

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

PCN: 12-43-46-16-01-100-0070
Address: 12 NE 5th Avenue
Delray Beach, FL 33483

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 **12 NE 5th, LLC**, whose address is 1124 Luke Lane, Delray Beach, Florida 33483 (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 12 NE 5th 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 NE 5th 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.

15. 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

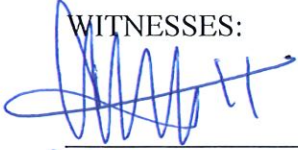
Owner: 12 NE 5TH, LLC
1124 Luke Lane
Delray Beach, Florida 33483

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.

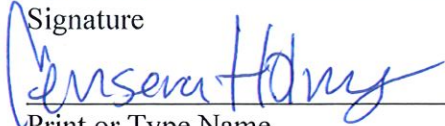
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IN WITNESS WHEREOF, the City and the Owner executed this Agreement as of the day and year first above written.

WITNESSES:

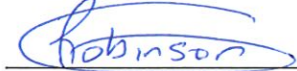


Signature



Print or Type Name

900 SE 1st Street 41
Danpan Beach FL
Address 33060



Signature

Cassandra Robinson

Print or Type Name

4144 NW 90th Ave Apt 104
Coral Springs FL 33065
Address

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2nd day of October, 2025 by Pascal Liguori (name of person), as owner (type of authority) for 12 NE 5th LLC (name of party on behalf of whom instrument was executed).

Personally known ☒ OR Produced Identification

Type of Identification Produced FL DL

OWNER:

By:



Signature

Pascal Liguori

Print or Type Name

OWNER 12 NE 5th LLC
Type of Authority

for

Company Name: 12 NE 5th LLC



Notary Public – State of Florida

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

Alexis Givings, 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

PCN: 12-43-46-16-01-100-0070

LOTS 7 AND 8, LESS THE EAST 10.0 FEET THEREOF, BLOCK 100, MAP OF THE SUBDIVISION OF BLOCK 100, TOWN OF DELRAY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 65, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND LESS THE FOLLOWING PARCEL.

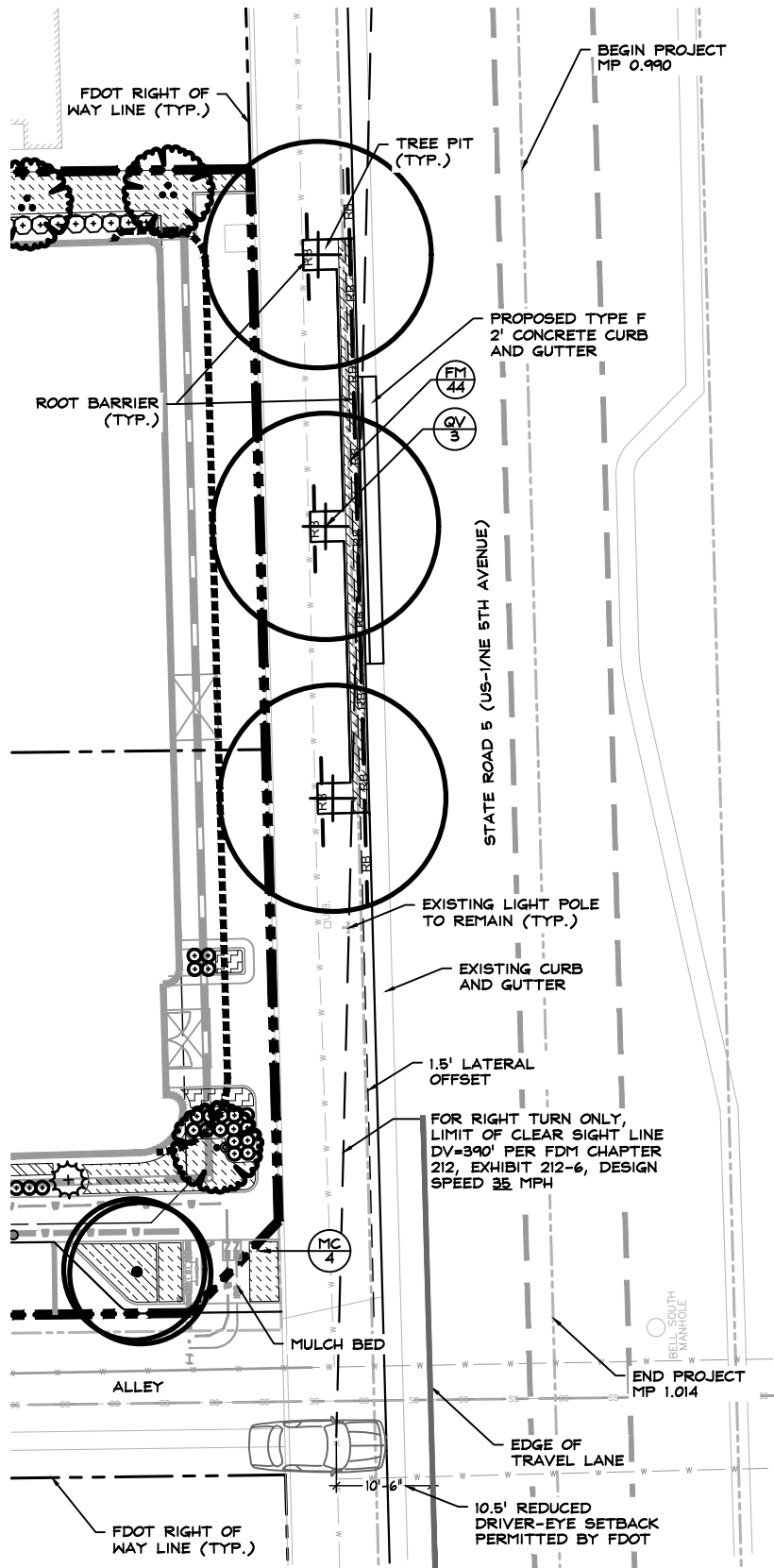
(O.R.B. 35448, PAGE 663):

