

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Mark A. Kutney, AICP, Development Services Director/(954) 797-1101

PREPARED BY: David M. Abramson, Acting Deputy Planning and Zoning Manager

SUBJECT: Developer's Agreement: DA 5-1-07/07-139/Griffin Landmark Building/Generally located on the north side of Griffin Road between the Florida Turnpike and State Road 7-US 441

AFFECTED DISTRICT: District 1

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AGREEMENTS BETWEEN THE TOWN OF DAVIE AND STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND BETWEEN THE TOWN OF DAVIE AND GRIFFIN LANDMARK, LLC. FOR THE INSTALLATION AND MAINTENANCE OF CERTAIN LANDSCAPE AND OTHER IMPROVEMENTS WITHIN THE RIGHT-OF-WAY OF GRIFFIN ROAD (STATE ROAD 818); AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: The Town Council of the Town of Davie approved Site Plan Application (SP 12-5-05) known as "Griffin Landmark Building" on December 6, 2006. This site plan application was approved with the condition that pavers and landscaping be placed within the State of Florida Department of Transportation (FDOT) right-of-way for a portion of Griffin Road (State Road 818). In order for the developer to place pavers and landscaping said right-of-way, FDOT is requiring the Town of Davie to enter into a maintenance agreement. This agreement is between the Town of Davie and FDOT, holding the Town responsible for the installation and maintenance of said material within the FDOT right-of-way. As a result, the Town is requiring the developer to enter into agreement is between the Town of Davie and Griffin Landmark Building LLC holding the developer responsible for the installation and maintenance of the said material within FDOT right-of-way. The purpose of these two (2) agreements is due to the fact that FDOT will not enter into an agreement with a developer, nor a tri-party between the Town and a developer. Staff finds that the proposed agreements are consistent with the

conditions of approval based on Town Council approval and has no objection to the agreements.

PREVIOUS ACTIONS: n/a

CONCURRENCES: n/a

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

RECOMMENDATION(S): Staff finds that the application is complete and suitable for transmittal to Town Council for consideration.

Attachment(s):

Resolution, Maintenance Agreements, Future Land Use Map, Zoning and Aerial Map

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AGREEMENTS BETWEEN THE TOWN OF DAVIE AND STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND BETWEEN THE TOWN OF DAVIE AND GRIFFIN LANDMARK, LLC. FOR THE INSTALLATION AND MAINTENANCE OF CERTAIN LANDSCAPE AND OTHER IMPROVEMENTS WITHIN THE RIGHT-OF-WAY OF GRIFFIN ROAD (STATE ROAD 818); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the subject property is generally located within the northern portion of Griffin Road (State Road 818) right-of-way between the Florida Turnpike and State Road 7 (US 441), which is legally described in attachments hereto; and

WHEREAS, the Town Council of the Town of Davie approved Site Plan Application (SP 12-5-05) known as “Griffin Landmark Building” on December 6, 2006; and

WHEREAS, the Town Council approved “Griffin Landmark Building” condition on pavers and landscaping be placed within the State of Florida Department of Transportation right-of-way for a portion of Griffin Road (State Road 818); and

WHEREAS, the Town of Davie and State of Florida Department of Transportation enter into an agreement for the installation and maintaince of certain landscape and other improvements within the right-of-way of Griffin Road (State Road 818); and

WHEREAS, the Town of Davie and Griffin Landmark, LLC for the installation and maintaince of certain landscape and other improvements within the right-of-way of Griffin Road (State Road 818).

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor and Town Administrator to enter into Agreements with the State of Florida Department of Transportation and Griffin Landmark, LLC for the installation and maintaince of certain landscape and other improvements within the right-of-way of Griffin Road (State Road 818), attached hereto.

SECTION 2. The Town Administrator and Town Attorney are authorized to make and accept non-substantive revisions to the agreement in order for the agreement to be in final, recordable form.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2007.

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2007.

Exhibit (Maintenance Agreement Between the Town of Davie and FDOT)

SECTION NO.: 86015000
REFERENCE NO: N/A
COUNTY: BROWARD
S.R. NO.: 818

MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20__ by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the “**DEPARTMENT**” and the **TOWN OF DAVIE**, a political subdivision of the State of Florida, existing under the Laws of Florida, hereinafter called the “**TOWN**”.

WITNESSETH:

WHEREAS, the **DEPARTMENT** has jurisdiction over **State Road 818/Griffin Road** as part of the State Highway System; and

WHEREAS, the **TOWN** seeks to install and maintain certain landscape and/or other improvements within the right-of-way of **State Road 818** as described with Exhibit B; and

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety, protection of the investment, and other reasons, has constructed and does maintain a the highway facility as described in Exhibit A, attached hereto and incorporated by reference herein, within the corporate limits of the **TOWN**; and

WHEREAS, the **DEPARTMENT**, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain the highway facilities as described in Exhibit A attached hereto and incorporated by reference herein, within the corporate limits of the **TOWN**; and

WHEREAS, the **TOWN** is of the opinion that said highway facilities that contain landscape in areas outside of the travel way to the right of way line, including brick pavers sidewalk, which shall be maintained by periodic trimming, cutting, weeding, mowing, fertilizing, litter pick-up, necessary replanting, irrigation repairs, sidewalks repairs, or replacements as needed, and inside the travel way if relevant; and

WHEREAS, it is the intent of the **TOWN** and the **DEPARTMENT** that the **TOWN** shall maintain all improvements made by the **TOWN** as well as areas within the right of way by said improvements made at the request of the **TOWN**; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the **TOWN** by Resolution No. _____ dated _____, 20 __, attached hereto and by this reference made a part hereof, desires to enter into this Agreement and

MIA:401321:1

authorizes its officers to do so,

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The **TOWN** hereby agrees to install or cause to be installed certain, hardscape and/or irrigation improvements on the highway facilities as specified in plans and specifications hereinafter referred to as the Project, and incorporated herein as Exhibit B. Hardscape shall mean tree grates; any standard and non-standard lighting; any non-standard roadway, sidewalk pavers, median or crosswalk surfacing (such as, but not limited to, interlocking pavers, stamped asphalt or stamped concrete); and any decorative free standing wall.
 - (a) All plant materials shall be installed and maintained in strict accordance with sound nursery practice prescribed by the International Society of Arboriculture (ISA); all plant materials installed shall be Florida #1 or better according to the most current edition of Florida Department of Agriculture, *Florida Grades and Standards for Nursery Stock*; and all trees shall meet Florida Power & Light, *Right Tree, Right Place, South Florida*.
 - (b) Trees and palms within the right-of-way shall be pruned to discourage encroachment into roadways, clear zones and sidewalks. Definition of these criteria is included in the most current editions of FDOT Standards for Design, Construction, Maintenance, and Utility Operations on the State Highway System.
 - (c) Tree and palm pruning shall be supervised by properly trained personnel trained in tree pruning techniques and shall meet the most current standards set forth by the International Society of Arboriculture (ISA) and the American National Standard Institute (ANSI) Part A-300 and when in Broward County be licensed by Broward County Environment Protection Department to perform this work.
 - (d) Irrigation installation and maintenance activities shall conform to the standards set forth by the Florida Irrigation Society (FIS) latest edition of FIS, Standards and Specifications for *Turf and Landscape Irrigation Systems*.
 - (e) When the **TOWN** is installing the Project and irrigation is to be installed, the **DEPARTMENT** shall be provided accurate as-built plans of the system so if in the future there is a need for the **DEPARTMENT** to perform work in the area, the system can be accommodated as much as possible.
 - (f) If it becomes necessary to provide utilities (water/electricity) to the median or side areas, it shall be the **TOWN'S** responsibility to obtain a permit for such work through the local maintenance office and the **TOWN** shall be responsible for all associated fees including monthly billing for the installation and maintenance of these utilities.

- (g) All hardscape shall be installed and maintained in strict accordance with the most current edition of the *Florida Accessibility Code for Building Construction* and the *Interlocking Concrete Pavement Institute (ICPI)*.
- (h) All activities, including project installation and future maintenance operations performed on State highway right-of-way, must be in conformity with the most current edition of the *Manual on Uniform Traffic Control (MUTCD)* and *FDOT Design Standards Specifications for Road and Bridge Construction*, Index 600 Series, *Maintenance Rating Program (MRP)*, *Traffic Control through Work Zones*, and US DOT regulations (49 CFR part 27) implementing Section 504 of the Rehabilitation Act (29 U.S.C. 794). The FHWA has specific American with Disabilities Act (ADA) policies for statewide planning in 23 CFR 450.220(a) (4), for metropolitan planning in 23 CFR 450.316 (b) (3), and the NEPA process in 23 CFR 771.105 (f). These regulations require application of the ADA requirements to Transportation Enhancements Activities.
- (i) The most current edition of *FDOT Design Standards*, Index 546 must be adhered to.
- (j) Horizontal Clearance and Clear Zone as specified in the *FDOT Plans Preparation Manual*, Volume 1, Chapters 2 and 4 and *FDOT Design Standards*, Index 700 must be adhered to.
- (k) Landscape improvements shall not obstruct roadside signs or permitted outdoor advertising signs, (see Rule Chapter 14-40, Part I and Part III, Florida Administrative Code [F.A.C.]).
- (l) The **TOWN** shall provide the local FDOT Operation Center, located at 5548 N.W. 9th Avenue, Fort Lauderdale, FL 33309 (954) 776-4300 or (7900 Forest Hill Blvd., West Palm Beach, FL 33413 (561) 432-4966) or (3603 Oleander Ave., Fort Pierce, FL 34982 (772) 489-7072) a twenty-four (24) hour telephone number and the name of a responsible person that the **DEPARTMENT** may contact. The **TOWN** shall notify the local maintenance office forty-eight (48) hours prior to the start of the project.
- (m) If there is a need to restrict the normal flow of traffic, it shall be done on off-peak hours (9 AM to 3 PM), and the party performing such work shall give notice to the local law enforcement **TOWN** within whose jurisdiction such road is located prior to commencing work on the project. The **DEPARTMENT'S** Public Information Office shall also be notified.
- (n) The **TOWN** shall be responsible for assuring that any existing utilities within the project limits are not impacted.
- (o) The **TOWN** shall follow the minimum level of maintenance guidelines as set forth in

FDOT'S Rule Chapter 14-40 Highway Beautification and Landscape Management, in the FDOT *Guide to Roadside Mowing and Maintenance Management System*, and Exhibit C Maintenance Plan for maintenance activities for landscape projects.

2. The **TOWN** agrees to maintain the *landscape improvements* as defined as: plantings, irrigation, and/or hardscape within the medians and areas outside the travel way to the right of way line by periodic pruning, mowing, fertilizing, weeding, curb and sidewalk edging, litter pickup and necessary replanting, and/or repair following the **DEPARTMENT'S** landscape safety and plant care guidelines and Exhibit C Maintenance Plan. The **TOWN'S** responsibility for maintenance shall include all landscaped/turfed areas and areas covered with non standard surfacing (hardscape) within the median and areas within the travel way to the right of way line, including, associated header curbs and concrete areas. It shall be the responsibility of the **TOWN** to restore an unacceptable travel condition of the roadway or sidewalk caused by the differential characteristics of the standard and non standard surfacing and/or the header curb on Department of Transportation right-of-way within the limits of the Project.

Such maintenance to be provided by the **TOWN** is specifically set out as follows: to maintain means the proper watering and fertilization of all plants and keeping them as free as practicable from disease and harmful insects; properly mulching the planting beds; keeping the premises free of weeds; mowing the grass the proper height; properly pruning all plants which at a minimum includes: (1) removing dead or diseased parts of plants, (2) pruning such parts thereof to provide clear visibility to signage or for those using the roadway and or sidewalk; (3) preventing any other potential roadway hazards. Plants shall be those items which would be scientifically classified as plants and include but are not limited to trees, shrubs, groundcover and sod. 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 size and grade as specified in the original plans and specifications. To maintain also means keeping the header curbs that contain the non standard surfacing treatment in optimum condition. To maintain also means keeping the hardscape and sidewalks areas free from weeds and repairing said hardscape as is necessary to prevent a safety hazard. To maintain also means keeping litter removed from the median and areas outside the travel way to the right of way line.

If it becomes necessary to provide utilities (water/electricity) to the median or side areas for these improvements, all costs associated with accent lighting and irrigation installation, maintenance, fees and connections as well as on-going cost of the utility are the maintaining **TOWN'S** responsibility.

The above named functions to be performed by the **TOWN** may be subject to periodic inspections by the **DEPARTMENT** at the discretion of the **DEPARTMENT**. Such inspection findings will be shared with the **TOWN** and shall be the basis of all decisions regarding repayment, reworking, or Agreement termination. The **TOWN** shall not change or

deviate from said plans without written approval of the **DEPARTMENT**.

The **TOWN** agrees to reimburse the **DEPARTMENT** all monies expended for the Project, should the landscape improvement areas fail to be maintained in accordance with the terms and conditions of the Agreement

3. If at any time after the **TOWN** has undertaken the installation of the landscape and /or other improvements and/or maintenance responsibility mentioned above, it shall come to the attention of the **DEPARTMENT'S** District Secretary that the limits or a part thereof is not properly maintained pursuant to the terms of this Agreement, said District Secretary, may at his option, issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the **TOWN**, to place said **TOWN** on notice thereof. Thereafter, the **TOWN** shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the **DEPARTMENT** may, at its option, proceed as follows:
 - (a) Complete the installation, or part thereof, with **DEPARTMENT** or Contractor's personnel and deduct the cost of such work from the final payment for said work or part thereof, or
 - (b) Maintain the improvements or a part thereof, with **DEPARTMENT** or Contractor's personnel and invoice the **TOWN** for expenses incurred, or
 - (c) Terminate the Agreement in accordance with Paragraph 6 of this Agreement, and remove, by **DEPARTMENT** or private Contractor's personnel, all of the landscape improvements installed under this Agreement or any preceding Agreements except as to trees and palms and charge the **TOWN** the reasonable cost of such removal.
4. It is understood between the parties hereto that the improvements covered by this Agreement may be removed, relocated, or adjusted at any time in the future, as determined to be necessary by the **DEPARTMENT** in order that the adjacent state road be widened, altered, or otherwise changed to meet with future criteria or planning of the **DEPARTMENT**. The **TOWN** shall be given sixty (60) calendar day's notice to remove said improvements after which time the **DEPARTMENT** may remove same. All permits (including tree permits), fees, and any mitigation associated with the removal, relocation or adjustments of these improvements are the maintaining **TOWN'S** responsibility.
5. **THE TOWN** at it's own expense and by permit shall install the landscape improvements described in Exhibit B. The **DEPARTMENT** shall be invited to assist the **TOWN** in final inspections before acceptance of the job by the **TOWN**. The **DEPARTMENT** shall approve the job provided it complies with the permit.
6. This Agreement may be terminated under any one (1) of the following conditions:
 - (a) By the **DEPARTMENT**, if the **TOWN** fails to perform its duties under Paragraph 3,

following ten (10) days' written notice.

- (b) By the **DEPARTMENT**, for refusal by the **TOWN** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **TOWN** in conjunction with this Agreement.
7. The term of this Agreement commences upon execution.
 8. The **TOWN** is a political subdivision as defined in Section 768.28, Florida Statutes, and agrees to be fully responsible for acts and omissions of their agents or employees. Nothing in this agreement shall be construed or interpreted to serve as a waiver of sovereign immunity by any party such that liability is extended beyond the limitations established by law. Nothing herein shall be construed as consent by a state **TOWN** or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

In the event that **TOWN** contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:

- (a) **TOWN's** contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of \$500,000.00 per Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office and shall name **DEPARTMENT** as an additional insured.
 - (b) **TOWN's** contractor shall furnish **TOWN** with Certificates of Insurance of Endorsements evidencing the insurance coverages specified herein prior to the beginning performance of work under this Agreement.
 - (c) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of **TOWN's** contractor is completed. All policies must be endorsed to provide **DEPARTMENT** with at least thirty (30) days notice of cancellation and or/or restriction. If any of the insurance coverages will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.
9. The **TOWN** may construct additional landscape improvements within the limits of the rights-of-ways identified as a result of this document, subject to the following conditions:
 - (a) Plans for any new landscape improvements shall be subject to approval by the

DEPARTMENT'S District Maintenance Engineer or his designee. The **TOWN** shall not change or deviate from said plans without written approval by the **DEPARTMENT**.

- (b) The **TOWN** shall procure a permit from the **DEPARTMENT**.
 - (c) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and design standards;
 - (d) The **TOWN** agrees to comply with the requirements of this Agreement with regard to any additional improvements installed at no cost to the **DEPARTMENT**;
10. This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby except as indicated below:

The maintenance memorandum of Agreement entered into on November 19, 1997. The landscape maintenance requirements in this agreement shall be in addition to the requirements in that agreement.

- 11. The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, nor enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.
- 12. The **DEPARTMENT'S** District Secretary shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions, and disputes shall be final and conclusive upon the parties hereto.
- 13. This Agreement may not be assigned or transferred by the **TOWN**, in whole or in part, without the consent of the **DEPARTMENT**.
- 14. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the

laws of Florida shall prevail.

- 15 Any and all notices given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses:

If to the **DEPARTMENT**:

State of Florida Department of Transportation
3400 West Commercial Blvd.
Ft. Lauderdale, FL 33309-3421
Attention: District IV Maintenance Engineer
Or his designee

If to the **TOWN**:

Town of Davie
6591 Orange Drive
Davie, Florida 33314
Attention:
Title:

Exhibit A: Project Location
Exhibit B: Project Plans
Exhibit C: Maintenance Plan

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above written.

TOWN OF DAVIE

**STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION**

By: _____
Mayor / Chairperson

By: _____ Date _____
Transportation Development Director

Attest: _____ (SEAL)
Clerk

Attest: _____ (SEAL)
Executive Secretary

Approval as to Form Date

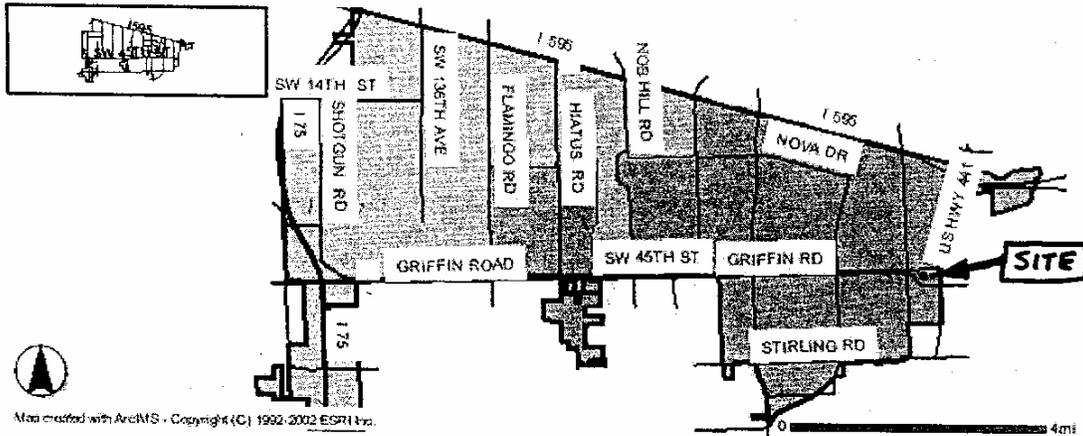
Approval as to Form Date

SECTION NO.: 86015000
REFERENCE NO: N/A
COUNTY: BROWARD
S.R. NO.: 818

EXHIBIT A

- I. **PROJECT LIMITS OF MAINTENANCE:**
State Road 818 from 6.186 MP to 6.242 MP
- II. **PROJECT LOCATION MAP OF TOWNS MAINTENANCE BOUNDARIES:**

ArcIMS Viewer



SECTION NO.:	86015000
REFERENCE NO:	N/A
COUNTY:	BROWARD
S.R. NO.:	818

EXHIBIT B
(page 1 of 3)

PROJECT PLANS

The Department agrees to install the Project in accordance with the plans and specifications attached hereto and incorporated herein.

1. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DALLAS LANDSCAPE DESIGN MANUAL.

 2. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DALLAS LANDSCAPE DESIGN MANUAL.

 3. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DALLAS LANDSCAPE DESIGN MANUAL.

 4. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DALLAS LANDSCAPE DESIGN MANUAL.

 5. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DALLAS LANDSCAPE DESIGN MANUAL.

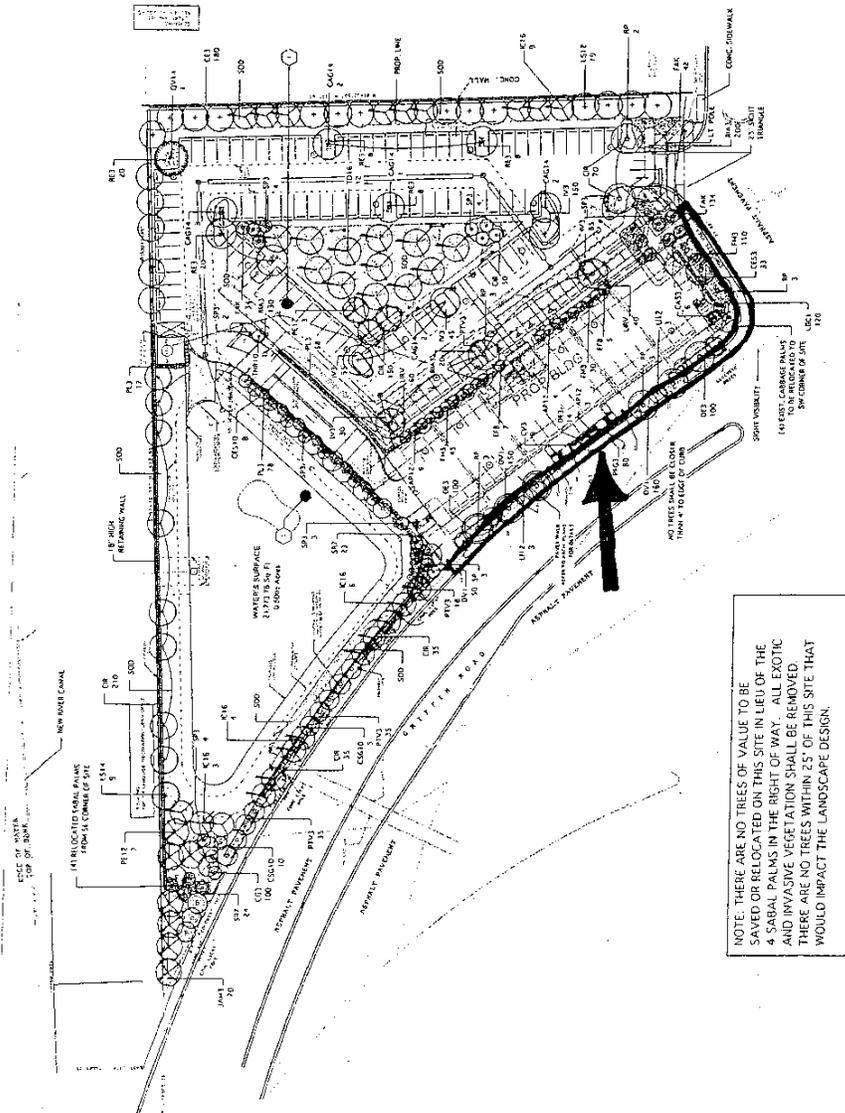
 6. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DALLAS LANDSCAPE DESIGN MANUAL.

