

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

LANDSCAPE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2020 by and between the **City of Delray Beach**, Florida ("City") and **Delray Beach Community Redevelopment Agency** ("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 within the Central Business District, Owner shall be allowed to install landscaping material in the right-of-way of N.W. 6th 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 N.W. 6th 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 sixty (60) 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 N.W. 6th 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 to the extent feasible under the circumstances and only if such actions are permissible in accordance with the conditions of approval of the site plan of the subject property. If feasible and permissible, Owner shall remove all landscaping from the right-of-way within sixty (60) 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 directly out of damages incurred solely due to the Owner's negligence in the 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. 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 subject property, and such future owner shall be deemed to have assumed all the owners obligations hereunder.

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 _____, 2020.

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

WITNESSES:

**OWNER: DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY**

(Print or Type Name)

By: _____
Shirley Ervin Johnson, Chair

(Print or Type Name)

STATE OF FLORIDA _____

COUNTY OF PALM BEACH _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 20__, by Shirley Ervin Johnson (name of person), as Chair (type of authority) for DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY, a Florida public body corporate and politic created pursuant to Section 163.356 F.S. (name of party on behalf of whom instrument was executed).

Personally known ___ OR Produced Identification ___
Type of Identification Produced _____

Notary Public – State of Florida

EXHIBIT A
Subject Property

LEGAL DESCRIPTION:

PCN 12-43-46-16-01-012-0060 - (ORB 12154, PAGE 204): THE EAST 130 FEET OF THE NORTH 100 FEET OF THE SOUTH 302.1 FEET OF THE SOUTH ONE-HALF OF BLOCK 12 OF THE CITY OF DELRAY BEACH (FORMERLY LINTON) ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 3, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. AND

PCN 12-43-46-17-01-012-0170 - (ORB 20232, PAGE 738): LOT 17, BLOCK 12, MONROE SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 14, PAGE 67, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

EXHIBIT B
Approved Landscape Plans

08/21/20
ISSUED FOR:
1. ISSUED 11/19/19
2. SUBMISSION 02/27/20
3. SUBMISSION 08/21/20

New Building
Lot 20 and 26 NW 6th Ave
Delray Beach, Florida

PLA DESIGN STUDIO, PLLC
LANDSCAPE ARCHITECTURE
2385 NW Executive Center Dr., Ste. 240
Boca Raton, FL 33431
c. 561-318-5256
estudio@pladesignstudio.com

seal
Stephanie Portus FL Reg LA 6667215
Certificate of Authorization LC26000690
project number
19-057
sheet name

