

RESOLUTION NO. 2010- 179

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE RIGHT-OF-WAY CONSENT AGREEMENT BETWEEN FLORIDA POWER AND LIGHT AND ST. JOHNS COUNTY FOR THE IMPROVEMENTS TO FIRE STATION #5 IN ST. AUGUSTINE SOUTH.

RECITALS

WHEREAS, Florida Power & Light Company (hereinafter "FPL") has requested the County execute the Right of Way Consent Agreement, attached hereto as Exhibit "A"; incorporated by reference and made a part hereof; and

WHEREAS, this document is required for the purpose of the improvements associated with the re-construction of Fire Station #5, located on St. Augustine South Drive; and

WHEREAS, the improvements are within the FPL right of way and will consist of dry retention, asphalt pavement, underground piping, and landscaping in accordance with FPL's guidelines; and

WHEREAS, the County has determined that approving and executing the Right-of-Way Consent Agreement is in the overall interests of the County.

NOW THEREFORE, BE IT RESOLVED, that the Board of County of County Commissioners of St. Johns County, Florida, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. To the extent that there are scrivener's, typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

Section 3. The Board of County Commissioners hereby approves the terms of the Right of Way Consent Agreement and authorizes the County Administrator, or designee, to execute two original Right-of-Way Consent Agreements.

Section 4. The Clerk is instructed to record the Right-of-Way Consent Agreement in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 7th day of September, 2010,
by the Board of County Commissioners of St. Johns County, Florida.

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: Ron Sanchez
Ron Sanchez, Chair

ATTEST: Cheryl Strickland, Clerk

By: Wenae King
Deputy Clerk

RECORDING DATE

09/08/10



EXHIBIT "A" TO RESOLUTION

Line Name: Poinsett – Matanzas – St. Johns

Structure No.: 89H6 – 89H7

Section(s), Township, Range: 4-7S-30E, 6-8S-30E, 31-7S-30E, 38-8S-30E, 41-8S-30E, 47-8S-30E

RIGHT-OF-WAY CONSENT AGREEMENT

FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose mailing address is P.O. Box 14000, Juno Beach, Florida 33408-0420, Attn: Corporate Real Estate Department hereinafter referred to as "Company", hereby consents to ST. JOHNS COUNTY, whose mailing address is 500 San Sebastian View, St. Augustine, Florida 32084 hereinafter referred to as "Licensee", using an area within Company's right-of-way granted by that certain agreement recorded in Deed Book 192, at Page 413, Public Records of St. Johns County, Florida. The said area within Company's right-of-way, hereinafter referred to as "Lands", is more particularly described on Exhibit "A" attached hereto. The use of the Lands by Licensee shall be solely for the purpose of improvements associated with re-construction of Firehouse #5 including dry retention, asphalt pavement, underground piping, and landscaping in accordance with Company's landscaping guidelines as shown on the plans and specifications submitted by Licensee and drawn by Eisman & Russo consulting engineers, c/o Larry Longenecker, dated April 30, 2010, attached hereto as Exhibit "B".

In consideration for Company's consent and for the other mutual covenants set forth below, and for Ten Dollars and No Cents (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Licensee agrees to obtain all necessary rights from the owners of the Lands in the event Licensee does not own said Lands; to obtain any and all applicable federal, state, and local permits required in connection with Licensee's use of the Lands; and at all times, to comply with all requirements of all federal, state, and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Lands by Licensee pursuant to this Agreement.

2. Licensee understands and agrees that the use of the Lands pursuant to this Agreement is subordinate to the rights and interest of Company in and to the Lands and agrees to notify its employees, agents, and contractors accordingly. Company specifically reserves the right to maintain its facilities located on the Lands; to make improvements; add additional facilities; maintain, construct or alter roads; maintain any facilities, devices, or improvements on the Lands which aid in or are necessary to Company's business or operations; and the right to enter upon the Lands at all times for such purposes. Licensee understands that in the exercise of such rights and interest, Company from time-to-time may require Licensee, to relocate or alter its facilities and equipment, including parking spaces and areas, and other improvements made by Licensee pursuant to this Agreement which interfere with or prevent Company, in its opinion, from properly and safely constructing, improving, and maintaining its facilities. Licensee agrees to relocate or alter said facilities, equipment, parking spaces and areas, and other improvements within thirty (30) days of receiving notice from Company to do so. Such relocation or alteration will be made at the sole cost and expense of Licensee and at no cost and expense to Company; provided however, should Licensee, for any reason, fail to make such relocation or alteration, Company retains the right to enter upon the Lands and make said relocation or alteration of Licensee's facilities, equipment, parking spaces and areas, and other improvements and Licensee hereby agrees to reimburse Company for all of its costs and expense incurred in connection therewith upon demand.

3. Licensee agrees that it will not use the Lands in any manner which, in the opinion of Company, may tend to interfere with Company's use of the Lands or may tend to cause a hazardous condition to exist. Licensee agrees that no hazardous substance, as the term is defined in Section 101 (14)

of the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") (42 USC Section 9601 [14]), petroleum products, liquids or flammables shall be placed on, under, transported across or stored on the Lands, which restricts, impairs, interferes with, or hinders the use of the Lands by Company or the exercise by Company of any of its rights thereto. Licensee agrees further that in the event it should create a hazardous condition, then upon notification by Company, Licensee shall, within seventy-two (72) hours, at its sole cost and expense, correct such condition or situation; provided however that the Company retains the right to enter upon the Lands and correct any such condition or situation at any time and, by its execution hereof, Licensee hereby agrees, to the extent permitted by Florida law, to indemnify and hold harmless Company from all loss, damage or injury resulting from Licensee's failure to comply with the provisions of this Agreement.

4. Licensee hereby agrees and covenants to prohibit its agents, employees, and contractors from using any tools, equipment, or machinery on the Lands capable of extending greater than fourteen (14) feet above existing grade and further agrees that no dynamite or other explosives shall be used within the Lands and that no alteration of the existing terrain, including the use of the Lands by Licensee as provided herein, shall be made which will result in preventing Company access to its facilities located within said Lands. Unless otherwise provided herein, Licensee agrees to maintain a one hundred and fifty (150) foot wide area, clear of any activities, with a lineal measurement of seventy five (75) feet on each side of the centerline of Company's existing and planned facilities.

5. Licensee understands and agrees that the planting of trees, shrubs, and other foliage capable of exceeding fourteen (14) feet in height at full maturity is not permitted within Company's Lands.

6. Outdoor lighting installed or to be installed upon the Lands by Licensee are not to exceed a height of fourteen (14) feet above existing grade and all poles or standards supporting light fixtures are to be of a non-metallic material.

7. Sprinkler systems installed or to be installed by Licensee upon the Lands are to be constructed of a non-metallic material and sprinkler heads are to be set so the spray height does not exceed fourteen (14) feet above existing grade and does not make contact with any Company's facilities. Aboveground systems shall not be installed within or across Company patrol or finger roads and underground systems crossing said patrol and finger roads are to be buried at a minimum depth of one (1) foot below existing road grade.

8. Licensee agrees to warn its employees, agents, contractors and invitees of the fact that the electrical facilities and appurtenances installed or to be installed by Company within the Lands are of high voltage electricity and agrees to use all safety and precautionary measures when working under or near Company's facilities. Licensee hereby acknowledges the receipt and required execution of Form 360 "Exhibit C" prior to the commencement of construction within the Lands.

9. Licensee agrees, at all times, to maintain and keep the Lands clean and free of debris. Except as provided herein, Licensee further understands and agrees that certain uses of the Lands are specifically prohibited; such uses include but are not limited to recreational purposes, hunting and camping, and Licensee agrees to notify its employees, agents, contractors, and invitees accordingly.

10. The use of the Lands by Licensee shall be at the sole risk and expense of Licensee, and Company is specifically relieved of any responsibility for damage or loss to Licensee or other persons resulting from Company's use of the Lands for its purposes.

