RIGHT-OF-WAY USE AGREEMENT (Suntree Master Homeowners Association)

This Right-Of-Way Use Agreement (the "Agreement"), made and entered into by and between Brevard County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), and Suntree Master Homeowners Association, Inc., a Florida corporation (hereinafter referred to as "Association") whose principal address is 7550 Spyglass Hill Road, Melbourne, Florida 32940.

RECITALS

Whereas, the public rights-of-way within the Suntree Master Planned Unit Development located in Brevard County, Florida, more particularly set forth in Attachment A attached hereto and incorporated herein by this reference (the Public Right-of-Way) have been dedicated to Brevard County, Florida; and

Whereas, Association is the declarant under that certain Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for the Suntree Master Homeowners Association, Inc. recorded on July 16, 1977 in Official Records Book 1545, Page 144-168, of the Public Records of Brevard County, Florida, which governs that certain residential neighborhood known as Suntree; and

Whereas, the County and Association desire to enter into this Agreement to supersede that certain Right of Way Use Agreement entered into by the County and Association on November 13, 2012; and

Whereas, the County and Association acknowledge and agree that an inventory, agreed upon by the County and the Association, will be conducted to identify pre-existing Improvements upon a particular Public Rights-of-Way, it is intended that all of the maintenance responsibilities relating to the pre-existing Improvements, which may consist of, but are not limited to, landscaping, signage, hardscape, irrigation, and/or other related improvements installed within the Public Right-of-Way be formally assumed by the Association; and Whereas, the County and Association acknowledge that should improvements not be accepted for maintenance by the Association, the Association shall make reasonable effort to facilitate County coordination with a sub-association or other Association Member for formal assignment of maintenance obligations; and

Whereas, Association desires to improve the Public Right-of-Way at Interlachen Road near its intersection with Wickham Road by installing improvements pursuant to plans and specifications approved by the County in Permit No. 20RW00124. The improvements are depicted in Attachment B, attached and incorporated herein by this reference; and

Whereas, Association desires to improve the Public Right-of-Way by installing future improvements, which may consist of, but are not limited to, improvements for landscaping,

signage, hardscape, irrigation, and/or other related improvements pursuant to plans and specifications approved by the County and further described below; and

Whereas, the County pursuant to the authority set forth in Section 125.01, Florida Statutes, may allow the use of a public right-of-way for purposes which do not conflict with the interests of the public or are in the interests of the public; and

Whereas, the County has determined that use of the Public Right-of-Way by Association for the installation, operation, maintenance, repair and improvement of such improvements to the Public Right-of-Way pursuant to this Agreement promotes the public interest.

Now therefore, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

Section 1. Recitals

The above recitals are true and correct and incorporated into this Agreement by this reference.

Section 2. Definitions

The following terms used in this Agreement shall have the meaning given to such terms below:

- a) Agreement: shall mean this Right-of-Way Use Agreement (Suntree Master Homeowners Association).
- b) Association: shall mean the Suntree Master Homeowner's Association, successors and assigns.
- c) Association Member: shall mean the owner of any unit within the Association that is not a sub-association homeowners association. Examples include other entities such as churches, medical offices, etc.
- d) County: shall mean Brevard County, Florida, a political subdivision of the State of Florida.
- e) Declaration: shall mean the Suntree Master Homeowners Association Declaration pursuant to Paragraph 13 of this Agreement
- f) Designated Premises: shall mean that portion of the Public Right-of-Way more particularly described in Attachment "A" attached hereto and incorporated herein by this reference, where the Improvements, pre-existing or to be installed will be maintained, with the Designated Premises to be more particularly described in the Plans as approved by the County.
- g) Improvements: shall mean those certain improvements previously installed or to be installed by Association within the Designated Premises and maintained by Association in accordance with the provisions of this Agreement as approved by the County pursuant to any Right-of-Way Permit issued by the County.

- h) Plans: shall mean those certain plans for the construction and installation of Improvements which have been approved by Association and the County as part of a Right-of-Way Permit.
- i) Prompt or Promptly: For purposes of Section 8, the term "promptly" shall mean no later than fourteen days after Association receives written notice of the need for maintenance, repairs, or replacements to the applicable Improvements (as may be extended on a day-by-day basis for acts of force majeure beyond Association's control); however, to the extent such maintenance, repairs, or replacements cannot reasonably be completed within fourteen days, the term "promptly" shall mean Association shall commence such maintenance, repairs, or replacements within such initial fourteen day period and shall diligently work to complete such maintenance, repairs, or replacements. For purposes of Section 10, the term "promptly" or "prompt" shall mean no later than fourteen days after Association receives actual notice of the existence of a hazardous condition, or a condition in need of maintenance as required hereunder, at the Designated Premises.
- j) Public Right-of-Way: shall have the meaning given to such term in the first recital set forth above.
- k) Right-of-Way Permit: shall mean the official written approval to begin construction or installation of Improvements according to the application, plans, specifications and conditions approved by the County.

Section 3. Construction and Maintenance of Property

During the term of this Agreement, Association hereby agrees to construct and maintain the Improvements within the Designated Premises in the manner described in this Agreement and as permitted by the County. Improvements shall be constructed and installed in such a manner so as to not cause damage to or interfere with any County improvements or facilities. Any such damage to County improvements or facilities shall be remedied immediately at no cost to the County. Nothing contained in this Agreement shall supersede the terms and conditions of the Landscape Maintenance Services Contract entered into agreement between the County and the Association effective on July 1, 2019.

Section 4. Term

The initial term of this Agreement shall be twenty years commencing with the date of the execution of this Agreement by the County and Association, and shall thereafter be automatically renewed annually unless terminated by either party, in accordance with paragraph 15 Termination herein.

Section 5. Use of Designated Premises

During the term of this Agreement, Association shall use the Designated Premises only for construction and installation of the Improvements and related maintenance thereto. It is hereby mutually agreed and understood that the use of any structure, improvement or facility now or hereafter located on the Designated Premises as part of the Improvements shall be for decorative or informational purposes only and not for human occupancy, nor shall such

Improvements create traffic hazards. It is specifically agreed and understood that the use herein set forth for the Improvements upon the Designated Premises shall be the only use consented to by the County, and that failure to comply with this provision shall be considered a material breach of this Agreement, whereupon the County shall be entitled to immediately terminate this Agreement.

Section 6. Improvements

All Improvements installed and/or permitted upon the Designated Premises by Association shall be maintained by Association on the Designated Premises during the term of this Agreement in accordance with this Agreement and any County issued Right-of-Way Permit. However, the County and Association acknowledge and agree that upon completion of an inventory of preexisting Improvements upon a particular Public Right-of-Way, it is intended that all of the maintenance responsibilities relating to the pre-existing Improvements on that Public Right-of-Way be formally assumed by the Association. Any such maintenance assignments shall be by a written instrument executed by both parties assigning such maintenance responsibilities to the Association, and on behalf of the Association assuming such maintenance responsibilities. Upon the execution of such maintenance assignments, the County shall be released from all maintenance obligations and duties it may or may not have had hereunder and that the County shall thereafter look solely to the Association for the performance of such maintenance. Should the Association refuse to accept maintenance obligations and duties of existing Improvements upon a particular Public Right-of-Way, the Association shall make reasonable effort to facilitate County coordination with a sub-association or Association Member for formal assignment of maintenance obligations via a separate Right of Way Use Agreement. Should the Association, sub-association, and Association Member refuse to accept responsibility for existing improvements and enter into a separate Right of Way Use Agreement, such refusal shall result in the immediate removal of the existing Improvements by the County.

In the event any pre-existing improvements or future improvements cause damage to County property, to include but not limited to, sidewalk/roadway/curb and gutter/drainage inlets, Association will be responsible for prompt repair to such County property. If Association fails to promptly repair the damage, Association will pay the County all costs incurred by the County to repair the damage.

It is hereby agreed and understood that any Improvements placed on or constructed on the Designated Premises and permanently attached thereto, shall remain the property of Association and that Association retains the right to remove such improvement within sixty days of the date of termination of this Agreement, whether by breach or by expiration of its natural term. In the event such Improvements are not removed within sixty days of termination, the Improvements shall become the property of the County, and the County may remove the Improvements. To the extent the County elects to remove any such Improvements, Association shall reimburse the County for the cost of removal within thirty days of receipt of an invoice for such removal expenses.

Section 7. Utilities

Association shall pay all charges for electrical service and other utility services supplied to Association at the Designated Premises for the Improvements during the term of this Agreement.

Section 8. Repairs and Maintenance

During the term of this Agreement, Association shall, at its own expense, maintain the Designated Premises and all Improvements on the Designated Premises in accordance with all applicable County and Florida Department of Transportation current maintenance and safety requirements and as updated and make all necessary repairs and replacements to the Designated Premises and/or the Improvements. Such maintenance, repairs and replacements shall be made promptly as and when necessary. Notification of the need for such repair and/or maintenance may be given to Association by written or electronic communication.

Section 9. Illegal, Unlawful or Improper Use

Association shall make no unlawful, improper, immoral or offensive use of the Designated Premises, nor will Association use the Designated Premises or allow use of the Designated Premises for any purposes other than that hereinabove set forth. Failure of Association to comply with this provision shall be considered a material default under this Agreement. In the event any of the Improvements are deemed a traffic safety hazard by the County or the Florida Department of Transportation, such use shall be deemed an improper use and this Agreement shall be subject to immediate termination.

Section 10. Indemnification and Insurance

Except where limited by law, Association agrees that it will indemnify and save harmless the County from any and all liability, claims, damages, expenses, proceedings and causes of action of every kind and nature arising out of or connected with the use, occupation, management or control of the Designated Premises or any of the Improvements thereon or any equipment or fixtures used in connection with the Designated Premises by Association or its employees or independent contractors. Association agrees that it will, at its own expense, defend any and all actions, suits or proceedings which may be brought against the County in connection with Association's use of the Designated Premises pursuant to this Agreement and that it will satisfy, pay and discharge any and all judgments that may be entered against the County in any such action or proceedings. Association shall include in any contract for work upon or involving the Designated Premises that the contractor shall indemnify and hold harmless the County from liabilities, damages, losses and costs, including but not limited to attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of the contract. The parties acknowledge specific consideration has been exchanged for the provision.

Association further agrees to provide and maintain at all times during the term of this Agreement, without cost or expense to the County, policies of General Liability Insurance insuring Association against any and all claims, demands or causes of action whatsoever for injuries received and damages to property in connection with the use, occupation, management and control of the Designated Premises and the Improvements thereon. Such

policies of insurance shall insure Association in an amount not less than one million dollars to cover any and all claims arising in connection with any one particular accident or occurrence. A certificate of such insurance policies shall be filed with the Public Works Department, 2725 Judge Fran Jamieson Way, Bldg. A. 201, Viera, Florida, 32940, within ten days of the date of execution of this Agreement by Association and the County and annually upon insurance renewal. The County shall be named as an additional insured on the policy that Association secures and endorsed with a provision that entitles the County to thirty days written notice from the insurer of any change or cancellation in said policies. The County's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure or maintain the insurance required herein, nor serve as a waiver of any rights or defenses the County may have.

Association shall also be required to include in any contract for work upon or involving the Designated Premises that the contractor is required to maintain, without cost or expense to the County, the following types of insurance. The policy limits required are to be considered minimum amounts:

- General Liability Insurance in an amount not less than one million dollars combined single limit for each occurrence and to include coverage for Explosion, Collapse, Underground (XCU) hazards.
- Workers' Compensation Insurance (for statutory limits) as required by Florida Statutes, Chapter 440.

Nothing contained in this Agreement shall be construed as a waiver of County's right to the protections of and/or caps on damages afforded by sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the County's potential liability under state or federal law.

Association shall notify the County promptly in writing of any hazardous condition existing on or about the Designated Premises.

All Improvements or personal property constructed or placed on or about the Designated Premises by Association or its employees or independent contractors shall be at the risk of Association, and the County shall not be liable for any damage or loss to any Improvements or personal property located thereon for any cause whatsoever. Association agrees and understands that the County does not and shall not carry liability, theft, or fire insurance on any of said items or facilities to cover Association's interests therein.

Section 11. Right of Entry

It is expressly stipulated that this Agreement is a license for permissive use only and that the construction within and/or upon public property pursuant to this Agreement shall not operate to create or vest any property right in said holder. This Agreement does not relieve Association of local or other jurisdictional requirements. The County or its agents may enter in and on the Designated Premises at any time for any purpose, including inspecting such property or performing other duties of the County as are required by law or by the terms of this

Agreement. Nothing in this Agreement shall limit the County's ability to take necessary and appropriate action to protect property, preserve life, or ensure safety of citizens in any emergency situation. The County shall not be responsible to replace improvements if emergency/safety requires immediate action by the County causing damage or removal of Improvements for preservation of life, safety, and property.

Section 12. Compliance with Statutes

Association shall promptly execute and comply with all statutes, ordinances, rules, regulations, and requirements of all local, state and federal governmental bodies applicable to the Designated Premises for the correction, prevention and abatement of nuisances or other grievances in, upon, or connected with the Designated Premises during the term of the Agreement.

Section 13. Binding Effect; Assignability

This Agreement will inure to the benefit of and will be binding upon the parties hereto and their respective successors and assigns. The Association shall not assign this Agreement or any portion thereof of Association's rights, obligations, or duties hereunder to any party without the prior written consent of the County. In the event the Association does assign this Agreement, the Association and any such assigns shall be jointly and severally responsible for the Association's responsibilities under this Agreement.

Section 14. Independent Contractor

Association shall perform the services under this Agreement as an independent contractor and nothing herein shall be construed to be inconsistent with this relationship or status. Nothing in the Agreement shall be interpreted or construed to make Association or any of its agents or employees to be the agent, employee or representative of the County.

Section 15. Termination

This Agreement may be terminated with or without cause by either party upon sixty days' written notice thereof to the other party; provided, however, that upon termination, Association or, if this Agreement or any portion thereof has been assigned as permitted hereunder, then the applicable assignees of this Agreement, shall, at the request of the County, remove all Improvements to the Designated Premises, or, in the alternative, reimburse the County for the cost of such removal. In the event this Agreement is terminated and the County assumes ownership of the Improvements within the Public Right-of-Way, the County does not assume maintenance responsibility unless expressly provided in writing. Any maintenance performed by the County will not constitute an assumption of maintenance responsibility as may be otherwise assigned by Florida Statute or County Code.

Section 16. Notice; Notice of Breach

Notice under this Agreement shall be given to the County at the office of the County Manager, 2725 Judge Fran Jamieson Way, Bldg. C, Viera, Florida 32940 with a copy to the Public Works Department, 2725 Judge Fran Jamieson Way, Bldg. A. 201, Viera, Florida 32940. Notice under this Agreement shall be given to Association at 7550 Spyglass Hill Road, Melbourne, FL 32940 and by email tfoley@suntreeflorida.com

In the event the County determines Association or any assignee has breached any term or provision of this Agreement, the County shall provide written notice of such breach to breaching party and the breaching party shall have thirty days after receipt of such notice to cure such breach or, if such breach is of a nature that it cannot reasonable be cured within such thirty day period, then the breaching party shall have such longer period to cure the breach as is reasonably necessary provided, however, that if the breaching party commences reasonable action to remedy the breach within such thirty-day period and diligently and continuously prosecutes such remedy to completion so that such breach is cured in a timely manner.

Section 17. Right to Audit Records

In the performance of this Agreement, Association and any assignee shall respectively keep books, records and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related only to the performance of this Agreement (and no other books, records, and accounts of Association or any assignee) shall be open to inspection during regular business hours by an authorized representative of the County upon written notice to Association or any assignee not less than five business days advance notice and shall be respectively retained by Association and each assignee for a period of five years after termination of this Agreement. All books, records and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. All records or documents created by Association or any assignee or provided to Association or any assignee under the terms of this Agreement, are public records and Association and any assignee agree to comply with any request for such public records or documents made in accordance with Section 119.07, Florida Statutes.

