

ITEM/SEGMENT NO.: F.P. # 4330361/ Section 72020
MANAGING DISTRICT: 2
F.A.P. NO.: N/A
STATE ROAD NO.: 9
COUNTY: Duval
PARCEL NO.: N/A R/W UNDER I-95 @ FULLER WARREN BRIDGE

THIS AGREEMENT, made this _____ day of _____, between
City of Jacksonville, Florida at 214 N. Hogan Street Jacksonville, FL 32202
(Lessee) and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (Department), an agency of the State of Florida
(State).

WITNESSETH:

WHEREAS, the Department may convey a leasehold in the name of the State, in any land, buildings, or other property, real or personal, acquired under Section 337.25, Florida Statutes; and

WHEREAS, the United States Department of Transportation, Federal Highway Administration (FHWA), requires any use of airspace above, and/or below the highway's established gradeline, lying within the approved right of way limits on a Federal Aid System, to be accomplished pursuant to a right of way use and occupancy agreement in accordance with 23 CFR, Part 710, and

WHEREAS, the Department has acquired sufficient legal right, title, and interest in the right of way of F.P. # 4330361/ Section 72020 which includes the property described in Exhibit "A" attached hereto and made a part hereof, which right of way is part of a highway on a Federal Aid System; and

WHEREAS, the Department desires to lease to Lessee the airspace which is that space located above and/or below the gradeline of the property described in Exhibit "A", attached and such airspace is hereinafter referred to as the "real property interest" or the "leased property" and made a part hereof for the following purpose: City of Jacksonville events, parking, the Emerald Trail a multi-purpose pathway and skate park for public purpose use.

WHEREAS, the proposed use will not impair the full use and safety of the highway, require or permit vehicular access to such space directly from the established gradeline of said highway, or interfere with the free flow of traffic on said highway.

NOW, THEREFORE, in consideration of the premises made a part hereof, and the covenants, promises, understandings, and agreements made by each party to the other as set forth herein, the Department and the Lessee do hereby mutually agree as follows:

1. Premises

The premises hereto are true and correct and form an integral part of this Agreement.

2. Term

The Department does hereby lease unto Lessee the real property interest for a period of 30 years beginning with the date of this Agreement. One renewal of this Agreement may be made for 0 years. However, except for a public purpose conveyance, such renewal may not exceed five years. Nothing herein shall be construed to in any way grant an interest in the property lying below said airspace.

3. Rent

a. Lessee shall pay to the Department as rent each month quarter year on or before the first day of each rent payment period, \$0.00 plus applicable sales tax. When this Agreement is terminated, any unearned rent and sales tax payment shall be refunded to Lessee. However, no such refund shall be made where termination is due to Lessee's violation of a term or condition of this Agreement.

b. The Department reserves the right to review and adjust the rental fee biannually and at renewal to reflect market conditions.

c. All rental payments are to be made by check or money order, payable to the State of Florida Department of Transportation and delivered on or before the due date to: n/a

d. Lessee shall be responsible for all state, county, city, and local taxes that may be assessed, including real property taxes and special assessments. In the event that no rent is specified herein, then it has been determined that either the use by Lessee is a nonproprietary use by a governmental agency or an exception from the current fair market rental value requirement (23 U.S.C. Section 156) has been obtained for social, environmental, or economic mitigation (SEE) purposes. In the event that it should be determined at any time that the use is not a nonproprietary use by a governmental agency or that the SEE exception does not apply or has been revoked, Lessee agrees to pay, at that time, rent as determined to be the fair market rental value by an independent appraiser certified by the Department, and Lessee further agrees to pay such rent, under the remaining terms and conditions of this Paragraph 3, for the remaining term (including renewals) of this Agreement.

e. Any installment of rent not received within ten (10) days after the due date shall bear interest at the highest rate allowed by law from the due date thereof, per Section 55.03(1), Florida Statutes. This provision shall not obligate the Department to accept late rent payments or provide Lessee a grace period.

4. Use, Occupancy, and Maintenance

a. The Lessee shall be responsible for developing and operating the real property interest as set forth herein.

b. The Lessee's proposed use of the real property interest is as follows: _____
City of Jacksonville events, parking, the Emerald Trail a multi-purpose pathway and skate park for public purpose use.

c. The general design for the use of the real property interest, including any facilities to be constructed, and the maps, plans, and sketches setting out the pertinent features of the use of the real property interest in relation to the highway facility are set forth in composite Exhibit "B" attached hereto and by this reference made a part hereof. In addition, said composite Exhibit "B" also contains a three-dimensional description of the space to be used, unless the use is of a surface area beneath an elevated highway structure or adjacent to a highway roadway for recreation, public park, beautification, parking of motor vehicles, public mass transit facilities, or other similar uses, in which case, a metes and bounds description of the surface area, together with appropriate plans or cross sections clearly defining the vertical use limits, may be substituted for said three-dimensional description in said composite Exhibit "B".

d. Any change in the authorized use of the real property interest or revision in the design or construction of the facility described in Exhibit "B" shall require prior written approval from the appropriate District Secretary of the Department, subject to concurrence by the FHWA.

e. The Department, through its duly authorized representatives, employees, and contractors, and any authorized FHWA representative, may enter the facility at any time for the purpose of inspection, maintenance, or reconstruction of the highway and adjacent facilities, when necessary; or for the purpose of surveying, drilling, monitoring well installations, sampling, remediation, and any other action which is reasonable and necessary to conduct an environmental assessment or to abate an environmental hazard.

f. Lessee, at Lessee's sole cost and expense, shall maintain the facility to occupy the real property interest so as to assure that the structures and the area within the highway right of way boundaries will be kept in good condition, both as to safety and appearance. Such maintenance will be accomplished in a manner so as to cause no unreasonable interference with the highway use. Lessee shall ensure vertical and horizontal access to the Department for maintenance purposes. In the event that Lessee fails to so maintain the facility, the Department, through its duly authorized representatives, employees, and contractors, may enter the facility to perform such work, and the cost thereof shall be chargeable to the Lessee and shall be immediately due and payable to the Department upon the performance of such work.

