

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

PCN: 12-43-46-16-Q8-000-0010
Address: 204 Osceola Park Lane, Delray Beach, FL

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 ("City"), whose address is 100 NW 1st Avenue, Delray Beach, Florida 33444, and **Centennial Investments, DB, LLP**, a Florida limited liability partnership ("Owner"), whose address is 370 Camino Gardens Blvd., Suite 403, Boca Raton, FL 33432.

WITNESSETH:

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

WHEREAS, to comply with the City's landscape Ordinance, Owner shall be allowed to install landscaping material within the right-of-way of S.E. 2nd Street and Osceola Park Lane ("ROW Area"), pursuant to the terms of this Agreement; and,

WHEREAS, this Agreement shall in no way be deemed an actual, constructive, or any other type of abandonment by the City of the public right-of-way of S.E. 2nd Street and Osceola Park Lane; and,

WHEREAS, the City reserves the right at any time to utilize the right-of-way for right-of-way purposes; and,

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

WHEREAS, this Agreement is not effective unless the Owner has submitted a landscape plan and it has been approved by the City; 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 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 landscaping. The subject property, further described in Exhibit "A", shall have an approved landscape plan, Exhibit "B", attached hereto and incorporated herein by reference.

3. The Owner shall be responsible for purchasing and installing all plant, tree, hedge or grass material or any other material as required by the Owner's approved landscaping 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 plantings in the right-of-way in accordance with the City's Ordinances 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 landscaped areas in the right-of-way. Plants shall be those items which 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 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.
- (b) Terminate this Agreement and require the Owner to comply with the City's current Ordinance on landscaping.
- (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 landscaping installed in the ROW Area.

7. If for any reason the City decides that it needs the right-of-way of S.E. 2nd Street or Osceola Park Lane for any public purpose this Agreement shall terminate, and the Owner shall be required to comply with the City's current Code of Ordinances regarding landscape requirements. Owner shall remove all landscaping 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. 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.

10. 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 subject 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.

11. 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.

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

13 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: Anthony M. Stern
Centennial Investments, DB, LLP
370 Camino Gardens Boulevard, Suite 403
Boca Raton, Florida 33432

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.

IN WITNESS WHEREOF, said Owner has signed and sealed these presents the day and year first above written.

WITNESSES:

**OWNER CENTENNIAL INVESTMENTS DB,
LLP, a Florida limited liability partnership**

Signature

Michelle M. Hewitt

Name

1515 S. Federal Hwy, Suite 106
Address BOCA RATON, FL 33432

By: Centennial Investments, LLC, a Florida limited liability company, as Managing Partner

By: Tony Stern Consultancy, LLC, a Kansas limited liability company, as Manager for Centennial Investments, LLC

By: [Signature]

Name: Anthony M. Stern

Title: Sole Member

for

Company: Tony Stern Consultancy, LLC

Date: 1 JUNE 2025

Signature

ROBERT I. MACLAREN II

Name

1171 S.W. 8TH STREET
Address BOCA RATON, FLORIDA 33486

Address

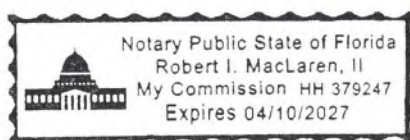
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1ST day of JUNE, 2025 by Anthony M. Stern (name of person), as Sole Member (type of authority) of Tony Stern Consultancy, LLC, a Kansas limited liability company, the Manager of CENTENNIAL INVESTMENTS, LLC, a Florida limited liability company, as the Managing Partner of CENTENNIAL INVESTMENTS DB, LLP, a Florida limited liability partnership (name of party on behalf of whom instrument was executed).

Personally known ☒ OR Produced Identification ☐

Type of Identification Produced [Signature]

[Signature]
Notary Public – State of Florida



ATTEST:

CITY OF DELRAY BEACH, FLORIDA

Alexis Givings, City Clerk

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

Approved as to Form:

Lynn Gelin, Esq., City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION OF REAL PROPERTY

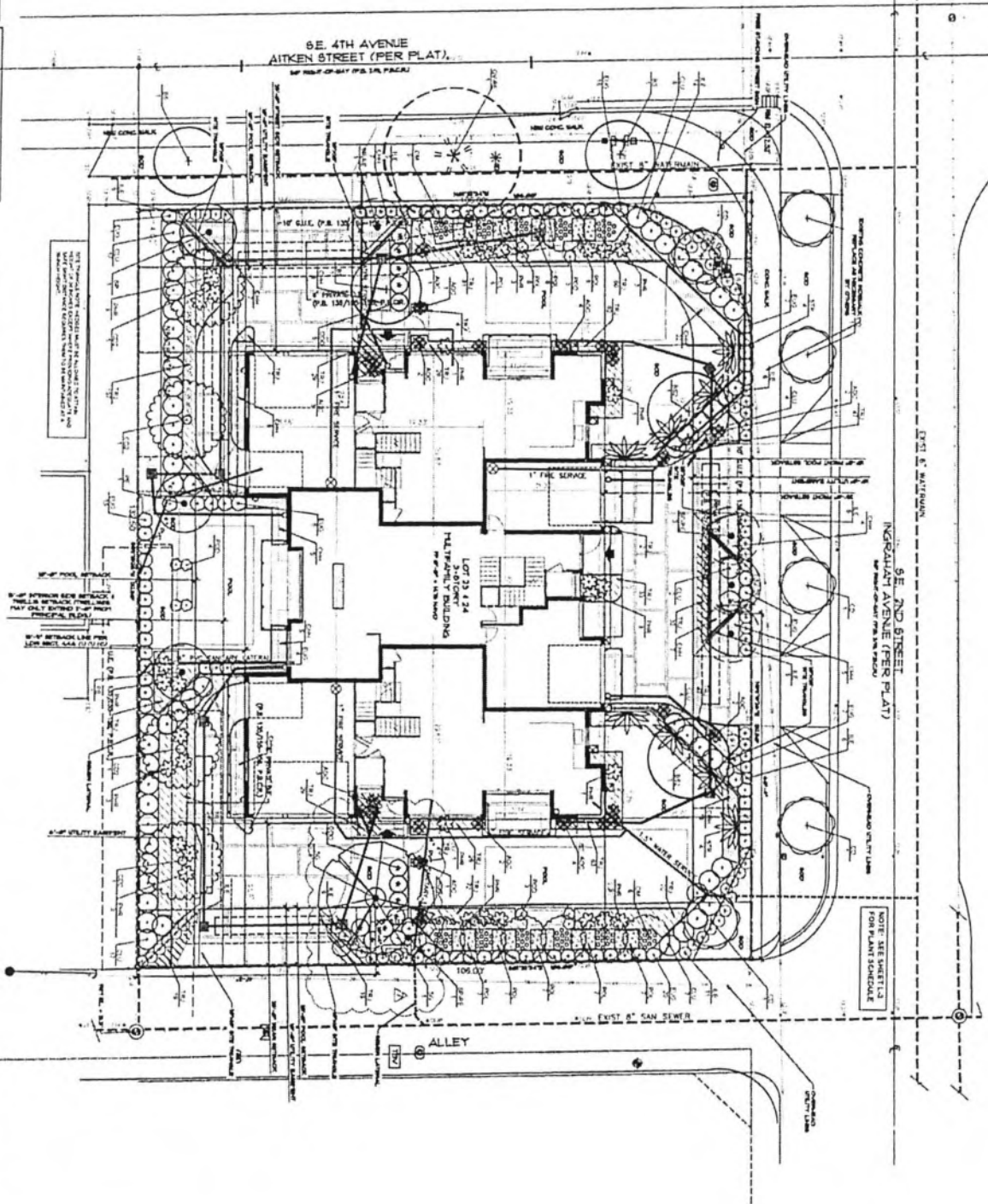
Unit 1, CENTENNIAL SQUARE, according to the Plat thereof as recorded in Plat Book 135, Pages 155 and 156, of the Public Records of Palm Beach County, Florida.

