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

PCN: 12-43-46-16-01-102-0150

Address: 142 SE 5th Avenue, Delray Beach, Florida

PCN: 12-43-46-16-01-102-0160

Address: 152 SE 5th Avenue, Delray Beach, Florida

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 Fifth Avenue Delray, LLC, a New York limited liability company registered to do business in the State of Florida, whose address is 5554 Main Street, Williamsville, New York 14221 (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 two parcels of land with a street addresses of 142 and 152 SE 5th Avenue, Delray Beach, Florida 33444 (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 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" (the "Landscape Plan").
- 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 Landscape Plan 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 maintain 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 for the Landscape Plan. 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 Landscape Plan 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, provided in all events the Owner shall not be required to indemnify, defend or hold harmless the City from the City's or any City employees, agents, officers, and servant's negligence, gross negligence or wrongful conduct. 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.
- 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:

Mr. Timothy T. Weber

Fifth Avenue Delray, LLC

5554 Main Street

Williamsville, New York 14221

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 City and the Owner executed this Agreement as of the day and year first above written.

WITNESSES:	OWNER:
May Soland	By: Signature
Signature	
Mary Reland	Michael C. Huntress
Mand Reland	Print or Type Name
Print or Type Name	
	Member
5554 Main Street	Type of Authority
Williamsville, NY 14221	for
Address	Company Name: Fifth Avenue Delray, LLC
7 7/	
1/24 /	
Signature	
Tim Weser	
Print or Type Name	
5554 Main Street	
Williamsville, NY 14221	
Address	
Address	
STATE OF NEW YORK	
COUNTY OF ERIE	
	knowledged before me by means of
or \square online notarization, this 26 day of	February , 2025, by Michael C. Huntress
(name of person), asMember	(type of authority) for
Fifth Avenue Delray, LLC	(name of
party on behalf of whom instrument was	executed).
Personally known x OR Produced Iden	ntification
Type of Identification Produced	Q - /
or the section of the contract of the section of th	Sarah K Offymar
	Notary Public – State of New York

Notary Public, State of New York
Qualified in Miagara County
Reg No. 02HY8285993
AND Commission Exp. 97/22/

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	-				
[Remainde	er of Page Intentionally Left Blank]				

EXHIBIT "A" LEGAL DESCRIPTION OF REAL PROPERTY

Lot 15, less the East 10 feet thereof, Block 102, Town of Delray (formerly known as Map of the Town of Linton, Florida), according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach county, Florida, in Plat Book 1, Page 3.

Lot 16, less the East 10 feet thereof, Block 102, of Town of Delray (formerly known as Map of the Town of Linton, Florida), according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach county, Florida, in Plat Book 1, Page 3.

Also being described as:

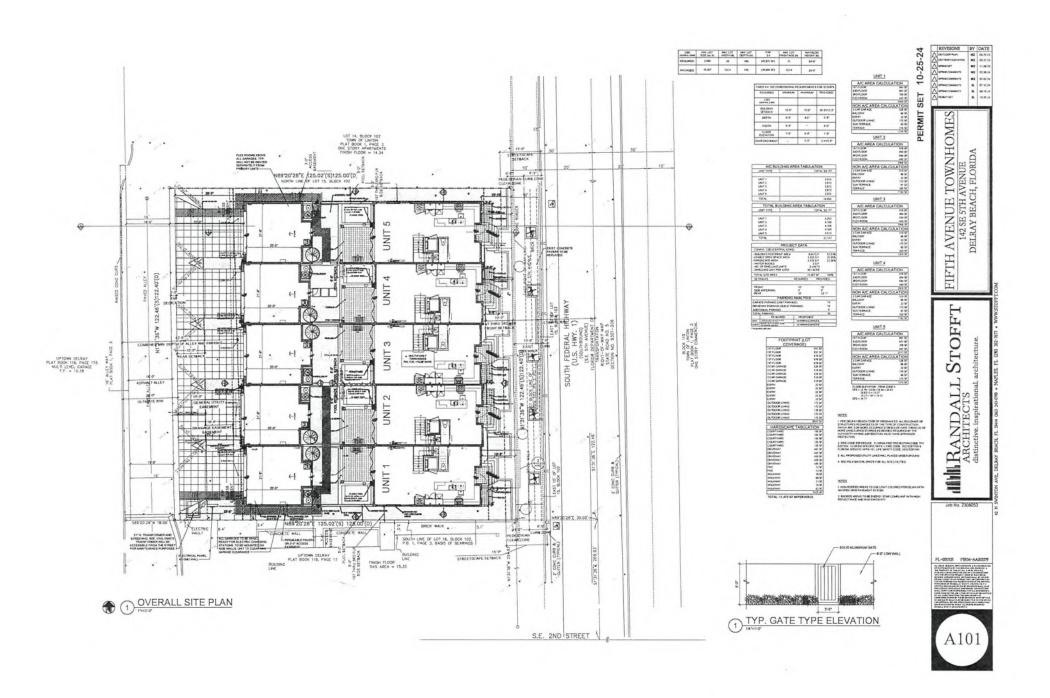
Begin at the Southwest corner of Lot 16, Block 102 of the Plat of City of Delray Beach (formerly Town of Linton) as recorded in Plat Book 1, Page 3 of the Public Records of Palm Beach County, Florida. Thence North 122.40 feet to the Northwest corner of said Lot 15, Block 102, a Distance of 125.00 feet to the East Right of Way Line of S.E. 5th Avenue, said Point being 10 feet West of the East line of said Lots 15 and 16 of Block 102, thence South along said Right of Way Line a Distance of 122.40 feet to the South line of Lot 16, Block 102, and being 10 feet West of the Southeast corner of said Lot 116, Block 102, thence West along said South line of Lot 16, a Distance of 125.00 feet to the Point of Beginning.

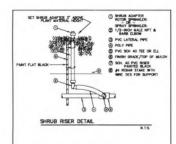
Said lands situate in the City of Delray Beach, Palm Beach County, Florida and containing 15,308 Square Feet, or 0.351 Acres more or less.

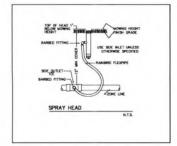
Subject to Easements, Restrictions, Reservations, covenants, and Rights-of-Way of record.

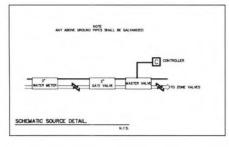
EXHIBIT "B" LANDSCAPE AND/OR SITE PLAN

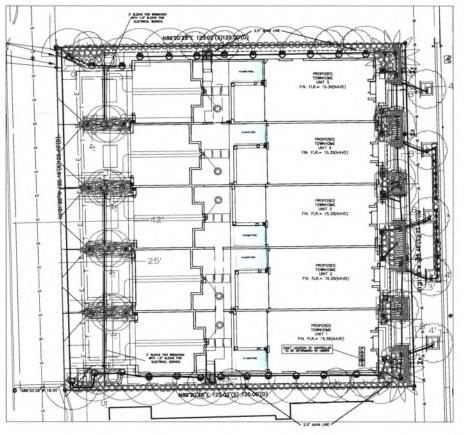
(TO BE ATTACHED)













ALL FIGURES ABOVE ARE RELATED TO SCHEDULE 40 PS PURPLE PLASTIC PIPE, AND A MAXIMUM VELOCITY OF 5 FEET PER SECOND.

VALVE / ZONE SCHEDULE

ANTAE	ZONE TYPE	APPROX. GPW		
1	SPRAY	35		
2	SPRAY	32		
3	SPRAY	37		
4	SPRAY	32		
5	SPRAY	30		

MARK	ARC*	SPRAY HEAD / STANDARD TRAJECTORY	PSI	OPM
	F	RANBRO SF-B BURBLER	25	1.5
0	0	RANGED 15 SERES MPR	25	0.82
	н	RANGED 15 SERIES MPR	25	1.65
	10	RANGED 15 SERVES MPR	25	2.48
•	r	RAINBRD 15 SERIES MPR	25	3.30
-	F	RANBED 15 SERIES END STRP	25	0.56
133	F	RANGED 15 SERIES SIDE STRP	25	1.11

RANGERO RC-C 6 STATION ELECTRO MEDIANICAL CONTROLLER COORDINATE LOCATION WITH CONTRACTOR

SHOWN FOR CLARITY, ALL ZONE VALVES LOCATED AT CONTROLLER

ACC RAMBRO MODEL RISD-BE. RAIN SHUT-OFF DEVICE

ADD Falco 765 FVB Bookfow Preventer FFT | FE785-200 OR LINE KIND.