g. Portable or temporary advertising signs are prohibited.

h. The design, occupancy, and use of the real property interest shall not adversely affect the use, safety, appearance, or enjoyment of the highway by lights, sounds, wireless frequencies, smoke, fumes, vapors, odors, droppings, or any other objectionable discharges, or emissions, or nuisances of any kind therefrom.

i. When, for the proposed use of the real property interest, the highway requires additional highway facilities for the proper operation and maintenance of the highway, such facilities shall be provided by the Lessee without cost to either the Department or the FHWA and subject to both Department and FHWA approval.

j. The proposed use shall not cause or allow any changes in the existing drainage on the property under the real property interest.

k. Lessee shall not occupy, use, permit, or suffer the real property interest, the property, the facility, or any part thereof to be occupied or used for any illegal business use or purpose, for the manufacture or storage of flammable, explosive, or hazardous material, or any other hazardous activity, or in such manner as to constitute a nuisance of any kind, nor for any purpose or in any way in violation of any present or future federal, state, or local laws, orders, directions, ordinances, or regulations.

l. Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations, or as those terms are understood in common usage, are specifically prohibited. The use of petroleum products, pollutants, and other hazardous materials affecting the property is prohibited. Lessee shall be held responsible for the performance of and payment for any environmental remediation that may be necessary, as determined by the Department. Similarly, if any contamination either spread to or was released onto adjoining property as a result of Lessee's use of the real property interest under lease, the Lessee shall be held similarly responsible. The Lessee shall indemnify, defend, and hold harmless the Department from any claim, loss, damage, cost, charge, or expense arising out of any such contamination.

m. Existing utilities and all corresponding easements shall remain in place and Lessee shall not disturb or interfere with the same.

5. Indemnification. (select applicable paragraph)

Lessee is a Governmental Agency

To the extent provided by law, Lessee shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Lessee, its officers, agents, or employees, during the performance of the Agreement, except that neither Lessee, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by Lessee in the performance of services required under this Agreement, the Department will immediately forward the claim to Lessee. Lessee and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of Lessee in the defense of the claim or to require that Lessee defend the Department in such claim as described in this section. The Department's failure to promptly notify Lessee of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Lessee. The Department and Lessee will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any.

Lessee is not a Governmental Agency

Lessee shall indemnify, defend, save, and hold harmless the Department, its agents, officers, and employees, from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including attorney's fees (including regulatory and appellate fees), arising out of or because of any acts, action, neglect, or omission by Lessee, or due to any accident, happening, or occurrence on the leased property or arising in any manner from the exercise or attempted exercise of Lessee's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the Department.

Lessee's obligation to indemnify, defend, and pay for the defense or at the Department's option, to participate, and to associate with the Department in the defense and trial of any claim and any related settlement negotiations, shall be triggered by the Lessor's notice of claim for indemnification to Lessee. Lessee's inability to evaluate liability or its evaluation of liability shall not excuse Lessee's duty to defend and indemnify within seven days after such notice by the Department is given by registered mail. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the Department solely negligent shall excuse performance of this provision by Lessee. Lessee shall pay all costs and fees related to this obligation and its enforcement by the Department. The Department's failure to notify Lessee of a claim shall not release Lessee of the above duty to defend.

6. Insurance. Lessee at its expense, shall maintain at all times during the term of this Agreement, public liability insurance protecting the Department, FHWA, and Lessee against any and all claims for injury and damage to persons and property, and for the loss of life or property occurring in, on, or about the land arising out of the act, negligence, omission, nonfeasance, or malfeasance of Lessee, its employees, agents, contractors, customers, licensees, and invitees. Such insurance shall be carried in a minimum amount of not less than _____ (\$ _____) for bodily injury or death to any one person or any number of persons in any one occurrence and not less than _____ (\$ _____) for property damage, or a combined coverage of not less than _____ (\$ _____). All such policies shall be issued by companies licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be canceled or modified

unless the Department is given at least sixty (60) days prior written notice of such cancellation or modification. Lessee shall provide the Department certificates showing such insurance to be in place and showing the Department and FHWA as additional insured under the policies. If self-insured or under a risk management program, Lessee represents that such minimum coverage for liability will be provided for the property.

7. Termination

a. This Agreement may be terminated by either party without cause upon _____ (180) days prior written notice to the other party.

b. It is understood and agreed to by the Lessee that the Department reserves the right to terminate this Agreement immediately without prior notice, in the event the Lessee violates any of the conditions of this Agreement and such violation is not corrected within a reasonable time after written notice of noncompliance has been given. In the event the Agreement is terminated and the Department deems it necessary to request the removal of the facility on the property, the removal shall be accomplished by the Lessee in a manner prescribed by the Department at no cost to the Department or the FHWA.

c. The Lessee must notify the Department of its intention to renew this Agreement not later than thirty (30) days prior to the expiration of the original term. Lessee's failure to comply with the foregoing notice provision may result in the Department's refusal to renew the Agreement.

d. Upon termination of this Agreement, Lessee shall deliver the property to the Department, or its agents, in the condition existing at the commencement of this Agreement, normal wear and tear excepted, unless a facility, any improvement, or any part thereof has been constructed on the property.

e. If removal of the facility, improvements, or any part thereof is requested by the Department, any such structures shall be removed by the Lessee at Lessee's expense by midnight of the day of termination of this Agreement and the property restored as nearly as practicable.

f. This Agreement is terminable by the Department in the event that the facility ceases to be used for its intended purpose, is abandoned, or if use of the facility is required by the Department for transportation, maintenance or emergency purposes.

8. Eminent Domain

Lessee acknowledges and agrees that its relationship with the Department under this Agreement is one of landlord and tenant and no other relationship either expressed or implied shall be deemed to apply to the parties under this Agreement. Termination of this Agreement for any cause shall not be deemed a taking under any eminent domain or other law so as to entitle Lessee to compensation for any interest suffered or lost as a result of termination of this Agreement, including any residual interest in the Agreement or any other facts or circumstances arising out of or in connection with this Agreement.