Section 18. Waiver

The waiver by the County of any of Association's or any assignee's respective obligations or duties under this Agreement shall not constitute a waiver of any other respective obligation or duty of Association or any assignee under this Agreement.

Section 19. Entirety and Modifications

This Agreement represents the understanding between the parties in its entirety as to the subject matter of this Agreement and no other agreements, either oral or written, exist between the County and Association as to the subject matter of this Agreement. This Agreement may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto, except as otherwise provided herein. Attachment A, which is intended to set forth the Designated Premises of this Agreement, may be modified as Improvements are approved pursuant to the terms of this Agreement. This Agreement is solely for the benefit of the formal parties to this Agreement and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto.

Section 20. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Section 21. Attorney's Fees and Venue

In the event of any legal action to enforce, interpret, or construe the terms of this Agreement, each party shall bear its own attorney's fees and costs. Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

Section 22. Construction of Agreement

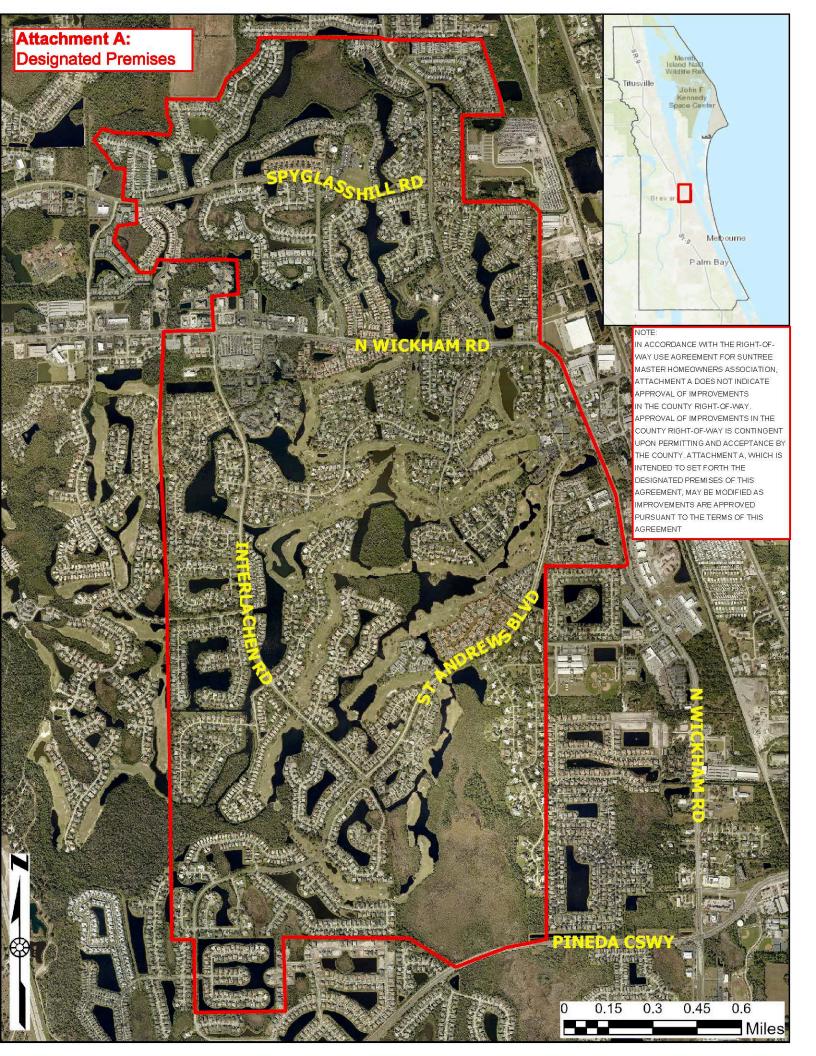
The parties hereby agree that they have reviewed this Agreement, have consulted with legal counsel of their choice, have participated in the drafting of this Agreement and that this Agreement is not to be construed against any party as if it were the drafter of this Agreement.

