RESOLUTION NO.	
----------------	--

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE A LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT ("MMOA") BETWEEN THE CITY OF MIAMI BEACH ("CITY") AND SUKKAH MIAMI BEACH ACQUISITIONS LLC. A DELAWARE LIMITED LIABILITY COMPANY ("OWNER"), TO DESIGN, CONSTRUCT. AND INSTALL LANDSCAPING AND ASSOCIATED IMPROVEMENTS ("IMPROVEMENTS") ON THE PROPERTY AND IN CERTAIN PORTIONS OF THE PUBLIC RIGHT-OF-WAY ABUTTING THE PROPERTY, LOCATED AT 4000 COLLINS AVENUE ("PROPERTY"); AND **FURTHER AUTHORIZING** THE CITY MANAGER TO EXECUTE A DECLARATION OF RESTRICTIVE COVENANTS TO TRANSFER **RESPONSIBILITY OF** THE LANDSCAPING **IMPROVEMENTS** MAINTENANCE COSTS ASSOCIATED WITH THE MMOA TO THE OWNER. IN CONNECTION WITH THE REDEVELOPMENT OF THE PROPERTY AS A HOTEL DEVELOPMENT.

WHEREAS, the applicant, Sukkah Miami Beach Acquisitions LLC, a Delaware Limited Liability Company, is the owner of the property located at 4000 Collins Avenue, as identified by Miami-Dade County Folio No. 02-3226-001-1930 (the "Continental Hotel"); and

WHEREAS, the owner has obtained certain development approvals from the City in connection with the redevelopment of the property as a hotel development; and

WHEREAS, the City of Miami Beach under Historical Preservation Board File No. HPB17-0097, requested that the proposed development at the Continental Hotel install landscaping in the public right-of-way as part of the enhancements; and

WHEREAS, the City requires that the owner design, construct, and install landscaping and associated improvements on the Property and in certain portions of the public right-of-way abutting the property, substantially in accordance with the Hardscape Plan, Planting Plan, Plant List and Specifications, Irrigation Plan, Irrigation Specifications, and Lighting Plan reviewed and approved by the City; and

WHEREAS, the owner has applied to the City for permission to install the Improvements within the Right-of-Way Area, according to the Plan; and

WHEREAS, the Florida Department of Transportation ("FDOT") has jurisdiction over State Road (SR) 112 West 41st Street, from Indian Creek Drive to Collins Avenue, which is located within the limits: and

WHEREAS, pursuant to this request, FDOT has approved the development's request for work within 41st Street right-of-way; and

WHEREAS, FDOT allows private development to install minimal landscaping along urban corridors as part of a private development project, as long as the municipality involved agrees to execute a Landscape Maintenance Memorandum of Agreement ("MMOA) with FDOT, accepting full maintenance responsibility over the landscaped area, and Miami Beach has executed several similar agreements in the past where minimum landscaping was installed, a copy of the MMOA is attached hereto as Exhibit "1"; and

WHEREAS, the City, in approving the enhanced right-of-way landscaping and sidewalk features and the MMOA, required the Owner to execute a declaration of restrictive covenants (the "Declaration") to require the Owner to take over the obligations and maintenance responsibilities established in the MMOA and reimburse the City of any costs incurred pursuant to the MMOA, a copy of the MMOA is attached hereto as Exhibit "2"; and

WHEREAS, the Administration recommends the Mayor and City Commission approve the MMOA.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, hereby that the Mayor and City Commission hereby approve and authorize the Mayor and the City Clerk to execute a Landscape Maintenance Memorandum of Agreement ("MMOA") between the City of Miami Beach ("City") and Sukkah Miami Beach Acquisitions LLC, a Delaware limited liability company ("Owner"), to design, construct, and install landscaping and associated improvements ("Improvements") on the property and in certain portions of the public right-of-way abutting the property, located at 4000 Collins Avenue ("Property"); and further authorizing the City Manager execute a declaration of restrictive covenants tat shall transfers responsibility of the landscaping improvements and maintenance costs associated with the MMOA to the owner, in connection with the redevelopment of the property as a hotel development.

PASSED and ADOPTED this	day of, 2020.	
	DAN GELBER, MAYOR	
ATTEST:		
	APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION	
RAFAEL E. GRANADO, CITY CLERK	NO For 20 9-14.	-20
	City Attorney Date	

FLORIDA DEPARTMENT OF TRANSPORTATION LANDSCAPE AND BONDED AGGREGATE SURFACES MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE

CITY OF MIAMI BEACH

This AGREEMENT, entered into on ______, 20___, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the DEPARTMENT, and the CITY OF MIAMI BEACH, a municipal corporation of the State of Florida, hereinafter called the CITY, and collectively referred to as the PARTIES.

RECITALS:

- A. The **DEPARTMENT** has jurisdiction over **State Road (SR) 112** (**West 41**st **Street**) from Indian Creek Drive to Collins Avenue, which is located within the limits of the **CITY**; and
- B. The CITY, pursuant to Permit Number 2020-L-691-00005, has drafted design plans for beautification improvements along SR-112 (West 41st Street) from Indian Creek Drive to Collins Avenue, the limits of which are described in the attached Exhibit 'A' (the PROJECT LIMITS), which by reference shall become a part of this AGREEMENT; and
- C. The CITY will install landscape and bonded aggregate surfaces along SR-112 within the PROJECT LIMITS, in accordance with the design plans for Permit Number # 2020-L-691-00005 (the "Project"); and
- D. The **PARTIES** to this **AGREEMENT** mutually recognize the need for entering into an agreement designating and setting forth the responsibilities of each party with regards to the maintenance of the landscape and bonded aggregate surfaces installed pursuant to the Project; and
- E. The CITY, by Resolution No._____, dated _____, attached hereto as Exhibit 'B', which by reference shall become a part of this AGREEMENT, desires to enter into this AGREEMENT and authorizes its officers to do so.

NOW, THEREFORE, for and in consideration of the mutual benefits contained herein and other good and valuable consideration, the **PARTIES** covenant and agree as follows:

Maintenance Memorandum of Agreement between Florida Department of Transportation and City of Miami Beach
Page 1 of 14

1. RECITALS

The recitals in this **AGREEMENT** are true and correct, and are incorporated herein by reference and made a part hereof.

2. ASSIGNMENT OF MAINTENANCE RESPONSIBILITIES

The **PARTIES** agree that the execution of this **AGREEMENT** shall constitute an assignment of all maintenance responsibilities pertaining to the landscape and bonded aggregate surfaces (collectively the "IMPROVEMENTS") within the **PROJECT LIMITS** to the **CITY** upon the **DEPARTMENT's** issuance of the executed Permit to the **CITY**.

3. CITY'S MAINTENANCE RESPONSIBILITIES

So long as the IMPROVEMENTS remain in place, the CITY shall be responsible for the maintenance of the same. The CITY shall maintain the IMPROVEMENTS in accordance with all applicable DEPARTMENT guidelines, standards, and procedures, which shall include but shall not be limited to the Maintenance Rating Program Handbook, as may be amended from time to time. Additionally, with respect to the landscape, the CITY shall maintain same in accordance with the International Society of Arboriculture standards, guidelines and procedures, the latest edition of the "Maintenance Rating Program", and Index 546 of the latest **DEPARTMENT** Design Standards, as may be amended from time to time. The CITY shall further maintain the IMPROVEMENTS in accordance with the standards set forth in the Project Plans, and in the Project Specifications and Special Provisions. The CITY's maintenance obligations shall include but not be limited to:

3.1 General Requirements:

- a. Removing and disposing of litter from **PROJECT LIMITS** in accordance with all applicable government rules, regulations, policies, procedures, guidelines, and manuals, as amended from time to time.
- b. Removing and disposing of all trimmings, roots, branches, litter, and any other debris resulting from the activities described by 3.2 through 3.3.

- c. Maintaining a service log of all maintenance operations that sets forth the date of the maintenance activity, the location that was maintained, and the work that was performed.
- d. Submitting Lane Closure Requests to the **DEPARTMENT** when maintenance activities will require the closure of a traffic lane in the **DEPARTMENT's** right-of-way. Lane closure requests shall be submitted through the District Six Lane Closure Information System, to the **DEPARTMENT's** area Permit Manager and in accordance with the District Six Lane Closure Policy, as may be amended from time to time.

3.2 Landscape and all associated improvements:

- a. Mowing, cutting and/or trimming and edging the grass and turf within the **PROJECT LIMITS**.
- b. Pruning all plant materials, which include trees, shrubs and ground covers, and parts thereof, including all material from private property encroaching into the **DEPARTMENT'S** Right-of-Way.
- c. All pruning and trimming will follow the Maintenance Rating Program Handbook which specifically requires no encroachment of trees, tree limbs or vegetation in or over travel way (or clear zone) lower than 14.5 feet, or lower than 10 feet over sidewalks.
- d. Removing and properly disposing of dead, diseased or otherwise deteriorated plants in their entirety, and replacing those that fall below the standards set forth in the Project Plans and in the Project Specifications, incorporated herein by reference, and all applicable DEPARTMENT guidelines, standards and procedures, as may be amended from time to time. All replacement materials shall be in accordance with the Project Plans and the Project Specifications and Special Provisions.
- e. Mulching all plant beds and tree rings.
- f. Removing and disposing of all undesirable vegetation including but not limited to weeding of plant beds and removal of invasive exotic plant materials.

- g. Watering and fertilizing all plants as needed to maintain the plant materials in a healthy and vigorous growing condition.
- h. Repairing irrigation systems and associated components as needed. Paying for all water use and all costs associated therewith.
- i. Repairing decorative lighting systems as needed. Paying for all electricity and all costs associated therewith.
- j. Removing and disposing of litter from roadside and median strips in accordance with all applicable government rules, regulations, policies, procedures, guidelines, and manuals, as amended from time to time.
- k. Repairing all sidewalks damaged by landscaping found inside and outside the **DEPARTMENT's** Right-of-Way.
- 1. Removing and disposing of all trimmings, roots, branches, litter, and any other debris resulting from the activities described by 3.A through 3.K.

3.3 Bonded Aggregate Surfaces:

- a. Performing routine and regular inspections of the bonded aggregate surfaces to ensure that the surface is fully functional; identifying damage and/or malfunctions in the surfaces; and repairing and/or replacing damaged bonded aggregate surfaces to ensure surfaces are maintained in accordance with all applicable DEPARTMENT guidelines, standards, and all applicable American with Disabilities Act (ADA) requirements, as amended from time to time.
- b. The CITY shall conduct annual condition surveys of the bonded aggregate surfaces for gaps, settlement, drop-offs and other deficiencies described in this AGREEMENT for the life of the boned aggregate. Ensure and document in this survey that the surface friction of the bonded aggregate surface meets or exceeds the surface friction of the existing concrete sidewalk areas.

- c. Gaps within the bonded aggregate surfaces shall not exceed a quarter (1/4) of an inch. Gaps at the interface (perimeter) between the bonded aggregate surfaces and the adjacent concrete sidewalk(s) shall not exceed a quarter (1/4) of an inch. This requirement also applies to adjacent areas of existing concrete sidewalk(s) that have been impacted by the trees planted within the bonded aggregate surfaces.
- d. Differential settlement within the bonded aggregate surfaces shall not exceed a quarter (1/4) of an inch in depth. Differential settlement at the interface (perimeter) between the bonded aggregate surfaces and the adjacent concrete sidewalk(s) shall not exceed a quarter (1/4) of an inch in depth. This requirement also applies to adjacent areas of existing concrete sidewalk(s) that have been impacted by the trees planted within the bonded aggregate surfaces.
- e. When remedial action is required in accordance with the above requirements, the **CITY** at its own expense shall complete all necessary repairs within ninety (90) days of the date the deficiency is identified.

The CITY shall submit all services logs, inspections and surveys to the **DEPARTMENT** Warranty Coordinator as required in the above maintenance responsibilities.

The **DEPARTMENT** may, at its sole discretion, perform periodic inspection of the **IMPROVEMENTS** to ensure that the **CITY** is performing its duties pursuant to this **AGREEMENT**. The Department shall share with the **CITY** its inspection findings, and may use those findings as the basis of its decisions regarding maintenance deficiencies, as set forth in Section 4 of this **AGREEMENT**. The **CITY** is responsible for obtaining copies of all applicable rules, regulations, policies, procedures, guidelines, and manuals, and the Project Specification and Special Provisions, as may be amended from time to time.

4. MAINTENANCE DEFICIENCIES

If at any time it shall come to the attention of the **DEPARTMENT** that the **CITY's** responsibilities as established

herein are not being properly accomplished pursuant to the terms of this AGREEMENT, the DEPARTMENT may, at its option, issue a written notice, in care of the CITY MANAGER, to notify the CITY of the maintenance deficiencies. From the date of receipt of the notice, the CITY shall have a period of thirty (30) calendar days, within which to correct the cited deficiency or deficiencies. Receipt is determined in accordance with Section 5 of this AGREEMENT.

If said deficiencies are not corrected within this time period, the **DEPARTMENT** may, at its option, proceed as follows:

- a. Maintain the **IMPROVEMENTS**, or a part thereof and invoice the **CITY** for expenses incurred; or
- b. Terminate this **AGREEMENT** in accordance with Section 7, remove any or all of the **IMPROVEMENTS** located within the **PROJECT LIMITS**, and charge the **CITY** the reasonable cost of such removal.

5. NOTICES

All notices, requests, demands, consents, approvals, and other communication which are required to be served or given hereunder, shall be in writing and shall be sent by certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

To the DEPARTMENT: Florida Department of Transportation

1000 Northwest 111 Avenue, Room 6205

Miami, Florida 33172-5800

Attn: District Maintenance Engineer

To the CITY: City of Miami Beach

1700 Convention Drive

Miami Beach, Florida 33139 Attention: City Manager

Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided.

6. REMOVAL, RELOCATION OR ADJUSTMENT OF THE IMPROVEMENTS

- a. The PARTIES agree that the IMPROVEMENTS addressed by this AGREEMENT may be removed, relocated or adjusted at any time in the future, at the DEPARTMENT's sole discretion. In the event that the DEPARTMENT relocates or adjusts the IMPROVEMENTS, the CITY's maintenance responsibilities will survive the relocation or adjustment, as long as the materials remain within the PROJECT LIMITS.
- b. In the event that the **DEPARTMENT** is required to replace the sidewalk at any time as part of maintenance activities, a roadway project, or related construction activities, the **DEPARTMENT** shall replace the same as a concrete type sidewalk, and the **CITY's** maintenance obligations under this **AGREEMENT** shall terminate. However, the **CITY** may, with the approval of the **DEPARTMENT**, upgrade the sidewalk type at its sole cost and expense with the understanding that the **CITY** shall assume all maintenance obligations for the upgraded sidewalk, and enter into a new maintenance agreement.

7. TERMINATION

In addition to the provisions of Section 6(b) hereunder, this **AGREEMENT** is subject to termination under any one of the following conditions:

- a. By the **DEPARTMENT**, if the **CITY** fails to perform its duties under Section 3 of this **AGREEMENT**, following the thirty (30) days written notice, as specified in Section 4 of this **AGREEMENT**.
- b. In accordance with Section 287.058(1)(c), Florida Statutes, the **DEPARTMENT** shall reserve the right to unilaterally cancel this **AGREEMENT** if the **CITY** refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the **CITY** pertinent to this **AGREEMENT** unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), of the Florida Statutes.

- c. If mutually agreed to by both parties, upon thirty (30) days written advance notice. An agreement to terminate shall be valid only if made in writing and executed with the same formalities as this **AGREEMENT**.
- d. By the **CITY**, upon thirty (30) days advance written notice to the **DEPARTMENT**.

Prior to termination of the AGREEMENT under this Section, the CITY shall, at its sole cost and expense, remove all the IMPROVEMENTS and restore the area to a standard concrete sidewalk, in accordance with the DEPARTMENT'S guidelines, standards, and procedures, and to the satisfaction of the DEPARTMENT, and shall further any remaining IMPROVEMENTS, and restore the area to the same or similar condition as existed prior to the installment of the IMPROVEMENTS, in accordance with the DEPARTMENT'S guidelines, standards, and procedures, and to the satisfaction of the DEPARTMENT.

8. TERMS

a. The effective date of this **AGREEMENT** shall commence upon execution by the **PARTIES** and shall continue so long as the **IMPROVEMENTS** remain in place until termination as set forth in Section 7.

b. E-Verify

The CITY shall:

- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
- Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. (Executive Order Number 2011-02)

The CITY shall insert the above clause into any contract entered into by the CITY with vendors or contractors

- hired by the CITY for purposes of performing its duties under this AGREEMENT.
- c. 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.
- d. This **AGREEMENT** shall not be transferred or assigned, in whole or in part, without the prior written consent of the **DEPARTMENT**.
- e. This **AGREEMENT** shall be governed by and constructed in accordance with the laws of the State of Florida. Any provisions of this **AGREEMENT** found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions of the **AGREEMENT**.
- f. Venue for any and all actions arising out of or in connection to the interpretation, validity, performance or breach of this AGREEMENT shall lie exclusively in a state court of proper jurisdiction in Leon County, Florida.
- g. A modification or waiver of any of the provisions of this AGREEMENT shall be effective only if made in writing and executed with the same formality as this AGREEMENT.
- i. The section headings contained in this AGREEMENT are for reference purposes only and shall not affect the meaning or interpretation hereof.
- j. No term or provision of this **AGREEMENT** shall be interpreted for or against either Party because the Party or its legal representative drafted the provision.
- k. The **DEPARTMENT** is a state agency, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this **AGREEMENT** shall be deemed or otherwise interpreted as waiving the **DEPARTMENT's** sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

9. INDEMNIFICATION

Subject to Section 768.28, Florida Statutes, as may be amended from time to time, the CITY shall promptly indemnify, defend, save and hold harmless the DEPARTMENT, its officers, agents, representatives and employees from any and all expenses, fines, fees, taxes, losses, assessments, penalties, costs, damages, judgments, claims, demands, liabilities, attorneys fees, (including regulatory and appellate fees), and suits of any nature or kind whatsoever caused by, arising out of, or related to the CITY's exercise or attempted exercise of its responsibilities as set out in this AGREEMENT, including but not limited to, any act, action, neglect or omission by the CITY, its officers, agents, employees or representatives in any way pertaining to this AGREEMENT, whether direct or indirect, except that neither the CITY nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the negligence of the DEPARTMENT.

The CITY's obligation to indemnify, defend and pay for the defense of the DEPARTMENT, or at the DEPARTMENT's option, to participate and associate with the DEPARTMENT in the defense and trial of any claim and any related settlement negotiations, shall be triggered immediately upon the CITY's of the **DEPARTMENT's** notice of receipt claim indemnification. The notice of claim for indemnification shall be deemed received if the **DEPARTMENT** sends the notice in accordance with the formal notice mailing requirements set forth in Section 5 of this AGREEMENT. The DEPARTMENT's failure to notify the CITY of a claim shall not release the CITY of the above duty to defend and indemnify the DEPARTMENT.

The CITY shall pay all costs and reasonable attorney's fees related to this obligation and its enforcement by the DEPARTMENT. The indemnification provisions of this section shall survive termination or expiration of this AGREEMENT, but only with respect to those claims that arose from acts or circumstances which occurred prior to termination or expiration of this AGREEMENT.

The CITY's evaluation of liability or its inability to evaluate liability shall not excuse the CITY's duty to defend

and indemnify the **DEPARTMENT** under the provisions of this section. Only an adjudication or judgment, after the highest appeal is exhausted, specifically finding the **DEPARTMENT** was solely negligent shall excuse performance of this provision by the **CITY**.

CITY OF MIAMI BEACH:

BY:

CITY Manager

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION:

BY:

CITY Manager

District Director of
Transportation Operations

ATTEST:

CITY Clerk

LEGAL REVIEW:

BY:

CITY Attorney

District Chief Counsel

IN WITNESS WHEREOF, the parties hereto have caused these

presents to be executed the day and year first above written.

EXHIBIT 'A'

PROJECT LIMITS

Below are the limits of the **IMPROVEMENTS** to be maintained by the **CITY** under this **AGREEMENT**.

State Road Number: 112

Local Street Names: West 41st Street

Agreement Limits: Indian Creek Drive to Collins Avenue

County: Miami-Dade

EXHIBIT 'B'

CITY OF MIAMI BEACH RESOLUTION

To be herein incorporated once ratified by the ${\bf CITY}$ Board of Commissioners.

This instrument was prepared by:

Name: Michael W. Larkin, Esq.
Bercow Radell Fernandez
Larkin & Tapanes, PLLC

Address: 200 S. Biscayne Blvd., Suite 850
Miami, Florida 33131

DECLARATION OF RESTRICTIVE COVENANTS REGARDING IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY

KNOW ALL BY THESE PRESENTS that the undersigned SUKKAH MIAMI BEACH ACQUISITIONS LLC ("Owner") hereby makes, declares and imposes on the land herein described, covenants running with the title to the land, which shall be binding on Owner, its heirs, successors and assigns, personal representatives, mortgagees, lessees, and against all persons claiming by, through or under them (the "Declaration") and in favor of the City of Miami Beach, Florida, a municipality of the State of Florida ("City").

WHEREAS, Owner holds fee simple title to certain property located at 4000 Collins Avenue, City of Miami Beach Florida, identified by Miami-Dade County Folio No. 02-3226-001-1930, and more particularly described on <u>Exhibit "A"</u> attached ("Property");

WHEREAS, Owner has obtained certain development approvals ("Development Approvals") from the City in connection with the redevelopment of the Property as a hotel development;

WHEREAS, City requires that Owner design, construct, and install landscaping and associated improvements on the Property and in certain portions of the public right-of-way abutting the Property ("Improvements"), in accordance with the Hardscape Plan, Planting Plan, Plant List and Specifications, Irrigation Plan, Irrigation Specifications, and Lighting Plan reviewed and approved by the City and prepared by Charles H. Benson & Associates Architects, P.A. ("Plan") attached hereto as **Exhibit** "B";

WHEREAS, portions of the roads abutting the Property ("Right-of-Way Area") are subject to a Landscape, Irrigation and Bonded Aggregate Paving Maintenance Memorandum of Agreement with the City of Miami Beach dated __ day _______, 2020, and State of Florida Department of Transportation ("Agreement") attached hereto as Exhibit "C";

WHEREAS, Owner, has applied to the City for permission to install the Improvements within the Right-of-Way Area, according to the Plan, and Owner has

agreed to bear all costs related to the Agreement and the installation, maintenance, and repair of the Improvements; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, including consideration of the Development Approvals, Owner voluntarily covenants and agrees that the Property shall be subject to the following restrictions that are intended and shall be deemed to be covenants with the land and binding upon Owner of the Property and its successors in interest and assigns, as follows:

- 1. Recitals. The foregoing recitals and findings set forth in the preamble of this Declaration, together with all capitalized terms defined therein, are hereby adopted by reference thereto and incorporated herein as if fully set forth herein.
 - 2. Covenants Running with the Land. Owner covenants and agrees as follows:
 - a) To install and maintain the Improvements as depicted in Exhibit "B", at Owner's sole cost and expense;
 - b) To replace, restore and/or repair the Improvements, as depicted in Exhibit "B," at Owner's expense, in the event the City must issue an underground utility or right-of-way permit for work in the Right-of-Way Area;
 - c) To hereby grant to the City the right to remove, add, repair, maintain, and replace, or require that the Owner remove, add, repair, maintain, and replace, any of the Improvements within the Right-of-Way Area, at Owner's sole expense, in the event the City determines in its reasonable discretion that such action is required;
 - d) To add the City as additional named insured on the Certificates of Insurance for Commercial General Liability Insurance, including Products-Completed Operations and Contractual Liability, in an amount not less than \$1,000,000.00 combined single limit per occurrence, and \$2,000,000.00 in the aggregate, for bodily injury and property damage, and Workmen's Compensation as required by law;
 - e) In the event Owner fails to perform any work as required under this Declaration, City has the right to remove and repair the Improvements, and/or restore the area within the Right-of-Way Area where the Improvements are located, and charge Owner the direct and actual our of pocket costs associated with all such work. In the event that Owner fails to pay for the work performed by the City within forty-five (45) days of Owner's receipt of invoice, City may impose a lien against the Owner's Property, consistent with applicable law, and/or file a collection action in Circuit Court. If the City elects to impose a lien on Owner's

Property, City will provide prompt written notice to Owner's mortgagee, as shown in the Consent of Mortgage and Subordination of Mortgage attached hereto; and

- f) To be bound by all the City's responsibilities imposed under the Agreement for that portion of the Right-of-Way Area within which the Improvements are located, and to be bound by the City's ordinances and Land Development Regulations. Owner agrees that it shall remain responsible for all costs associated with the Agreement, including the installation, maintenance, and repair responsibilities for the Improvements, and to the extent required, reimburse the City for all the City's costs incurred pursuant to the Agreement.
- 3. <u>Term.</u> This voluntary Declaration shall remain in full force and effect and shall be binding upon the Owner of the Property, and Owner's successors in interest and assigns, for an initial period of thirty (30) years from the date this instrument is recorded in the public records, and shall be automatically extended for successive periods of ten (10) years, unless modified, amended or released prior to the expiration thereof.
- 4. <u>Modification</u>. This Declaration may be modified, amended or released as to any portion of the Property, by a written instrument executed by the then Owner of the fee-simple title to the land to be affected by such modification, amendment or release, providing that same has been approved by the City. In the event this instrument be so modified, amended or released, the City shall execute a written instrument in recordable form effectuating and acknowledging such modification, amendment or release.
- 5. Recording. This Declaration shall be recorded in the Public Records of Miami-Dade County, Florida at the cost of the Owner.
- 6. <u>Inspection</u>. It is understood and agreed that any official inspector of the City may have the right, upon reasonable prior written notice to Owner, at any time during normal working hours, to enter and investigate the use of the Property, to determine whether the conditions of this Declaration are being complied with.
- Indemnification. Owner, and its successors and assigns, hereby agree to indemnify, defend, release and hold harmless the City, its officers, and employees from and against all claims, demands, actions, damages, losses, costs, liabilities, expenses, and judgments of any nature (including, without limitation, attorneys' fees and costs), through all trial and appellate levels, recovered from or asserted against the City that may arise by virtue of, or in connection with, the Improvements, the installation or maintenance of the Improvements, the Agreement, or otherwise by virtue of the City permitting the Owner to install and maintain the Improvements, including the costs of any suits, attorney's fees, and other expenses in connection therewith, including trial and appeals therefrom, except not including for City's willful misconduct or gross negligence. Nothing in this Declaration shall be construed to increase or otherwise waive any limits of liability or immunity afforded to the City under the laws of the State of Florida, including, without

limitation, the limitations of liability and immunities set forth in Section 768.28 of the Florida Statutes.

- 8. Obligation. Owner acknowledges that the City shall have no financial and/or other obligation and/or liability for the maintenance of the Improvements (including, without limitation, any liability for improper or inadequate maintenance by Owner); these are the sole obligations of Owner to maintain. Additionally, it is the intent of the parties hereto that no third party beneficiary rights are created or acknowledged through this Declaration
- 9. <u>Notice</u>. All notices, demands, requests, or other communications which may be or are required to be given, served, or sent by Owner or the City pursuant to this Declaration shall be in writing and addressed as follows:

If to Owner: SUKKAH MIAMI BEACH ACQUISITIONS LLC

CORPORATE CREATIONS NETWORK INC.

801 US HIGHWAY 1

NORTH PALM BEACH, FL 33408

With copies to: Bercow, Radell Fernandez Larkin &

Tapanes, PLLC

Attn: Michael W. Larkin, Esq.

200 S. Biscayne Boulevard, Suite 850

Miami, Florida 33131

If to the City: City of Miami Beach

Attn: City Manager

1700 Convention Center Drive, 4th Floor

Miami Beach, Florida 33139

With copies to: City of Miami Beach

Attn: Public Works Director

1700 Convention Center Drive, 4th Floor

Miami Beach, Florida 33139

Each Party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served or sent.

- 10. <u>Headings</u>. The section headings of this Declaration are for convenience of reference only and do not form a part of this Declaration and do not in any way modify, interpret, or otherwise affect the intentions of the Parties.
- 11. <u>Governing Law</u>. This Declaration shall be governed by, and constructed in accordance with, the laws of the State of Florida without regard to its conflicts of law principles.

- 12. <u>Execution</u>. This Declaration may be executed and delivered in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed one and the same instrument.
- 13. <u>Severability</u>. If any one or more of the provisions of this Declaration shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of the other provisions of this Declaration, which shall remain in full force and effect and any court of competent jurisdiction may so modify the objectionable provision as to make it valid, reasonable, and enforceable.

14. Miscellaneous.

- a) Effectiveness. This Declaration shall become effective as of and only as of its execution and delivery by each of Owner and City.
- b) This Declaration shall be recorded in the Public Records of Miami-Dade County, Florida, at the cost of Owner.
- c) Complete Understanding. This Declaration represents the complete understanding between Owner and City as to the subject matter hereof, and supersedes all prior negotiations, representation, guarantees, warranties, promises, statements, or agreements, either written or oral, between Owner and City.
- d) Amendment. This Declaration may be amended by and only by an instrument executed and delivered by each of Owner and City.
- e) Waiver. Neither owner or City shall be deemed to have waived any right which they hold hereunder unless the waiver is made expressly and in writing (and, without limiting the generality of the foregoing, no delay or omission by either Owner or City in exercising any such right shall be deemed a waiver of its future exercise). No waiver shall be deemed a waiver as to any other instance or any other right.
- f) Construction. As used herein, (a) the term "person" means a natural person, a trustee, a corporation, a partnership, and any other form of legal entity; and (b) all reference made (i) in the neuter, masculine, or feminine gender shall be deemed to have been made in all genders, (ii) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well, and (iii) to any Section, subsection, paragraph, or subparagraph shall, unless therein expressly indicated to the contrary, be deemed to have been made to such Section, subsection, paragraph, or subparagraph of this Declaration.

- g) Binding Effect. Except as otherwise provided in this Declaration, this Declaration shall be binding upon, inure to the benefit of and be enforceable by the Parties hereto and their heirs, executors, administrators, successors, legal representations and permitted assigns.
- h) This Declaration shall be enforceable in Miami-Dade County, Florida. This Declaration shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Declaration shall be Miami Dade County, Florida. BY ENTERING INTO THIS DECLARATION, THE OWNER AND THE CITY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS DECLARATION.
- i) Enforcement Costs. If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Declaration, or because of an alleged dispute, breach, default or misrepresentation in connection with an provision of this Declaration, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorneys' fees, court costs, sales and use taxes and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that proceeding, in addition to any relief to which such Party or Parties may be entitled. Attorneys' fees shall including, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party (including any fees and costs associated with collecting such amounts).

[EXECUTION PAGE(S) FOLLOW]

IN WITNESS WHEREOF, each party has caused this Declaration to be properly executed as of the date identified below its signature.

City Attorney City of Miami Beach	$\frac{9-14-20}{\text{Date}}$
City Public Works Director City of Miami Beach	Date
Witnesses:	SUKKAH MIAMI BEACH ACQUISITIONS LLC.
Name: Tabb Benson	a Delaware limited liability company
inv	By:
Name: Byon Sugel	Todd Rosenway, Authorized Signat Name. Title
STATE OF FL COUNTY OF Jam Beach	4
BEFORE ME, a Notary Public in and for was acknowledged by means of physical proof 2020 by 1.00 Resource BEACH ACQUISITIONS LLC. a Delaware lire who is personally known to me or produced to the proof the personal proof the	he executed same as a free and voluntary act and
(Print Name) My Commission Expires: Mar 9, 2024 Serial No., if any:	PLIZABETH LEE ROBERTSON Notary Public - State of Florida Commission # GC 966881 My Comm. Expires Mar 9, 2024 Bonded through National Notary Assn.

JOINDER BY MORTGAGEE CORPORATION

The undersigned **IBERIABANK**, a Louisiana state-charted bank, having its principle place of business at 1315 West Indiantown Road, Jupiter, Florida, and Mortgagee under that certain mortgage from **SUKKAH MIAMI BEACH ACQUISITIONS LLC**, a Delaware limited liability company dated the 7th day of September, 2018, and recorded in Official Records Book 31140, Page 4030 of the Public Records of Miami-Dade County, Florida, as amended by the SECOND MODIFICATION AND CONFIRMATION OF MORTGAGE, NOTE AND LOAN DOCUMENTS AND NOTICE OF FUTURE ADVANCE AGREEMENT, dated the 20th day of December, 2019, and recorded in Official Records Book 31742, Page 3410, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing DECLARATION OF RESTRICTIVE COVENANTS REGARDING IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY ("Declaration"), does hereby acknowledge that the terms of this Declaration is and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 6th day of Cucyst , 2020. Witnesses: **IBERIABANK** Name of Corporation Address: 1315 West Indiantown Road Jupiter, Florida 33458 Signature Lloyd Print Name Print Name: J. Scott McClanoglan STATE OF Florida COUNTY OF Palm Beach The foregoing instrument was acknowledged before me by means of __physical presence this 6th day notarization of august, online of IBERIABANK, a Louisiana stateby J Scott Mcclenechen as EVP charted bank, on behalf of such company, who is personally know to me or as identification. produced Notary Stamp: Aida L. Rodriguez NOTARY PUBLIC - STATE OF FLORIDA MY COMMISSION EXPIRES MARCH 10, 2023 COMMISSION NO. GG 291725 My Commission Expires: March 10.2023 Serial No., if any: GG 291725

Exhibit "A"

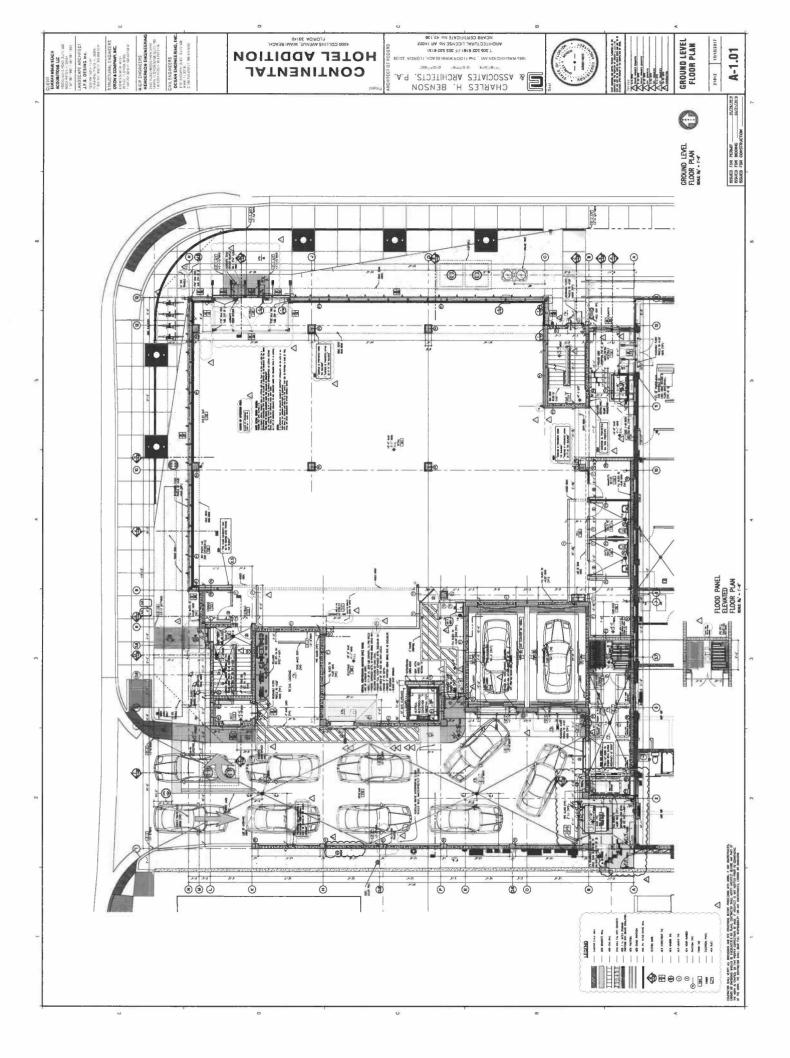
Property

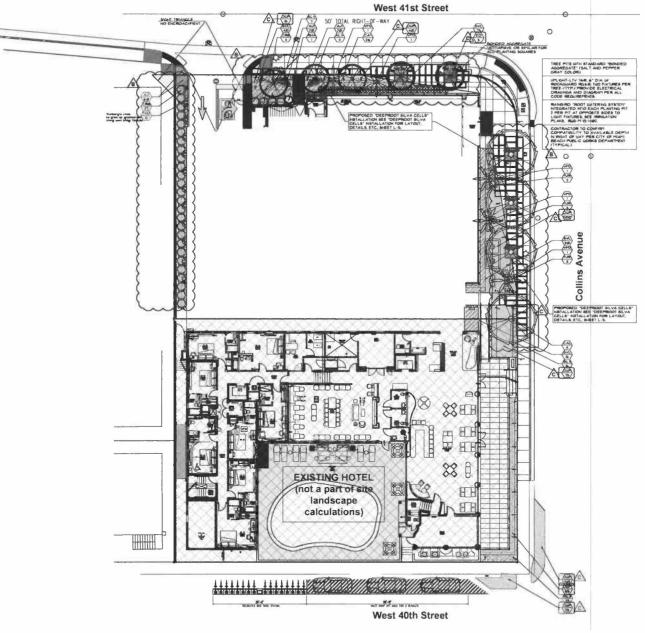
LEGAL DESCRIPTION

Lots 10 thru 15 inclusive, Block 34, LESS a part of lot 13 at the Northeasterly corner thereof, bounded by tangents to an arc of a circular curve having a central angle of 90'00'00", a radius of 20.00 feet, said excepted part of lot 13 recorded in Deed Book 2723, at Page 294, MIAMI—DADE COUNTY, FLORIDA, all shown on the AMENDED MAP OF THE OCEAN FRONT PROPERTY OF THE MIAMI BEACH IMPROVEMENT CO, Plat Book 5, at Page 8, of the Public Records of Miami—Dade County, Florida.

Exhibit "B"

Plan







LANDSCAPE CODE TREE MITIGATION DEFICIT:
12 TREE SHORTHALL (4 STREET TREE - 6 LOT TREES)
TO DE MITIGATION AS PAYMENT TO THE CITY OF MIGHT BEACH TREE
TRUST FIAD.
450,000 (AT 12500 FER TREE)

			TREE	MITIGATION PLANTL	101	
STM	NATIVE		NAME	BOTANICAL NAME	BPECFICATION	
161	TIGATIO	N DE	FIGIT FOR LANDS	CAPE CODE DEFICIT: 12 TREES		
\$1	REETTE	RES	4 (REQUIRED 13,	, PROVIDED 9)		\$ 10,000.0
LC	T TREE:	S, I (REQUIRED I, PRO	IVIDEO 0)		\$ 20,000.0
St	BTOTAL	2:1	ANDSCAPE CODE	MITIGATION DEFICIT: \$30,000 (12 TREE	S X 82,500)	\$ 30,000.0
70	TAL:	_				\$ 30,000 D
24	YMENT	TO B	E MADE TO THE C	CITY OF MIAMI BEACH TREE TRUST FUR	ND OF	

		P	LANTLIST	
BYPL P	MATINE *	NAME	BOTANICAL NAME	8PECFICATION
PRC	POSED TRI	ES		
GAL.	-	DRAZU DE AUCYLEAE	CANODA BRANDODA	
ED	5	JAPANESE BLIEDERRY	Elementa deciptore	STD, B" HT, P" CAL GECASER THEE FARM
ALD ALD	H S	MONTOCHERY PAUM	Vetichia naviganeryana	DBL TK, RG, W' oa, full he
	UBS	7-0-1-0-0-1-0-1-0-1-0-1-0-1-0-1-0-1-0-1-	Tanam nanga-agas	prog. The, rise, W. Olar, You has
CRb '	coccocc rep 31	SMALL-LEAVED GLUSIA	Chale guttifers	00000000000000000000000000000000000000
DUP	460	DILATE PITTOSPORAM	Pitiosperie L. 'Sheeters Deart'	3 gal, W + 6", Was, 1/6
ALV	ENIPLANI	S AND GROUNDCOVERS	Ancimal spp.	5' pot 17' ps. GRANTS FARE
GAT		GAT PALMA	Sheroksterne sekeraskene	Last Min Mil Miles
BL3	96	BLUEBERRY PLAK LILT	Diamella teamenica	3 get 0" = 16", 16" oc. 1/11
FOR	CCCOONING !	GIANT PALIE ANAVE	Furcios foetide	Sign Canada And Apple Dear
RINA		LADT PALM	Rhapie muzalea	B'oa, FTG, on accimated
avs.	100	SAMEYERA SAMENIN	Boroaviaria trifaeciasa	3 gal, 16" s 12", 16" as. full
THU	12	BLUE BKY THANBERSIA	Trumpergia granditiona	3 gal, 24" x 10", full, 2 locator
All	1040	ABIATIC JABHINE	Trasmolospomus aslesious	e I gal, D° o.c.
TOPS	DIL #	TOPSOIL-BAND Hot	Se Se TOPSOLISAD N	X SPREAD IN PLACE
101,0	30 CY	THEES, PALPS, SHIRASS		
MULC	HING.			
	B GY V	THE BARC PLICH	3" DEPTH, SPREAD IN PL	AGE, ATLAN PEAT AND BOIL
			PROVIDE SAPPLE FOR A	APPROVAL PRIOR TO HISTALLATION
		TOPSOL, 300 AND	PLLCH GUNTITIES SHOWN A	RE APPROXIMATE, CONTRACTOR





JES DESIGN INC

CHOIL DHAL ENGINEE

M/E/P ENGINEERS
HENDERSON ENGINEERING
3550 BUSCHMOOD ANK DRVF
1ANAN FLORIDA 35168 BUST 192
18/27/27/2014 6/37/251/M CIVIL ENGINEERS
OCEAN ENGINEERING, INC.
87018 SCANN I BY BUT TOB
VAY 1 30187
C 108 7345037 7 784 475 8250

CONTINENTAL
HOTEL ADDITION
CONTINUES ARRIGE, ANIVERSITY
CONTINUES ANIVE SALVE, SALVE, FLORIGA ANIVE SALVE, SALVE,

ARCHITECT OF RECORD P.A.

H. BENSON ARCHITECTS, P

CHARLES I

U

LEVEL 1 LANDSCAPE PLAN

21612 10/10/2017 L-1

CHARLES H. BENSON ASSOCIATES ARCHITECTS, Interiors

1. THE PLANT LINE IS WITHOUTD DALY AS AN AID TO BEDDING ANY DESCRIPTIONS OF THE PLANT AND PLANT IN COUNTRING OF THE PLANT SHOWN PLANT IN THE PLANT SHOWN PLANT Existed INTRAFLED SYSTEM / PAPELICABLES SHALL BE RETROTTED
 COPPLY STATEMED ABOVE. I AMERICATION SHALL INTENCED FOR A UNBACCACCECCULAR AND INTENCENCIAL AND INTENCED FOR A UNBACCACCECULAR AND INTENCED FOR A UNBACCACCECULAR AND INTENCENCIAL AND INTENCENCIAL AND INTENCENCIAL AND INTENCENCIAL AND INTENCENCIAL AND INTENCENCIAL AND INTENCE AND I

A. CONTRACTOR SALL PROVIDE A SATTR TRUCK DURKE PLATES TO SALM PROPER SATERIO, IN DURKE NESTLATOR AND SALL RESERVE OR CONTRACT SATERIO SALL PAGE ACCEPTANCE BY THE DURKE

3-78-16 (68/ED FOR PERPIT (88/ED FOR BIDDING (98/ED FOR CONSTRUCTION

 a. He Leader-er Confliction each, L. CALCLAIT, et a Barrin and intrastication of the state of th ALL PRACTING BEDS ANDLE BY PALCARD TO A DEFIN OF 3 THIS AN PROBLEM STATES AND ALL ALL AND STATES AN MODINE STANDARY STANDARY AND STANDARY STORAGY AND STANDARY AND STANDARY STA B. SOD BULL, BE ABTALLED IN ACCORDANCE BITH THE BIFECHLATION OLD BY HOUT, BOD BHALL CARRY A B-HONTH WARRANTY. CONTRACTOR EVAL COMPANT INTO THE RESATION CONTRACTOR FAVAL INCLUDED INCREMENDED INCITATIONS INCITATION INCITATIONS INCITATIONS INCITATION INCITATION INCITATION IN

A ALL TREES PAINS, SHRUNG AND GROUNDCOMENS SHALL CARRY.

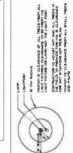
DAE-YEAR SAMRANTY PROFITS DATE OF FAAL ACCEPTANCE.

EXHIBITA TREE AND PAUM TO RETAIN GALLE BE TREFEED FOR JABIL MEDIADOR SAME RYBOOD OF THE TREFEED SALLE BE PERCORPED BY AN CASH FIND AMBIONS! ALL BRIGHAD SHIESS AND PAUSE SHALL BE TATED AND STRAEDS TO STOR YOUR WAYNEST CLEARANCE FOR EXCELLIAS AND PROTESTEDAY MAINTS AND A WY PROTEST CLEARANCE FOR EXCELLIAS AND PROTESTEDAY WHICH AR USE AMERICA. METIONAL OF ANY TREED OR PAUL'S BILL REGURE A METITON THREE YOU'LL PROPERTY PROPERTY OF MELIONAL

IT ALL PA, ANTINGS HINDSHIPMOLITO AND AND LINE RECHTS OF SAFE, SEE THE PASSAGE SHE SHELL PLANTED THE SAFE SHELL PLANTED THE SAFE SHELL PLANTED THE SAFE SHELL PLANTED THE SAFE SHELL SHE SAFE SHELL PLANTED THE SAFE SHE SAFE

NOTES, DETAILS, SPECIFICATIONS, ETC.







HARTE D'AINDE SELVE, BIT AN POLLOUIS TRETIÈ, D. BN. 68 (AREC *123).
RATE, IN LIBEZ MEN DE DE OLA 4 DIBLI PALINE, D. 40-10 (AREC *124). SALIE, IN
LIBEZ AND CHOP TO DE DE SEGUELA AUD DARONDOCOMENTO. TO 68-48 ATCC.
*** SALV. MATRE, IN DISE, PE, DE SEGUEL

■ LANDSCAPE NOTES

1. ALL FLANT INTERFLED SHALL DE FLOREDA NO 1 04/00 OR BUTTER

2. COMPACTOR SHALL FOR HERBER 1992 OF THE ECCANOR OF AND

ANDO AND PROPECT FLUTT, THE ADMITTO LABERA AND OTHER TO FILE. NINE PAIN ACCENT AND BED LINES AND TO BE LOCATED IN THE FEL MEDIATOR BY THE LANDSCAPE, AND MITCH PRICES TO RELIABILITIES. ALL PLANTED BOT, SHALL BE BODGE TOPOCH, SAMO FIX, FREE OF CL.

THE SACORL, FOR BEFOR FORCE FOR THAT SHE FAST AND FIX.

AND OTHER IS ADDRESSED AND OTHER IS ADDRESSED.

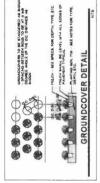
B FERTILIZATION:

OBLOGOVERT AMPLOTO O GRAMALAR PRILITS BALL PROFINE TO THE CONTROL OF THE CONTR

SHRUB PLANTINGS BUILDING DETAIL



HOTEL ADDITION



N. THE SHIE CONTRACTOR BANAL BE RESPONSIBLE TO SHEND ALL GRADES TO SHIPM TO THE CALCULATION OF THIS BANAL MACIONE AT X APPLIATION OF THE SHIPM THE TORK ALL LANDIGAME, AND JARGAS TO BE STORED.

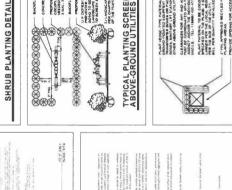


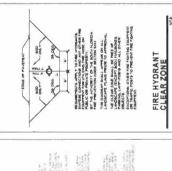


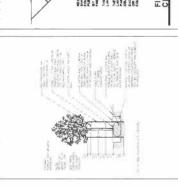






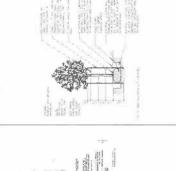








The last state of the part of the last of





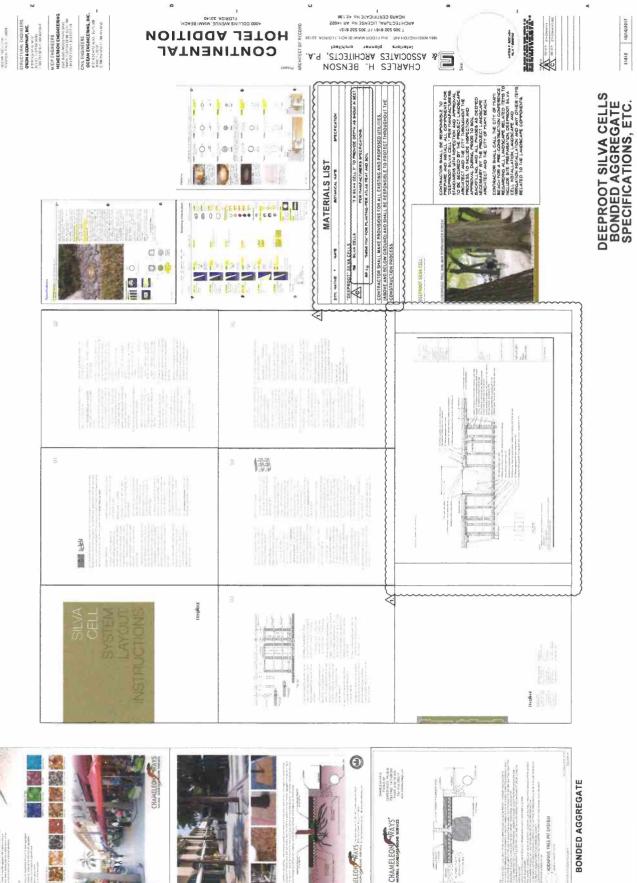


TYP MEDIUM THEE STAKING

IN AC WATERFACE.
ARLVAN II and a stable appeal protess press, or time drugged to best a stable and stable and stable and stable and the stable and the stable appeal stable and the stable and the stable and an article and protess to the feet reservable under the willbulg prifts, on
(1814) Ask (1817) Ask from problem with and common of definition of the applicated for the common of
REAL SEPTEMBERS AND PROPERTY.
1889 of Act of Femalesis, man be settlind to capture to the insertion base insertion by the part of th
ALKERT PROPERTIES
decard in the facility and the fulfill of the PP symposis behalf to a better and disjunction assumes as of the facilities of the webset but graduately in technical dependence on application.
Early hely here to week the stee Manual -2 May 1000 to ship of the transfer
for a ser, two madefactors of its montaning that described has be used to private the parents of face, artifactors
thus, the operation and scanning and company, it per a gas scann for latter and the second by German Harman forms the and described to the rest feet for the second

a) Melli	
	All DV best of the New Section From a basic appropriate to the disposition is ABSI and AV appropriate. Formed reprovision to a the Pro- Section site based expectent Generality Speak. Then we disposed in some that the given
President and American and Amer	 Clear event deprecion MAILO ANI samppor in a 4 no. c. ohio. of the desiral finalistic gradie.
AND AN ASSESSMENT OF THE PARTY	 Buddit y protection was sintle or a * on a reduct to the titude in the distribution pass.
	NW 180 PASTIN, BLOWN MATHON.
There are any and a to take me	The second of th
th and d.y me/h r from dependent we	In the control of a special of subgraph (3.4) is an about transmission of the control of the con
Propert and in phroup Till	I had may the weathn to had a mine product now system or on these or dissert the broad product and spicings at this developing was. I have they become had soften with the species duty.
Sort Saltery or on Sort John purels, Son	APPER AMAN ITMP BATERIA; Engerment requirement of opposite of the survey of Tax
den spelike Ljoh	ABBANCAS DE MINISTA AND APPRIMATIONS.
	the device of the points of source of the Apple page, they are a shared to a signature of the source of the apple of the source

Safetti		A substance of	10 sproud			The said		A company or the company of the comp		to delevery the		and the same of th	40.00	***	
DETROYS AS ALL SALE FOR BASE OF TREE	At the treat of the test, treat, plant 1 have applying a wrigo star from the submed disposition, Addit and Magazinger 1 have spiriture a periglic of 3.3.3.3 and before the hand experted forming in the This well provide a sensity for the test of the test or given	 Harr even deprendent still U-XXX sammyorn in it dates subsect the line has so at the atomic financial goals. 	In both 1 protection into drifts σ , if σ it reducts to the their limit in the the denset flashed pixes	NAME HAS THE BEOWN MESTIONS.	make operational back the Automat (Posters followed to the back that of the	with property of about the acceptance of a raphy to extra within higher the institution of a raphy to the section of the property of the Adopting To Report Annual	of all and the discount to the first of the server feet when reported proposes had not been also as the server feet when the server feet and the s	At the rection to the distribution of the contract of the cont	That pay the varieties which is man evolute and explosion of our does on that of does the given and an explosion to the second prefer or and evolution as the development of the collection of the decimal prefer or the development of the devel	Ultra virg by functor right	APPER APRIL IS MED BALLERA.	I compounded by common or applications much by begroom 40% and 3 : 1	ABBANCAS DE MINISTE, AND APPRIMATEUR.	a place (Alexander of the stages) of the stages place, and chance, its limits and it than significant interests of the stages of	



Addapave Iree pet 5,350m

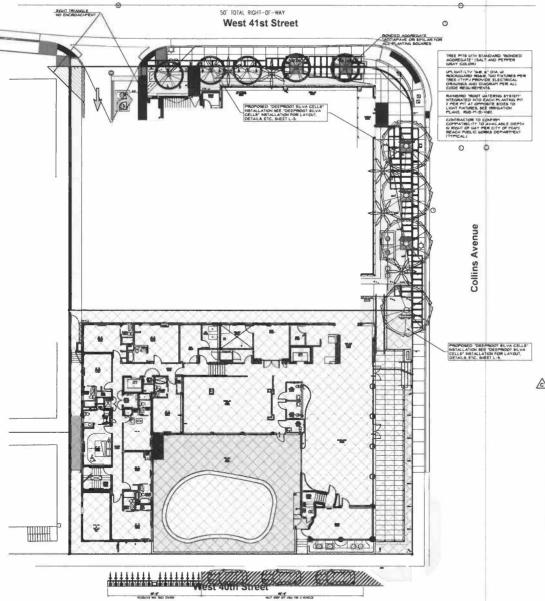
21812 10/10/2017

L-5

3:26:19

166/ED FOR PERFUT
186/ED FOR BUDONS
186/ED FOR CONSTRUCTION

Comments and other the design of the design



CLIENT SUKKAH HIAM BEACH ACQUISITIDIN LLC

LANDSCAPE ARCHITECT 1832 NW 142TH TEHR PEMINDO PN/S 1; 33098

M/E/P ENGINEERS

OCEAN ENGINEERS

CONTINENTAL OTEL ADDITION

SQ.FT. TOTAL CU.FT.

1,418

3,164

633

1,818

2,228 4.046

1.011

SQ.FT. TOTAL CU.FT.

I ARCHITECT OF RECORD

P.A. H. BENSON ARCHITECTS, F

CHARLES ASSOCIATES

જ U







ROOTING VOLUME CALCULATION LANDSCAPE PLAN

17-08-CONTINENTAL HOTEL ADDITION 4000 COLLINS AVE., MIAMI BEACH, FL. 33140 TREES ROOTING VOLUME CALCULATIONS 5/28/2019

UNITS

42

UNITS

66

582

11.25

472.5

606

11 25

742 5

L-6

2

WEST 41st ST. - "DEEPROOT" SILVA CELLS

EXISTING PLANTING AREA

PROPOSED SILVA CELLS SQ.FT / SILVA CELL = 2'-5" X 4'-5"

SILVA CELLS PROPOSED

COLLINS AVE. - "DEEPROOT" SILVA CELLS

EXISTING PLANTING AREA

PROPOSED SILVA CELLS SO FT / SILVA CELL = 2'-5" X 4'-5"

SILVA CELLS PROPOSED

PROPOSED TREES ROOTING VOLUME PER TREE

THE CONSTRUCTION PROCESS.

PLANTING AFA SOLET, X 3" DEPTH

TOTAL SILVA CELL SQ.FT X 3" DEPTH

TOTAL ROOTING VOLUME PER TREE

TOTAL ROOTING VOLUME ON W. 41st ST.

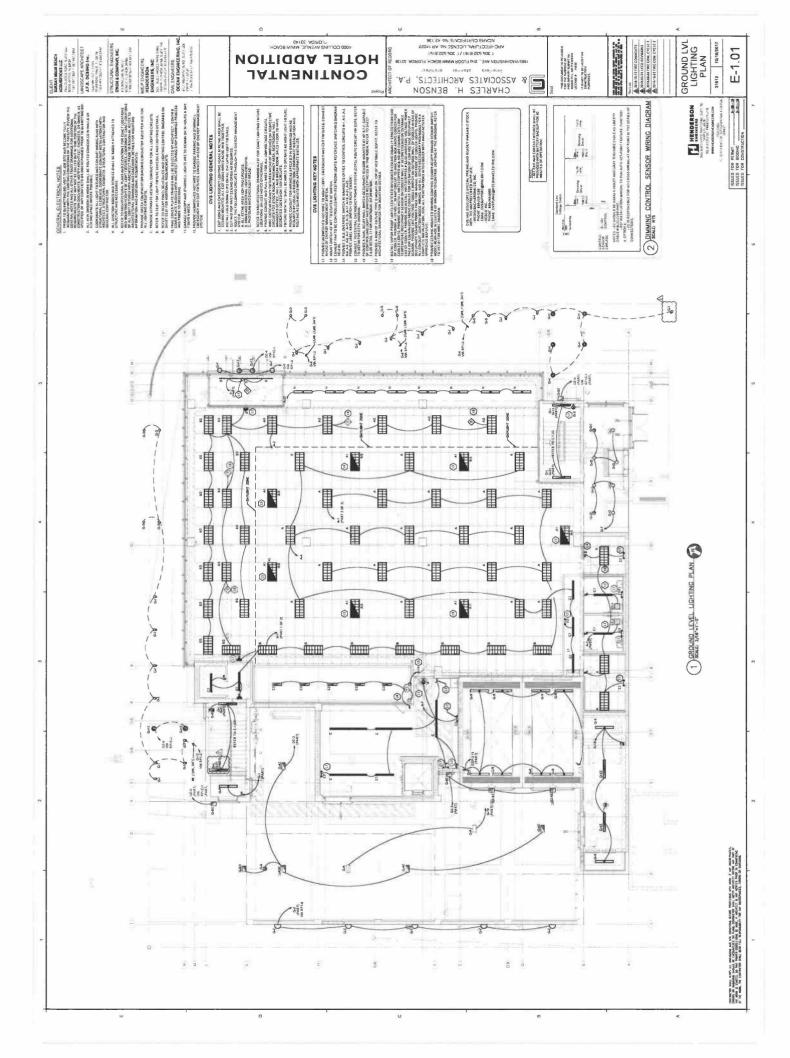
CONTRACTOR SHALL MAKE PROVISIONS FOR ALL EXISTING AND PROPOSED UTILITIES, (ABOVE AND BELOW GROUND) AND SHALL BE RESPONSIBLE TO PROTECT THROUGHOUT

PLANTING AEA SOLFT, X 3" DEPTH

TOTAL SILVA CELL SQ.FT X 3" DEPTH

TOTAL ROOTING VOLUME PER TREE PROPOSED TREES ROOTING VOLUME PER TREE

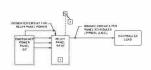
TOTAL ROOTING VOLUME ON W. 41st ST.



			OCCUPANCY REMEDRS					
JOSAKE	MANUFACTURER	FOUNALINE	WALL SWITCH GOLUFANCY SLINGURG	COVERNOR				
TYPE	MODELISEMES	MANUFACTURER	DEVICE ORAC REPTION	(OVERNICE	DN MODE	TOWE DELAY	VOLTAGE	MO163
s	STATESTOPPER DIVIDS	PENNONINALCH TENLOM HOSBETT COOMES	CALL MOUNT DURL TECHNOLOGY COVERNOE SWITCH SINGLE RELAY WIT COMMINING COVERNOE SWITCH LINE VOLTAGE	PH MAAR 20 + 25 PAR MAAR 25 + 20 ULT MAAR 20 + 20 ULT MAKEN 15 + 15	UNIVERS	1.5 SAP1	1200777	
		-	CERLING MOUNT DCCUPANCY SENSORS					-
Ф	PALES COURSE		CELENG WOUNTED PACK VE WITH MEED DOCUMPILIES Y SENSOR MODERATE O VISH OL MIROOM CONTROLLER OPERATED VISH OL MIROOM CONTROLLER	44J04 31 d		30 500	240	
			QAYS, IGHT ING DISYICUS				_	
DYPL TYPL	MANUFACTURER MOON LINGUIS	HOUWALENT MANUFACTURES	DRIVER GERCHIPTION		1965	SATRONG	VOLTAGE	HOTES
LANE	LCAD.	WATTSTOPPER	OUTDOOR SHARE BHO OFFICE OF FOR ANY AND THAT I BE SHOW SHAP.		FOTE-TION	OK+1FC	VOLTAGE 247	MOTES
(3)	21/0	COOPER	SAMOUTAC TEREMANDANE OF THANKIESTING CONTROLLER					
SYMBOL	MANUFACTURER	EQUIVALENT	AUTILIARY DEVICUS					
TYPE	MODELANDICA	HAMUFAC FURIER	DEVICE DESCRIPTION				VOLTAGE	MOTER
W.C.	VARTS CONC. III CONC. A SOME CONTROLLER OR WITE CAR HIS VAIR DO SUPPLY I HANDE WE STRICT HERE (MIC 10)							
			WALL BWITCHES					
8/3400, MANUFACTURED EQUIVACENT PPP MODELLEGISTS MANUFACTURED DEVICE EXECUTED TON							VOL FACE	NOTES
Int	LEWICH	MANUFACTURES.	20 ANY SPORT TOGGLE DAVILLE POLE HEAVY DUTY BELL GRADE				1807	HOTES
\$	1221 5 W			.179				
\$ (M2/4 (C))							244	1
	OCCUPACE SENSOR UNIVERSITIES RIGHS MAYURACTURERS CO CUTSHIELD AND SHO SHOP DRAWNS FOR	CETIC SPACENCE CRITI IN SIDENE DE BUTMEL IP LINAMINIA (AS A D E UGHTING CONTRO	WALTSTOPPIN COM PAGE PATTEMAS AQUIST QUANTITIES AND LOC ATUMS CRIA, 1911 DES SUMMASSION AMILIES RETES PROUDELENT MAURIACTURE PLOCUCUM RETES DE SAMBE REURIATION, NORME DE TRIS SCHOOLDE FROM ENGREGA DE MUSICE THAN THE ETISSION OF DESIGN ALL DECEMBER COMPRISE EN CONTRETES RECUEST PROVIDE ASTALO COURTES TOWN FOR REVIEW OF	A SEAST TOTAL DESIGNATION OF SEAST TOTAL DESIGNA	SUBSTITUTE OF STREET	HOVEE PRUDE	607	
0 6 7 9 9	CONDITACTO DUDDANC SENSOR AND WOLL PETUNN CHILLES DE PRODUCE ALL OCUPY OF A PETUNN CHILLES DE PRODUCE CORRESTO ALL MARTIN CHILL SWITCH AND CHILLES AND CHILLES AND CHILLES AND CHILLIAND SINCE CHILLIAND SINCE AND CHILLIAND SINCE CONTINUES AND CHILLIAND SINCE CHILL	HEE CAN PLAYED OTHER REPPLEED AND LIGH AND Y SCHISCAS BY TE ALL WALL AND CEN DEE RATION HIS PENSOR DICEE ING SCHISCAS LIGHT FACE SCHISCAS APPLICATE OF MALE OF BEING BEETE TO ACHIEVE!	HER INDIGITAL CONTROL FOR HER SERVICE CONTROL WOODINGHOOF LIVER DE CLEEN SCHOOL THE CONTROL SCHOOL CONTROL HER WOODING I FELLOW SCHOOL CONTROL THE CONTROL THE CONTROL THE CONTROL THE CONTROL THE CONTROL THE CONTROL THE CONTROL THE TODAS FOR A CONTROL TO SCHOOL CONTROL THE CONTROL THE TODAS FOR A CONTROL TO SCHOOL CONTROL THE CONTROL THE CONTROL THE CONTROL THE CONTROL THE CONTROL THE CONTROL THE CONTROL THE CONTROL THE CONTROL THE CONTROL THE CONTROL THE CONTROL THE CONTROL THE HER CONTROL THE	ACES MAY EURANGE EN TIN HINGES PRICERGE THAT OF HINGES PRICERGE THAT OF	DELINATED TO A	HOAC STIPPE TAR	'è	
C C C C C C C C C C C C C C C C C C C	CONSTRANTS OUROPANCY IN PROCESS SENSOR A LINE WIGHT RETURN CONTLEE DE PROMOSE CONTROL RETURN CONTLEE DE PROMOSE CONTROL RETURN LINE LINE LINE LINE LINE LINE DE RETURN LINE LINE LINE DE RETURN LINE R	NOTE OF PLAND OTHER PROPERTY OF THE PROPERTY OF THE PLAND	ICLE END AND PITTED STATEOUS STATEOUS COMPORTATION AND CONTROL CE AMODES IN THE INSTITUTE OF A THE INSTITUTE	ACES MAY EURANGE EN TIN HINGES PRICERGE THAT OF HINGES PRICERGE THAT OF	DELINATED TO A	HOAC STIPPE TAR	'è	
C C C C C C C C C C C C C C C C C C C	CURDITANTS DUDUPANO FISHIDO SCHOOL SCHOOL RETURN OFFICES OF RETURN OFFICES OF RETURN OFFICES RETURN OFFICES RETURN OFFICES RETURN OFFICES RETURN OFFICES RETURN OFFICES RETURN OFFI RETURN	NOT USE PLANTS OTHER MEMORITHM AND LICE NOTES OF THE ALL LAND LICE AND LICE	I CLE DIS ADMITTEE STATES, STAMPS COMPIGNATION, PAIR CE AND DISTRICT. THE STAMPS COMPIGNATION OF THE STAMPS COMPIGNATION OF THE MECHIFICITY OF THE MECHIFICATION OF THE MECHIFICITY OF THE MECHIFICATION OF THE MECHIFICATI	ACES SEPTE LICENSES EN EN EN LINEA S PRICERES ESPAIS CONSTRUCTED BY MARKE CONED AND ARE EN	DT LIMPED TO I	IN (ICHT NATUR	'è	
C C C C C C C C C C C C C C C C C C C	CURDITANTS DUDUPANO FISHIDO SCHOOL SCHOOL RETURN OFFICES OF RETURN OFFICES OF RETURN OFFICES RETURN OFFICES RETURN OFFICES RETURN OFFICES RETURN OFFICES RETURN OFFICES RETURN OFFI RETURN	IDE CORPLAND OTHER MINES OF THE	THE CASE AND ADMITTED STATE OF STATEMENT CONTROLLED AND ADMITTED THE CAMEDIA CONTROLLED AND ADMITTED THE CAMEDIA CONTROLLED AND ADMITTED THE ADMITTED ADMITTED AND ADMITTED ADMITTANTADAD.	ACES SEPTE LICENSES EN EN EN LINEA S PRICERES ESPAIS CONSTRUCTED BY MARKE CONED AND ARE EN	DT LIMPED TO I	IN (ICHT NATUR	'è	

EDINE	DESCRIPTION	AGTHUN AND ON-GIT	SCHEOULE DINOH	ASTRONOMIC ON SCHEDULE OF
A	SUFF LIGHTS			
P	EXTERIOR BUILDING YALF PACK LIGHTS	8		
c	CARACE PLANTER LIGHTS	×		
D	TRASH ROUNTERS AUGS FAN	4		
	DUE I WILLIAM DOMEDINE FROM THAT PRIME TO EVETEURS COURSE POURS WITH FLOW ME TO CO PM SATURDAY FOR AM TO CO PM	HUGRAHANG		

CONTROL		SECOND LEVEL	
CONTACTOR	CHCUIT	LOAG CONTROLLED	7 20NE
1	GE 49	FFIERDR AAL PALY	B
	CIÉ-0	BOY LARD DIGHTS	A
	66.4	TENANT PATRICEATERION ENGAT	. 5
- 2		SPARE	
-		1.044	
		EFAFL	1
		PARI	



2 LIGHTING CONTROL DIAGRAM

IGHTING CONTROL	DIAGRAM	GENERAL	NOTES

LIGHTING CONTROL DIAGRAM KEYED NOTES

2

- 13 STANDALIGNE LIGHTING CONTROL RELAY PAULS INFORMATION

 MANAGEMENT AND REASON OF DEEDING BATTS (OPPORT PRE-60-11) SCRICE

 INCOMER SUPPACE MOVING A MAN 1

 FINITIONAL THREE SUPPACE MOVING A MAN 2

 FINITIONAL THREE SUPPACE MOVING A MAN 2

 FINITIONAL THREE SUPPACE MOVING A MAN ADMINISTRATION AND THREE SUPPACE AND RELATIVE PROPERTY AND THREE SUPPACE AND RELATIVE PAULS AND THREE SUPPACE AND RELATIVE PAULS AND THREE SUPPACE SUPPACE AND THREE SUPPACE SUPPACE
- 2 PROVIDE PHOTOCELL MOUNTED ON 19-1 ON THE ROOF REFER TO LIGHTING CONTROL DEVICE ECHELIZE ON THIS EMELT AND TO LIGHTING PLANE FOR ADDITIONAL RECORD TOXIC.

1 LIGHTING CONTROL DIAGRAM

							LIGHTING FI	IXTURE SCHEDULE			
(ype Mark	Gescription	Mounting	Vallage	Wattage	Lamp	Ballani	Manufacturer	Westel	Manufacturer2	Madel2	Commands
	{X4 PANASQUE	STEERED	129	45 W	170		LITHONIA ATTHONIA	DESIGNATION NACY REQUIRED			SPECHED 27004 LEG LAWPS TO MANTAN WANT REQUIREMENTS
	17X4" PARABOLIC DIVINABLE	RECESSED	120					DESCA SEL EZT LPBIO NACV	1		SPECIFIC DOOK LED LAWPS TO WAINTAIN WANT REQUIREMENTS
	CIPS	NEDEGSEU -	150~		ESD		(ITHONIA-	SERVICES EST CARRENACA-KLOSSPER		~~~~~	SPECHIED 2700K LED LAWPS TO WANTAN WANT REQUIREMENTS
3-	2X4 PARABOLIC	BECEESCO !	120	37 W	U.D	Contract of	LITHONIA	DESIGNATE LIPSAD NACY RF DOSSABA -			SPECIFIED 27004 LED LAMPS TO MARITAN SHAMI RECURRENCHES
BD.	274" PARASOLIC DIMMASLE	ALCESSED	120	37 W	1.0		A ITHONIA	PESCA 481 EZ! I PIND NACV		The state of the s	SPECKIED 77004 LED LAMPS TO MAINTAIN MAMI REQUIREMENTS
11-	SANCAS TYPE SO BUT WIRED TO	RECESSED -	.130	17.W	110		LITHONIA	Photosona Atom count 122, 184 pings			SPECIFIED 27004 LED LAMPS TO MAINTAIN MIANT REQUIREMENTS
C	E STRIP LIGHT	SUSPENDED	120	48.99	(2) FB320IPS/MATIECO	1-OHEXX177W	LITHONIA	TZ 137 WYDLT OS10ISKL	LETHONIA	TS 132 MVDLT OSHORL	LAMPS INCLUDED WITH UNIT, SUSPENDED MID AFF 17-0" WAE IN
CI	4' STRIP FOUTURE NO REFLECTORS	SURFACE	120	41 W	(F) F DEHRPSMAIRED	1-CHEZESTE UNV BL-SC	FLHONIN	2-222-WVOLT 0510ISL			LAMPS INCLUDED WITH UNIT, SURE WITO AFF 17-0" WAX IN RECENSIVE
	Y VAPOR TICHT STRIP FORTURE	SURFACE	120	27.45	LEO		AMONTA	DIMMY E24 STOCK MCT MD MYGET CIET JOK SECREPS 1050			LAMPS INCLUDED WITH UNIT, SURFACE MOUNTED IN WALE.IN COOLER, EMERGENCY LED BATTERY PACES C AND UP 1400 LUMENS!
8	EXIERION COVE LED	EOVE	170	37.00	110		ECCSENSE	(30 F48 19 40 60 W(x) 45 60			EFFCH HED 27006 LED LAWPS TO WAINTAIN MIN WIN RECOUREMENTS TWO BRACKETS PER EACH 4 SECTION, REFER TO ARCH VESTIBULE SECTION FOR PLACEMENT
€	EMERGENCY LIGHT	SURFACE	120		REO .		AITHONIA	ECMSTED			CITAING MOUNTED BY RETAIL AREA ONLY
E1	SURFACE MOUNT EMERGENCY LIGHT	SURFACE	120		i EO		YLLHOHM.	ELA T CHYP (0309			LAMP INCLUDED WITH UNIT, PROVIDE LITHONIA ELILLT WILFORDS LT AD EV ALMOTE BATTERY PACE (SEE ELIKET CUITSHEET FOR COMPATHELITY) BATTERY PACE TO BE WITO IN CONCEALED SPACE
52	HIGH POWERED EMERGENCY LIGHT	SURFACE	120		110		LITHONIA	EURIT WILPHYS LTP.	1		COLING MOUNTED IN RUTAN AREA ONLY
N	L NEAR LIGHT	SUSP(NDIC)	170	62 W	LEO		FLECONLHOF	BRWEL LLP AFT WALA BEER! TLANH RHYR BOBERLMF JONES DARK 120 SCF AGE	M		ENSURE LAMP COLOR IS TUNED TO JIDDE FOR INSTALLATION - CONFIRM MOUNTING OPTIONS AND FINISH WITH ARCHITECT
×	EAST WITH REMOTE HEADS	SURFACE	120		410		AITHONIA	LHOMUSOR			PROVIDE HUMBER OF FACES AND ARROW AS MOICATED ON PLANS

TYPE	MANUFACTURER	CATALOG No	WATTI LAWP TYPE	VA	No	DESCRIPTION
GA	LITHONIA	05%5C LED 20C 709 494 TSM 129 DWG FJR	4W/IED	45	1	SURFACE WOUNTED GARAGE LIGHTS TO OPERATE ON A 24F OPERATION WITH 6-10V DIMBING WOTION FAMSENT SENSO
GAE	LITHONSA	DSASC LED 20C 700 40K 15M 120 DMG PIR	4MAY CED	41	1	SUNTACE MOUNTED DARAGE LIGHTS TO OPERATE ON A 24/2 OPERATION WITH 0.10V CHUNNO MOTION (AMBJENT SENSO FIRSTURE POWERCO BY EMPROENCY OCNERATOR,
GADE	LITHONSA	05X5C LED 20C 720 40K T5M 120 DWG PIRHSFC 3V	49WV/CED	4)	,	SURFACE MOUNTED DARAGE LIGHTS TO OPERATE ON A 24Y OPERATION WITH CAYUGHT HARVESTING SENSOR & GO IOV DIKWING WOTION FAMBENT SENSOR EMERGENCY FIXTURE POWERED BY EMERGENCY GENERATOR.
G-8	LITHONIA	DS/WI LED 200 /00 45K T2M 170	4PW/(ED	44	, ,	MALL MOUNTED GARAGE LIGHTS TO OPPRATE ON A 2417 OPPRATION, FIXTURES FACING EXTERIOR OF BUILDING SHALL BE SPECIFIED WITH 2700 LED LAWS TO MANTAN MANS REQUIREMENTS.
G-BD	LITHONIA	0530A1 LEG 200 700 40K T2M 120 PRH1FG3V	46997(ED	46	,	WALL MOUNTED GARAGE LIGHTS TO OPERATE ON A 34F OPERATION WITH DAYLENT HARVESTING SENSOR EMERGENCY SHUNT RELAY FOR ALL EMERGENCY FOTUNES TO BYPASS LIGHT CONTROL IN CASE OF POWER LOSS.
G-BE	LITHONIA	05XW1 LED 200 700 49K T7M 120	4EW/LED	48	,	WALL MODIFIED CHARGE LICHTS TO OPERATE ON A 24T OPERATION. FILTURE POWERED BY EMERGENCY CIDIERATION.
D-CE	LITHONA	053/WT LEO 20C 1000-404 12-M 170	46W/1ED	12	,	WALL MOUNTED GARAGE AND STAINWELL EXTRACTED LIGHTS FACTURE POWERED BY EMERGENCY GENERATOR.
0-0	HYDREL	MM420 ROUND 55 12 LED MYOLT MED FLOOD FLEZO	DANNED	12	1	MODULAR IN-GRADE OUTDOOR TREE LIGHTS
3-0	HÇRA 2U	2061 13LED AW 208	14W/LED	14	1	14" ROUND SURFACE MOUNTED OUTDOOK (KINTS CONTRIM FINISH WITH ARCHITECT) PROVIDE FRITURE WITH 21004 COLOR 15 MPERATURE
G.J	COLE LIGHTING	2408 X 12W W	12/6/	30	. 1	19' ROUND DOWNLIGHT MOUNTED IN CONCRETE PLANTER.
GFE:	COLE LIGHTING	2400R 32W W	32105	28	1	TO ROUND DOWNLIGHT MOUNT (O IN CONCRETE PLANTER FRITURE POWERED BY EMERGENCY GENERATOR PROVIDE EMERGENCY SHUNT RELAY FOR ALL EMERGENCY FRITURES TO BYPASS LIGHT CONTROL IN CASE OF POWER LOSS
~~	A	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~			-	the strategy programs, a strategy was a superposition and the strategy of the
-	-		ان قالالالاث	working.	-	CONCRETED AND AREA FIRM CONTAINS FOR WAY MEDITION OF THE
	US ARCH	BDACTECLUL(D-NA-HS18)	47W/LEO	47	1	CONCRETE LIFEGUARDS, FROM LEGICANDS PLA MANTREDURE WENTE: FUTURE PONCREO AV EMERODICY OCHERAN PROVIDE EMERODICY SHIMT RELAY FOR ALL EMERCIANCY FORTURES TO BYPASS UICHT CONTROL IN CASE OF POWER LOSS
D1	BELIGHTING	WILLED FOI	TWILED (-4-	1	SITE WALKWAY UPLICHTS - ARCHITECT TO SPECIFY LIGHT FIXTURE
					K	
GA	LITHONIA	LA 2 J2 MYOLT GEB10F3	32W 18	и	,	ET LUGRESCONT STRIP LIGHT 12 LAMPS; PENIDOT MOUNTED
G-4E	LITHONIA	LA 2 37 MOVOLT GESIGFS EL14	1369.18	14	1	E FLUORESCENT STRIP LIGHT 2 LAWPS) PENDENT MOUNTED WITH 1400 LUMEN QUITPUT BATTERY PAGE.
GL	LUMNARELED	TSL84-10099-40004-W7-120/277-CP-RX-0AWP-EWB310	100001.60	100	,	STAIRWELL 46" LEG LIGHT FIRTURE ID-10V DIMMING DEWER WITH INTEGRAL OCCUPANCY SENSON 1200 LUMEN SELF CONTAINED 100 MINUTES EMERGENCY BATTERY PACK ULWET LISTED, ARCHITECT TO SPECKY FINISH
G-P	LETHIQUIA	CLX L48 5000LM SEF R.DL MVOLT GZ10 404 80 GRI	HAWITED	34,8	1	48" LINEAR LIGHT FOR TURE, COGRENATE MOUNTING HEIGHT WITH ARCHITECT
GPE	LITHONIA	CLE L48 5000LM SEF ROL WYDLT GAZEG ACK BO CALSPO PS1050	MAWITED	34,8	,	49" LINEAR LIGHT FIXTURE WITH 1422 LUNEN OUTPUT BATTERY PACK, COORDINATE WOUNTING HEIGHT WITH ARCHITEC
50	LITHOWA	LONG JOHO LES ES MYOLT EZED TAW	34 AVILED	347	1	8 DOWN LIGHT
G-0£	LEPHONIA	LONG 1919 LOS LS MYOUT EZED TRW ELSO	34 MYTLED	34.7	1	6' DOWN LIGHT WITH EMERGENCY SATTERY PACK,
G-R	LITHONIA	DMW 2 32 MVOLT GEB19PS	£032	84	1	4 ENCLOSED
5-0	LITHONIA	EXIT LIGHT EDGR X R EL	LED	7 -100	1	EDGLUT EXIT SIGN WITH BATTERY, WOUNTING PER PLANS

CLIENT SUKKAH MIAWI BEACH ACQUISTRONS LLC FAC. GENERAL MARCH SUFFI EDI. MOCK BEN'S N. (1 2949) Tips' Jet (1862 + 161 951 fec) LANDSCAPE ARCHITECT J.F.S. DESING Inc.

STRUCTURAL ENGINEERS OKON & COMPANY, INC.

MUEIP ENGINEERS HENDERSON ENGINEERS, INC ASSE BUSIN WICE I PARKED HAVI TADPA FUNDA BUSIN SUIT (1 E 4/32/1.27/27/15/27/27/6/

CMIL ENGINEERS OCEAN ENGINEERING, INC

2/01/85/24/45 B(M3 5/8/1500 MAME - 0/12/ C/PS/25/25/27/1/36/4/15/20

CONTINENTAL OTEL ADDITION I

ARCHITECT OF RECORD P.A.

CHARLES H. BENSON
c ASSOCIATES ARCHITECTS. P.
improva alcone. cretificat
servation me. and recommunity and proper a
magnetic processers.
ARCHITECTS. P.
improva alcone.
In assesser in a Sociate of a
magnetic processers.
ARCHITECTION ARCHITECTS.
ARCHITECTION (1998) No. 2016
ARCHITECTION (1998) No. 2016
ARCHITECTION (1998) No. 2016
ARCHITECTION (1998) No. 2016
ARCHITECTION (1998)
ARCHIT

8

THE DOCUMENT IS NELEASED FOR THE PURPOSE OF PRELIMINARY SUBMITTAL CEMPLETH L. MATHEWSON LICENCE # 1468

THE DESIGNATION OF COLUMN AS AN ADMINISTRATION OF THE MEMORY OF THE TOP AS AN ADMINISTRATION OF THE MEMORY OF THE

| \(\frac{1}{2} \) 2018-01-20 PERMIT COMMENTS
| \(\frac{1}{2} \) 2018-01-20 PERMIT COMMENTS
| \(\frac{1}{2} \) 2018-03-25 LEEO REVISIONS
| \(\frac{1}{2} \) 2018-001-04 FRE COM. EVEL E 2

ELECTRICAL

LIGHT FIXTURE

HENDERSON
ENGINEERS
ROUSESTINGTON CONTROL OF THE PROPERTY OF T

SCHEDULES 21612 10/10/2017 IL LEP BE'A'E JE J'ENDEPATENTE (18 EM 12 CEPT

3-26-15 E-6.01

3

RELAY PANEL SCHEDULE

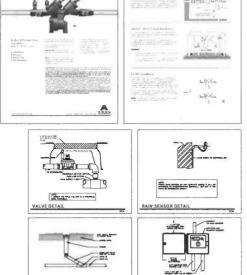
1

5

6

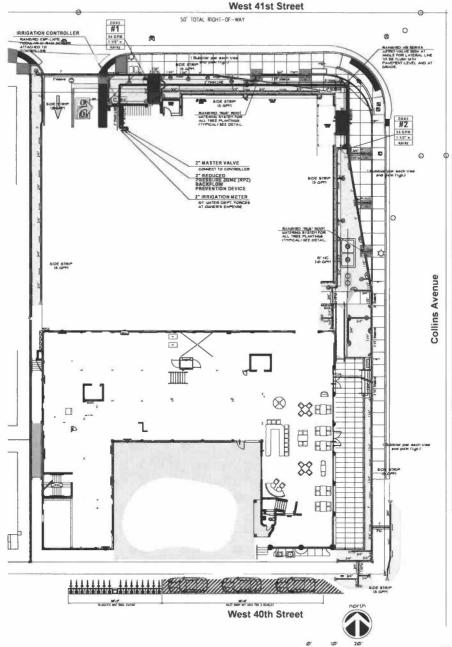
ISSUED FOR PERMIT
ISSUED FOR BIDDING
ISSUED FOR CONSTRUCTION





THE RESERVE AND THE PERSON NAMED IN

2



FLORIDA BUILDING CODE- APPENDIX F MATER PIPE SIZE

FLORIDA BUILDING CODE- APPENDIX F PIPE INSTALLATION DEPTH OF COVER 8' TO 24' 24' TO 38' 36 TO 34' P. DE GREATER 0.10 P. 1 V2" TO 3"

IRRIGATION LEGEND

RB 14

0

.

CIVIL ENGINEERS OCEAN ENGINEERS OGEAN ENGINEERING, II 8101 B SCAPSI B, VO. SU FE SOS VAN 7 33:37 C 788 253 5252 7 786 475 8250

CONTINENTAL OTEL ADDITION

Ĭ

P.A.

CHARLES ASSOCIATES

×

U Seal

STRUCTURAL ENGINEERS OKON & COMPANY, INC. 910 WIND WINE WIST WINCE TECHNOLOGY TACKET TO BE BE DEED

MENDERSON ENGINEERS

2" MRIGATION PETER BY MATER DEPT. 2" REDUCED PRESSURE 20NE (NP2) 2" PLASTER VALVE CONNECT TO CONTROLLER PROPOSED 1' PVC Main Supply RESOLUTION CONTROLLER RANGED ESP-LX-PE PODULAR RAN SENSOR- BANSIED IND MIRES EXISTING ELECTRIC VALVE I VI' ELECTRIC VALVES, RANSHID PES SERIES OR APPROVED EGIAL IN 101 VALVE RICK TONE DEMONATION LATERAL LINE LOCKETY LE INCH ARCHITECT OF RECORD PIPE IN BLEEVE IBEE SIZING CH H. BENSON
ARCHITECTS, P
Indom overlibed
Itada wasself act, Itadios
61/F and Saze 61/8
LUCENSE NO AN 14022

SPECIAL NOTES:

RANDED MAD STEP-TYPE FIND STREET B CST (CENTER STA FIND 4' 5' 0' POP-UP CALARTER HALF FALL ST. 0', S' RADIUS AS SHOWN

A UNITER TREE REMOVAL PERMIT IS REQUIRED FROM THE CITY OF HIAM BEACH FROM TO REMOVAL OF ANY TREES OR PALMS FROM THIS STE.

SEE RESPECTIVE IRRIGATION PLAYS, SHEETS IRR-2 4 IRR-3

RA * GOODS

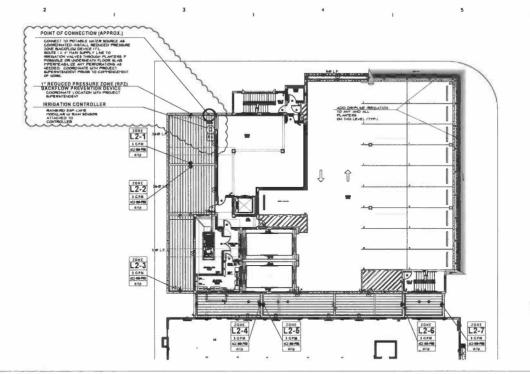


LEVEL 1 **IRRIGATION PLAN**

21612 10/10/2017 IRR-1

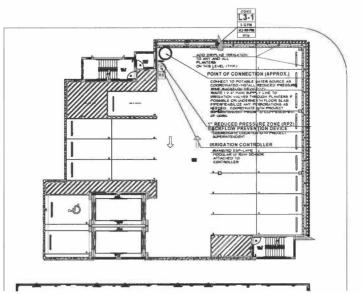
POP-UP SPRAY - ROTOR DETAIL

Surries 40000





LEVEL-2 IRRIGATION PLAN





LEVEL 3
IRRIGATION PLAN

M/E/P ENGINEERS
HENDERSON ENGINEERING

CIVIL ENGINEERS OCEAN ENGINEERING, INC.

CONTINENTAL HOTEL ADDITION

ARCHITECT OF RECORD P.A. CHARLES H. BENSON ASSOCIATES ARCHITECTS, Interiors planner architect

IRR-2



IRR-3

2-16-8 2-16-8

1964ED FOR PERMIT
1964ED FOR BIDDING
1964ED FOR CONSTRUCTI ROOF LEVEL
IRRIGATION PLAN

Thursday.

CONTINENTAL HOTEL ADDITION

A WRITEN TREE REMOVAL PERMIT IS REQUIN FROM THE CITY OF HAN'I BEACH PRICE TO REMOVAL OF ANY TREES OR PALING FROM TO BITE.

6EE REBRECTVE IRRECATION PLANS, BAEETS
IRRE-1 4 INDE-27
ELANDACAPE
PLANTING PLANS FOR LANDSCAPE
PLANTINGS PLANDSCAPE
PLANTINGS PLANDSCAPE
PLANTINGS PLANDSCAPE
PLANTINGS PLANTINGS FOR

CHARLES H. BENSON & ASSOCIATES ARCHITECTS, P.A.

RANGIND ESP-LIGHT POOLLAS BEN IF RANGIND RAN SOBOR RANGIND RSO BERES RAN BENDOR ATTACHED TO CONTROLLS!

(i)

N.T.S.

VECV ON-SURFACE DRIPLINE OPERATION INDICATOR

XFCV ON-SURFACE DRIPLINE FLUSH POINTE WITH EASY FIT COMPRESSION FITTINGS MOTE:

1 ALLON A HNITHY OF 6-NOWER OF DRIVINGS

1 ALLON DRIVING BOX NO PROPR TO DIRECT

FLIBARD IN VALVE BOX NO PROPR TO DIRECT

FLIBARD MATER CATRICKS VALVE BOX.

S INTERPRETED OF AMEA

O RADAY X AND MARKET THE COT

CROOMS. MAN BIND ANT-THE

OF MAN BIND AND-CHOOSE

OFFERENCE OF AMERICA

OFFERENCE OF OFFERENCE

OFFERENCE OFFERENCE

OFFERENCE

OFFERENCE OFFERENCE

OFFERENCE OFFERENCE

OFFERENCE OFFERENCE

N.T.S.

PACE SOCIALIST HEADER

PACE BOAL 4D TEE ON ELLT

FLUBH POORT (TYPICAL)

BANES X MALE FITTING

REDIO 395-NA PITTING

(TYPICAL)

1 MB. AZREWAN TOOL, POT-TOOL, TO ARSENT BANKS
TRAMBE ST TAKE DO MIGHT, FOR DO PRINN, MB.
10 MIND AND TO ALL TO DE DESCRIPTION OF THE TOOL OF TOOL OF THE TOOL OF TOOL

V4" PVC PAN SUPPLY LINE - BCN

I MEDICAD PRESSURE ZONE BACIOLOM PREVENTER

BAN BIRD STREET NET AND STREET STREET

IRRIGATION LEGEND

RAME BAND 9-1, RC

CONTROL OLIVICATION NO VALVE, WITH

CONTROLON RESERVATE STANLESS STEL STREAM

LOCKER INSURANCE AND CONTROL OF A NO.

(FRICE BODD): RAIN BWD NG2-MM-PTMD-COFT

LAND GWD NG2-MM-PTMD-COFT

COPYMICALL DWM-PLOATS 1-107 TM 18-107 TW 1

FLA * 600,000

HAN BIRD PC 6NOLE OUTES PC DRIP ENTITER 6NOLE OUTES, PRESONE COPPOSATIO DRIP ENTITERS SIN SELF-PRENCING DAMS NUET

() Deputing that can, that and the same and Out of PALCA
 Action of PALCA
 Continues of Palcace
 Cont

XERI-BUG INTO 1/2" TUBUNG W/ 1/4" TUBING, STAKE & BUG CAP N.T.S.

N.T.S.

NOTES: IN DOUN BLACES EVERY THREE FEET IN BAND, FOUR FEET IN LI I PACKET IN DOUN BLACK CANAGE OF DIRECTION ACCURATE AS THEN ALT RITH AND AUGH THE IS A CHANGE OF DIRECTION ACCURATE OF THE CHANGE OF DIRECTION. XFCV ON-SURFACE DRIPLINE INSERT ADAPTER

| FE O OFF XFCV ON-SURFACE DRIPLINE LAYOUT

Comment of the c

Observation of Parisis

Ballows we will recommend

Ballows we will recommend

Ballows we will recommend

Committee of the parisis of the pari

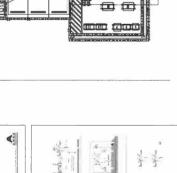
N.T.S.

CONTROL ZONE

NOTISE IN DOWN STACES CYCENT THREE PEET IN DAMP, FRINK PEET IN LOAD AND PHEET HE STACK AND AND CHOOSE OF DIRECTION SCILLAR STEED OWN AT IN THIS DAMP TO SHAPE ON EACH LESS OF THE CHANGE OF DIRECTION. N. ME DREP EMITTER CUTTER THE DOLN STAKE, RAIN BING TDS-696 JUN ZEIND ITTPIC XFCV ON-SURFACE DRIPLINE AT GRADE



BACKFLOW HREVENTRON DEVICE CONTRACTOR PREVENTION DEVICE SUPERIORIES OF SUPERIOR OF SUPERIO



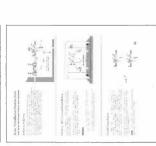


Exhibit "C"

Agreement

FLORIDA DEPARTMENT OF TRANSPORTATION LANDSCAPE AND BONDED AGGREGATE SURFACES MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE

CITY OF MIAMI BEACH

This AGREEMENT, entered into on ________, 20___, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the DEPARTMENT, and the CITY OF MIAMI BEACH, a municipal corporation of the State of Florida, hereinafter called the CITY, and collectively referred to as the PARTIES.

RECITALS:

- A. The **DEPARTMENT** has jurisdiction over **State Road (SR) 112** (West 41st Street) from Indian Creek Drive to Collins Avenue, which is located within the limits of the **CITY**; and
- B. The CITY, pursuant to Permit Number 2020-L-691-00005, has drafted design plans for beautification improvements along SR-112 (West 41st Street) from Indian Creek Drive to Collins Avenue, the limits of which are described in the attached Exhibit 'A' (the PROJECT LIMITS), which by reference shall become a part of this AGREEMENT; and
- C. The CITY will install landscape and bonded aggregate surfaces along SR-112 within the PROJECT LIMITS, in accordance with the design plans for Permit Number # 2020-L-691-00005 (the "Project"); and
- D. The **PARTIES** to this **AGREEMENT** mutually recognize the need for entering into an agreement designating and setting forth the responsibilities of each party with regards to the maintenance of the landscape and bonded aggregate surfaces installed pursuant to the Project; and
- E. The CITY, by Resolution No._____, dated _____, attached hereto as Exhibit 'B', which by reference shall become a part of this AGREEMENT, desires to enter into this AGREEMENT and authorizes its officers to do so.

NOW, THEREFORE, for and in consideration of the mutual benefits contained herein and other good and valuable consideration, the PARTIES covenant and agree as follows:

Maintenance Memorandum of Agreement between Florida Department of Transportation and City of Miami Beach
Page 1 of 14

1. RECITALS

The recitals in this **AGREEMENT** are true and correct, and are incorporated herein by reference and made a part hereof.

2. ASSIGNMENT OF MAINTENANCE RESPONSIBILITIES

The **PARTIES** agree that the execution of this **AGREEMENT** shall constitute an assignment of all maintenance responsibilities pertaining to the landscape and bonded aggregate surfaces (collectively the "IMPROVEMENTS") within the **PROJECT LIMITS** to the **CITY** upon the **DEPARTMENT's** issuance of the executed Permit to the **CITY**.

3. CITY'S MAINTENANCE RESPONSIBILITIES

So long as the IMPROVEMENTS remain in place, the CITY shall be responsible for the maintenance of the same. The CITY shall maintain the IMPROVEMENTS in accordance with all applicable **DEPARTMENT** guidelines, standards, and procedures, which shall include but shall not be limited to the Maintenance Rating Program Handbook, as may be amended from time to time. Additionally, with respect to the landscape, shall maintain same in accordance with the the CITY International Society of Arboriculture standards, guidelines and procedures, the latest edition of the "Maintenance Rating Program", and Index 546 of the latest **DEPARTMENT** Design Standards, as may be amended from time to time. shall further maintain the IMPROVEMENTS in accordance with the standards set forth in the Project Plans, and in the Project Specifications and Special Provisions. The CITY's maintenance obligations shall include but not be limited to:

3.1 General Requirements:

- a. Removing and disposing of litter from **PROJECT LIMITS** in accordance with all applicable government rules, regulations, policies, procedures, guidelines, and manuals, as amended from time to time.
- b. Removing and disposing of all trimmings, roots, branches, litter, and any other debris resulting from the activities described by 3.2 through 3.3.

- c. Maintaining a service log of all maintenance operations that sets forth the date of the maintenance activity, the location that was maintained, and the work that was performed.
- d. Submitting Lane Closure Requests to the **DEPARTMENT** when maintenance activities will require the closure of a traffic lane in the **DEPARTMENT's** right-of-way. Lane closure requests shall be submitted through the District Six Lane Closure Information System, to the **DEPARTMENT's** area Permit Manager and in accordance with the District Six Lane Closure Policy, as may be amended from time to time.

3.2 Landscape and all associated improvements:

- a. Mowing, cutting and/or trimming and edging the grass and turf within the **PROJECT LIMITS**.
- b. Pruning all plant materials, which include trees, shrubs and ground covers, and parts thereof, including all material from private property encroaching into the **DEPARTMENT'S** Right-of-Way.
- c. All pruning and trimming will follow the Maintenance Rating Program Handbook which specifically requires no encroachment of trees, tree limbs or vegetation in or over travel way (or clear zone) lower than 14.5 feet, or lower than 10 feet over sidewalks.
- d. Removing and properly disposing of dead, diseased or otherwise deteriorated plants in their entirety, and replacing those that fall below the standards set forth in the Project Plans and in the Project Specifications, incorporated herein by reference, and all applicable DEPARTMENT guidelines, standards and procedures, as may be amended from time to time. All replacement materials shall be in accordance with the Project Plans and the Project Specifications and Special Provisions.
- e. Mulching all plant beds and tree rings.
- f. Removing and disposing of all undesirable vegetation including but not limited to weeding of plant beds and removal of invasive exotic plant materials.

- g. Watering and fertilizing all plants as needed to maintain the plant materials in a healthy and vigorous growing condition.
- h. Repairing irrigation systems and associated components as needed. Paying for all water use and all costs associated therewith.
- i. Repairing decorative lighting systems as needed. Paying for all electricity and all costs associated therewith.
- j. Removing and disposing of litter from roadside and median strips in accordance with all applicable government rules, regulations, policies, procedures, quidelines, and manuals, as amended from time to time.
- k. Repairing all sidewalks damaged by landscaping found inside and outside the **DEPARTMENT's** Right-of-Way.
- 1. Removing and disposing of all trimmings, roots, branches, litter, and any other debris resulting from the activities described by 3.A through 3.K.

3.3 Bonded Aggregate Surfaces:

- a. Performing routine and regular inspections of the bonded aggregate surfaces to ensure that the surface is fully functional; identifying damage and/or malfunctions in the surfaces; and repairing and/or replacing damaged bonded aggregate surfaces to ensure surfaces are maintained in accordance with all applicable DEPARTMENT guidelines, standards, and all applicable American with Disabilities Act (ADA) requirements, as amended from time to time.
- b. The CITY shall conduct annual condition surveys of the bonded aggregate surfaces for gaps, settlement, drop-offs and other deficiencies described in this AGREEMENT for the life of the boned aggregate. Ensure and document in this survey that the surface friction of the bonded aggregate surface meets or exceeds the surface friction of the existing concrete sidewalk areas.

- c. Gaps within the bonded aggregate surfaces shall not exceed a quarter (1/4) of an inch. Gaps at the interface (perimeter) between the bonded aggregate surfaces and the adjacent concrete sidewalk(s) shall not exceed a quarter (1/4) of an inch. This requirement also applies to adjacent areas of existing concrete sidewalk(s) that have been impacted by the trees planted within the bonded aggregate surfaces.
- d. Differential settlement within the bonded aggregate surfaces shall not exceed a quarter (1/4) of an inch in depth. Differential settlement at the interface (perimeter) between the bonded aggregate surfaces and the adjacent concrete sidewalk(s) shall not exceed a quarter (1/4) of an inch in depth. This requirement also applies to adjacent areas of existing concrete sidewalk(s) that have been impacted by the trees planted within the bonded aggregate surfaces.
- e. When remedial action is required in accordance with the above requirements, the **CITY** at its own expense shall complete all necessary repairs within ninety (90) days of the date the deficiency is identified.

The **CITY** shall submit all services logs, inspections and surveys to the **DEPARTMENT** Warranty Coordinator as required in the above maintenance responsibilities.

The **DEPARTMENT** may, at its sole discretion, perform periodic inspection of the **IMPROVEMENTS** to ensure that the **CITY** is performing its duties pursuant to this **AGREEMENT**. The Department shall share with the **CITY** its inspection findings, and may use those findings as the basis of its decisions regarding maintenance deficiencies, as set forth in Section 4 of this **AGREEMENT**. The **CITY** is responsible for obtaining copies of all applicable rules, regulations, policies, procedures, guidelines, and manuals, and the Project Specification and Special Provisions, as may be amended from time to time.

4. MAINTENANCE DEFICIENCIES

If at any time it shall come to the attention of the **DEPARTMENT** that the **CITY's** responsibilities as established

herein are not being properly accomplished pursuant to the terms of this AGREEMENT, the DEPARTMENT may, at its option, issue a written notice, in care of the CITY MANAGER, to notify the CITY of the maintenance deficiencies. From the date of receipt of the notice, the CITY shall have a period of thirty (30) calendar days, within which to correct the cited deficiency or deficiencies. Receipt is determined in accordance with Section 5 of this AGREEMENT.

If said deficiencies are not corrected within this time period, the **DEPARTMENT** may, at its option, proceed as follows:

- a. Maintain the **IMPROVEMENTS**, or a part thereof and invoice the **CITY** for expenses incurred; or
- b. Terminate this **AGREEMENT** in accordance with Section 7, remove any or all of the **IMPROVEMENTS** located within the **PROJECT LIMITS**, and charge the **CITY** the reasonable cost of such removal.

5. NOTICES

All notices, requests, demands, consents, approvals, and other communication which are required to be served or given hereunder, shall be in writing and shall be sent by certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

To the DEPARTMENT: Florida Department of Transportation

1000 Northwest 111 Avenue, Room 6205

Miami, Florida 33172-5800

Attn: District Maintenance Engineer

To the CITY: City of Miami Beach

1700 Convention Drive

Miami Beach, Florida 33139 Attention: City Manager

Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided.

6. REMOVAL, RELOCATION OR ADJUSTMENT OF THE IMPROVEMENTS

- a. The **PARTIES** agree that the **IMPROVEMENTS** addressed by this **AGREEMENT** may be removed, relocated or adjusted at any time in the future, at the **DEPARTMENT's** sole discretion. In the event that the **DEPARTMENT** relocates or adjusts the **IMPROVEMENTS**, the **CITY's** maintenance responsibilities will survive the relocation or adjustment, as long as the materials remain within the **PROJECT LIMITS**.
- b. In the event that the **DEPARTMENT** is required to replace the sidewalk at any time as part of maintenance activities, a roadway project, or related construction activities, the **DEPARTMENT** shall replace the same as a concrete type sidewalk, and the **CITY's** maintenance obligations under this **AGREEMENT** shall terminate. However, the **CITY** may, with the approval of the **DEPARTMENT**, upgrade the sidewalk type at its sole cost and expense with the understanding that the **CITY** shall assume all maintenance obligations for the upgraded sidewalk, and enter into a new maintenance agreement.

7. TERMINATION

In addition to the provisions of Section 6(b) hereunder, this **AGREEMENT** is subject to termination under any one of the following conditions:

- a. By the **DEPARTMENT**, if the **CITY** fails to perform its duties under Section 3 of this **AGREEMENT**, following the thirty (30) days written notice, as specified in Section 4 of this **AGREEMENT**.
- b. In accordance with Section 287.058(1)(c), Florida Statutes, the **DEPARTMENT** shall reserve the right to unilaterally cancel this **AGREEMENT** if the **CITY** refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the **CITY** pertinent to this **AGREEMENT** unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), of the Florida Statutes.

- c. If mutually agreed to by both parties, upon thirty (30) days written advance notice. An agreement to terminate shall be valid only if made in writing and executed with the same formalities as this **AGREEMENT**.
- d. By the CITY, upon thirty (30) days advance written notice to the **DEPARTMENT**.

Prior to termination of the AGREEMENT under this Section, the CITY shall, at its sole cost and expense, remove all the IMPROVEMENTS and restore the area to a standard concrete sidewalk, in accordance with the DEPARTMENT'S guidelines, standards, and procedures, and to the satisfaction of the DEPARTMENT, and shall further any remaining IMPROVEMENTS, and restore the area to the same or similar condition as existed prior to the installment of the IMPROVEMENTS, in accordance with the DEPARTMENT'S guidelines, standards, and procedures, and to the satisfaction of the DEPARTMENT.

8. TERMS

a. The effective date of this **AGREEMENT** shall commence upon execution by the **PARTIES** and shall continue so long as the **IMPROVEMENTS** remain in place until termination as set forth in Section 7.

b. E-Verify

The CITY shall:

- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
- ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. (Executive Order Number 2011-02)

The CITY shall insert the above clause into any contract entered into by the CITY with vendors or contractors

- hired by the CITY for purposes of performing its duties under this AGREEMENT.
- c. 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.
- d. This **AGREEMENT** shall not be transferred or assigned, in whole or in part, without the prior written consent of the **DEPARTMENT**.
- e. This AGREEMENT shall be governed by and constructed in accordance with the laws of the State of Florida. Any provisions of this AGREEMENT found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions of the AGREEMENT.
- f. Venue for any and all actions arising out of or in connection to the interpretation, validity, performance or breach of this AGREEMENT shall lie exclusively in a state court of proper jurisdiction in Leon County, Florida.
- g. A modification or waiver of any of the provisions of this AGREEMENT shall be effective only if made in writing and executed with the same formality as this AGREEMENT.
- i. The section headings contained in this **AGREEMENT** are for reference purposes only and shall not affect the meaning or interpretation hereof.
- j. No term or provision of this AGREEMENT shall be interpreted for or against either Party because the Party or its legal representative drafted the provision.
- k. The **DEPARTMENT** is a state agency, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this **AGREEMENT** shall be deemed or otherwise interpreted as waiving the **DEPARTMENT's** sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

9. INDEMNIFICATION

Subject to Section 768.28, Florida Statutes, as may be amended from time to time, the CITY shall promptly indemnify, defend, save and hold harmless the DEPARTMENT, its officers, agents, representatives and employees from any and all fines, expenses, fees, losses, taxes, assessments, penalties, costs, damages, judgments, claims, demands, liabilities, attorneys fees, (including regulatory and appellate fees), and suits of any nature or kind whatsoever caused by, arising out of, or related to the CITY's exercise or attempted exercise of its responsibilities as set out in this AGREEMENT, including but not limited to, any act, action, neglect or omission by the CITY, its officers, agents, employees or representatives in any way pertaining to this AGREEMENT, whether direct or indirect, except that neither the CITY nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the negligence of the DEPARTMENT.

The CITY's obligation to indemnify, defend and pay for the defense of the DEPARTMENT, or at the DEPARTMENT's option, to participate and associate with the DEPARTMENT in the defense and trial of any claim and any related settlement negotiations, shall be triggered immediately upon the CITY's receipt of the DEPARTMENT's notice of claim The notice of claim for indemnification indemnification. shall be deemed received if the DEPARTMENT sends the notice in accordance with the formal notice mailing requirements set forth in Section 5 of this AGREEMENT. The DEPARTMENT's failure to notify the CITY of a claim shall not release the the above duty to defend and indemnify the CITY of DEPARTMENT.

The CITY shall pay all costs and reasonable attorney's fees related to this obligation and its enforcement by the DEPARTMENT. The indemnification provisions of this section shall survive termination or expiration of this AGREEMENT, but only with respect to those claims that arose from acts or circumstances which occurred prior to termination or expiration of this AGREEMENT.

The CITY's evaluation of liability or its inability to evaluate liability shall not excuse the CITY's duty to defend

and indemnify the **DEPARTMENT** under the provisions of this section. Only an adjudication or judgment, after the highest appeal is exhausted, specifically finding the **DEPARTMENT** was solely negligent shall excuse performance of this provision by the **CITY**.

CITY OF MIAMI BEACH:

BY:

CITY Manager

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION:

BY:

District Director of
Transportation Operations

ATTEST:

CITY Clerk

LEGAL REVIEW:

BY:

BY:

District Chief Counsel

CITY Attorney

IN WITNESS WHEREOF, the parties hereto have caused these

presents to be executed the day and year first above written.

EXHIBIT 'A'

PROJECT LIMITS

Below are the limits of the **IMPROVEMENTS** to be maintained by the **CITY** under this **AGREEMENT**.

State Road Number: 112

Local Street Names: West 41st Street

Agreement Limits: Indian Creek Drive to Collins Avenue

County: Miami-Dade

EXHIBIT 'B'

CITY OF MIAMI BEACH RESOLUTION

To be herein incorporated once ratified by the ${\bf CITY}$ Board of Commissioners.