

FLORIDA

LAWTON CHILES
GOVERNOR



DEPARTMENT OF TRANSPORTATION

BEN G. WATTS
SECRETARY

JACKSONVILLE MAINTENANCE OFFICE
* 838 ELLIS ROAD *
POST OFFICE BOX 6884
JACKSONVILLE, FL 32236-6884

(904) 695-4000 - SunCom 830-1111

May 20, 1992

RECEIVED
MAY 28 1992

Ms. Victoria Robas
Nassau Terminals
P.O. Drawer 1543
Fernandina Beach, Fl 32034

Re: Section 74060, State Road 200
Nassau County Beautification
Memorandum of Agreement
Permit Number: MOAJ 0049, MOAJ 0051, MOAJ 0052

Dear Ms. Robas:

Please find enclosed the approved Memorandum of Agreements granting the Board of County Commissioners of Nassau County to maintain beautification projects as decided in the agreements.

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. Davis

Carol A. Davis
Assistant Maintenance Engineer, Permits

cc: J. T. Dyal, Jr., District Permit Engineer
Joe Kyle, Inspector
Alex Slaughter
file

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this 20 day of MAY 1982, 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 maintain the cabbage palms and pampas grass previously planted on the east and west sides of the approaches to the Thomas J. Shave Bridge located over the Intracoastal Waterway on Amelia Island, Nassau County, Florida. Attached Map A is a general location map showing the planted area.

2. 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 sub-contractors 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.

3. 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.

4. The COMMISSION agrees to notify the local Maintenance Engineer twenty-four, (24), hours in advance of starting construction.

5. 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.

6. This Agreement is non-transferable and non-assignable in whole or in part.

WITNESSES

[Signature]
William E. Ellwood

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: [Signature]
F.J. Fearnside, III,
District Maintenance Engineer

ATTEST: _____

By Recommendation:

KEEP NASSAU BEAUTIFUL, INC.

WITNESSES:

[Signature]
Willie R. Moore

By: [Signature]

Its:

Attest: [Signature]

Date: 4-20-92

BOARD OF COUNTY COMMISSIONERS,
NASSAU COUNTY, FLORIDA

WITNESSES:

[Signature]
Margie J. Armstrong

By: [Signature]

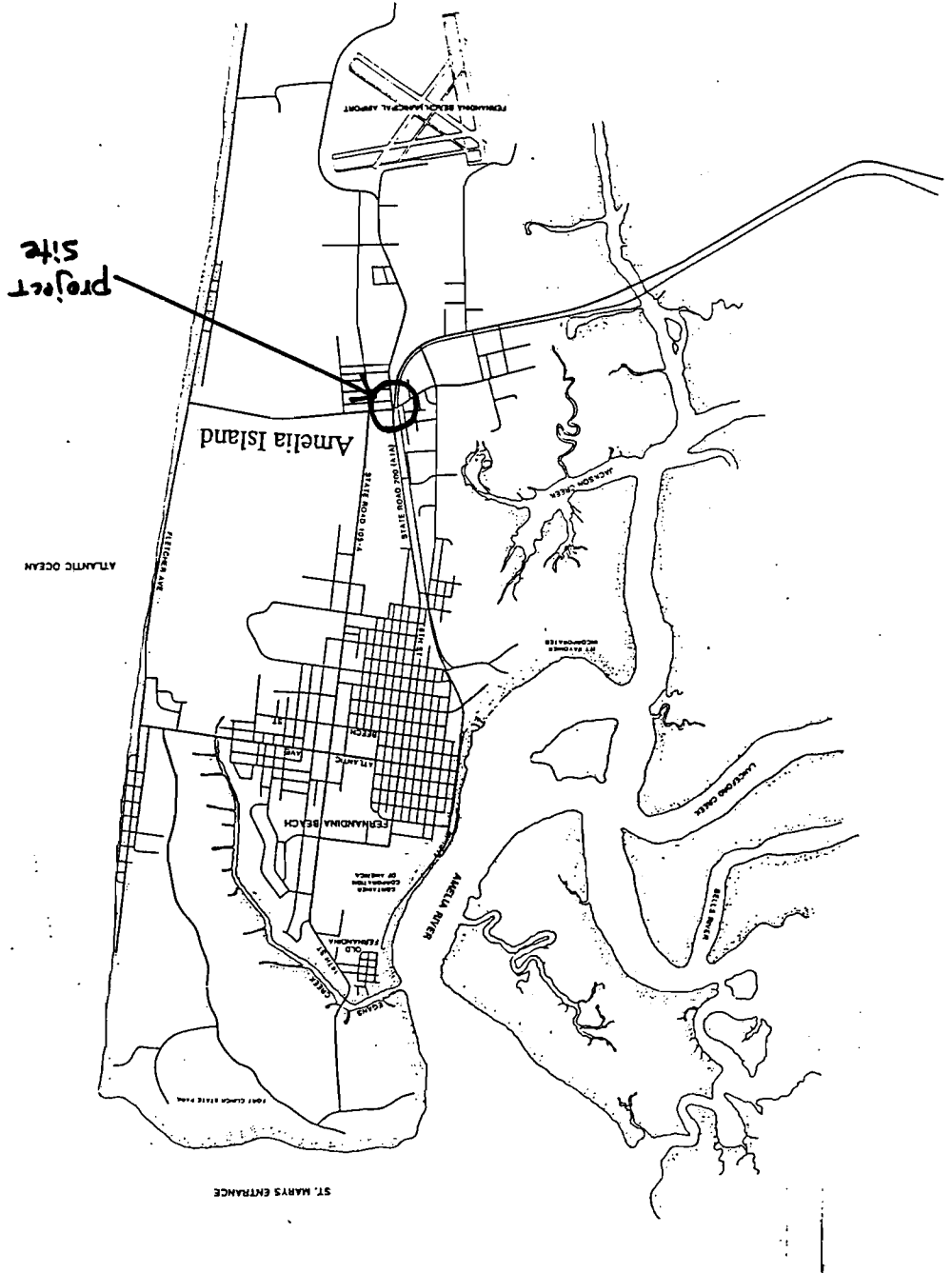
Its: Chairman

Attest: [Signature]

Date: 4-20-92

Nassau County

GENERAL LOCATION MAP



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1. The COMMISSION desires to maintain wildflowers previously planted at this site comprised specifically as: Blanket Flower or Indian Blanket, Coreopsis, Cosmos (Yellow), Ratibida, Black Eyed Susan, Flox and Verbena (Tenuisecta). The area planted is located in Nassau County, Amelia Island, Florida along the westerly approach to the interesection at SR 200 (A1A) and Sadler Road, beginning 1,000 feet south of 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.

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 sub-contractors 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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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.

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6. The COMMISSION hereby understands that this Agreement will be submitted to the DEPARTMENT yearly for their approval.

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WITNESSES:

[Signature]
David H. Ellwood

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: *[Signature]*
F.J. Fearnside, III,
District Maintenance Engineer

ATTEST: _____

By Recommendation:

KEEP NASSAU BEAUTIFUL, INC.

By: *[Signature]*

Its: Chairman

Attest: *[Signature]*

WITNESSES:

[Signature]
Willie R Moore

WITNESSES:

[Signature]
Margie J. Armstrong

BOARD OF COUNTY COMMISSIONERS,
NASSAU COUNTY, FLORIDA

By: *[Signature]*

Its: Chairman

Attest: *[Signature]*

MEMORANDUM OF AGREEMENT

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1. The COMMISSION desires to plant live oak trees, juniper, annual flowers, various pitosporum and evergreen giant liriop, at the intersection median located at AlA and U.S. 17 in Yulee, Nassau County. Attached Map A is a General Location Map showing the intended planting area. Currently this triangular median is grass and no clearing is required to plant 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 sub-contractors 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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WITNESSES:

Michael A. [Signature]
Robert M. Ellmwood

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: [Signature]

F.J. Fearnside, III,
District Maintenance Engineer

ATTEST: _____

By Recommendation:

KEEP NASSAU BEAUTIFUL, INC.

By: [Signature]

Its: Chairman

Attest: [Signature]

WITNESSES:

[Signature]
William R. Moore

WITNESSES:

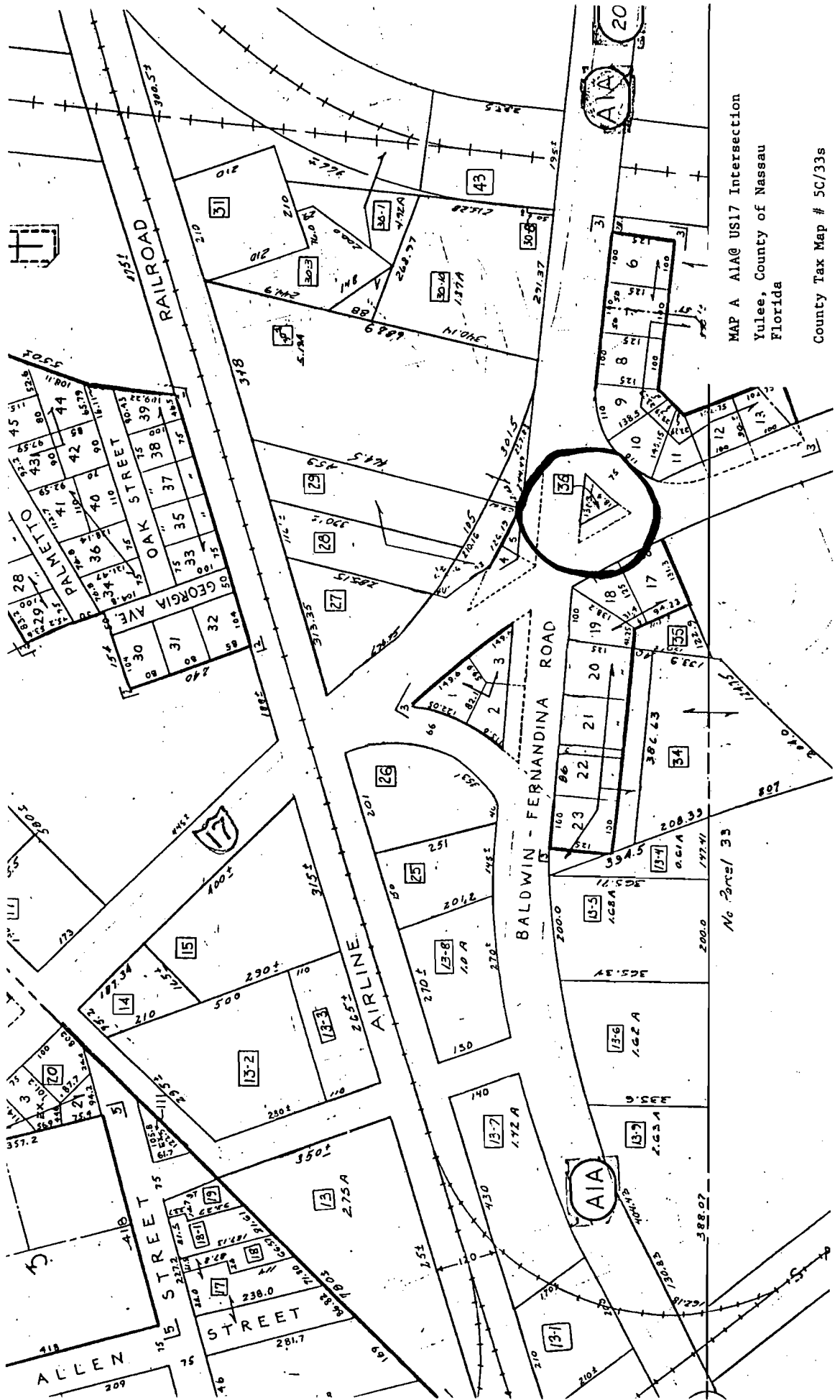
[Signature]
Marye G. Armstrong

BOARD OF COUNTY COMMISSIONERS,
NASSAU COUNTY, FLORIDA

By: [Signature]

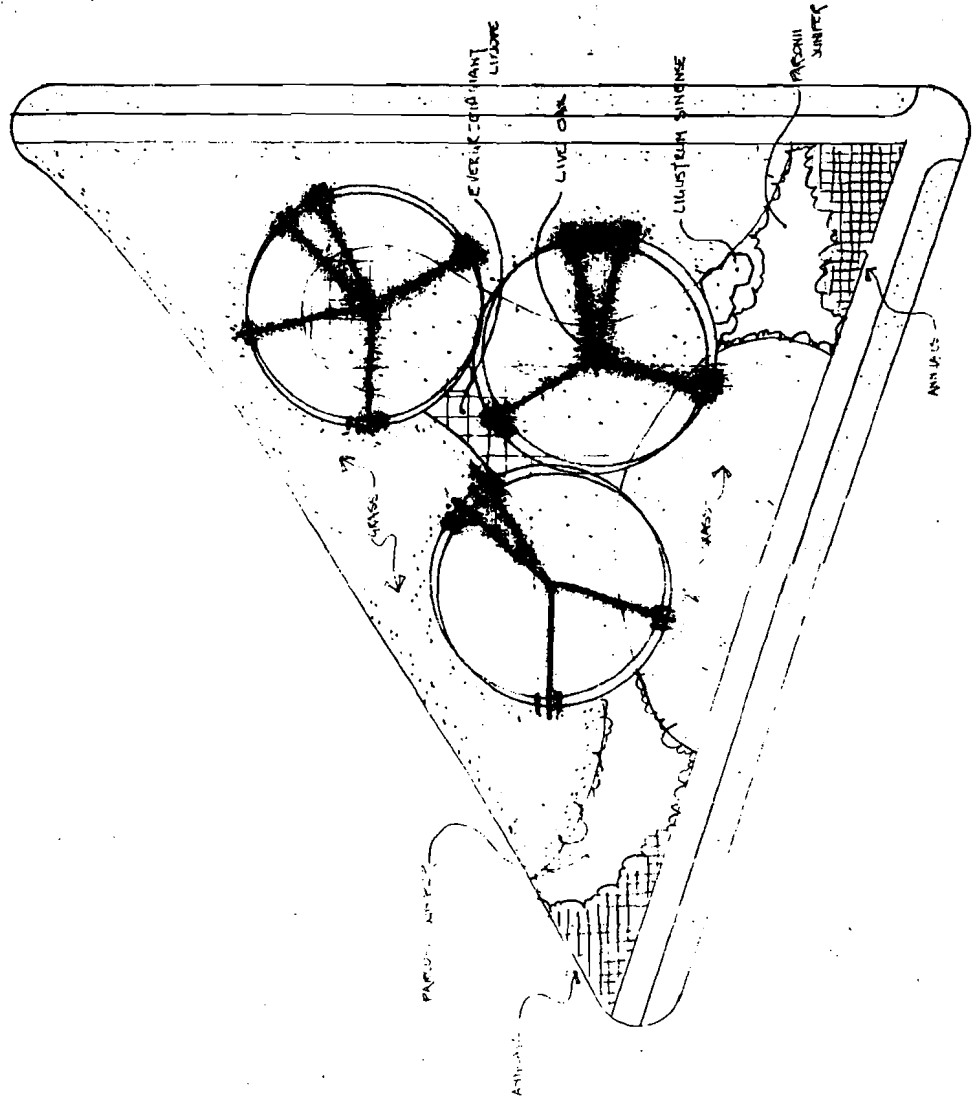
Its: Chairman

Attest: [Signature]



MAP A AIA@ US17 Intersection
Yulee, County of Nassau
Florida

EXHIBIT A



PLANT LIST

- 3 Live Oak (14-16')
- 52 Pacific Juniper (1 gal)
- 192 Forsythia/Petunia (Annuals - 4")
- 44 Variegated Pittosporum/Ligustrum Sinense (3 gal)
- 150 Evergreen Giant Liriodendron/Aspidodendron (1 gal)

A LANDSCAPE PLAN FOR
 A1-A of 11/5 17 (X100)
 SEPT 1960
 NO SCALE



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRANSMITTAL MEMORANDUM

MAIL STATION
DISTRICT

To: Victoria Robas	From: Carol A. Davis
	Date: 7-29-92

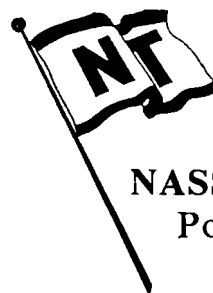
CAROL A. DAVIS
ASSISTANT MAINTENANCE ENGINEER
PERMITS

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
838 ELLIS ROAD
JACKSONVILLE, FLORIDA 32205

TELEPHONE:
(904) 695-4000
FAX: 695-4154

*Sorry about the mixup
+ delay. Please call
if you need anything
further.*

*Thanks,
CAO*



7/30/92

NASSAU TERMINALS
Port of Fernandina

Attn: Ms. Joyce Bradley

With Compliments

Dear Joyce:

Enclosed please find three (3) original Maintenance Agreements with DOT, renewing previous Agreements. ^{BY-23} Sorry it took so long but when they returned them to me in May, they were incorrect, so I sent them back. Anyway, just got them today.

Thanks for your help with these projects.

P.O. Drawer 1543
Fernandina Beach, FL 32034
TLX 441734 NSAU UI
TELEFAX (904) 261-4407
904/261-0753