THAT PORTION OF LOTS 7 AND 8, LESS THE EAST 10.0 FEET THEREOF, BLOCK 100, MAP OF THE SUBDIVISION OF BLOCK 100, TOWN OF DELRAY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 65, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 8; THENCE N.89°18'22"E., ALONG THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 2.00 FEET TO A POINT ON A LINE 2.0 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID LOTS 7 AND 8; THENCE S.1°32'38"E., ALONG SAID PARALLEL LINE, A DISTANCE OF 116.13 FEET; THENCE S.46°07'08"E., A DISTANCE OF 14.25 FEET TO A POINT ON A LINE 2.0 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 7; THENCE N.89°18'22"E., ALONG SAID PARALLEL LINE, A DISTANCE OF 103.00 FEET; THENCE N.43°52'52"E., A DISTANCE OF 14.04 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF N.E. 5TH AVENUE (U.S. HIGHWAY NO. 1); THENCE S.1°32'28"E., ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 12.00 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 7, SAID POINT BEING 10.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 7; THENCE S.89°18'22"W., ALONG THE SOUTH LINE OF SAID LOT 7, A DISTANCE OF 125.00 FEET TO THE SOUTHWEST CORNER OF LOT 7; THENCE N.1°32'38"W., ALONG THE WEST LINE OF SAID LOTS 7 AND 8. A DISTANCE OF 128.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"
LANDSCAPE AND/OR SITE PLAN

Plotted By: Richter, Tricia Sheet Set: BRICKTOP'S DELRAY LAYOUT: L1.00 LANDSCAPE PLAN FDOT September 25, 2025 02:33:14pm K:\WPB-deservices\140713001 - bricktop's delray\CADD\plansheets\L1.00 LANDSCAPE PLAN.dwg
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FDOT GENERAL NOTES:

- GOVERNING STANDARDS PLAN:
FLORIDA DEPARTMENT OF TRANSPORTATION, FY 2025-26 STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION AND APPLICABLE INTERIM REVISIONS (IRS) ARE AVAILABLE AT THE FOLLOWING WEBSITE: STANDARD PLANS-FY 2025-26
- GOVERNING STANDARD SPECIFICATIONS:
FLORIDA DEPARTMENT OF TRANSPORTATION, FY 2026-25 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AT THE FOLLOWING WEBSITE: 2025-26-EBOOK-COMPRESSED.PDF
- CONTRACTOR SHALL REPAIR 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.
- ARCHITECTURAL PAVERS INSTALLATION FOR SIDEWALKS, MEDIANS, DRIVEWAYS, OR ROADWAYS WITHIN THE FDOT RIGHT OF WAY SHALL COMPLY WITH CURRENT FDOT STANDARD SPECIFICATION 526.
ONLINE REFERENCE: 2025-26-EBOOK-COMPRESSED.PDF
- 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 FULFILLED. EXCAVATED MATERIALS SHALL BE HAULED BY THE PERMITTEE, AT THEIR COST & EXPENSE FROM THE SITE TO THE FDOT PALM BEACH OPERATIONS CENTER OR STOCKPILED IN THOSE AREAS AS DIRECTED BY THE DEPARTMENT, INCLUDING ASPHALT MILLINGS.

