## **DEPARTMENT**

### OF TRANSPORTATION

Post Office Box 6884 Jacksonville, Florida 32236

BEN G. WATTS SECRETARY

April 03, 1991

Ms. Victoria Robas P. O. Box 1543 Fernandina Beach, Florida 32034

Re: Section 74060, State Road 200

Wildflower Planting on State Road 200

Memorandum of Agreement Permit Number: MOAJ-0052

Dear Ms. Robas:

Please find enclosed an approved Memorandum of Agreement granting you permission to plant wildflowers within the limits of the enclosed, approved Memorandum of Agreement.

All work shall conform to Florida Department of Transportation rules and guidelines. You are reminded that failure to conform, as outlined, may cause revocation of this Agreement and all agreements on record with the Department.

Please contact my office at (904) 695-4000 twenty four (24) hours prior to beginning work, in order to discuss work performance.

Thank you for your cooperation in this matter.

Sincerely,

Carol A. Worth

Assistant Maintenance Engineer, Permits

CAW: kn

enclosure:

cc: J. T. Dyal, Jr., District Permit Engineer

C. Snelling, Inspector

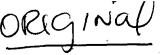
Carol a. Worth

A. Slaughter, Area Engineer

file

Form 616-16 07/86

# Florida Department of Transportation REQUEST FOR PLANTING OF WILDFLOWERS



INSTRUCTIONS: Send this form to the appropriate District Maintenance Engineer (addresses on reverse side) not less than 60 days in advance of either the February-March or October-November planting season. You will be notified of FDOT approval of seed and planting site by return of a copy of the form. Seed must be delivered to the Maintenance Engineer designated below not less than 5 days prior to the first day of planting period.

ORGANIZ	ZATION OR INDIVIDUAL:	NASSAU COUNTY BEAUTI	FICATION BOAR	D
ADDRESS	P.O. BOX 1010	FERNANDINA BEA	ACH, FLORIDA	32034
	Street or P. O.	Вох	City	Zip Code
Indian	TYPE SEED (Common name) Blanket, Coreopsis, Cos	QUANTITY (Lbs.) mos (yellow)		<b>WILL PLANT</b> (Siz <b>e</b> area)
	la, Black Eyed Susan, Fl	ox and	Appr	ox. 2.5 - 2.8 acres ±
Verbena	<u> </u>		- <del></del>	
LOCATIO and Sad	ON OF DESIRED PLANTING States at the states of the states	SITE: Westerly appr Clinch Drive estending	oach to inter northward to	section of SR 200 (A1A) Bonnieview Road
OTHER C	COMMENTS:			
	Dia Kilas	(904)	261-6173	2/18/91
4	Signature: Victor		elephone	Date
*If sub authori	Chair bmitted by an organizat	man, NCBB i <b>on, signature must b</b> e	e that of a p rson and coor	residing officer or other dinator of the activity.
		TO BE COMPLETED BY	FDOT	
Seed ap	pproved [ ] Yes [ ] No	Furnish seed to: _		
Site ap	pproved [ ] Yes [ ] No		Maintenanc	e Engineer Telephone
		<del></del>		Address
Alterna	ate site and/or other c	omments:	·	
				•
			District Ma	intenance Engineer
cc: A	pplicant		UISCI ICC MO	initenance unymeer
	Maintenance Engineer			Date:
				Date

#### MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this  $15^{\frac{1}{10}}$  day of  $\frac{1}{10}$ , by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a Component Agency of the State of Florida, hereinafter called the "Department" and the BOARD OF COUNTY COMMISSIONERS, NASSAU COUNTY, FLORIDA, hereinafter called "COMMISSION."

1. The COMMISSION desires to plant wildflowers, more specifically described as: Blanket Flower or Indian Blanket, Coreopsis, Cosmos (Yellow), Ratibida, Black Eyed Susan, Flox and Verbena (Tenuisecta). The area to be planted is located in Nassau County, Amelia Island, Florida along the westerly approach to the interesection at SR 200 (AlA) and Sadler Road, beginning at Clinch Drive extending northward to Bonnieview Road, in an area three (3) feet from the curb on the west side of SR 200 to the easement line.