LANDSCAPE PLAN

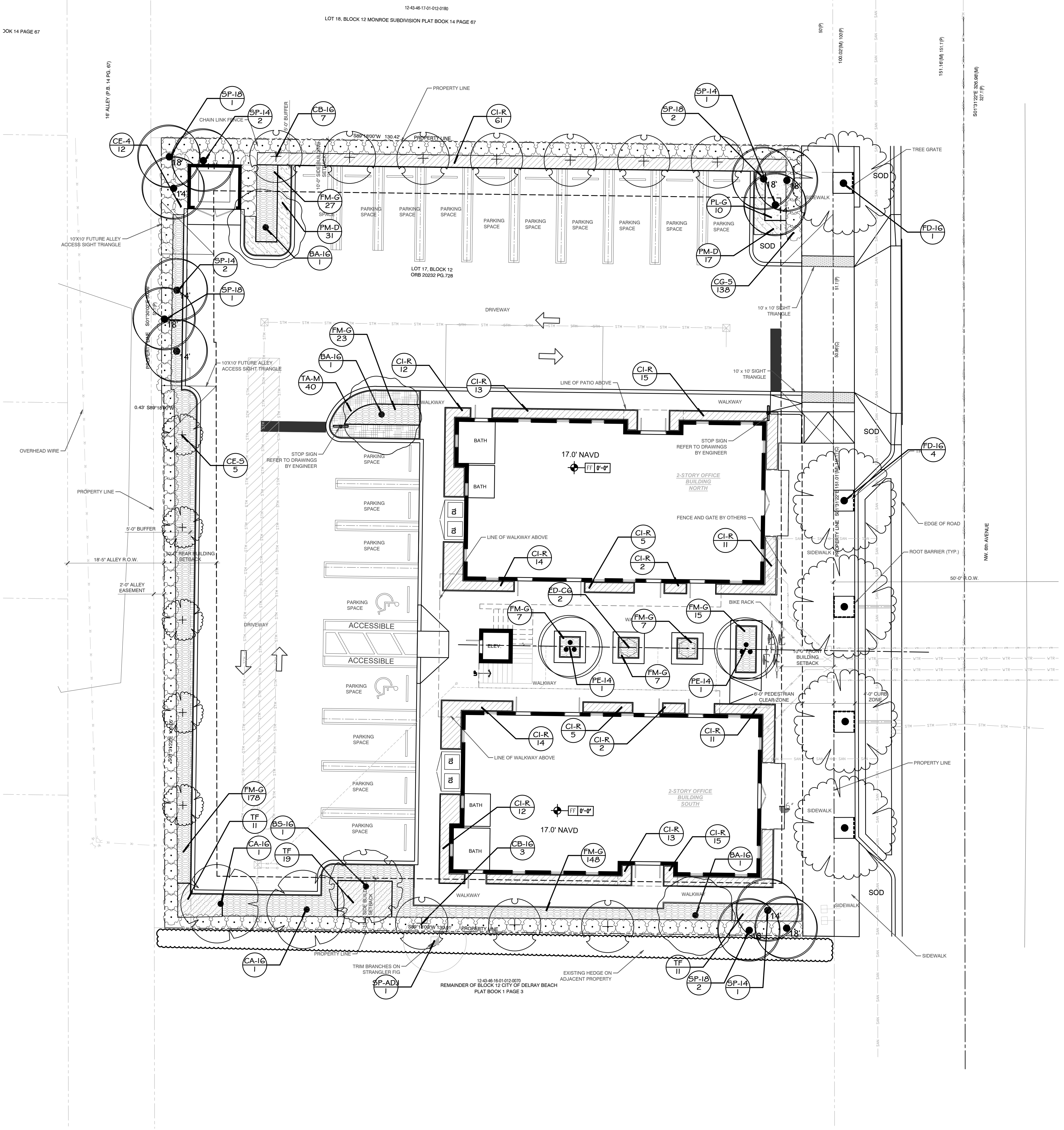
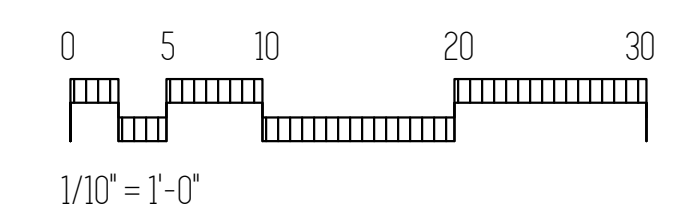
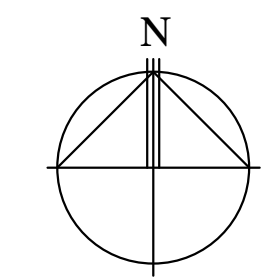
sheet number
L-2

| LANDSCAPE CHART | |
|--|------------------|
| REQUIRED | PROVIDED |
| STREET TREES- 14' HT MIN | |
| 1 TREE PER 30 LINEAL FEET 151 LINEAL FEET = 5 TREES | 5 TREES PROPOSED |
| NORTH BUFFER | |
| 1 TREE PER 25 LINEAL FEET 130 LINEAL FEET = 6 TREES | 8 TREES PROPOSED |
| SOUTH BUFFER | |
| 1 TREE PER 25 LINEAL FEET 130 LINEAL FEET = 6 TREES | 6 TREES PROPOSED |
| WEST BUFFER | |
| 1 TREE PER 25 LINEAL FEET 151 LINEAL FEET = 6 TREES | 6 TREES PROPOSED |
| INTERIOR | |
| 10% SF OF PARKING/ACCESSWAYS 1 TREE PER 125 SF 8,565 SF * 10% = 856.5 SF 872.9 SF = 7 TREES | 7 TREES PROVIDED |

- PLEASE NOTE:
- ALL PLANT MATERIAL SHALL BE FLORIDA #1 GRADE OR BETTER
 - MULCH SHALL BE APPLIED TO A MINIMUM DEPT OF THREE (3) INCHES IN ALL PLANTING BEDS
 - ALL PROHIBITED PLANT SPECIES SHALL BE ERADICATED FROM THE SITE
 - ALL LANDSCAPE AREAS SHALL BE PROVIDED WITH AN IRRIGATION SYSTEM, AUTOMATICALLY OPERATED, TO PROVIDE COMPLETE COVERAGE TO ALL PLANT MATERIALS AND GRASS
 - THREE (3) PALMS ARE EQUIVALENT TO (1) SHADE TREE
 - SOD AND IRRIGATION SHALL BE PROVIDED WITHIN THE UNPAVED PORTION OF THE RIGHT OF WAY ADJACENT TO THE PROPERTY LINE
 - REINFORCED CONCRETE CURBING AT LEAST SIX INCHES IN HEIGHT SHALL BE PROVIDED AROUND ALL LANDSCAPE ISLANDS AND AS A SEPARATOR BETWEEN ALL LANDSCAPE AREAS THAT ARE ADJACENT TO VEHICULAR USE AREAS UNLESS SUCH CURBING WILL INTERFERE WITH THE DRAINAGE

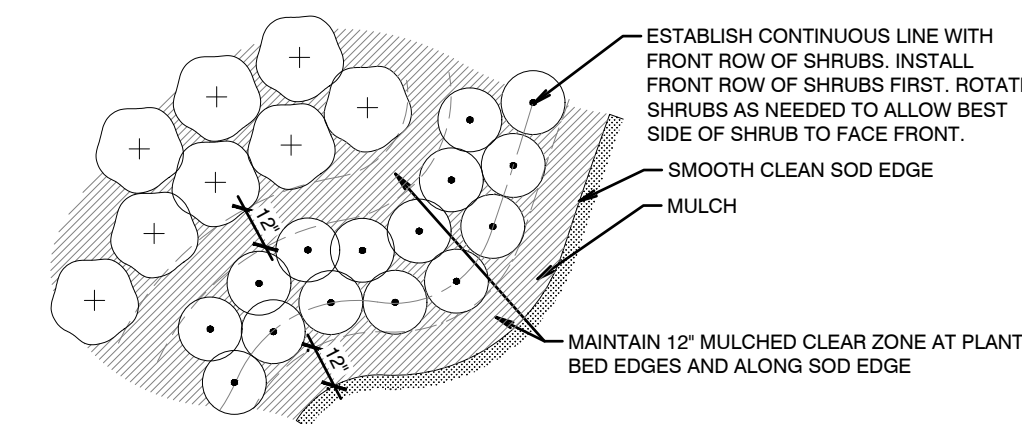
| LANDSCAPE CHART | | |
|-----------------|--|-----------|
| A | TOTAL LOT AREA | 19,653 SF |
| B | STRUCTURES, PARKING WALKWAYS, DRIVES, ETC | 15,976 SF |
| C | TOTAL PERVIOUS LOT AREA C = (A-B) | 3,677 SF |
| D | AREA OF SHRUBS AND GROUND COVER REQ'D D = (C X .30) | 1,104 SF |
| E | AREA OF SHRUBS AND GROUND COVER PROVIDED | 2,023 SF |
| F | NATIVE VEGETATION REQ'D F = (D X .25) | 276 SF |
| G | NATIVE VEGETATION PROVIDED | 684 SF |
| H | TOTAL PAVED VEHICULAR USE AREA | 8,565 SF |
| I | TOTAL INTERIOR LANDSCAPE AREA REQUIRED I = (H X .10) | 857 SF |
| J | TOTAL INTERIOR LANDSCAPE AREA PROVIDED | 1,213 SF |
| K | TOTAL INTERIOR SHADE TREES REQUIRED K = I / 125 SF | 7 TREES |
| L | TOTAL INTERIOR SHADE TREES PROVIDED | 7 TREES |
| M | TOTAL LF SURROUNDING PARKING/VEHICULAR USE AREAS | 167 LF |
| N | TOTAL NUMBER OF PERIMETER TREES REQUIRED N = (M/30) IF ADJACENT TO RESIDENTIAL USE N = (M/25) | 7 TREES |
| O | TOTAL NUMBER OF PERIMETER TREES PROVIDED | 20 TREES |
| P | TOTAL NUMBER OF EXISTING TREES TO BE SAVED ON SITE | 0 TREES |
| Q | TOTAL NUMBER OF NATIVE TREES REQUIRED Q = [(K+N) X .50] | 7 TREES |
| R | TOTAL NUMBER OF NATIVE TREES PROVIDED | 7 TREES |
| S | TOTAL NUMBER TREES ON PLAN PROVIDED | 27 TREES |

FOR SUBMISSION
08/21/20

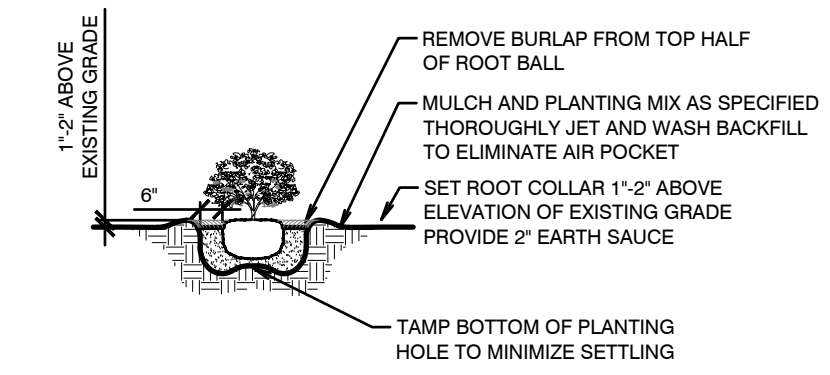


PLANT SCHEDULE PROPOSED

| TREES | BOTANICAL / COMMON NAME | CONT | CAL | HT | SPD | QTY | REMARKS |
|-------------|--|--------------------------|--|--------|-----------|---|---|
| BA-16 | Bulnesia arborea / Verawood | 100G | 3" CAL | 16' HT | 3'-4' SPD | 3 | GRADE #1, STRAIGHT TRUNK, SYMMETRICAL HEAD |
| BS-16 | Bursera simaruba / Gumbo Limbo | 30G | 4" CAL | 16' HT | 7' SPD | 1 | GRADE #1, SINGLE LEADER, FULL DENSE SYMMETRICAL CANOPY |
| CB-16 | Calophyllum brasiliense / Brazilian Beautyleaf | B&B | 3" CAL | 16' HT | 6'-7' SPD | 10 | FLORIDA FANCY, SINGLE LEADER, FULL DENSE, SYMMETRICAL CANOPY, 8' CT. MATCHING-SUBMIT PHOTO TO LA FOR APPROVAL |
| CA-16 | Cassia bakeriana / Apple Blossom Tree | B&B | 2" CAL | 16' HT | 9' SPD | 2 | FULL, DENSE CANOPY, NO VOIDS. GOOD COLOR. STRAIGHT TRUNK |
| CE-S | Conocarpus erectus 'Sericeus' / Silver Buttonwood | FIELD GROWN | 2" CAL | 16' HT | 7' SPD | 5 | SINGLE LEADER, DENSE, SYMMETRICAL CANOPY. MATCHING, 8' CT |
| FD-16 | Filicium decipiens / Japanese Fern Tree | FIELD GROWN | 2" CAL | 16' HT | 7'-8' SPD | 5 | FULL, DENSE CANOPY, NO VOIDS. GOOD COLOR. STRAIGHT TRUNK, MATCHING |
| PALM TREES | BOTANICAL / COMMON NAME | CONT | CAL | HT | SPD | QTY | REMARKS |
| PE-14 | Ptychosperma elegans / Alexander Palm | B&B | | 14' HT | 10' SPD | 2 | TRIPLE, FULL HEAD, STRAIGHT, UNSCARRED TRUNK. MATCHING |
| SP-14 | Sabal palmetto / Cabbage Palmetto | FIELD GROWN | | 14' CT | | 6 | FLORIDA FANCY, SLICK-MATCHING. SUBMIT PHOTO TO LA FOR APPROVAL |
| SP-18 | Sabal palmetto / Cabbage Palmetto | FIELD GROWN | | 18' CT | | 6 | FLORIDA FANCY, SLICK-MATCHING. SUBMIT PHOTO TO LA FOR APPROVAL |
| SP-ADJ | Sabal palmetto / Cabbage Palmetto | N/A | | | | 1 | ON ADJACENT PROPERTY |
| SHRUBS | BOTANICAL / COMMON NAME | CONT | HT | W | QTY | REMARKS | |
| CG-S | Clusia guttifera / Small-Leaf Clusia | 15G/17" | 5' HT | 36" W | 138 | FULL TO BASE, LOW BRANCHING, DENSE INTACT FOLIAGE, NO VOIDS | |
| CE-4 | Conocarpus erectus / Green Buttonwood | 7G/14" | 3'-4' HT | 24" W | 12 | FULL TO BASE, LOW BRANCHING, DENSE INTACT FOLIAGE, NO VOIDS | |
| ED-C6 | Elaeocarpus decipiens TM / Japanese Blueberry Column | 25G/21" | 6' HT | 36" W | 2 | COLUMN/BUSH FORM, LOW BRANCHING, DENSE FOLIAGE | |
| SHRUB AREAS | BOTANICAL / COMMON NAME | CONT | HT | W | SPACING | QTY | REMARKS |
| CI-R | Chrysobalanus icaco 'Red Tip' / Red Tip Cocoplum | 3G/10" | 18" | 18" | 24" O.C. | 205 | FULL, DENSE FOLIAGE TO BASE |
| FM-G | Ficus microcarpa 'Green Island' / Green Island Ficus | 3G/10" | 16" | 14" | 18" O.C. | 412 | FULL, DENSE FOLIAGE, GOOD COLOR |
| PL-G | Pentas lanceolata 'Graffiti Lipstick' / Graffiti Lipstick Pentas | 1G/6" | 12" | 14" | 24" O.C. | 10 | FULL DENSE POTS, INTACT FOLIAGE |
| PM-D | Podocarpus macrophyllus 'Dwarf Pringles' / Dwarf Podocarpus | 3G/10" | 16" | 14" | 18" O.C. | 48 | FULL, DENSE, FOLIAGE TO BASE |
| T-A-M | Trachelospermum asiaticum 'Minima' / Minima Jasmine | 1G/6" | 14" | 14" | 18" O.C. | 40 | FULL POT, DENSE FOLIAGE |
| TF | Tripsacum floridanum / Dwarf Fakahatchee Grass | 3G/10" | 24" | 18" | 24" O.C. | 41 | DENSE FULL POT, GOOD COLOR |
| MISC | BOTANICAL NAME / COMMON NAME | QTY | REMARKS | | | | |
| BIO | Bio Barrier-'Typar' or equal | Verify LF in field | PROVIDE BIO BARRIER ROOT CONTROL AT ROOTBALLS AS REQUIRED BY UTILITIES | | | | |
| GRAVEL | Selected by client | Verify quantity in field | PROVIDE MIN. 2" THICK APPLICATION PROVIDE OPTIONAL BLACK ALUMINUM EDGING ALONG LANDSCAPE BEDS-PERMALOC CLEAN LINE OR EQUAL | | | | |
| MULCH | Grade B+ Cypress Mulch | Verify quantity in field | MINIMUM 3" DEPTH | | | | |
| SOD | 'Empire' Zoysia | Verify SF in field | MINIMUM 16"X24" PIECES, GRADED #1 OR BETTER, SEE LANDSCAPE SPECIFICATIONS SHEET | | | | |

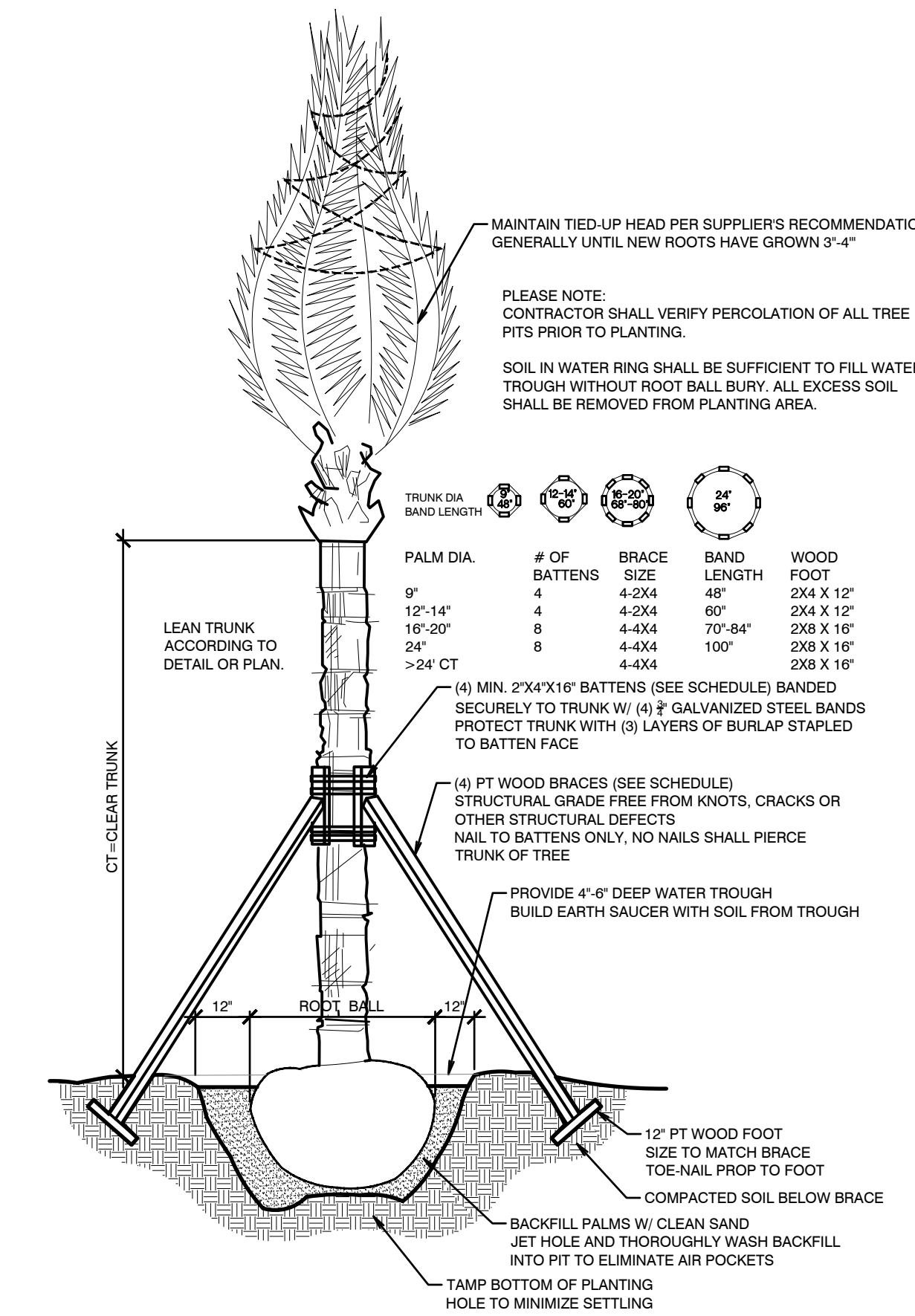


SHRUB/ GROUND COVER LAYOUT

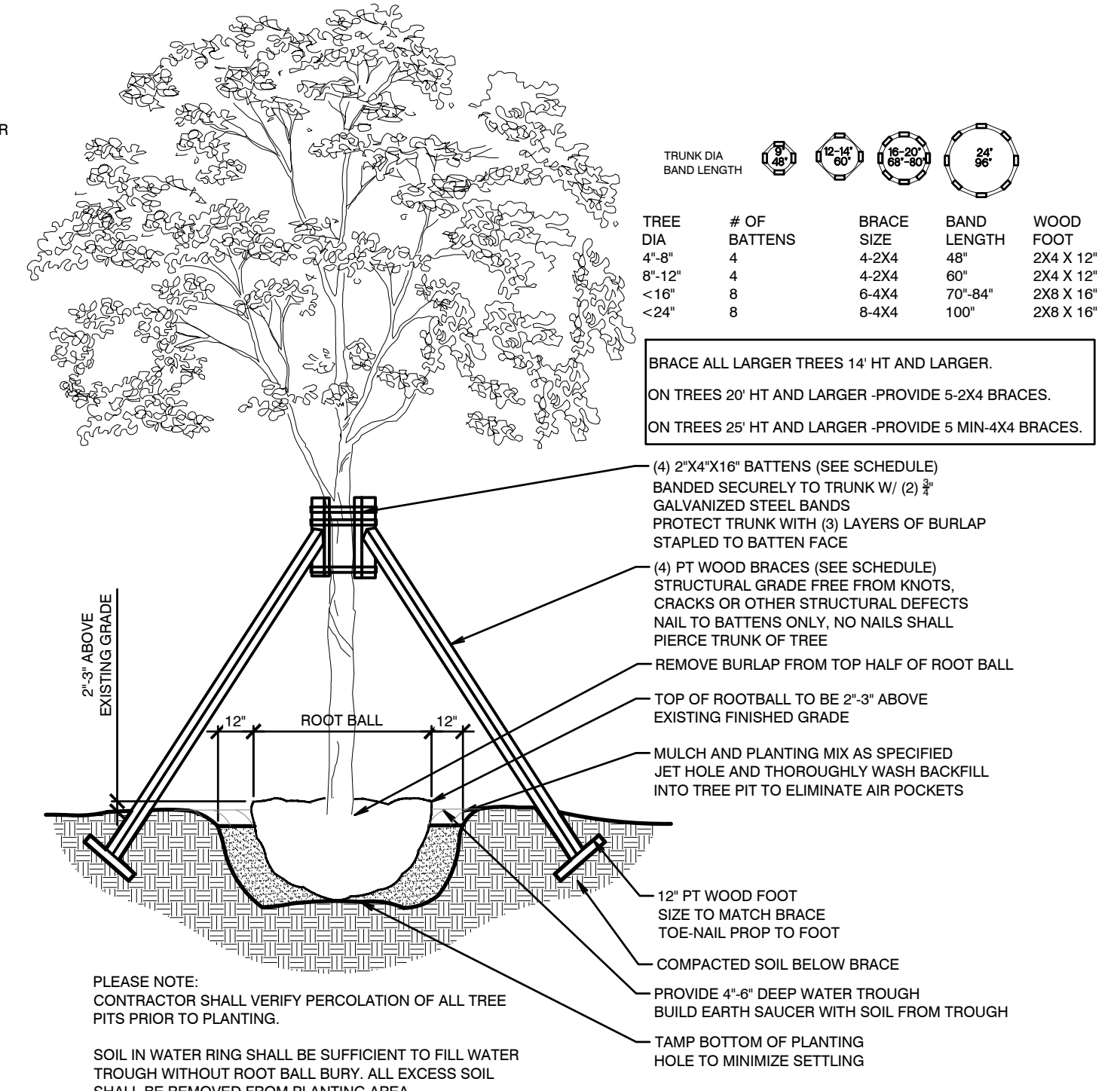


PLEASE NOTE:
COMPLETELY REMOVE ALL SYNTHETIC MATERIALS

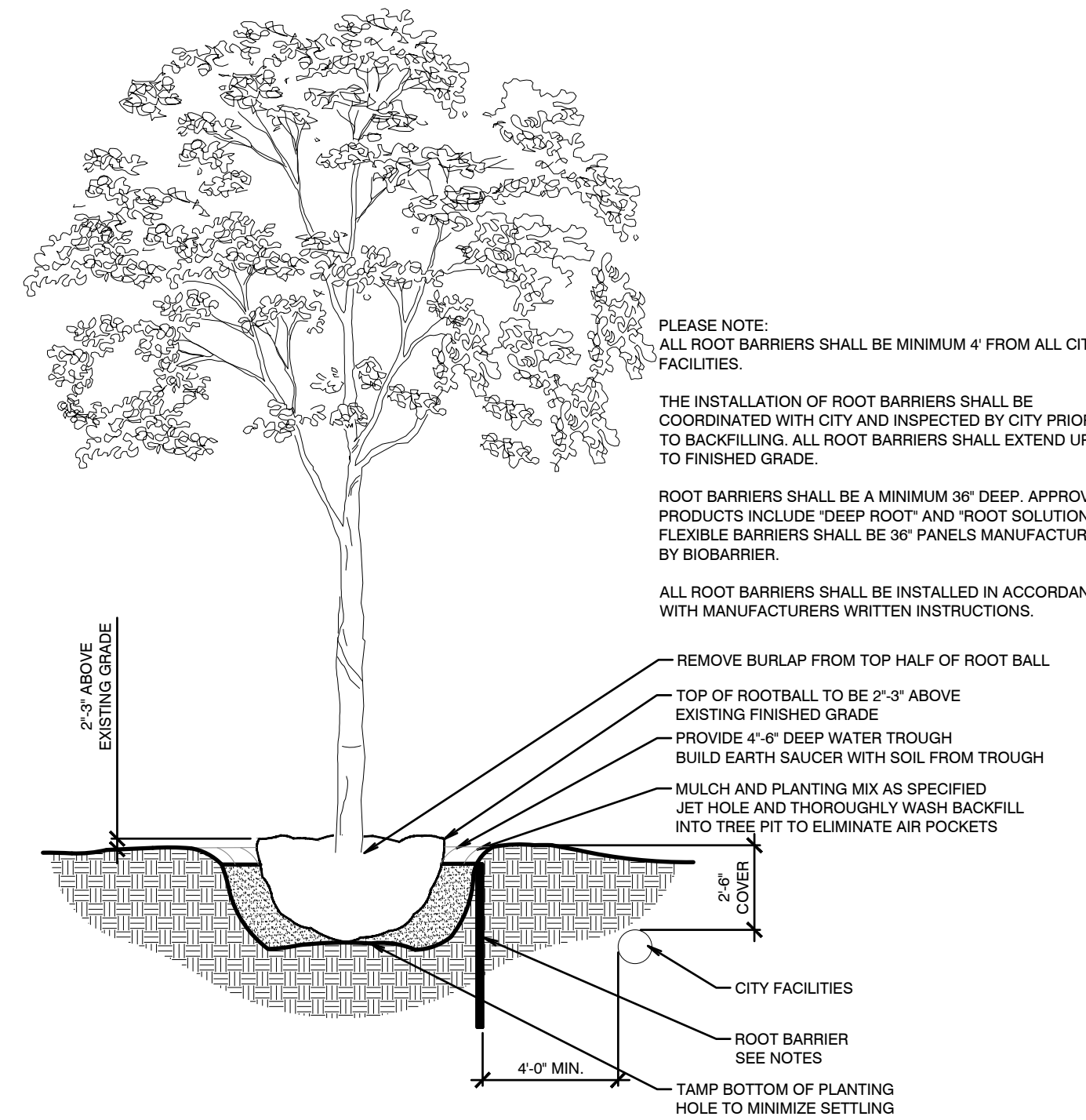
SHRUB/ GROUND COVER DETAIL



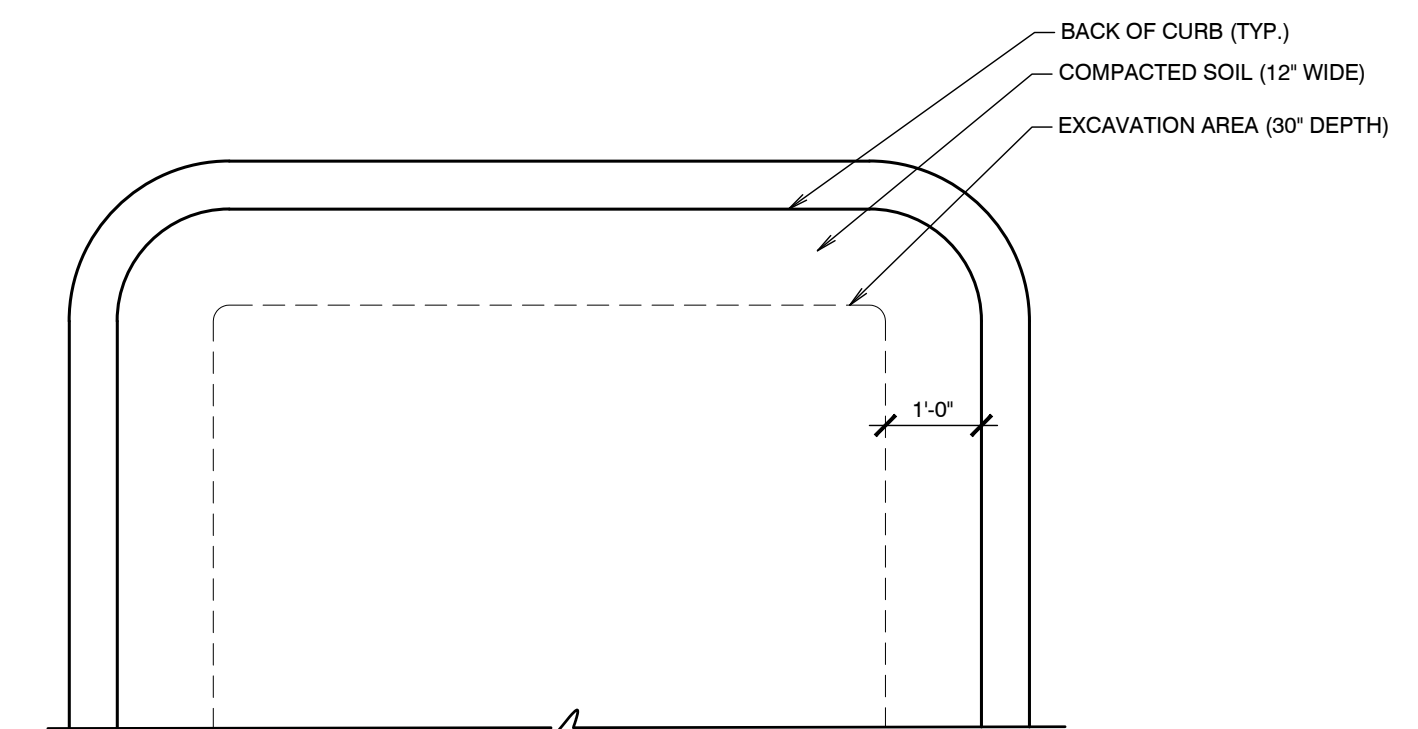
PALM PLANTING / BRACING DETAIL



TREE PLANTING BRACING DETAIL



TYPICAL TREE WITH ROOT BARRIER



EXISTING NATIVE SOIL WITHIN ALL LANDSCAPE ISLANDS, INTERIOR LANDSCAPE STRIPS AND PERIMETER LANDSCAPE STRIPS, ADJACENT TO VEHICULAR USE AREAS, SHALL BE EXCAVATED DOWN TO A DEPTH OF 30 INCHES BELOW EXISTING GRADE, EXCEPT FOR A 12-INCH BUFFER FROM THE INSIDE OF CURB OR PAVEMENT (SEE DIAGRAM BELOW). A SUITABLE PLANTING SOIL MIXTURE OF 50/50, 60/40 (SAND/TOPSOIL) OR AS OTHERWISE INDICATED BY THE REGISTERED LANDSCAPE ARCHITECT, SHALL EITHER BE BACKFILLED IN PLACE OF THE NATIVE SOIL OR EFFICIENTLY MIXED WITH THE NATIVE SOIL TO CREATE AN OPTIMUM ENVIRONMENT FOR SUCCESSFUL ROOT DEVELOPMENT. IF NATIVE SOIL IS TO BE MIXED, IT SHALL FIRST BE SCREENED TO REMOVE ROCKS AND DEBRIS LARGER THAN ONE-HALF INCH IN DIAMETER PRIOR TO MIXING. ALL PROPERTIES UNDER THIS SECTION SHALL BE REQUIRED TO HAVE AN OPEN LANDSCAPE BED INSPECTION PRIOR TO BACKFILLING TO INSURE THE 30-INCH DEPTH HAS BEEN MET.

EXCAVATION DIAGRAM

PER LDR 4.6.16(H)(3)(N)

| | | | |
|----------|------------|----------|------------|
| 08/21/20 | ISSUED FOR | 11/19/19 | ISSUED |
| 02/27/20 | SUBMISSION | 02/27/20 | SUBMISSION |
| 08/21/20 | SUBMISSION | 08/21/20 | SUBMISSION |
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New Building
Lot 20 and 26 NW 6th Ave
DeTray Beach, Florida

PLA DESIGN STUDIO, PLLC
2885 NW Executive Center Dr., Ste. 2407
Boca Raton, FL 33431
Tel: 561-318-5256
estudio@pladesignstudio.com

Stephanie Portus FL Reg LA 6607215
Certificate of Authorization LC25000630
project number
19-057
sheet name

LANDSCAPE SCHEDULE + DETAILS

sheet number
L-3