

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of September 1995, 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 groups of multi-trunked crepe myrtles or oleanders on medians where width and sight distances allow, on Highway U.S. 1 north and south of State Road 200 in Callahan.

In accordance with the attached plan, the multi-trunked crepe myrtles or oleanders will be grouped in 5 trees per median situated in the center of each applicable median and will include mulching materials in each bed to retard weed growth. Sight distances of 100 feet from the nose of each median will be maintained. Each tree will be arranged approximately 25 feet from each other for easy access by DOT mowing equipment.

2. The DEPARTMENT will continue to maintain and mow the medians along A1A on their regular schedule, however, the DEPARTMENT will not be held responsible for any shrubs which die or are destroyed.

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 the 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.

WITNESS

By: _____

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

R. E. JOHNS

District Maintenance Engineer

ATTEST: _____

By Recommendation:

KEEP NASSAU BEAUTIFUL, INC.

By: Nancy B. Mager
Its: Chairman

BOARD OF COUNTY COMMISSIONERS,
NASSAU COUNTY, FLORIDA

By: Jimmy L. Higginbotham
Jimmy L. Higginbotham
Its: Chairman

Attest: [Signature]
Ex-Officio Clerk

Approved as to form by the Nassau
County Attorney

[Signature]

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THIS AGREEMENT, made and entered into this 25th day of September 1975, 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 groups of multi-trunked crepe myrtles or oleanders on medians where width and sight distances allow, on Highway U.S. 1, south of the County Road 108 intersection in Hilliard.

In accordance with the attached plan, the multi-trunked crepe myrtles or oleanders will be grouped in 5 trees per median situated in the center of each applicable median and will include mulching materials in each bed to retard weed growth. Sight distances of 100 feet from the nose of each median will be maintained. Each tree will be arranged approximately 25 feet from each other for easy access by DOT mowing equipment.

2. The DEPARTMENT will continue to maintain and mow the medians along A1A on their regular schedule, however, the DEPARTMENT will not be held responsible for any shrubs which die or are destroyed.

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 the maintenance shall be final and conclusive upon the parties hereto. Claims of third parties shall not be subject to this paragraph.

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DEPARTMENT OF TRANSPORTATION

By: _____

R. E. JOHNS

District Maintenance Engineer

ATTEST: _____

By Recommendation:

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By: Nancy B. Magee
Its: Chairman

BOARD OF COUNTY COMMISSIONERS,
NASSAU COUNTY, FLORIDA

By: Jimmy L. Higginbotham
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1. The COMMISSION desires to plant groups of multi-trunked crepe myrtles or oleanders on medians where width and sight distances allow, on State Road 200 west of U S 17 in Yulee.

In accordance with the attached plan, the multi-trunked crepe myrtles or oleanders will be grouped in 5 trees per median situated in the center of each applicable median and will include mulching materials in each bed to retard weed growth. Sight distances of 100 feet from the nose of each median will be maintained. Each group of plants will be arranged approximately 25 feet from each other for easy access by DOT mowing equipment. Exhibit A is a drawing of multi-trunked crepe myrtle plantings on medians of required length and width.

2. The DEPARTMENT will continue to maintain and mow the medians along A1A on their regular schedule, however, the DEPARTMENT will not be held responsible for any shrubs which die or are destroyed.

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.

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District Maintenance Engineer

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By Recommendation:

KEEP NASSAU BEAUTIFUL, INC.

By: *Larry B. Moser*

Its: Chairman

BOARD OF COUNTY COMMISSIONERS,

NASSAU COUNTY, FLORIDA

By: *Jimmy L. Higginbotham*

Jimmy L. Higginbotham

Its: Chairman

Attest: *[Signature]*

Ex-Officio Clerk

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County Attorney

[Signature]