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 APPLICABLE FDOT MAINTENANCE SPECIFICATION 580. ONLINE REFERENCE: SECTION 580
- FOR THE PORTION OF LANDSCAPE PLANT MATERIAL THAT WILL BE INSTALLED WITHIN THE FDOT RIGHT OF WAY REFER TO THE FDOT STANDARD PLANS INDEX 580-001 LANDSCAPE INSTALLATION.
ONLINE REFERENCE: 580-001.PDF
- 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.
- GREEN ISLAND FICUS MUST BE MAINTAINED IN PERPETUITY AT A MAXIMUM HEIGHT OF 18", CONSISTENT WITH EXISTING STREETSCAPE GREEN ISLAND FICUS WHEN FALLING WITHIN THE LIMITS OF CLEAR SIGHT.
- MINIMUM PLANTING VERTICAL CLEARANCE, AS REQUIRED BY THE FDOT MAINTENANCE RATING PROGRAM, SHALL BE AS FOLLOWS:

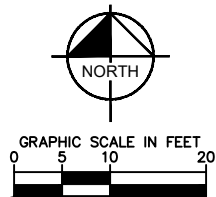
SIDEWALK: 8.5' VERTICAL CLEARANCE
ROADWAY: 14.5' VERTICAL CLEARANCE

PLANTING NOTES:

- CONTRACTOR SHALL REFER TO THE LANDSCAPE PLANTING DETAILS, PLANT LIST, GENERAL NOTES AND ALL CONTRACT DOCUMENTS FOR FURTHER AND COMPLETE INSTRUCTIONS.
- PLANT LIST QUANTITIES ARE PROVIDED FOR CONVENIENCE. IN THE EVENT OF QUANTITY DISCREPANCIES THE DRAWING SHALL TAKE PRECEDENCE. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BIDDING.
- PLANT SIZES LISTED ARE THE MINIMUM SIZE THAT WILL BE ACCEPTED FOR THAT PLANT.
- ANY SUBSTITUTION IN SIZE AND/OR PLANT MATERIAL MUST BE APPROVED BY THE LANDSCAPE ARCHITECT IN WRITING. ALL PLANTS WILL BE SUBJECT TO APPROVAL BY LANDSCAPE ARCHITECT AND/OR OWNERS REPRESENTATIVE BEFORE PLANTING CAN BEGIN.
- CONTRACTOR SHALL FIELD ADJUST LOCATION OF PLANT MATERIAL AS NECESSARY TO AVOID DAMAGE TO EXISTING UNDERGROUND UTILITIES AND/OR INTERFERE WITH EXISTING ABOVE GROUND ELEMENTS. ALL CHANGES REQUIRED SHALL BE COMPLETED AT THE CONTRACTOR'S EXPENSE AND SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE AND THE LANDSCAPE ARCHITECT.
- THE CONTRACTOR SHALL BEAR ALL COSTS OF TESTING OF SOILS, AMENDMENTS, ETC. ASSOCIATED WITH THE WORK AND INCLUDED IN THE SPECIFICATIONS.
- CONTRACTOR SHALL FAMILIARIZE HIM/HERSELF WITH THE LIMITS OF WORK AND EXISTING CONDITIONS AND VERIFY ALL INFORMATION. IF DISCREPANCIES EXIST, CONTRACTOR SHALL NOTIFY OWNER'S REPRESENTATIVE IN WRITING WITHIN SEVEN CALENDAR DAYS OF NOTICE TO PROCEED.
- ALL NEW AND TRANSPLANTED PLANT MATERIAL SHALL BE IRRIGATED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM.

PLANT SCHEDULE - FDOT R/W

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	DROUGHT TOL.	QTY
TREES									
	GV	Quercus virginiana 'Cathedral' 8.5' C.T. Standard	Cathedral Live Oak	Cont.	4" CAL.	16' HT. x 7' SPR.	Yes	High	3
SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	CONT	O.C.	SIZE	NATIVE	DROUGHT TOL.	QTY
SHRUB AREAS									
	FM	Ficus microcarpa 'Green Island'	Green Island Ficus	Cont.	18" O.C.	12" HT. x 12" SPR.	No	High	44
	MC	Muhlenbergia capillaris	Pink Muhly Grass	Cont.	30" O.C.	18" HT. X 18" SPR.	Yes	High	4



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hastingsarchitecture.com
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Hastings Architecture,
225 Polk Avenue, Suite
Nashville TN 37203

TRICIA C. RICHTER, P.L.A.

FL LICENSE NUMBER
LA#6667244

100%
CONSTRUCTION
DOCUMENTS

Kimley-Horn

1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
PHONE: 561-845-0665
FAX: 561-863-8175
WWW.KIMLEY-HORN.COM
REGISTRY NO. 35106
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BRICKTOP'S
DELRAY BEACH
12 NE 5TH AVE
DELRAY BEACH, FL
33483

REVISION INFORMATION

DESIGN SPEED=35 MPH
FDOT LANDSCAPE PERMIT NUMBER
2025-L-496-00012

VERTICAL DATUM
ELEVATIONS SHOWN HEREON ARE BASED ON THE
NATIONAL AMERICAN VERTICAL DATUM OF 1988.

THE PRESENCE OF GROUNDWATER SHOULD BE
ANTICIPATED. CONTRACTOR'S BID SHALL INCLUDE
CONSIDERATION FOR ADDRESSING THIS ISSUE
AND OBTAINING ALL NECESSARY PERMITS.

CALL 2 WORKING DAYS
BEFORE YOU DIG



IT'S THE LAW!
DIAL 811
Know what's below.
Call before you dig.

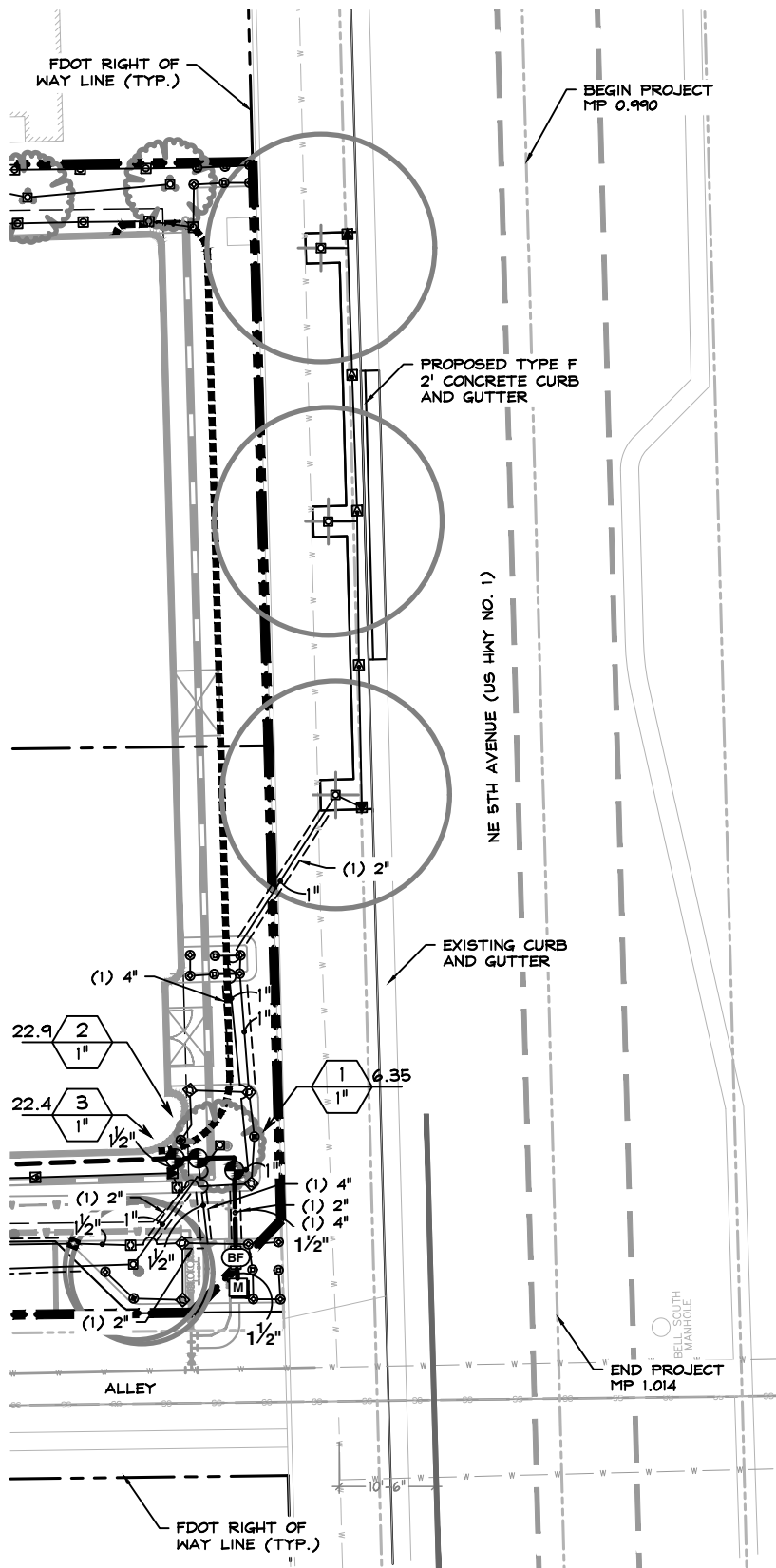
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

PROJECT # 140713001
ISSUE DATE 2025.09.25

LANDSCAPE
PLAN

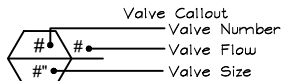
L1.00

Plotted By: Richter, Tricia Sheet Set: BRICKTOP'S DELRAY Layout: L2.00 IRRIGATION PLAN FDOT September 25, 2025 02:33:41pm K:\wpb-dev-services\140713001 - bricktop's delray\CADD\plansheets\L2.00 IRRIGATION PLAN.dwg
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IRRIGATION SCHEDULE FDOT

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
	Rain Bird 1812-PRS 15 Strip Series Shrub Spray 12in. Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2in. NPT Female Threaded Inlet. With Pressure Regulating Device.	5	30
	Rain Bird 1812-PRS ADJ Shrub Spray 12in. Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2in. NPT Female Threaded Inlet. With Pressure Regulating Device.	6	30
	Rain Bird 1402 Flood Flood Bubbler 1402 on IPS Flex Hose, per detail	3	30
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	
	Febco 825Y 1" Reduced Pressure Backflow Preventer	1	
	Water Meter 1" See Civil Plans	1	
---	Irrigation Lateral Line: PVC Class 200 SDR 21 ±95.6 lf		
---	Irrigation Mainline: PVC Class 200 SDR 21 ±3.3 lf		
----	Pipe Sleeve: PVC Schedule 40 AS NEEDED		



PLAN IS DIAGRAMMATIC.
CONTRACTOR SHALL
INSTALL ALL IRRIGATION
EQUIPMENT IN LANDSCAPE
OR TURF AREAS WITHIN
PROJECT LIMITS.