11. Notwithstanding any provision contained herein, Licensee agrees to reimburse Company for all cost and expense for any damage to Company's facilities resulting from Licensee's use of the Lands

and agrees that if, in the opinion of Company, it becomes necessary as a result of Licensee's use of the Lands for Company to relocate, rearrange or change any of its facilities, to promptly reimburse Company for all cost and expense involved with such relocation, rearrangement or change.

12. Licensee agrees it will exercise its privileges hereunder at its own sole risk and agrees to indemnify (subject to the limitations of Section 768.28 of Florida Statutes) and save harmless Company, its parent, subsidiaries, affiliates, and their respective officers, directors, agents and employees (hereinafter referred to as "FPL Entities"), from all liability, loss, cost, and expense, including attorneys' fees, caused by Licensee, which may be sustained by FPL Entities to any person, natural or artificial, by reason of the death of or injury to any person or damage to any property whether or not due to or caused by the negligence of FPL Entities, arising out of or in connection with the herein described purposes by Licensee, its contractors, agents, or employees; and Licensee agrees to defend at its sole cost and expense and at no cost and expense to FPL Entities any and all suits or action instituted against FPL Entities, for the imposition of such liability, loss, cost and expense.

13. Licensee is self-insured and will provide Company with letter confirming such self insurance in form reasonably satisfactory to FPL's Risk Management Department. Licensee shall, during any period of construction, improvement or maintenance of its facilities pursuant to this Agreement, cause its contractors to maintain at such contractor's sole expense a liability policy with minimum limits of \$3,000,000 for bodily injury or death of person(s) and \$3,000,000 for property damage arising out of a single occurrence. Licensee's contract with such contractors shall include a provision that the contractors agrees to exercise its privileges hereunder at its own sole risk and agrees to indemnify and save harmless Licensee and Company, its parent, subsidiaries, affiliates, and their respective officers, directors, agents and employees (the latter being hereinafter referred to as the "FPL Entities"), from all liability, loss, cost, and expense, including attorneys' fees, which may be sustained by FPL Entities to any person, natural or artificial, by reason of the death of or injury to any person or damage to any property, caused by the negligence of FPL Entities, arising out of or in connection with the herein described purposes; and contractor agrees to defend at its sole cost and expense and at no cost and expense to FPL Entities any and all suits or action instituted against FPL Entities, for the imposition of such liability, loss, cost and expense. Contractor's indemnity obligation per occurrence shall not exceed the sum of Three Million Dollars (\$3,000,000.00) for claims arising from a single occurrence. The limits of contractor's indemnity obligations under this section shall not apply to or limit contractor's responsibility for attorneys' fees and costs. The selection of counsel by contractor or by its insurer to represent and defend the FPL Entities shall be subject to the prior written approval of Company. Contractor's obligations under this Section shall survive expiration or other termination of this agreement between contractor and Licensee.

All such policies of insurance shall be endorsed to insure against obligations assumed by contractor in the indemnity. A certificate of insurance shall be furnished to Company evidencing that said policy of insurance is in force and will not be cancelled or materially changed so as to affect the interests of FPL Entities until ten (10) days written notice has been furnished to Company. Upon request, copies of policies will be furnished to Company. Licensee understands and agrees that the use of the Lands for the purposes described herein is expressly contingent upon acceptance and compliance with the provisions contained herein.

14. This Agreement will become effective upon execution by Company and Licensee and will remain in full force and effect until completion of Licensee's use of the Lands pursuant to this Agreement, unless earlier terminated upon ninety (90) days written notice by Company to Licensee, or at the option of Company, immediately upon Licensee failing to comply with or to abide by any or all of the provisions contained herein.

15. The use granted herein as shown on Exhibit "B" shall be under construction by Licensee within one (1) year of the effective date of this Agreement and the construction shall be diligently pursued to completion. Licensee shall give Company ten (10) days prior written notice of its commencement of construction. "Under construction" is the continuous physical activity of placing the foundation or continuation of construction above the foundation of any structure or improvement permitted hereunder. Under construction does not include application for or obtaining a building permit, a site plan approval or zoning approval from the appropriate local government agency having jurisdiction over the activity, purchasing construction materials, placing such construction materials on the site, clearing or grading the site (if permitted) in anticipation of construction, site surveying, landscaping work or reactivating construction after substantially all construction activity has remained stopped for a period of two (2) months or more. Licensee acknowledges that failure to have the use under construction within the one (1) year time period will result in immediate termination of this Agreement in accordance with Paragraph 14 herein for failing to comply with the provisions contained herein unless Licensor grants a written extension for a mutually agreed upon time. Any request for an extension of time shall be submitted in writing by Licensee no later than thirty (30) days prior to the expiration of the one (1) year period for the project to be under construction.

16. The term "Licensee" shall be construed as embracing such number and gender as the character of the party or parties require(s) and the obligations contained herein shall be absolute and primary and shall be complete and binding as to each, including its successors and assigns, upon this Agreement being executed by Licensee and subject to no conditions precedent or otherwise.

17. Should any provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired. In the event of any litigation arising out of enforcement of this Consent Agreement, the prevailing party in such litigation shall be entitled to recovery of all costs, including reasonable attorneys' fees.

18. Licensee may assign its rights and obligations under this Agreement to a solvent party upon prior written consent of the Company, which consent shall not be unreasonably withheld.

19. This Agreement includes and is subject to the provisions described on the attached Addendum.

The parties have executed this Agreement this _____ day of _____, 2010.

Witnesses:

Signature:
Print Name: _____

Signature:
Print Name: _____

FLORIDA POWER & LIGHT COMPANY

By: _____
Its: North Area Corporate Real Estate Manager
Print Name: Meier G. Wise

LICENSEE:
ST. JOHNS COUNTY, FLORIDA
A political subdivision of the State of Florida

WITNESSES:

(Signature)

(Print Name)

(Signature)

(Print Name)

By: _____
Its: _____
Print Name: _____

ATTEST:
CHERYL STRICKLAND, CLERK OF COURT

By: _____
Its: _____

ADDENDUM

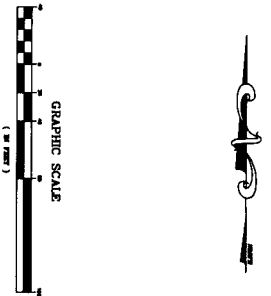
- 1. Licensee is aware Company has buried fiber optic cable within the subject right-of-way.**
- 2. Licensee will contact Sunshine at 1-800-432-4770 and Mr. Bill Moore at (904) 355-9742 a minimum of 48 hours before excavation within easement for cable location, and to arrange for a Company representative to be on site during excavation.**
- 3. Licensee will not use mechanical excavating equipment within 10 feet on each side of buried fiber optic cable.**
- 4. No equipment capable of exceeding 14 feet in height is permitted within Company's Right-of-way.**
- 5. The culverts and/or piping to be installed by the Licensee shall be of material and thickness as specified by the American Association of State Highway Officials' Handbook and will support a 100,000 pound load and shall be installed of a sufficient depth so as not to be damaged by the company while exercising its rights as contained herein.**
- 6. Licensee agrees to take part in Safety Six presentation, contact Fran Parisa at (386) 947-6102 to schedule presentation.**

EXHIBIT "A"

