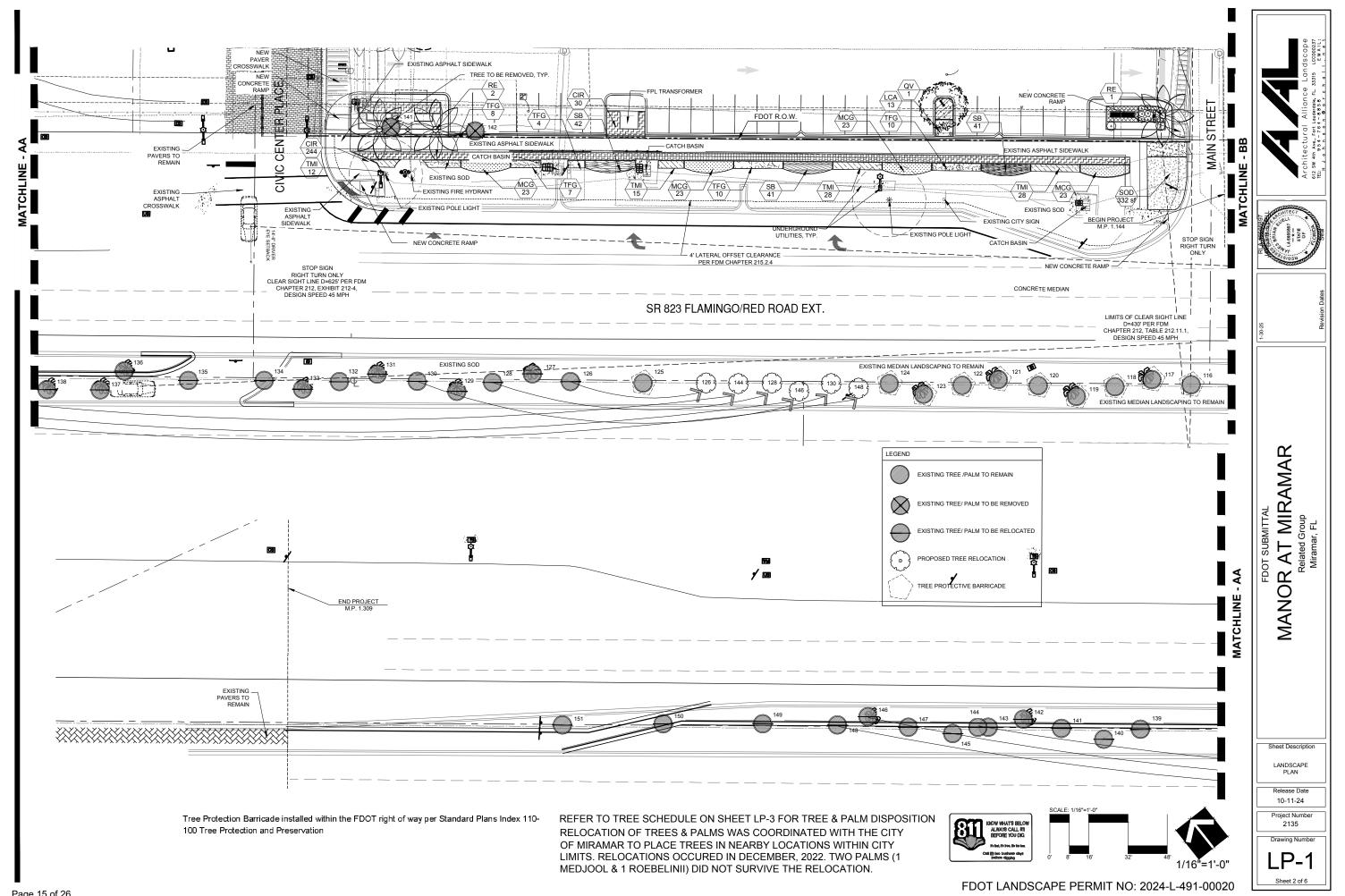
IRRIGATION

IRRIGATION PLAN IRRIGATION NOTES

MANOR AT MIRAMAR Related Group Miramar, FL Sheet Description Release Date 10-11-24

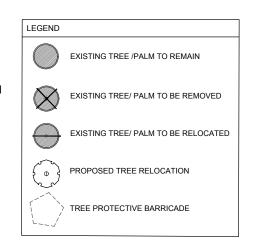
> Drawing Number CS-1

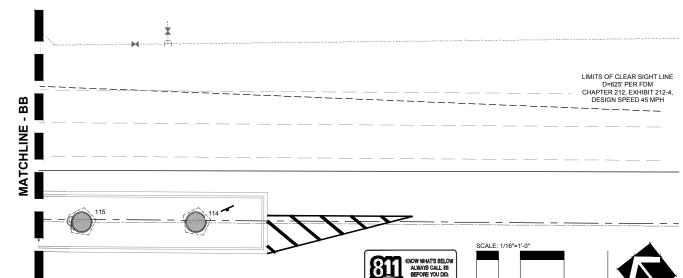
FOR CIVIL PLANS, REFER TO FDOT ACCESS PERMIT # 2021-A-491-00047



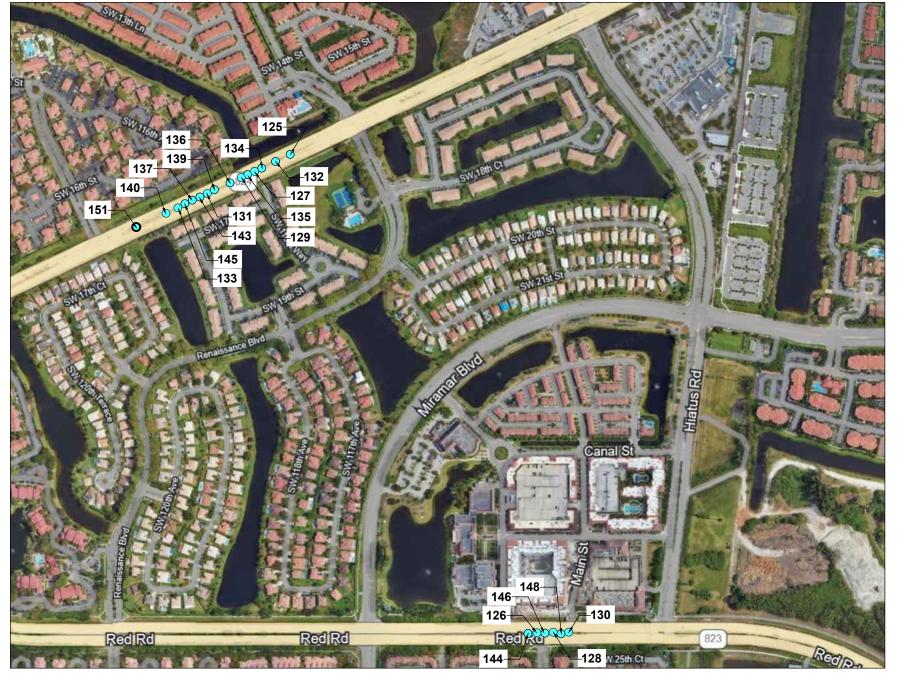
Tree Protection Barricade installed within the FDOT right of way per Standard Plans Index 110-100 Tree Protection and Preservation

REFER TO TREE SCHEDULE ON SHEET LP-3 FOR TREE & PALM DISPOSITION RELOCATION OF TREES & PALMS WAS COORDINATED WITH THE CITY OF MIRAMAR TO PLACE TREES IN NEARBY LOCATIONS WITHIN CITY LIMITS. RELOCATIONS OCCURED IN DECEMBER, 2022. TWO PALMS (1 MEDJOOL & 1 ROEBELINII) DID NOT SURVIVE THE RELOCATION. INITIALLY THERE WAS NO TREE RELOCATION PERMIT ISSUED. HOWEVER, THE RELOCATIONS WERE COORDINATED WITH AND AGREED UPON BY THE CITY LANDSCAPE INSPECTOR.





TREE RELOCATION MAP



MANOR AT MIRAMAR FDOT SUBMITTAL TREE RELOCATION MAP

10-11-24

Drawing Number

LP-2

Page 16 of 26

FDOT LANDSCAPE PERMIT NO: 2024-L-491-00020

FDOT GENERAL NOTES

- GOVERNING STANDARD PLANS: Florida Department of Transportation, FY 2024-25 Standard Plans for Road and Bridge Construction and applicable Interim Revisions. (IR's) website: https://www.fdot.gov/design/standardplans
- GOVERNING STANDARD SPECIFICATIONS: Florida Department of Transportation, FY 2024-25 Standard Specifications for Road and Bridge Construction.
- https://www.fdot.gov/programmanagement/implemented/specbooks Contractor shall repair any and all damage done to FDOT property during demolition, relocation &/or installation activities at his sole
- expense. Any plant material substitution within or impacting the FDOT Right
- of Way whether requested by the Contractor, Owner, Landscape Architect or other will need to get approval from the FDOT District Landscape Architect.
- 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 fullfilled. Excavated materials shall be hauled by the Permittee, at their cost and expense from the site to the Broward Operations Center or stockpiled in those areas as directed by the Department, including
- Maintenance of Traffic (MOT) for this project will comply with FDOT Standard Plans Index (102 Series) and the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD). Special attention will be given to FDOT Design Plans Standard Index 102-600, 102-601, 102-602, 102-613 and 102-660.
- Permittee will restore the Right-Of-Way as a minimum, to its original condition or better in accordance w/ FDOT's latest Standard Specifications for Road and Bridge Construction or as directed by the Resident Operations Engineer.
- Restricted hours of operations will be from 9:00am to 3:30pm, (Monday-Friday), unless otherwise approved by the operations Engineer, or designee.
- Permittee will ensure that all locates have been performed prior to scheduling of any WORKING activities. This shall include soft digs to verify vertical and horizontal alignment.
- Permittee will coordinate all work with Asset Managment. Contact David Moore of Transfield Services at 954-317-8044. moore@transfieldservices.com. Coordination will include a Pre-Construction meeting.