- 2. SOME ADJUSTMENT TO THE SPRAY HEADS NOTED ABOVE MAY BE REQUIRED.
- 3. SPRAY HEADS IN SHRUB AREAS THAT ARE ADJACENT TO WALKS SHALL BE RANGERD 15 SERIES 12" POP-UPS
- 4. SPRAY HEADS IN OTHER SHRUB AMEAS SHALL BE ON A RISER WITH SHRUB ADAPTED AS NOTED IN THE DETAIL BELOW. S. SPRAY HEADS IN GRASS AREAS SHALL BE RANDING 15 SCRES 8" POP-UPS.

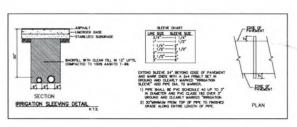
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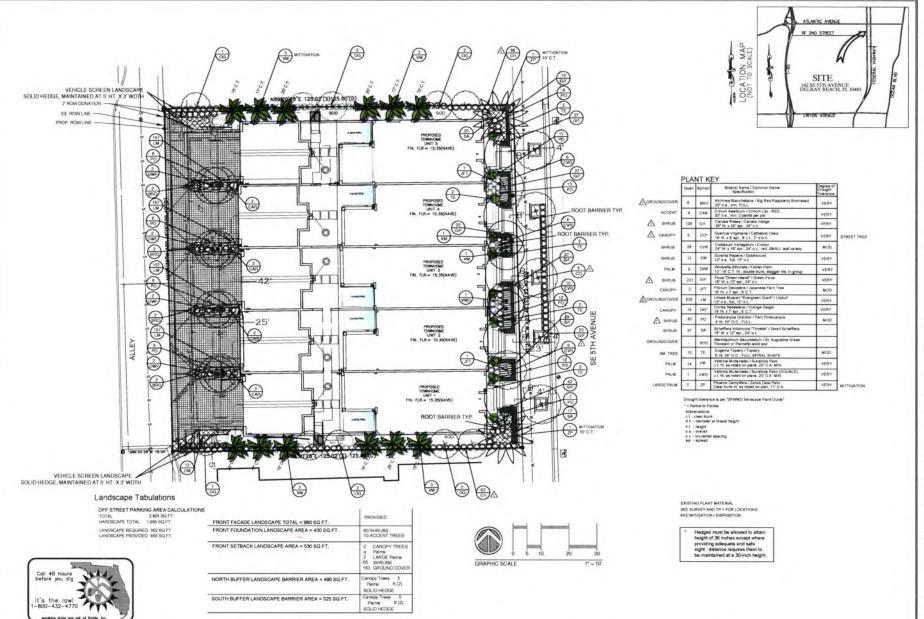
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DATE 10/22/23 DRAWN BY GAH F.B./ PG. SCALE 1"=10"









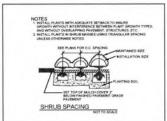
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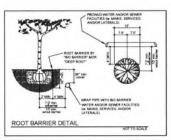
5TH AVENUE TOWNHOMES
DELRAY BEACH, FLORIDA 33483 LANDSCAPE PLAN

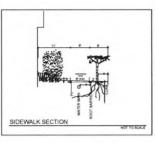
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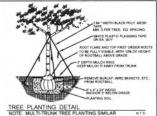


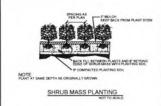


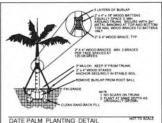












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SECTION CLEAR SIGHT AREA WITHIN THE

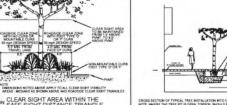
& ROADSIDE CLEAR ZONE

CURB OR WITH FOOT TYPE OF

Landscape & Root Barrier Note

1. Trees shown on this plan are for graphic represen Tree spacing is based on design requirements and the trees shown on these plans attempt to accomplish that spacing while maintaining the required setbacks from utilities. Trees may be field adjusted to avoid conflicts with driveways and inderground utilities. In any case the trees shall be located in the field in accordance with the planting details shown berego 2. Additionally, trees are to be installed with a ten foot (10')

Additionally, trees are to be instance with a ten rook (10) separation from any water or sewer main and/or service, hydrants, and iff stations. If a ten foot (10) separation cannot be achieved, the tree can be installed with a root barrier system. Refer to the "Root Barrier Detail" for installation requirements.