REFER TO IRRIGATION DETAILS ON
SHEETS L2.10, L2.11 and L2.12

FDOT IRRIGATION NOTES

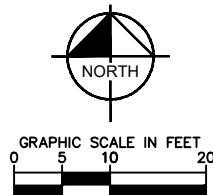
- THE IRRIGATION SYSTEM SHALL USE THE LOWEST QUALITY WATER AVAILABLE WHICH ADEQUATELY AND SAFELY MEETS THE WATER NEEDS OF THE SYSTEM. STORM WATER, RECLAIM WATER, OR GREY WATER IRRIGATION SHALL BE USED WHENEVER POSSIBLE.
- FDOT REQUIRES 24-HOUR EMERGENCY ACCESS TO THE WATER SOURCE.
- THE CONTRACTOR SHALL PROVIDE FDOT DISTRICT OPERATIONS MANAGER WITH A SET OF "AS-BUILT" IRRIGATION PLANS.

HAND WATERING SPECIFICATIONS AND NOTES (CONCRETE PLANTERS)

- A. SCOPE OF WORK
- THE WORK CONSISTS OF: FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, AND ANY OTHER APPURTENANCES NECESSARY FOR THE COMPLETION OF THIS PROJECT AS SHOWN ON THE DRAWINGS, AND AS HEREIN SPECIFIED.
 - WORK SHALL INCLUDE MAINTENANCE AND WATERING OF ALL CONTRACT PLANTING AREAS FROM THE DAY OF PLANTING UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER OR AT THE END OF THE ENTIRE PROJECT, WHICHEVER OCCURS FIRST.
- B. WATER
- 180 DAYS OF WATER MONITORING SHALL BE SCHEDULED FOR ALL PLANTINGS UNDER THIS CONTRACT.
 - IF SITE EXPERIENCES DROUGHT OR IF RAINFALL DOES NOT ACCUMULATE 2" PER WEEK DURING THE MONITORING PERIOD, HAND WATERING WILL BE NECESSARY.
 - WATER NECESSARY FOR PLANTING AND MAINTENANCE SHALL BE OF SATISFACTORY QUALITY TO SUSTAIN AN ADEQUATE PLANT GROWTH AND SHALL NOT CONTAIN HARMFUL, NATURAL OR MAN-MADE ELEMENTS DETRIMENTAL TO PLANTS. THE CONTRACTOR SHALL PROVIDE SATISFACTORY WATER (MEETING THE ABOVE STANDARD) FROM SOURCES OFF THE SITE AT NO ADDITIONAL COST TO THE OWNER. SUITABLE WATER MAY BE AVAILABLE IN THE ADJACENT CANAL - COORDINATE WITH OWNER FOR PERMISSIONS.
 - WATERING PROJECT PLANTINGS MAY BE ACHIEVED BY WATER TRUCK OR BY TEMPORARY IRRIGATION SYSTEM, WHICH MUST BE REMOVED AT THE END OF THE MAINTENANCE PERIOD.
 - CONTRACTOR SHALL SUPPLEMENT RAINFALL BY HAND-WATERING AND DOCUMENT WATERING EFFORTS THROUGH RAINFALL DATA AND MONITORING RECORDS.
 - FOR BIDDING PURPOSES, FOLLOW THE SCHEDULE BELOW:
- DAY 1: WATER IN PLANTINGS PER SPECS.
DAY 2-30: 1/2" OF WATER EACH DAY FOR MON, TUES, WED, THURS, SATURDAY
DAY 31-90: 1/2" OF WATER EACH DAY FOR MON, WED, SATURDAY
DAY 91-180: 1/2" OF WATER EACH DAY FOR WED, SAT

- C. PLANT MATERIAL MAINTENANCE
- ALL PLANTS AND PLANTING INCLUDED UNDER THIS CONTRACT SHALL BE MAINTAINED BY WATERING, CULTIVATING, TREATING FOR FUNGUS/INSECTS, FERTILIZING, AND ALL OTHER OPERATIONS (SUCH AS RE-STAKING OR REPAIRING GUY SUPPORTS) NECESSARY TO INSURE A HEALTHY PLANT CONDITION BY THE CONTRACTOR UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER'S REPRESENTATIVE.

CONTRACTOR SHALL MAINTAIN PLANTINGS FOR A PERIOD OF 180 DAYS, INCLUDING WATERING AT THE MAXIMUM ALLOWABLE UNDER THEN-CURRENT WATERING CONDITIONS. CONTRACTOR TO SUBMIT WATERING SCHEDULE AT THE PRE-CONSTRUCTION MEETING TO ESTABLISH A BASELINE AND EXPECTATION FOR WATERING.



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225 Polk Avenue, Suite
Nashville TN 37203

TRICIA C. RICHTER, P.L.A.

FL LICENSE NUMBER
LA#6667244

100%
CONSTRUCTION
DOCUMENTS

Kimley-Horn

1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
PHONE: 561-845-0665
FAX: 561-863-8175
WWW.KIMLEY-HORN.COM
REGISTRY NO. 35106
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AND OBTAINING ALL NECESSARY PERMITS.

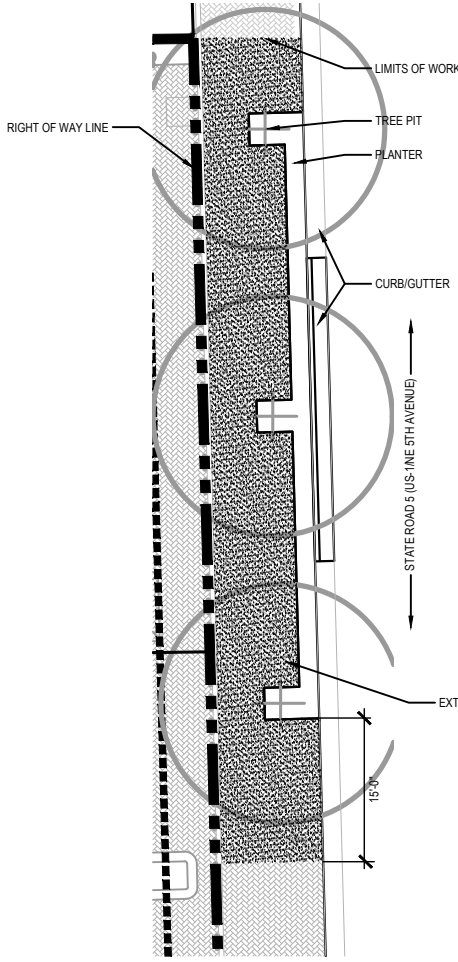
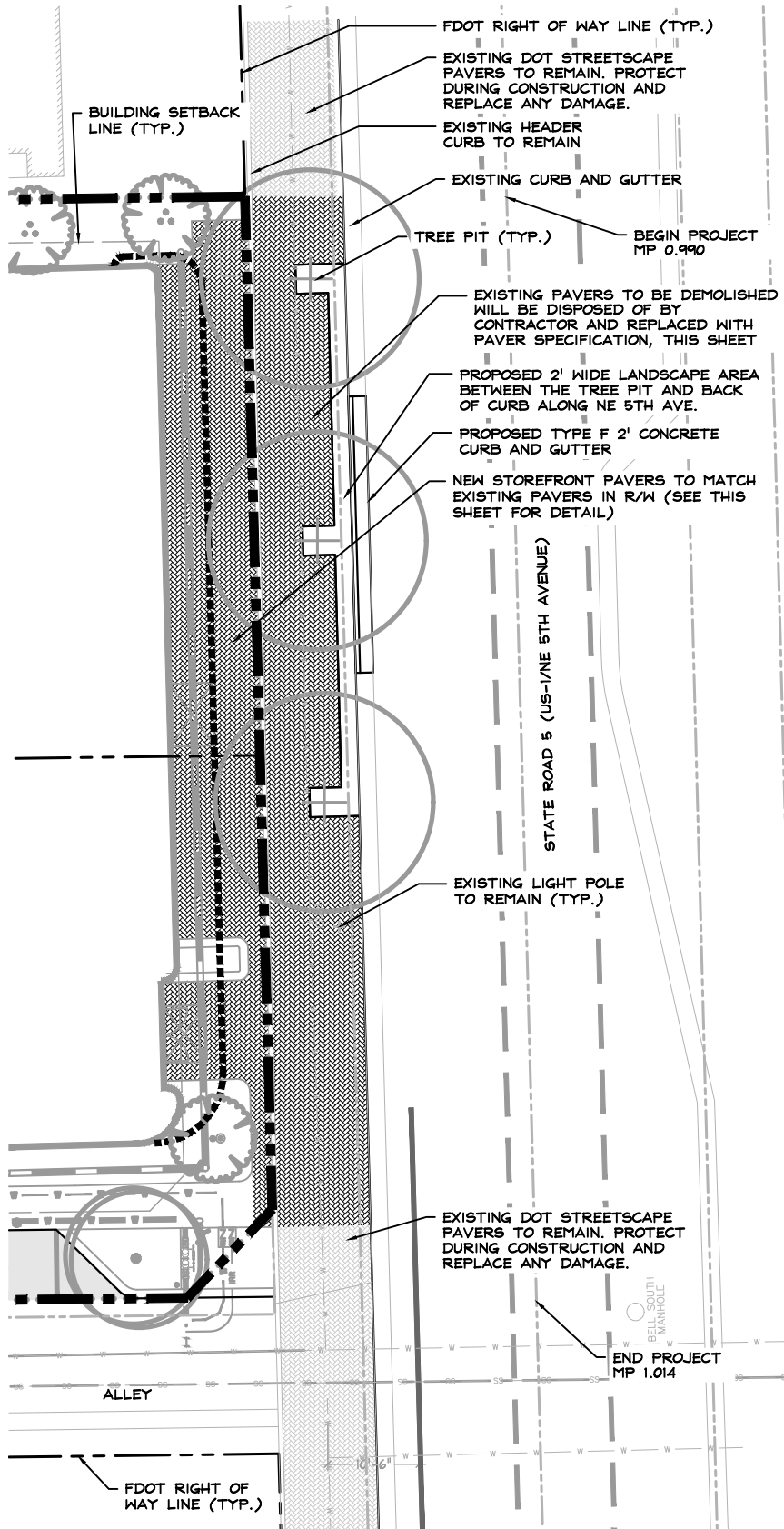
CALL 2 WORKING DAYS
BEFORE YOU DIG
IT'S THE LAW!
DIAL 811
Know what's below.
Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

PROJECT # 140713001
ISSUE DATE 2025.09.25

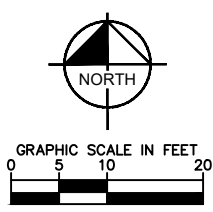
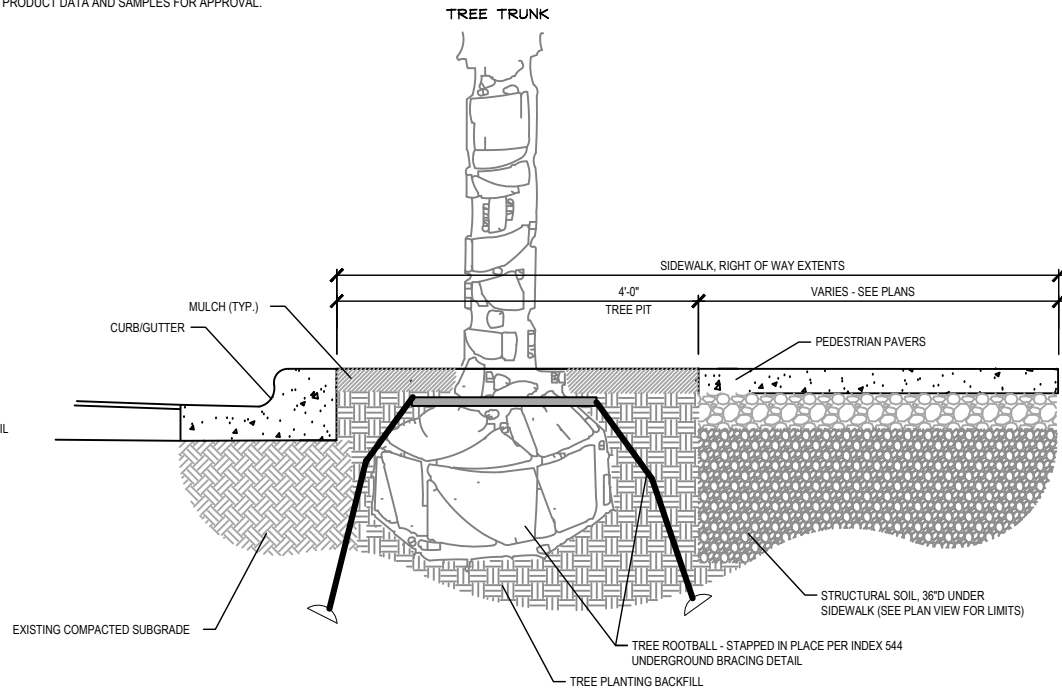
IRRIGATION
PLAN

L2.00

Plotted By: Richter, Tricia Sheet Set: BRICKTOP'S DELRAY Layout: L3.00 Hardscape Plan FDOT September 25, 2025 02:34:16pm K:\wpb-dev\services\140713001 - bricktop's delray\CADD\plansheets\L3.00 Hardscape Plan.dwg
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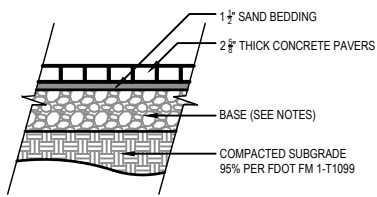
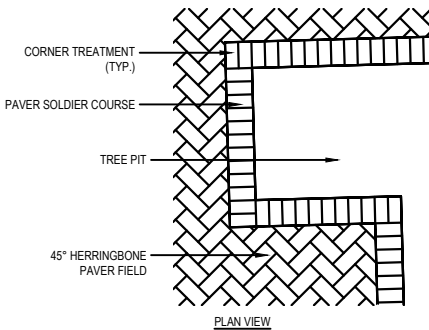


- STRUCTURAL SOIL MIX:**
- 80% CLEAN STONE AND 20% CLAY LOAM AND 0.3% HYDROGEL MIX:
 - CLEAN STONE SHALL BE GRANITE GRADED 3/4"-1-1/2", HIGHLY ANGULAR WITH NO FINES.
 - CLAY LOAM SHALL CONSIST OF <5% GRAVEL, 25%-30% SAND, 20%-40% SILT, AND 25%-40% CLAY, 2%-5% ORGANIC MATTER.
 - HYDROGEL ACTS AS A TACKIFIER SO SOIL WILL STICK TO STONE.
 - MIX THE HYDROGEL AND CLEAN STONE FIRST, THEN MIX IN THE CLAY LOAM MIX.
 - INSTALL STRUCTURAL SOIL IN 6" LIFTS, COMPACTING EACH TO 95% STANDARD PROCTOR.
 - SUBMIT PRODUCT DATA AND SAMPLES FOR APPROVAL.

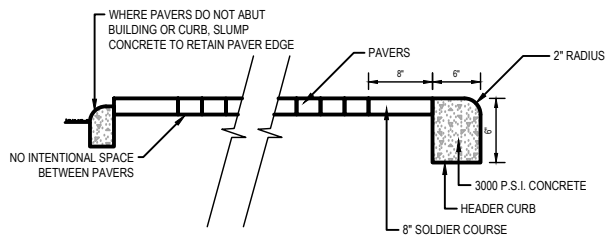


STRUCTURAL SOIL

NTS

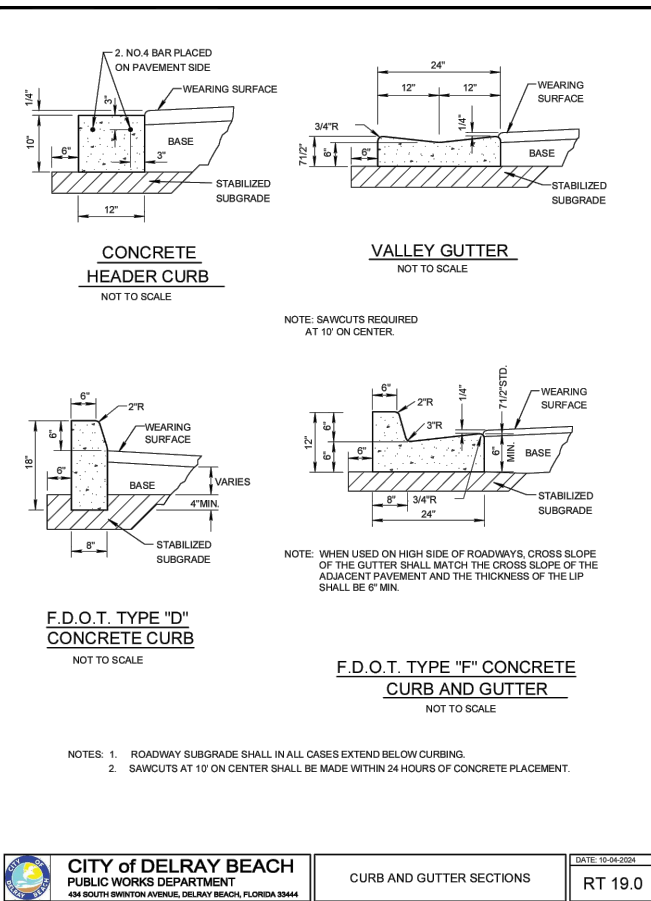


- NOTES:**
- SIDEWALK BASE OUTSIDE OF THE RIGHT-OF-WAY SHALL BE 4" LIMEROCK COMPACTED TO 98% MAX DENSITY PER AASHTO T-180.
 - SIDEWALK BASE INSIDE THE RIGHT-OF-WAY SHALL BE 6" LIMEROCK COMPACTED TO 98% MAX DENSITY PER AASHTO T-180.
 - IF THE CITY APPROVES PAVERS TO BE USED IN LIEU OF CONCRETE SIDEWALK, PAVERS SHALL BE HOLLAND-STONE, 45° HERRINGBONE, RED/CHARCOAL, COLOR MIX #2.
 - SLUMP AND TROWEL CONCRETE EDGER MIN 1" BELOW TOP SURFACE OF ADJACENT PAVER.
 - CONCRETE SLUMP SHALL BE 8"D X 4"W MIN.



PEDESTRIAN PAVERS

NTS



CIVIL DETAILS HAVE BEEN PROVIDED FOR REFERENCE ONLY.

HASTINGS

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BRICKTOP'S
DELRAY BEACH
12 NE 5TH AVE
DELRAY BEACH, FL
33483

REVISION INFORMATION

PROJECT # 140713001
ISSUE DATE 2025.09.25

HARDSCAPE
PLAN

L3.00