

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

March 30, 1993

Ms. A. J. Beale, Executive Coordinator
Keep Nassau Beautiful, Inc.
11 North 14th Street
Fernandina Beach, Florida 32034

RE: SECTION 74060 SR 200/AlA
MEMORANDUM OF AGREEMENT
PERMIT NUMBER: MOAJ-0092

Dear Ms. Beale,

Please find enclosed an approved Memorandum of Agreement granting you permission to landscape and maintain medians of SR AlA from 105A to Lime Street as described in the enclosed, approved 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.

This Agreement is valid for one year and must be renewed every year.

Please contact my office at (904) 695-4000, 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

CAD/bb

cc Tom Dyal
Joe Kyle
Alex Slaughter
File

M E M O R A N D U M O F A G R E E M E N T

THIS AGREEMENT, made and entered into this 9th day of Feb
1993 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 accept the maintenance of medians
located north of Amelia Island Parkway (105A) where it intersects with
Highway A1A to Lime Street on Amelia Island, Nassau County, Florida.
These medians will be standardarized in a planting scheme with all
plants no higher than three feet above pavement level, and in
accordance with all DOT sight distance and set back requirements. An
example of a typical median is attached as Exhibit A. Responsibility
for maintenance will be with the County.

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
form 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.


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

WITNESSES


David McElwain

By: _____

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: 

R.E. JOHNS
District Maintenance Engineer

ATTEST: 

By Recommendation:

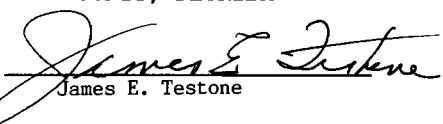
KEEP NASSAU
BEAUTIFUL, INC.

By: 

Its: Chairman

Attest: 