STRUCTURAL SOIL DETAIL

STREET TREE PLANTING DETAIL



BACK OF CLEB (TYP) EXCAVATION AREA (30" DEPTH) COMPACTED SOL (12" WIDE) 10---

EXCAVATION DETAIL

Existing native soil within all landscape islands, interior landscape stips and permeter landscape stips, adjacent to vehicular use areas, shall be extravelable to the masked could be presented from designation below. A scalable parting so instant of 5050, 0040 (sandsposol) or as otherwise indicated by the Registered Landscape Ancholist, shall either be backfilled in place of the native soil or Landscape Ancholist, shall either be backfilled in place of the native soil or the native soil. Liebicaciose Architects, fania lambri de descrisso in palece d'ine fancière del ni efficiently marcé la the mathre soit lo treate an applimum environment for efficiently marcé année de la companie del la companie de la companie del la companie de la companie del la companie de la companie

LANDSCAPE NOTES

- ALL LANDSCAPE AND SPECIFICATIONS SHALL MEET OR EXCEED THE MINIMUM REQUIREMENTS AS PROVIDED BY CITY OF DELRAY BEACH LAND DEVELOPMENT REGULATIONS.
- ALL PLANTING MATERIAL SHALL MEET OR EXCEED FLORIDA GRADE AT AS SPECIFED IN GRADES AND STANDARDS FOR NURSERY PLANTS, CURRENT EDITION.
- ALL SIZES SHOWN FOR PLANT MATERIAL ON THE PLAN ARE TO BE CONSIDERED AS INNIMUMS. 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 WILL ALSO BE REQUIRED FOR ACCEPTANCE.
- LANDSCAPE SHALL BE PLACED TO EDGE OF ABUTTING STREETS, CANALS, LAKES OR OTHER LANDS.
- ALL MECHANICAL COUPMENT, AR CONDITIONING, RREGATION PUMP STATIONS AND COUPMENT, PT. TRANSFORMER, PCO. PAMPS, CTC. MIST NOTE. THE CARRY OF STATEMENT OF SCREENING SPRINGS MAY BE IN ADDITION TO THE REQUIRED NUMBER OF SPRINGS AS PROVIDED IN THE CODE CALCULATION TABLE. ALL SOCIETING SPRINGS SHALL BE PLANTED FOR PROPER OPERATION OF COUPMENT BEING SCREENED AND/OR FOR THE REQUIREDWING OF THE UTILITY AS NICESSARY.
- GUYING/STAKING PRACTICES SHALL NOT PERMIT NAILS, SCREWS, WRES, ETC. TO PENETRATE OUTER SURFACES OF TREES, PALMS OR OTHER PLANTED MATERIAL. TREES, PALMS AND PLANT MATERIAL WILL BE REJECTED DUE TO THIS PHACTICE.
- BURLAP MATERIAL MIRE CAGES, PLASTIC/CANVAS STRAPS, ETC. MUST BE OUT MO REMOVED FOR THE TOP ONE-HALF (1/2) DEPTH OF THE ROOT BALL TRIES AND SHRUES GROWN IN GROW BAGS OR GROW BAG TYPE MATERIAL MUST HAVE SUCH MATERIAL REMOVED ENTIRELY PRORT TO PLANTING THE TREE OR SHRUE.
- ALL PLANT MATERIAL SHALL BE FREE OF PESTS, INSECTS, DISEASE, WEEDS, ETC.
- MILDS, ELC.

