

RETURN to:
City Attorney's Office
200 N.W. 1st Avenue
Delray Beach, FL 33444

PCN: 12-43-46-16-P7-001-0020
Address: 777 E. Atlantic Avenue

LANDSCAPE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20__ by and between the **City of Delray Beach**, a Florida municipal corporation of the State of Florida, whose address is 100 NW 1st Avenue, Delray Beach, Florida 33444 (the "City") and **Edwards Intracoastal, LLC**, whose address is 495 S. High Street, Suite 150, Columbus, Ohio 43215 (the "Owner").

WITNESSETH:

WHEREAS, to provide landscaping in the City, the City Commission has adopted ordinances setting forth requirements for landscaping; and

WHEREAS, the Owner owns a parcel of land with a street address of 777 E. Atlantic Avenue, Delray Beach, Florida 33483 (the "Property"), as more particularly described in Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, to comply with the City's landscape Ordinance, Owner wants to install landscaping and/or hardscape material (the "Improvements") within the Florida Department of Transportation ("FDOT") right-of-way of East Atlantic Avenue abutting the Property (the "ROW Area"), pursuant to the terms of this Agreement; and

WHEREAS, FDOT requires the City to enter into an agreement requiring the City to install and maintain the Improvements in the ROW Area; and

WHEREAS, the City is required to indemnify and hold harmless FDOT for the Improvements and work performed in the ROW Area; and

WHEREAS, this Agreement requires Owner to hold harmless and defend the City for the installation and maintenance of the Improvements in the ROW Area; and

WHEREAS, this Agreement shall in no way be deemed an actual, constructive, or any other type of abandonment of City or FDOT public right-of-way; and

WHEREAS, the Owner acknowledges FDOT reserves the right at any time to utilize the ROW Area for right-of-way purposes; and

WHEREAS, the public will benefit from the beautification of areas along its streets by the addition of the Improvements; and

WHEREAS, this Agreement is not effective unless the Owner has submitted a landscape and/or site plan, obtained approval from the City and FDOT, and the appropriate amendment to the August 31, 2012, Maintenance Memorandum of Agreement between the City and FDOT has been fully executed; and

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

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The Parties hereby represent and warrant that the above recitals are accurate and correct and hereby incorporate them in this Agreement.

2. The Owner shall perform all conditions as required by FDOT, the City, or any Board of the City in conjunction with the site plan and review process for the required installation and maintenance of the Improvements. The Property and ROW Area shall have an approved landscape and/or site plan, attached hereto and incorporated herein as Exhibit "B".

3. The Owner shall be responsible for purchasing and installing all plant, tree, hedge, or grass material and any other hardscape material as required by the Owner's approved landscaping and/or site plan. Owner shall further be responsible for obtaining all permits and approvals from all applicable governmental agencies.

4. The Owner hereby agrees to maintain the Improvements in the right-of-way in accordance with the City's Ordinances, FDOT regulations, and the terms and conditions of this Agreement. The Owner shall be responsible to maintain, which means the proper watering and proper fertilization of all plants and keeping them as free as practicable from disease and harmful insects; to properly mulch the plant beds; to keep the premises free of weeds; to mow and/or cut the grass to a proper height; to properly prune all plants which includes (1) removing dead or diseased parts of plants, or (2) pruning such parts thereof which present a visual hazard for those using the roadway. To maintain also means removing or replacing dead or diseased plants in

their entirety or removing or replacing those that fall below original project standards. All plants removed for whatever reason shall be replaced by plants of the same grade, not necessarily the same plant but of acceptable quality to the City and the Owner, as specified in the original plans and specifications and of a size comparable to those existing at the time of replacement. To maintain also means to keep litter removed from the areas in the right-of-way. Plants shall be those items that would be scientifically classified as plants and include but are not limited to trees, grass, or shrubs.

5. If at any time after the execution of this Agreement by the Owner, it shall come to the attention of the City that the landscaping or hardscape is not properly maintained pursuant to the terms and conditions of this Agreement then the City may at its option issue a written notice that a deficiency or deficiencies exist, by sending a certified letter to the Owner. Thereafter, the Owner shall have a period of thirty calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the City may at its option, proceed as follows:

- (a) Maintain the landscaping or part thereof and invoice the Owner for expenses incurred, which, if unpaid, can be recorded as a lien against the Property;
- (b) Terminate this Agreement and require the Owner to comply with the City's current Ordinance on landscaping; or
- (c) Cite the Owner for failure to comply with the City's Ordinances.

6. At all times hereto, the Owner shall own and maintain all Improvements installed in the ROW Area.

7. If for any reason FDOT decides that it needs the ROW Area for any purpose this Agreement shall terminate, and the Owner shall be required to comply with the City's current Code of Ordinances. Owner shall remove all the Improvements from the right-of-way within 20 days of such notification, if so requested by the City.

8. Owner shall at all times hereafter indemnify, hold harmless and, at the City's option, defend or pay for an attorney selected by the City Attorney to defend City, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional or negligent act of, or omission of, Owner, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject

matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against City by reason of any such claim, cause of action or demand, Owner shall, upon written notice from City, resist and defend such lawsuit or proceeding by counsel satisfactory to City or, at City's option, pay for an attorney selected by City Attorney to defend City. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

9. The City hereby reserves the right to enforce this Agreement by pursuing any and all remedies provided by law or in equity. All of the remedies available to the City shall be cumulative, and the City's election to pursue any remedy shall not preclude the City for then or later pursuing any one or more other remedies

10. This Agreement shall constitute the entire Agreement of the parties with respect to the subject matter of it. All prior understandings and agreements between the parties with respect to such matters are merged into this Agreement, which alone fully and completely expresses their understanding.

11. Upon conveyance of the subject property to any future owner, this Agreement shall be deemed automatically assigned by the Owner to any such future owner of the Property, and such future owner shall be deemed to have assumed all the Owner's obligations hereunder. This Agreement may not otherwise be assigned or transferred by the Owner, in whole or part, without the written consent of the City.

12. This Agreement shall be binding on the Parties, their respective heirs, successors, legal representatives, and permitted assigns and shall be recorded in the Public Records of Palm Beach County and shall run with the land.

13. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

14. Owner shall be bound by all the terms and conditions regarding the ROW Area found in the Florida Department of Transportation, District Four (4) Landscape Inclusive Maintenance Memorandum of Agreement entered into by the City and FDOT on August 31, 2012, including any amendments thereto.

14 Any notice or communication under this Agreement shall be in writing and may be given by registered or certified mail. If given by registered or certified mail, the notice or communication shall be deemed to have been given and received when deposited in the United States Mail, properly addressed, with postage prepaid. If given otherwise, then by registered or certified mail, it should be deemed to have been given when delivered to and received by the party to whom it is addressed. The notices and communication shall be given to the particular parties at the following addresses:

City: City Manager
City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444

Owner: _____
Edwards Intracoastal, LLC
495 S. High Street, Suite 150
Columbus, Ohio 43215

Either party may at any time by giving ten (10) days written notice designate any other person or entity or any other address in substitution of the foregoing to which the notice or communication shall be given.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on their behalf this 3 day of December, 2024

WITNESSES:

[Signature]
Signature

Susan Wilgus
Print or Type Name

495 S. High St. #150
Columbus, OH 43215
Address

[Signature]
Signature

Karen A. Farrell
Print or Type Name

495 S. High St., Ste 150
Columbus, Ohio 43215
Address

STATE OF Ohio

COUNTY OF Franklin

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3 day of December, 2024, by Kimberly Ullé (name of person), as Vice President (type of authority) for Edwards Intracoastal, LLC (name of party on behalf of whom instrument was executed).

Personally known OR Produced Identification
Type of Identification Produced _____



Karen A Farrell
Notary Public, State of Ohio
My Commission Expires:
November 07, 2026

[Signature]
Notary Public – State of Ohio

OWNER: EDWARDS INTRACOASTAL, LLC

By: [Signature]
Signature

KIMBERLY ULLE
Print or Type Name

Vice President
Type of Authority

for
Company Name: EDWARDS INTRACOASTAL, LLC

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

Alexis Givings, Interim City Clerk

By: _____
Thomas F. Carney, Jr., Mayor

Approved as to legal form
and sufficiency:

Lynn Gelin, City Attorney

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EXHIBIT "A"
LEGAL DESCRIPTION OF REAL PROPERTY

EXHIBIT "A"

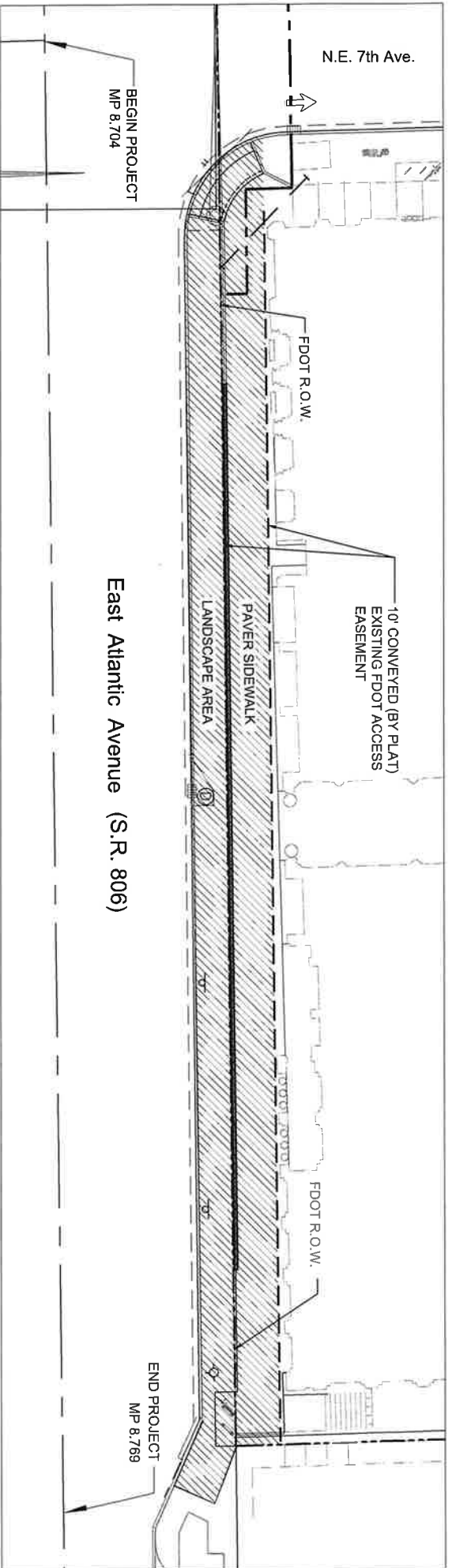
LEGAL DESCRIPTION

Situated in the County of Palm Beach, State of Florida, and described as follows:

All of Tract B, together with that portion of Tract A, "Atlantic Crossing", according to the plat thereof, as recorded in Plat Book 125 at pages 80 through 85 of the Public Records of Palm Beach County, Florida, lying East of the East line of the 40.00 foot road right-of-way for NE 7th Avenue, as abandoned per Official Records Book 23166 at page 1366 of said Public Records.

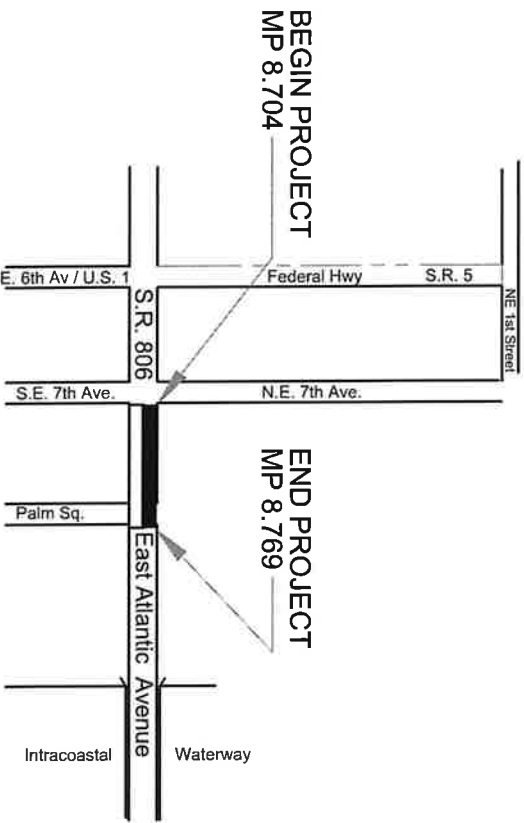
For reference purposes only: Parcel Nos. 12434616P70010020 and 12434616P70020000

EXHIBIT "B"
LANDSCAPE AND/OR SITE PLAN



S.R. 806 (EAST ATLANTIC AVENUE)
N.T.S.

Legend
 LIMITS OF MAINTENANCE BY CITY OF DELRAY BEACH

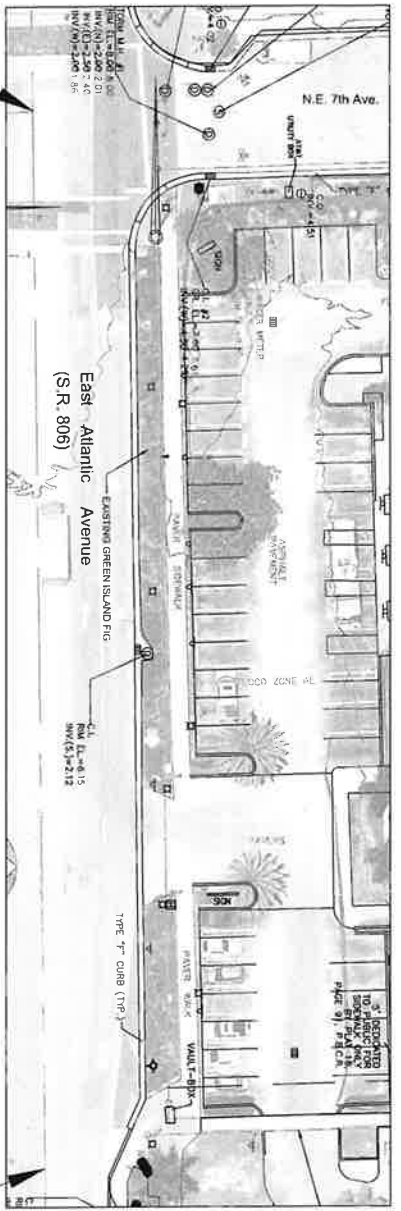


General Site Location Map
 35 mph is the design speed for
 State Road 806 (East Atlantic Avenue)

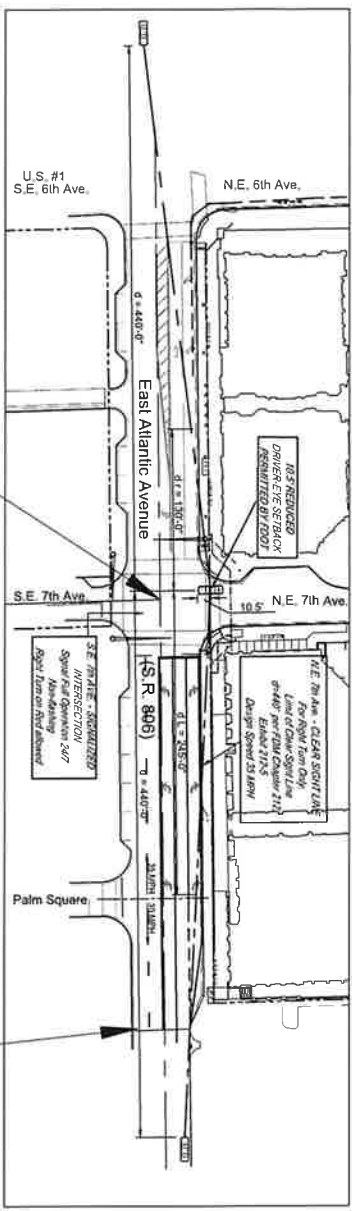
N.T.S.

**LANDSCAPE IMPROVEMENTS
 MAINTENANCE BOUNDARY MAP**

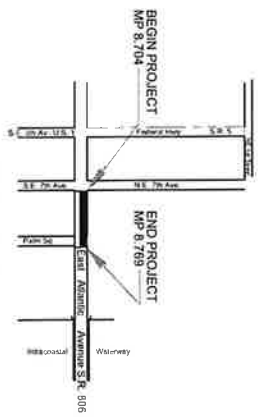
CITY OF DELRAY BEACH
 FDOT PERMIT 2023-L-496-00012
 STATE ROAD 806
 (ROADWAY ID: 93030000)
 APRIL 15, 2024



EXISTING CONDITIONS



4-LANE UNDIVIDED WITH LEFT TURN LANE



General Site Location Map
 35 mph is the design speed for State Road 806 (East Atlantic Avenue)

811
 Know what's below.
 Call before you dig.
 Call 811 or www.mhfl.com/811 for more information. Digging helps reduce or prevent utility outages. Check power or restricted areas before you dig.

Sheet Number	Sheet Title
LP-01	EXISTING CONDITIONS
LP-02	HARDSCAPE PLAN
LP-03	LANDSCAPE PLAN
LP-04	LANDSCAPE DETAILS
LP-05	IRRIGATION PLAN

EXISTING CONDITIONS PLAN
 East Atlantic Avenue (S.R. 809)
 North Side
 Delray Beach, Florida

GOVERNING STANDARD PLANS:
 Florida Department of Transportation, FY 2023-24 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs) are available at the following website: <https://www.fdot.gov/design/standards>

GOVERNING STANDARD SPECIFICATIONS:
 Florida Department of Transportation, FY 2023-24 Standard Specifications for Road and Bridge Construction at the following website: <https://www.fdot.gov/programmanagement/implemented/specbooks>

Design Speed = 35 MPH
 FDOT Landscape Permit Number 2023-L-496-00012

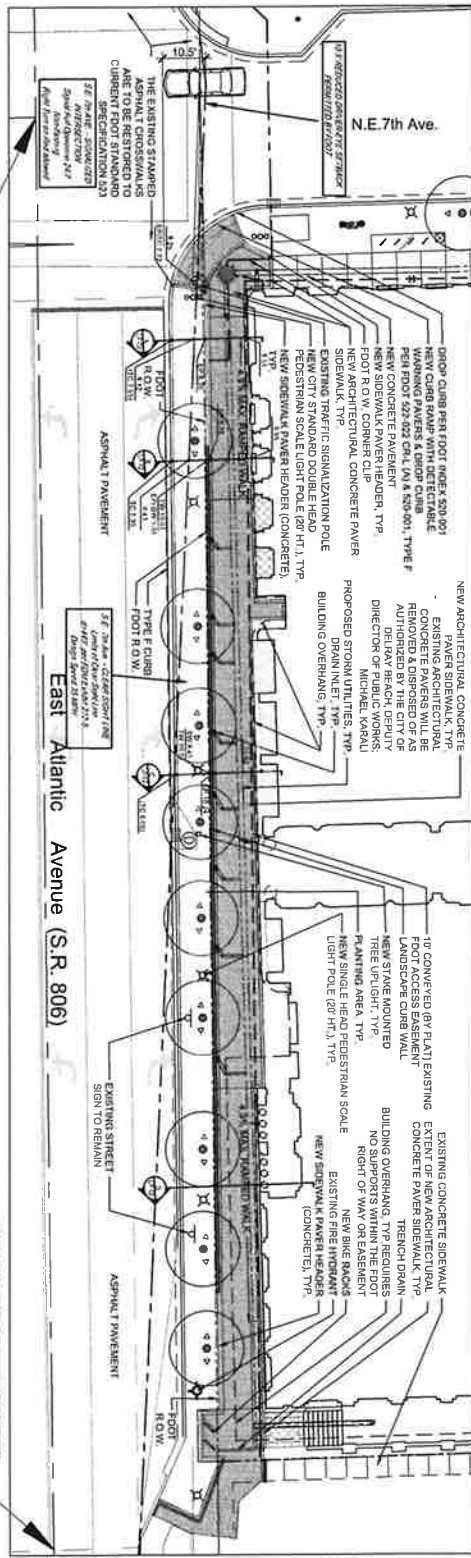


DATE PLOTTED: 03/18/2023
 PLOT NUMBER: d1107

EXISTING CONDITIONS
 DATE PLOTTED: 03/18/2023
LP-01
 SHEET 1 OF 5



PROJECT NAME:
ATLANTIC CROSSING
 EAST ATLANTIC AVENUE, LLC
 DELRAY BEACH, FL



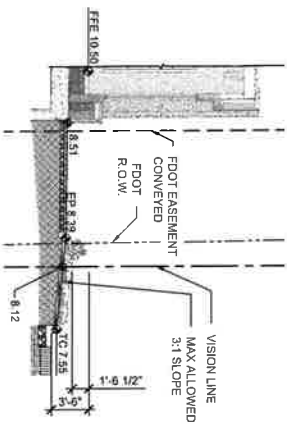
LANDSCAPE HARDSCAPE PLAN

FLDOT - GENERAL NOTES

- GOVERNING STANDARD PLANS: FLORIDA DEPARTMENT OF TRANSPORTATION, FY 2023-24 STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION AND MAINTENANCE (SECTION 205) ARE APPLICABLE AT THE FOLLOWING WEBSITE: <https://www.fdot.com/resources/standard-plans/>
- GOVERNING STANDARD SPECIFICATIONS: FLORIDA DEPARTMENT OF TRANSPORTATION, FY 2023-24 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (SECTION 600) ARE APPLICABLE AT THE FOLLOWING WEBSITE: <https://www.fdot.com/resources/specifications/>
- CONTRACTOR SHALL REPAIR ALL DAMAGE DONE TO FDOT PROPERTY DURING DEMOLITION, RELOCATION & FOR INSTALLATION ACTIVITIES AT HIS SOLE EXPENSE.
- ANY PLANT MATERIAL SUBSTITUTION WITHIN OR IMPACTING THE FOOT RIGHT OF WAY WHETHER REQUESTED BY THE CONTRACTOR OR LANDSCAPE ARCHITECT OR OTHER WILL BE AT THE CONTRACTOR'S RISK AND SUBJECT TO FDOT APPROVAL FROM THE FDOT DISTRICT LANDSCAPE ARCHITECT.
- ARCHITECTURAL PAVERS INSTALLATION FOR SIDEWALKS, MEDIAN DRIVEWAYS, OR ROADWAYS WITHIN THE FOOT RIGHT OF WAY SHALL COMPLY WITH FY 2023-24 FDOT STANDARD SPECIFICATION 526.
- OWNERSHIP OF ALL SUITABLE EXCAVATED MATERIALS AS DETERMINED BY THE DEPARTMENT SHALL REMAIN IN THE PROJECT CONTRACTOR'S POSSESSION UNTIL THE MATERIALS HAVE BEEN FULLY RELOCATED. THE MATERIALS SHALL BE HAULED BY THE PERMITTEE AT THEIR COST & EXPENSE FROM THE SITE TO THE PALM BEACH OPERATIONS CENTER, 7900 W FOREST HILL BLVD, OR STOCKPILED IN THOSE AREAS AS DIRECTED BY THE DEPARTMENT, INCLUDING ASPHALT MILLINGS.
- PATTERNED PAVEMENT INSTALLATION SHALL COMPLY WITH FY 2023-24 FDOT STANDARD SPECIFICATION 523. FRICTION TESTING WILL BE REQUIRED AT INTERVALS IN ACCORDANCE WITH FDOT FM 5592, ASTM E274, OR ASTM E1911. ALL COSTS FOR FRICTION TESTING WITHIN THE TRAVEL WAY ARE THE RESPONSIBILITY OF THE ASBCTO.

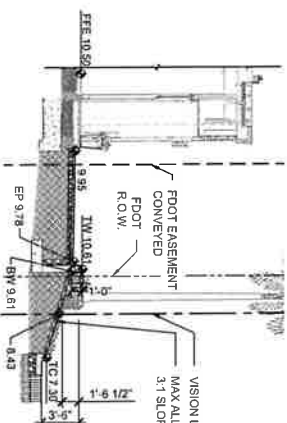
A SITE SECTION - ATLANTIC AVENUE

N.T.S.



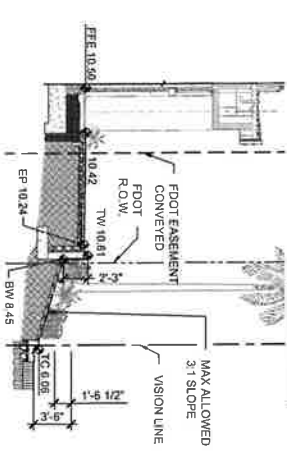
B SITE SECTION - ATLANTIC AVENUE

N.T.S.



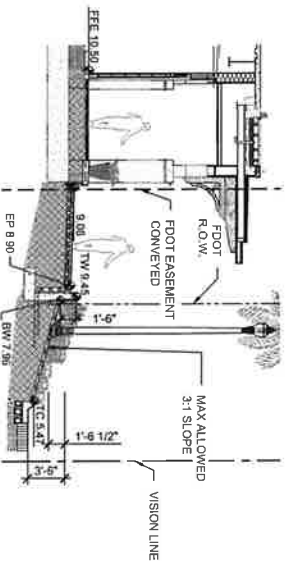
C SITE SECTION - ATLANTIC AVENUE

N.T.S.

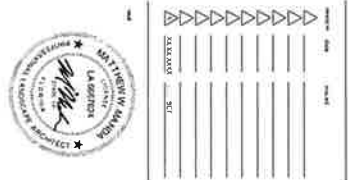


D SITE SECTION - ATLANTIC AVENUE

N.T.S.



FDOT Landscape Permit Number 2023-L-496-00012



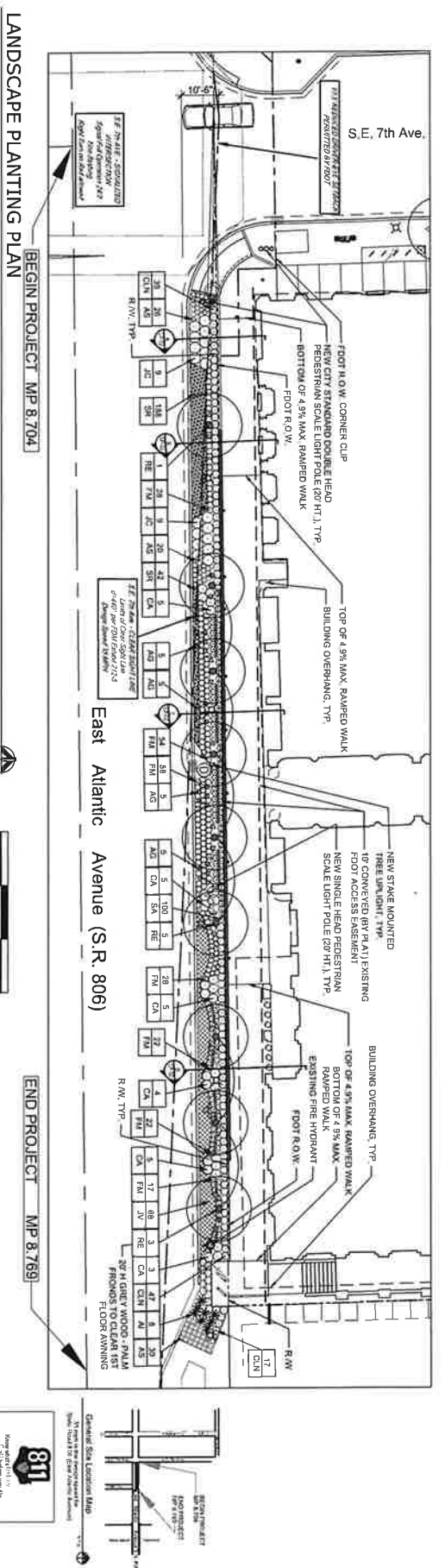


Project Name:
East Atlantic Avenue, LLC

Project Location:
ATLANTIC CROSSING

Prepared by:
Darryl Bunch, P.L.

LANDSCAPE PLAN East Atlantic Avenue (S.R. 809) North Side Delray Beach, Florida



East Atlantic Avenue (S.R. 809)

LANDSCAPE PLANTING PLAN
BEGIN PROJECT MP 8.704

SCALE: 1" = 30'-0"



END PROJECT MP 8.769



FDOT - GENERAL NOTES

1. GOVERNING STANDARD PLANS:
FLORIDA DEPARTMENT OF TRANSPORTATION, FY 2023-24 STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION AND CONSTRUCTION AT THE FOLLOWING WEBSITE: <https://www.flotrans.com/standardplans/>
2. GOVERNING STANDARD SPECIFICATIONS:
FLORIDA DEPARTMENT OF TRANSPORTATION, FY 2023-24 STANDARD SPECIFICATIONS AND BRIDGE CONSTRUCTION AT THE FOLLOWING WEBSITE: <https://www.flotrans.com/standard/specifications/>
3. CONTRACTOR SHALL REPAIR ALL DAMAGE DONE TO FOOT INSTALLATION ACTIVITIES AT HIS SOLE EXPENSE.
4. ANY PLANT MATERIAL SUBSTITUTION WITHIN OR IMPACTING THE FOOT RIGHT OF WAY, WHETHER REQUESTED BY THE OWNER OR OTHERWISE, SHALL BE APPROVED BY THE ARCHITECT. MEASUREMENTS FROM THE FOOT CENTERLINE TO THE FOOT DISTRICT BOUNDARY SHALL BE DETERMINED BY THE ARCHITECT.
5. ARCHITECTURAL PAVERS INSTALLATION FOR SIDEWALKS, MEDIAN, DRIVEWAYS OR ROADWAYS WITHIN THE FOOT RIGHT OF WAY SHALL BE IN ACCORDANCE WITH THE FOOT STANDARD SPECIFICATION 526.
6. OWNERSHIP OF ALL SUITABLE EXCAVATED MATERIALS, AS DETERMINED BY THE CONTRACTOR, SHALL REMAIN IN THE PROJECT. ALL EXCAVATED MATERIALS SHALL BE HAULED BY THE PERMITEE, AT THEIR COST & EXPENSE, FROM THE SITE TO THE PALM BEACH OPERATIONS CENTER, 7900 W FOREST HILL BLVD., OR STOCKPILED IN THOSE AREAS AS DIRECTED BY THE DEPARTMENT, INCLUDING ASPHALT MILLINGS.

FDOT PLANTING NOTES

1. FOR THE PORTION OF LANDSCAPE PLANT MATERIAL THAT WILL BE INSTALLED WITHIN THE FOOT RIGHT OF WAY, LANDSCAPE INSTALLATION SHALL BE IN ACCORDANCE WITH THE FOOT DISTRICT BOUNDARY SPECIFICATION 580. ONLINE REFERENCE: <https://www.flotrans.com/specifications/580.html>
2. FOR THE PORTION OF LANDSCAPE PLANT MATERIAL THAT WILL BE INSTALLED WITHIN THE FOOT DISTRICT BOUNDARY, LANDSCAPE INSTALLATION SHALL BE IN ACCORDANCE WITH THE LANDSCAPE INSTALLATION ONLINE REFERENCE: <https://www.flotrans.com/specifications/581.html>
3. IT IS RECOMMENDED THAT YOU VERIFY THE EXISTING SOIL CONDITIONS OF MEDIANS TO BE PLANTED PRIOR TO FINALIZING YOUR CONSTRUCTION DOCUMENTS. IF THE EXISTING SUBGRADE IS REPAIRED WITH FINISHING SOIL, AS FOLLOWS:
a. CONTRACTOR SHALL INSURE THAT ALL UNSUITABLE SOIL IS REPAIRED WITH FINISHING SOIL, AS FOLLOWS:
i. CONTRACTOR SHALL INSURE THAT ALL UNSUITABLE SOIL INCLUDING CONCRETE PAVEMENT ROAD BASE STONES OVER 3" INCLUDING AREAS TO BE PLANTED AND REPLACED WITH SPECIFIED FINISHING SOIL, E.G. 60% SAND AND 40% MUCK.
ii. AREAS TO BE PLANTED WITH SHRUBS AND/OR GRASS SHOULD BE COVERED WITH FINISHING SOIL TO A DEPTH OF 12" AND FINISHING SOIL FROM TOP OF CURB RESERVING 18" OVER 3" COMPACTED MULCH AND 1" CLEAR FROM TOP OF CURB.
iii. PLANTING PITS FOR TREES AND PALMS REMOVE COMPACTED SOIL WITHIN THE AREA OF EACH PLANTING PIT TO A DEPTH OF 24" FROM THE TOP OF CURB. FINISHING SOIL SHALL COME UP TO 4" FROM THE TOP OF CURB. PLANTING SOIL SHALL COME UP TO 4" MULCH, AND 1" CLEAR FROM TOP OF CURB.
4. CYPRESS MULCH IS NOT PERMITTED ON THE FOOT RIGHT OF WAY. MULCH PERMITTED TO BE USED ARE HARDWOOD MULCH OR PINE MULCH. ALL CYPRESS MULCHES, RECYCLED MULCH OR APPROVED SOIL PRESERVED MULCH SHALL BE INSTALLED WITHIN THE FOOT DISTRICT BOUNDARY. THE PERMITEE SHALL SUBMIT PROOF OF CERTIFICATION TO THE FOOT DISTRICT OPERATIONS PERMIT LANDSCAPE INSPECTOR UPON INSPECTION.

Plant Key

Quantity	Plan Symbol	Botanic Name / Common Name	Installation Specification	Mature Size	Degree of Drought Tolerance
20	AG	<i>Azadirachta indica</i> / Soil-Tip Agave	12" ht, 18" spx.	Maintain size at 3' ht.	VERY
76	AS	<i>Asparagus densiflorus 'Myers'</i> / Foxtail Asparagus Fan	10-12" spx., 15" o.c.	Maintain height between 1' and 1.5'	VERY
27	CA	<i>Cinnamomum splendens</i> / Queen Emma Lily	36" o.a., full	Maintain height between 3' and 4'	VERY
103	CLN	<i>Clusia rosea</i> Name / Reina Clusia	2' ht, 4.2' spx., 2' o.c.	Maintain at mature height; 2'	VERY
229	FM	<i>Ficus microcarpa</i> 'Green Island' / Green Island Fig	15" spx., full, 18" o.c.	Maintain at 2' height; full to ground	VERY
18	JC	<i>Jurupia conferta</i> / Shreve Juniper	12" ht, x 2' spx., 3' o.c.	Maintain at mature height of 1'	VERY
181	JV	<i>Jasminum villosum</i> / Wax Jasmine	15' o.a., full, 24' o.c.	Maintain height between 1' and 1.5'	VERY
9	RE	<i>Royalsonia elias</i> / Royal Palm	20' g.w. (grey wood), matched	Maintain mature height 50-80'; max. spread 15-25'	VERY
100	SA	<i>Scaevola taccada</i> / Trenchie Adiantum	2.5' ht., 7' gal., 18" o.c.	Maintain at mature height of 2.5'	VERY
230	SR	<i>Stadium nuda</i> / Anguile / Anguile Stadium	4' ht, 12" spx., 12" o.c.	Maintain at mature height of 6'	VERY

Abbreviations:
Drought tolerance is per "SRWMD" Xeriscape Plant Guide
C-L - clear link
ht - height
sp. - spread
g.w. - grey wood

NOTE:
A. MINIMUM VERTICAL CLEARANCE, AS REQUIRED BY FOOT MAINTENANCE RATING PROGRAM SHALL BE PROVIDED:
A. SIDEWALK = 6.5' MIN. VERTICAL CLEARANCE
B. ROADWAY = 14.5' MINIMUM VERTICAL CLEARANCE

NOTE:
THE CONTRACTOR IS RESPONSIBLE TO VERIFY ALL QUANTITIES AND REPORT ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECT.

DATE: 09/14/2023

PROJECT NO: 81910

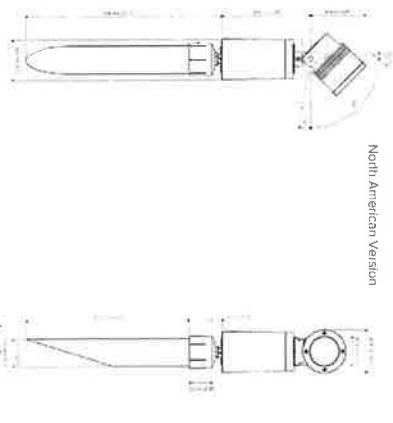


LANDSCAPE PLAN

LP-03
SHEET 3 OF 5

FDOT Landscape Permit Number 2023-L-496-00012

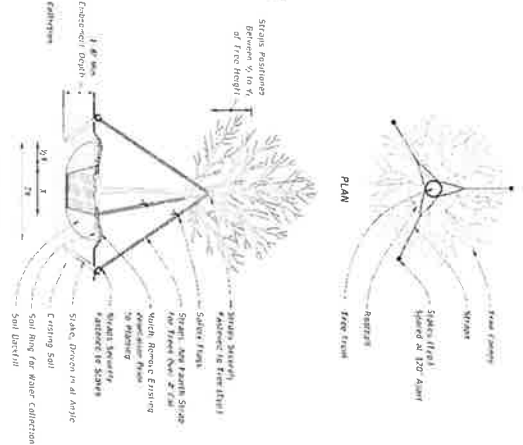
Know what's below.
Call before you dig.
Call 811 or your state's one-call center for
information on underground utilities. Call
before you dig to avoid damage to
existing underground utilities.
Call 811 before you dig. Call 811 before you dig.
Call 811 before you dig. Call 811 before you dig.



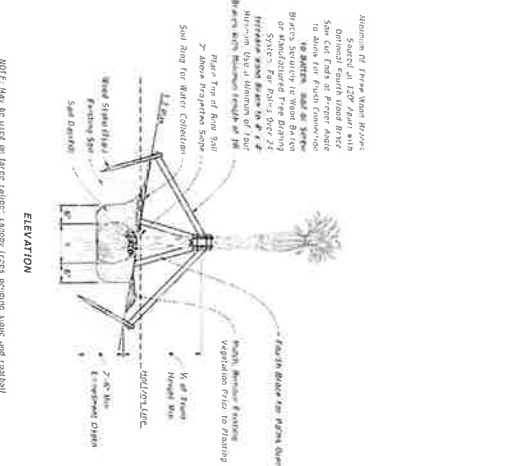
STREET MOUNTED TREE UPRIGHT

FDOT - GENERAL NOTES

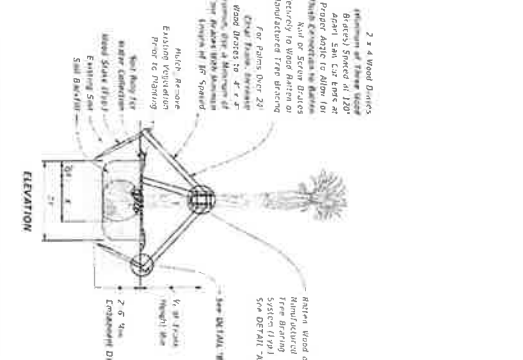
1. GOVERNING STANDARD PLANS: TRANSPORTATION, FY 2023/24 STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION AND APPLICABLE INTERIM REVISIONS (IRs) ARE AVAILABLE AT THE FOLLOWING WEBSITE: <https://www.floridadot.com/resources/standard-plans/>
2. GOVERNING STANDARD SPECIFICATIONS: DIVISION 2000 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AT THE FOLLOWING WEBSITE: <https://www.floridadot.com/resources/specifications/>
3. CONTRACTOR SHALL REPAIR ALL DAMAGE DONE TO FOOT PROPERTY DURING DEMOLITION, RELOCATION, OR INSTALLATION ACTIVITIES AT HIS SOLE EXPENSE.
4. ANY PLANT MATERIAL SUBSTITUTION WITHIN OR IMPACTING THE FOOT RIGHT-OF-WAY SHALL BE RECORDED BY THE ARCHITECT AND NEED TO GET APPROVAL FROM THE FOOT DISTRICT LANDSCAPE ARCHITECT.
5. ARCHITECTURAL PAVERS: INSTALLATION FOR SIDEWALKS OF WAY SHALL COMPLY WITH FY 2023/24 FDOT STANDARD SPECIFICATION 526.
6. OWNERSHIP OF ALL SUITABLE EXCAVATED MATERIALS, AS DETERMINED BY THE DEPARTMENT OF REPAIRS, SHALL BE HANDED BY THE PERMITTEE, AT THEIR COST & EXPENSE FROM THE SITE TO THE PALM BEACH OPERATIONS CENTER 7800 W FOREST HILL BLVD., OR STOCKPILED IN THOSE AREAS AS DIRECTED BY THE DEPARTMENT, INCLUDING ASPHALT MILLINGS.



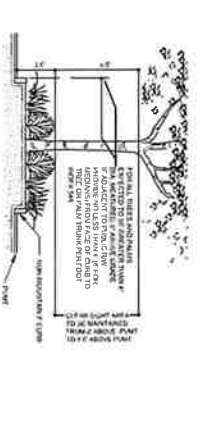
2 1/2" TO 6" CALIPER TREE PLANTING ON SLOPE



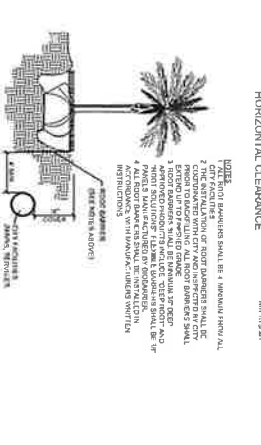
2 x 4 Wood Brace



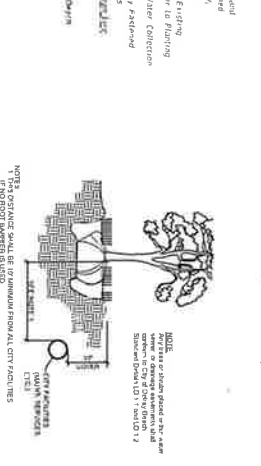
2 x 2 Wood Brace



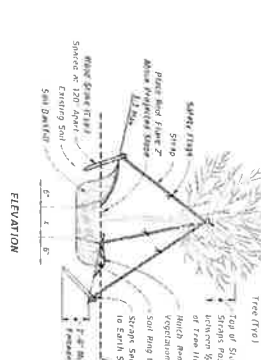
SECTION CLEAR SIGHT TRIANGLE AND HORIZONTAL CLEARANCE



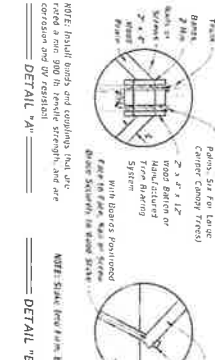
TYPICAL TREE WITHOUT ROOT BARRIER D.12



TYPICAL SOIL AT CURB



2 1/2" TO 6" CALIPER TREE PLANTING ON SLOPE



DETAIL "A" / DETAIL "B"

MRSK
LANDSCAPE ARCHITECTURE • 1550 N.W. 14th Avenue
482 SOUTH LUDLOW AVENUE
MIAMI, FLORIDA 33136
954.467.2276 • MRSK@MRSK.COM

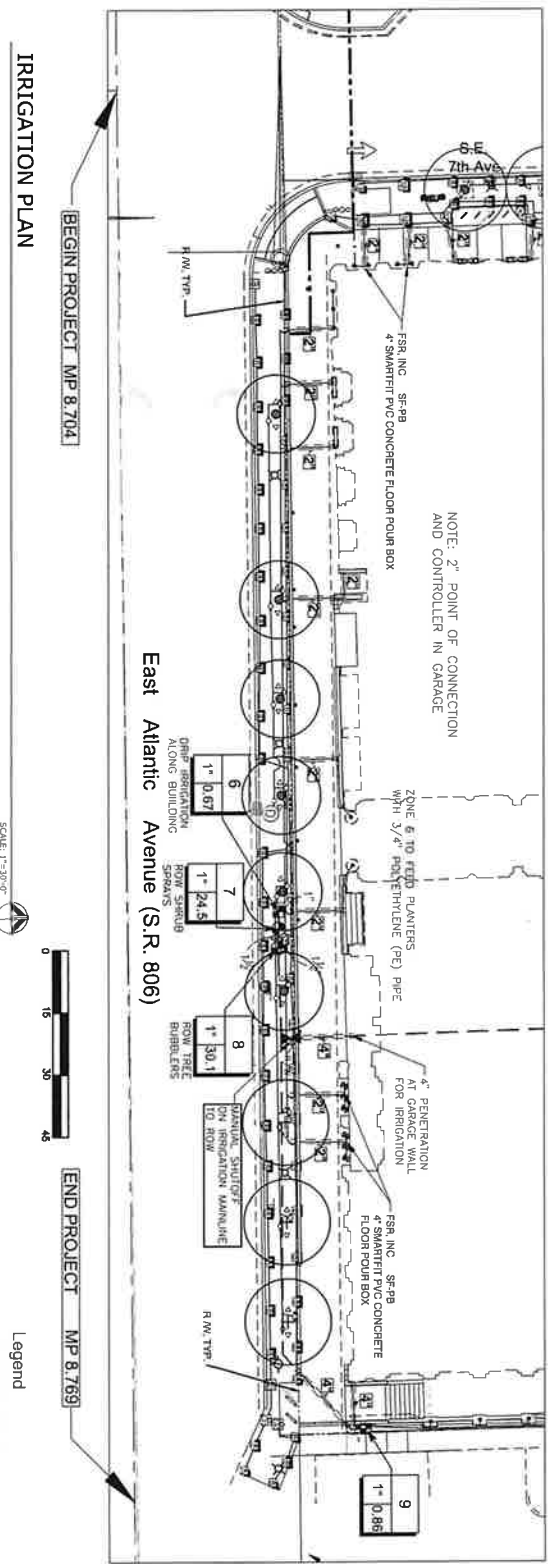
ATLANTIC CROSSING
Delray Beach, FL

LANDSCAPE DETAILS & NOTES
East Atlantic Avenue (S.R. 809)
North Side
Delray Beach, Florida

FDOT Landscaping Permit Number 2023-1-496-00012

LP-04
SHEET 4 OF 5

NOTE: 2" POINT OF CONNECTION AND CONTROLLER IN GARAGE



SCALE: 1"=30'-0"

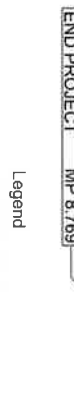
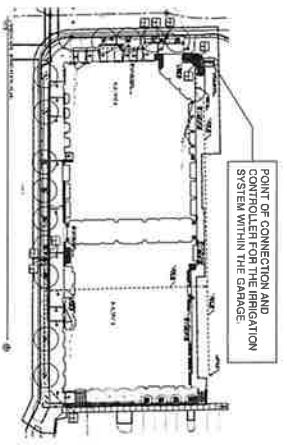


FIG. 0.1 - GENERAL NOTES

1. GOVERNING STANDARD PLANS: FLORIDA DEPARTMENT OF TRANSPORTATION, FY 2023-24 STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION AND STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION AND FOLLOWING WEBSITE: <https://www.flhwy.com/standard-plans/>
2. GOVERNING STANDARD SPECIFICATIONS: FLORIDA DEPARTMENT OF TRANSPORTATION, FY 2023-24 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AT THE FOLLOWING WEBSITE: <https://www.flhwy.com/specifications/>
3. CONTRACTOR SHALL REPAIR ALL DAMAGE DONE TO FOOT PATHWAY DURING RECONSTRUCTION FOR INSTALLATION ACTIVITIES AT HIS SOLE EXPENSE.
4. ANY PLANT MATERIAL SUBSTITUTION WITHIN OR IMPACTING THE CONTRACTOR'S RESPONSIBILITY SHALL BE APPROVED BY THE ARCHITECT.
5. ARCHITECTURAL PAVERS INSTALLATION FOR SIDEWALKS, MEDIAN DRIVEWAYS OR ROADWAYS WITHIN THE FOOT RIGHT SPECIFICATION 526.
6. OWNERSHIP OF ALL SUITABLE EXCAVATED MATERIALS, AS DETERMINED BY THE DEPARTMENT, SHALL REMAIN IN THE PROJECT OWNER'S POSSESSION. EXCAVATED MATERIALS SHALL BE HAULED BY THE PERMITTEE, AT THEIR COST & EXPENSE FROM THE SITE TO THE PALM BEACH OPERATIONS CENTER, 7900 W FOREST HILL BLVD., OR STOCKPILED IN THOSE AREAS AS DIRECTED BY THE DEPARTMENT, INCLUDING ASPHALT MILLINGS.

FIG. 0.1 - IRRIGATION NOTES

- 1.) THE IRRIGATION SYSTEM SHALL USE THE LOWEST QUALITY WATER AVAILABLE WHICH ADEQUATELY AND SAFELY MEETS THE WATER NEEDS OF THE SYSTEM. STORM WATER, RECLAIM WATER, OR GREY WATER IRRIGATION SHALL BE USED WHENEVER POSSIBLE.
- 2.) THE FOOT REQUIRES 24-HOUR EMERGENCY ACCESS TO WATER SOURCE.
- 3.) CONTRACTOR SHALL PROVIDE THE FOOT DISTRICT OPERATIONS MANAGER WITH A SET OF "AS-BUILT" IRRIGATION PLANS.
- 4.) SHOULD THE EXISTING IRRIGATION SYSTEM NOT BE FUNCTIONAL FOR THE TIME DURING CONSTRUCTION, ENSURE THAT MEASURES ARE TAKEN TO WATER LANDSCAPE AREAS OUTSIDE THE RENOVATION AREA DEPENDING ON HOW THE SYSTEM IS ZONED.
- 5.) NOTE THAT 10% COVERAGE MUST BE ACHIEVED IN THE LANDSCAPE AREAS WHERE EXISTING IRRIGATION MODIFICATIONS OCCUR.
- 6.) TO ENSURE THE ENTIRE EXISTING IRRIGATION SYSTEM IS RESTORED TO ORIGINAL OPERATIONAL CAPABILITY, THE CONTRACTOR SHALL BE REQUIRED TO PERFORM A PRE-CONSTRUCTION VISUAL INSPECTION AND PERFORMANCE TEST TO DOCUMENT THE CONDITION OF THE EXISTING SYSTEM. ANY REPAIRS THAT ARE REQUIRED TO THE EXISTING SYSTEM TO RESTORE ANY EXISTING OR PROPOSED COMPONENTS THAT ARE DAMAGED DURING CONSTRUCTION OR THE WARRANTY PERIOD WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE ENTIRE SYSTEM MUST BE RESTORED TO THE SAME CONDITION IT WAS IN BEFORE THE START OF CONSTRUCTION.



IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL
	Toro 570Z-12P ADJ
	Toro 570Z-12P Shrub Strip Spray
	Irritrol 533
	MANUFACTURER/MODEL
	Irrigation Lateral Line: 1" PVC

Class 200 SDR 21

NOTE:
 1. ALL INSTALLED EQUIPMENT SHALL MATCH EXISTING.
 2. THE IRRIGATION PLAN IS SCHEMATIC. IRRIGATION CONTRACTOR SHALL PROVIDE THE IRRIGATION PLAN TO THE ARCHITECT WITH ALL MANUFACTURER HEADS SHALL BE IDENTIFIED AND MANUFACTURER SHALL BE IDENTIFIED. NOZZLE TRAJECTORIES OR SPRAY PATTERN NOTED ON THE PLAN MAY BE REQUIRED. MINOR RELOCATION OF EXISTING HEADS MAY ALSO BE NECESSARY TO ACHIEVE ABOVE. FLUSH IMPACTED ZONES TO CLEAR DEBRIS AND INSURE THERE ARE NO CLOGGED HEADS.

FDOT Landscape Permit Number 2023-L-496-00012



Edward Atlantic Avenue, LLC
 PROJECT: ATLANTIC CROSSING
 Delray Beach, FL

LANDSCAPE IRRIGATION PLAN
 East Atlantic Avenue (S.R. 809)
 North Side
 Delray Beach, Florida

IRRIGATION PLAN

LP-05
 SHEET 5 OF 5