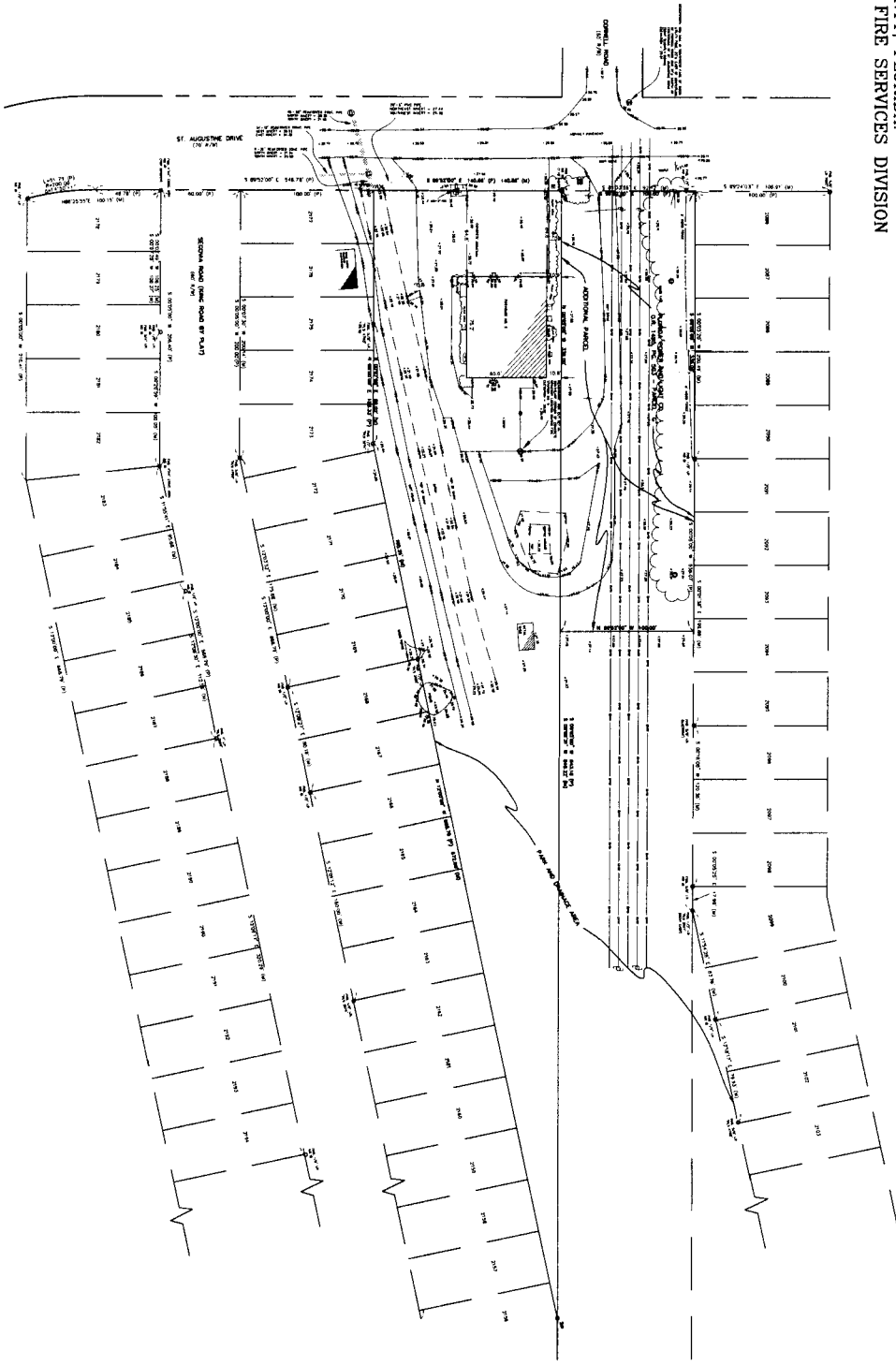
LEGAL DESCRIPTION:

Map showing a boundary and topographic survey of St. Johns County Fire Rescue Station #5 lying in a part of that park and drainage area as shown on plat of St. Augustine South Unit No. 8, as recorded in Map Book 8, Pages 41 through 44 of the public records of St. Johns County, Florida.

MAP SHOWING A BOUNDARY AND TOPOGRAPHIC SURVEY OF
 ST. JOHNS COUNTY FIRE RESCUE STATION 5 LYING IN A PART
 OF THAT PARK AND DRAINAGE AREA AS SHOWN ON PLAT OF
 ST. AUGUSTINE SOUTH UNIT NO. 8, AS RECORDED IN
 MAP BOOK 8, PAGES 41 THROUGH 44 OF THE PUBLIC RECORDS
 OF ST. JOHNS COUNTY, FLORIDA.
 FOR: THE ST. JOHNS COUNTY FIRE SERVICES DIVISION



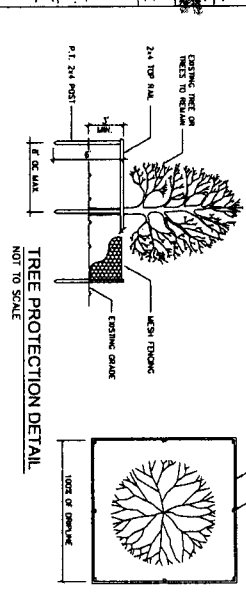
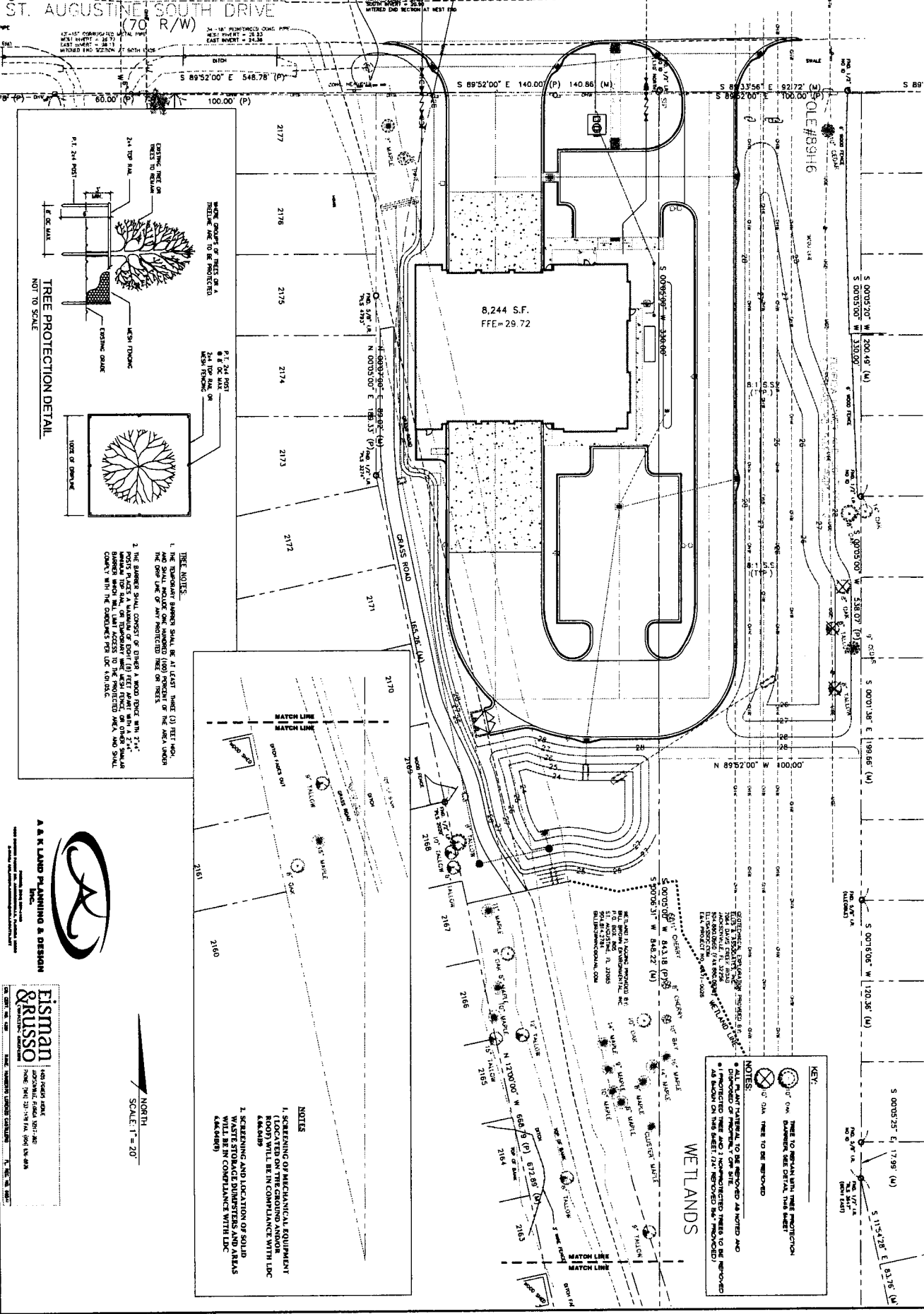
- LEGEND
- 1. - Survey Lines
 - 2. - Station Points
 - 3. - Contour Lines
 - 4. - Easement Lines
 - 5. - Right-of-Way Lines
 - 6. - Property Lines
 - 7. - Easement Lines
 - 8. - Right-of-Way Lines
 - 9. - Station Points
 - 10. - Contour Lines
 - 11. - Easement Lines
 - 12. - Right-of-Way Lines



<p>1. THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF ST. JOHNS COUNTY AND IS LOANED TO YOU AS SUCH. 2. THIS INFORMATION IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE EXPRESS WRITTEN PERMISSION OF ST. JOHNS COUNTY. 3. THIS INFORMATION IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PROVIDED. 4. THE USER OF THIS INFORMATION SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. 5. THE USER OF THIS INFORMATION SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. 6. THE USER OF THIS INFORMATION SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. 7. THE USER OF THIS INFORMATION SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. 8. THE USER OF THIS INFORMATION SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. 9. THE USER OF THIS INFORMATION SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. 10. THE USER OF THIS INFORMATION SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.</p>	<p>NO. OF SHEETS: 1 NO. OF PAGES: 1 DATE: 11/11/2008 PROJECT NO.: 08-001 FIELD BOOK NO.: 08-001 SCALE: 1" = 20' DRAWN BY: J. B. BROWN CHECKED BY: J. B. BROWN PROJECT NO.: 08-001 FIELD BOOK NO.: 08-001 SCALE: 1" = 20' DRAWN BY: J. B. BROWN CHECKED BY: J. B. BROWN</p>	<p>ST. JOHNS COUNTY PUBLIC WORKS DEPARTMENT SURVEYING AND MAPPING/GIS DIVISION 4020 LEWIS SPEEDWAY - P.O. DRAWER 349 ST. AUGUSTINE, FLORIDA 32084 Phone (904) 853 - 2430</p>	<p>ST. JOHNS COUNTY FIRE RESCUE STATION 5 BOUNDARY & TOPOGRAPHIC SURVEY FILE NUMBER: 5-380</p>
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EXHIBIT "B"

**PLANS DRAWN BY EISMAN & RUSSO CONSULTING
ENGINEERS FOR ST. JOHNS COUNTY FIRE STATION NO. 5
RE-CONSTRUCTION PROJECT, PLANS DATED APRIL 30,
2010 TO BE ATTACHED AS EXHIBIT "B".**



- TREE NOTES:**
1. THE TEMPORARY BARRIERS SHALL BE AT LEAST 18" HIGH (2) FEET TALL. THE BARRIERS SHALL BE MADE OF 2X4S OR 2X6S AND SHALL BE SET ON THE OPEN END OF ANY PROTECTED TREE OR TREES.
 2. THE BARRIERS SHALL CONSIST OF EITHER A WOOD FENCE WITH 2" X 4" OR 2" X 6" Pickets, OR TEMPORARY BARRIERS MADE OF 2X4S OR 2X6S. THE BARRIERS SHALL BE SET ON THE OPEN END OF ANY PROTECTED TREE OR TREES.

A&K LAND PLANNING & DESIGN

1405 SOUTH LIGHT
ESIMAN & RUSSO
 ARCHITECTS
 4141 SOUTHPOINT DR. EAST, SUITE 200
 JACKSONVILLE, FL 32216 (904) 224-0001

POH GROUP

ARCHITECTURE • INTERIOR
 DESIGN • BUILD SERVICES
 4141 SOUTHPOINT DR. EAST, SUITE 200
 JACKSONVILLE, FL 32216 (904) 224-0001

- NOTES**
1. SCREENING OF MECHANICAL EQUIPMENT ROOMS WILL BE IN COMPLIANCE WITH LDC 44KAB9
 2. SCREENING AND LOCATION OF SOLID WASTE STORAGE DRUMSTERS AND AREAS WILL BE IN COMPLIANCE WITH LDC 44KAB9

