

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

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**LANDSCAPE MAINTENANCE AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Delray Beach, Florida ("City") and DIXIE HOLDINGS 17 LLC "Owner").

**W I T N E S S E T H:**

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 \_US Highway 1 \_ 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 \_US Highway 1 \_; 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 US Highway 1 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\_\_.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

Katerri Johnson, City Clerk

By: Shelly Petrolia, Mayor

Approved as to legal form  
and sufficiency:

Lynn Gellin, City Attorney

WITNESSES:

Carmen H. Estrada  
CARMEN H. ESTRADA  
(Print or Type Name)

Joan C. Sasso  
Joan C. Sasso  
(Print or Type Name)

(OWNER) /DIXIE HOLDINGS 17 LLC

Thomas M. Stanley  
(Print or Type Name)

Its: Manager

STATE OF Florida

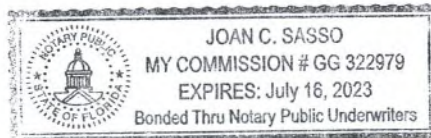
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of X physical presence or \_\_\_  
online notarization, this 19 day of February, 2021, by Thomas M. Stanley, as Manager of Dixie Holdings 17,  
a Florida limited liability company.

Personally known X OR \_\_\_ Produced Identification

Type of Identification Produced \_\_\_\_\_

Joan C. Sasso  
Notary Public - State of Florida



# SKETCH OF DESCRIPTION

EXHIBIT "A"  
SHEET 1 OF 2

## DESCRIPTION:

THAT PORTION OF LOTS 18, 19 AND 20, BLOCK 105, HIGHLAND PARK, DELRAY BEACH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 79, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND THAT PORTION OF THE ROAD RIGHT OF WAY FOR U.S. HIGHWAY NO. 1 LYING WEST OF AND ADJACENT TO SAID LOTS 18 THROUGH 20, INCLUSIVE, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE 10.0 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID LOTS 18, 19 AND 20 AND THE SOUTH LINE OF SAID LOT 18; THENCE N.1°32'01"W., ALONG SAID PARALLEL LINE, SAID LINE BEING HEREAFTER REFERRED TO AS LINE A, A DISTANCE OF 149.92 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 20, SAID POINT BEING 10.0 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID LOT 20; THENCE S.89°07'28"W., ALONG THE NORTH LINE AND WESTERLY PROJECTION OF NORTH LINE OF SAID LOT 20, A DISTANCE OF 13.90 FEET TO A POINT ON A LINE 13.90 FEET WEST OF AND PARALLEL TO SAID LINE A; THENCE S.1°32'01"E., ALONG SAID PARALLEL LINE, A DISTANCE OF 15.00 FEET TO A POINT ON A LINE 15.0 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID LOT 20; THENCE N.89°07'28"E., ALONG SAID PARALLEL LINE, A DISTANCE OF 8.30 FEET TO A POINT ON A LINE 5.60 FEET WEST OF AND PARALLEL TO SAID LINE A; THENCE S.1°32'01"E., ALONG SAID PARALLEL LINE, A DISTANCE OF 115.92 FEET TO A POINT ON A LINE 19.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 18; THENCE S.89°07'28"W., ALONG SAID PARALLEL LINE, A DISTANCE OF 8.30 FEET TO A POINT ON A LINE 13.90 FEET WEST OF AND PARALLEL TO SAID LINE A; THENCE S.1°32'01"E., ALONG SAID PARALLEL LINE, A DISTANCE OF 13.90 FEET TO A POINT ON THE WESTERLY PROJECTION OF THE SOUTH LINE OF SAID LOT 18; THENCE N.89°07'28"E., ALONG SAID WESTERLY PROJECTION AND SOUTH LINE OF SAID LOT 20, A DISTANCE OF 13.90 FEET TO THE POINT OF BEGINNING.

Paul D. Engle  
Digitally signed  
by Paul D. Engle  
Date: 2020.11.11  
10:53:48 -05'00'

PAUL D. ENGLE  
SURVEYOR & MAPPER NO. 5708

DATE: NOVEMBER 10, 2020

O'BRIEN, SUITER & O'BRIEN, INC.  
CERTIFICATE OF AUTHORIZATION #LB353  
SURVEYOR AND MAPPER IN RESPONSIBLE  
CHARGE: PAUL D. ENGLE  
955 N.W. 17TH AVENUE, SUITE K-1  
DELRAY BEACH FLORIDA 33445  
(561) 276-4501 (561) 732-3279

ORDER NO. 19-46"MAINTENANCE"



EXHIBIT "A"  
SHEET 2 OF 2



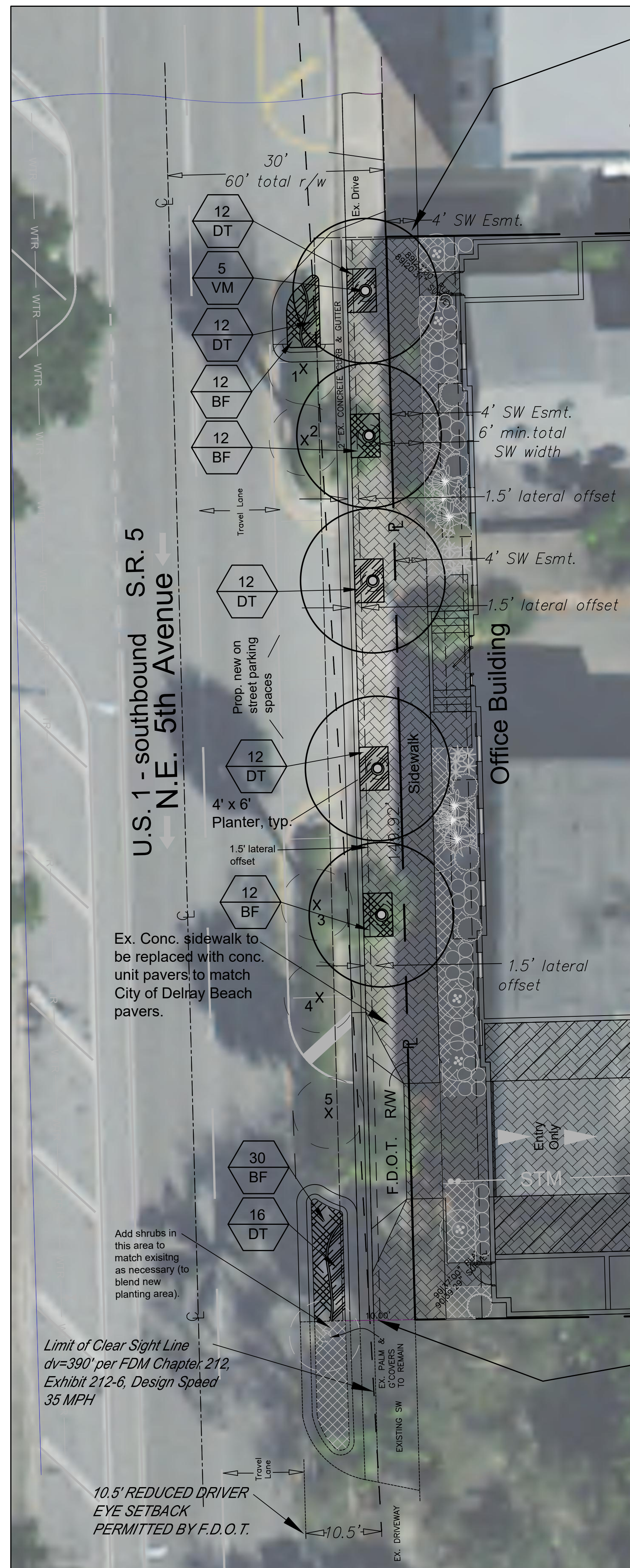
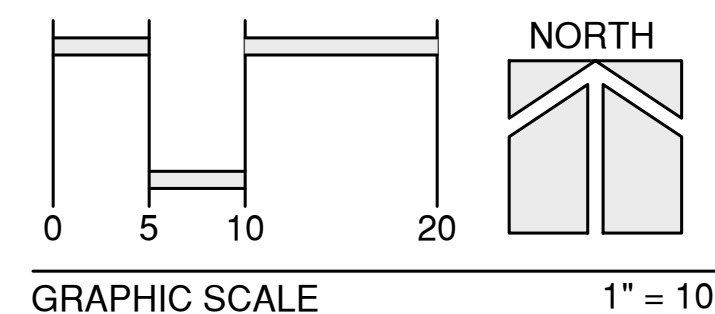
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 SURVEYOR AND MAPPER IN RESPONSIBLE  
 CHARGE: PAUL D. ENGLE  
 955 N.W. 17TH AVENUE, SUITE K-1  
 DELRAY BEACH FLORIDA 33445  
 (561) 276-4501 (561) 732-3279



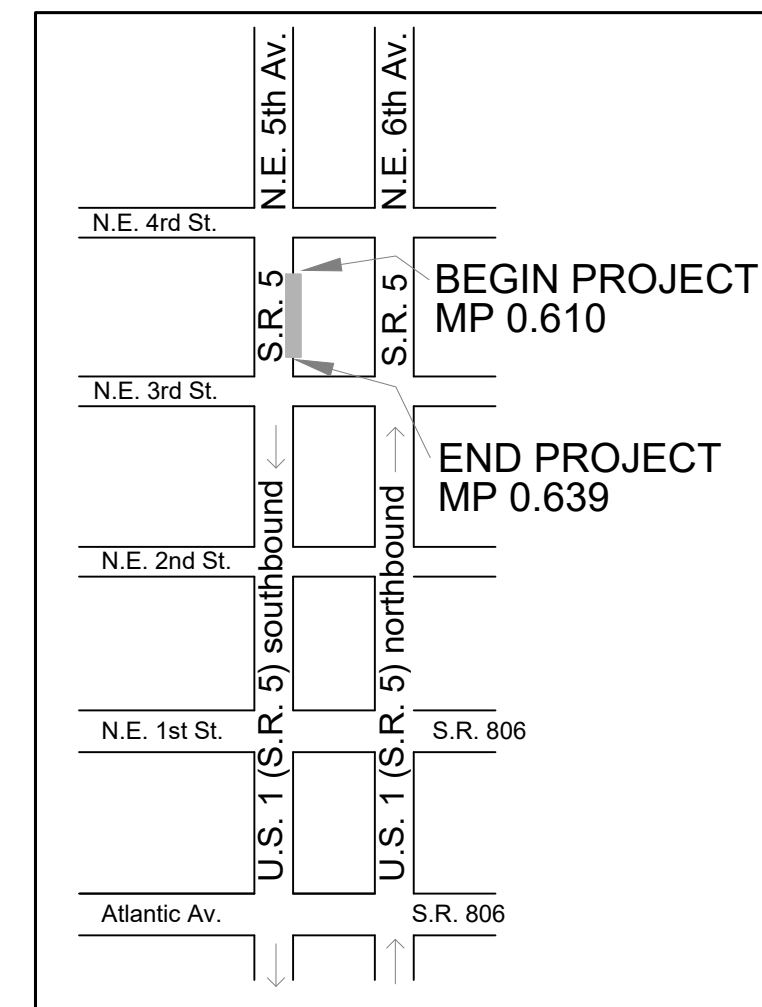
1. For the portion of landscape plant material that will be installed within the FDOT Right of Way, landscape installation shall comply with current applicable FDOT Maintenance Specification 580. Online Reference: <https://www.fdot.gov/programmanagement/maintenance/2019-jan/maintenance-specifications---january-2020>
2. For the portion of landscape plant material that will be installed within the FDOT Right of Way refer to the FDOT Standard Plans Index 580-001 Landscape Installation.  
Online Reference: [https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/design/standardplans/2021/idx/580-001.pdf?sfvrsn=82c3d085\\_2](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/design/standardplans/2021/idx/580-001.pdf?sfvrsn=82c3d085_2)
3. It is recommended that you verify the existing soil conditions of medians to be planted prior to finalizing your construction documents. If the existing sub-grade is compacted road base, it is recommended that you specify replacement with planting soil, as follows:
  - a. Contractor shall preserve a continuous band of undisturbed compacted sub-base 18" from the back of curb (See Detail below).
  - b. Contractor shall insure that all unsuitable soil including concrete, pavement, road ase, stones over 3" diameter and all construction debris, is removed from median area to be planted and replaced with specified planting soil, e.g. 60% sand and 40% muck.
  - c. Areas to be planted with shrubs and/or ground covers: remove compacted soil to a depth of 12" and replace with specified planting soil. Planting soil shall come up to 4" from top of curb, reserving space for 3" compacted mulch and 1" clear from top of curb.
  - d. Planting pits for trees and palms: remove compacted soil within the area of each planting pit to a depth of 24" from the top of curb. Planting soil shall come up to 4" from top of curb, reserving space for 3" compacted mulch, and 1" clear from top of curb.

The diagram illustrates a cross-section of a planting pit. The layers from top to bottom are: 3" Specified Mulch, 60/40 Planting Soil Backfill, 18" Undisturbed Area, Curb & Gutter Edge of Pavement, and Subgrade - compacted to 95%. The excavation depth is specified as 24" for trees, 21" soil depth & 3" mulch for shrubs, and 12" for shrubs (9" for soil & 3" for mulch).

4. Cypress Mulch is not permitted on the FDOT right of way. Mulch permitted to be used are Hardwood Mulch (containing no Cypress products), Recycled Mulch or approved equal, certified by the Mulch and Soil Council (MSC). Submit proof of certification to the FDOT District Operations Permit Landscape Inspector upon inspection.



BEGIN PROJECT  
MP 0.610



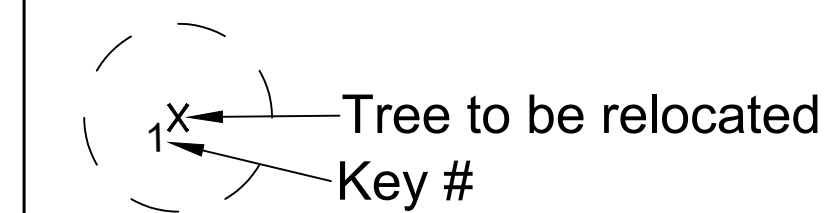
General Site Location Map

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Sec.16, T46s, R43e

N.T.S.

## Existing Tree Key

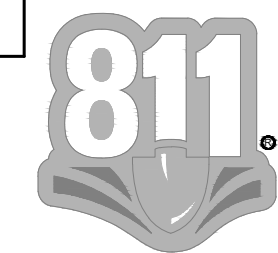


TREE #	BOTANICAL NAME	COMMON NAME	DBH (INCHES)	HEIGHT (FEET)	CANOPY (FEET)
1	Lagerstroemia indica	Crape Myrtle	4"	12'	4.5'
2	Sabal palmetto	Sabal palm	-	11'	-
3	Sabal palmetto	Sabal palm	-	16'	-
4	Lagerstroemia indica	Crape Myrtle	4"	12'	4.5'
5	Sabal palmetto	Sabal palm	-	12'	-

# Plant Key

Quantity	Plan Symbol	Botanic Name / Common Name Specification	Degree of Drought Tolerance
54	BF	Bulbine frutescens / Orange Bulbine 12-15" o.a., 15" o.c.	VERY
52	DT	Dianella tasmanica 'Variegata' / White Striped Tasman Flax Lily 12-15" o.a., 15" o.c.	VERY
5	VM	Veitchia montgomeryana / Montgomery Palm 14" g.w., matched heavy trunks	

Abbreviations:  
g.w. - grey wood  
ht. - height  
o.c. - on-center spacing  
o.a. - overall  
spr. - spread



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### PLANT KEY NOTES

1. A minimum vertical clearance, as required by fdot maintenance rating program shall be provided:
  - a. sidewalk = 8.5' min. vertical clearance
  - b. roadway = 14.5' minimum vertical clearance
2. The Contractor is responsible to verify all plant quantities and report any discrepancies to the Landscape Architect.
3. Drought tolerance noted is per SFWMD (May 2003)  
"Waterwise" South Florida Edition or University of Florida IFAS Extension Service, as applicable.

GOVERNING STANDARD PLANS:  
Florida Department of Transportation, FY 2020-21  
Standard Plans for Road and Bridge Construction and  
applicable Interim Revisions (IRs)."  
"GOVERNING STANDARD SPECTIFICATIONS:  
Florida Department of Transportation, Jan. 2020  
Standard Specifications for Road and Bridge  
Construction.

Design Speed = 35 m.p.h.

Permit No.  
2020-L-496-00015[illegible]

**Covelli**  
**Design**  
**Associates Inc.**

7050 West Palmetto Park Road  
Suite 15-274  
Boca Raton, Florida 33493  
561-910-0530

LC 28000287  
covelldesign.com

| Urban Planning • Landscape Architecture

**LANDSCAPE PLAN**  
Spice Office Building  
325 N.E. 5th Avenue  
Delray Beach, Florida 33483

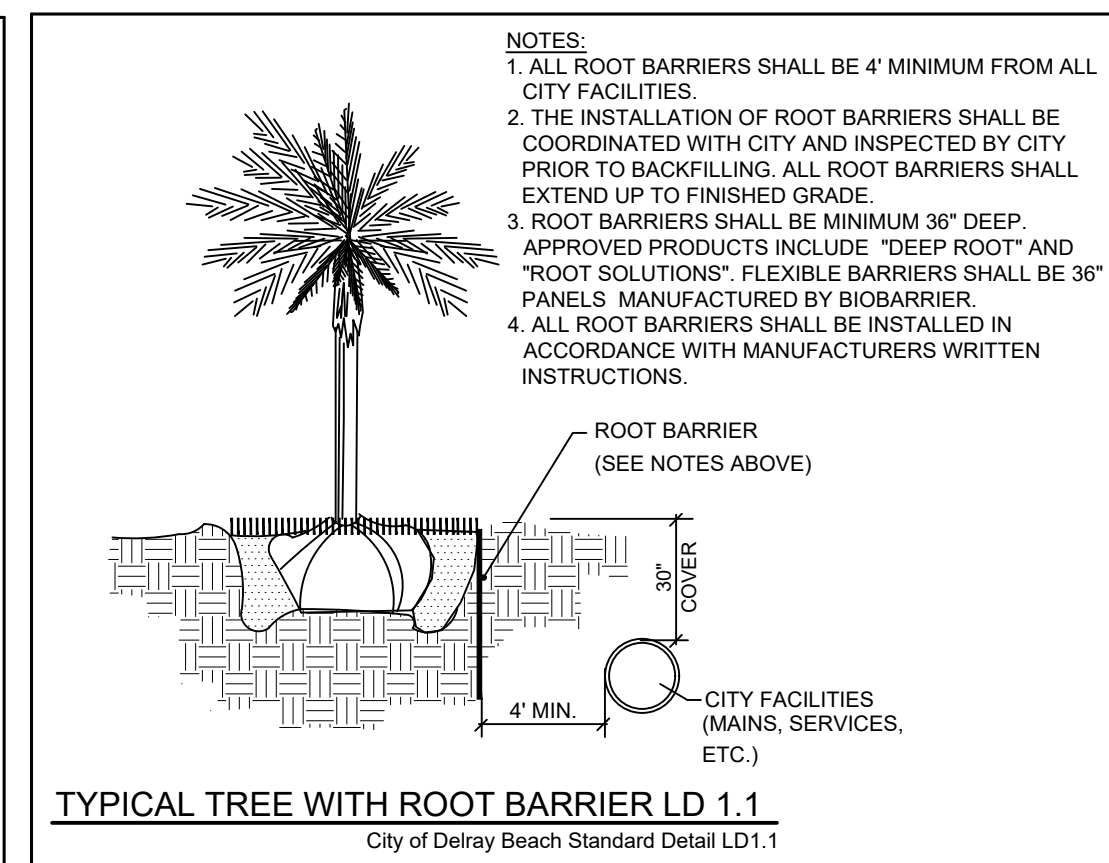
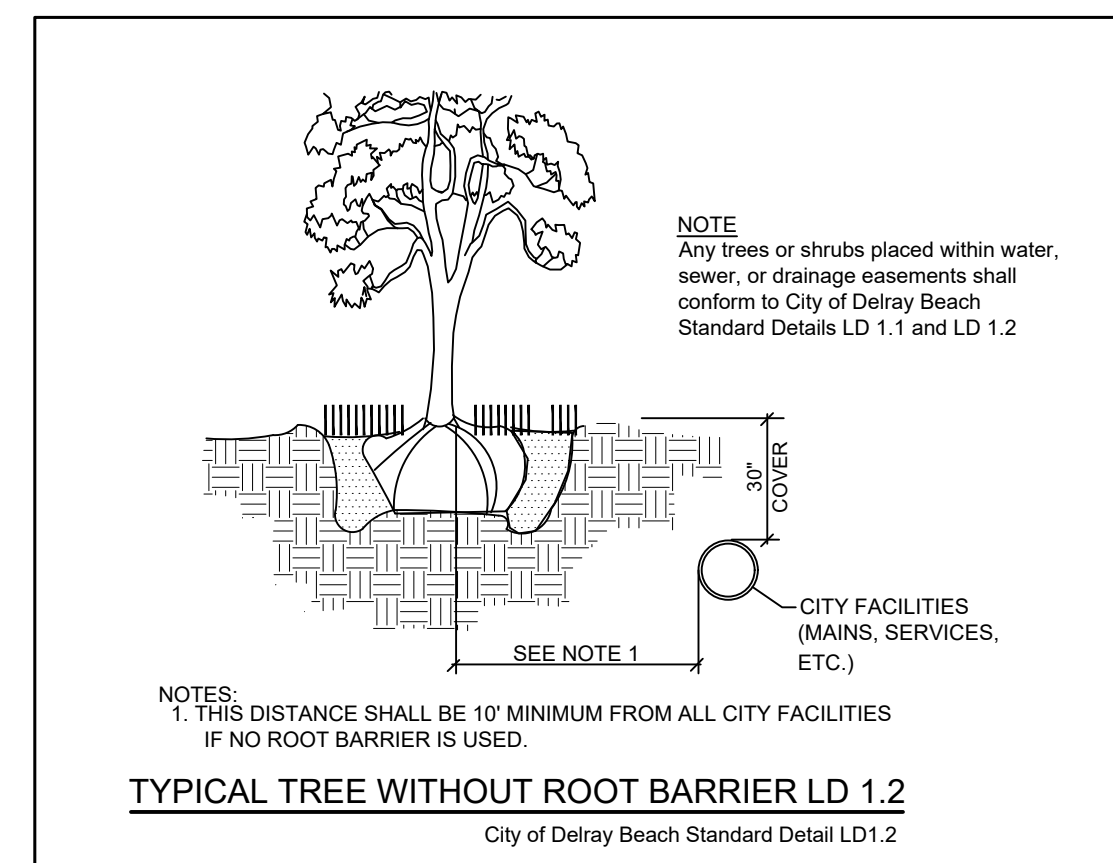
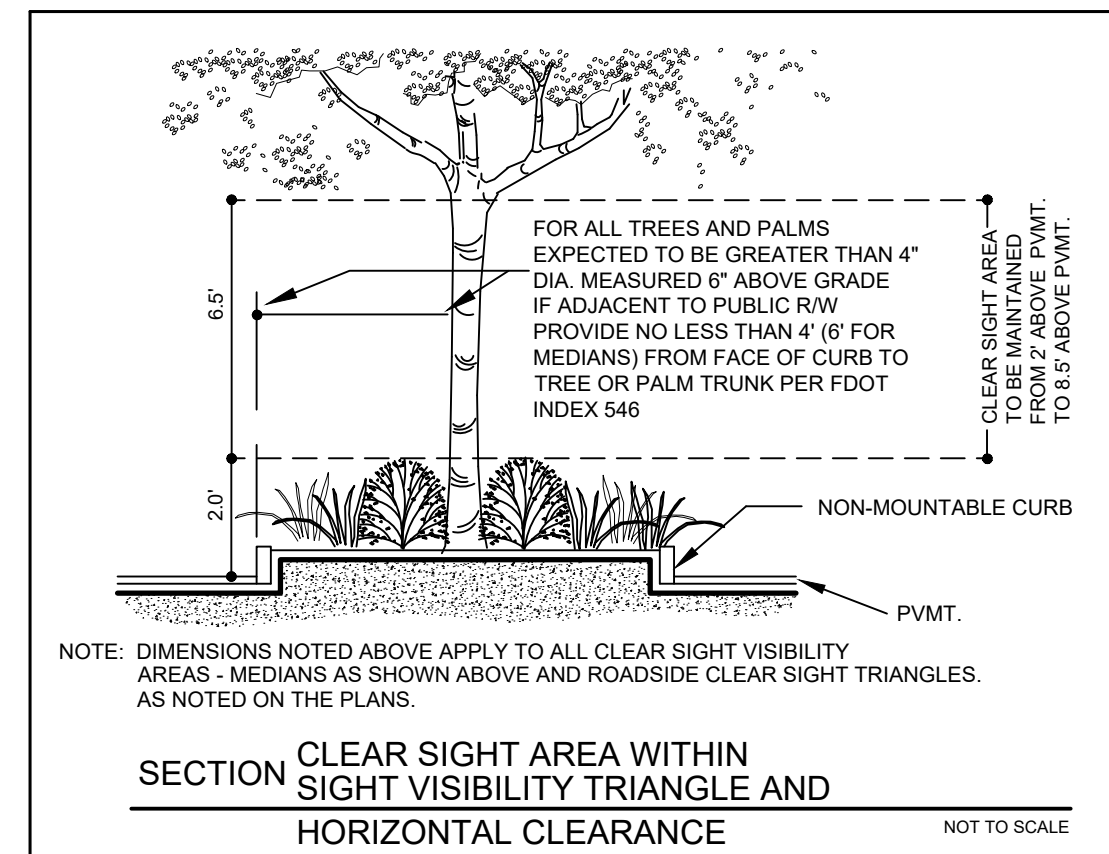
Date	10-20-2020
Scale	As Noted
PN#	1290

Drawing No.  
**LP-1**  
OF 4



## FDOT General Notes

1. Contractor shall repair all damage done to the FDOT property during demolition, relocation &/or installation activities at his sole expense.
2. Any plant material substitution within or impacting the FDOT Right of Way whether requested by the Contractor, Owner, Landscape Architect or other will need to get approval from the FDOT District Landscape Architect.
3. Architectural Pavers installation for sidewalks and/or driveways within the FDOT right of way shall comply with current FDOT Standard Specification 526.  
Online Reference:  
[https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/specbooks/january-2020/1-20-ebook.pdf?sfvrsn=e3eca19a\\_2](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/specbooks/january-2020/1-20-ebook.pdf?sfvrsn=e3eca19a_2)
4. Ownership of all suitable excavated materials, as determined by the Department, shall remain in the Department until a final acceptance of the permitted project is fulfilled. Excavated materials shall be hauled by the Permittee, at their cost & expense from the site to the Palm Beach Operations Center or stockpiled in those areas as directed by the Department, including asphalt millings.



## FDOT General Notes

1. **Permittee will coordinate (i.e. Pre-construction meetings, inspections, final acceptance of work, etc.) with David Moore of Ferrovia Services @ 954-317-8044 or email:David.Moore@FerroviaServices.com..** Coordination will include a Pre-Construction meeting.
2. It is the Permittee's responsibility to obtain final acceptance of permitted work (completed) and the restoration of the Right-of-Way from the F.D.O.T. prior to usage.
3. Permittee will provide the necessary densities in accordance with Section 125-8 of the FDOT Standard Specifications for Road & Bridge Construction (latest edition) prior to final acceptance by the F.D.O.T.
4. Permittee will restore the Right of Way as a minimum, to its original condition or better in accordance w/F.D.O.T.'s latest Standard Specifications for Road & Bridge Construction or as directed by the Resident Operations Engineer.
5. Sodded areas will be in accordance with FDOT Index 105 and sections 162, 981, 982, 983, 987 of the F.D.O.T.'s Standard Specifications for Road and Bridge Construction, latest edition. All disturbed areas will be sodded within one (1) week of installation of said permitted work.
6. Ownership of all suitable excavated materials within the FDOT R/W, as determined by the F.D.O.T., shall remain in the Department until a final acceptance of the permitted project is fulfilled. Excavated materials shall be hauled by the contractor, at their cost & expense from the site to the Palm Beach Operations Center, 7900 W Forest Hill Blvd or stockpiled in those areas as directed by the DOT, including asphalt millings.
7. Restricted hours of operation for lane closures will be from 9:00am to 4:00 pm, (Monday-Friday), unless otherwise approved by the Operations Engineer, or designee. MOT shall be picked up by 4:00 pm and not start before 9:00 am.
8. The installation of all new landscape materials will be in accordance with current editions of the Standard Indices #546, 544, and PPM Vol 1, Chap 4, lateral offsets and clear zone details.
9. **Prior to any work requiring lane closures, mobile operations or traffic pacing operations, the contractor or permittee shall submit a request to the Department that includes the time, location, and description of work being performed. The lane closure request shall be submitted to the Department a minimum of 2 weeks prior to the proposed closure date and must be approved by the Department before work requiring the closure may begin within the FDOT Right of Way. URL address: <https://LCIS.dot.state.fl.us>.**
10. PERMIT IS VALID FOR ONE YEAR FROM DATE OF ISSUE.
11. Permittee will provide the F.D.O.T. with certified "AS-Built" plans prior to final acceptance of the permitted work.



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GOVERNING STANDARD PLANS:  
Florida Department of Transportation, FY 2020-21  
Standard Plans for Road and Bridge Construction and  
applicable Interim Revisions (IRs).  
“GOVERNING STANDARD SPECIFICATIONS:  
Florida Department of Transportation, Jan. 2020  
Standard Specifications for Road and Bridge  
Construction.

Permit No.  
2020-L-496-00015[illegible]

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LC #9000287  
covelldesign.com

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**LANDSCAPE PLAN**  
Spice Office Building  
325 N.E. 5th Avenue  
Delray Beach, Florida 33483

Date	10-20-2020
Scale	As Noted
PN#	1290



Drawing No.  
**LP-2**  
OF 4





1. The irrigation system shall use the lowest quality water available which adequately and safely meets the water needs of the system. Storm water, reclaim water, or grey water irrigation shall be used whenever possible.
2. The FDOT requires 24-hour emergency access to water source.
3. Contractor shall provide the FDOT District Operations Manager with a set of "As-Built" irrigation plans.
4. Should the existing irrigation system not be functional for a period of time during construction, ensure that measures are taken to water the existing plant material and sod. This may include portions of the existing planter areas outside the renovation area depending on how the system is zoned.
5. Note that 100% coverage must be achieved in the existing planter areas where existing irrigation modifications occur.
6. To ensure the entire existing irrigation system is restored to fully functional condition, the contractor and maintaining agency are to perform a pre-construction visual inspection and performance test to document the condition of the existing system. Any repairs that are required to the existing system to remain will be performed by the maintaining agency prior to construction. Any existing or proposed components that are damaged during construction or the warranty period will be the responsibility of the contractor. The entire system must be restored to the same condition it was in before the start of construction.

### IRRIGATION KEY

SYMBOL	ARC	SPRAY HEAD / STANDARD TRAJECTORY	DESIGN PSI	GPM
	1/4, 1/2, or FULL PATTERN	RAINBIRD 5 SERIES MPR STREAM BUBBLER 12" POP-UP	25	1.0
		RAINBIRD PGA SERIES 1" ELECTRIC PLASTIC VALVE IN A RECTANGULAR PLASTIC VALVE BOX WITH 1" BRASS BALL VALVE ON THE UPSTREAM SIDE		

Irrigation Zone Lines & Sleeves - PVC Class 200 SDR 21  
The irrigation controller will serve this zone and the irrigation zones on site.

NOTE

1. THE IRRIGATION PLAN IS SCHEMATIC. IRRIGATION CONTRACTOR SHALL PROVIDE 100% COVERAGE OF LANDSCAPE AREAS WITH A MIN. 75% OVERLAP. HEADS SHALL BE PLACED TO MINIMIZE OVERSPRAY ON BUILDINGS AND PAVEMENT. SOME FIELD ADJUSTMENT TO THE LOCATION OF HEADS, NOZZLE TRAJECTORIES, OR SPRAY PATTERN NOTED ON THE PLAN MAY BE REQUIRED.
2. CONTRACTOR SHALL DISCONNECT AND CAP OFF THE EXISTING IRRIGATION ZONES WITHIN THE WORK AREA AND REMOVE ALL RELATED PIPING, SPRAY HEADS, VALVES, ETC. COORDINATE THIS WORK WITH THE CITY OF DELRAY BEACH. THE EXISTING MAINLINE PIPE THAT SERVES PLANTERS OTHER THAN THOSE THAT ARE PART OF THIS PLAN SHALL REMAIN AND BE OPERATIONAL THROUGHOUT CONSTRUCTION.

NOTE

1. Contractor shall repair any and all damage done to FDOT property during demolition, relocation &/or installation activities at his sole expense.
2. Architectural Pavers installation for sidewalks and/or driveways within FDOT right of way shall comply with current FDOT Standard Specification 526.
3. Online Reference:  
<http://www.dot.state.fl.us/programmanagement/Implemented/SpecBooks/January2018/Files/118eBook.pdf>



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LC 25002987  
covellidesign.com

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**LANDSCAPE IRRIGATION PLAN**  
Spice Office Building  
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Delray Beach, Florida 33483

Date	10-20-2020
Scale	As Noted
PN#	1290

Drawing No.  
**LP-3**  
OF 4