Lessee hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort, including special damages, severance damages, removal costs, or loss of business profits, resulting from Lessee's loss of occupancy of the property specified in this Agreement, or any such rights, claims, or damages flowing from adjacent properties owned or leased by Lessee as a result of Lessee's loss of occupancy of the property specified in this Agreement. Lessee also hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort as set out above, as a result of Lessee's loss of occupancy of the property, when any or all adjacent properties owned or leased by Lessee are taken by eminent domain proceedings or sold under the threat thereof. This waiver and relinquishment applies whether this Agreement is still in existence on the date of taking or sale or has been terminated prior thereto.

9. Miscellaneous

a. The real property interest and Lessee's rights under this Agreement shall not be transferred, assigned, pledged or conveyed to another party without the prior written consent of the Department, subject to concurrence by the FHWA. Lessee shall not allow any liens or other encumbrances to attach to the leased property.

b. In conformance with the Civil Rights Act of 1964 (Title VI, Appendix "C") and 49 CFR Part 21, Lessee agrees as follows:

1. That as a part of the consideration hereof, Lessee does hereby covenant and agree as a covenant running with the land that (1) no person, on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said property and facility; (2) that in connection with the construction of any improvements on said property and facility and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors; and (3) that the Lessee shall use the property and facility in compliance with all other requirements imposed pursuant to 49 CFR part 21..

2. That in the event of breach of any of the above covenants, the Department shall have the right to terminate this Agreement and to re-enter and repossess said property and the facility thereon, and hold the same as if this Agreement had never been made or issued.

c. During the term of this Agreement Lessee shall, at Lessee's own cost and expense, promptly observe and comply with all present or future laws, requirements, orders, directions, ordinances, and regulations of the United States of America, the State of Florida, county or local governments, or other lawful authority whatsoever, affecting the land, property, and facility or appurtenances or any part thereof, and of all insurance policies covering the property, land, and facility, or any part thereof.

d. In addition to or in lieu of the terms and conditions contained herein, the provisions of any Addendum of even date herewith which is identified to be a part hereof is hereby incorporated herein and made a part hereof by this reference. In the event of any conflict between the terms and conditions hereof and the provisions of the Addendum(s), the provisions of the Addendum(s) shall control, unless the provisions thereof are prohibited by law.

e. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

f. Lessee acknowledges that it has reviewed this Agreement, is familiar with its terms, and has had adequate opportunity to review this Agreement with legal counsel of Lessee's choosing. Lessee has entered into this Agreement freely and voluntarily. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof. All prior understandings and agreements, oral or written, heretofore made between the parties and/or between Lessee and any previous owner of the property and landlord of Lessee are merged in this Agreement, which alone, fully and completely express the agreement between Lessee and the Department with respect to the subject matter hereof. No modification, waiver, or amendment of this Agreement or any of its conditions or provisions shall be binding upon the Department or Lessee unless in writing and signed by both parties.

g. Lessee shall be solely responsible for all bills for electricity, lighting, power, gas, water, telephone, and telegraph services, or any other utility or service used on the property.

h. This Agreement shall be governed by the laws of the State of Florida, and any applicable laws of the United States of America.

i. All notices to the Department shall be sent to the address for rent payments and all notices to Lessee shall be sent to the property address provided herein or otherwise provided in writing to the Department.

j. The parties to this Agreement hereby understand and agree that the venue for any action that may arise as a result of this Agreement shall be in Leon County, Florida.

k. If Lessee is a "contractor" for the purposes of Section 119.0701, Florida Statutes, Lessee shall comply with public records laws and specifically shall:

1. Keep and maintain the public records that ordinarily and necessarily would be required to be kept and maintained by the Department in order to perform the services identified herein.
2. Provide the public with access to those public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining the public records and transfer, at no cost, to the Department all the public records in possession of Lessee upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All such public records (if any) stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

If Lessee fails during such times to comply with a public records request, the Department shall enforce this section in accordance with this Agreement.

Lessee shall otherwise allow public access to all documents, papers, letters or other materials, made or received by Lessee in connection with this Agreement and the lease of the Demised Premises, to the extent such access is required because such documents, papers, letters or other materials are subject to the provisions of s. 24(a) of the State Constitution or Chapter 119, Florida Statutes.

l. Section 287.133(3)(a), Florida Statutes, requires that Lessee be informed of the following provisions of section 287.133 (2)(a), Florida Statutes: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity

crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

m. The Department shall consider the employment knowingly by Lessee of unauthorized aliens a violation of Section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement.

n. This Agreement shall not create any third-party beneficiary hereunder, nor shall this Agreement authorize anyone not a party hereto to maintain a suit against the Department pursuant to the terms of this Agreement.

o. This Agreement shall be binding upon the successors, assigns and legal representatives of Lessee and the Department.

p. All Exhibits attached to this Agreement are made a part hereof as if fully copied herein. All submittals required to be submitted by Lessee that are approved by the Department are by reference made a part of this Agreement as if fully copied herein.

q. Nothing in this Agreement or in any documents executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the Department of its sovereign immunity in tort under the Constitution and laws of the State of Florida.

r. "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

s. Lessee does not qualify for relocation benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. Section 4601 et seq.)

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

LESSEE (Company Name, if applicable)

By: _____

Name: _____

Title: _____

Attest: _____ (Seal)

Name: _____

Title: _____

By: _____
District Secretary

Name: Greg Evans

Attest: _____

Name/Title: _____

Legal Review: _____

District Counsel

Name: _____

ADDENDUM

This is an Addendum to that certain Right of Way Use and Occupancy Agreement between City of Jacksonville

and the State of Florida Department of Transportation dated the _____ day of _____, _____ .
In addition to the provisions contained in said Agreement, the following terms and conditions shall be deemed to be a part thereof pursuant to Paragraph 9 (d) of said Agreement:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

LESSEE (Company Name, if applicable)

By: _____

Name: _____

Title: _____

Attest: _____ (Seal)

Name: _____

Title: _____

By: _____
District Secretary

Name: _____

Attest: _____

Name/Title: _____

Legal Review: _____

District Counsel

Name: _____

ADDENDUM TO USE AND OCCUPANCY AGREEMENT

This Addendum to Use and Occupancy Agreement ("Addendum") is entered by and between the State of Florida Department of Transportation ("Department") and the City of Jacksonville, Florida ("Lessee"), collectively referred to as the "Parties".

