## 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 2<sup>nd</sup> 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-ofway 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:

2

(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 2<sup>nd</sup>** 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\_\_.

3

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

By:

Shelly Petrolia, Mayor

Katerri Johnson, City Clerk

Approved as to legal form and sufficiency:

Lynn Gelin, Interim City Attorney

(Print or Type Name)

STATE OF FLORIDA

(OWNER) 1 ANAGER -0.96 RFORD

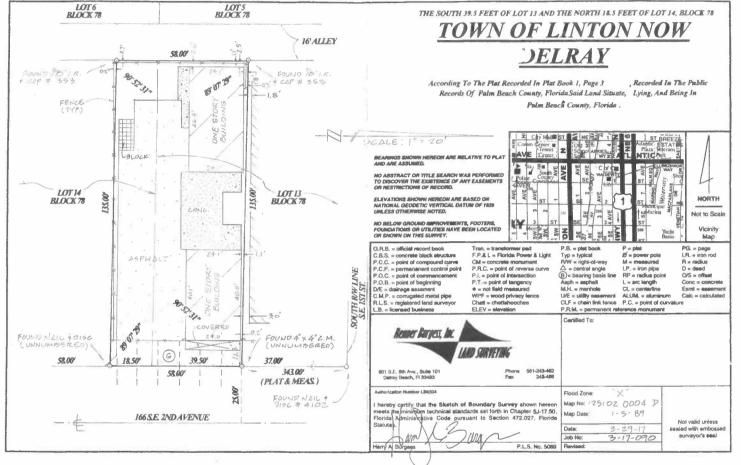
(Print or Type Name)

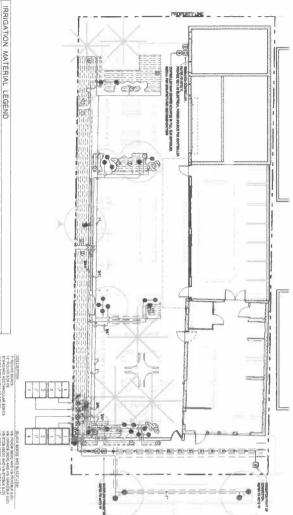
COUNTY OF PALM BEACH The foregoing instrument was acknowledged before me by means of p physical presence or  $\Box$ online notarization, this <u>day</u> of <u>Ectrum 13</u>, 2020, by <u>CL fford Rosen</u> (name of person), as <u>manager</u> (type of authority) for <u>Brown 1 Deby UC</u> (name of party on behalf of whom instrument was executed).

Personally known \_\_\_\_\_ OR Produced Identification Type of Identification Produced

Notary Public - State of Florida

TERI STAGLIANO Notary Public - State of Florida Commission # GG 042282 My Comm. Expires Feb 19, 202