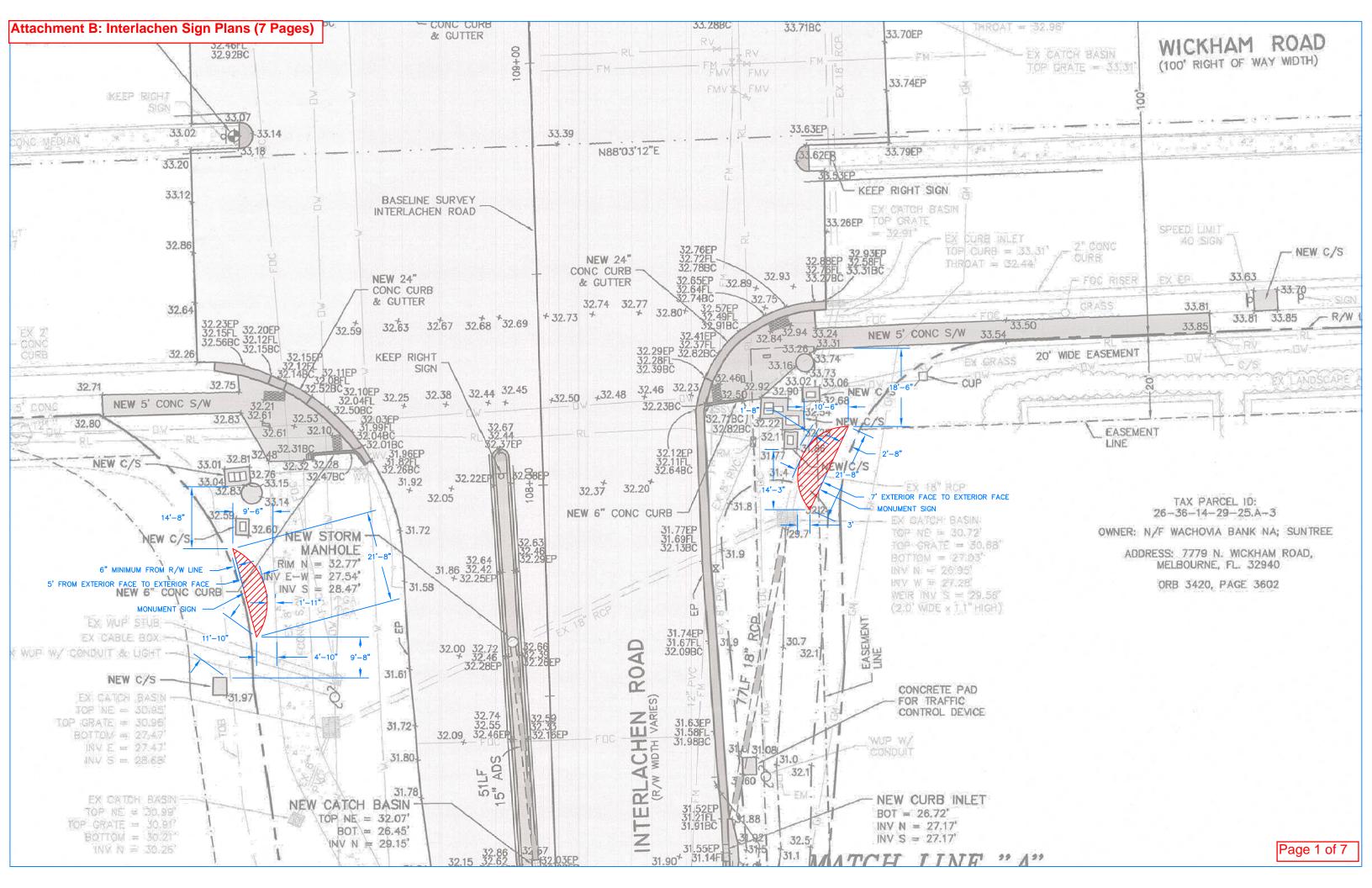
Section 23. Effective Date

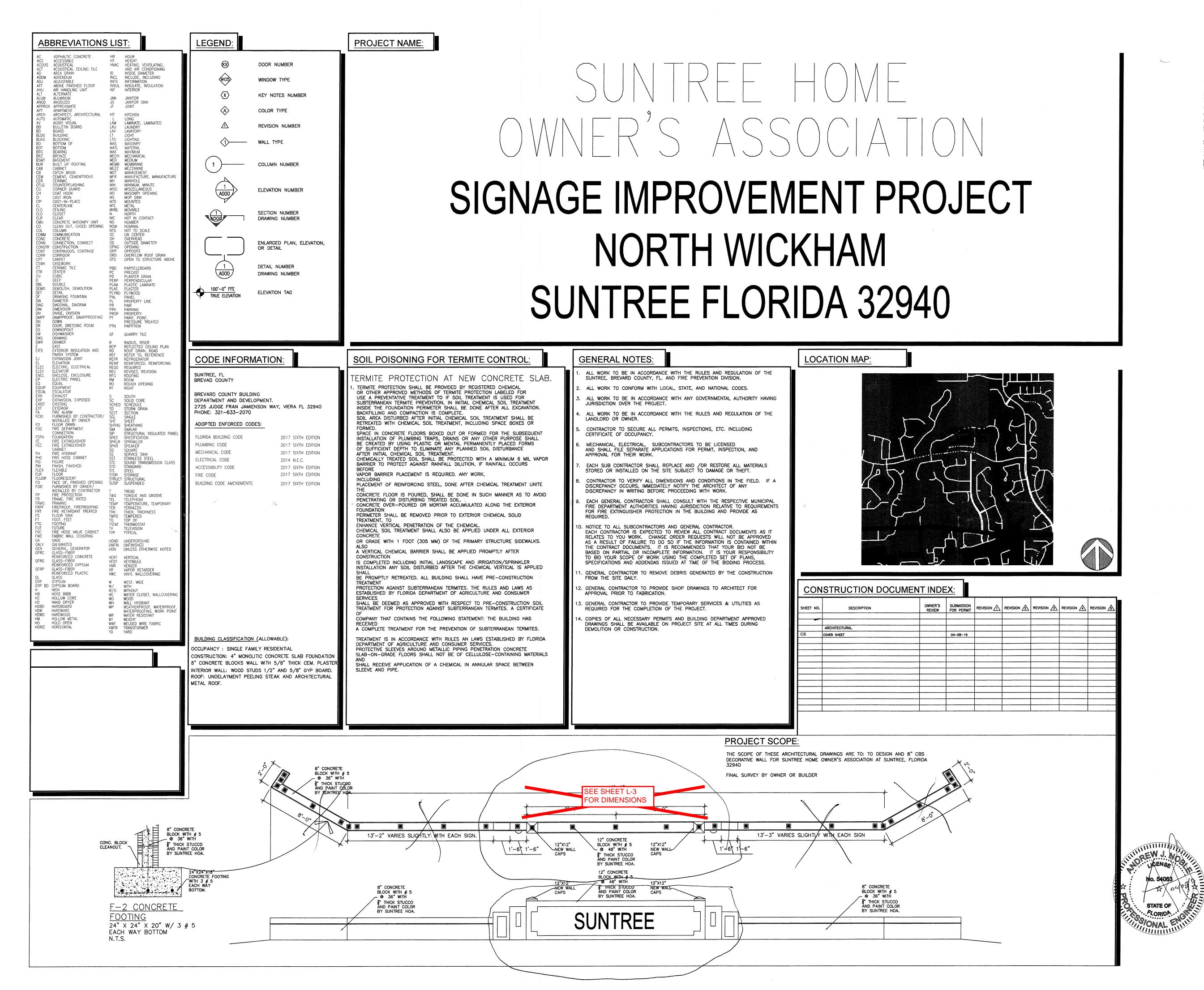
This Agreement shall be effective on the last signature date required set forth below.

In witness whereof, County and Association caused this Agreement to be duly executed in their respective names as of the day and year written below.

Attest:	Board of County Commissioners of Brevard County, Florida					
Scott Ellis, Clerk	Bryan Lober, Chair As approved by the Board on					
Approved as to legal form and content:						
Assistant County Attorney						
	Suntree Master Homeowners Association, a Florida corporation					
Printed name:	Name:Title:					
Printed name:						
STATE OF FLORIDA } COUNTY OF BREVARD}						
The foregoing instrument was acknowled by, Florida corporation, on behalf of the corp	ged before me this day of, 2020, as of Association, a oration, who is personally known to me.					
Notary Public						
Printed Name	_					



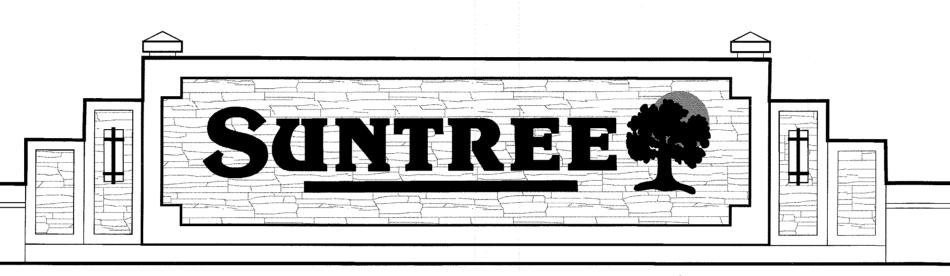


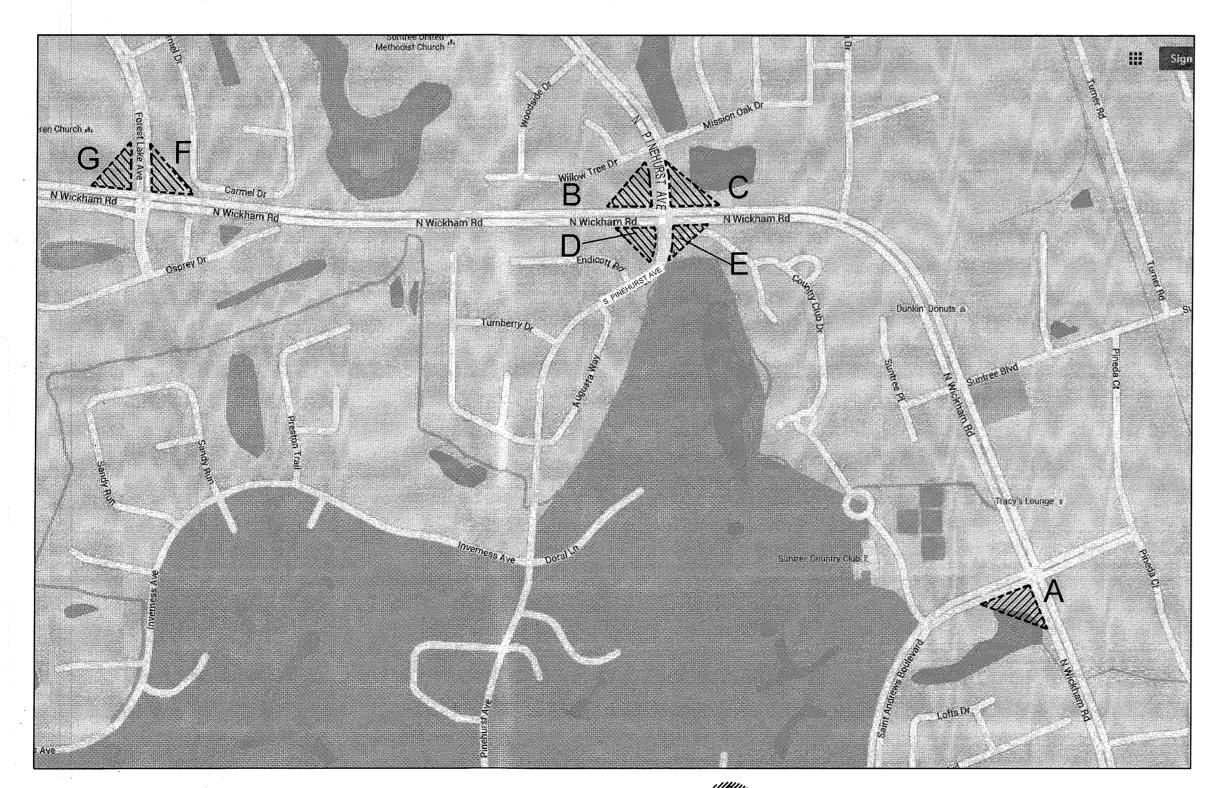


REVISIONS BY: □. □: A. :940 ELECTRICAL: NDRTH WICKHAM SUNTREE FLORIDA 32940 N.T.S. APRII THIS DRAWING IS THE CONFIDENTIAL PROPERTY OF MEJIA @ DUNAND RESIDENTIAL AND GRAPHIC DESIGN FIRM, NOTHING HEREIN MAY COPIED, OR REPRODUCED OR OTHERWISE FURNISHED TO OTHERS WITHOUT OUR CONSENT. 3@HD