RECITALS

A. This Addendum is attached to and made part of that certain Use and Occupancy Agreement ("Agreement") executed by the Department and Lessee on the same date and concurrently with the execution of this Addendum; and

B. Inconsistencies between the Agreement and this Addendum shall be governed and controlled by this Addendum; and

C. The real property described on Exhibit "A" of the Agreement is referred to as the "leased property".

NOW, THEREFORE, in consideration of the recitals and the mutual covenants and conditions contained in this Addendum, the parties acknowledge and agree as follows:

1. RECITALS

The recitals and attached Exhibits are made part of this Agreement by reference.

2. EFFECTIVE DATE

The date the last of the Parties executes this Addendum ("Effective Date").

3. COMPLIANCE

A. Lessee shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of the Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental decrees, laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, the Water Management District with appropriate jurisdiction, Florida Department of Environmental Protection, U.S. Environmental Protection Agency, Army Corps of Engineers and the United States Coast Guard ("Governmental Law").

B. For clarity, the term "Governmental Law" also specifically includes the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA").

4. OPERATION, MAINTENANCE, REPAIR AND RIGHT OF ENTRY

A. Lessee shall operate, maintain, and repair the leased property at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with

the terms and provisions of the Agreement and applicable Governmental Law. Lessee's responsibilities under this paragraph also include, without limitation:

(1) maintenance of the grounds, constructed features, aesthetics, vegetation and parking areas (including pavement, striping and signage); and

(2) litter pickup, removal and disposal; and

(3) removal of graffiti from all real and personal property located within the leased property, including, without limitation, MSE walls, bridge piers and traffic barriers, within twenty-four (24) of the earlier of Lessee's receipt of notice from the Department or Lessee's knowledge of the existence of graffiti within the leased property; All requests for murals will be reviewed under the existing process for Community Aesthetic Features and

(4) maintenance and repair of all below grade / underground Department drainage structures, i.e., pipes, inlets, manholes and similar items, located on or within the leased property, whether constructed or installed by Lessee or not. Improvements are being built over and within the area of existing drainage features. The added traffic/loading and reduction of workspace necessitate the COJ to accept responsibilities for the features. Known defects have been corrected by FDOT contractors.

B. If the Department determines Lessee is not operating, maintaining and repairing the leased property in accordance with the terms and provisions of the Agreement and applicable Governmental Law, the Department shall deliver written notification of such to Lessee and Lessee shall have thirty (30) days from the date of the Department's written notice, or such other time as the Department and Lessee mutually agree in writing, to correct the deficiency and provide the Department with written notice of the same.

C. If the deficiency is not corrected timely, or if the Department determines that the deficiency remains after receipt of Lessee's written notice representing the deficiency was corrected, the Department, within its discretion, may: (1) provide Lessee with written authorization granting such additional time as the Department deems appropriate to correct the deficiency; or (2) correct the deficiency at Lessee's sole cost and expense. If the Department elects to correct the deficiency, the Department may do so itself or may engage the services of a third party to correct the deficiency. The Department shall provide Lessee with an invoice for the cost to correct the deficiency and Lessee shall pay the invoice within thirty (30) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Florida Statutes, until paid in full.

D. If at any time the Department determines the integrity or safety of the leased property requires immediate maintenance or repair for the benefit of public health, safety or welfare, the Department may perform such maintenance and repairs it deems appropriate under the circumstances. The Department shall provide Lessee with written notice of the emergency maintenance and repairs performed by the Department and an invoice for the

same. Lessee shall pay the invoice within thirty (30) days of the date of the invoice (“Due Date”). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Fla. Stat., until paid in full.

E. Nothing in this section obligates the Department to operate, maintain, improve or repair the leased property, said obligations to remain the sole responsibility of Lessee.

5. USE OF LEASED PROPERTY

A. The leased property shall be used solely for a public purpose, i.e., a use which will benefit the community as a whole.

B. The leased property shall not be used for commercial, for-profit purposes, including, without limitation, such collateral uses as food trucks and like vendors.

C. Excerpts from the Department’s Right of Way Manual, Sections 10.6.9 (General Public Purposes Leases) and 10.6.10 (Public Purpose Leases with Commercial End-Use), are expressly made part of and attached to this Addendum as Exhibit “A” and Lessee shall comply with the same.

6. TERMINATION

Paragraph 7(d) of the Agreement is deleted in its entirety and replaced with the following language: “Upon termination of this Agreement, Lessee shall deliver the leased property to the Department in the condition that existed on January 1, 2022 (smooth graded dirt with no improvements or features constructed by Lessee).”

IN WITNESS WHEREOF, the parties execute this Addendum consisting of five (5) pages.

Remainder of this Page is Intentionally Blank

Florida Department of Transportation

Witnesses:

By: _____

By: _____

Printed Name: Greg Evans

Printed Name: _____

Title: District 2 Secretary

By: _____

Date: _____

Printed Name _____

Legal Review:

By: _____

Office of the General Counsel
Florida Department of Transportation

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me by means of physical presence or, online notarization, this ___day of _____, 2024, by Greg Evans, of the Florida Department of Transportation, who is personally known to me, or who produced _____ as identification, on behalf of the Department.

ATTEST: _____

CITY OF JACKSONVILLE, FLORIDA

Its: _____

By: _____

WITNESSES:

Date: _____

SIGNATURE LINE

PRINT NAME

SIGNATURE LINE

PRINT NAME

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2024, by _____, of the City of Jacksonville, Florida, who is personally known to me, or who produced _____ as identification, on behalf of the Department.

PRINT NAME: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

EXHIBIT “A” TO ADDENDUM TO USE AND OCCUPANCY AGREEMENT
(Excerpts from FDOT Right of Way Manual)

10.6.9 General Public Purpose Leases

10.6.9.1 Upon request, FDOT may convey a leasehold interest in property to a governmental entity or a publicly-owned mass transit authority for a public purpose without monetary consideration, unless legislation or bond provisions provide otherwise. If the governmental use is a business-like venture producing income and profit, the estimate of value for market rental requirements shall apply, except as provided in Section 10.6.10.