 MILDS AND MAINTAIN AND MAINTEN AT THE PROPER OFFTHS, AS ORGANALLY ORDINA MAJOR SO THE DOF OF THE ROOT BALL IS FLUSH OR SUIGHTY AND MAJOR SO THE MAINTENATURE PLANTING. ALL TREES SHOULD PROPER RIGHES HAVE MADE PROPERLY PLANTED AT THE 10. ALL PLANT MATERIAL SHALL BE WAITERED IN AT TIME OF PLANTING TO ELEMENT AN POOKETS IN THE ROOT ZONE AREA.

- PEDIAT.

 PALL LANDSCAPED AREAS SHALL BE PROVIDED WITH AN UNDERCROUND FULLY AUTOMATIC RISPORTION SYSTEM USING POP-UP SPRINKEIPES. SYSTEM SHALL PRODUCE 100X COURTERS WITH A 50X OFFERE MET. RICEDY ANY PRESENTED AREAS REMANING IN NATURAL RISPORTION OF THE STATE OF THE PROGRADO SYSTEM WITH A STATE REMAINS WITH A COURTER CHAPTER SHALL NOT BE DIRECTED AND/OR PROVIDED ONTO INFORMATION OF THE PROGRADO SYSTEM WITH A SOLUTION REMAIL THE ROPE OF THE PROGRADO SHAPPEN SHALL THE ROPE OF THE PROGRAD SHAPPEN SHALL REMAIL THE ROPE OF THE PROGRAD SHAPPEN SHAPPEN
- THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERFYING THERE ARE NOT CONFLICTS WITH ABOVE OR BELOW GROUND UTILITIES PRIOR TO COMMENCING LANDSCAPE INSTALLATION. NOTIFY OWNER IF CONFLICTS EXIST.
- ANY TREES TO REMAIN SHALL BE PRUNED IN SUCH A WAY TO PROMOTE PROPER HORTICULTURAL AND NATURAL TREE GROWTH.
- ALL TREES AND PALMS SHALL BE PLACED A MINIMUM OF 5' FROM UNDERGROUND UTILITIES.
- GROUND COVERS SHALL BE SPACED AS NOTED OR TO INSURE GROUND COVER WITHIN 6 MONTHS OF PLANTING.
- 18. ALL EXISTING PLANTING BED SOILS SHALL BE REPLACED TO A DEPTH
- MULCH SHALL BE EUCALYPTUS OR MELALEUCA MULCH. ALL TREES ARE TO HAVE A 30° RING COVERED WITH A 3° LAYER OF COMPACTED MULCH. ALL SHRUB BEDS WITH A 3° LAYER OF COMPACTED MULCH.
- 20. ALL PLANT MATERIAL SHALL SE FERRILIZES WIN A TABLET FORM BHANGED FERRILIZES CONTAINED MINOR ELEMENTS. FOLLOW MANIFACTURES'S ECCOMMODATIONS FOR MATES. SCOL AREA. SHALL BE FERRILIZED WITH A GRANULAR FORM BEAMACED FERRILIZER WITH MANIFACTURES'S RECOMMENSATIONS FOR RATES.
- 21. PLANTING SOIL SHALL BE A MIX OF 1/3 NATIVE SOIL , 1/3 CLEAN SAND & 1/3 PEAT. IF NATIVE SOIL IS UNACCEPTABLE, CONTACT LANDSCAPE ARCHITECT.
- ALL LANDSCAPING SHALL BE INSTALLED IN A WORKMANLIKE MANNER, AND ACCORDING TO ACCEPTED GOOD PLANTING PROCEDURES WITH QUALITY PLANT MATERIALS AS HEREIN DESCRIBED.
- ALL PROHIBITED PLANT SPECIES SHALL BE REMOVED FROM THE SITE.
- ALL LANDSCAPE AREAS TO BE TREATED WITH PIRE EMERGENT WEED CONTROL. PRIOR TO MULCH INSTALLATION. ADDITIONAL WEED CONTROL SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR UNIT. ENAL SCI. OFF BY THE CITY OF DETAY BEACH.