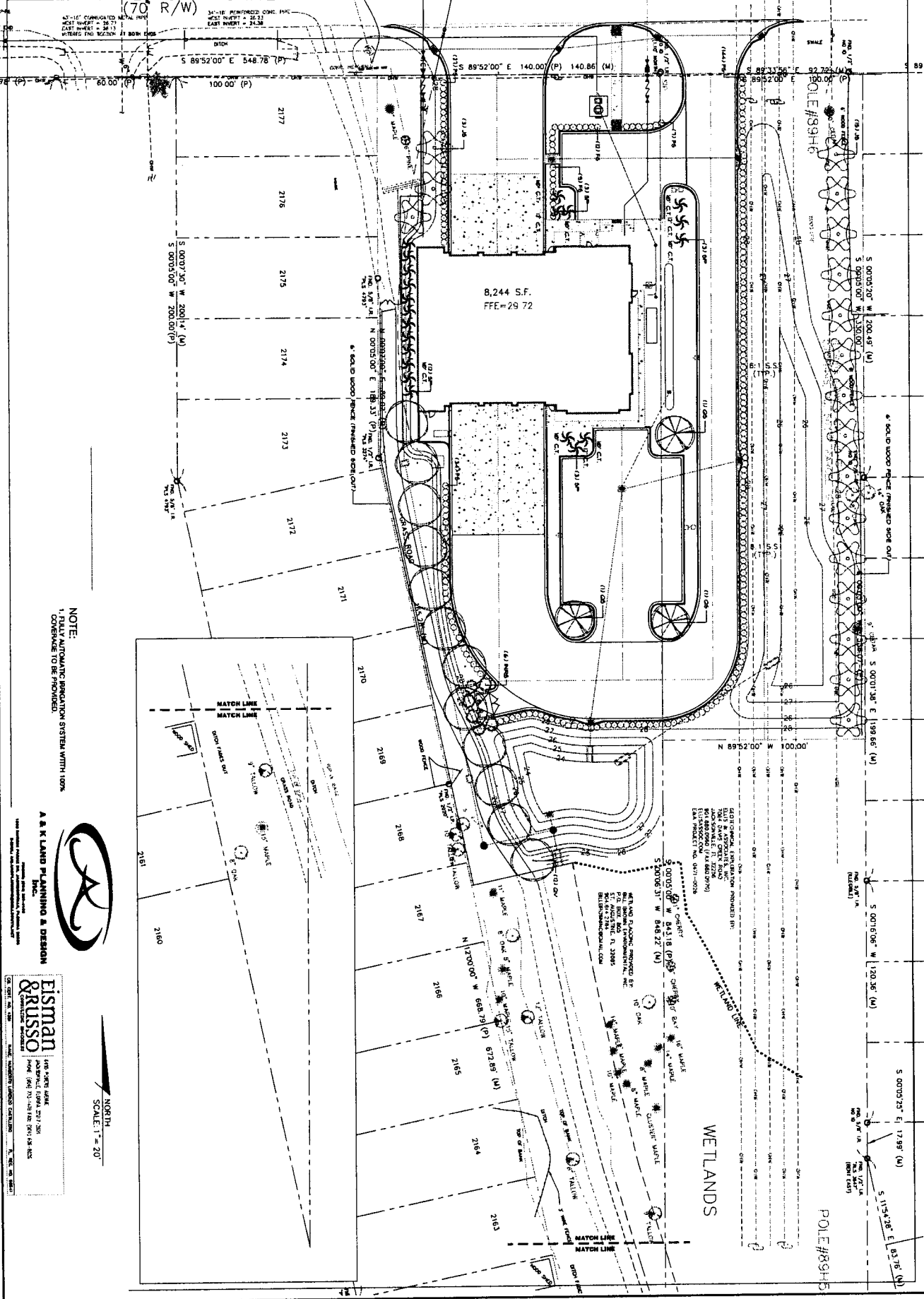
PERMIT - BID

TREE PROTECTION / REMOVAL

ST. JOHNS COUNTY FIRE STATION #5 - ST. AUGUSTINE SOUTH FLORIDA

JOB NO.	DATE	REVISION
0802	4-30-10	
DATE		
CHECK	RH	
ACCEPTED	RH	

ARCHITECTURE • INTERIOR
 DESIGN • BUILD SERVICES
 4141 SOUTHPOINT DR. EAST, SUITE 200
 JACKSONVILLE, FL 32216 (904) 224-0001



NOTE:
1. FULLY AUTOMATIC IRRIGATION SYSTEM WITH 1.00\"/>



A. K. LAND PLANNING & DESIGN, INC.

Eisman & Russo
ARCHITECTURE - INTERIOR DESIGN - BUILD SERVICES
4141 SOUTHPOINT DR. EAST, SUITE 200
JACKSONVILLE, FL 32216 (904) 224-0001

NORTH
SCALE: 1" = 20'

PERMIT - BID

011818C
L-2
2014

LANDSCAPE PLAN

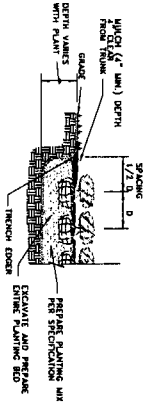
ST. JOHNS COUNTY FIRE STATION
#5 - ST. AUGUSTINE SOUTH
FLORIDA

JOB NO.	DATE	REVISION
0004	4-00-10	
DATE		
DRAWN		
CHECK	RH	
ACCEPTED	RH	

ARCHITECTURE - INTERIOR DESIGN - BUILD SERVICES
4141 SOUTHPOINT DR. EAST, SUITE 200
JACKSONVILLE, FL 32216 (904) 224-0001

POH
P O N BOOK, INC.
11800 W. UNIVERSITY BLVD.
JACKSONVILLE, FL 32216

- General Notes and Specifications:**
1. All materials, methods, and workmanship shall be in accordance with the latest editions of the following codes and standards:
 - a. International Building Code (IBC)
 - b. International Fire Code (IFC)
 - c. International Mechanical Code (IMC)
 - d. International Plumbing Code (IPC)
 - e. International Electrical Code (IEC)
 - f. International Energy Conservation Code (IECC)
 - g. Florida Building Code (FBC)
 - h. Florida Fire Code (FFC)
 - i. Florida Mechanical Code (FMC)
 - j. Florida Plumbing Code (FPC)
 - k. Florida Electrical Code (FEC)
 - l. Florida Energy Conservation Code (FECC)
 2. The contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities.
 3. All materials and workmanship shall be subject to inspection and approval by the architect and the local building department.
 4. All materials shall be of the highest quality and shall be delivered to the job site in accordance with the manufacturer's instructions.
 5. All materials shall be stored in a dry, well-ventilated area and shall be protected from damage.
 6. All materials shall be installed in accordance with the manufacturer's instructions.
 7. The contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities.
 8. All materials shall be subject to inspection and approval by the architect and the local building department.
 9. All materials shall be of the highest quality and shall be delivered to the job site in accordance with the manufacturer's instructions.
 10. All materials shall be stored in a dry, well-ventilated area and shall be protected from damage.
 11. All materials shall be installed in accordance with the manufacturer's instructions.
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 17. The contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities.
 18. All materials shall be subject to inspection and approval by the architect and the local building department.
 19. All materials shall be of the highest quality and shall be delivered to the job site in accordance with the manufacturer's instructions.
 20. All materials shall be stored in a dry, well-ventilated area and shall be protected from damage.
 21. All materials shall be installed in accordance with the manufacturer's instructions.

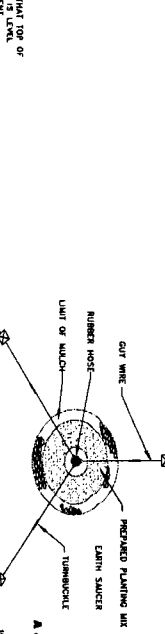


SHRUB & GROUNDCOVER PLANTING DETAIL

ITEM NO.	QUANTITY	DESCRIPTION	UNIT	PRICE	TOTAL
1	1	GENERAL NOTES AND SPECIFICATIONS			
2	1	ALL PLANT MATERIAL TO BE FLORIDA #1			
LANDSCAPE CALCULATIONS:					
1	1	GENERAL NOTES AND SPECIFICATIONS			
2	1	ALL PLANT MATERIAL TO BE FLORIDA #1			
LAND DEVELOPMENT CODE NOTES:					
1	1	Vegetation that exceeds twenty-five (25) feet in height at maturity shall not be planted closer than ten (10) feet from the building.			
2	1	Shrub trees shall be planted at a minimum height of six (6) feet from the building.			
3	1	Trees shall not be planted closer than ten (10) feet from other trees unless approved by the County Administrator.			
4	1	Trees shall have a minimum height of six (6) feet to ten (10) feet and (2) two inches of caliper.			
5	1	Shrub trees are to be planted at the required minimum height, not caliper size.			
6	1	and 1/2 inch diameter and height of least 17' of suitable soil for tree planting, and the soil of any construction debris or unstable materials.			
7	1	which shall be provided a minimum of four (4) inches in depth around all newly planted landscaping.			
8	1	A 1/2 inch diameter tree shall be provided at least five (5) feet in diameter and not closer than six (6) feet from the tree trunk.			
9	1	Tree shall not be planted closer than 7.5' from the entrance of underground utilities.			



SOD DETAIL



TREE PLANTING DETAIL

A & K LAND PLANNING & DESIGN
 INC.
 1000 W. UNIVERSITY BLVD., SUITE 100
 JACKSONVILLE, FL 32216
 (904) 224-0001

PERMIT - BID

LANDSCAPE DETAILS

ST. JOHNS COUNTY FIRE STATION
 #5 - ST. AUGUSTINE SOUTH
 FLORIDA

JOB NO.	0000	DATE	RETIRER
DATE	4-30-09		
DRAWN		CHECK	PH
ACCEPTED			PH

ARCHITECTURE - INTERIOR
 DESIGN - BUILD SERVICES
 4141 SOUTHPOINT DR. EAST, SUITE 200
 JACKSONVILLE, FL 32216 (904) 224-0001

POH
 GROUP
 AT CORNER



CALL BEFORE YOU DIG: 1-800-432-4770
 UTILITIES PROTECTION CENTER
 CALL 1-800-432-4770 AT LEAST 72 HOURS BEFORE YOU
 DIG TO BE IN TOLL COMPLIANCE WITH THE LAW.

