

Return recorded copy to:
Broward County Highway Construction & Engineering Division
1 North University Drive, Suite 300B
Plantation, FL 33324-2038

Document reviewed by:
Matthew Haber
Assistant County Attorney
115 S. Andrews Avenue, Room 423
Fort Lauderdale, FL 33301

**REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY
AND THE CITY OF MIRAMAR**

This Revocable License Agreement (“Agreement”) between Broward County (“County”), a political subdivision of the State of Florida, and the City of Miramar (“City”), a municipal corporation organized and existing under the laws of the State of Florida (collectively, the “Parties”), is entered into and effective as of the date this Agreement is fully executed by the Parties (the “Effective Date”).

RECITALS

- A. County is the owner of property as shown in the attached Exhibit A (the “Revocable License Area”);
- B. City seeks certain improvements in the Revocable License Area as set forth in Exhibit B (“Improvements”);
- C. The Improvements sought by City will be undertaken by Florida’s Department of Transportation (“FDOT”);
- D. To undertake such Improvements, FDOT requires County’s approval and access to the Revocable License Area;
- E. County is amenable to granting FDOT nonexclusive access and use of the Revocable License Area for the sole purpose of making the Improvements, subject to the terms and conditions set forth herein, which include the City assuming all maintenance obligations set forth in Exhibit C (“Maintenance Obligations”);
- F. City seeks and County is amenable to City’s nonexclusive access and use of the Revocable License Area to make certain improvements in the Revocable License Area, as set forth in Exhibit B (the “Improvements”), and to maintain and repair the Improvements, as set forth in Exhibit C (the “Maintenance Obligations”);
- G. The Improvements and maintenance thereof will benefit the residents of both

County and City; and

H. City has authorized the appropriate municipal officers to execute this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. DEFINITIONS

- 1.1. **Approved Plans** means the construction documents and specifications depicting and defining the Improvements, including all materials to be installed in the Revocable License Area as referenced in the plans submitted to and approved by the Contract Administrator, and filed under F.D.O.T. Project Reference Number FM 430637-2-52-01.
- 1.2. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.3. **Contract Administrator** means the Director of the Broward County Highway Construction and Engineering Division, or designee.
- 1.4. **County Administrator** means the administrative head of County as appointed by the Board.
- 1.5. **County Attorney** means the chief legal counsel for County, as appointed by the Board.
- 1.6. **Division** means the Broward County Highway Construction and Engineering Division.

SECTION 2. GRANT OF REVOCABLE LICENSE

- 2.1. Upon completion of the Improvements by FDOT (and approval by County as specified in Section 4), City shall have a revocable license for nonexclusive access and use of the Revocable License Area solely for the purposes of fulfilling the Maintenance Obligations and other obligations set forth in this Agreement. The Improvements must meet County's Minimum Standards Applicable to Public Right-of-Way Under Broward County Jurisdiction as described in Exhibit 25.A to Section 25.1 of the Broward County Administrative Code.
- 2.2. Other than for the purposes identified in this Agreement, City may not use the Revocable License Area for any other purpose whatsoever without written amendment of this Agreement executed with the same formalities as this Agreement. City may not permit the Revocable License Area to be used in any manner that will violate the terms of this Agreement or any laws, administrative rules, or regulations of any applicable governmental entity or agency.
- 2.3. County shall have full and unrestricted access to the Revocable License Area at all times.
- 2.4. This Agreement is merely a right to access and use and grants no estate in the Revocable License Area to City or any other party.

SECTION 3. CITY'S OBLIGATIONS

3.1. Upon completion of the Improvements by FDOT (and approval by County as specified in Section 4) as set forth herein, City shall become solely responsible, in perpetuity, for the Maintenance Obligations. As part of the Maintenance Obligations, City shall keep the Improvements and the Revocable License Area clean, sanitary, and in good condition consistent with industry-standard maintenance standards and techniques. The Maintenance Obligations shall include all repair and replacement of materials due to any cause, including but not limited to normal wear and tear, acts of God, vandalism, and accidents. City shall promptly replace all defective or unsightly materials, as well as any materials that the Contract Administrator determines, in his/her reasonable discretion, should be replaced for safety reasons or because such materials would interfere with any County property or County operations. All replacements must be approved in writing by the Contract Administrator. In addition, City shall, at its own expense, cure any and all deficiencies or failures by FDOT identified in the Contract Administrator's written notice to City. City shall cure such deficiencies and failures within thirty (30) calendar days after such notice. If City fails to timely comply with its obligations under this Section, County may fulfill such obligations, and then invoice the City for the cost thereof. City shall pay such invoice within thirty (30) calendar days after receipt.