NC. C WHEELER, CALBARERO CALBARERO CARCEROLE - SUREY SANDA CORD. SAN NATOR CORD. SAN DASCIPIT (FALIGE IN 8 FIELD CAUL

AVENUE TOWNHOMES DELRAY BEACH, FLORIDA 33483 DETAILS

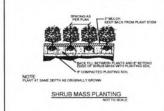
DATE 10/23/23 DRAWN BY GAS F.B./ PG. SCALE

5TH









Porous Paving System
DE SCALPTION
Cold applied, poured in place the Cold applied, pursue parting system designed to bind a selection of decorative aggregates, which provide a bonded, attractive and porous surface for free pit. (ADDAPAVE TP or equivalent,

Reminished prince surfacing on risks of aggregate. Bify costed with https://doi.org/10.00 AMATION.

The registered programming system should be place and dry with a minimum infit depth available of 8 bulbes. City of for Lauderdale designee must approve acceptors.

The bulbes will when release equation of non-personang uses control material and in included, as the for things to go into acceptable they at. This will proved the diff perfoles from registering to the uses growth on thing desire carrier control provided and an acceptable control provided and acceptable control provided acceptable control provided and acceptable control provided acceptable control provided and acceptable control provided acceptable control provid

Next a retireum of 4 school of compactable sub-base malerial shall be placed and compacted followed by 3 inches of washed 857 or 867 aggregate should be applied to the base of the treated area to a depth of 3 inches of section of page 2 page 2 page 2 page 2 page 2 page 3 pag

Finally, ADGAPAYE TP or equivalent mintures are added which consist of two aggregate size choices 5-10mm or 5-15mm. Each aggregate size and type must meet a specific rels design, which is dependent on the application. His designs take into account the first count design and antiquated traffic (seclection usage

oughly initiated together using a formed action miner or similar for a minimum of 2 minutes. Refer to the of Part A and 8. Min to an additional 1 minute after the addition of the initiaty. The ACOLAPACE TO appropriate rises in The mineral ACOLAPACE TO are grainwater trees should be a minimum inhealtherma and more immediately to the point of application.

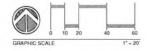
or should be spread evenly across the propered surface at the required depth. The surface should then be h bediesel clear crushed gless git grade 300 onto the finished surface to provide increased skill resistance.

APPLICATION TEMPERATURE. Recommended temperature of application should be between 40°F and 85°F.

Maintenance Note

Any portion of a tree or pairs that overhangs a travel lane shall be maintained with a min. 13°6 vertical clearance.

is a seast thes intelligible or found a structural sof, the potential moting zone could extend from budding face to cost, numbring the extent legisly of the street. This would ensure all adequate victures of soil to meet the large term makes of the type. Where this extre excending its not fassable, a threath, numbring continuous and penalled to the cost, eight feet white and three field deep would be retrievally adequate the continuous street three particulars.



EXISTING PLANT MATERIAL

•	COMMON NAME	BOTANICAL NAME	O.A. HT.	C.T. HT.	COND. %	COMMENTS	MITT.		
1	ROYAL PALM	ROYSTONEA REGIA	26'	20'	50	NUTRITIONAL DEFECIENT	1, DATE PALM	17	0.A.
2	ROYAL PALM	ROYSTONEA REGIA	24'	17"	40	NUTRITIONAL DEFECIENT	1, DATE PALM	17	0.A.
3	CHRISTMAS PALM (Triple)	ADONIDIA MERRILLI	10'	7	70	HEALTHY	1, SUNSHINE PALM	18	0.A.
4	QUEEN PALM	SYAGRUS ROMANANZOFFIANA	18"	14"	60	FAIR	1, SUNSHINE PALM	16"	0.A.
6	ROYAL PALM	ROYSTONEA REGIA	24'	18'	60	THIN, WEAK	1, SUNSHINE PALM	18'	0.A.
			52'					52	

Palms with condition rating of ≥ 50%: Replaced with one palm of equal overall heights (OH) or 16 ft OH, whichever is greater

Palms with condition rating of < 50%: Required to be mitigated on a palm-for-palm basis (16' OH X 8 CT for others & 12' OH X 6' CT for SF & Duplex)

ARBORIST REPORT SUBMITTED AS SEPARATE DOCUMENT.



CAULFIELD & WHEELER,
ON INGRITHE SING
NOODE MOUNT SING ON
ROAD SING ON

5TH AVENUE TOWNHOMES
DELRAY BEACH, FLORIDA 33483

DATE 10/22/23
DRAWN BY GAH
F.B./ PG. -SCALE 1*=10'