FDOT PLANTING NOTES

For the portion of landscape plant material that will be installed within the FDOT Right of Way landscape installation shall comply with current FDOT Maintenance Specifications 580-11(by work document). Online Reference:

http://www.fdot.gov/programmanagement/Maintenance/2024July/default.shtm.

- 2. For the portion of landscape plant material that will be installed within the FDOT Right of Way refer to FDOT Standard Plans Index 580-001 Landscape Installation. Online Reference: http://www.fdot.gov/design/standardplans/current/IDx/580-001.pdf
- No Category I or II invasive plants shall be planted on FDOT right
- Cypress Mulch is not permitted on FDOT right of way. Mulch permitted to be used are Hardwood Mulch (containing no Cypress products), Recycled Mulch or approved equal, certified by the Mulch and Soil Council (MSC). Submit proof of certification to the FDOT District Operations Permit Landscape Inspector upon inspection

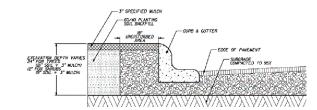
MANOR AT MIRAMAR

TREE SURVEY - 10/11/2024

Tree Number	Botanical Name	Common Name	DBH (inches)	Height (feet)	Canopy (feet)	Condition	Disposition
114	Latania lontaroides	RED LATAN PALM	18"	24'	24'	GOOD	REMAIN
115	Latania lontaroides	RED LATAN PALM	18"	22'	26'	GOOD	REMAIN
116	Phoenix canariensis	CANARY ISLAND DATE PALM	18"	16' CT	20'	GOOD	REMAIN
117	Phoenix roebelenii	PYGMY DATE PALM	12" (3)	10'	15'	GOOD	REMAIN
118	Phoenix canariensis	CANARY ISLAND DATE PALM	18"	16' CT	20'	GOOD	REMAIN
119	Phoenix roebelenii	PYGMY DATE PALM	12"(3)	10'	15'	FAIR	REMAIN
120	Phoenix canariensis	CANARY ISLAND DATE PALM	18"	16' CT	20'	GOOD	REMAIN
121	Phoenix roebelenii	PYGMY DATE PALM	12" (3)	10'	15'	GOOD	REMAIN
122	Phoenix canariensis	CANARY ISLAND DATE PALM	18"	16' CT	20'	FAIR	REMAIN
123	Phoenix roebelenii	PYGMY DATE PALM	12" (3)	10'	15'	FAIR	REMAIN
124	Phoenix canariensis	CANARY ISLAND DATE PALM	18"	16' CT	20'	FAIR	REMAIN
125	Phoenix canariensis	CANARY ISLAND DATE PALM	18"	16' CT	20'	GOOD	RELOCATE
126	Phoenix canariensis	CANARY ISLAND DATE PALM	18"	16' CT	20'	GOOD	RELOCATE
127	Phoenix roebelenii	PYGMY DATE PALM	12" (3)	10'	15'	GOOD	RELOCATE
128	Phoenix canariensis	CANARY ISLAND DATE PALM	18"	16' CT	20'	GOOD	RELOCATE
129	Phoenix roebelenii	PYGMY DATE PALM	12" (3)	10'	15'	FAIR	RELOCATE
130	Phoenix canariensis	CANARY ISLAND DATE PALM	18"	16' CT	20'	GOOD	RELOCATE
131	Phoenix roebelenii	PYGMY DATE PALM	12" (3)	10'	15'	FAIR	RELOCATE
132	Phoenix canariensis	CANARY ISLAND DATE PALM	18"	16' CT	20'	FAIR	RELOCATE
133	Phoenix roebelenii	PYGMY DATE PALM	12" (3)	10'	15'	GOOD	RELOCATE
134	Phoenix canariensis	CANARY ISLAND DATE PALM	18"	16' CT	20'	GOOD	RELOCATE
135	Phoenix canariensis	CANARY ISLAND DATE PALM	18"	16' CT	20'	GOOD	RELOCATE
136	Magnolia grandiflora	SOUTHERN MAGNOLIA	4"	12'	3'	GOOD	RELOCATE
137	Magnolia grandiflora	SOUTHERN MAGNOLIA	4"	12'	3'	GOOD	RELOCATE
138	Magnolia grandiflora	SOUTHERN MAGNOLIA	4"	12'	3'	GOOD	RELOCATE
139	Phoenix canariensis	CANARY ISLAND DATE PALM	18"	16' CT	20'	GOOD	RELOCATE
140	Phoenix roebelenii	PYGMY DATE PALM	12" (3)	16' CT	20'	FAIR	RELOCATE
141	Quercus virginiana	LIVE OAK	14"	30' HT	35'	FAIR	REMOVE
142	Quercus virginiana	LIVE OAK	16"	28' HT	35'	FAIR	REMOVE
143	Phoenix canariensis	CANARY ISLAND DATE PALM	16"	16' CT	20'	GOOD	RELOCATE
144	Phoenix roebelenii	PYGMY DATE PALM	15"(3)	10'	15'	GOOD	RELOCATE
145	Phoenix canariensis	CANARY ISLAND DATE PALM	18"	16' CT	20'	GOOD	RELOCATE
146	Phoenix roebelenii	PYGMY DATE PALM	6"	10'	15'	GOOD	RELOCATE
147	Phoenix canariensis	CANARY ISLAND DATE PALM	18"	16' CT	20'	GOOD	DIED
148	Phoenix roebelenii	PYGMY DATE PALM	10"(2)	10'	10'	GOOD	RELOCATE
149	Phoenix canariensis	CANARY ISLAND DATE PALM	18"	16' CT	20'	GOOD	RELOCATE
150	Latania lontaroides	RED LATAN PALM	18"	20'	20'	FAIR	DIED
151	Latania lontaroides	RED LATAN PALM	19"	20'	20'	FAIR	RELOCATE
152	Latania lontaroides	RED LATAN PALM	18"	20'	20'	POOR	REMOVE

PLAN	NT SC	CHEDULE FDOT ROW	LANDSCAPE						
CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CALIPER	SIZE	NATIVE	DROUGHT	
				•	•			•	•
PALM T	REES								
RE	3	ROYSTONEA ELATA	FLORIDA ROYAL PALM	B&B FIELD GROWN	20+" CAL	10' G.W. MATCHED - HEAVY	YES	HIGH	
CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CALIPER	SIZE	NATIVE	DROUGHT	SPACING
			•	•	•			•	
SHRUB	AREAS								
CIR	274	CHRYSOBALANUS ICACO 'REDTIP'	RED TIP COCOPLUM			24"HT X 24"SPR	YES	MEDIUM	24" o.c.
	•		•	•	•	•	•	•	•
GROUN	D COVE	ERS							
_CA	13	LANTANA CAMARA 'ANNE MARIE'	ANNE MARIE LANTANA			12" HT FULL	NO	HIGH	24" o.c.
ГМІ	83	TRIMEZIA MARTINICENSIS	YELLOW WALKING IRIS			16" HT X 16" SPR	NO	MEDIUM	18" o.c.
					•				
TALL GE	ROUND	COVERS							
MCG	92	MUHLENBERGIA CAPILLARIS	PINK MUHLY GRASS			18"HT X 18"SPR	YES	HIGH	24" o.c.
SB	121	SPARTINA BAKERI	SAND CORDGRASS			12" HT FULL	YES	HIGH	18" o.c.
TFG	38	TRIPSACUM FLORIDANA	FLORIDA GAMMA GRASS			24" HT. X 24" SPR.	YES	HIGH	30" o.c.

RELOCATION OF TREES & PALMS WAS COORDINATED WITH THE CITY OF MIRAMAR TO PLACE TREES IN NEARBY LOCATIONS WITHIN CITY LIMITS. RELOCATIONS OCCURED IN DECEMBER, 2022. TWO PALMS (1 MEDJOOL & 1 ROEBELINII) DID NOT SURVIVE THE RELOCATION. MITIGATION CAN BE PROVIDED BY REPLACING PALMS ON A ONE TO ONE BASIS, OR A DONATION TO THE TREE TRUST FUND EQUAL TO THE AMOUNT OF THE MATERIAL PLUS Page 17 of 26



NOTES:

GENERAL PLANTING REQUIREMENTS

All sizes shown for plant material on the plans are to be considered Minimum. All plant material must meet or exceed these minimum requirements for both height and spread. Any other requirements for specific shape or effect as noted on the plan(s) will also be required for final acceptan

All plant material furnished by the landscape contractor shall be Florida #1 or better as established by "Grades and Standards for Florida Nursery Plants" and "Grades and Standards for Florida Nursery Trees". All material shall be installed

All plant material as included herein shall be warrantied by the landscape contractor for a minimum period as follows: All trees and palms for 12 months. all shrubs, vines, groundcovers and miscellaneous planting materials for 90 days, and all lawn areas for 60 days after final acceptance by the owner or owner's representative

All plant material shall be planted in planting soil that is delivered to the site in a clean loose and friable condition. All soil shall have a well drained characteristic. Soil must be free of all rocks, sticks, and objectionable material including weeds

Twelve inches (12") of planting soil 50/50 sand/topsoil mix is required around and beneath the root ball of all trees and palms, and 1 cubic vard per 50 bedding or groundcover plants.