 7. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DALLAS LANDSCAPE DESIGN MANUAL.

 8. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DALLAS LANDSCAPE DESIGN MANUAL.

 9. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DALLAS LANDSCAPE DESIGN MANUAL.

 10. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DALLAS LANDSCAPE DESIGN MANUAL.



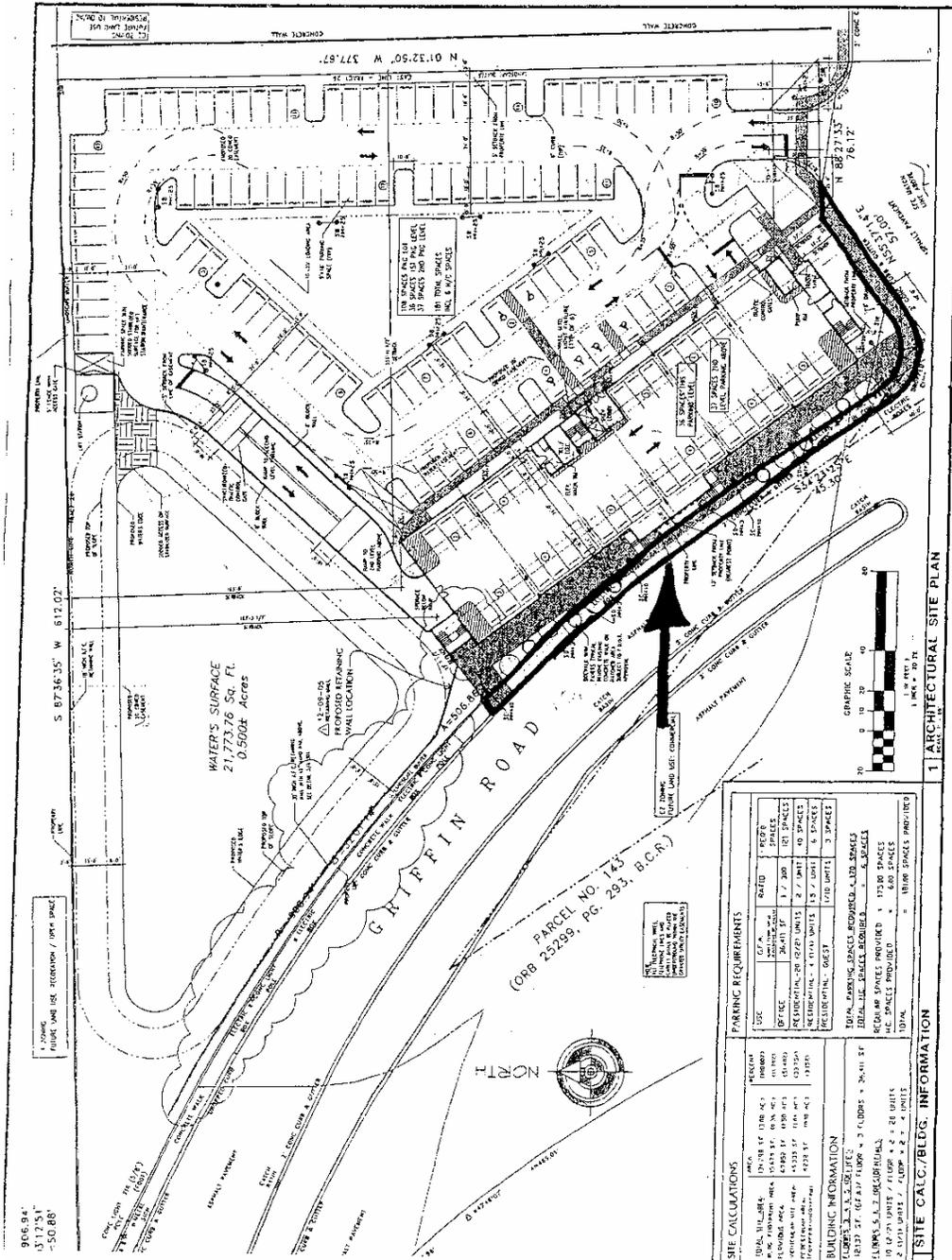
NOTE: THERE ARE NO TREES OF VALUE TO BE SAVED OR RELOCATED ON THIS SITE IN LIEU OF THE 4 SABAL PALMS IN THE RIGHT OF WAY. ALL EXOTIC AND INVASIVE VEGETATION SHALL BE REMOVED. THERE ARE NO TREES WITHIN 25' OF THIS SITE THAT WOULD IMPACT THE LANDSCAPE DESIGN.

- EXISTING TREE TO BE REMOVED
- #1 FICUS ALBERA (STRANGLER FIG) 48" DBH COND. 70%
- #2 FICUS ALBERA (STRANGLER FIG) 35" DBH COND. 70% 84" / 3 = 28" X 7.0" = 20 TREES REQUIRED FOR MITIGATION
- ⊗ EXISTING PALM TO BE RELOCATED

PROJECT: GRIFFIN LANDMARK BUILDING
MIXED USE DEVELOPMENT
OWNER: TOM OF DAVIS
SHEET: LANDSCAPE PLANTING PLAN

M. L. A.
 M. L. A. Architects Inc.
 1000 WEST END AVENUE, SUITE 1000
 DALLAS, TEXAS 75201
 TEL: 214.760.1000
 WWW.MLAARCHITECTS.COM

EXHIBIT "B"
 (page 2 of 3)



SITE CALCULATIONS

DESCRIPTION	AREA	PERCENT
TOTAL SITE AREA	127,748 SF (2.96 AC)	100%
IMPERVIOUS AREA	67,900 SF (1.55 AC)	53.16%
PERMEABLE AREA	59,848 SF (1.37 AC)	46.84%
TOTAL IMPERVIOUS AREA	127,748 SF	100%

LANDING INFORMATION

127,748 SF (2.96 AC) = 3 CLUSTERS + 26,441 SF
 67,900 SF (1.55 AC) = 1 CLUSTER + 13,200 SF
 59,848 SF (1.37 AC) = 2 CLUSTERS + 11,720 SF
 2,113 UNITS / 7,400 SF + 2.2 = 4 UNITS

PARKING REQUIREMENTS

USE	GF	RATIO	REQ'D	PROV'D
OFFICE	26,441 SF	1.7 / 1,000	450 SPACES	450 SPACES
RESIDENTIAL (20' CLEAR UNITS)	2,720 SF	1.0 / 1,000	27 SPACES	27 SPACES
RESIDENTIAL (4' CLEAR UNITS)	13,200 SF	1.0 / 1,000	132 SPACES	132 SPACES
RESIDENTIAL (10' CLEAR UNITS)	11,720 SF	1.0 / 1,000	117 SPACES	117 SPACES
TOTAL			726 SPACES	726 SPACES

TOTAL PARKING SPACES PROVIDED - 726 SPACES

REQUIRED PARKING SPACES - 726 SPACES

EXCESS PARKING SPACES - 0 SPACES

1 ARCHITECTURAL SITE PLAN

EXHIBIT "B"
(page 3 of 3)

SECTION NO.:
REFERENCE NO.:
COUNTY:
S.R. NO.:

EXHIBIT C

MAINTENANCE PLAN

This Exhibit forms an integral part of the DISTRICT FOUR (4) HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the TOWN.