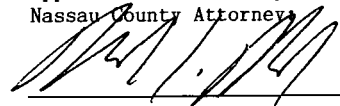
BOARD OF COUNTY COMMISSIONERS,
NASSAU COUNTY, FLORIDA

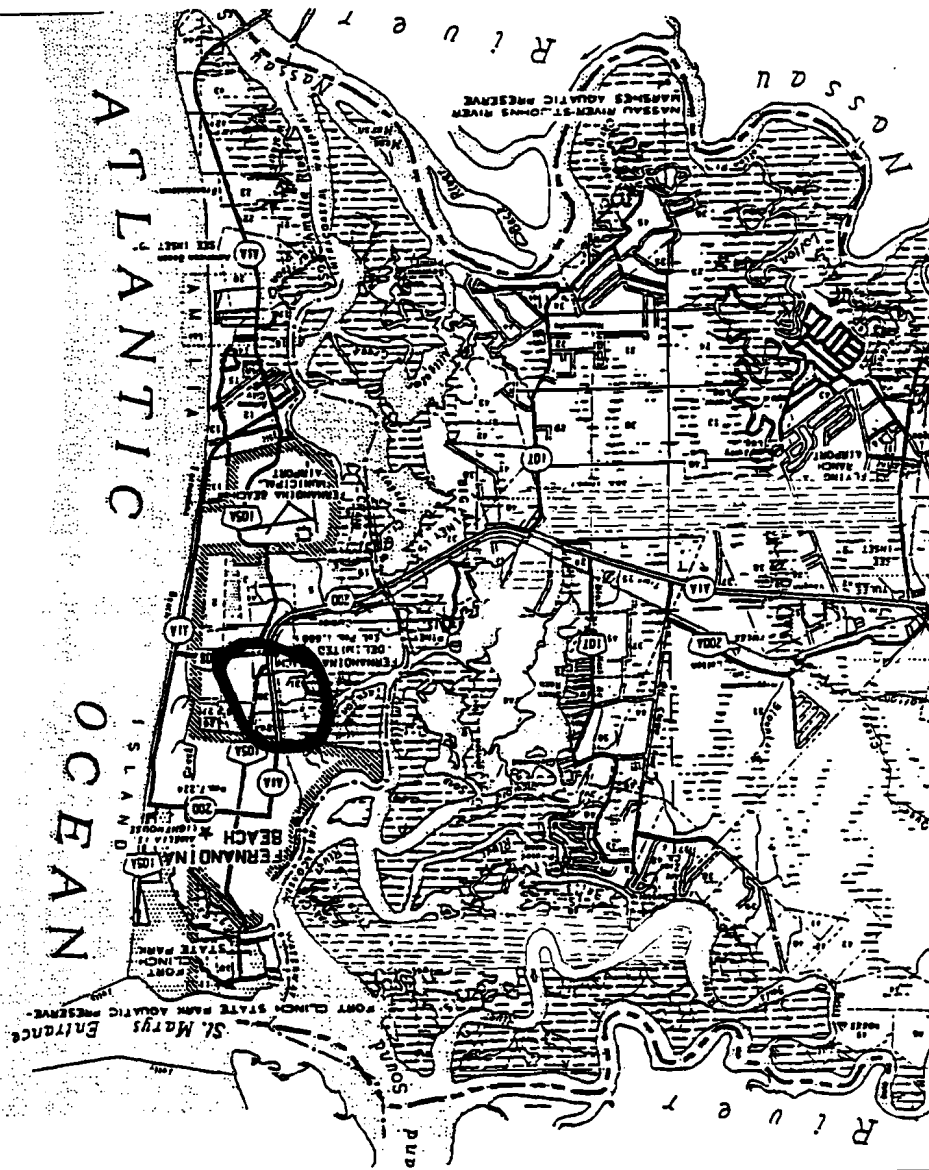
By: 
James E. Testone

Its: Chairman

Attest: 
Ex-Officio Clerk

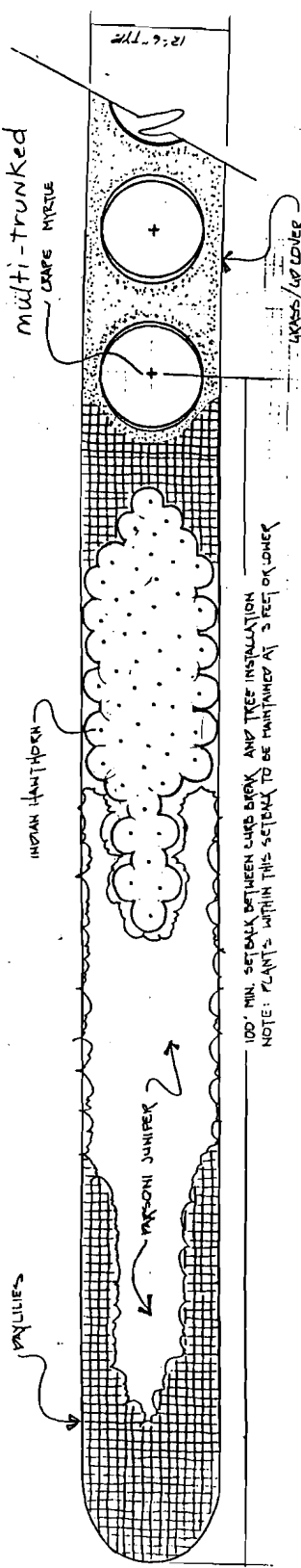
Approved as to form by the
Nassau County Attorney





All references to crepe myrtle mean multi-trunked crepe myrtle.

GRAPE MYRTLE
BLENDER / LILYSTRUM / PLEOSTORIUM
L'KASS / GP. CONEX



100' MIN. SETBACK BETWEEN CURB BREAK AND TREE INSTALLATION
NOTE: PLANTS WITHIN THIS SETBACK TO BE MAINTAINED AT 3 FEET OR LOWER

-FLORIDA

LAWTON CHILES
GOVERNOR



DEPARTMENT OF TRANSPORTATION

BEN G. WATTS
SECRETARY

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(904) 695-4000 - SunCom 830-1111

March 30, 1993

Ms. A. J. Beale, Executive Coordinator
Keep Nassau Beautiful, Inc.
11 North 14th Street
Fernandina Beach;, Florida 32034

RE: SECTION 74060 SR 200/A1A
MEMORANDUM OF AGREEMENT
PERMIT NUMBER: MOAJ-0093

Dear Ms. Beale,

Please find enclosed an approved Memorandum of Agreement granting you permission to landscape and maintain medians of SR A1A from 105A to Yulee as described in the enclosed, approved 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.

This Agreement is valid for one year and must be renewed every year.

Please contact my office at (904) 695-4000, 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

CAD/bb

cc Tom Dyal
Inspector Joe Kyle
Alex Slaughter
File

M E M O R A N D U M O F A G R E E M E N T

THIS AGREEMENT, made and entered into this 9 day of February 1993 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 on medians where width and sight distances allow, beginning at the intersection of SR A1A and 105A on Amelia Island, Nassau County, Florida, continuing westbound A1A to Yulee, Florida.

The multi-trunked crepe myrtles will be grouped in 20 - 30 plants 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 50 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 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.

MEMORANDUM OF AGREEMENT

Page 2

Florida Department of Transportation and
the Board of the County Commissions, Nassau County, Florida
Dated:

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.

WITNESSES



By: _____

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: 



R. E. JOHNS

District Maintenance Engineer

ATTEST: 

By Recommendation:

KEEP NASSAU BEAUTIFUL, INC.

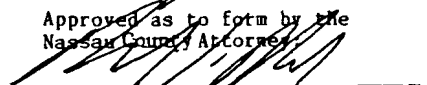
By: 
Its: 

BOARD OF COUNTY COMMISSIONERS,
NASSAU COUNTY, FLORIDA

By: 
James E. Testone

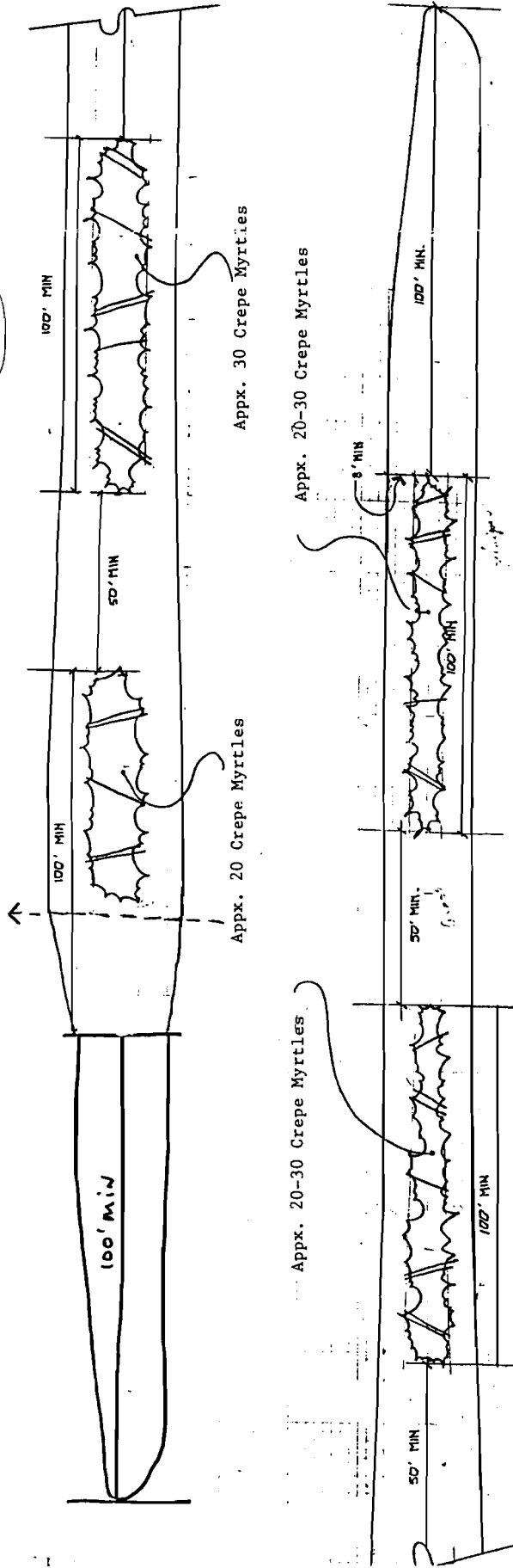
Its: Chairman

Attest: 
Ex-officio Clerk



all references to Cape Myrtle means Multi-trunked Cape Myrtle

NOTE: Where a turn lane is located, there will not be planting from the point of curvature to nose of median.



A Landscape Plan for Medians

Highway 1A, Nassau County, Florida
From Yulee, Florida to Armelia Island Parkway (Road 105A),
Fernandina Beach, Florida

Presented by Keep Nassau Beautiful, Inc.
11 N. 14th Street / Box 1
Fernandina Beach, Florida 32034

Area for planting

