

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 _____, 20__ by and between the City of Delray Beach, Florida ("City") and **BROSEN 1 DELRAY 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 landscape Ordinance, the Owner shall be allowed to install landscaping material in the right-of-way of **166 SE 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 **166 SE 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 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 right-of-way by the Owner.

7. If for any reason the City decides that it needs the right-of-way of **166 SE 2nd Avenue** or for any other 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 and employees from all suits, actions, claims and liability arising solely 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 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. This Agreement may not 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on their behalf this ____ day of _____, 20__.

CITY OF DELRAY BEACH, FLORIDA

By: Shelly Petrolia, Mayor

Lynn Gelin, Interim City Attorney

(OWNER)

CLIFFORD ROSEN
(Print or Type Name)

CLIFFORD ROSEN MANAGER
(Print or Type Name)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this day of February 13, 2020, by Clifford Rosen (name of person), as manager (type of authority) for Brosen I. Davay LLC (name of party on behalf of whom instrument was executed).

Personally known ~~X~~ OR Produced Identification
Type of Identification Produced

Notary Public – State of Florida



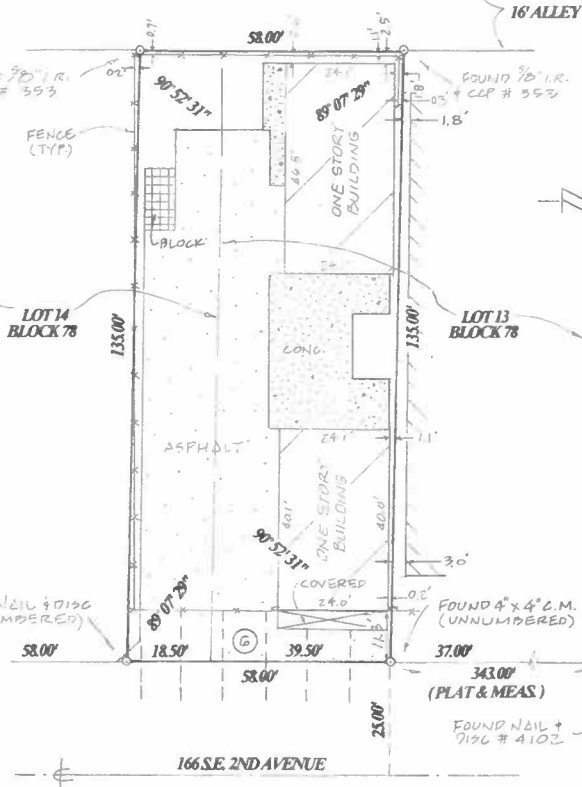
LOT 6
BLOCK 78

LOT 5
BLOCK 78

THE SOUTH 39.5 FEET OF LOT 13 AND THE NORTH 18.5 FEET OF LOT 14, BLOCK 78

TOWN OF LINTON NOW DELRAY

According To The Plat Recorded In Plat Book 1, Page 3, Recorded In The Public
Records Of Palm Beach County, Florida Said Land Situate, Lying, And Being In
Palm Beach County, Florida.



SCALE: 1" = 20'

BEARINGS SHOWN HEREON ARE RELATIVE TO PLAT
AND ARE ASSUMED.

NO ABSTRACT OR TITLE SEARCH WAS PERFORMED
TO DISCOVER THE EXISTENCE OF ANY EASEMENTS
OR RESTRICTIONS OF RECORD.

ELEVATIONS SHOWN HEREON ARE BASED ON
NATIONAL GEODETIC VERTICAL DATUM OF 1929
UNLESS OTHERWISE NOTED.

NO BELOW GROUND IMPROVEMENTS, FOOTERS,
FOUNDATIONS OR UTILITIES HAVE BEEN LOCATED
OR SHOWN ON THIS SURVEY.



Not to Scale

Vicinity
Map

O.R.B. = official record book	Tran. = transformer pad	P.B. = plat book	P. = plat	P.G. = page
C.B.S. = concrete block structure	F.P. & L. = Florida Power & Light	Typ = typical	P. = power pole	I.R. = iron rod
P.C.C. = point of compound curve	CM = concrete monument	R.W. = right-of-way	M = measured	R = radius
P.C.P. = permanent control point	P.R.C. = point of reverse curve	Δ = central angle	I.P. = iron pipe	D = dead
P.O.C. = point of commencement	P.L. = point of intersection	⊙ = bearing basis line	RP = radius point	O/S = offset
P.O.B. = point of beginning	P.T. = point of tangency	Asph = asphalt	L = sec length	Conc = concrete
D/E = drainage easement	e = not field measured	M.H. = manhole	CL = centerline	Estmt = easement
C.M.P. = corrugated metal pipe	W.P.F. = wood privacy fence	U/E = utility easement	ALUM. = aluminum	Calc = calculated
R.L.S. = registered land surveyor	Chatt = chattahoochee	CLF = chain link fence	P.C. = point of curvature	
L.B. = licensed business	ELEV = elevation	P.R.M. = permanent reference monument		



801 S.E. 8th Ave., Suite 101
Delray Beach, FL 33483

Phone 561-243-482
Fax 243-486

Authorization Number LB6304

I hereby certify that the Sketch of Boundary Survey shown hereon
meets the minimum technical standards set forth in Chapter SJ-17.50,
Florida Administrative Code pursuant to Section 472.027, Florida
Statutes.

Harry A. Burgess
P.L.S. No. 5089

Certified To:

Flood Zone: "X"
Map No: 125102 0004 D
Map Date: 1-5-89
Date: 3-29-17
Job No: 3-17-090
Revised:

Not valid unless
sealed with embossed
surveyor's seal



	STATE OF NEW YORK DEPARTMENT OF ENVIRONMENTAL CONSERVATION DIVISION OF WATER	IRIGATION NOTES
THESE NOTES, COMPLETED BY THE OWNER, ARE THE PROPERTY OF THE STATE OF NEW YORK. THEY ARE TO BE RETURNED TO THE DIVISION OF WATER, 609 STATE STREET, ALBANY, NEW YORK 12243, UPON REQUEST.		
1. NAME OF PROJECT: _____		
2. LOCATION OF PROJECT: _____		
3. NAME OF OWNER: _____		
4. NAME OF ENGINEER: _____		
5. NAME OF CONTRACTOR: _____		
6. NAME OF SUBCONTRACTOR: _____		
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STATION NUMBER	100
VALVE SIZE IN INCHES	10
FLOW RATE IN GPM	100

- [illegible]