Maintenance to be performed per Florida Department of Transportation's maintenance guidelines.

Exhibit (Maintenance Agreement Between the Town of Davie and the Developer (HOA))

SECTION NO.: 86015000
REFERENCE NO: N/A
COUNTY: BROWARD
S.R. NO.: 818

MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20__, by and between the **TOWN OF DAVIE**, a political subdivision of the State of Florida, existing under the Laws of Florida, hereinafter called "**DAVIE**" and **GRIFFIN LANDMARK, LLC**, a Florida limited liability company, hereinafter called the "**OWNER**".

WITNESSETH:

WHEREAS, DAVIE has jurisdiction over **State Road 818/Griffin Road**, which is as part of the State Highway System; and

WHEREAS, DAVIE has entered into a Maintenance Memorandum of Agreement with the State of Florida Department of Transportation dated September ____, 2007 (the "Maintenance Agreement") concerning landscaping and other improvements within the right-of-way of State Road 818/Griffin Road; and

WHEREAS, OWNER wants to indemnify **DAVIE** from all responsibility for the Maintenance Agreement; and

WHEREAS, the OWNER seeks to install and maintain certain landscape and other improvements within the right-of-way of **State Road 818** described on Exhibit B; and

WHEREAS, the OWNER is of the opinion that said highway facilities that contain landscape in areas outside of the travel way to the right of way line, including brick pavers sidewalk, which shall be maintained by periodic trimming, cutting, weeding, mowing, fertilizing, litter pick-up, necessary replanting, irrigation repairs, sidewalks repairs, or replacements as needed, and inside the travel way if relevant; and

WHEREAS, it is the intent of the OWNER and DAVIE that the **OWNER** shall maintain all improvements made by the **OWNER** as well as all areas within the right-of-way by said improvements made at the request of the **OWNER** to be maintained; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the OWNER desires to enter into this Agreement and authorizes its officers to do so.

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The **OWNER** hereby agrees to install or cause to be installed certain, hardscape and/or irrigation improvements on the highway facilities as specified in plans and specifications hereinafter referred to as the Project, and incorporated herein as Exhibit B. Hardscape shall mean tree grates; any standard and non-standard lighting; any non-standard roadway, sidewalk pavers, median or crosswalk surfacing (such as, but not limited to, interlocking pavers, stamped asphalt or stamped concrete); and any decorative free standing wall.
 - (a) All plant materials shall be installed and maintained in strict accordance with sound nursery practice prescribed by the International Society of Arboriculture (ISA); all plant materials installed shall be Florida #1 or better according to the most current edition of Florida Department of Agriculture, *Florida Grades and Standards for Nursery Stock*; and all trees shall meet Florida Power & Light, *Right Tree, Right Place, South Florida*.
 - (b) Trees and palms within the right-of-way shall be pruned to discourage encroachment into roadways, clear zones and sidewalks. Definition of these criteria is included in the most current editions of FDOT Standards for Design, Construction, Maintenance, and Utility Operations on the State Highway System.
 - (c) Tree and palm pruning shall be supervised by properly trained personnel trained in tree pruning techniques and shall meet the most current standards set forth by the International Society of Arboriculture (ISA) and the American National Standard Institute (ANSI) Part A-300 and when in Broward County be licensed by Broward County Environment Protection Department to perform this work.
 - (d) Irrigation installation and maintenance activities shall conform to the standards set forth by the Florida Irrigation Society (FIS) latest edition of FIS, Standards and Specifications for *Turf and Landscape Irrigation Systems*.
 - (e) When the **OWNER** is installing the Project and irrigation is to be installed, **DAVIE** shall be provided accurate as-built plans of the system so if in the future there is a need for **DAVIE** to perform work in the area, the system can be accommodated as much as possible.
 - (f) If it becomes necessary to provide utilities (water/electricity) to the median or side areas, it shall be the **OWNER'S** responsibility to obtain a permit for such work through the local maintenance office and the **OWNER** shall be responsible for all associated fees including monthly billing for the installation and maintenance of these utilities.
 - (g) All hardscape shall be installed and maintained in strict accordance with the most

MIA:401346:1

current edition of the *Florida Accessibility Code for Building Construction* and the *Interlocking Concrete Pavement Institute (ICPI)*.

- (h) All activities, including project installation and future maintenance operations performed on State highway right-of-way, must be in conformity with the most current edition of the *Manual on Uniform Traffic Control (MUTCD)* and *FDOT Design Standards Specifications for Road and Bridge Construction*, Index 600 Series, *Maintenance Rating Program (MRP)*, *Traffic Control through Work Zones*, and US DOT regulations (49 CFR part 27) implementing Section 504 of the Rehabilitation Act (29 U.S.C. 794). The FHWA has specific American with Disabilities Act (ADA) policies for statewide planning in 23 CFR 450.220(a) (4), for metropolitan planning in 23 CFR 450.316 (b) (3), and the NEPA process in 23 CFR 771.105 (f). These regulations require application of the ADA requirements to Transportation Enhancements Activities.
- (i) The most current edition of *FDOT Design Standards*, Index 546 must be adhered to.
- (j) Horizontal Clearance and Clear Zone as specified in the *FDOT Plans Preparation Manual*, Volume 1, Chapters 2 and 4 and *FDOT Design Standards*, Index 700 must be adhered to.
- (k) Landscape improvements shall not obstruct roadside signs or permitted outdoor advertising signs, (see Rule Chapter 14-40, Part 1 and Part III, Florida Administrative Code [F.A.C.]).
- (l) The **OWNER** shall provide the Town of Davie at 6591 Orange Drive, Davie, Florida 33314 a twenty-four (24) hour telephone number and the name of a responsible person that **DAVIE** may contact. The **OWNER** shall notify the local maintenance office forty-eight (48) hours prior to the start of the project.
- (m) If there is a need to restrict the normal flow of traffic, it shall be done on off-peak hours (9 AM to 3 PM), **OWNER** shall give notice to the local law enforcement officer within whose jurisdiction such road is located prior to commencing work on the project. The State of Florida Department of Transportation's Public Information Office shall also be notified.
- (n) The **OWNER** shall be responsible for assuring that any existing utilities within the project limits are not impacted.
- (o) The **OWNER** shall follow the minimum level of maintenance guidelines as set forth in FDOT'S Rule Chapter 14-40 Highway Beautification and Landscape Management, in the *FDOT Guide to Roadside Mowing and Maintenance Management System*, and Exhibit C Maintenance Plan for maintenance activities for landscape projects.

2. The **OWNER** agrees to maintain the *landscape improvements* as defined as: plantings, irrigation, and/or hardscape within the medians and areas outside the travel way to the right of way line by periodic pruning, mowing, fertilizing, weeding, curb and sidewalk edging, litter pickup and necessary replanting, and/or repair following the State of Florida Department of Transportation's landscape safety and plant care guidelines and Exhibit C Maintenance Plan. The **OWNER'S** responsibility for maintenance shall include all landscaped/turfed areas and areas covered with non standard surfacing (hardscape) within the median and areas within the travel way to the right of way line, including, associated header curbs and concrete areas. It shall be the responsibility of the **OWNER** to restore an unacceptable travel condition of the roadway or sidewalk caused by the differential characteristics of the standard and non standard surfacing and/or the header curb on Department of Transportation right-of-way within the limits of the Project.

Such maintenance to be provided by the **OWNER** is specifically set out as follows: to maintain means the proper watering and fertilization of all plants and keeping them as free as practicable from disease and harmful insects; properly mulching the planting beds; keeping the premises free of weeds; mowing the grass the proper height; properly pruning all plants which at a minimum includes: (1) removing dead or diseased parts of plants, (2) pruning such parts thereof to provide clear visibility to signage or for those using the roadway and or sidewalk; (3) preventing any other potential roadway hazards. Plants shall be those items which would be scientifically classified as plants and include but are not limited to trees, shrubs, groundcover and sod. 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 size and grade as specified in the original plans and specifications. To maintain also means keeping the header curbs that contain the non standard surfacing treatment in optimum condition. To maintain also means keeping the hardscape and sidewalks areas free from weeds and repairing said hardscape as is necessary to prevent a safety hazard. To maintain also means keeping litter removed from the median and areas outside the travel way to the right of way line.

If it becomes necessary to provide utilities (water/electricity) to the median or side areas for these improvements, all costs associated with accent lighting and irrigation installation, maintenance, fees and connections as well as on-going cost of the utility are the maintaining **OWNER'S** responsibility.

The above named functions to be performed by the **OWNER** may be subject to periodic inspections by **DAVIE** at the discretion of **DAVIE**. Such inspection findings will be shared with the **OWNER** and shall be the basis of all decisions regarding repayment, reworking, or Agreement termination. The **OWNER** shall not change or deviate from said plans without written approval of **DAVIE**.

The **OWNER** agrees to reimburse **DAVIE** all monies expended for the Project, should the

landscape improvement areas fail to be maintained in accordance with the terms and conditions of the Agreement

3. If at any time after the **OWNER** has undertaken the installation of the landscape and /or other improvements and/or maintenance responsibility mentioned above, it shall come to the attention of **DAVIE'S** official that the limits or a part thereof is not properly maintained pursuant to the terms of this Agreement, said **DAVIE** official, may at his option, issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the **OWNER**, to place said **OWNER** on notice thereof. Thereafter, the **OWNER** shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, **DAVIE** may, at its option, proceed as follows:
 - (a) Complete the installation, or part thereof, with **DAVIE** or Contractor's personnel and deduct the cost of such work from the final payment for said work or part thereof, or
 - (b) Maintain the improvements or a part thereof, with **DAVIE** or Contractor's personnel and invoice the **OWNER** for expenses incurred, or
 - (c) Terminate the Agreement in accordance with Paragraph 6 of this Agreement, and remove, by **DAVIE** or private Contractor's personnel, all of the landscape improvements installed under this Agreement or any preceding Agreements except as to trees and palms and charge the **OWNER** the reasonable cost of such removal.
4. It is understood between the parties hereto that the improvements covered by this Agreement may be removed, relocated, or adjusted at any time in the future, as determined to be necessary by the State of Florida Department of Transportation in order that the adjacent state road be widened, altered, or otherwise changed to meet with future criteria or planning of the State of Florida Department of Transportation. The **OWNER** shall be given sixty (60) calendar day's notice to remove said improvements after which time **DAVIE** may remove same. All permits (including tree permits), fees, and any mitigation associated with the removal, relocation or adjustments of these improvements are the maintaining **OWNER'S** responsibility.
5. **OWNER** at it's own expense and by permit shall install the landscape improvements described in Exhibit B. **DAVIE** shall approve the job provided it complies with the permit.
6. This Agreement may be terminated under any one (1) of the following conditions:
 - (a) By **DAVIE**, if the **OWNER** fails to perform its duties under Paragraph 3, following ten (10) days' written notice.
 - (b) By **DAVIE**, for refusal by the **OWNER** to allow public access to all documents,

papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **OWNER** in conjunction with this Agreement.

7. The term of this Agreement commences upon execution.
8. In the event that **OWNER** contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:
 - (a) **OWNER'S** contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of \$500,000.00 per Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office and shall name **DAVIE** and the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION** as an additional insured.
 - (b) **OWNER'S** contractor shall furnish **OWNER** with Certificates of Insurance of Endorsements evidencing the insurance coverages specified herein prior to the beginning performance of work under this Agreement.
 - (c) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of **OWNER'S** contractor is completed. All policies must be endorsed to provide **DAVIE** with at least thirty (30) days notice of cancellation and or/or restriction. If any of the insurance coverages will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.
9. The **OWNER** may construct additional landscape improvements within the limits of the rights-of-ways identified as a result of this document, subject to the following conditions:
 - (a) Plans for any new landscape improvements shall be subject to approval by the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION'S** District Maintenance Engineer or his designee. The **OWNER** shall not change or deviate from said plans without written approval by the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION** and **DAVIE**.
 - (b) The **OWNER** shall procure a permit from **DAVIE** and the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**.
 - (c) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and design standards;

- (d) The **OWNER** agrees to comply with the requirements of this Agreement with regard to any additional improvements installed at no cost to **DAVIE**;
10. This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby except as indicated below: _____
- The maintenance memorandum of Agreement entered into on November 19, 1997. The landscape maintenance requirements in this agreement shall be in addition to the requirements in that agreement.
11. This Agreement may not be assigned or transferred by the **OWNER**, in whole or in part, without the consent of **DAVIE**.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail.
13. Any and all notices given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses:

If to **DAVIE**:

TOWN OF DAVIE
6591 Orange Drive
Davie, Florida 33314
Attention:
Or his designee

If to the **OWNER**:

GRIFFIN LANDMARK, LLC
3721 S.W. 47th Avenue, Suite 307
Ft. Lauderdale, Florida 33314
Attention: Jeffrey Spear
Title:

Exhibit A: Project Location
Exhibit B: Project Plans
Exhibit C: Maintenance Plan

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above written.

GRIFFIN LANDMARK, LLC.
a Florida limited liability company
By: **Griffin Landmark Corp.**
managing member

TOWN OF DAVIE

By: Jeffrey Spear Pres.
Jeffrey Spear, President

By: _____
Mayor/Chairperson Date

Attest: [Signature] (SEAL)
Clerk

Attest: _____ (SEAL)
Executive Secretary

Approval as to Form Date

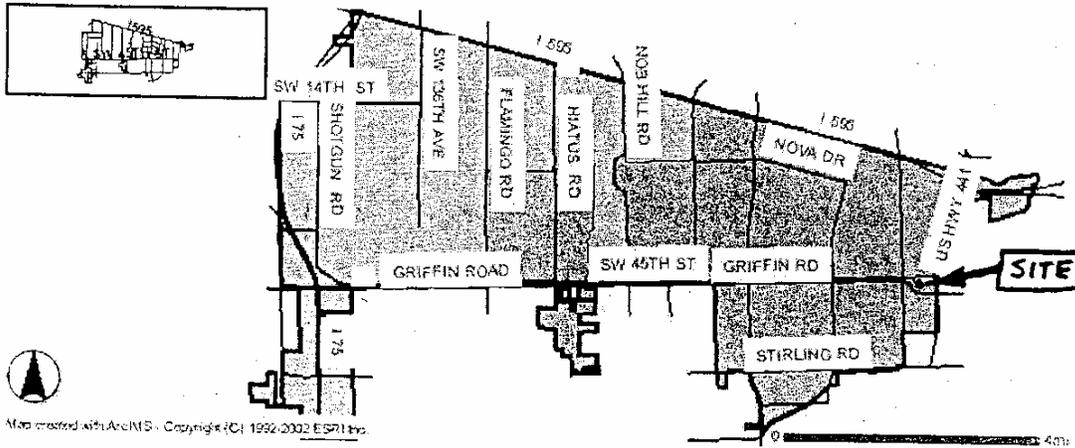
Approval as to Form Date

REFERENCE NO: N/A
COUNTY: BROWARD
S.R. NO.: 818

EXHIBIT A

- I. PROJECT LIMITS OF MAINTENANCE:
State Road 818 from 6.186 MP to 6.242 MP
- II. PROJECT LOCATION MAP OF TOWNS MAINTENANCE BOUNDARIES:

ArcIMS Viewer



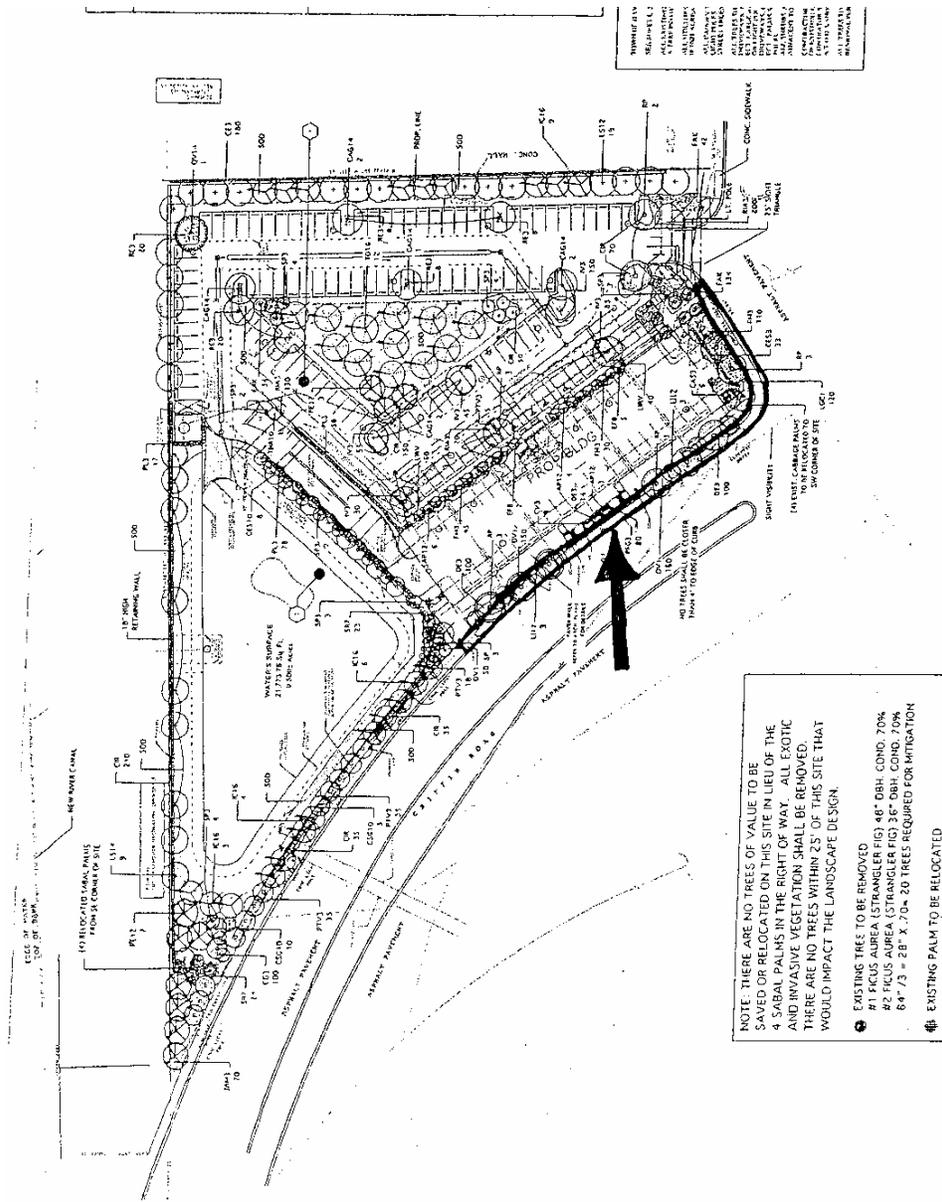
SECTION NO.:	86015000
REFERENCE NO:	N/A
COUNTY:	BROWARD
S.R. NO.:	818

EXHIBIT B

(page 1 of 3)

PROJECT PLANS

The Department agrees to install the Project in accordance with the plans and specifications attached hereto and incorporated herein.



1. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPE DESIGN.

 2. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPE DESIGN.

 3. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPE DESIGN.

 4. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPE DESIGN.

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 6. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPE DESIGN.

 7. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPE DESIGN.

 8. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPE DESIGN.

 9. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPE DESIGN.

 10. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPE DESIGN.

NOTE: THERE ARE NO TREES OF VALUE TO BE SAVED OR RELOCATED ON THIS SITE IN LIEU OF THE 4 SABAL PALMS IN THE RIGHT OF WAY. ALL EXOTIC AND INVASIVE VEGETATION SHALL BE REMOVED. THERE ARE NO TREES WITHIN 25' OF THIS SITE THAT WOULD IMPACT THE LANDSCAPE DESIGN.

- EXISTING TREE TO BE REMOVED
 - #1 FICUS ALBREA (STRANGLER) FIG 48" DBH, COND. 70%
 - #2 FICUS ALBREA (STRANGLER) FIG 36" DBH, COND. 70%
 - #3 84" / 3" = 28" X 7.0" = 20 TREES REQUIRED FOR MITIGATION
- ☐ EXISTING PALM TO BE RELOCATED

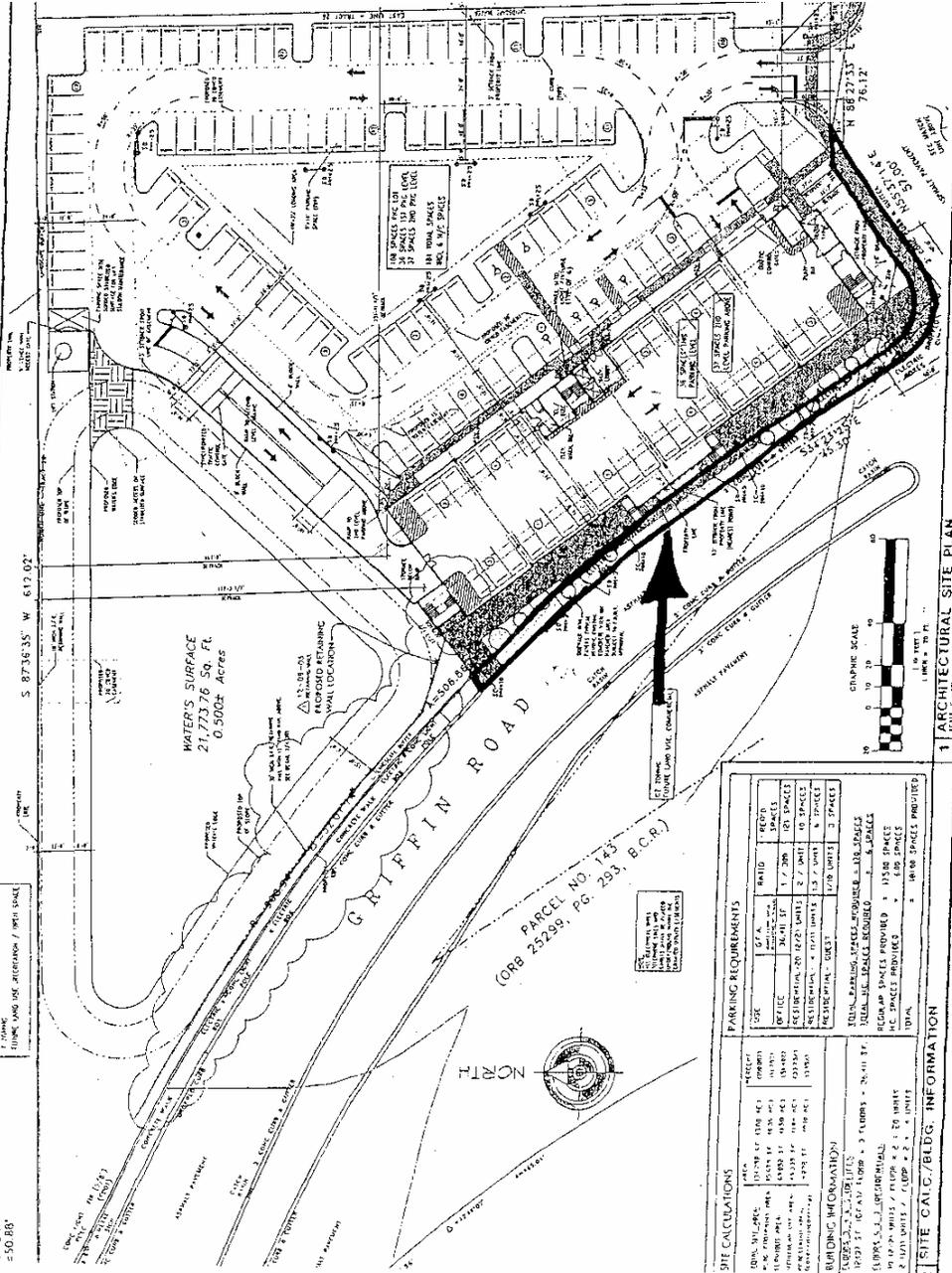
PROJECT: WITTER LANDMARK BUILDING
 LANDSCAPE DEVELOPMENT
 PHASE 1: CONCEPT
 SHEET: LANDSCAPE PLANTING PLAN



EXHIBIT "B"
 (page 2 of 3)

312.51'
= 50.85'

1' = 100'
1" = 100'



PARCEL NO. 143
(ORB 25299, Pg. 293, B.C.R.)

SITE CALCULATIONS		PARKING REQUIREMENTS	
TYPE	AREA (SQ. FT.)	TYPE	REQUIREMENTS
RESIDENTIAL	10,000	TYPE 1	1 SPACE PER UNIT
COMMERCIAL	5,000	TYPE 2	2 SPACES PER 1,000 SQ. FT.
OFFICE	15,000	TYPE 3	1 SPACE PER 1,000 SQ. FT.
INDUSTRIAL	20,000	TYPE 4	1 SPACE PER 1,000 SQ. FT.
TOTAL	50,000	TOTAL	1,000 SPACES

BUILDING INFORMATION	
NUMBER OF BUILDINGS	3
TOTAL FLOOR AREA (S.F.)	50,000
TOTAL VOLUME (CUBIC FEET)	150,000
AVERAGE FLOOR AREA (S.F.)	16,667
AVERAGE FLOOR HEIGHT (FEET)	9.0
AVERAGE FLOOR AREA PER UNIT (S.F.)	16,667
AVERAGE FLOOR HEIGHT PER UNIT (FEET)	9.0
AVERAGE FLOOR AREA PER UNIT (S.F.)	16,667
AVERAGE FLOOR HEIGHT PER UNIT (FEET)	9.0

EXHIBIT "B"
(page 3 of 3)

SECTION NO.: 816015000
REFERENCE NO: N/A
COUNTY: BROWARD
S.R. NO.: 818

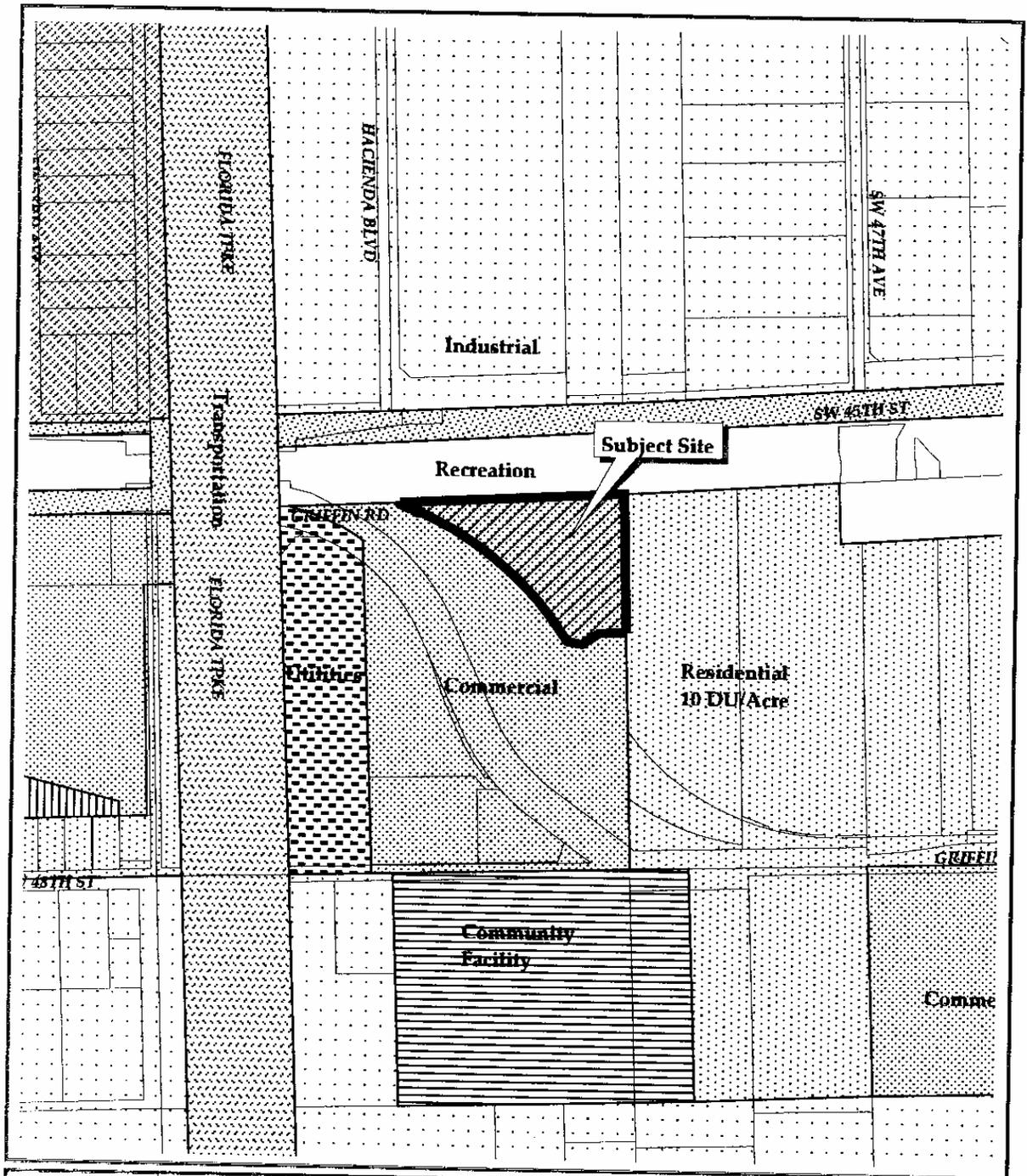
EXHIBIT C

MAINTENANCE PLAN

This Exhibit forms an integral part of the DISTRICT FOUR (4) HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the **OWNER**.

Maintenance to be performed per Florida Department of Transportation's maintenance guidelines.

Attachment (*Future Land Use Plan Map*)



The Town of Davie
 Development Services Department
 Planning & Zoning Division



Type of Map:
Future Land Use Plan Map



Attachment (*Zoning and Aerial Map*)



The Town of Davie
 Development Services Department
 Planning & Zoning Division

Type of Map:

Aerial, Zoning, and Subject Site Map



Scale:



