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

LANDSCAPE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of ______, 2019, by and between the City of Delray Beach, Florida ("City") and Granite Wortning, LLC ("Owner").

WITNESSETH:

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

WHEREAS, in order to comply with the City's zoning regulations and Central Business District streetscape standards regarding landscaping the Owner shall be allowed to install landscaping material in the right-of-way of 36 S.E. 2nd Avenue 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 36 S.E. 2nd Avenue; 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, it has been approved by the City and said landscaping has been installed pursuant to said approved plan; 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, which plan is set forth on Sheets LA 1.0 and LA 1.1.
- 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 the landscaping, 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; and 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, 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:
 - (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 right-of-way by the Owner.
- 7. If, for any reason, the City decides it needs the right-of-way of 36 S.E. 2nd Avenue 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. The Owner shall indemnify and hold harmless the City, its officers, agents, servants, and employees from and against all causes of action, demands, claims, losses, liabilities, and expenditures of any kind arising out of the Owner's installation and maintenance of landscaping in the City's right-of-way.
- 9. This Agreement shall constitute the entire Agreement of the parties with respect to the its subject matter. 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. 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.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.		
executed on their behalf this day of		, 20
ATTEST:		CITY OF DELRAY BEACH, FLORIDA
Katerri Johnson, City Clerk		By: Shelly Petrolia, Mayor
Approved as to legal form and sufficiency:		
Lynn Gelin, City Attorney		
GABRIELLA JENNETT (Print or Type Name) Chris Hancock (Print or Type Name)		Granite Worthing Member, LLC, a Delaware limited liability company, its Managing Member By: BlackRock Operating Partnership Property Fund, L.P., a Delaware limited partnership, its Sole Member By: BlackRock US Core Property Fund, LLC, a Delaware limited liability company, its General Partner By: BlackRock US Core Property Fund, Inc., a Maryland corporation, its Sole Member By: BlackRock Realty Advisors, Inc., a Delaware corporation By: Adm Kent Ir Title: Director (Authorized)

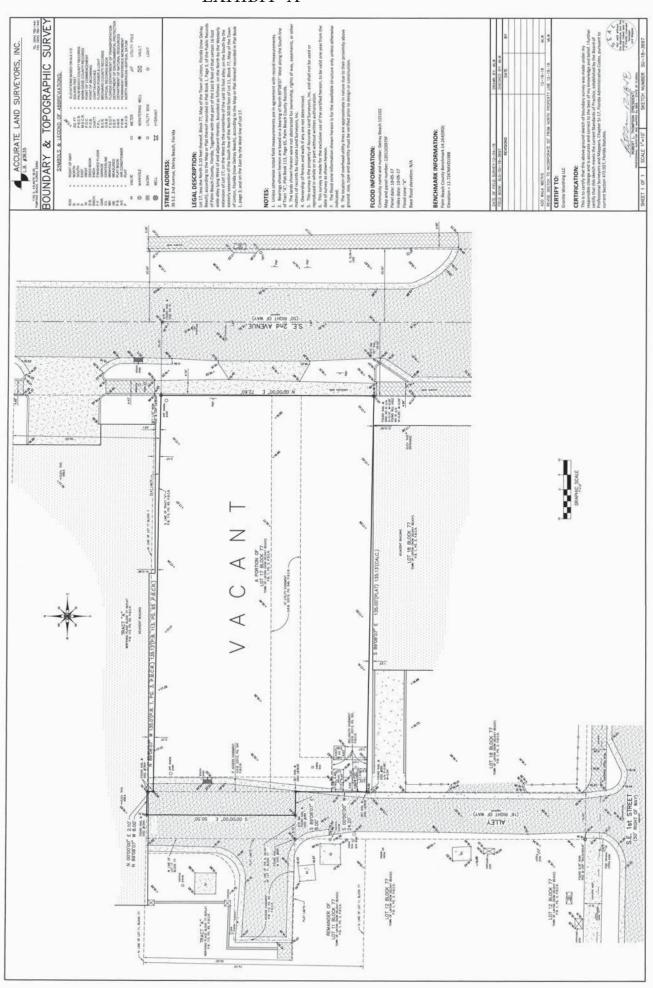
COUNTY OF New York

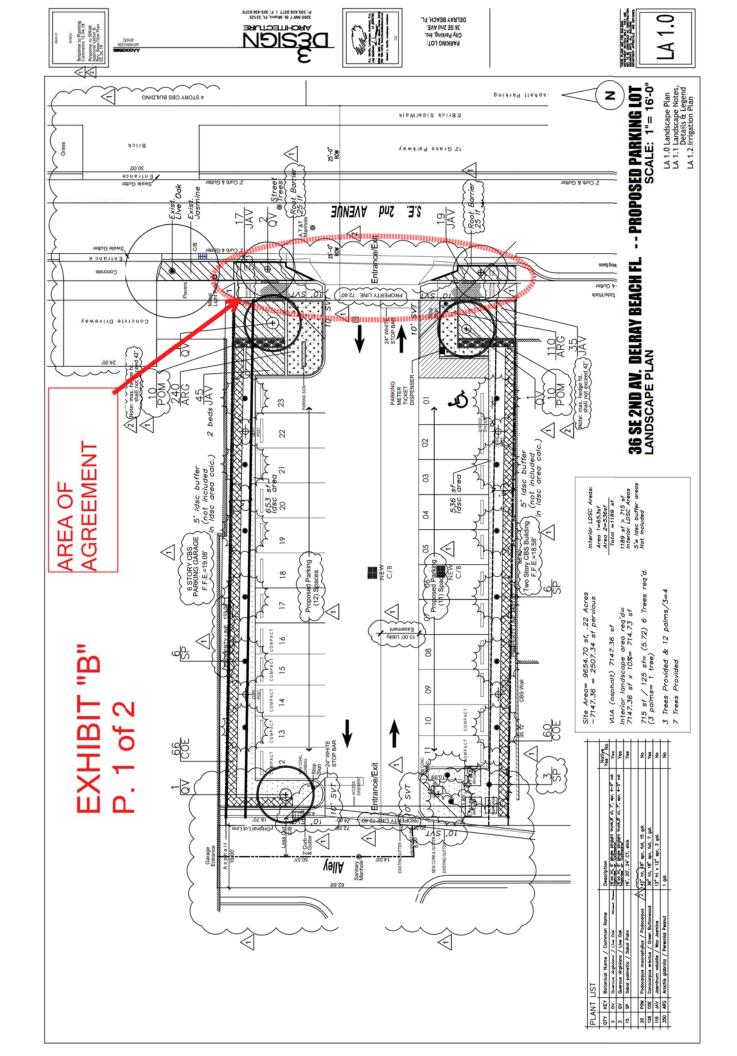
The foregoing instrument was acknowledged before me this 144 day of May, 2019, by 10 m few for a Signalary of BlackRock Realty Advisors, Inc., Investment Manager of BlackRock US Core Property Fund, Inc., sole member of BlackRock US Core Property Fund, LLC, the general partner of BlackRock Operating Partnership Property Fund, L.P., the sole member of Granite Worthing LLC, a Delaware limited liability company. He/She is personally known to me or has produced (type of identification) as identification.

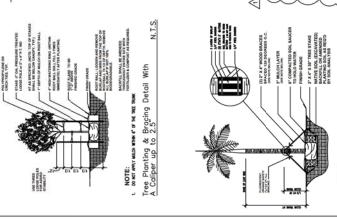
MARIE O NOTAPLE A NOTAPLE A OF NOTAPLE A Signature of Person Taking Acknowledgment

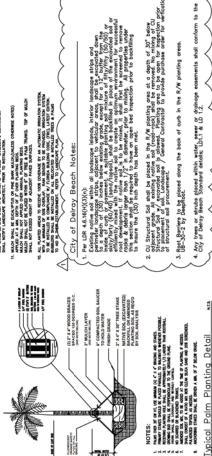
Auramarie Bowhista Name Typed, Printed or Stamped

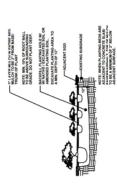
EXHIBIT A











Shrub/Groundcover Detail

LANDSCAPE ARCHITECT'S PLANT / PLANTING NOTES ALL PLANT MATERIA, TO BE FLORBA GRACE NO. 1 (FG #1) OR BETTER FLORBA DEPARTMENT CRACES AND STANDARDS PARTS I AND 5, 5th ESTRICE 2018, RESPECTIVELY.

THO METINGS, PRE-HISTALLATION & SUBSTANTAL COMPLETION, SHALL BE REO'D DURING MELLALATION/CONSTRUCTION PROCESS. PRE-HISTALATION WESTING SHALL SHALLATION.

Response to Planning Comments 12.04.18
Response to SPR4B Approval Letter & Rev, Base /Ste Plan 02.26.19

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- L A MENGRALLY APPRONED LANDSCAPE PLAN IS A LIGAL, A BRIGHE DOCUMENT, NO CHANGES SHALL BE MADE WINOUT PROR NOTPICATION & SUBSEQUENT WINT APPROVAL OF THE LANDSCAPE, ARCHITECT & CONSTRUME MANAGRALITY, (F. RECE)
- LANCECADE PLAN SHALL BE METALIED IN COMPLIANCE WITH ALL LICEAL/PERTHENS NAMES OF CONTRACTOR SALE OF SECURITY OF SALE O
- LUMBSCAPE CONTRACTOR SHALL LOCATE AND VEREY ALL UNDERGRADAD UTLITES PROR TO DIGGING, SURSINE STATE ONE CALL OF FLOREIX. (800) 432-4770. 7. ALL TREES TO BE STAKED IN A COCO WORGMANINE MANAER, NO NAL, STAKING IN TRIANGS PERMITTED, ALL CUTING & STAKING TO BE REMOVED WITHIN 12 MONTHS AFTER PLANTING.
- 8. ALL PLANTING BEDS TO BE WED AND GRASS FREE, AND SAULL BE DECANATED TO A DEPOS OF 17 ST BELOW ADLE PAYED SAULL BE "S BELOW AND PAYED SAPACES ALL GOOTBLOCKING EDISES SAULL BE READORD.
 - 6. ALL INMASKE DOTIC PLANTS (CATA) TO BE REMONDS FROM SITE, FROM TO LANGOLOGY, AND RESIDENT FROM, RESIDENT TO FLUSH DOTIC FROM SITE, FROM TO WANT COUNCE, CHERVE, SINE, SINE SITE OF DOTIC FLANT SINESE, CATHE, CHEV.
- 10. ALL SCO SHALL RE ST. AUGUSTNE "Y CONTINUE ON BOOK (ONLESS OTHERWISE ON BOTH ON LOUR WITH A LINKING AND ABOUTTNE, CARRIS SCO SHALL RE LAND ONR A 2" LINKS OF TROSCE. LANDSCAPE COMPACTOR SHALL HOTFY LANDSCAPE, AND HEIGH, FROM TO RESTALLINGS.
- 11. MALCH SHALL RE EDCALPING OR PARE MARCH (NALISS OTHERWEE HOTED)
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2. In First Land or Profit Benefits Shall be consensus with or program of the profit Benefits Shall be consensus with or profit Benefits Shall be consensus and the profit benefits Shall be consensus and the profit had been consensus and the profit had been consensus and the profit had been consensus to have the consensus and the profit had been consensus to have profit been consensus and the p

TYPICAL TREE WITH ROOT BARRIER

CITY of DELRAY BEACH

City of Delray Beach Notes:

1. Per LDR 4.6.16(n)(3)(n):
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CU Structural Sail shall be placed in the R/W planting area at a depth of 30° below soldent growed. All establing thinking of CU Structural Sail w/ enconded and inclining area to see sone for inspection prior to placement of all w/ enconded and is allowed. Planting area to be sone for inspection prior to placement of all undergoe. For every conditions are all provide purchase order for verification to structural sold procurement.

 $3.\,\rm Root~Barriers$ to be placed along the back of curb in the R/W planting areas. $\rm UB{=}30{-}2~by~DeepRoot.$

Native Yes Yes Yes 2 8 2 2 10 A Description
Street Trans. Significant supply trans. S. ct. 7, spr. 4–5 col.

Street Trans. Significant Significant Street Significant Street Street. Significant Street. Significant Street. Stre 2 42 ht, 18" spr. full, 15 gol. 36" ht, 18" spr. full, 7 gol. 12" ht x 12" spr. 3 gol. 20 POM Podocarpus mocrophylus / Podocarpus 126 COE Concorpus erectus / Green Buttonwood 116 JAV Joanirum volubile / Wox Joannire 350 ARG Arochis globroto / Perennia Penut
 QTY
 KEY
 Botanical Name / Common Name

 2
 QV
 Quercus véginlana / Live Ook
 Srv

 3
 QV
 Quercus véginlana / Live Ook
 Sobal palmetto / Sabal Palm

 15
 SP
 Sobal palmetto / Sabal Palm
 PLANT LIST

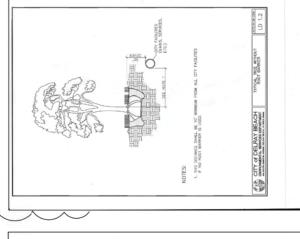


EXHIBIT "B"

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DELRAY BEACH, FL. 36 SE 2nd AVE. 36 SE 2nd AVE.

P. 2 of 2 1)Panel 0.085 thick polypropyle Deep Root.com, 415-781-9700 Root Barrier Specifications: UB-36-2, by Deep Root 2) Zipper join system 3)Rounded edges 50 lf / UB-36-2 5)anti-lift pads Root Barrier 4)36" depth

36 SE 2ND AV. DELRAY BEACH FL. -- PROPOSED PARKING LOT LANDSCAPE NOTES, DETAILS & LEGEND

LA 1.0 Landscape Plan
LA 1.1 Landscape Notes,
Details & Legend
LA 1.2 Irrigation Plan