3.2. The City may not make any alterations to the Improvements without first obtaining a permit from the Division and the written approval of the Contract Administrator for such alterations.

3.3. The City shall maintain the Improvements at its own expense and in accordance with the Approved Plans and to the Contract Administrator's satisfaction. City shall not be entitled to any compensation from County for making the Improvements.

3.4. If the Revocable License Area is serviced by any utilities (including but not limited to electricity, water, sewage, or gas), City shall be solely responsible for the costs of such utilities.

3.5. If the Revocable License Area contains an irrigation or water pump system, City shall maintain same in compliance with the requirements set forth in Exhibit C and all applicable rules and regulations of the applicable South Florida Water Management District.

3.6. City may retain a third party to perform the Maintenance Obligations. If City retains a third party for such purpose(s), City shall enter into a written contract with the third party under which the third party agrees to perform the Maintenance Obligations in accordance with the requirements of this Agreement. City shall provide the Contract Administrator with a copy of any such contract(s). Notwithstanding City's use of any third party, City shall remain obligated to make the Improvements and perform the Maintenance Obligations if the third party does not. City may not relieve itself of any of its obligations under this Agreement by contracting with a third party.

SECTION 4. COUNTY'S OBLIGATIONS

4.1. County may inspect the Improvements and may reject work that does not conform to the Approved Plans.

4.2. County shall have no further obligations under this Agreement other than those stated in this Section but may exercise any and all rights it has under this Agreement.

SECTION 5. RISK OF LOSS

Upon completion of Improvements, all Improvements not permanently affixed to the Revocable License Area shall remain the property of City, and all risk of loss for the Improvements (whether permanently affixed or not) shall be City's risk alone. However, City may not remove, replace or alter any of the Improvements without the Contract Administrator's written consent and any required permitting.

SECTION 6. TERM AND TERMINATION

6.1. This Agreement shall begin on the Effective Date and continue in perpetuity unless terminated as provided in this Section.

6.2. This Agreement may be terminated for cause by County if City breaches any of its obligations under this Agreement and has not corrected the breach within thirty (30) calendar days after receipt of written notice identifying the breach. County may, at the option of the Contract Administrator, cause such breach to be corrected and invoice City for the costs of the correction or may terminate this Agreement. If County opts to correct the breach and invoice City for the costs of correction, City shall pay such invoice within thirty (30) calendar days after receipt. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, at County's sole election, be deemed a termination for convenience, which shall be effective thirty (30) calendar days after such notice of termination for cause is provided.

6.3. This Agreement may be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in the written notice provided by County to City, which termination date shall not be less than thirty (30) calendar days after the date of such written notice.

6.4. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate if the County Administrator determines that termination is necessary to protect the public health or safety. Termination under this section shall be effective on the date County provides notice to the City of such termination.

6.5. Upon termination of this Agreement, City shall peaceably surrender its use of the Revocable License Area.

6.6. If County terminates this Agreement, City shall remove all Improvements, materials and equipment installed or placed in the Revocable License Area by City, unless the Contract Administrator, in writing, authorizes City to leave any such Improvements, materials, or equipment in the Revocable License Area. In addition, City shall be obligated to any repair damage to the Revocable License Area resulting from the removal of any Improvements, materials and equipment. If City fails to comply these removal and/or repair obligations within thirty (30) days of termination, County may perform them, and then invoice City for the cost thereof. City shall pay the invoice within thirty (30) calendar days after receipt.

6.7. If County terminates this Agreement, City shall restore the Revocable License Area to its condition before the Improvements or to such condition as approved in writing by the Contract Administrator. If City fails to make such restorations within thirty (30) days of termination, County may make them and then invoice City for the costs thereof. City shall pay such invoice within thirty (30) calendar days after receipt.

6.8. County shall have no obligation to compensate City for any loss resulting from or arising out of the termination of this Agreement.

6.9. If tree mitigation is required as a result of termination of this Agreement, City must obtain a Broward County Environmental Licensing and Building Permitting Division, Tree Preservation Program Agreement required by Chapter 27, Article XIV, Sections 27-401 through 27-414 of the Broward County Tree Preservation and Abuse Ordinance, as may be amended from time to time, to provide for relocation, removal, and replacement per the tree removal Agreement requirements at City's sole cost and expense.

6.10. Notice of termination shall be provided in accordance with the Section 7 of this Agreement, except that notice of termination by the County Administrator, pursuant to Section 6.4 of this Agreement may be verbal notice that shall be promptly confirmed in writing in accordance with Section 7 of this Agreement.

SECTION 7. NOTICES

Whenever either party desires or is required to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, together with a contemporaneous email, addressed to the party for whom it is intended at the place last specified in this Section. The manner in which and persons to whom notice shall be provided will remain the same unless and until changed in writing in accordance with this Section. The Parties respectively designate the following persons for receipt and issuance of notice:

FOR COUNTY:

Director, Broward County Highway Construction and Engineering Division
One North University Drive, Suite 300B
Plantation, Florida 33324-2038
Email: bterrier@broward.org

FOR CITY:

Vernon E. Hargray
City Manager
City of Miramar
2200 Civic Place
Miramar, FL 33025
Email: Vehargray@miramarfl.gov

SECTION 8. INDEMNIFICATION

8.1. City shall indemnify and hold harmless County, and all of County's, past, present, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused in whole or in part, by any intentional, reckless, or negligent act or omission of FDOT or City, or their current or former officers, employees, agents, servants or assigns, arising from, relating to, or in connection with this Agreement. If any Claim is brought against an Indemnified Party, City shall, at its own expense, upon written notice from County defend each Indemnified Party against each such Claim by counsel satisfactory to County, or, at the option of County, pay for an attorney selected by the County Attorney to defend the Indemnified Party.

8.2. County and City are entities subject to Section 768.28, Florida Statutes, as may be amended from time to time, and agree to be fully responsible for the negligent or wrongful acts and omissions of their respective agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement or any other contract.

8.3. If City contracts with a third party to perform any of City's obligations under this Agreement, City shall enter into a contract with such third party, which contract shall include an indemnification provision by such third party in favor of the Indemnified Party using the language provided in Section 8.1.

8.4. The provisions of this Section 8 shall survive the expiration or earlier termination of this Agreement.

SECTION 9. INSURANCE

9.1. City is a governmental entity and is fully responsible for the negligent or wrongful acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

9.2. Within five (5) calendar days after request by County, City must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If City holds any excess liability coverage, City must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to County.

9.3. If City maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to such broader coverage and higher limits on a primary and non-contributory basis.

9.4. The foregoing requirements shall apply to City's self-insurance, if any.

9.5. If City contracts with one or more third parties to perform any of City's obligations set forth herein, City shall require that each third party procure and maintain insurance coverage that adequately covers the third party's exposure based on the services provided by that third party (and any subcontractors retained by the third party). City must ensure that all such third parties name "Broward County, Florida" as an additional insured and certificate holder under the applicable insurance policies. City shall not permit any third party to provide services required by this Agreement until the insurance requirements of the third party under this Section are met. If requested by County, City shall furnish evidence of all insurance required by this Section.

9.6. County reserves the right to periodically review any and all insurance policies required by this Agreement and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Agreement.

SECTION 10. MISCELLANEOUS

10.1. Independent Contractor. City is an independent contractor under this Agreement. In performing under this Agreement, neither City nor its agents shall act as officers, employees, or agents of County. City has no power or right to bind County to any obligation not expressly undertaken by County under this Agreement.

10.2. Third Party Beneficiaries. Neither City nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

10.3. Assignment and Performance. Neither this Agreement nor any right or interest herein may be assigned, transferred, or encumbered by City without the prior written consent of County, which consent may be withheld in County's sole discretion. City represents that each person and entity that will perform services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. City agrees that all services under this Agreement will be performed in a skillful and respectful manner, and that the quality of all such services will equal or exceed prevailing industry standards for the provision of such services.

10.4. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. County's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of this Agreement.

10.5. Compliance with Laws. City shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and

obligations pursuant to this Agreement.

10.6. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter. It may not be modified or terminated except as provided in this Agreement. If any provision is deemed invalid by a court of competent jurisdiction, it shall be considered severed from this Agreement, and such severance shall not invalidate the remaining provisions.

10.7. Joint Preparation. This Agreement has been jointly prepared by the Parties and will not be construed more strictly against either party.

10.8. Interpretation. The headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement include the other gender, and the singular includes the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section of this Agreement, such reference is to the section as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection.

10.9. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any Exhibit attached hereto or referenced or incorporated herein and any provision in this Agreement, the provisions contained in this Agreement shall prevail and be given effect.

10.10. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement will be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for litigation arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

10.11. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein will be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Parties.

10.12. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

10.13. Representation of Authority. Each individual executing this Agreement on behalf of a party represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf

of such party and does so with full legal authority.

10.14. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same Agreement.

10.15. Nondiscrimination. No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

10.16. Time of the Essence. Time is of the essence for City's performance of all obligations under this Agreement.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2020, and City of _____, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor/Vice-Mayor
____ day of _____, 2020

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Matthew
By _____
Haber
Matthew Haber (Date)
Assistant County Attorney

Digitally signed by Matthew Haber
DN: cn=Matthew Haber, o=Broward
County, ou=CAO,
email=mhaber@broward.org, c=US
Date: 2020.09.04 09:51:13 -0400

MICHAEL KERR
By _____
Michael Kerr (Date)
Deputy County Attorney

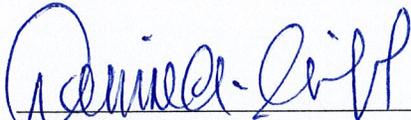
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Date: 2020.09.04 09:55:20 -0400

2020-03-13 Revocable License Agreement with City – Template
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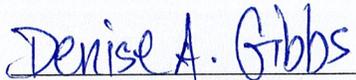
REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF
MIRAMAR

CITY OF MIRAMAR

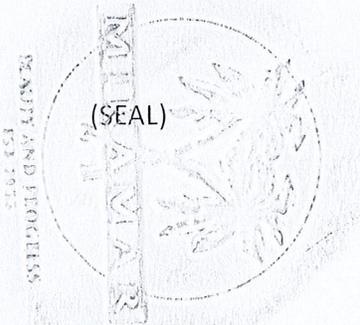
ATTEST:



Municipal Clerk



(Print/Type Name)

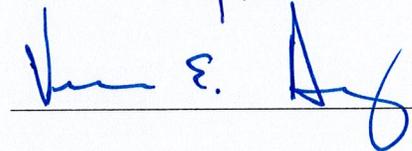


CITY OF MIRAMAR

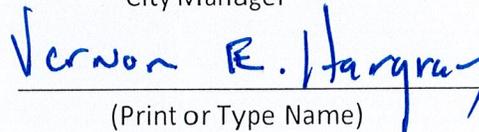
By _____
Mayor-Commissioner

Mayor-Commissioner (Print/Type Name)

2 day of September, 2020.

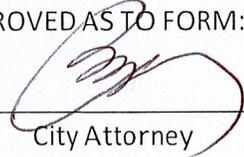


City Manager



(Print or Type Name)

APPROVED AS TO FORM:

By 

City Attorney

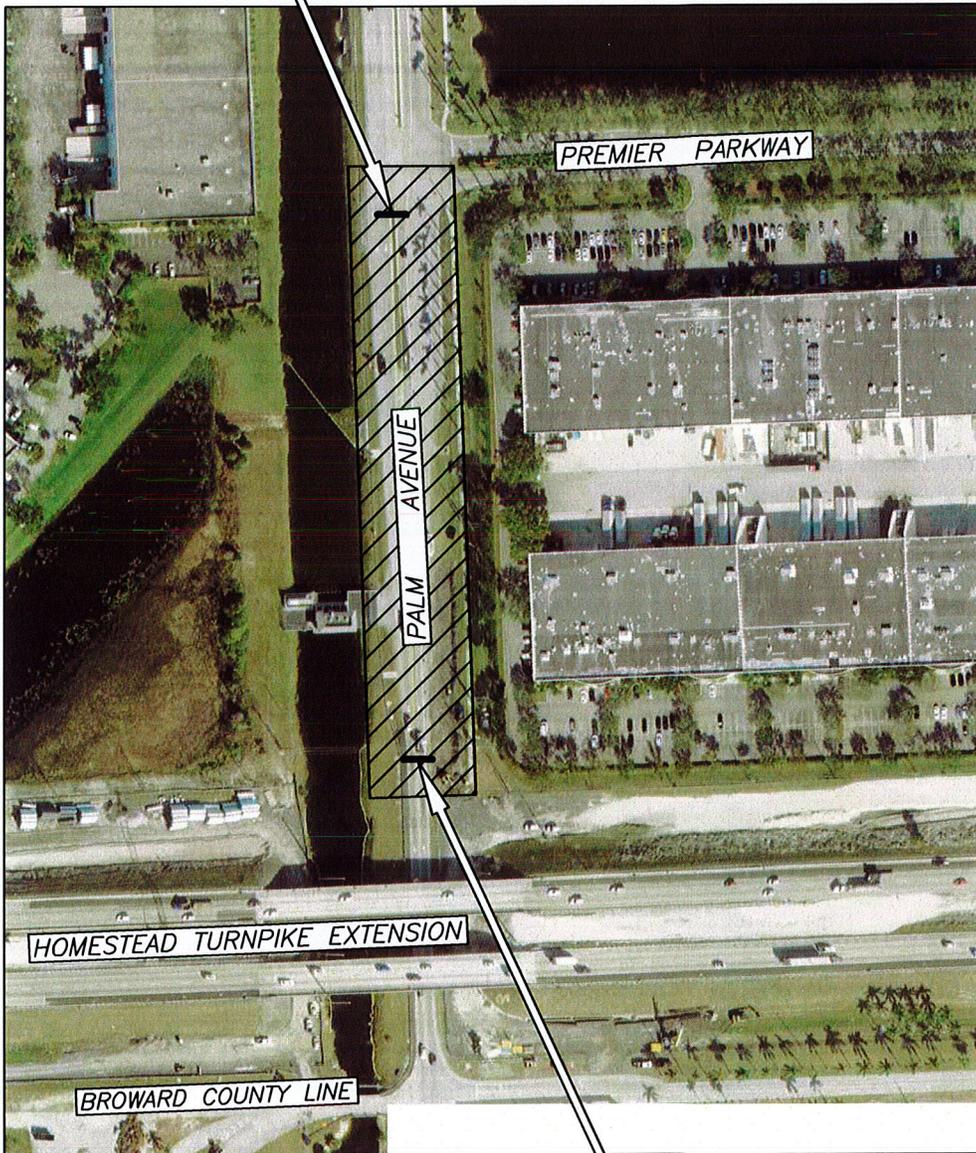
LOCATION MAP

Revocable License Agreement between Broward County and the City of Miramar for the installation of landscaping and irrigation within the median and east swale of Palm Avenue from approximately 50 feet north of the Homestead Turnpike Extension Right of Way to south of Premier Parkway in the City of Miramar.



END LANDSCAPING
PROJECT

EXHIBIT "A"



START LANDSCAPING
PROJECT

LEGEND



REVOCABLE LICENSE AGREEMENT AREA

SHEET 1 OF 1

Scale: Not To Scale	Drawn by: JAT	Date: 5-27-20	Checked by: CAD	Date: 5-27-20	File Location: E:\RW\Location Maps\AGREEMENTS\Palm Ave. 2020-1.dwg
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EXHIBIT "B"

SCOPE OF IMPROVEMENTS:

This Revocable License Agreement between Broward County and City of Miramar is for the installation of landscaping and irrigation within the median and east swale of Palm Avenue from approximately 50 feet north of the Homestead Turnpike Extension Right of Way to south of Premier Parkway in the City of Miramar.

All work and maintenance will be according to the Florida Department of Transportation approved Landscape Plans, Project Number FM 430637-2-52-01.

EXHIBIT C

Broward County Highway Construction and Engineering Division Revocable License Agreement Minimum Maintenance Performance Requirements

General Requirements

Licensee hereby agrees to provide landscape maintenance in the Revocable License Area as described herein and in accordance with all articles of this Agreement. The specifications herein are the minimum standards and do not prevent the Licensee from performing any additional measures necessary to ensure proper landscape maintenance. The Licensee shall care and maintain all installed landscape, irrigation, and any decorative specialty hardscape treatments placed in the Revocable License Area. Licensee shall:

- Properly fertilize all vegetation.
- Keep all vegetation as free from disease and harmful insects as possible.
- Properly mulch the vegetation beds and keep them free from weeds.
- Cut the grass in order to maintain a neat and proper appearance.
- Prune all plants to remove all dead or diseased parts of plants and all parts of plants which present a visual hazard or physical obstacle to the designated use of the areas.
- Remove and replace all vegetation that is dead or diseased or that otherwise falls below the initial level of beautification of the Revocable License Area and ensure that such vegetation is of the same grade as specified in the original approved plans and specifications and the same size as those existing at the time of replacement.
- Remove litter and illegal dumping from the Revocable License Area.
- Maintain irrigation in working order, including the maintenance and replacement of pumps, pipes, and sprinkler heads.

Irrigation

Routine and preventive maintenance and repair of the irrigation system includes but is not limited to the following:

- Adjusting all heads for proper operation and direction such that they do not spray into or across roadways, walkways, or other vehicular or pedestrian areas.
- Clearing away grass, debris, or vegetation that may hinder the operation of the sprinkler heads. All valve boxes must remain free of vegetation and be visible at all times.
- Inspecting irrigation system for clogged or improperly set nozzles and spray heads, adjusting heads, and replacing them as needed.
- Replacing any broken pipes, solenoids, electric valves, rain sensor heads, and all other related parts that may negatively impact the irrigation system.
- Regular inspection of the system and re-filling of the tank holding the rust inhibitor chemicals, if applicable.

Vegetation

- All ground cover, including shrubs, plants, bushes, bases of palms and hedges, will be trimmed and pruned to maintain a neat and proper appearance.
- Maintain a maximum height of twenty-four (24) inches to ensure sight visibility per Florida Department of Transportation / Broward County guidelines.
- Ground cover, shrub beds, mulch, and other areas must remain weed-free and all undesirable vegetation, including vines, must be removed. Trash/litter must be cleaned regularly.
- All ground cover will be trimmed, pruned, and thinned to retain its natural form in proportionate size to one another. Aesthetic pruning of ground cover shall include the removal of dead and/or broken branches.
- At the completion of each ground cover trimming operation, all material trimmed will be removed from the site, along with any trash/litter in the Revocable License Area.
- Monitor and control insects and ant mounds.

Mulch

- All mulched areas will be replenished at a minimum of once a year. Mulch should be maintained to a depth of three (3) inches.
- The preferred species of mulch is shredded melaleuca or pine bark.

Tree and Palm

- The tree and palm tree pruning will be done in accordance with Article 11 of the Broward County Natural Resource Protection Code, Code of Ordinances. Tree-trimming will be performed by a contractor that is in possession of a Broward County tree-trimming license (minimum Class "B" license).
- Maintain a clearance of 14'- 6" from grade to lowest limbs of tree over vehicular travel lanes and 7'- 0" clearance over pedestrian walkways.
- Maintain travel lanes clear of any palm fronds, branches or debris.
- Dead fronds from palm trees must be removed from the ground immediately. Sabal and Washington Palms must be thinned of dead or dying fronds twice annually.
- Canopy Trees must be pruned to remove sucker growth and to maintain clear visibility between grade and a height of at least 7'- 0". All damaged, dead, or diseased limbs resulting from weather or pests must be removed upon discovery of defective condition.
- Ornamental Trees such as Cattley Guava, Ligustrum and Oleander Standards must be pruned by thinning to maintain shape of tree on a semi-annual basis.

Tree Fertilization

- Canopy Trees (up to three 3" caliper) must be fertilized to maintain good health.
- All palms must be fertilized three (3) times per year.