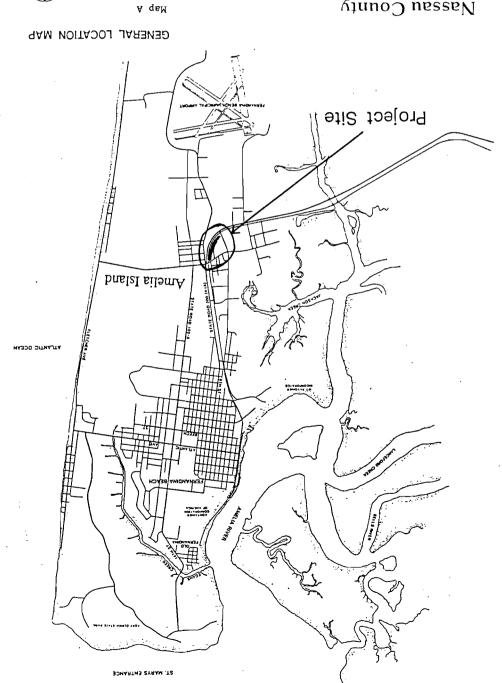
Attached Map A is a General Location Map showing project area. Exhibit A is DOT Road Plan identifying proposed planting area. Currently this area is grass and no clearing is required to plant wildflowers. However there will be some ground preparation required.

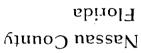
- 2. THE COMMISSION agrees that if permits are required for this project, the Commission will be responsible for obtaining said permits.
- 3. The COMMISSION covenants and agrees that it will indemnify and hold harmless DEPARTMENT and all of DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the COMMISSION during the performance of the contract, whether direct or indirect, and whether to any person or property to which DEPARTMENT or said parties may be subject, except that neither the COMMISSION nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of DEPARTMENT or any of its officers, agents or employees.
- 4. The FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT II SECRETARY shall decide all questions, difficulties and disputes of any nature whatsoever relating to the maintenance of said area that may arise

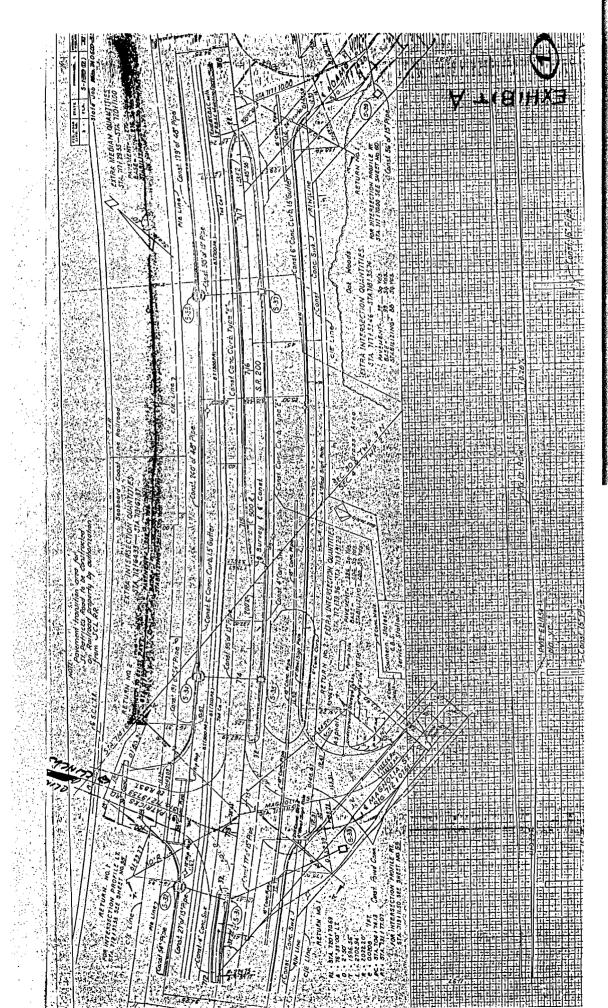
under or by reason of this AGREEMENT, the prosecution or fulfillment of the services hereunder and the character, quality, amount and value thereof; and his final decision upon all such claims, questions and disputes relating to maintenance shall be final and conclusive upon the parties hereto. Claims of third parties shall not be subject to this paragraph.

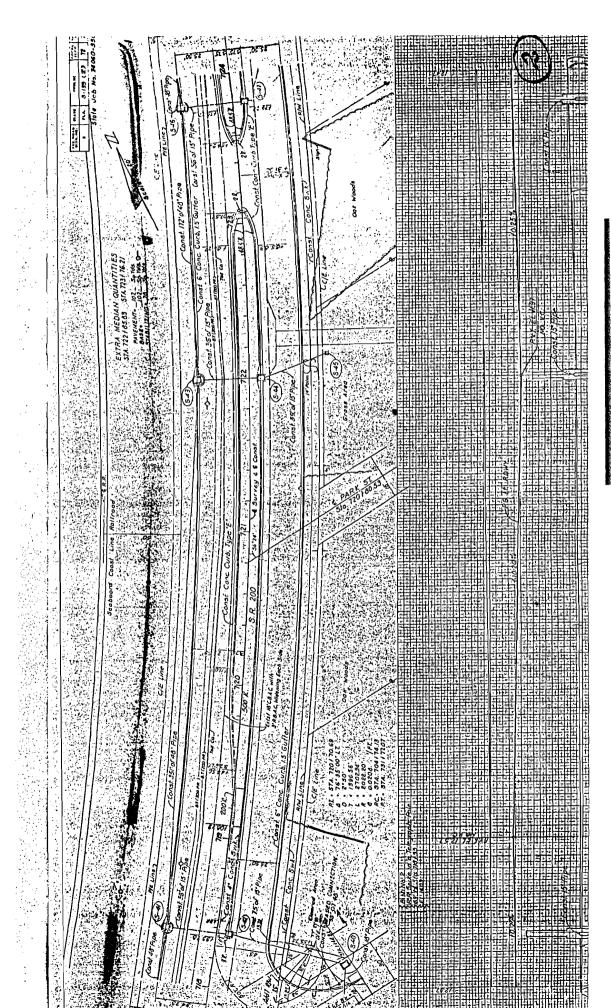
- 5. The COMMISSION agrees to notify the local Maintenance Engineer twenty-four, (24), hours in advance of starting construction.
- 6. The COMMISSION hereby understands that this Agreement will be submitted to the DEPARTMENT yearly for their approval.
- 7. This Agreement is non-transferable and non-assignable in whole or in part.

or in part.	
WITNESSES:  May Daniel Charleson	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  By:  F.O. Fearnside, III, District Maintenance Engineer  ATTEST:  ATTEST:
	By Recommendation:
witnesses:	NASSAU COUNTY BEAUTIFICATION BOARD  By: Klu B Color  Victoria B. Robas Its: Chairman
witnesses:	BOARD OF COUNTY COMMISSIONERS, NASSAU COUNTY, FLORIDA
	By: James B. Higgenbotham Its: Chairman Attest:

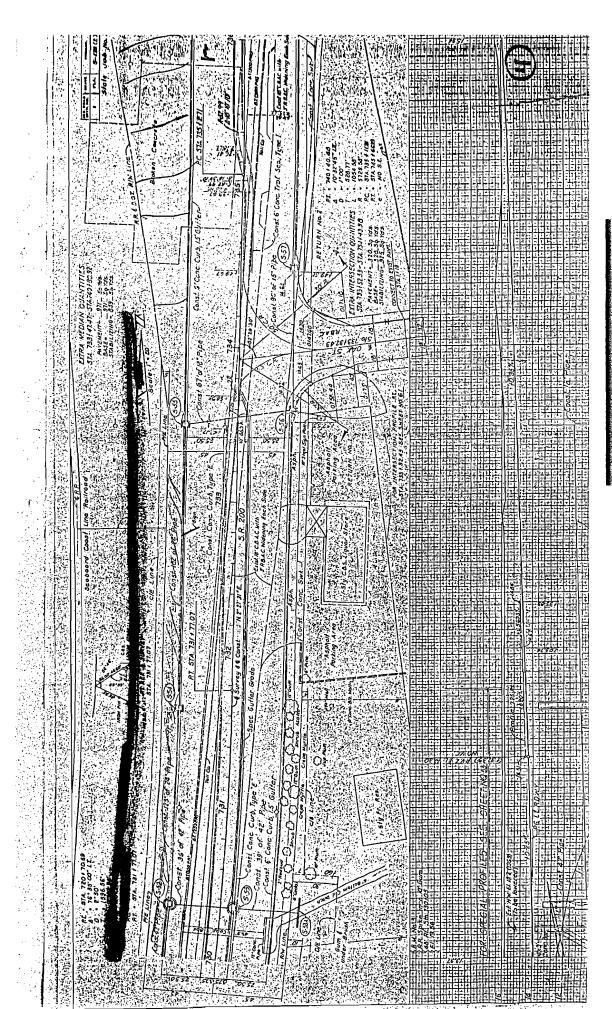


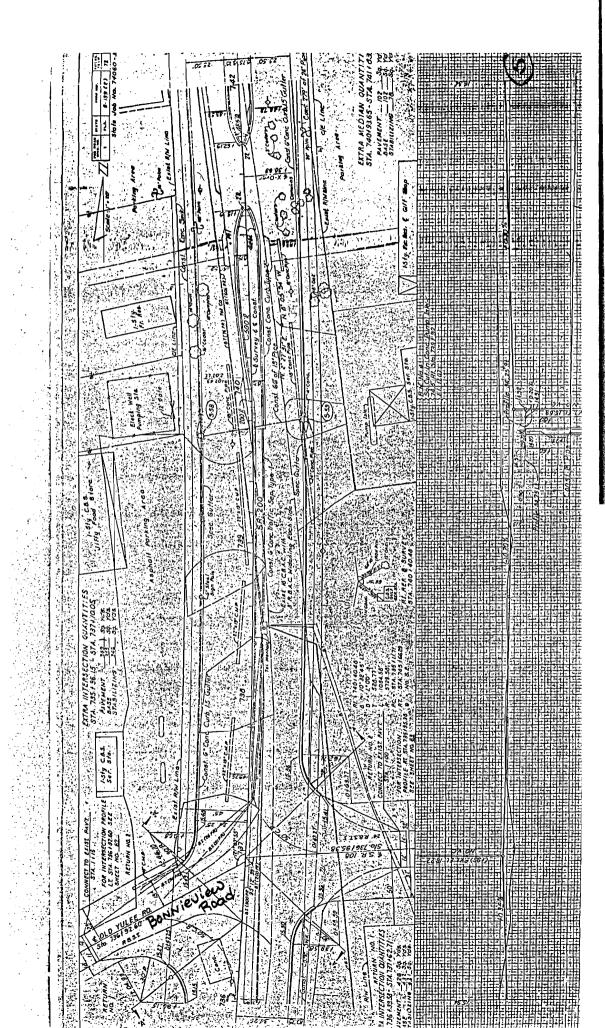






72.6.27 \$ 2.00 | 12.1 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | Canst :03'5/ 42" Ape .... 2/2 Line | State | March | State | Stat





### MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of 1991, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a Component Agency of the State of Florida, hereinafter called the "Department" and the BOARD OF COUNTY COMMISSIONERS, NASSAU COUNTY, FLORIDA, hereinafter called "Commission."

- 1. THE COMMISSION desires to plant various pittosporum, parsoni juniper, annual flowers and viburnum on the northeast and southwest corners of the intersection located at AlA and Sadler Roads, Nassau County, Florida. Attached Map A is a General Location Map showing the intended planting area. Exhibit A is a landscape drawing showing design and species list. There are currently palm trees on these locations which will not be removed. The planting is designed to enhance and beautify the existing plantings as per attached plan.
- 2. THE COMMISSION agrees that if permits are required for this project, the Commission will be responsible for obtaining said permits.
- 3. The COMMISSION covenants and agrees that it will indemnify and hold harmless DEPARTMENT and all of DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the COMMISSION during the performance of the contract, whether direct or indirect, and whether to any person or property to which DEPARTMENT or said parties may be subject, except that neither the COMMISSION nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting form the sole negligence of DEPARTMENT or any of its officers, agents or employees.
- 4. The FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT II SECRETARY shall decide all questions, difficulties and disputes of any nature whatsoever relating to the maintenance of said area that may arise under or by reason of this AGREEMENT, the prosecution or fulfillment of the services hereunder and the character, quality, amount and value

thereof; and his final decision upon all such claims, questions and disputes relating to maintenance shall be final and conclusive upon the parties hereto. Claims of third parties shall not be subject to this paragraph.

- 5. The COMMISSION agrees to notify the local Maintenance Engineer twenty-four, (24), hours in advance of starting construction.
- 6. The COMMISSION hereby understands that this Agreement will be submitted to the DEPARTMENT yearly for their approval. Additionally, the COMMISSION is responsible for acquiring any and all permits as required by law for beautification projects.

7. This Agreement is non-transferable and non-assignable in whole

or in part. WITNESSES STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION F.J. Fearnside, III, District Maintenance Engineer ATTEST: By Recommendation: NASSAU COUNTY WITNESSES: BEAUTIFICATION BOARD Victoria B. Robas Its: Chairman BOARD OF COUNTY COMMISSIONERS, NASSAU COUNTY, FLORIDA WITNESSES: James B. Higginbotham

Page 2 of 2

Its: Chairman

Attest:
Date:

