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## Florida Department of Transportation

JEB BUSH  
GOVERNOR

JACKSONVILLE URBAN OFFICE  
2250 IRENE STREET, MS 2809  
JACKSONVILLE, FLORIDA 32204

THOMAS F. BARRY, JR.  
SECRETARY

November 18, 2002

Mr. Michael S. Mullin, County Attorney  
Nassau County – Board of County Commissioners  
P. O. Box 1010  
Fernandina Beach, Florida 32035-1010

**RE: Section 74110 – SR A1A/105  
Sadler Road Roundabout  
Memorandum of Agreement  
MOAJ-0244**

Dear Mr. Mullin:

Please find enclosed an approved Memorandum of Agreement granting Nassau County permission to construct and maintain decorative pavement, decorative and roadway lighting, an irrigation system and ornamental landscaping within the SR A1A/105 Sadler Road Roundabout right-of-way.

All landscaping, planting and maintenance shall conform to the Department's Florida Highway Landscaping Guide and all applicable DOT rules and guidelines. You are reminded that failure to conform as outlined in the approved Agreement may cause revocation of this Agreement and all Agreements on record with the Department.

Please contact David Williamson, Area Engineer, at (904) 879-6700 twenty-four hours prior to beginning work to set up a preconstruction meeting.

Should you have questions, please call Carol Wright, Assistant Permit Engineer, at (904) 360-5610.

Sincerely,

Stefanie D. Maxwell, P.E.  
Jacksonville Permit Engineer

SDM/CW:bg

Enclosure

cc: Matt Price, District Permits  
David Williamson, Area Engineer

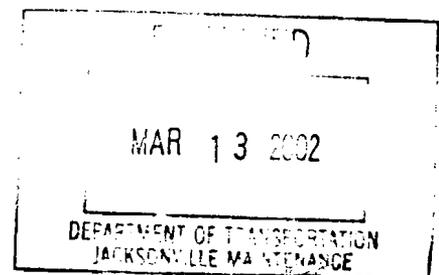
**AGREEMENT OF CONSTRUCTION AND/OR MAINTENANCE ON THE  
DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY**

This agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2002, by and between the State of Florida Department of Transportation and Component Agency of the State of Florida, hereinafter called the "Department and Nassau County Board of County Commissioners, hereinafter called the "Permittee".

Whereas, the Permittee has requested permission from the Department to construct within the SR 105 (A1A) / Sadler Road Roundabout right-of-way decorative pavement that may include pavers, stamped concrete, stamped asphalt, concrete curb; the installation of decorative and roadway lighting systems; the installation of an irrigation system; the installation of ornamental landscaping over portions of State Road 105 right-of-way as shown on the approved drawings and permit.

Therefore, in consideration of the mutual benefits each flow to the other, the parties do hereby agree as follows:

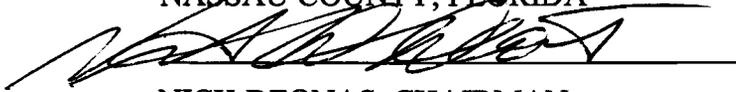
- (1) The Permittee will construct within the SR 105 (A1A) / Sadler Road Roundabout right-of-way decorative pavement that may include pavers, stamped concrete, stamped asphalt, concrete curb; the installation of decorative and roadway lighting systems; the installation of an irrigation system; the installation of ornamental landscaping and maintain as prescribed by the attached approved plan, special conditions, special instructions and any addendums that may be attached to this Agreement of Maintenance. In no instance shall Permittee cut any trees that have a caliper diameter of four inches (4") or greater measured six (6") above the ground or cut or trim any vegetation planted pursuant to approved landscaping or beautification plan or cut any trees that were planted by the Department of Transportation. No vegetation shall be planted which shall upon maturity obscure any existing permitted or otherwise lawful outdoor advertising sign in the determination of the Department. All landscaping plantings and maintenance shall conform to the Department's Florida Highway Landscaping Guide.
- (2) Before beginning any type construction or maintenance the permittee shall notify Russell Gautreaux, Maintenance Engineer, located in Callahan, Florida at the telephone number 904-879-6700, 48 hours in advance of work..
- (3) The Permittee shall notify the Maintenance Engineer within 20 working days, of completion of the project or performing any maintenance to request final inspection and approval.
- (4) The Department representative shall inspect said work and if it has been performed to his/her satisfaction according to the approved drawing, the work shall be accepted and a final acceptance letter shall be mailed to Permittee within 20 working days after final acceptance.



- (5) Permittee covenants and agrees that it will indemnify and hold harmless the Department or any and all employees from any claims, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by Permittee during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which the Department or said parties may be subject, except that neither permittee 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 sole negligence of the Department or any of its officers, agents or employees.
- (6) The parties agree that the Florida Department of Transportation, District Two Secretary or this designee shall decide all questions, difficulties and disputes of any nature whatsoever relating to the performance of this agreement as between the parties and his decision on all such claims, questions and disputes relating to maintenance shall be final and conclusive upon the parties.
- (7) If the Department determines that described work is not being properly constructed, installed and/or maintained, the Department shall give written notice to the Permittee that the deficient times shall be corrected within 20 working days or this agreement shall be terminated.
- (8) If not otherwise in default, this agreement shall be renewed on a 1 year basis from the date of approval.
- (9) This agreement may not be assigned or transferred by the Permittee in whole or part without consent of the Department.
- (10) This agreement shall be governed by and constructed in accordance with the laws of the State of Florida.
- (11) All maintenance of traffic shall conform to the Department's Roadway and Traffic Design Standards, Index Number 600 Series.
- (12) Any waste removed from FDOT right-of-way shall be transported and disposed of in a legal and appropriate manner.

OWNER:

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



NICK DEONAS, CHAIRMAN

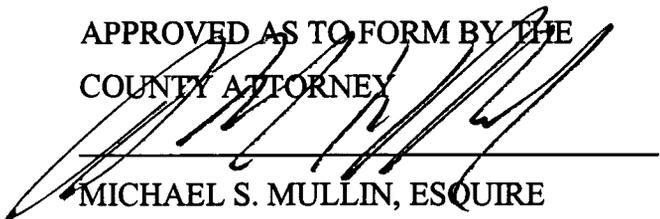
ATTEST:



J.M. "CHIP" OXLEY, JR.

ITS: EX-OFFICIO CLERK

APPROVED AS TO FORM BY THE  
COUNTY ATTORNEY



MICHAEL S. MULLIN, ESQUIRE

Witnesses

\_\_\_\_\_  
\_\_\_\_\_

Witnesses

\_\_\_\_\_  
\_\_\_\_\_

State of Florida  
Department of Transportation

By:   
R.E. Johns, P.E.  
District Maintenance Engineer

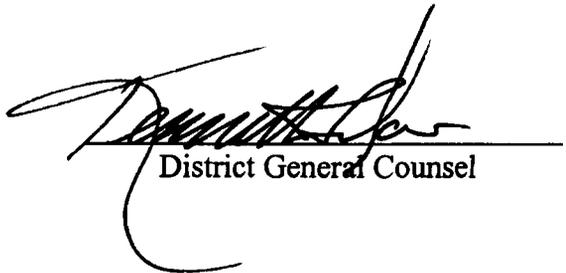
Attest: \_\_\_\_\_  
(Seal)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number - - -

  
District General Counsel