All landscape areas shall be covered with Eucalvotus or sterilized seed free Melaleuca mulch to a minimum depth of three inches (3") of cover when settled A four-inch clear space must be left for air between plant bases and the mulch. Cypress bark mulch shall not be used

All plant material shall be thoroughly watered in at the time of planting; no dry planting permitted. All plant materials shall be planted such that the top of the

All landscape and lawn areas shall be irrigated by a fully automatic sprinkler system adjusted to provide 100% coverage of all landscape areas. All heads shall be adjusted to 100% overlap as per manufacturers specifications and performance standards utilizing a rust free water source. Each system shall be installed with a

It is the sole responsibility of the landscape contractor to insure that all new plantings receive adequate water during the installation and during all plant warranty periods. Deep watering of all new trees and palms and any supplemental watering that may be required to augment natural rainfall and site irrigation is mandatory to insure proper plant development and shall be provided as a part

All plant material shall be installed with fertilizer, which shall be State approved as a complete fertilizer containing the required minimum of trace elements in addition to N-P-K, of which 50% of the nitrogen shall be derived from an organic source as per CSI specifications.

Contractors are responsible for coordinating with the owners and appropriate public agencies to assist in locating and verifying all underground utilities All ideas, designs and plans indicated or represented by this drawing are owned

by and are the exclusive property of Architectural Alliance.

The plan takes precedence over the plant list.

SPECIAL INSTRUCTIONS

General site and herm grading to +/- 1 inch (1") shall be provided by the general contractor. All finished site grading and final decorative berm shaping shall be provided by the landscape contractor

All sod areas as indicated on the planting plan shall receive Stenotaphrum secundatum. St. Augustine 'Palmetto' solid sod. It shall be the responsibility of the landscape contractor to include in the bid, the repair of any sod which may be

ADDITIONAL INSTRUCTIONS

For areas in which existing payement is being removed and replaced with landscaped areas. -Contractor shall preserve a continuous hand of undistrubed compacted subase 18" from the back of curb -Contractor shall insure that all unsuitable soil including concrete, pavement, road base, stones over 3" diameter and all construction debris, is removed from median area to be planted and replaced with specified planting soil, e.g. 60% sand

Areas to be planted with shrubs and/or groundcovers: removed compacted soil to a depth of 12" and replace with specified planting soil. Planting soil shall come up to 4" from top of curb, reserving

space for 3" compacted mulch and 1" clear from top of curb.

FDOT LANDSCAPE PERMIT NO: 2024-L-491-00020







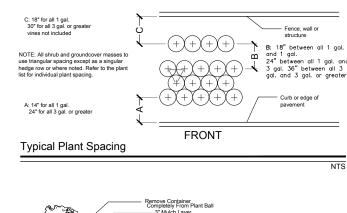
AT MIRAMAR MANOR

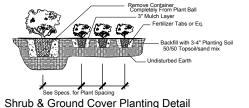
TREE SCHEDULE

10-11-24

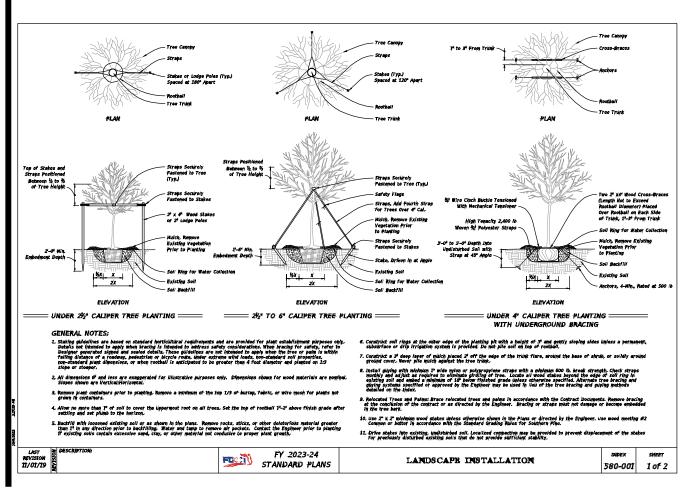
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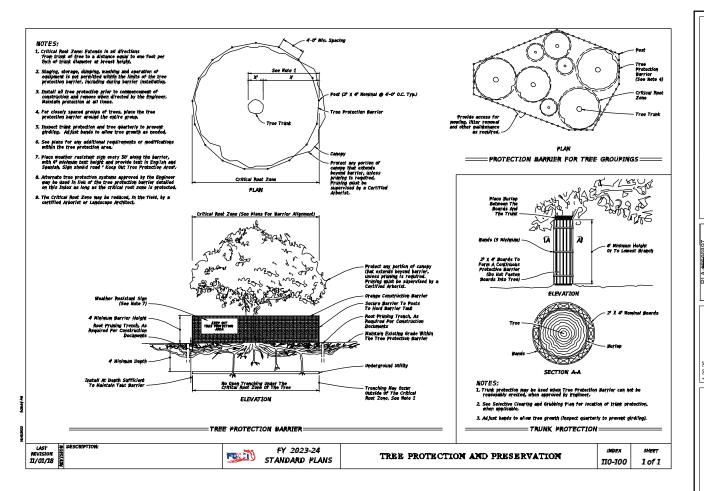
Sheet 3 of 6

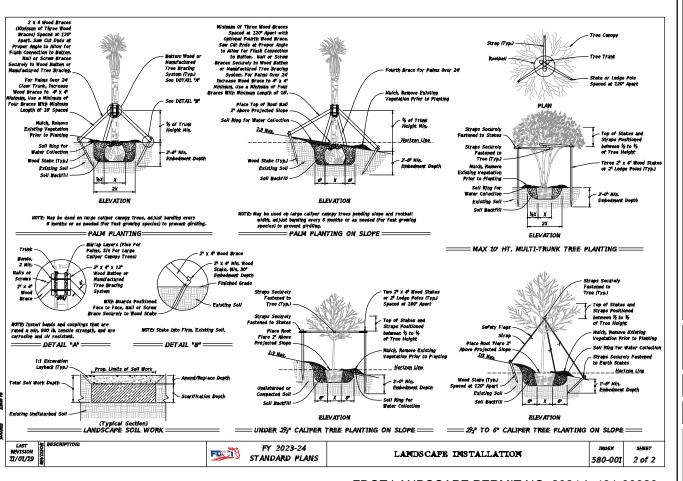




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Sheet Descriptio

LANDSCAPE DETAILS

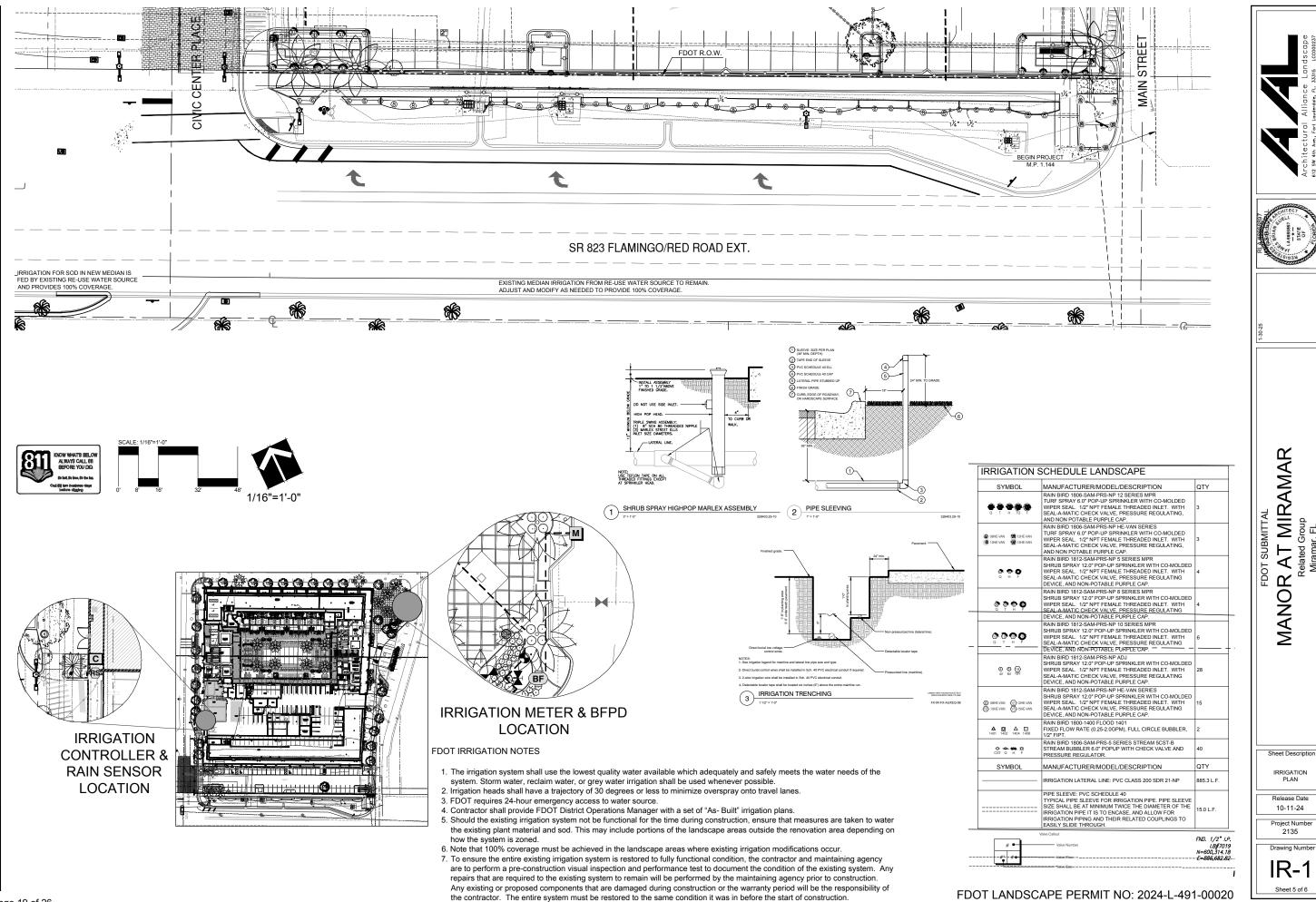
Release Date 10-11-24

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Drawing Number

LP-4

FDOT LANDSCAPE PERMIT NO: 2024-L-491-00020



MANOR AT MIRAMAR Related Group Miramar, FL

IRRIGATION

Release Date

10-11-24

Project Numbe

WIRING

Irrigation control wire shall be thermoplastic solid copper, single conductor, low voltage irrigation controller wire,

Tape and bundle control wire every 10' and run alongside the mainline. At all turns in direction, make a 2' coil of wire. At all valve boxes coil wire around a $\frac{3}{4}$ " piece of PVC pipe to make a coil using 30 linear inches of wire. Make electrical connections with 3MDBY/R connectors

Number all wires, using an electrical book of numbers, according to the plans. Number wires in all valve boxes, junction boxes and at the controller

Wire sized, numbered and colored as follows:

- #14 white for common
- #14 spare black common #14 individual color coded hot wire
- #14 spare yellow hot wire

Spare wires

Leaving each controller, run four spare wires in both directions (eight spare wires total). Install as 1 common spare (2 total) and 3 hot wires (6 total). Loop these wires into each RCV along their path and terminate in the last valve box controlled by the wires respective controller. The loop into each valve box shall extend up into the valve box a minimum of 8" and be readily accessible by opening the valve box lid. These wires must all be color coded and numbered as required in the plans

Controller and pump station Control Panel grounding - Contractor to utilize 4"x8"x5/8" copper grounding plates, 5/8"x10' copper clad grounding rods, 'One Strike' CAD wells at all connection points, #6 insulated copper wire, and earth contact material. Install these and other required components as outlined in the detail. Contractor to verify that the earth to ground resistance does not exceed 10 ohms. Contractor shall provide a written certification, on a licensed electrical contractors letter head, showing the date of the test, controller/pump location, and test results. Each controller/pump shall be so grounded an tested. Each component must have its own separate ground grid, unless they are sitting side by side, in which case up to two controllers can share a common grounding grid.

LAYOUT

Lay out irrigation system mainlines and lateral lines. Make the necessary adjustments as required to take into account all site obstructions and limitations prior to excavating trenches.

Stake all sprinkler head locations. Adjust location and make the necessary modifications to nozzle types, etc. required to ensure 100% head to head coverage. Refer to the Edge of Pavement Detail on the Irrigation Detail sheet

Spray heads shall be installed 4" from sidewalks or curbed roadways and 12" from uncurbed roadways and building foundations. Rotors shall be installed 4" from sidewalks or curbed roadways, 12" from building foundations, and 36" from uncurbed roadways.

Shrub heads shall be installed on 3/4" Sch 40 PVC risers. The risers shall be set at a minimum of 18" off sidewalks. roadway curbing, building foundations, and/or any other hardscaped areas. Shrub heads shall be installed to a standard height of 2" above maintained height of plants and shall be installed a minimum of 6" within planted masses to be less visible and offer protection. Paint all shrub risers with flat black or forest green paint, unless irrigation system will utilize reuse water; in this case the risers shall be purple PVC and shall not be painted.

Locate valves prior to excavation. Ensure that their location provides for easy access and that there is no interference with physical structures, plants, trees, poles, etc. Valve boxes must be placed a minimum of 12" and a maximum of 15" from the edge of pavement, curbs, etc. and the top of the box must be 2" above finish grade. No valve boxes shall be installed in turf areas without approval by the irrigation designer - only in shrub beds. Never install in sport field areas.

Sequence all valves so that the farthest valve from the POC operates first and the closest to the POC operates last. The closest valve to the POC should be the last valve in the programmed sequence

Adjust the flow control on each RCV to ensure shut off in 10 seconds after deactivation by the irrigation controller.

Using an electric branding iron, brand the valve ID letter/number on the lid of each valve box. This brand must be 2"-3"

EQUIPMENT

All pop-up heads and shrub risers shall be pressure compensating. All pop-up heads shall be mounted on flex-type swing joints. All rotors shall be installed with PVC triple joints unless otherwise detailed

All sprinkler equipment, not otherwise detailed or specified on these plans, shall be installed as per manufacturer's recommendations and specifications, and according to local and state laws.

TRENCHING

Excavate straight and vertical trenches with smooth, flat or sloping bottoms. Trench width and depth should be sufficient to allow for the proper vertical and horizontal separation between piping as shown in the pipe installation detail on the detail sheet

Protect existing landscaped areas. Remove and replant any damaged plant material upon job completion. The replacement material shall be of the same genus and species, and of the same size as the material it is replacing. The final determination as to what needs to be replaced and the acceptability of the replacement material shall be solely up to the owner or owner's representative.

INSTALLATION

Solvent Wld Pipe: Cut all pipe square and deburr. Clean pipe an fittings of foreign material; then apply a small amount of primer while ensuring that any excess is wiped off immediately. Primer should not puddle or drip from pipe or fittings. Next apply a thin coat of PVC cement: first apply a thin layer to the pipe, next a thin layer inside the fitting, and finally another very thin on the pipe. Insert the pipe into the fitting. Insure that the pipe is inserted to the bottom of the fitting, then urn the pipe a $\frac{1}{4}$ turn and hold for 10 seconds. make sure that the pipe doesn't recede from the fitting. If the pipe isn't at the bottom of the fitting upon completion, the glue joint is unacceptable and must be discarded. Pipes must curwe a minimum of 30 minutes prior to handling and placing into trenches. A longer curing time may be required; refer to the manufacturer's specifications. The pipe must cure a minimum of 24 hous prior to filling with water.

BACK FILL

The back fill 6" below, 6" above, and around all piping shall be clean sand and anything beyond that in the trench can be of native material but nothing larger than 2" in diameter. All piping and excavations shall be backfilled and compacted to a density of 95% modified Proctor, or greater.

Main line pipe depth measure to the top of pipe shall be:

24" minimum for $\frac{3}{4}$ " - $2\frac{1}{2}$ " PVC with a 30" minimum at vehicular crossings; 30" minimum for 3" & 4" PVC with a 36" minimum at vehicular crossing

Lateral line depths measure to top of pine shall be-

18" minimum for 3" - 3" PVC with a 30" minimum at vehicular crossings 24" minimum for 4" PVC and above with a 30" minimum at vehicular crossings.

Contractor shall backfill all piping, both mainline and laterals, prior to performing any pressure tests. The pipe shall be backfilled with the exception of 2' on each side of every joint (bell fittings, 90's, tees, 45's, etc). These joints shall not be backfilled until all piping has satisfactorily passed its appropriate pressure test as outlined below

Prior to the placement of valves, flush all mainlines for a minimum of 10 minutes or until lines are completely clean of

Prior to the placement of heads, flush all lateral lines for a minimum of 10 minutes or until lines are completely clean of

Use screens in heads and adjust heads for proper coverage avoiding excess water on walks, walls and paving.

Schedule testing with Owner's Representative a minimum of three (3) days in advance of testing.

Mainline: Remove all remote control valves and cap using a threaded cap on SCH 80 nipple. Hose bibs and gate valves shall not be tested against during a pressure test unless authorized by written permission from the owner. fill mainline with water and pressurize the system to 125 PSI. Monitor the system pressure at two gauge locations; the gauge locations must be at opposite ends of the mainline. With the same respective pressures, monitor the gauges for two hours. There can be no loss in pressure at either gauge for solvent-welded pipe.

If these parameters are exceeded, locate the problem; repair it; wait 24 hours and retry the test. This procedure must be followed until the mainline passes the test

<u>Lateral lines:</u> The lateral lines must be fully filled to operational pressure and visually checked for leaks. Any leaks

Operational Testing - Once the mainline and lateral lines have passed their respective tests, and the system is completely operational, a coverage test and demonstration of the system is required. The irrigation contractor must demonstrate to the owner, or his/her representative, that proper coverage is obtained and the system works automatically from the controller. This demonstration requires each zone to be turned on, in the proper sequence as shown on the plans, from the controller. Each zone will be inspected for proper coverage and function. The determination of proper coverage and function is at the sole discretion of the owner or owner's representative

Upon completion of the operational test, run each zone until water begins to puddle or run off. This will allow you to determine the number of irrigation start times necessary to meet the weekly evapotranspiration requirements of the planting material in each zone. In fine sandy soils, it is possible no puddling will occur. If this is experienced, then theoretical calculations for run times will be required for controller programming.

Pre-Construction: Deliver five (5) copies of submittals to Owner's Representative within ten (10) working days from date of Notice to Proceed. Furnish information in 3-ring binder with table of contents and index sheet. Index sections for different components and label with specification section number and name of component. Furnish submittals for components on material list. Indicated which items are being supplied on catalog cut sheets when multiple items are shown on one sheet. Incomplete submittals will be returned without review. in lieu of hardcopies, an electronic package in PDF format can be submitted.

As a condition of final acceptance, the irrigation contractor shall provide the owner with:

- 1. Irrigation As-builts shall be provided accurately locating all mainlines, sleeves, remote control valves, gate valves, independent wire runs, wire splice boxes, controllers, high voltage supply sources/conduit path, control mechanisms, sensors, wells and water source connections. All mainline and independent runs of wire shall be located every 30' for straight runs and at every change of direction. Sleeves will be located at end points and every 20' of length, All underground items shall include depth in inch format
- 2. Controller charts Upon completion of "as-built" prepare controller charts; one per controller. Indicate on each chart the area controlled by a remote control valve (using a different color for each zone). This chart shall be reduced to a size that will fit inside the controller door. The reduction shall be hermetically sealed inside two 2ml pieces of clear
- 3. Grounding Certification Provide ground certification results for each controller and pump panel grounding grid installed. This must be on a licensed electrician letter head indication location tested (using IR plan symbols), date time, test method and testing results

INSPECTIONS AND COORDINATION MEETINGS REQUIRED - Contractor is required to schedule, perform, and attend the following, and demonstrate to the owner and/or owners representative to their satisfaction, as follows:

- 1.Pre-construction meeting Designer and contractor to review entire install process and schedule with owner/general contractor.
- 2. Mainline installation inspection(s) All mainline must be inspected for proper pipe, fittings, depth of coverage, hackfill and installation method. 3. Mainline pressure test - All mainline shall be pressure tested according to this design's requirements.
 - 4. Flow meter calibration All flow meters must be calibrated. Provide certified calibration report for all flow
 - 5. Coverage and operational test
- Final inspection
 Punch list inspection

FINAL ACCEPTANCE

Final acceptance of the irrigation system will be given after the following documents and conditions have been completed and approved. Final payment will not be released until these conditions are satisfied.

- 1.All above inspections are completed, documented, approved by owner
- 2. Completion and acceptance of 'as-built' drawings.
- 3. Acceptance of required controller charts and placement inside controllers. 4. All other submittals have been made to the satisfaction of the owner

GUARANTEE: The irrigation system shall be guaranteed for a minimum of one calendar year from the time of final

MINIMUM RECOMMENDED IRRIGATION MAINTENANCE PROCEDURES

- 1. Every irrigation zone should be checked monthly and written reports generated describing the date(s) each zone was inspected, problems identified, date problems repaired, and a list of materials used in the repair. At minimum, these inspections should include the following tasks:
- A Turn on each zone from the controller to verify automatic operation.
- B. Check schedules to ensure they are appropriate for the season, plant and soil type, and irrigation method. Consult an I.A. certified auditor for methods used in determining proper irrigation scheduling requirements.
 - C. Check remote control valve to ensure proper setting, if present
 - D. Check setting on pressure regulator it verify proper setting, if present
- E.Check flow control and adjust as needed; ensure valve closure within 10-15 seconds after deactivation by
 - F. Check for leaks mainline, lateral lines, valves, heads, etc.
 - G. Check all heads as follows:
 - . Proper set height (top of sprinkler is 1" below mow height
 - 2. Verify head pop-up height 6" in turf, 12" in groundcover, and riser in shrub beds 3. Check wiper seal for leaks - if leaking, clean head and re-inpect.
 - 4. If still leaking, replace head with the appropriate head with pressure regulator and built-in check valve. 5. All nozzles checked for proper pattern, clogging, leaks, correct make & model, etc. - replace as needed
- 6. Check for proper alignment perfectly vertical; coverage area is correct;p minimize over spray onto hardscapes
- 7. Riser height raised/lowered to accommodate plant growth patterns and ensure proper coverage. 8. Verify pop-ups retract after operation. If not, repair/replace as needed.
- H. Check controller/C.C.U. grounds for resistance (10 ohms or less) once per year. Submit written reports.
- I, check rain shut-off device monthly and clean/repair/replace as needed.
- J. Inspect all valve boxes to ensure they are in good condition, lids are in place and locked.
- K. Inspect backflow devices by utilizing a properly licensed backflow inspector. This should be done annually, at minimum
 - L. Inspect all filters monthly and clean/repair/replace as needed.
- M. Check pump stations fpr proper operation, pressures, filtration, settings, etc. refer to pump station
 - N. Check and clean intake screens on all suction lines quarterly, at minimum. Clean and/or repair, as needed.
- O. Winterize, if applicable, as weather in your area dictates, follow manufacturer recommendations and blow out all lines and equipment using compressed air. Perform seasonal startup of system as per manufacturer
 - P. Conduct additional inspections, maintenance tasks, etc. that are particular for your site

SOIL MOISTURE SENSOR (When applicable)

- 1. Place all soil moisture sensor wiring in 1" SCH 40 PVC conduit
- 2. Soil moisture sensor should be placed in the middle of a spray or drip area as per manufacturer's recommendations
- 3. Controller shall be set to the Florida Automated Weather Network's urban scheduler settings using the SMS as a moisture cut off device (like a rain switch) per manufacturer directions.



MIRAMA FDOT SUBMITTAL dno. AT α MANO

Sheet Description

IRRIGATION Release Date

10-11-24 Proiect Numbe

2135 Drawing Number

IR-2

PERMIT: 2024-L-491-00020

COUNTY: BROWARD

STATE RD: 823

EXHIBIT C

MAINTENANCE PLAN FOR LANDSCAPE IMPROVEMENTS

This Exhibit forms an integral part of the LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the Florida Department of Transportation and the AGENCY.

* Please see attached

PERMIT: 2024-L-491-00020

COUNTY: BROWARD

STATE RD: 823

MAINTENANCE PLAN Landscape Improvements

Project State Road No(s): SR 823 (Red Road) from Main Street (M.P. 1.144) to

past Civic Center Place (M.P. 1.309)

Permit or FM No(s): 2024-L-491-00020

RLA of Record: Hugh Johnson

Maintaining Agency: AAL

Date: March 20,2025

PART I. GENERAL MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS:

WATERING REQUIREMENTS

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

Proper watering techniques should provide even and thorough water dispersal to wet the entire root zone but not saturate the soil or overspray 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 that the irrigation controller is properly set to run early enough that the watering process will be entirely completed before high traffic periods, while adhering to mandated water restrictions. To ensure water conservation, the Agency shall monitor the system for water leaks and the rain sensors to ensure they are functioning properly so that the system shuts down when there is sufficient rainfall.

MULCHING

Mulch planting beds to prevent weed growth, retain moisture to the plants, protect against soil erosion and nutrient loss, maintain a more uniform soil temperature, and improve the appearance of the planting beds. Do not mound mulch against the trunks of trees, palms, and the base of shrubs to allow air movement which aids in lowering disease susceptibility. Cypress mulch is prohibited on state right of way.

INTEGRATED PLANT MANAGEMENT

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

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

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PRUNING

All pruning, and the associated safety criteria, shall be performed according to American National Standard Institute (ANSI) A300 standards and shall be supervised by an International Society of Arboriculture (ISA)

Certified Arborist. Pruning shall be carried out with the health and natural growth of plant materials in mind, to achieve the FDOT requirements for maintaining clear visibility for motorists, and provide vertical clearance for pedestrian, bicyclist, and truck traffic where applicable. Visibility windows must be maintained free of view obstructions, and all trees and palms must be maintained to prevent potential roadway and pedestrian hazards. All palms should be kept fruit free. The understory plant materials selected for use within the restricted planting areas (Limits of Clear Sight) are to be mature height in compliance with the *FDM Window Detail*.

Vertical clear zones for vegetation heights over roadways and sidewalks must meet the requirements of the *FDOT Maintenance Rating Program* (MRP) standards. See Reference pages. The R.L.A. of Record will provide specific pruning heights for mature or maintained height and spread of all plant material to achieve the design intent shall be noted in Part II., Specific Project Site Maintenance Requirements and Recommendations.

STAKING AND GUYING

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

TURF MOWING

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

LITTER CONTROL

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

WEEDING/HERBICIDE

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

PLANT REPLACEMENT

Plant replacement shall be the same species and specifications 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.

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TREE CELL STRUCTURES

Underground tree cells shall be maintained in such a manner as to prolong the life of the structure and prevent potential safety hazards. If the structures fail or become damaged, they shall be replaced with the same type and specification as the approved plan.

LANDSCAPE ACCENT LIGHTING

Landscape accent lighting shall be maintained in such a manner as to prolong the life of the lighting fixture and prevent potential safety hazards. If the lighting fixtures and their system become damaged, they shall be replaced with the same type and specification as the approved plan. Landscape lighting shall meet requirements for the sea turtle nesting and hatching.

HARDSCAPE (SPECIALTY SURFACING)

All tree grates and specialty surfacing (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the surfacing and tree grates. Final surface tolerance from grade elevations shall, at a minimum, meet the most current FDOT Maintenance Rating Program Handbook for a sidewalk; ADA accessible sidewalk; and FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on The State Highway System. If the specialty surfacing or tree grates become damaged, they shall be replaced with the same type and specification as the approved plan.

HARDSCAPE (CONCRETE PAVERS)

All concrete pavers (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the pavers. Final surface tolerance from grade elevations shall, at a minimum, meet the most current *Interlocking Concrete Pavement Institute (ICPI)*, *Guide Specifications for Pavers on an Aggregate Base, Section 23 14 13 Interlocking Concrete Pavers*, Part 3.05. If the concrete pavers become damaged, they shall be replaced with the same type and specification as the approved plan.

It shall be the responsibility of the AGENCY to maintain all signs located within a non-standard surfacing area. Such maintenance to be provided by the AGENCY shall include repair and replacement of the sign panel, post, and base.

HARDSCAPE (NON-STANDARD TRAVELWAY SURFACING)

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

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

SITE FURNISHINGS

Site furnishing such as Trash Receptacles, Benches, Bollards and Bicycle Racks shall be maintained in such a manner as to prolong the life of the fixture and prevent potential safety hazards. If the fixtures and their overall function and mounting systems become damaged, they shall be replaced with the same type and specification as the approved plan.

MAINTENANCE OF TRAFFIC CONTROL

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

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

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

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

PART II. SPECIFIC PROJECT SITE MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS

MANOR AT MIRAMAR FDOT PERMIT # 2024-L-491-00020 RLA of Record: Hugh Johnson.

- 1. The planting areas at Manor at Miramar were designed to create a buffer between the pedestrian walkway and the traffic along Red Road using softly undulating masses of native plantings. Plants have been grouped together not only for their color and texture, but also according to their watering needs. With limited maintenance, the beds should provide a full and beautiful buffer for those walking along the Red Road walkway.
- 2. To maintain the intended appearance of all shrubs, apply the latest fertilizer recommended by the University of Florida IFAS Extension per the manufacturer's instructions.
- 3. 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 2" setback from the foliage to the edge of curb, pavement, sidewalk and/or other hardscape improvements.
- 4. (Provide a list of groundcovers and shrubs individually or in groups)

Maintain the vertical height of:

- o Red Tip Cocoplum between 30" and 36", full to ground
- Native grasses between 24" and 36", (Pink Muhly, Sand Cordgrass & Florida Gamma Grass) cut back yearly.
- Yellow Walking Iris between 24" and 30", full to ground
- 5. Inspect groundcovers and shrubs on a monthly basis for maintaining full ground coverage.
- 6. 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.
- 7. 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.

PERMIT: 2024-L-491-00020

COUNTY: BROWARD

STATE RD: 823

EXHIBIT D

RESOLUTION

This Exhibit forms an integral part of the LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the Florida Department of Transportation and the AGENCY.

Please see attached

(To be provided by City)

Prepared by and return to: Steven E. Goldman, Esq. Greenberg Traurig, P.A. 333 SE. 2nd Avenue Miami, FL 33131

ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT

THIS ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT ("Assumption Agreement") is entered into this ____ day of ______ 2025, by and between:

RD MANOR MIRAMAR, LLC, a Florida limited liability company, whose principal address is 2850 Tigertail Avenue, Suite 800, Miami, FL 33133 ("OWNER")

and

CITY OF MIRAMAR, a Florida municipality having a principal address at, 2300 Civic Center Place, Miramar, Florida 33025 ("CITY" or "City").

RECITALS

WHEREAS, OWNER is the owner of a parcel of land legally described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Property is located on the north side of SR 823, also known as Flamingo /Red Road Extension (hereinafter referred to as "SR 823"), within a right-of-way which is under the jurisdiction of the State of Florida Department of Transportation Highway System ("FDOT"); and

WHEREAS, certain landscape and streetscape improvements are proposed to be installed by OWNER in the right-of-way of SR 823 (hereinafter referred to as the "Improvements"); and

WHEREAS, the Improvements are proposed to be installed on the west side of the SR 823 right-of-way (between Mile Post 1.144 to Mile Post 1.309) (the "Improvement Area"); and

WHEREAS, in order to permit the Improvements to be constructed in the FDOT right-ofway of SR 823, FDOT requires the City to enter into an agreement entitled "State of Florida Department of Transportation District 4 Landscape Maintenance Memorandum of Agreement" ("Agreement"), a copy of which is attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the terms and conditions of the Agreement and impose responsibility for maintenance of the Improvements; and

WHEREAS, as a condition to City executing the Agreement, City requires that OWNER shall assume all liability, obligations and responsibility of City for maintenance of the

Imjprovements under the Agreement and agree to indemnify and hold harmless the City from any and all liability under the Agreement for the maintenance of the Improvements, all as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable considerations, the sufficiency and adequacy of which is hereby acknowledged, OWNER and the City hereby agree as follows:

- 1. Recitals. The foregoing Recitals are true and correct and are incorporated herein.
- 2. Terms. The following terms, as used and referred to herein, shall have the meanings set forth below, unless the context indicates otherwise.

City Engineer means the City Engineer (Urban Design Engineer) for the CITY, or his designee. In the administration of this agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the City Engineer. For the purposes hereof, the CITY Engineer's designee shall be the Urban Design Engineer.

Day(s). In computing any period of time expressed in day(s) in this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

Effective Date means the effective date of this Assumption Agreement, which shall be the date upon which this Agreement is executed by FDOT and the City.

Person means any individual, firm, partnership (general or limited), corporation, company, association, joint venture, joint stock association, estate, trust, business trust, cooperative, limited liability corporation, limited liability partnership, limited liability company or association, or body politic, including any heir, executor, administrator, trustee, receiver, successor or assignee or other person acting in a similar representative capacity for or on behalf of such Person.

3. Compliance and Default. OWNER agrees to assume any and all liability and responsibility for performance by OWNER under the Agreement with respect to the maintenance of the Improvements. OWNER shall not be liable for the Improvements and work done by the City or third parties, unless OWNER provides written consent to such improvements. OWNER hereby agrees to abide by and comply with each and every term and condition set forth in the Agreement relating to such performance and failure to so comply shall constitute a default under this Assumption Agreement. The Agreement is incorporated into this Assumption Agreement as if fully set forth herein.

4. Indemnification and Hold Harmless.

(a) OWNER shall protect, defend, indemnify and hold harmless the CITY, its officers, elected officials, volunteers, employees and agents from and against any and all lawsuits, penalties,

damages, settlements, judgments, decrees, costs, charges and other expenses charged or incurred, including reasonable attorney's fees actually incurred, or liabilities of every kind, nature or degree arising out of or in connection a breach by OWNER of its responsibilities and obligations of under this Assumption Agreement, conditions contained therein, the location, construction, repair, maintenance use or occupancy by OWNER of the Improvements, or the breach or default by OWNER of any covenant or provision of this Assumption Agreement, except for any occurrence arising out of or resulting from the intentional torts or negligence of the CITY, its officers, elected officials, volunteers, agents and employees. However, this exception shall not be deemed a waiver of the City's sovereign immunity. Without limiting the foregoing, any and all such charges, claims, suits, causes of action relating to personal injury, death, damage to property, defects in construction, rehabilitation or restoration of the Improvements by OWNER or others, including but not limited to costs, charges and other expenses charged or incurred, including reasonable attorney's fees and costs actually incurred or liabilities arising out of or in connection with the rights, responsibilities and obligations of OWNER under this Assumption Agreement.

(b) OWNER further agrees that upon delivery of proper and timely notice of violations under the Agreement it shall investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense. The City shall retain the right to select counsel of its own choosing as deemed appropriate. This indemnification shall survive termination, revocation or expiration of this Assumption Agreement and shall cover any acts or omissions occurring during the term of this Assumption Agreement.

5. Removal of Improvements and Restoration of Improvement Area.

- (a) Except as may otherwise be expressly provided herein, it is agreed that upon termination of the Agreement, in whole or in part, OWNER shall remove all or any part of the Improvements in accordance with the terms and conditions of the Agreement, and OWNER shall restore the right of way and any impacted public utilities to conditions acceptable to FDOT. Such removal and restoration shall be at OWNER's sole cost and expense. In the event OWNER fails to begin to remove all or any part of the Improvements contemplated herein with thirty (30) days after written demand by FDOT or CITY, the CITY is hereby authorized to remove the Improvements that interfere with the easement rights or the public's use of dedicated rights-of-way and restore the right of way and any public utilities to conditions acceptable to FDOT, and all reasonable costs associated with the removal and restoration thereof shall be fully reimbursed by OWNER.
- (b) In the event OWNER fails to remove the Improvements and CITY finds it necessary to remove the Improvements in accordance with the foregoing, then the total expense incurred by the CITY in removing the Improvements and the reasonable administrative costs associated therewith shall be considered a special assessment and lien upon the Property. OWNER consents to and grants the City the right to place a lien on the Property. OWNER shall have sixty (60) days from the date of the statement of the total expenses incurred by the CITY and the administrative costs associated therewith within which to pay or contest to the CITY the full amount due. Failure to timely pay the amount due or serve upon the CITY Manager a written letter contesting the statement of assessed expenses and administrative costs after an adequate review of no less than sixty (60) days will result in the matter being scheduled before the CITY Commission for consideration of and adoption of a Resolution assessing against the Property the

expenses and administrative costs associated with the CITY's removal of the Improvements. The Resolution may also impose a special assessment lien against the Property for the expenses and costs so assessed. A Notice of the Special Assessment assessed by the CITY Commission for the unpaid expenses and costs as stated above shall be recorded with the CITY Clerk and in the Public Records of Broward County, Florida. The assessed expenses and costs and the lien provided for herein may be foreclosed in the manner provided by law. Any lien filed pursuant to this Agreement shall be subordinate to any mortgages/construction financing obtained for any portion of the Project, whether the mortgage/construction financing obtained before or after the Claim of Lien is recorded.

Event of Default; Remedy. In the event the OWNER fails to perform or violates 6. any of the terms or conditions of this Assumption Agreement or is in breach or default in any term or condition hereof, the City shall notify OWNER of the specific failure or violation of this Assumption Agreement or the Agreement in writing and OWNER shall thereafter have a period of thirty (30) days to cure any such failure or violation to the City's reasonable satisfaction (an "Event of Default"). Upon an Event of Default, the City has the right 1) to take any equitable action to enforce the terms and conditions of this Assumption Agreement, it being stipulated by the parties that since this Assumption Agreement deals with the right to use public easements and rights-of-way of FDOT used for a governmental purpose, a violation or breach of any term or condition of the Agreement or this Assumption Agreement constitutes an irreparable injury to the public and CITY for which there is no adequate remedy at law or 2) take such curative action that was required to be taken by the OWNER under the Agreement and the cost and expense incurred in CITY's curative actions shall be passed on to and owed by OWNER, in which case OWNER shall be liable for payment to CITY for all reasonable and necessary costs and expenses incurred by CITY in connection with the performance of the action or actions associated with the Streetscape Improvements. OWNER shall reimburse CITY within thirty (30) days following written demand for payment thereof. Interest shall accrue on the unpaid amount at the rate of twelve percent (12%) per annum simple interest but in no event shall interest exceed the highest amount allowed by Florida law. If a dispute arises as to the need for, or amount due to the CITY for repairs or maintenance undertaken by CITY in accordance with the Agreement or Assumption Agreement, and such dispute is not resolved within thirty days (30) days after the date that CITY makes the written demand for payment, OWNER shall pay to CITY the undisputed amount and shall provide CITY with a bond or other security acceptable to CITY for the disputed amount pending a resolution of the dispute by negotiation or litigation. If OWNER does not make the payments required under this Section within the thirty (30) day period set forth herein, then CITY shall have a right to record a Claim of Lien against the Property, which Lien may be either (a) for the total amount of the fines, including all subsections thereunder, or (b) for all reasonable and necessary costs and expenses of any cure undertaken by CITY in accordance with this Section, the cost of any interim insurance policy as provided herein, and reasonable attorneys' fees and costs associated therewith. The Lien shall be effective upon the recording of a Claim of Lien in the Public Records of Broward County, Florida, which Claim of Lien shall state all amounts due and owing to CITY. The Lien may be foreclosed by CITY in the same manner as provided by law for foreclosure of mortgage liens. The Lien shall continue until payment to CITY of the amounts set forth in the Lien (at which time CITY shall record a satisfaction of such lien). In addition to the Lien, CITY shall have all other rights and remedies granted to it at law or in equity for OWNER' s failure to pay the fines owed or reimburse CITY for curative actions taken by CITY. CITY shall have all other rights and remedies granted to it at law or in equity for OWNER's failure to pay the fines owed or reimburse CITY for curative actions taken by CITY. The remedies found within this Section are cumulative. The exercise of one does not preclude the exercise of any other remedy.

- Agreement where the Improvement Area or any condition thereof presents an imminent threat to the health or safety of Persons or property, the CITY shall make reasonable efforts to provide telephone and fax or email notice to OWNER's Contact Person. If, following that notice, OWNER fails to take timely action to correct the emergency situation, and allowing the emergency situation to continue would pose an imminent threat to health or safety to Persons or property, CITY may undertake such limited actions as are necessary to eliminate the emergency; and CITY shall be entitled to recover its reasonable costs of cure or resolve the emergency from OWNER in accordance with provisions hereof. For the purposes of this Section, OWNER's Contact Person shall be Related Group, Attention: Jessica Melendez; telephone number (305) 460–9900; and e-mail address: JMelendez@relatedgroup.com. In the event the OWNER's Contact Person or any other information pertaining to the OWNER's Contact Person shall change, such change shall be provided to the CITY, in writing.
- 8. Damage to Public Property. In the event the use, operation, maintenance, repair, construction, demolition or reconstruction of the Improvements cause(s) any damage whatsoever to any other public property, then OWNER shall be responsible for the cost of repair and shall, at CITY's option, make said repairs, subject to CITY's reasonable satisfaction.

9. Notices.

- (a) Except as provided in subparagraph (c) below, whenever it is provided herein that notice, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other, or either of the parties shall desire to give or serve upon the other any notice, demand, request or other communication with respect hereto or with respect to any matter set forth in the Agreement or this Assumption Agreement, each such notice, demand, request or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be given by hand delivery, or by a nationally recognized overnight courier, or by mailing the same by registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the address set forth below, or at such other address or addresses and to such other person or firm as OWNER may from time to time designate by notice as herein provided.
- (b) All notices, demands, requests or other communications hereunder shall be deemed to have been given or served for all purposes hereunder upon receipt if by hand delivery, or upon one (1) business day after deposit with such overnight courier as required above, or upon two (2) business days after deposit with the United States mail, postage prepaid, in the manner aforesaid, provided, however, that for any distance in excess of five hundred (500) miles, air mail service or Federal Express or similar carrier shall be utilized, if available.

AS TO CITY: Nixon Lebrun, Director of Building, Planning & Zoning

City of Miramar

2200 Civic Center Place Miramar, FL 33025

With copy to: Dr. Roy L. Virgin, City Manager

City of Miramar

2300 Civic Center Place Miramar, FL 33025

AS TO OWNER: RD Miramar Manor, LLC

ATTN: Steven Petterson

2850 Tigertail Avenue, Suite 1650

Miami, FL 33133

- (c) As to activities under Paragraph 8, Emergencies, notice need not be given in accordance with subparagraph (a) above, but notice shall be sufficient if given to the Contact Person pursuant to Paragraph 8, Emergencies.
- 10. Independent Contractor. As between CITY and OWNER, OWNER is an independent contractor under this Assumption Agreement. In providing such services, neither OWNER nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to OWNER or OWNER's agents any authority of any kind to bind CITY in any respect whatsoever.
- 11. Joint Preparation. Each party and its counsel have participated fully in the review and revision of this Assumption Agreement and acknowledge that the preparation of this Assumption Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Assumption Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.
- 12. Interpretation of Agreement; Severability. This Assumption Agreement shall be construed in accordance with the laws of the State of Florida. If any provision hereof, or its application to any person or situation, is deemed invalid or unenforceable for any reason and to any extent, the remainder of this Assumption Agreement or the application of the remainder of the provisions, shall not be affected. Rather, this Assumption Agreement is to be enforced to the extent permitted by law. The captions, headings and title of this Assumption Agreement are solely for convenience of reference and are not to affect its interpretation. Each covenant, term, condition, obligation or other provision of this Assumption Agreement is to be construed as a separate and independent covenant of the party who is bound by or who undertakes it, and each is independent of any other provision of this Assumption Agreement, unless otherwise expressly provided. All terms and words used in this Assumption Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and other gender, as the context requires.

- 13. Successors. This Assumption Agreement shall be binding on and inure to the benefit of the parties, their successors and assigns. It is intended that this Assumption Agreement and the rights and obligations set forth herein shall run with the land and shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.
- 14. No Waiver of Sovereign Immunity. Nothing contained in this Assumption Agreement is intended to serve as a waiver of sovereign immunity by the City to which sovereign immunity may be applicable.
- 15. Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Assumption Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based on this Agreement. Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.
- 16. Non-Discrimination. OWNER shall not discriminate against any Person in the performance of duties, responsibilities and obligations under this Assumption Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.
- 17. Records. Each party shall maintain its own respective records and documents associated with this Assumption Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Chapter 119, Florida Statutes as applicable, and any resultant award of attorney's fees for non-compliance with that law.
- 18. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Assumption Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 19. Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Assumption Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Assumption Agreement shall not be deemed a waiver of such provision or modification of this Assumption Agreement. A waiver of any breach of a provision of this Assumption Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Assumption Agreement.
- 20. Governing Law. This Assumption Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Assumption Agreement and any action involving the enforcement or interpretation of any rights hereunder, shall be brought exclusively in the state courts of the

Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Assumption Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. By entering into this Assumption Agreement, CITY and OWNER hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to the Agreement or this Assumption Agreement or any acts or omissions in relation thereto.

- 21. Recording. This Assumption Agreement shall be recorded in the Public Records of Broward County, Florida, the costs of which shall be borne by OWNER. OWNER shall record this Assumption Agreement with attached exhibits and a copy of the recorded Assumption Agreement shall be provided to City and filed with the City Clerk's Office.
- 22. Term. This Assumption Agreement shall continue in full force and effect until such time as the Agreement becomes null and void by removal of the Streetscape Improvements, by operation of law or in accordance with the terms of the Agreement, or is terminated by a court order or mutual agreement between OWNER, FDOT and CITY and no obligations lying thereunder survive such termination.
- 23. Assignment. OWNER may assign this Assumption Agreement without the prior written consent of the City to a transferee of the fee simple interest in the Property or to an owner responsible for the common areas of the Property (including a condominium association, homeowner's association or property owner's association), with written notice of such assignment and delivery of a copy of the written assumption of responsibilities executed by the assignor and recorded in the Public Records of Broward County, Florida. Upon such assignment and assumption, the assigning Owner shall be released from liability assumed by the assignee.
- 24. Police Power. Nothing herein shall be construed as a waiver of the City's police power. OWNER shall comply with the City's codes, ordinances and regulations with respect to installation and construction of the Streetscape Improvements. OWNER shall construct operate and maintain the Streetscape Improvements in compliance with all health, sanitary, fire, zoning and building code requirements and any other governing authority with jurisdiction over the Improvement Area and Improvements.
- 25. No Property Rights. OWNER expressly acknowledges that pursuant to the terms hereof, it gains no property right through this Assumption Agreement or the Agreement to the continued possession or use of the Improvements within the Improvement Area.

(SIGNATURES TO FOLLOW)

IN WITNESS WHEREOF, the undersigned does hereby warrant that they are authorized to enter into this Assumption of Liability and Hold Harmless Agreement by OWNER and the CITY OF MIRAMAR

Witnesses: (Witness #1 Signature) NATALL JULY (Print Name)	OWNER: RD MANOR MIRAMAR, LLC, a Florida limited liability Company By:
(Witness #2 Signature) Salvace Acce (Print Name)	Print Name: Steven Patterson Title: Authorized Representative
ACKNOWI	LEDGEMENT
STATE OF FLORIDA))SS: COUNTY OF MIAMI-DADE)	
\square online notarization, this $\underline{19}$ day of $\underline{\square}$	edged before by means of physical presence or U, 2025, by Steven Patterson as Authorized Florida limited liability company. She is personally cense as identification.
Bonded through National Notary Assn.	OTARY PUBLIC int Name: 0100 (1, 20)

CITY OF MIRAMAR, FLORIDA

By: Dr. Roy L. Virgin, City	Manager Date:
ATTEST:	
Denise A. Gibbs, City Cler	k
Approved as to form and lefter the use of and reliance	egal sufficiency by the City of Miramar only:
By Austin Pamies Norris Wee City Attorney	ks Powell, P.L.L.C
STATE OF FLORIDA COUNTY OF BROWARD))SS:)
or □online notarization, this	nent was acknowledged before me by means of \square physical presenceday of, 2025, by Dr. Roy L.Virgin, City Manager of the bal corporation of the State of Florida. He is personally known to driver's license as identification.
	NOTARY PUBLIC Print Name: My Commission Expires:

EXHIBIT "A"

LEGAL DESCRIPTION

A portion of Tract "A" MIRAMAR TOWN CENTER PLAT, according to the plat thereof as recorded in Plat Book 172, Pages 141 and 142 of the Public Records of Broward County, Florida, described as follows: COMMENCE at the most southerly southeast corner of Tract "A"; thence along the South line of said Tract "A" on a plat bearing of North 65°11'09" West 436.24 feet to the POINT OF BEGINNING; thence continue along said south line North 65°1/1'09" West 353.39 feet; thence North 24°48'51" East, along the East right-of-way of Civic Center Place, as recorded at Instrument Number 116369285, Broward County Records, 87.19 feet; thence North 10°58'03" East, 58.00 feet; thence North 22°21'41" East; 13.81 feet to a point of curvature of a curve, concave to the South, having a radius of 15.00 feet and a central angle of 60°55'45"; thence Northeasterly an arc distance of 15.95 feet; thence North 24°48'51" East, 28.49 feet to a point of curvature of a curve concave to the East, a radial bearing to said point of South 56°16'50" West, said curve having a radius of 15.00 feet and a central angle of 58°32'15"; thence Northerly an arc distance of 15.33 feet to a point of tangency; thence North 24°48'51" East, 11.21 feet to a point of curvature of a curve concave to the South, said curve having a radius of 3.00 feet and a central angle of 90°00'00"; thence Northeasterly an arc distance of 4.71 feet to a point of tangency; thence South 65°11'09" East, 4.17 feet; thence North 24°48'51" East, 43.00 feet; thence North 65°11'09" West, 4.17 feet to a point of curvature of a curve, concave to the East, having a radius of 3.00 feet and a central angle of 90°00'00"; thence Northerly an arc distance of 4.71 feet to a point of tangency; thence North 24º48'51" East, 38.22 feet to a point of curvature of a curve, concave to the South, having a radius of 3.00 feet and a central angle of 90°00'00"; thence Northeasterly an arc distance of 4.71 feet to a point of tangency; thence South 65°11'09" East, 4.17 feet; thence North 24°48'51" East, 67.00 feet; thence North 65°11'09" West, 4.17 feet to a point of curvature of curve, concave to the East, having a radius of 3.00 feet and a central angle of 90°00'00"; thence Northerly an arc distance of 4.71 feet to a point of tangency; thence North 24°48'51" East, 20.41 feet to a point of curvature of a curve concave to the Southeast, having a radius of 14.00 feet and a central angle of 60°48'09"; thence Northeasterly an arc distance of 14.86 feet; thence North 24°48'51" East, 10.88 feet; the previous twenty one courses and distances being along the said East right-of-way of Civic Center Place; to a point on a 14.33 foot radius non-tangent curve concave to the south whose radius point bears South 07°36'07" East; thence easterly along said curve through a central angle of 32°24'58" an arc distance of 8.11 feet to a point of tangency; thence South 65°11'09" East 17.34 feet; thence South 20°11'09" East 9,90 feet; thence South 65°11'09" East 44.89 feet; thence North 24°48'51" East 4.00 feet to a point of curvature of a 2.33 foot radius curve concave to the south; thence easterly along said curve through a central angle of 90°00'00" an arc distance of 3.66 feet to a point of tangency; thence South 65°11'09" East 20.00 feet to a point of curvature of a 2.33 foot radius curve concave to the west; thence southerly along said curve through a central angle of 90°00'00" an arc distance of 3.66 feet to a point of tangency; thence South 24°48'51" West 4.00 feet; thence South 65°11'09" East 204.67 feet; thence North 24°48'51" East 4.00 feet to a point of curvature of a 2.33 foot radius curve concave to the south; thence Easterly along said curve through a central angle of 90°00'00" an arc distance of 3.66 feet to a point of tangency; thence South 65°11'09" East 29.50 feet to a point of curvature of a 2.33 foot radius curve concave to the west; thence southerly a long said curve through a central angle of 90°00'00" an arc distance of 3.66 feet to a point of tangency; thence South 24°48'51" West 4.00 feet; thence South 65°11'09" East 44.94 feet; thence North 69°48'51" East 9.90 feet; thence South 65°11'09" East 21.72 feet to a point of curvature of a 14.33 foot radius curve concave to the west; thence southerly along said curve through a central angle of 90°00'00" an arc distance of 22.51 feet to a point of tangency; thence South 24°48'51" West 21.72 feet; thence South 69°48'51" West 9.90 feet; thence South 24°48'51" West 15.97 feet to a point of curvature of a 191.33 foot radius curve concave to the northwest; thence southwesterly along said curve through a central angle of 15°40'02" an arc distance of 52.32 feet to a point of tangency; thence South 40°28'53" West 197.08 feet to a point of curvature of a 198.67 foot radius curve to the southeast; thence

southwesterly along said curve through a central angle of 15°40'02" an arc distance of 54.32 feet to a point of tangency; thence South 24°48'51" West 20.73 feet to a point of curvature of a 80.00 foot radius curve concave to the east;" thence southerly along said curve through a central angle of 22°12'41" an arc distance of 31.01 feet to a point of reverse curvature of a 14.33 foot radius curve concave to the west having a central angle of 22°12'41"; thence southerly along said curve an arc distance of 5.56 feet to a point of tangency; thence South 24°48'51" West 18.68 feet to the POINT OF BEGINNING.