DRAWING NUMBER:

SUNTREE HOME OWNER'S ASSOCIATION SIGNAGE IMPROVEMENT PROJECT





IMPORTANT NOTE THIS SCHEMATIC IS BASED ON AN AERIAL PHOTO ONLY AND IS NOT 100% ACCURATE GENERAL CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS, PRIOR TO COMMENCEMENT OF WORK.

OC - ON CENTER

ALWAYS CALL 811

KEY LEGEND

FOR BIDDING AND CONSTRUCTION.

SHEET INDEX

CONC. - CONCRETE C.T. - CLEAR TRUNK CY - CUBIC YARD

LANDSCAPE SPECIFICATIONS

DEMOLITION AND REMOVAL PLAN

COVER SHEET

ABBREVIATIONS

HARDSCAPE PLAN& DETAILS LANDSCAPE PLAN AND LIGHTING PLAN

CAL - CALIPER EA. - EACH EX. - EXISTING

FFE - FINISHED FLOOR ELEVATION FG - FIELD GROWN

FM - FORCE MAIN FTB - FULL TO BASE G - GALLON **GAL - GALLON**

GW - GREY WOOD HT - HEIGHT LF - LINEAR FOOT MT - MULTI TRUNK

OA - OVERALL HEIGHT PLTG. - PLANTING SF - SQUARE FEET

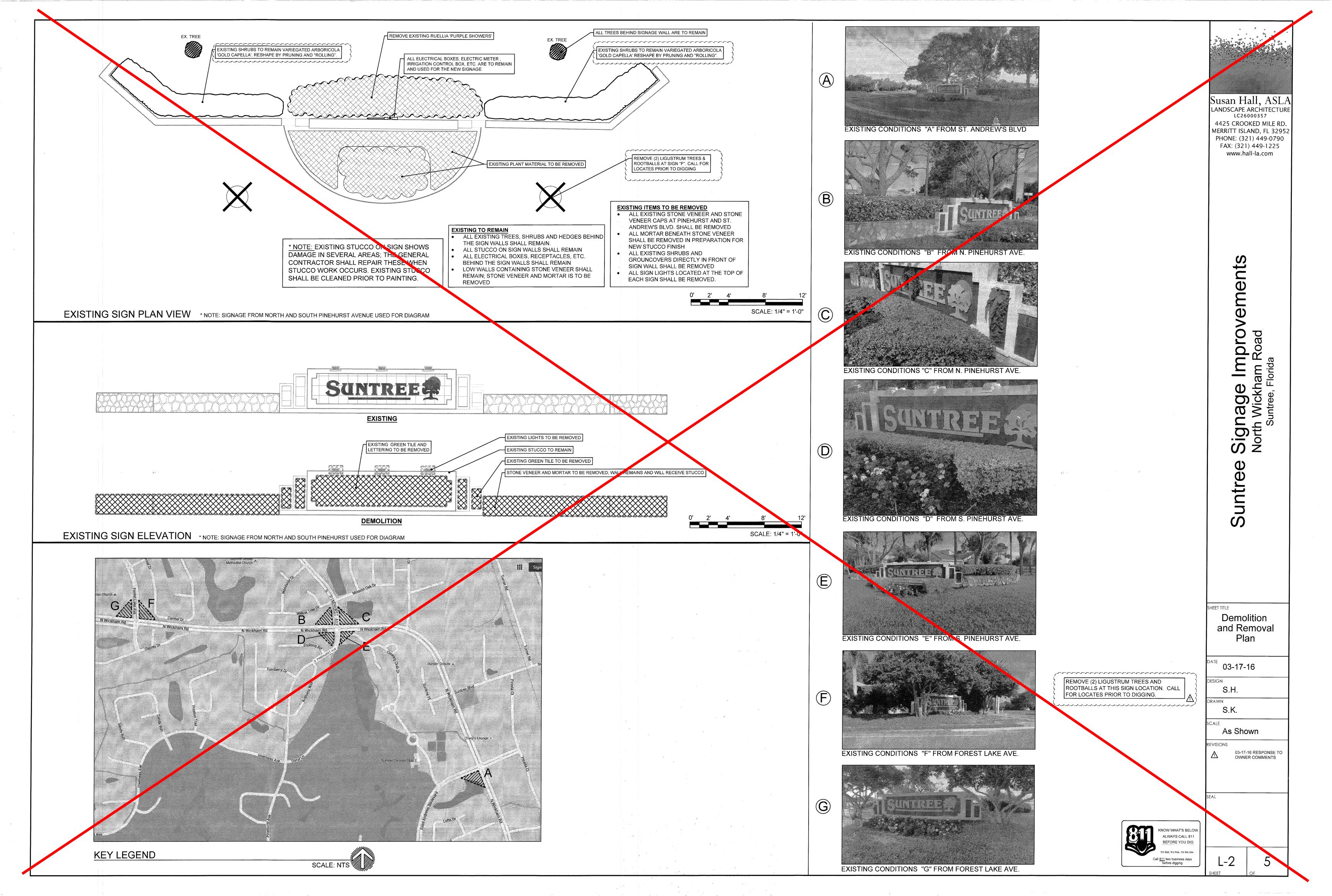
SPD - SPREAD TOB - TOP OF BANK TYP. - TYPICAL

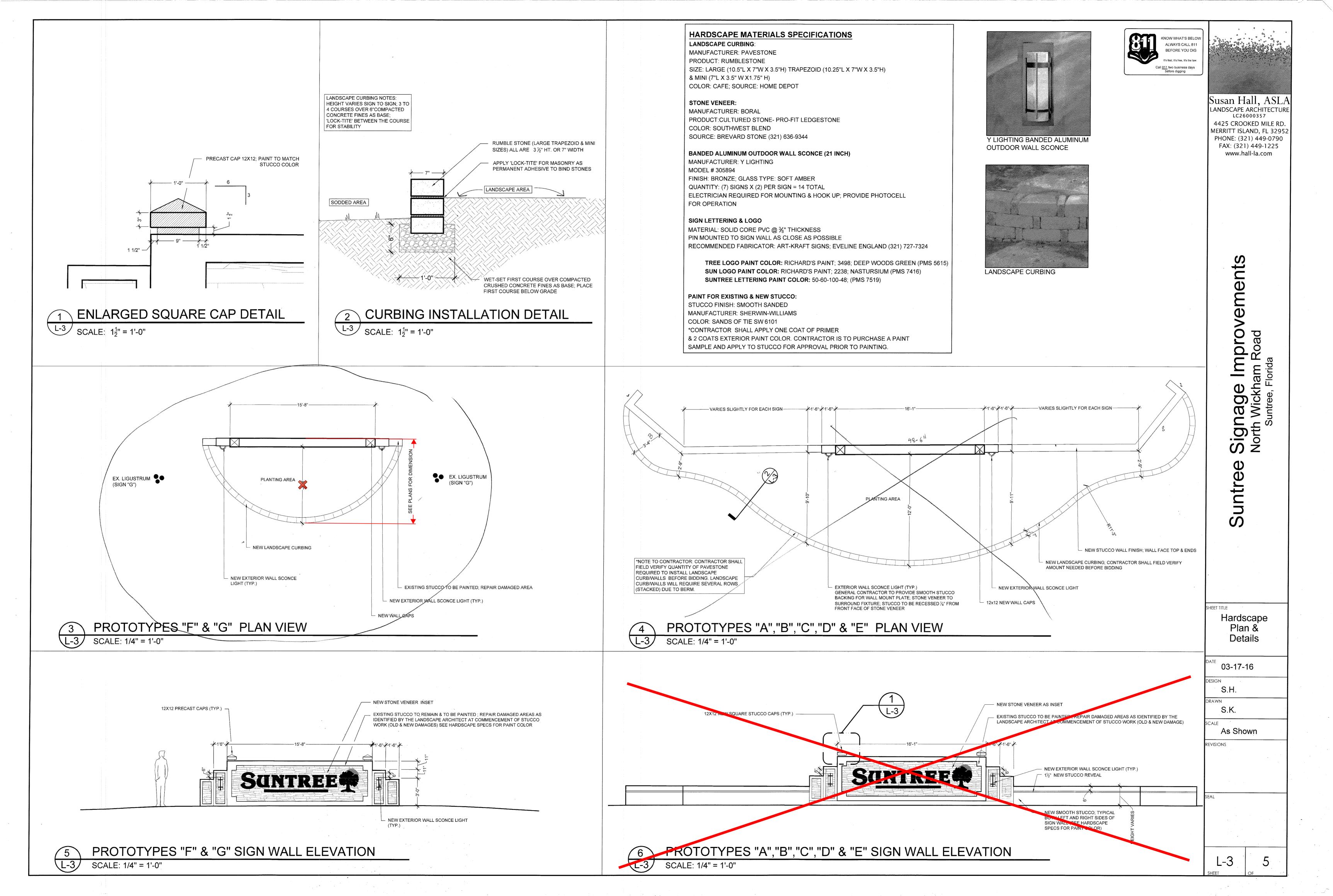
S

Cover

Sheet

03-17-16





Plant List for Prototype "F" through "G"

	SHRU	SHRUBS & GROUNDCOVERS							
	Qī	TY	BOTANICAL NAME	COMMON NAME	INSTALLED SIZE	SPECIFICATIONS	SPACING		
	4	4	llex vomitoria 'Stokes Dwarf'	llex 'Stokes Dwarf	3G	Globes 16x16	As Shown		
	4	4	llex vomitoria 'Stokes Dwarf'	llex 'Stokes Dwarf	7G	Globes 20x20	As Shown		
	2	24	Philodendron selloum	Philodendron selloum	3G	24"x24"	36" ÓC		
	2	2	Ligustrum lucidum	Glossy Privet Tree	100G	8'x8' MT	As Shown		
	4	4	llex vomitoria 'Stokes Dwarf'	Ilex 'Stokes Dwarf	10G	Globes 26x26	As Shown		
Ŋ	2	28	Juniperus chinensis 'Parsonii'	Parson's Juniper	3G	6"x18"	20" OC		
	3	30	Podocarpus 'Pringles'	Podocarpus 'Pringles'	3G	10"x10" Full	12" OC		
H	70	<u>'6</u>	Spacehol Color	Seasonal Color	10	Sac awper	12" 00		

MISCELLANEOUS LANDSCAPE ITEMS Site Prep- Includes Removals & Fine Grading Sod Repair Following Work; Landscape Contractor to field-verify amount needed 5 CY Planting Mix- 33% Clean Sharp Sand, 33% Florida Peat, 33% Well-rotted Wood Chips/Compost 3 CY Mulch; this amount includes areas "F" through "G" Bracing, Guying, Staking & Fertilizing is to be included in the unit price for installed plant material

All material calculations are based on measurements from AutoCAD drawings and do not include shrinkage, cuts & waste, etc. Contractor is responsible for measuring & verifying quantities/calculations for the project.

Maintain landscaping shrub and groundcover heights at 18" maximum. Only plants maintainable at 18" maximum at full maturity shall be used.

QTY	BOTANICAL NAME	COMMON NAME	INSTALLED SIZE	SPECIFIC TIONS	SPACING
10	Codiaeum variega ym 'Mamey'	Croton 'Mamey'	7G	24" Lo" Full	As Shown
10	Codiaeum variegatum Mamey'	Croton 'Mamey'	3G	74"x14" Full	As Shown
10	llex vomitoria 'Stokes Dwan	llex 'Stokes Dwarf'	30	Globes 16x16	As Shown
10	llex vomitoria 'Stokes Dwarf'	llex 'Stokes Dwarf'	/G	Globes 20x20	As Shown
10	Ilex vomitoria 'Stokes Dwarf'	llex 'Stokes Dwarf'	10G	Globes 26x26	As Shown
60	Philodendron selloum	Prindendron selloum		24"x24"	36" OC
425	Juniperus chinensis 'Parsonii'	Parson Juniper	3G	6"x18"	20" OC
75	Podocarpus 'Pringles'	Podocarpus Pringles	3G	10"x10" Full	12" OC
300	Seasonal Color	Seasonal Color	3G		12" OC



SHRUB &GROUNDCOVER PLANTING DETAIL

N.T.S.

SHAPE EXISTING ARBORICOLAS TO BE ROLLED WHEN PRUNED; NO FLAT OR SQUARE CUTS. 2. HAND DIGGING OF ALL NEW LANDSCAPE MATERIALS IS STRONGLY RECOMMENDED DUE TO PRESENT UTILITIES.

EX. TREE FOR SIGNS "F" & "G" THE (2) ACCENT UPLIGHTS SHALL BE USED FOR LIGUSTRUM TREES

LIGHTING PROTOTYPE FOR ALL (7) SIGNS TYPICAL

LANDSCAPE PROTOTYPE "A", "B", "C", "D" & "E"

ST. ANDREW'S BLVD, NORTH PINEHURST, SOUTH PINEHURST & FOREST LAKE AVE

PROTOTYPE FOR ST. ANDREW'S BLVD, NORTH PINEHURST AND SOUTH PINEHURST

SCALE: 1/4" = 1'-0"



LANDSCAPE LIGHTING LEGEND SYMBOL QTY. FIXTURE SPECIFICATION MOUNT TYPE & HEIGHT YARD SENTRY ACCENT V2-35-6-BR-W 8.3WATT STAKE - 16" STAKE MOUNT MINI WALL MWW-20-F-BR-W 3.0WATT YARD SENTRY MINI WALL WASH WASH 12" STAKE STAINLESS STEEL TRANSFORMER W. WALL MOUNTED ON BACK OF **TRANSFORMER** SIGN WALL PHOTOCELL CONTROL 100WATT

LIGHTING NOTES:

ALL CIRCUITS AND CONTROLS BY OTHERS.

PROVIDE DIRECT BURIAL CABLE MINIMUM 8" BELOW GRADE.

4. ALL TRANSFORMERS SHALL BE HARD-WIRED AT THEIR LOCATIONS. NO PLUG-IN TYPE LIGHTING INSTALLER SHALL FLAG LOCATIONS OF FIXTURES WITH LANDSCAPE ARCHITECT, PRIOR

ELECTRICAL NOTES FOR 120 WALL SCONCES

TO COMMENCEMENT OF WORK

SPECIFY LIGHT SCONES REQUIRE 110 V. LICENSED ELECTRICIAN REQUIRED FOR

(3) ILEX 'STOKES DWARF

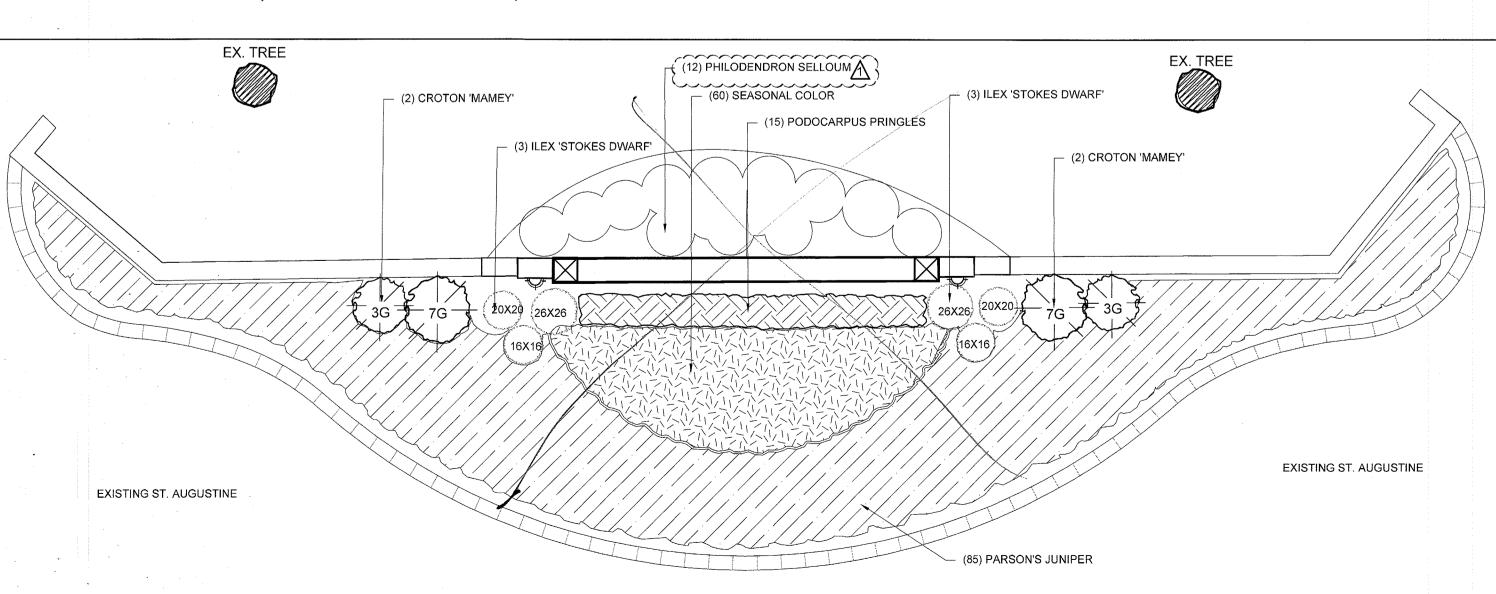
CONTRACTOR TO PROVIDE (2) NEW ELECTRIC RECEPTICALS (GFI) ON BACK OF EVERY SIGN WALL WITH CLEAR BUBBLE COVERS.

(15) PODOCARPUS PRINGLES

- (38) SEASONAL COLORS

(3) ILEX 'STOKES DWAR

(14) PARSON'S JUNIPER



LANDSCAPE PROTOTYPE "F" & "G"

SCALE: 1/4" = 1'-0"

Susan Hall, ASL

LANDSCAPE ARCHITECTURE LC26000357 4425 CROOKED MILE RD. MERRITT ISLAND, FL 3295 PHONE: (321) 449-0790 FAX: (321) 449-1225

www.hall-la.com

ALWAYS CALL 811

BEFORE YOU DIG

Call <u>811</u> two business days before digging

Improvements am Road Signage Im
North Wickham F
Suntree, Florida

Landscape Plan Lighting Plan

> 03-17-16 S.K.

1/4" = 1' - 0"

03-17-16 RESPONSE TO

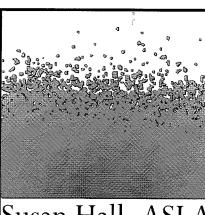
LANDSCAPE SPECIFICATIONS:

- 1.00 GENERAL
- 1.01 The Contractor is reminded that the General Conditions and / or Special Conditions of this contract govern the work of this section of the Specifications whether attached hereto or not. Subcontractors undertaking to perform work under this Section shall be made fully aware of these documents and of their responsibilities and obligations thereunder. In the event of any discrepancies between the drawings and specifications and the following 'Scope of Work', the latter shall prevail.
- 2.00 SCOPE OF WORK
- 2.01 The work of this Section shall include all labor, materials, equipment, appliances, and accessories necessary for the complete performance of all excavation, grading, planting and backfill work in accordance with these Specifications and the Contract Drawing. Without restricting the generality of the foregoing, the items listed below and similar items shown on the Contract Drawings shall constitute the work of this Section:
 - A. Finish grading and final site preparation of all areas to be landscaped.
 - B. Furnishing and incorporating fertilizer and other soil amendments.
 - C. Furnishing plant materials and grass materials and installing same.
 - D. Furnishing and placing 'Planting Mixture' and other miscellaneous items to complete the work.
 - E. Replacement of unsatisfactory plant material.
 - F. Clean-up.
- 3.00 SITE PREPARATION
- 3.01 The Contractor shall provide finish grading and final preparation of all areas to be landscaped to within 2" of finish grade. This will require raking and pulverizing of all areas in order to crumble dirt, clogs and / or debris. The Landscape Contractor shall be responsible for finish grading, which is the top 2" of the site.
- 4.00 MATERIALS
- 4.01 Plant materials shall be furnished by the Landscape Contractor and as indicated on the plans.

 All plant materials shall meet or exceed the following standards.
 - A. Plant species and sizes shall conform with plant list. Nomenclature shall conform to Standardized plant names, in accordance with the latest edition of the Florida Department of Agriculture's Grades and Standards for Nursery Plants.
 - B. All plants shall be nursery grown or as stipulated herein and shall comply with all required inspections, grading standards and plant regulations as set forth in the Florida Department of Agriculture 'Grades and Standards for Nursery Plants', including revisions. Ensure that plant materials are shipped with tags stating the botanical and common name of the plant.
 - C. The minimum grade for all trees, palms, shrubs, and groundcovers shall be Florida No. 1 and shall meet or exceed the size and quality standards of the American Association of Nursery Stock, sponsored by the American Association of Nurserymen, latest addition, unless otherwise indicated and all plants shall be sound, healthy and vigorous, well-branched and densely foliated when in leaf. They shall have healthy, well developed root systems and shall be free of disease and insect pests, eggs or larvae. Florida Fancy material shall be provided where plant list specifies 'specimen'.
 - D. The determining measurements for trees shall be the height and spread, and shall be measured from the top of the plant to the root crown, not to include the immediate terminal growth. Their width shall be measured across the normal spread of the branches. Both measurements shall be made with the plants in their normal position.
 - E. Plants larger in size than those specified may be used with approval of the Landscape Architect at no additional cost to the Owner. If the use of the larger plants is approved, the ball of earth or spread of roots shall be increased proportionately.
 - F. Container grown plants the same quality as balled and burlapped plants may be substituted in lieu thereof. Plants grown in containers shall be delivered and remain in the containers in a shady location until planted. Plants in containers shall be watered prior to transportation and shall be kept moist until planted. The container must be removed prior to planting, with care as not to injure the roots.
 - G. Grass materials shall consist of the following:
 - 1. Sod: Solid sod shall be as indicated on the drawings. Sod must be strongly rooted and free of pernicious weeds. Mow to a height not to exceed 1 1/2" before lifting. Lifts shall have a uniform thickness of 1 inch to 1 1/2 inches. Sod containing nutgrass, lippia water sedge, dollar weed, or other common turfweed species (if applicable), will not be accepted.
 - 2. Sodding installation:
 - a) Sodding shall be done as soon as practical following finish grading. The day before sod installation, the contractor shall rake 50# Milorganite per 1000 sf of area to receive sod. Ground shall be leveled with the back of a rake and sod laid with joints closely butted so that no voids are visible, keeping surface of sod flush with the adjoining seeded areas and or pavements. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod strips; do not overlap. Hand tamp to ensure contact with subgrade, and water thoroughly with a fine spray immediately after laying.

- b) After sod is in place, it shall be top dressed with sufficient sharp, clean 60% sand/40% muck soil mix to fill all voids remaining and thoroughly watered to wash the top dressing into the sodded surface.
- c) All sod areas shall then be rolled using a vibrating #1500 sod roller if deemed necessary by the Landscape Architect, following installation.
- d) It is the Landscape Contractor's responsibility to keep new sod properly watered until completion of the contract. All watering shall meet specifications according to 'Grades and Standards' Section 983.
- H. Substitutions in plant species or size will be made only with prior written permission of the Landscape Architect.
- I. If, in the opinion of the Landscape Architect, materials and/or work do not conform with the plans and specifications, it may be rejected and upon rejection, must be removed immediately from the site by the Contractor and replaced.
- J. The Contractor shall be responsible for the certification and inspection of plant material that may be required by local, state, or federal authorities and shall bear the cost of the same, if any.
- 4.02 Materials used to install the job shall meet or exceed the following standards:
 - A. Planting mix to be used for planting shall be: 1/3 coarse sand, 1/3 Florida peat,1/3 well rotted pine chips or compost. 70% sand / 30% muck shall be used in planters or areas with poor drainage.
 - B. Fertilizers: Fertilizer shall be delivered mixed as specified in standard bags, sealed, and showing weight by analysis and name of manufacturer. Fertilizer shall be stored in weatherproof storage and in such a manner that its effectiveness will not be impaired.
 - C. Mulch: Mulch shall be Mini Pinebark Nuggets or approved equal.
 - D. Water: All water required for the execution of the work shall be supplied at the site by the Owner.
- 5.00 INSTALLATION
- 5.01 The Planting operations used to install the job shall meet or exceed the following standards:
 - A. Excavation of Plant Pits: Plant pit excavations shall be roughly cylindrical in shape, with their side approximately vertical. Pit shall be excavated so that bottom of pit is same depth as root ball. Plants shall be centered in the hole, with the trunk location as shown in the plans. Holes for balled and burlapped plants shall be large enough to allow 12" minimum (depending on root ball size) of back fill around the sides of the root ball, and 12" of back fill beneath the root ball. In all cases the diameter of the plant hole shall be twice the diameter of the root ball. Where excess material has been excavated from the plant hole, the excavated material may be used to backfill to the proper level. Mix existing excavated material in 50% / 50% ratio with new planting soil mix. The Contractor, in excavation for plantings shall take care not to damage underground utilities or other sub-surface obstructions, and shall be held liable for their repair, if damaged.
 - B. Setting Plants: All trees shall be set so, that when settled, the top of the root ball will be flush with the surrounding area of the finish grade or slightly above finish grade. Each plant shall be planted in planting soil mix in the center of the pit. Shrubs shall be set flush with the surrounding finish grade of the planting area. The back fill shall be made with prepared planting in mixture as specified herein and shall be firmly rodded and watered, so that no air-pockets remain. The quantity of water applied immediately upon planting shall be sufficient to thoroughly moisten all of the backfilled earth. Plants shall be kept in a moistened condition the duration of the planting.
 - C. Staking and Guying: All trees shall be staked or guyed as shown in the details and according to the following specifications.
 - 1. Use wide plastic, rubber or other flexible strapping materials to support the tree to stakes or ground anchors that will give as the tree moves in any direction up to 30 degrees. Use strapping material 'Arbor Tie' by Deep Root (800) 458-7668 dark green color, or approved equal. Do not use rope or wire through a hose. Use guy chords, hose or any other thin bracing or anchorage material which has a minimum 12" [300 mm] length of high visibility flagging tape secured to guys, midway between the tree and stakes for safety.
 - 2. Stake trees larger than 1" [25 mm] diameter and smaller than 2" [50 mm] diameter with a 2" by 2" [50 by 50 mm] stake, set at least 2' [0/6 m] in ground and extending to the crown of the plant. Firmly fasten the plant to the stake with flexible strapping materials as noted above.
 - 3. TREES OF 2 TO 3 ½" [50 MM TO 90 MM] CALIPER: Stake all trees, other than palm trees, larger than 2" [50 mm] caliper and smaller than 3 ½" [90 mm] caliper with two 2" by 4" [50 by 100 mm] stakes, 8' [2.4 m] long, set 2' [0.6 m] in the ground. Place the tree midway between the stakes and hold it firmly in place by flexible strapping materials as noted above.

- 4. LARGE TREES: Guy all trees, other than palm trees, larger than 3 ½" [90 mm] caliper, from at least three points, with flexible strapping materials as noted above. Anchor flexible strapping to 2" by 4" by 24" [50 by 100 by 600 mm] stakes, driven into the ground such that the top of the stake is at least 3" [75 mm] below the finished ground.
- 5. SPECIAL REQUIREMENTS FOR PALM TREES: Brace palms which are to be staked with three 2" by 4" [50 by 100 mm] wood braces, toe-nailed to cleats which are securely banded at two points to the palm, at a point one third the height of the trunk. Pad the trunk with five layers of bubble wrap under the cleats. Place braces approximately 120 degrees apart and secure them underground by 2" by 4" by 12" [50 by 100 by 300 mm] stake pads. Paint wood flat dark green exterior paint, two coats.
- 6. TREE PROTECTION AND ROOT BARRIERS: Install tree barriers when called for in the Contract Documents or by the Landscape Architect to protect existing trees from damage during project construction. Place barricades at the drip line of the tree foliage or as far from the base of the tree trunk as possible. Barricades shall be able to withstand bumps by heavy equipment and trucks. Maintain barricades in good condition. When called for in the Contract Documents, install root barriers or fabrics in accordance with the details shown.
- D. Pruning: All broken or damaged roots or branches shall be cut smoothly and the tops of all trees shall be pruned in a manner complying with standard horticultural practice. At the time pruning is completed, all remaining wood shall be alive.
- E. Mulching: Within one week after planting, mulch material shall be uniformly applied to a minimum loose thickness of 2 inches, over the entire area of the backfilled hole or bed. The mulch shall be maintained continuously in place until the time of final inspection, and must be a minimum of 2 inches thick to be accepted. Mulch shall not be placed against stems or trunks.
- F. Fertilizing: Feeding of all trees and specimen shrubs shall be done with a slow release granular 12-6-8 with complete minors turf and ornamental fertilizer, as per manufacturer's instructions. Contractor shall submit and label to the Landscape Architect for approval prior to application.
- 6.00 MAINTENANCE
- 6.01 Maintenance and hand watering of all trees, shrubs and groundcover by the Landscape Contractor shall terminate upon final acceptance of such work, but shall not discharge the Landscape Contractor from his responsibility to honor the guarantee period. Maintenance prior to final acceptance shall include the removal of all dead or dying twigs and branches, the weeding, watering and normal pruning of plant material.
- 7.00 GUARANTEE
- 7.01 The Landscape Contractor shall guarantee and maintain all new field grown trees and all field grown palms for a period of one year. All containerized trees, shrubs, and groundcovers for a period of 180 days, and all sod for a period of 90 days. The Landscape Contractor shall replace at the direction of the Landscape Architect all trees, shrubs, or groundcovers deemed by the Landscape Architect to be unacceptable, due to death or damage; acts of God, Owner negligence and vandalism excepted. The guarantee period shall begin upon substantial completion of the job, as determined by the landscape architect.
- 7.02 New material used to replace material unacceptable to the Landscape Architect, shall be guaranteed for similar period from date of installation.
- 8.00 FINAL INSPECTION AND ACCEPTANCE
- 8.01 The Landscape Contractor shall advise the Landscape Architect in writing at the end of the guarantee period that the project is ready for final inspection. Only upon notification to the Landscape Architect by the Landscape Contractor in writing and subsequent inspection attended by the Landscape Contractor shall the requirements of the guarantee be met.
- 9.00 CLEAN-UP
- 9.01 Upon completion of all work under this section, the Landscape Contractor shall clear the site of all debris, superfluous material and all equipment to the satisfaction of the Landscape Architect
- 9.02 End



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