IRRIGAT		AL LEGEND works of operations to head with the second basis count to be down as a to be in the down as a to be in
	NUNTER	20.6.1 (2) m. TARKA BITM BE DREATING ANTRONUM VIEWLICE IN THE CAR HAND AT 17 OC - SHARDON SAFTTRA BANK BE REALE AL COMMANDER OF LORGEN AND A VARIANT VIEW AND AND AN A VARIANT VIEW AND
HO IN MIDOL	HUNTER	BD-T BDILD-DRIP W 10-13 THREADE, 2007 PLD 17mm BAREED FITTINGE POR ALL CONNECTIONS BETWEED DRIP TUBIND
	HUHTER	PLO-000 YPMM SARAX 112" MAPT MALE ADAPTERS WITH PVC TEE OR ELL PITTIHD & FOR CONNECTION SETWEEN PVC LINES AND DRUP TUGHD
۲	HUNTER	הקראים אומי הבשי הבשי הבקור אובין וויזיבעות אירויה אבוויזיב אובן אינו אירוי דרבי דרויקטא בשי הי נריקי היו בעקבו וווווווווווווווווווווווווווווווווו
0	HUNTER	OD/N DRP FLUEN I MOUNTON HOLLIE, DRANGE IN COLDE, WITA LED. DATO A HIMTER FROM IL 12: PORUE INFORMATION ADD. THE FLUEN HOLZIE MALLIE DAVORTED TO INDRY LUEN NATER UNTO THE A MATER AND CAUGED FOR HOMAN. OP ENTRONO THE DR P WITD
6	204	1-172" POTABLE BUS WETER WITH 1112" OR BUICE LINE, VEROPY BLE, LOCATION, AND STATIC WATER PREBBURE IN PICC
•	WILKINB	\$MALE, 1-112' HP BACKPLOW PREVENTION DEVICE WITH 1-112' WYE STRANES
9	HUNTER	ICVITIBID 1" NORMALLY CLOBED, PLAITIC MARTER CONTROL VALVE
I	LABCO	IS, O, CLOBE SCH. IN PVC TRUE-UNION BALL VALVE WITH SOLVENT WELD CONNECTIONS, LIVE BLE
6	HUNTER	HO-SECURD DURCE COURCER VALVE, INSTALL WITHIN 10" ROUND VALVE BOX
	TORD	icu 1010 fá 111 bídet a drup remote control valve abatualy, matali torio t-alformal, ant diec filter and de ministra Prodibume redula tor rua matau bistrali both on the doministrada ude of each drup renote control, valve
0	PANN BIRD	солтась, ще зниць і к лерьзимате денаць, за клисов мает сонтары, ще и ути поред мыет продел доя денамы цат. 1 за игото мирозда постатих, сельсито то за калитова систотись де нака, ка иготыхалах посьсялов вномно на кала, А напозиваних на калоне пителе обмоде соотодолят в ямы, сосклози или омне практитоци до пераедаетлялие ямоя по в платио имода.
0	PAUN BURD	REGRES BESUES RAW BENEER WITH WETAL BAUCKET, WOUNT TO TOP OF WALL IN FULL SUN EXPOSURE AND WRE TO CONTROLLED
	NAN	130 VOLTELECTRICAL POWER, PROVIDED BY BLECTRICAN VERIFY ACTUAL LOCATION IN RELD
	AB ASPROVED	BAC INEE 1-10, SCH 40 BIX MART WELL AN MANUFARE 14 BRIDW DAYDE ALL BULLADE BALL BRIDTAN THEIRE NOCHMA BAC INEE 147, 1114, BCH 40 AB LATERAL LIKES 17, SCL DW DAYDE
	AS A PPROVED	AVC M RE BCH 40 AS BUT RUND, I THAR THE DAMETER OF MINE DAMETER LARDIE CARDIE MACE IELOW ALL MANNO, HARDBEARE ETC AND AS BHECTED BY OWNERS AUTHORIZED REPRESENTATIVE
ND EVERAL ON	LARCO	and the second s
ND BYN BOL		M ANUME PRE ALL PETHOD USED WITH BUCKNESS M ANUME PRE ALL PETHOD USED M ATCH THE LATERAL LINE PRE A
TOO MAD ON	PANCE ELECTRIC	ישנים באור איז

IT ROUND BOXES 14" ROUND BOXES STANDARD RESTANDULAR BOXES JUMBO RECTANDULAR BOXES IRRIGATION NOTES **UKDEND** VE-INTERPECTION AND VE-INTERPECT

LICE INVEL CONFORM TO THORE INDER OF THE DRAWIGS. HO SUBATTIVINOSS OF MALLER REP SHALL BE PERMITED. INF WINDERVINOSS OF MADORING REPORTS ALL DANADED A TEO INVE INVEL BE REMOVED INDUITING SITE AT THE THRE OF AND REMETION. C. LA TERAL, LINE AND CONTROL WIRE CONDUIT UNDER PAYING INVALL BE INSTALLED IN BEIN EXVED SHALL BE A MININUM OF TWICE (27) THE DIAME TOR OF THE RIPE TO BE IN DEV (2)

SACAPLOW PREVENTION DEVICES AND ALL PERKS SETWEEN THE FORT OF COM DW PREVENTER AS PER LOCAL CODES

Θ 3

ATTER LOCATION, GUE AND WA PORMATION BHOWN ON THERE ATTON DATHERED IN THE PIELD. TEX MAD BURG IN THE PIELD MOUR TO STARTHO DRAMMOD B POUND TO BE DIPPEDENT THAN THE INFREDUCTELY NOTIPY THE LANDSCAPE ANCHITEC

SCAL POWER BOURCE AT CONTROLLER LOCATION INVALL BE PROVIDED BY OTHERS. THE NITACTOR SINAL MARE THE PHAL CONNECTION FROM THE RECOVIDED BY OTHERS. TO THE

O QUICK COUPLING VALVE

3 BALL VALVE

PLORIDA BUS, DING CODI - APPENDIX P

No.

BARDENTY NUM

0

PUBLICITY OFFLAR ARE TO BE HATAL 2 -- TING REMAINS OF AREA OF-SURVEY OFFLAR NAM BED IF SCHED

PANED AND A NEW 2 DEV. PANED AND A BACKTILL AND ODWI PER APPENATION 7

-

No.

нов на литерато под нал вер сонтад
под со

Ęŧ

CONTRACTOR BHALL FLUBH AND ADJUBY AUL BPRINKLER IMAL OVERBPRAY ONTO WAUKS, BTREETS, WALLS, ETC

DIADRAMATIC ALL REINO, VALVED, ETC. INVOVISI WITHIN PAVED AREAS IS FOR DEDIDIN DNLY AND BHALL SE INSTALLED IN PLAYTING AREAS WHEREVER POSSIBLE. THE CONTRA

ip

THE OF THE WEIGHT OF CONTRACTOR, TO PARLAWAUE ENABLY WITH ALL ORAD TON OF WALLS BERTANDEN WALLS BETWEIN HER MEDIATION TO THE THE WEIGHT OF BERNAN ON REFLACE ALL ITENDS ANALORD IN THE WORK HE SHALL COORDINATE HE ONTRACTORS FOR THE LOCATION AND METALLATION OF PIPE SLEEVES THROUGH WATS AND RANNO, ETC.

THAL THE BRUIK OF INTEL AN ADDRESS OF THE DRAWNED AND TO BE OWNOUT TO DRAWNED AND THE DRAWNED

UPMENT NOT OTHERWISE DETAILED DR 189 NECOM MENDATIONS AND IPPECIFICATIONS FIED BHALL BE INSTALLED AD PER

И СОИТМАСТОР, ВИАЦ I ИВ ГАЦ СИССА У VALVED ОМ АЦ, НЕАОВ И АЛЕАВ МИЦЕВЕ РИНЫК ОВАС ИНВЕЕ ФОВТ VALVE, ВИЛГО-РЕ ИОЛАНИКО, СР. ТИЕ ИНВОДАТОИ МЕЛО ОССИЛАВ ОН АВ DIRECTED ИЗ АЛГЛОИЦЕВ ВЕРЕВЕШБИТАТИЧЕ.

PROVIDE 1400 PC4 (PRESSURE COMP DISPRAY ONTO STREETS, WALKE OR S DIRECTED BY THE DW

6 ALL REMOTE CONTROL VALVES, GATE VALVES, QUICK COUPLERS, CONTROL WASE AND PULL PONTES SHALL SE HEFALLED IN A PRODVED VALVES BOXES WITH COVERS

R-1

and the second 83¢98:

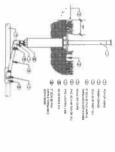
IN STATUTOR AND DETAILS

۲

and Soldie HISCI &

LITERAL LEDGE HANG MANALINE REPORT INTERVE MALTINE DIRALLE DE TYPE & COPRETA NO EL SPORTA FOR CAR DELL'ACTUAL LEDGA HANG MAR DENUTIONE MALLE COMETA DE ALCONER ANO EL SPORTA FOR CAR MANGINE CALIFINALEDES ALL'ANNO TRECLAST THE BAUCHINE TO DE TENDER AND TRECLONE BAUCHINE TO UPPORT FORME HANG MAR PEROVINETE Y DE ALMERAT

8 DRIP IRRIGATION



ť

fectings (

POLYREPROM LATERAL PET Deliveral 3.50° (E1.4 Cells Cond Columnation (Rectarged)

1 Ann

Incol T was it reads (Frith the Incol T was it reads (Frith the Section An 1); then a Section (Fri May 2 care T uses (F324 care 4) and Even (Frith E Creat); the Incol Care Reads (Frith Care) (Frither) and Frith T an ends (Fried B) (Frither)

1 POP-UP SPRINKLER/TREE BUBBLER

CHRIS CABEZAS

NO NE STH AVENJE DELINAY BEACH, FL 33 SD1.380.0771 | chikash



BUNCED!

2

Marine Providence

時間

r Ū









TOPACION CONTRACTOR CO



000











































225 L3 the 6x this certilend 25 x1 them by Colleni devi

000

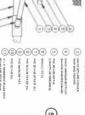


S what pay and some some a



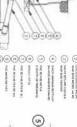
R La

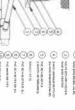






















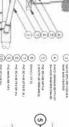










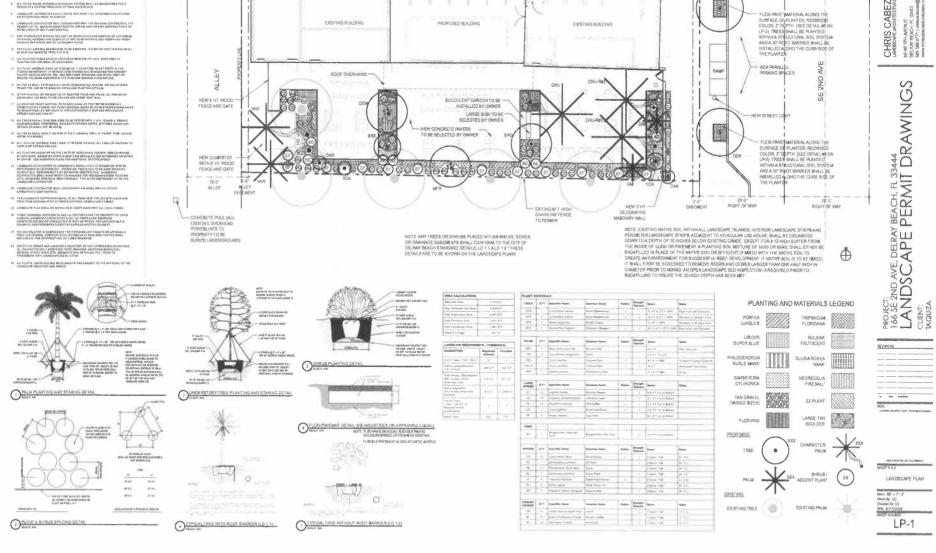












P ALL SEES SPECTIOD FOR PLANT MATERIAL ON THE FLAR AND PLANT LIST BAALL SE 4 ALL FLANT MATERIAN WART OF ETC IT IS THE APPCOTED WE WARD REQUEL FOR SOME HERMIT AND APPLICE ALL TREES INLING SARABOAKING GROUND COVERS BAALS SS BUARANTESS FOR A MESSIN OF A MONTHS FROM DATE OF PEAK ACCEPTANCE

ALL FLART MATERIAL & PROFILS & ROMA ON LANDOLARY PLANE BALL & CONSIDERED CANDRAMANICAL AND BACKED BY ADVISITED IN THE PROFILE BY LANDAC APE CONTINCTOR CONSIDERAL STATEMENT AND ALL CITIES OF STRUCTURE

1 PLART LOT SHARE FIRST SERVICE OVER PLARTING FLAR IN GAME OF INDEED FOR COMPANY AND A STATE OF THE PLARTING FLAR IN GAME OF

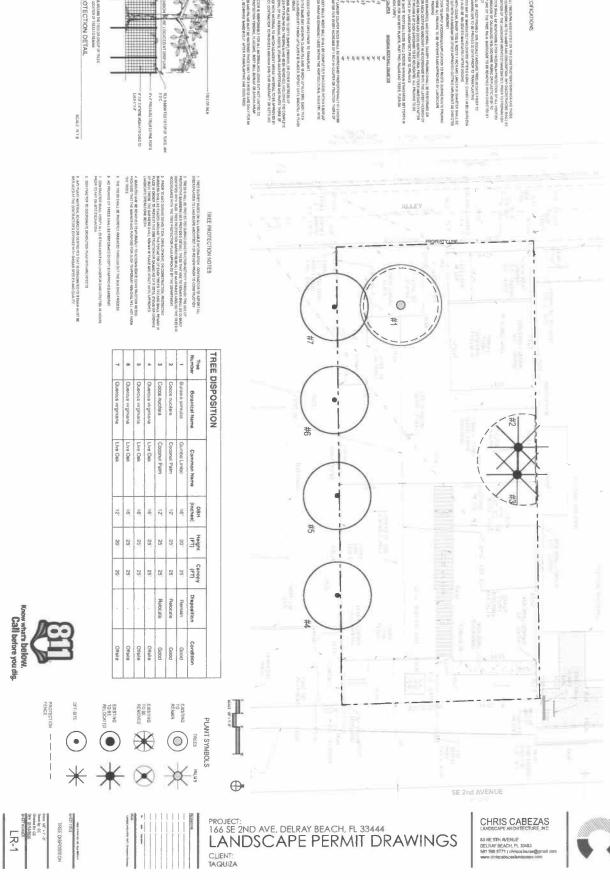
LANSBEART & DOWN FANCTION & HOW HAVE AN A 12 BETWARD OF BANK THESE OF WARDER AND DOWN ON THE LANSBEART PARCHITECTS IN DRAWING FROM TO DURING THE ADDR AND DOWN ON THE LANSBEART PARCHITECTS IN DRAWING FROM TO DURING AND DURING AND

CHRIS CABEZAS LANDSCAPE ARCATECTURE, INC 80 NE 5711 (ANDRUE DELIVAY EBICH, R. 2043 591 59771 (ANDRUE) 291 59771 (ANDRUE) 291 29771 (ANDRUE) 291 29771 (ANDRUE)

BIKE BACK WITH

BLACK FINISH LE QUEERS

IIF





918 918

INVESTOR NO.

110

-

ON SHALL BE RESPONDED. E FOR RECADE OF GALVANUED WITH DEC UNIT OF THE THER HALM BARDED

O DHERM

RELOCATION SPECIFICATIONS