**EXHIBIT “B”
LANDSCAPE PLAN**

This drawing is an instrument of personal copyright. It shall remain the direct property of the artist. It shall be reproduced in print or otherwise without payment of any fee.

THIS DRAWING HAS NOT BEEN REVIEWED
BY A STRUCTURAL ENGINEER
VERIFY WITH STRUCTURAL ENGINEER
PRIOR TO CONSTRUCTION

REFER TO VENDORS FOR ALL INSTALLATION
MATERIALS AND PROCEDURES FOLLOW ALL
MANUFACTURER'S INSTALLATION INSTRUCTIONS



Construction Set
10/03/2023



Drawing Title
Preliminary
Landscape
Plan

Sheet
L-2

Delray Beach Townhomes

Unit #3-201 SE 4th Ave., Unit #1-204 Osceola Park Lane +
Unit #2-408 SE 2nd Street
Dayton Beach, FL 32182

Digitally
signed by
Kerell
Winkland
Date:
2023.10.11
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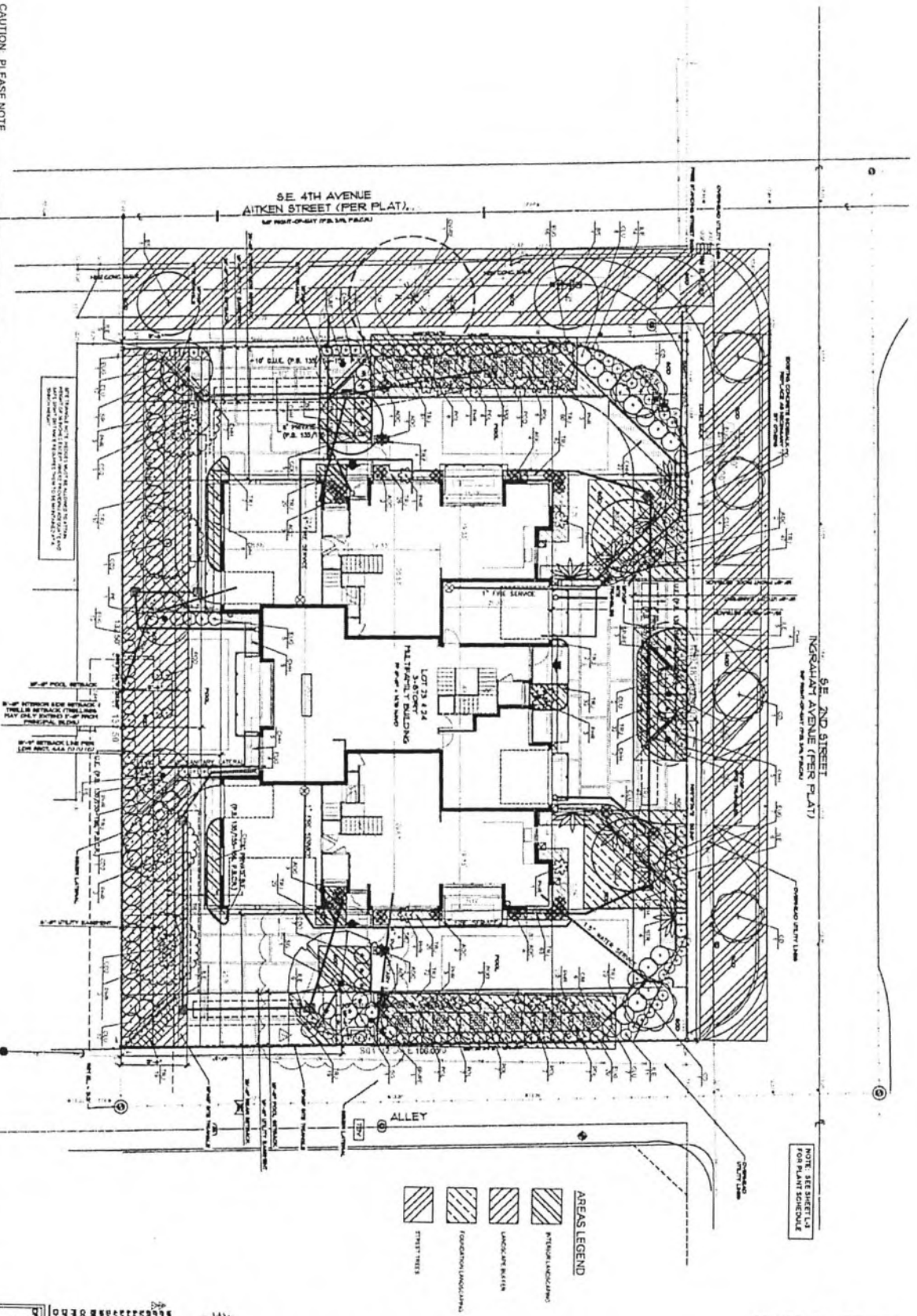
LANDSCAPE ARCHITECTURE

307 Southside Square
Dayton Beach, Florida 32222
904-255-8779, fax 904-255-9232
B-0440, info@kwidarchitect.com

Ernest L. Stewart, P.E., Inc. is a
Dept. of Architecture (L22000000)

CAUTION, PLEASE NOTE

THIS DRAWING HAS NOT BEEN REVIEWED BY A STRUCTURAL ENGINEER. VENDOR SHALL BE RESPONSIBLE FOR ALL MATERIALS AND CONSTRUCTION. REFER TO VENDORS FOR ALL INSTALLATION MATERIALS AND PRICE. CHECK ALL MATERIALS FOR PROPER INSTALLATION. THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION OF ANY OTHER PROJECTS.



Construction Set
10/03/2023
SCALE: 1/8" = 1'-0"
NORTH

- AREAS LEGEND**
- STREET TREES
 - LANDSCAPE BUFFER
 - LANDSCAPE
 - PRIVATE LANDSCAPE
 - FOUNDATION LANDSCAPE

Delray Beach Townhomes
Landscape Calculations Diagram
L-3

Delray Beach Townhomes
Unit #3-201 SE 4th Ave., Unit #1-204 Coccolia Park Lane +
Unit #2-408 SE 2nd Street
Delray Beach, FL 33483

Delray Beach Townhomes
Unit #3-201 SE 4th Ave., Unit #1-204 Coccolia Park Lane +
Unit #2-408 SE 2nd Street
Delray Beach, FL 33483

KWD
LANDSCAPE ARCHITECTURE
10000 Delray Beach Blvd., Suite 100
Delray Beach, FL 33483
Phone: 561-271-1111
Fax: 561-271-1112
www.kwdlandscape.com



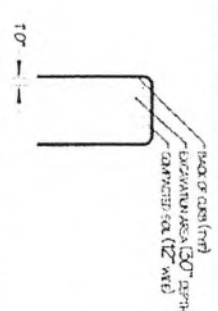
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DATE OF CITATION NOTE

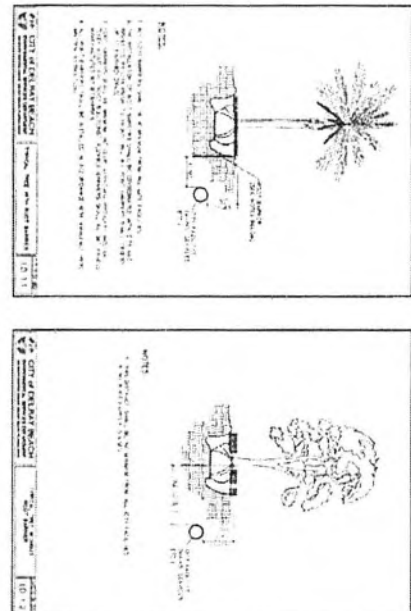
Title Requested
1. *Coronella uferi* Sae. Crisp. The Abert's Report and Schedule

Title as Mailed
1. *Coronella uferi* Sae. Crisp. Sae. Schedule

Library Acquired
None - city receiving library



SECTION SHALL BE REQUIRED TO AVOID ANY OPEN LANDSCAPE BED
AND BE PROPORTIONATE TO MAINTAIN TO ENSURE THE SEARCH DEPTH
AND WATER DEPTH.



CAUTION: PLEASE NOTE THIS PRODUCT IS NOT TO BE USED FOR THE CONSTRUCTION OF A STRUCTURE OR FOR THE CONSTRUCTION OF A PART OF A STRUCTURE. IT IS NOT TO BE USED FOR THE CONSTRUCTION OF A PART OF A STRUCTURE. IT IS NOT TO BE USED FOR THE CONSTRUCTION OF A PART OF A STRUCTURE.	THIS DRAWING HAS NOT BEEN REVISED VERY HIGH STRENGTH CONCRETE PROHIBIT CONSTRUCTION	THIS DRAWING HAS NOT BEEN REVISED VERY HIGH STRENGTH CONCRETE PROHIBIT CONSTRUCTION
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Construction Set
10/03/2023

0 4 8 12 16 20
SCALE - FT

NORTH

Delray Beach Townhomes

Unit #3-201 SE 4th Ave., Unit #1-204 Oceola Park Lane +
Unit #2-408 SE 2nd Street
Delray Beach, FL 33483



Doc. #
12011811
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Delray Beach, FL 33483

Unit #3-201 SE 4th Ave., Unit #1-204 Oceola Park Lane +
Unit #2-408 SE 2nd Street
Delray Beach, FL 33483

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Unit #3-201 SE 4th Ave., Unit #1-204 Oceola Park Lane +
Unit #2-408 SE 2nd Street
Delray Beach, FL 33483

THE FIFTH SUNDAY IN JULY: PRAYER OF ST. AUGUSTINE FOR THE BAPTISM OF INFANTS

Investigation									
Area	Location	Survey	Depth	Speed	Time	Direction	Remarks	Remarks	Remarks
Area 1	Location 1	Survey 1	Depth 1	Speed 1	Time 1	Direction 1	Remarks 1	Remarks 1	Remarks 1
Area 2	Location 2	Survey 2	Depth 2	Speed 2	Time 2	Direction 2	Remarks 2	Remarks 2	Remarks 2
Area 3	Location 3	Survey 3	Depth 3	Speed 3	Time 3	Direction 3	Remarks 3	Remarks 3	Remarks 3
Area 4	Location 4	Survey 4	Depth 4	Speed 4	Time 4	Direction 4	Remarks 4	Remarks 4	Remarks 4
Area 5	Location 5	Survey 5	Depth 5	Speed 5	Time 5	Direction 5	Remarks 5	Remarks 5	Remarks 5
Area 6	Location 6	Survey 6	Depth 6	Speed 6	Time 6	Direction 6	Remarks 6	Remarks 6	Remarks 6
Area 7	Location 7	Survey 7	Depth 7	Speed 7	Time 7	Direction 7	Remarks 7	Remarks 7	Remarks 7
Area 8	Location 8	Survey 8	Depth 8	Speed 8	Time 8	Direction 8	Remarks 8	Remarks 8	Remarks 8
Area 9	Location 9	Survey 9	Depth 9	Speed 9	Time 9	Direction 9	Remarks 9	Remarks 9	Remarks 9
Area 10	Location 10	Survey 10	Depth 10	Speed 10	Time 10	Direction 10	Remarks 10	Remarks 10	Remarks 10

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REFER TO VENDORS FOR ALL INSTALLATION MATERIALS AND PROCEDURES/FOLLOW ALL MANUFACTURERS INSTALLATION INSTRUCTIONS

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10/03/2023

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Unit #2-408 SE 2nd Street
Delray Beach, FL 33483

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