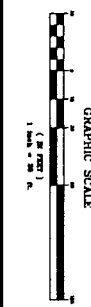
GENERAL UTILITY NOTE:
 ALL EXISTING UTILITIES ARE PRESENTLY
 (SEE ADDITIONAL NOTES ON SHEET 02)

FIRE SERVICES NOTE:
 APPROVAL OF THESE PLANS DO NOT
 CONSTITUTE AN ENDORSEMENT OR
 WARRANTY FOR ANY PRODUCTS,
 AND FIRE SERVICES MARKING
 (SEE ADDITIONAL NOTES ON SHEET 02)

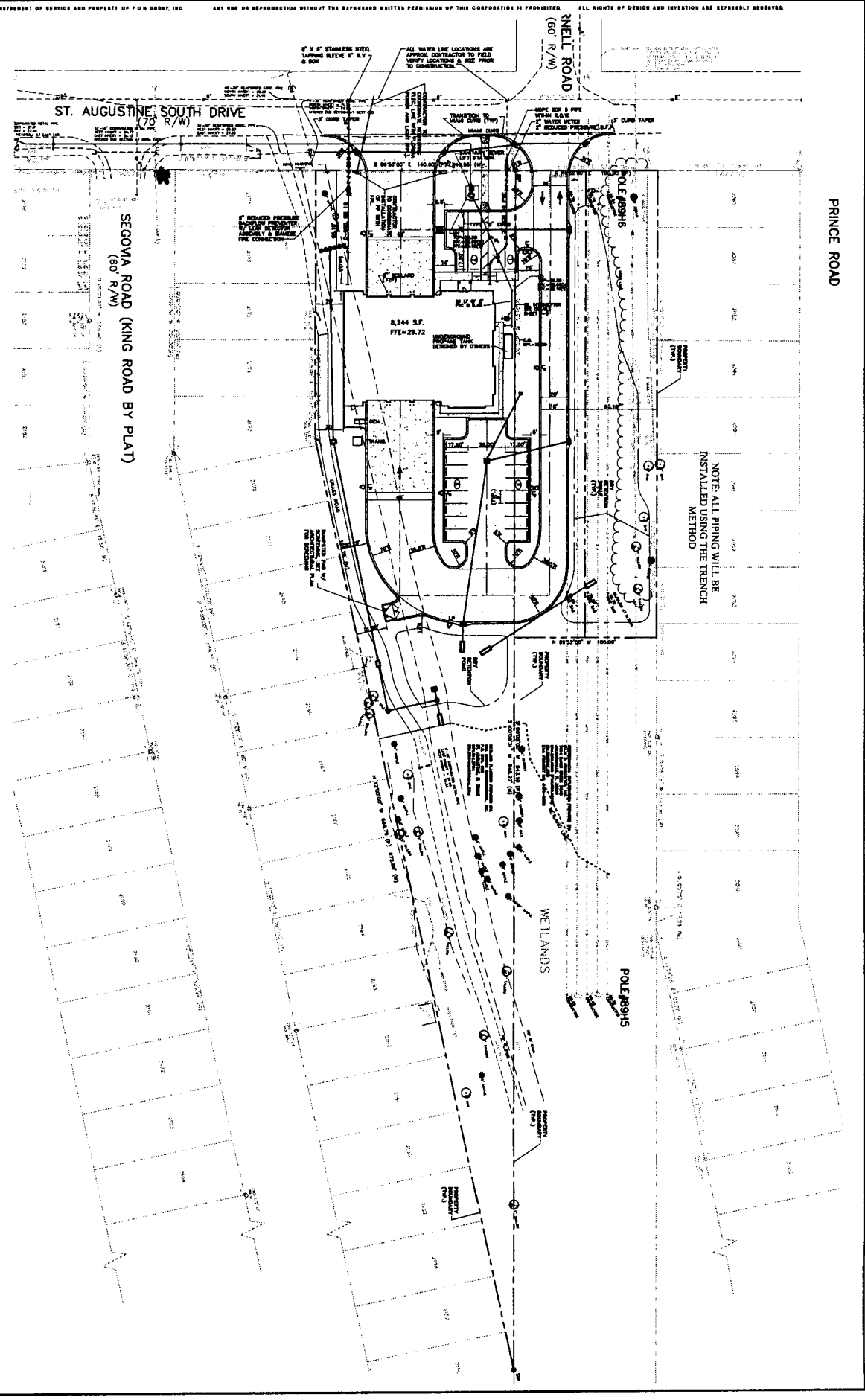
PARKING SUMMARY
 OFFICE: 1 B/200 SF + 1 B/175 GARAGES
 4,133 SF OFFICE USE / 300 ± SF. RESO.
 14 GARAGES / 2 ± 7 SF. RESO.
 1,400 SQ. FT. 22 ± 1 SF. RESO.
 TOTAL OFFICE: 5,533 ± SF. RESO.
 TOTAL SPACES PROVIDED = 32 SPACES

BUILDING SETBACKS

ZONING	FRONT	REAR	SIDE	MIN./ACCESSORIES
RS-10	25'	10'	5'	5'



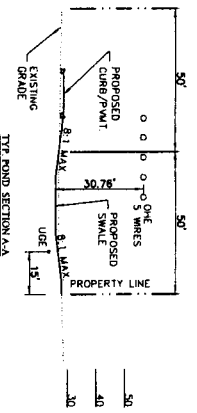
Fisman & Russo
 ARCHITECTS
 4141 SOUTHPOINT DR. SUITE 200
 JACKSONVILLE, FL 32216
 (904) 224-0001
 WWW.FISMANANDRUSSO.COM



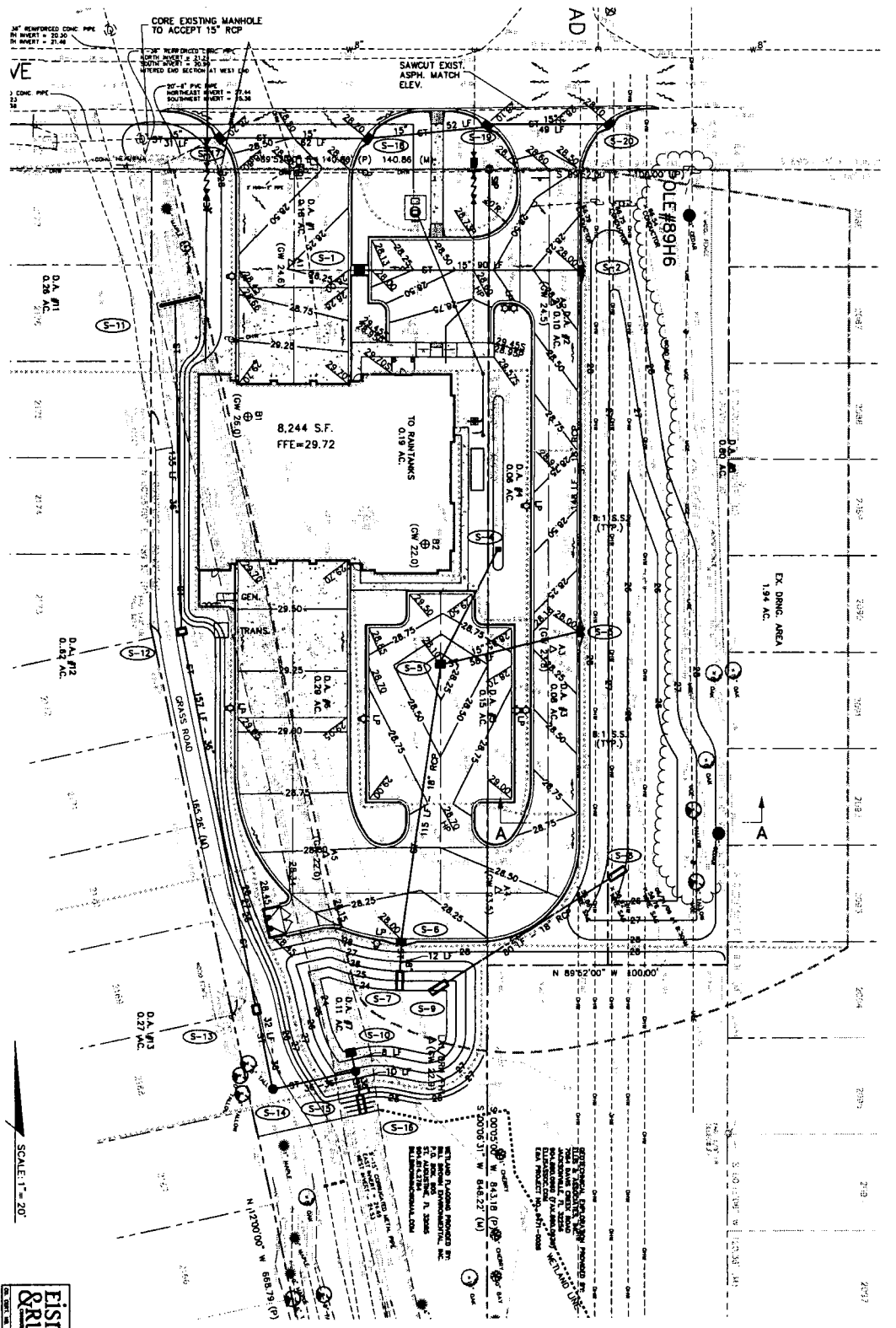
SOIL BORING LEGEND

- ⊕ SOIL TEST BORING LOCATION
- ALDER BORING LOCATION
- SOIL TEST BORING LOCATION
- ◉ ALDER BORING LOCATION

A vertical number to the right of each soil boring location indicates the depth of the boring in feet. A vertical number to the left of each soil boring location indicates the depth of the soil in feet. A vertical number to the right of each soil boring location indicates the depth of the soil in feet. A vertical number to the left of each soil boring location indicates the depth of the soil in feet.



SYMBOL	DESCRIPTION
⊕	SOIL TEST BORING LOCATION
○	ALDER BORING LOCATION
●	SOIL TEST BORING LOCATION
◉	ALDER BORING LOCATION
—	PROPOSED CURB/PAVEMENT
—	PROPOSED SWALE
—	EXISTING GRADE
—	PROPERTY LINE
—	ONE INCHES
—	SMALL
—	USE
—	3.0
—	4.0
—	5.0
—	6.0
—	7.0
—	8.0
—	9.0
—	10.0
—	11.0
—	12.0
—	13.0
—	14.0
—	15.0
—	16.0
—	17.0
—	18.0
—	19.0
—	20.0
—	21.0
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—	28.0
—	29.0
—	30.0
—	31.0
—	32.0
—	33.0
—	34.0
—	35.0
—	36.0
—	37.0
—	38.0
—	39.0
—	40.0
—	41.0
—	42.0
—	43.0
—	44.0
—	45.0
—	46.0
—	47.0
—	48.0
—	49.0
—	50.0



FISMAN RUSSELL
 1450 NORTH LAKE
 JACKSONVILLE, FLORIDA 32217-3001
 PHONE: (904) 357-1400 FAX: (904) 357-1404
 WWW.FRUSSELL.COM

RESUBMITTED FOR REVIEW BY THE PLANNING BOARD OF ST. JOHNS COUNTY, FLORIDA
 5/20/05 (S) W 84,119 (P) 5/20/05 (S) W 84,227 (M)
 5/20/05 (S) W 84,176 (P) 5/20/05 (S) W 84,379 (P)

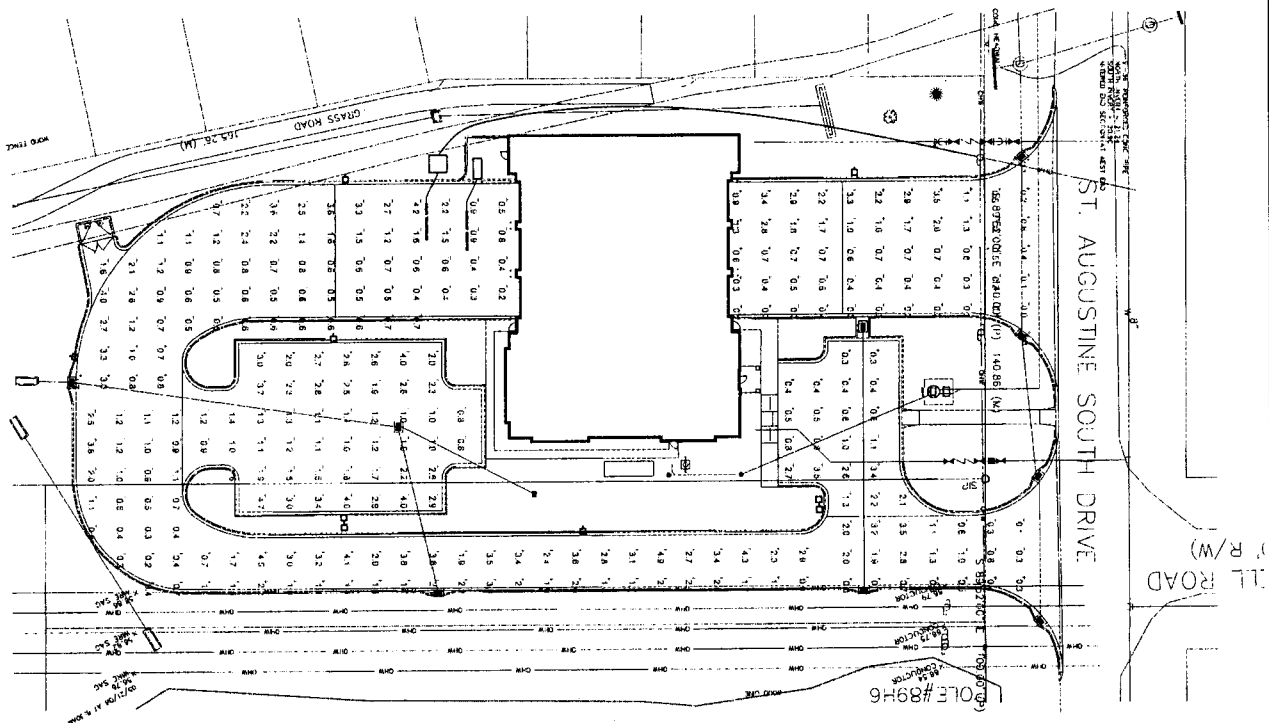
C-5

ST. JOHNS COUNTY FIRE STATION #5 - ST. AUGUSTINE SOUTH FLORIDA

P.O.H. GROUP
 ARCHITECTURE · INTERIOR DESIGN · BUILD SERVICES
 4141 SOUTHPOINT DR. EAST, SUITE 200
 JACKSONVILLE, FL 32216 (904) 224-0001

JOB NO.	08012	DATE	
DATE	4/30/05		
DRAWN BY	LL	CHECKED BY	DMD
ACCEPTED	HLC	DATE	4/26/05
			PLS. CONTACT REQUEST

RELEASED FOR CONSTRUCTION



30% ISSUE

SITE PLAN - ELECTRICAL

ST. JOHNS COUNTY
F.S. #5 REPLACEMENT
 ST. AUGUSTINE, FL

JOB ID.	DATE	REVISION
00075	R-08-09	
DATE	MOB	
DRAWN	MOB	
CHECK	MOB	
ACCEPTED	MOB	

ARCHITECTURE • INTERIORS
 DESIGN • BUILD SERVICES
 4141 SOUTHPOINT DR. EAST, SUITE 200
 JACKSONVILLE, FL 32216 (904) 224-0001





EXHIBIT " C "

NOTIFICATION OF FPL FACILITIES

Customer: St. Johns County
Contact Name: Michael Rubin
Location of Project: 200 St. Augustine Dr. S
FPL Representative: Brett Coomer
Contact Phone: (904) 209-0195

Date of Meeting: February 17, 2010 - on-site
Project Name: Fire Station # 5
City: St. Augustine, FL 32085
Phone: (386) 254-2385
FPL Work Request No: ND 453

FPL calls your attention to the fact that there may be energized, high voltage electric lines, both overhead and underground, located in the area of this project. It is imperative that you visually survey the area and that you also take the necessary steps to identify all overhead and underground facilities prior to commencing construction to determine whether the construction of any proposed improvements will bring any person, tool, machinery, equipment or object closer to FPL's power lines than the OSHA-prescribed limits.

The National Electrical Safety Code ("NEC") prescribes minimum clearances that must be maintained. If you build your structure so that those clearances cannot be maintained, you may be required to compensate FPL for the relocation of our facilities to comply with those clearances.

It is your responsibility and the responsibility of your contractors and subcontractors on this project to diligently fulfill the following obligations:

- 1. Make absolutely certain that all persons responsible for operating or handling cranes, digging apparatus, draglines, mobile equipment or any equipment, tool, or material capable of contacting a power line, have a copy of and are familiar with all applicable state and federal regulations, including but not limited to U.S. Department of Labor OSHA Regulations, before commencing their work.
2. Make sure that all cranes, digging apparatus, draglines, mobile equipment, and all other equipment or materials capable of contacting a power line have attached to them any warning signs required by U.S. Department of Labor OSHA Regulations.
3. Post and maintain proper warning signs and advise all employees, new and old alike, of their obligation to keep themselves, their tools, materials and equipment away from power lines per the following OSHA minimum approach distance table:

Table with 2 columns: Power Line Voltages and *OSHA Minimum Approach Distance. Rows include voltage ranges (0-69,000, 115,000-138,000, 230,000, 500,000) and corresponding distances (10, 11, 13, 18 feet) with a note: *When uncertain of the voltage, stay 18 feet away or call FPL or your local utility.

- 4. All excavators are required to contact the Sunshine State One Call of Florida, phone number 1-800-432-4770 or 811 a minimum of two working days (excluding weekends) in advance of commencement of excavation to ensure facilities are located accurately.
5. Conduct all locations and excavations in accordance with Florida Statute 556 of the Underground Facilities Damage Prevention & Safety Act and all local city and county ordinances that may apply.
6. When an excavation is to take place within a tolerance zone, an excavator shall use increased caution to protect underground facilities. The protection requires hand digging, pot holing, soft digging, vacuum methods, or similar procedures to identify underground facilities.

A copy of this notification must be provided by you to each contractor and subcontractor on this project, to be shared with their supervision and employees prior to commencing work on this project.

Mailed to Michael Rubin with Consent Agreement
Means by which this notification was provided to customer and/or contractor

2416 Dobbs Road, St. Augustine, FL 32086
Address

FPL Representative Signature

Date

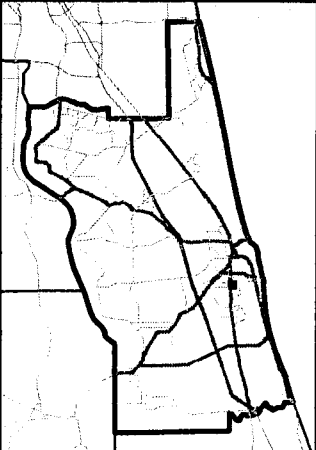
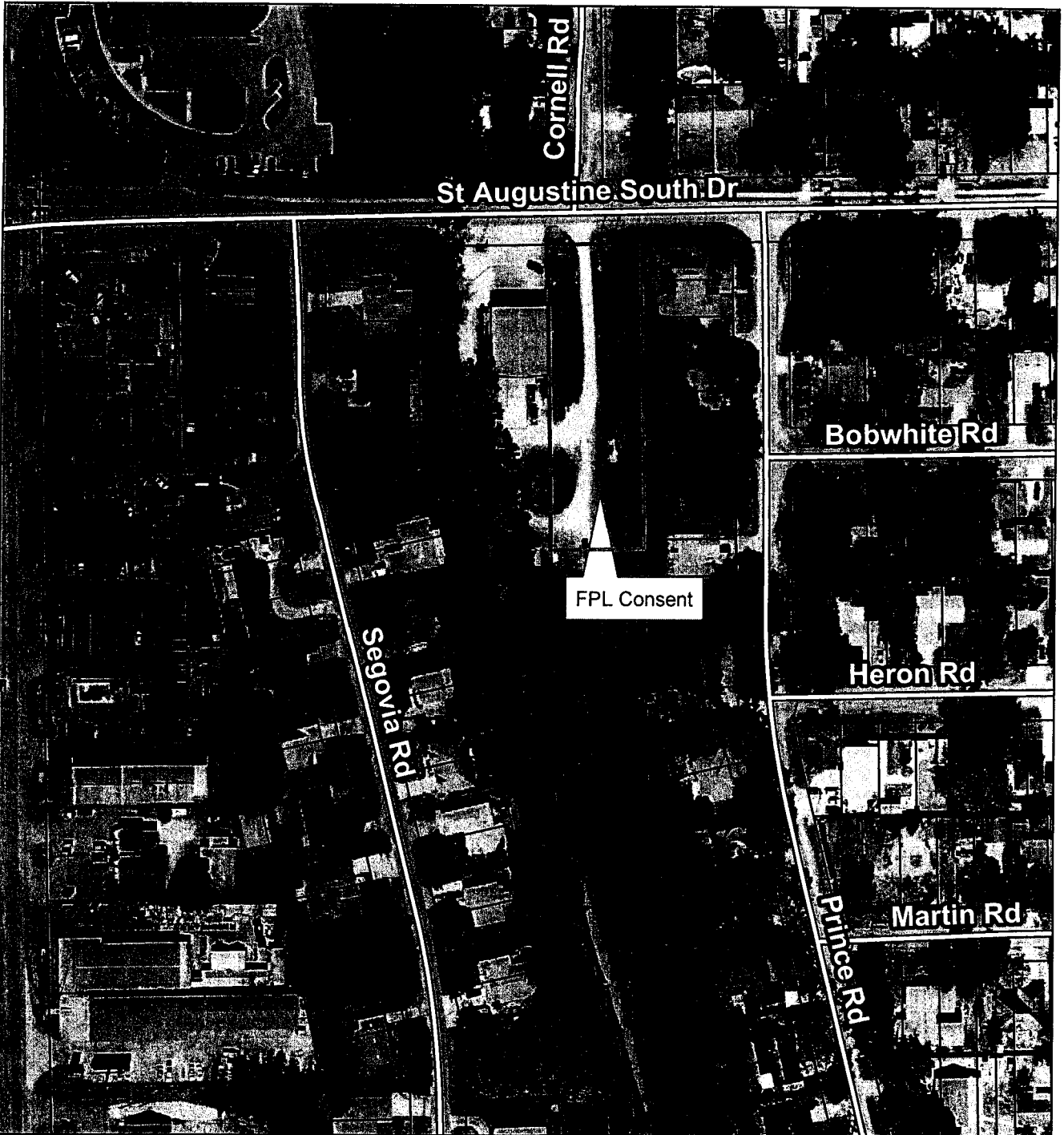
Customer/Developer/Contractor Representative Signature

Date

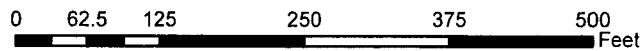
EXHIBIT "A"

LEGAL DESCRIPTION

MAP SHOWING A BOUNDARY AND TOPOGRAPHIC SURVEY OF ST. JOHNS COUNTY FIRE RESCUE STATION 5 LYING IN A PART OF THAT PARK AND DRAINAGE AREA AS SHOWN ON PLAT OF ST. AUGUSTINE SOUTH UNIT NO. 8, AS RECORDED IN MAP BOOK 8, PAGES 41 THROUGH 44 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.



Fire Station #5 FPL Consent Agreement



St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
Date: 8/17/10
(904) 209-0796



2008 Aerial Imagery

DISCLAIMER.
This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy.