

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 _____, 2021 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 landscape Ordinance and 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. Owner shall remove all landscaping from the right-of-way within sixty (60) 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. 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. 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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on their behalf this ____ day of _____, 2021.

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

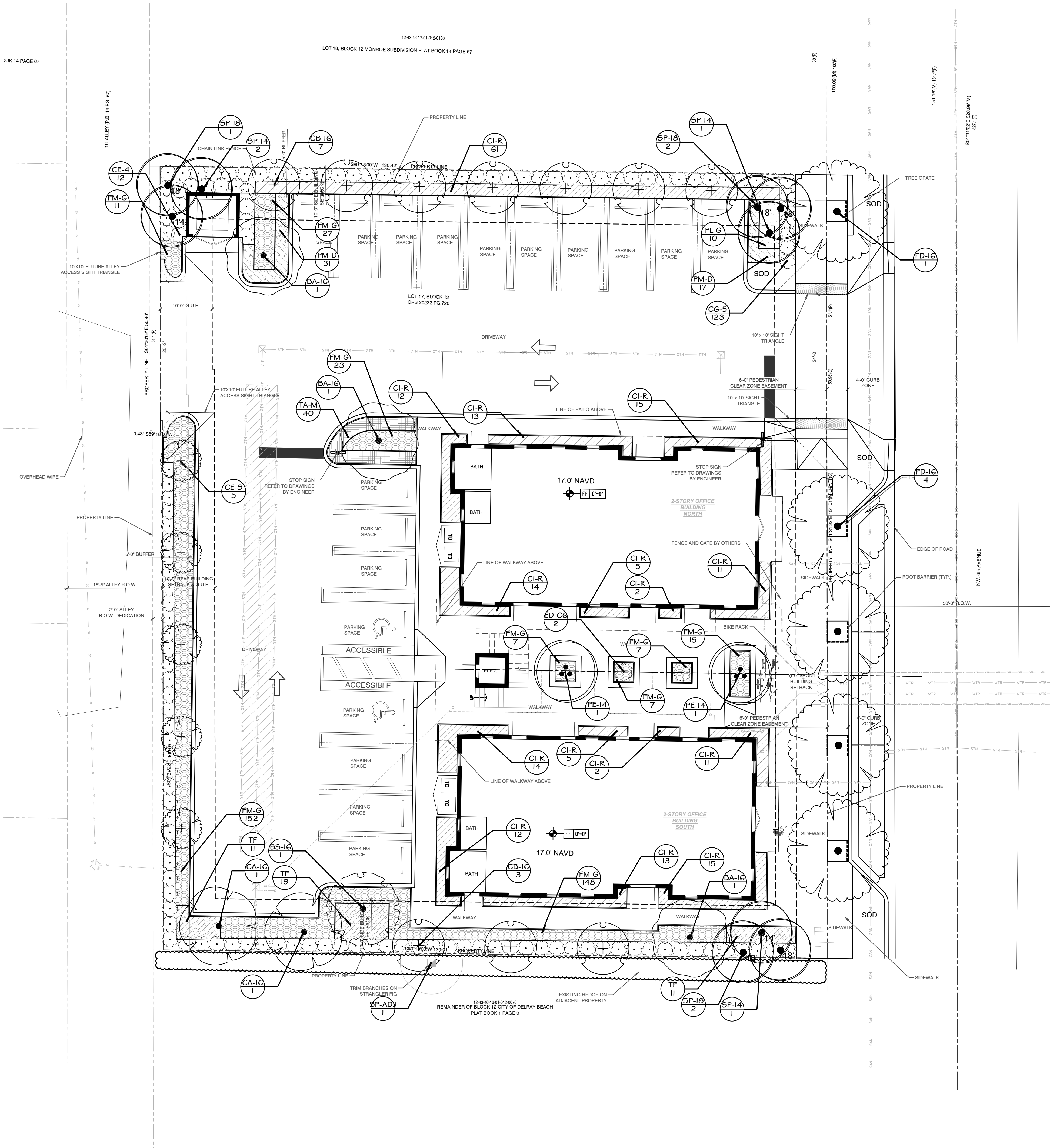
EXHIBIT A
Subject Property

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



LANDSCAPE CHART	
REQUIRED	PROVIDED
STREET TREES- 14' HT MIN	
1 TREE PER 30 LINEAL FEET 151-24 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 151-25 LINEAL FEET = 5 TREES	5 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= (CX.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		1,216 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) N= (M/25) IF ADJACENT TO RESIDENTIAL USE	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

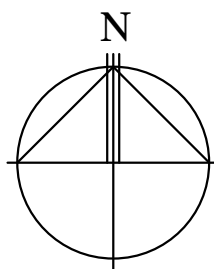
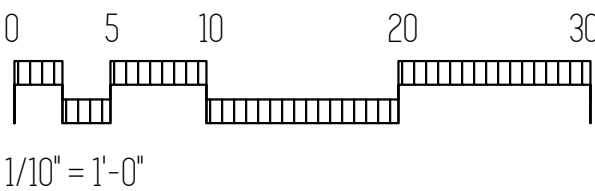
02/26/21	11/19/19
ISSUED FOR:	1. ISSUED
	2. SUBMISSION
	3. SUBMISSION
	4. SUBMISSION
	5.
	6.
	7.
	8.
	9.
	10.

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. 561-338-5236
estudio@pladesignstudio.com

seal
Stephanie Portus FL Reg LA 6667215
Certificate of Authorization LC28000630
project number
19-057
sheet name

REVISED
02/26/21



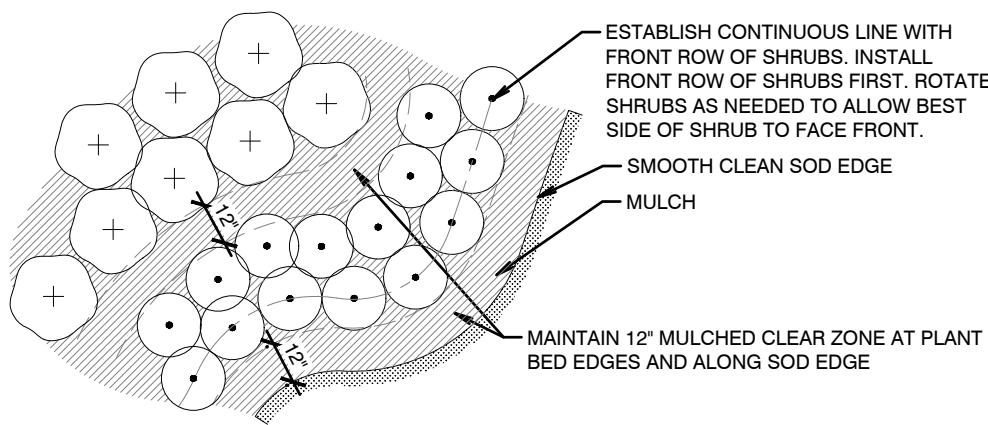
LANDSCAPE
PLAN

sheet number

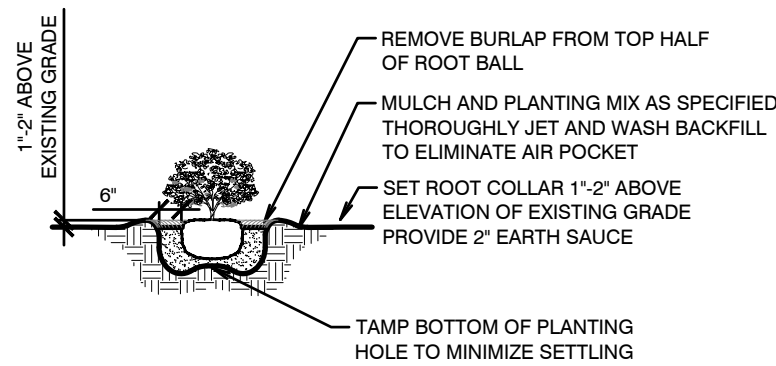
L-2

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		4	FLORIDA FANCY, SLICK-MATCHING. SUBMIT PHOTO TO LA FOR APPROVAL
SP-18	Sabal palmetto / Cabbage Palmetto	FIELD GROWN		18' CT		5	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		123	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
FI-M-G	Ficus microcarpa 'Green Island' / Green Island Ficus	3G/10"	16"	14"	18" O.C.	397	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
TA-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				

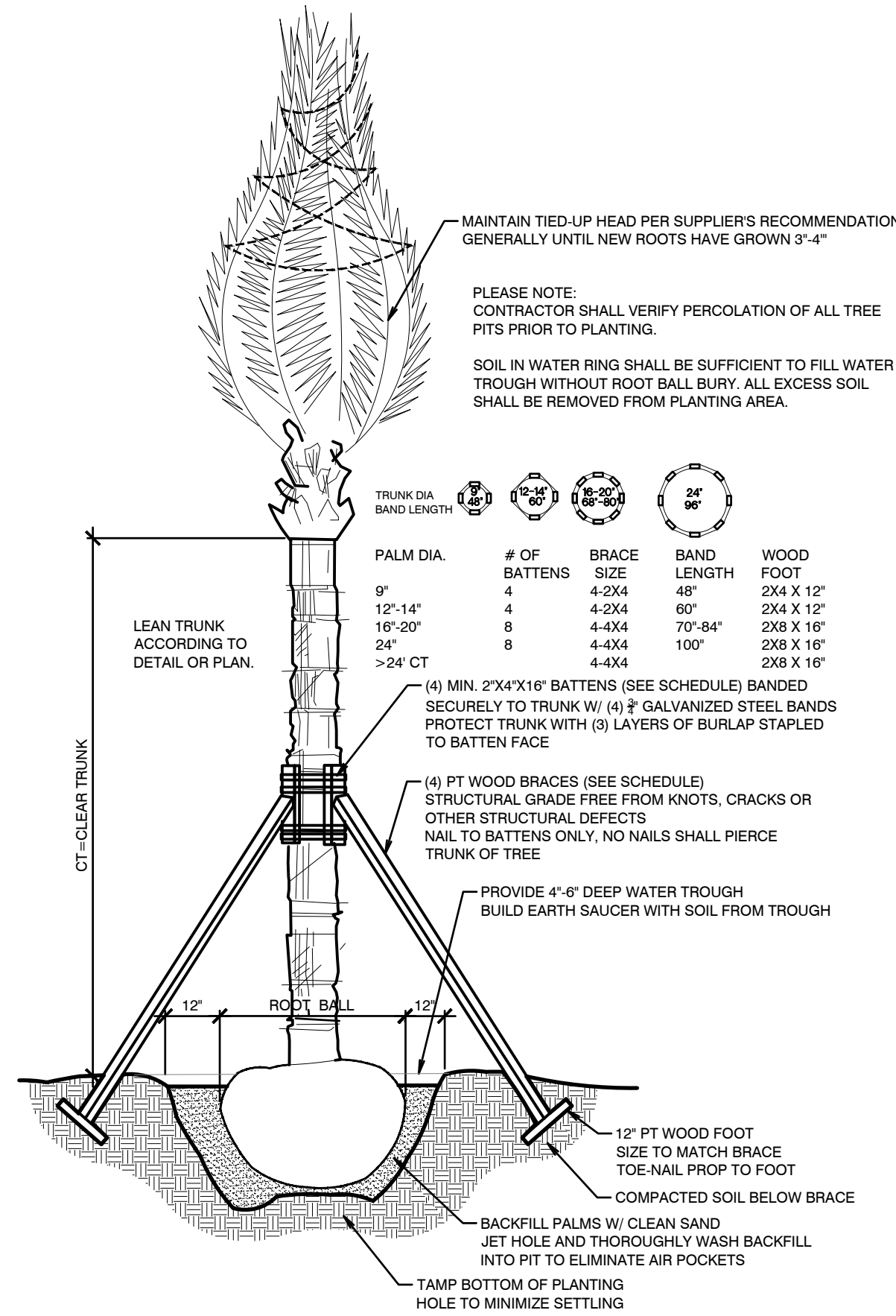


SHRUB/ GROUND COVER LAYOUT

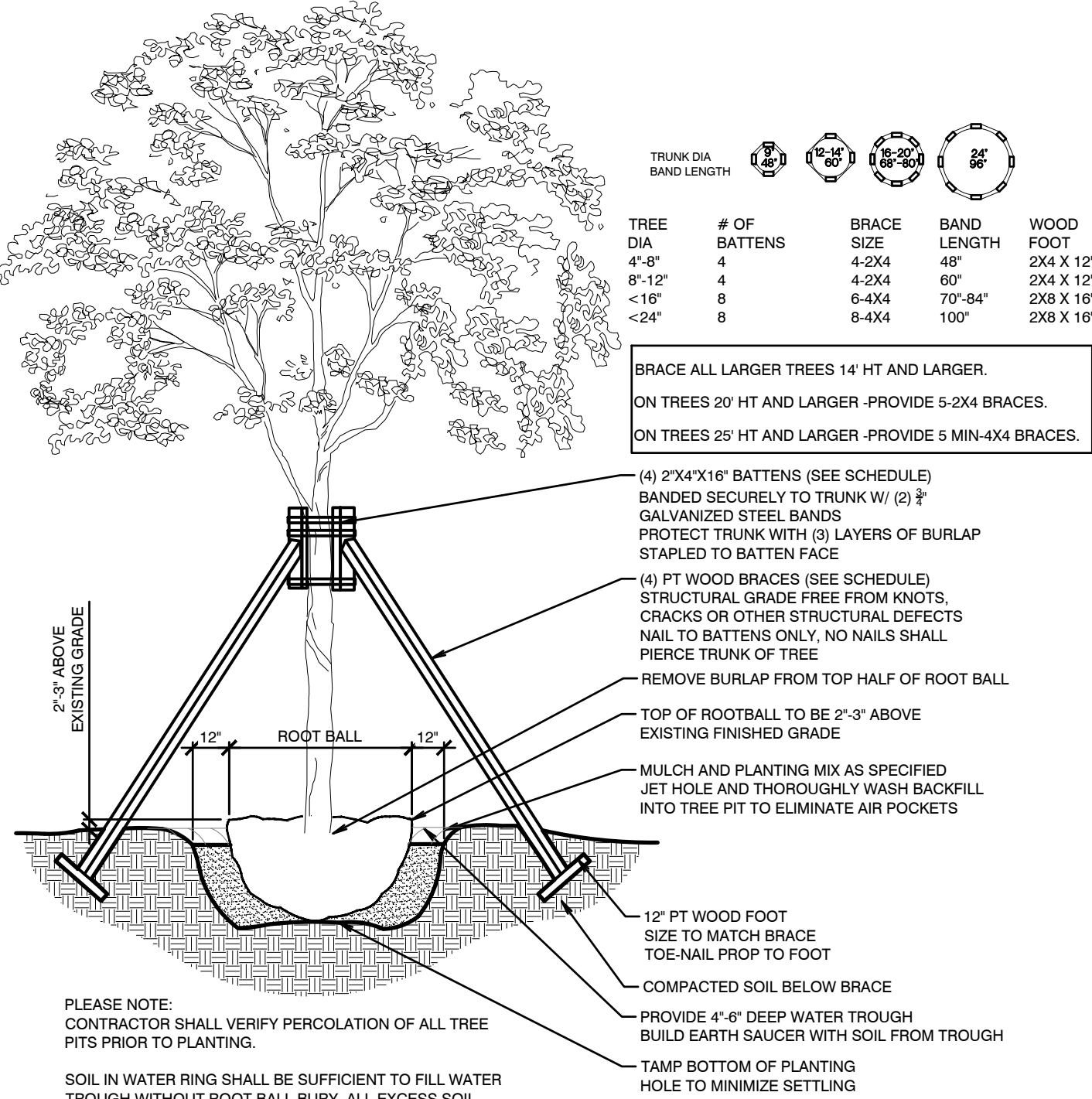


PLEASE NOTE:
COMPLETELY REMOVE ALL SYNTHETIC MATERIALS

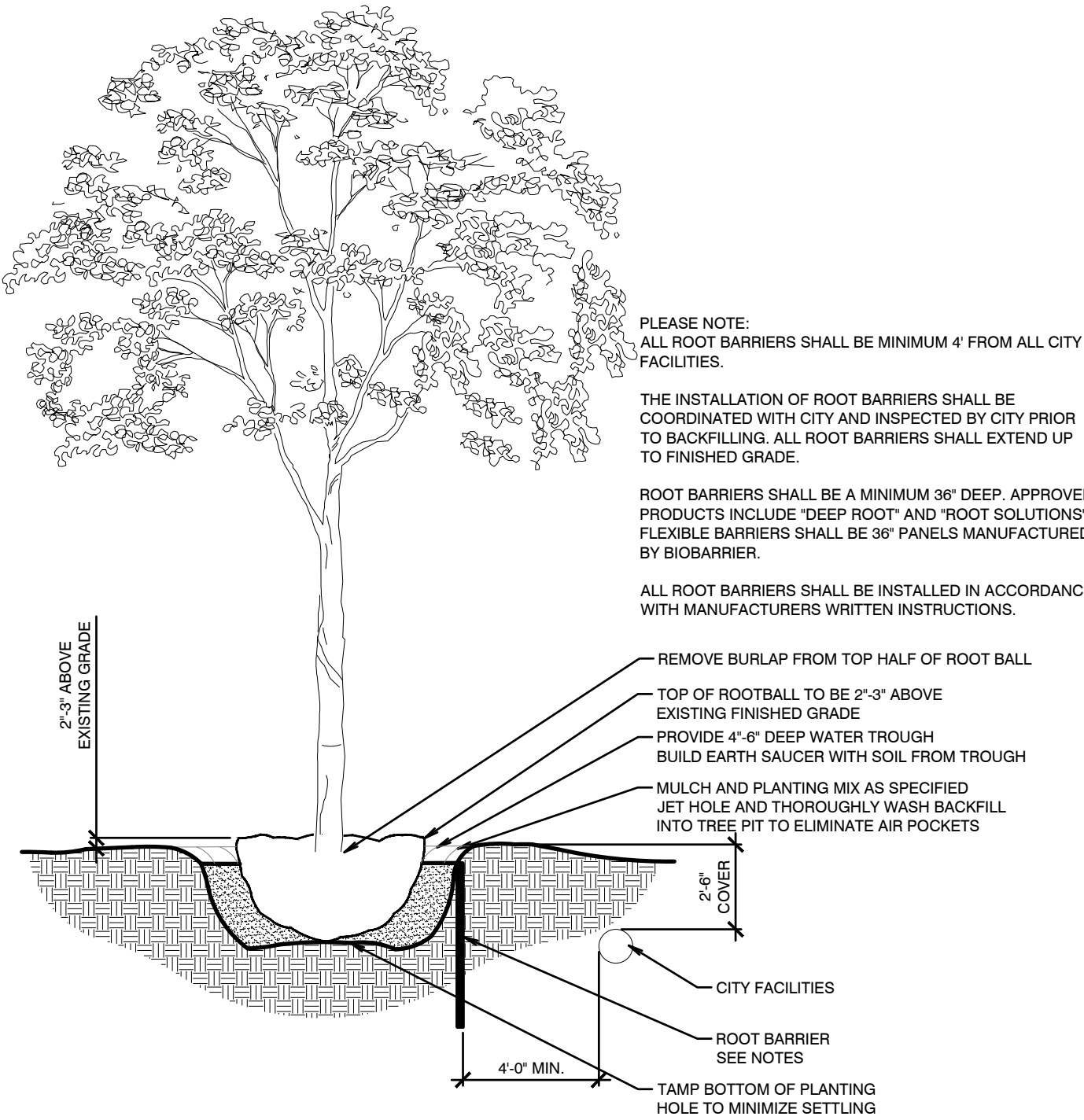
SHRUB/ GROUND COVER DETAIL



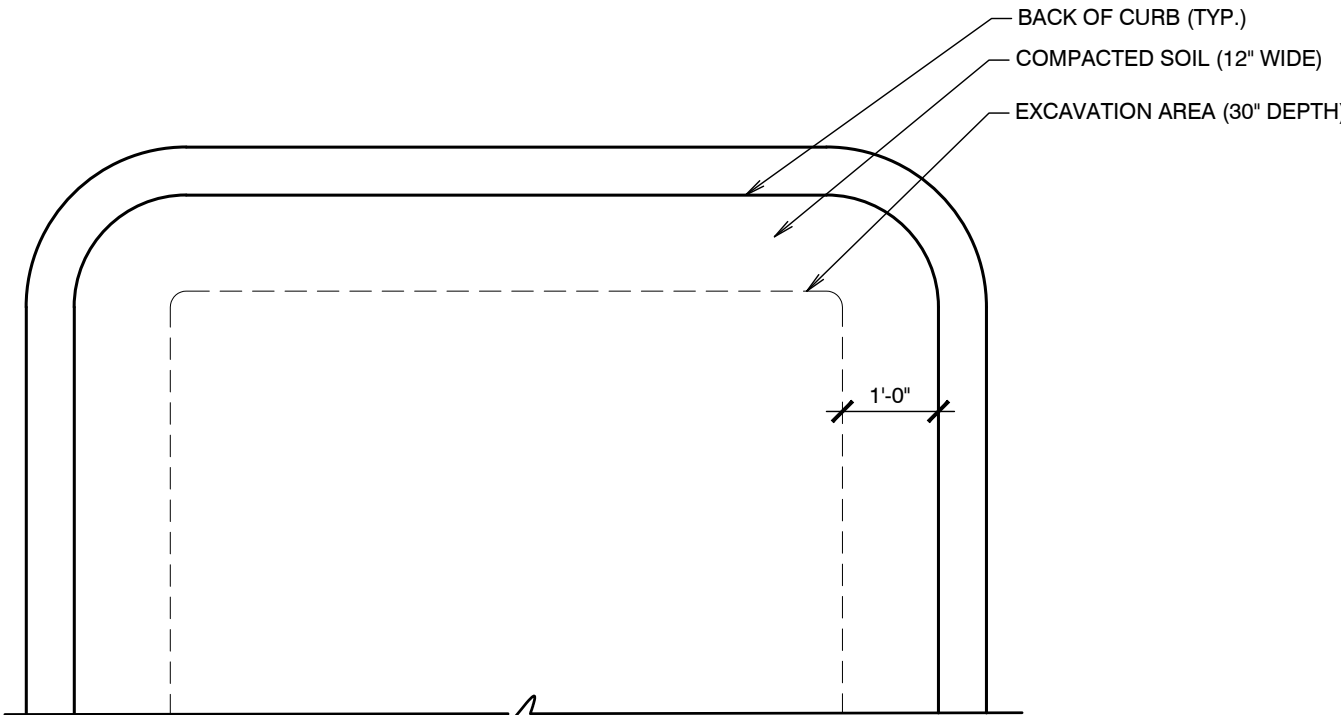
PALM PLANTING / BRACING DETAIL



TREE PLANTING BRACING DETAIL



TYPICAL TREE WITH ROOT BARRIER



EXCAVATION DIAGRAM

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

Call Sunshine No-Cuts 48 hours before you dig.
1-800-432-4770

This drawing is an instrument of service copyright © 2019 by PLA Design Studio, PLLC, all rights reserved – it is not to be reproduced in part or in whole without express written permission. Florida registration LA 6667215

02/26/21	ISSUED FOR	11/19/19
1.	ISSUED	11/19/19
2.	SUBMISSION	02/27/20
3.	SUBMISSION	08/21/20
4.	SUBMISSION	02/26/21
5.		
6.		
7.		
8.		
9.		
10.		

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

PLA DESIGN STUDIO, PLLC
2885 NW Executive Center Dr., Ste. 240
Boca Raton, FL 33431
o. 561-318-5236
estudio@pladesignstudio.com

Stephanie Portus FL Reg LA 6667215
Certificate of Authorization LC28000680
project number
19-057
sheet name

LANDSCAPE
SCHEDULE +
DETAILS

sheet number

L-3