10.6.9.2 Public purpose leases may be for any specified length of time (the five-year term limitation does not apply). In the event the FDOT needs the leased property for a transportation use, lessor shall provide a minimum 180 day advance notice to lessee.

10.6.9.3 If the leasehold interest is to be conveyed for no monetary consideration, an appraisal is not required. The following are requirements for public purpose leases at less than the estimate of value for market rent on property with federal participation:

(A) The district must clearly show that leasing for less than the estimate of value for market rent is in the public interest for a social, environmental, or economic purpose. This can be accomplished by a statement of the public use of the property and the expected resulting benefit to the public; and

(B) If the property ceases to be used for the public purpose, then the lease must be terminated or the lessee must pay the estimate of value for market rent to continue leasing the property.

10.6.9.4 FDOT shall obtain an adopted resolution from the governmental entity or a written request from the agency head of a state agency, stating the public purpose. If the governmental entity cannot adopt the resolution prior to FDOT's Declaration of Temporarily Surplus, the district may accept the documentation of the adopted resolution any time prior to the execution of the lease.

10.6.10 Public Purpose Leases with Commercial End-Use

10.6.10.1 A leasehold interest may also be requested by a local governmental entity when the proposed public purpose involves a private commercial end-use. When such a request is made, FDOT will provide a written notice stating that the request is under review and that FDOT reserves the right to deny the use of its premises to any permittee/licensee.

10.6.10.2 In determining the validity of the local governmental entity's lease request, FDOT must assess that the identified use will benefit the community as a whole. The following factors must be considered when making this assessment:

(A) The general public has an interest in and the ability to utilize the facility;

(B) The public purpose may be accomplished as outlined in the local governmental entity's proposal;

(C) The proposed use does not interfere with the safe and efficient movement of traffic and that the use will not create a safety hazard;

(D) The private commercial use is supportive of and only a minor part of the public purpose;

(E) The lease use is not being utilized to eliminate nuisance, slum or blight conditions as defined in Sections 163.340(7) and (8), F.S.; and

(F) The local government has a process in place to ensure each individual business participating meets the following:

(1) Business holds all necessary licenses and permits to provide the services contemplated for the location;

(2) Business is complying with laws concerning the provision of public accommodations without regard to race, religion, color, age, sex, or national origin; and

(3) Business has, as its principal focus, family-oriented entertainment/activities or cultural, social, educational, recreational, scientific, or historical activities.

10.6.10.3 Once it is determined that the local governmental entity has a valid public purpose, FDOT must ensure that the factors below have also been addressed in the submitted proposal:

(A) An ordinance to establish the local governmental entity's plan to permit/license and regulate the ultimate public purpose use of the property;

(B) Specific language inserted into the permit/license to mandate that the use of the premises will not compromise the health, safety, and moral welfare of the traveling public;

(C) Zoning restrictions that will regulate the public purpose use of the property and the type of business that will be allowed as an end-user;

(D) A requirement to notify FDOT within ten (10) working days when there is a zoning change that will impact the types of businesses being permitted as end-users; and

(E) A mandate that all contractors have the required binders (including bonds, liability insurance and/or construction insurance) naming FDOT as an additional insured.

10.6.10.4 The addendum to the public purpose lease must include the following:

(A) Language that the lessee shall provide an annual report that contains the following:

(1) That the premises have been inspected by the local government and meet all governmental requirements and necessary clearance and setback requirements (e.g., site design standards, landscaping, maintenance, ADA compliance);

(2) That all insurance certificates are current and in place;

(3) A list of current permittees/licenses; and

(4) That the public purpose stated in the resolution continues to exist and justify the commercial end use;

(B) Language that FDOT must approve the annual report and that the lessee must correct any deficiencies identified by FDOT;

(C) Language that any requested changes during the term of the lease must be approved by FDOT. NOTE: The applicable factors outlined in Section 10.6.10.6 must be used when assessing proposed changes; and

(D) Language that there is no inherent right of extension or renewal as consistent with Section 10.6.9.2. Therefore, any termination or expiration of the lease will automatically terminate the permit or sublease.

10.6.10.5 When the public purpose lease is for a commercial end-use, it must be leased for not less than the property's current estimate of value for market rent as determined by a qualified estimator.

10.6.10.6 FDOT shall monitor and control the lease by entering into a short-term period, not more than five (5) years. One (1) optional five (5) year renewal may be granted at FDOT's discretion. At the conclusion of two (2) five (5) year terms, the lease process may commence again.

10.6.10.7 If the governmental entity requests an extension of the leasing term, FDOT must perform the following before making a determination:

(A) Assess any proposed changes to the previously approved leasing terms or conditions:

(1) If minor revisions are requested, the proposal should be routed to all appropriate office(s) for review;

(2) If major changes are requested, the proposal must go through the initial consideration process;

(3) Determine if/how the proposed changes will affect FDOT and the commercial end-user's responsibilities; and

(4) Ensure that the revised proposal meets the applicable criteria outlined in Sections 10.6.10.2 through 10.6.10.4;

(B) Determine the feasibility of the lease extension and/or proposed changes;

(C) Determine if the lease extension and/or proposed changes will require the adoption of a new resolution; and

(D) Ensure that the extended leasing term does not exceed an additional five (5) years.

EXHIBIT "A" TO LEASE

Section No. 72020
F.P. No. 4330361

State Road No. 9/ I-95

Duval County

A Parcel Of Land Being A Portion Of Riverside Park, As Recorded In Plat Book 1, Page 109, And Deed Book "Q", Page 31 Of The Former Public Records Of Duval County, Florida, Said Lands Lying In The Francis J. Ross Grant, Section 56, Township 2 South, Range 26 East, Duval County, Florida, And Being More Particularly Described As Follows:

Begin At The Point Of Intersection Of The Southerly Existing Limited Access Right-Of-Way Line Of State Road No. 9 (Interstate 95), And The Westerly Existing Right-Of-Way Line Of Park Street; Thence North 22°11'24" East, Along Last Said Line, A Distance Of 185.01 Feet To Its Intersection With The Northerly Existing Limited Access Right-Of-Way Line Of Said State Road No. 9 (Interstate 95), Said Point Also Lying On The Southerly Existing Right-Of-Way Line Of Peninsular Place; Thence Along Said Northerly Existing Limited Access Right-Of-Way Line, The Following Three Courses: 1) North 62°34'28" West, A Distance Of 280.53 Feet; 2) North 56°08'26" West, A Distance Of 162.91 Feet; 3) North 55°55'49" West, A Distance Of 81.42 Feet; Thence Continue North 55°55'49" West, Leaving Last Said Line, A Distance Of 62.75 Feet; Thence Run South 22°12'13" West, Along Said Easterly Right-Of-Way Line Of College Street And Said Westerly Existing Limited Access Right-Of-Way Line, A Distance Of 206.24 Feet To A Point On A Curve, Concave Northeasterly, Having A Radius Of 1050.00 Feet; Thence Along Said Curve, Through An Angle Of 05°27'24", An Arc Distance Of 318.91 Feet And A Chord Bearing And Distance Of South 55°44'53" East, 317.69 Feet; Thence South 67°40'47" East, Along Said Southerly Existing Limited Right-Of-Way Line, A Distance Of 269.36 Feet To The Point Of Beginning.

Containing 2.753 Acres More Or Less.

ALSO:

A Parcel Of Land Being A Portion Of Riverside, As Recorded In Plat Book 1, Page 109, And Deed Book "Q", Page 31 Of The Former Public Records Of Duval County, Florida, Said Lands Lying In The Francis J. Ross Grant, Section 56, Township 2 South, Range 26 East, Duval County, Florida, And Being More Particularly Described As Follows:

For A Point Of Reference Begin At The Point Of Intersection Of The Northerly Existing Limited Access Right-Of-Way Line Of State Road No. 9 (Interstate 95), And The Westerly Existing Right-Of-Way Line Of Oak Street; Thence Run South 22°14'58" West, A Distance Of 76.71 Feet To The Point Of Beginning; Thence South 61°05'35" East, A Distance Of 367.87 Feet; Thence South 62°31'01" East, A Distance Of 296.34 Feet To The Point Of Intersection Of The Easterly Existing Limited Access Right-Of-Way Line Of Said State Road No. 9 (Interstate 95) And The Westerly Existing Right-Of-Way Line Of Riverside Avenue; Thence South 22°17'32" West Along Last Said Line, A Distance Of 139.19 Feet; Thence North 64°10'44" West, A Distance Of 453.02 Feet; Thence North 65°13'43" West, A Distance Of 359.80 Feet; Thence North 67°18'37" West, A Distance Of 98.91 Feet To The Intersection Of The Existing Westerly Limited Access Right-Of-Way Line Of Said State Road No. 9 (Interstate 95) And The Easterly Right-Of-Way Line Of Park Street; Thence North 22°20'52" East, Along Last Said Line, A Distance Of 192.32 Feet; Thence South 61°17'41" East, A Distance Of 251.37 Feet To The Point Of Beginning.

Containing 3.342 Acres More Or Less.

EXHIBIT "B" TO LEASE

[See following 17 pages attached]

CITY OF JACKSONVILLE NOTES

GENERAL

All construction shall be performed in accordance with the approved plans and comply with all standard city policies and procedures. City approvals contingent upon any required state or federal permit approvals such as those from the Department of Environmental Protection or the St. Johns River Water Management District (SRWMD).

UTILITY WORK

Plan approval through Development Services does not include utilities. Proposed water, sewer or electric construction must be approved separately through the respective utility company. In most cases, this will be:

JEA
250 North First Street
214 North Second Street
Jacksonville, FL 32202
904.555.9000

WORK WITHIN THE RIGHT-OF-WAY

CITY: Except for new subdivision infrastructure construction, all work performed within a City of Jacksonville Right-of-Way or easement requires a Right-of-Way Permit. The contractor performing the proposed work must have a current Right-of-Way Bond on file with Development Services. Right-of-Way Permit applications are processed at:

Development Services Center Service Counter
250 North First Street
214 North Second Street
Jacksonville, FL 32202
904.555.9000

STATE: All work performed within a state right-of-way requires a permit from the Florida Department of Transportation (FDOT). It is the developer's responsibility to obtain required FDOT permits or maintenance-of-traffic approvals for work within FDOT right-of-ways. The FDOT regional office can be contacted at (904) 360-6200. Any changes to the approved plans needed for FDOT approval must be submitted to Development Services as required.

Adjacent State Roads:

RAILROAD: Railroad companies may require special approvals or permits to work within their rights-of-ways. It is the developer's responsibility to obtain permission from any railroad right-of-way owner before performing any work within their right-of-ways.

STORMWATER

Annual reports in compliance with the SURFMD stormwater permits are required from the maintenance entity of all stormwater management facilities. Send copies of the reports to:

City of Jacksonville
Department of Environmental Management
1801 East Market Street, 3rd Floor
Jacksonville, FL 32202
904.555.9000

The owner of any project one (1) acre or larger is required to provide a Notice of Intent (NOI) in accordance with criteria set forth in the city's NPDES permit within 48 hours of beginning construction. Send NOI and NOI fee to:

City of Jacksonville
Department of Environmental Management
1801 East Market Street, 3rd Floor
Jacksonville, FL 32202
904.555.9000

The contractor shall contact the Environmental Quality Division, Erosion and Sedimentation Control Section (ESC) to provide verification that applicable stormwater permits have been obtained and to schedule a pre-construction ESC site inspection.

Escrow Account: ESC (EAS)
1801 East Market Street, 3rd Floor
Jacksonville, FL 32202
904.555.9000

FIRE MARSHALL

Plan review and approval does not relieve the contractor of complying with all applicable State Fire Codes.

Underground mains and hydrants shall be installed, completed, and in service prior to construction work.

Underground contractor shall submit to the Fire Marshall for approval complete specs for all underground pipe and fittings relating to the protection PRIOR to installation and inspection. Contractor shall include manufacturer's name and size (ID rating with contractor's state license number).

LANDSCAPE

A Site Work Permit is required for this project.

- Tree Fund payment is due: _____ inches at \$_____ = \$_____.
- Article 25 funds are due: _____ inches at \$_____ = \$_____.

TRAFFIC ENGINEERING

TRAFFIC SIGNS

- Metro Name (each) _____
- Standard (each) _____
- Stop/Yield (each) _____
- Design (per plate) _____ 1 per plate
- Installation (per hour) _____ 1 per 2 signs (rounded up)

____ Streetlights Required

NOTE: Traffic sign costs change from \$180 to \$190. Consult Attachment 8 of the Land Development Procedures Manual (<http://ftp.mpd.jaxgov.com/>) for the current rates before paying for any sign installation.

No lane closures allowed from 7 a.m. to 9 a.m. and from 4 p.m. to 6 p.m.

DESCRIPTION	DATE

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
5-6	DRAINAGE PLAN
9-10	GRADING PLAN
11-21	CROSS SECTIONS

ART WALK

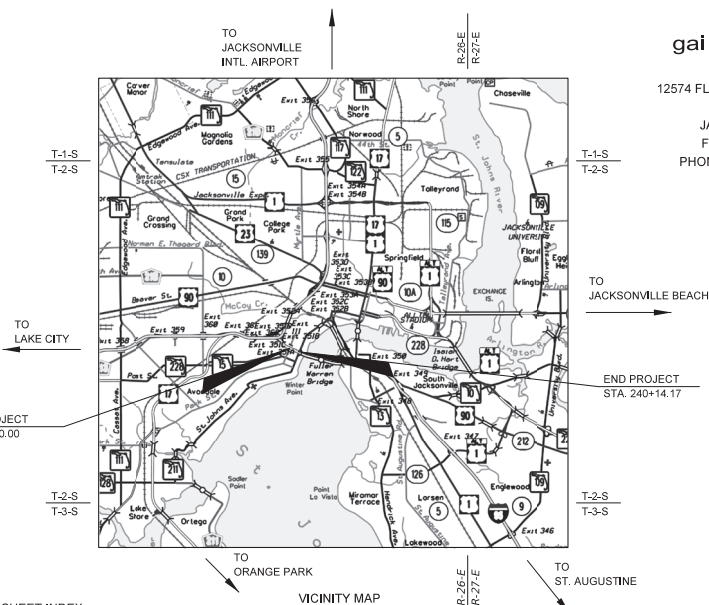
718 Riverside Avenue, Jacksonville, FL 32204

FOR

CITY OF JACKSONVILLE, FLORIDA

DEPARTMENT OF PUBLIC WORKS

Jacksonville, Florida 32202



VICINITY MAP
N.T.S.

Prepared By:
gai consultants
EB 9951
12574 FLAGLER CENTER BLVD.
SUITE 202
JACKSONVILLE,
FLORIDA 32258
PHONE: (904) 363-1110

PLAN APPROVAL

Date _____	Development Services Division (Staff) _____
Date _____	Review Group (Reviewer) _____

Plan approval is valid for five years after the initial approval date. Revisions made after the initial approval date do not extend this five-year time frame.

PLAN APPROVAL IS SUBJECT TO THE FOLLOWING NOTES AND CONDITIONS:

GENERAL PROJECT INFORMATION

GENERAL	
City Development Number	-
Concurrency Application Number	-
Property Appraiser Number (RE #)	-
Zoning Designation	-
Zoning Application(s) (if any)	-
PUD Ordinance Number	-
FIRM - Community - Panel	-
Flood Zones (Show in Plans)	X
Base Flood Elev. (Show in Plans)	N/A
Vertical Datum Used for Project	NAVD 88
JEA Availability Number	2014-0359
SUBDIVISION	
PSD Number	N/A
City or Private Inspection	N/A
Public or Private Route	N/A
Subdivision ('917) Disk Provided?	N/A
NON-SUBDIVISION	
North American Industry Classification System (NAICS)	-
Impervious Area (Sq. Ft.)	-

CONSTRUCTION SET
July 2023

gai consultants
12574 FLAGLER CENTER BLVD.
SUITE 202
JACKSONVILLE, FL 32258
904.363.1110

PROJECT
ART WALK
JACKSONVILLE, FL

CLIENT
CITY OF JACKSONVILLE
214 NORTH SECOND STREET
JACKSONVILLE, FL 32202

CONSULTANTS
GAI CONSULTANTS INC.
12574 FLAGLER CENTER BLVD., SUITE 202
JACKSONVILLE, FLORIDA 32258
904.363.1110
PROJECT: JACKSONVILLE, FL, 904-363-1110

REGISTRATION

REVISIONS:	DATE:	BY:

PROJECT NUMBER: B190487.00
SCALE: AS SHOWN
DATE: 7/7/2023
DRAWN: MS
CHECKED: MS
APPROVED: _____
SCALE & NORTH ARROW

SHEET TITLE
COVER SHEET

SHEET NUMBER
1



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL,
PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED
AND THE SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.

GAI CONSULTANTS, INC.
12574 FLAGLER CENTER BLVD. - SUITE 202
JACKSONVILLE, FL 32258
(904) 363-1110
RONALD F. HOOGLAND, P.E. NO. 45247

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE
FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
5-6	DRAINAGE PLAN
9-10	GRADING PLAN
11-21	CROSS SECTIONS


gai consultants
12574 FLAGLER CENTER
BLVD.
SUITE 202
JACKSONVILLE, FL 32258
904.363.1110

PROJECT
ART WALK
JACKSONVILLE, FL

CLIENT
CITY OF JACKSONVILLE
214 NORTH HOOGAN STREET
JACKSONVILLE, FL 32202

CONSULTANTS
GAI CONSULTANTS, INC.
12574 FLAGLER CENTER BLVD. - SUITE 202
JACKSONVILLE, FL 32258
(904) 363-1110
RONALD F. HOOGLAND, P.E. NO. 45247

REGISTRATION

REVISIONS:

NO.	DATE	DESCRIPTION

PROJECT NUMBER **B190487.00**
SCALE: _____
DATE: **07/20/23**
DRAWN: **MS**
CHECKED: **MS**
APPROVED: _____
SCALE & NORTH ARROW

SHEET TITLE
SIGNATURE SHEET

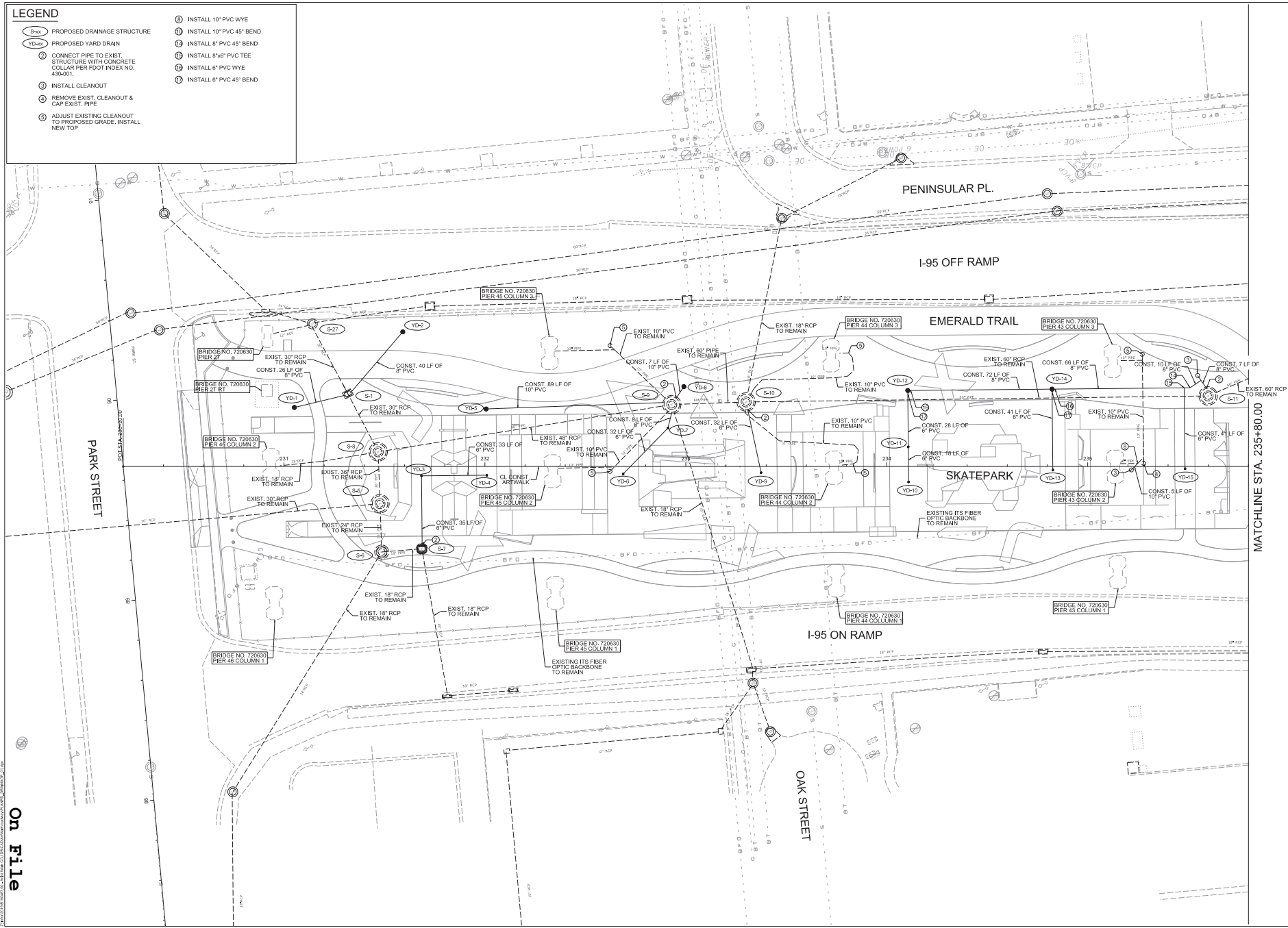
SHEET NUMBER
2

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

On File
Page 21 of 36

LEGEND

- (S-x) PROPOSED DRAINAGE STRUCTURE
- (YD-x) PROPOSED YARD DRAIN
- (2) CONNECT PIPE TO EXIST. STRUCTURE WITH CONCRETE COLLAR PER FOOT INDEX NO. 430-001.
- (3) INSTALL CLEANOUT
- (4) REMOVE EXIST. CLEANOUT & CAP EXIST. PIPE
- (5) ADJUST EXISTING CLEANOUT TO PROPOSED GRADE, INSTALL NEW TOP
- (6) INSTALL 10" PVC WYE
- (7) INSTALL 10" PVC 45° BEND
- (8) INSTALL 8" PVC 45° BEND
- (9) INSTALL 8"x6" PVC TEE
- (10) INSTALL 6" PVC WYE
- (11) INSTALL 6" PVC 45° BEND



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 12574 FLAGLER CENTER BLVD.
 SUITE 202
 JACKSONVILLE, FL 32258
 904.363.1110

PROJECT
 ART WALK
 JACKSONVILLE, FL

CLIENT
 CITY OF JACKSONVILLE
 214 NORTH HOGAN STREET
 JACKSONVILLE, FL 32202

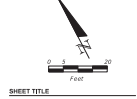
CONSULTANTS
 GAI CONSULTANTS INC.
 1000 PALMER POWER BLVD. - SUITE 202
 JACKSONVILLE, FLORIDA 32258
 (904) 363-1110
 FAX: (904) 363-1100
 WWW.GAICONSULTANTS.COM

REGISTRATION

REVISIONS:

NO.	DATE	DESCRIPTION

PROJECT NUMBER B19047.00
SCALE:
DATE: 07/20/09
DRAWN: MS
CHECKED: MB
APPROVED:
SCALE & NORTH ARROW

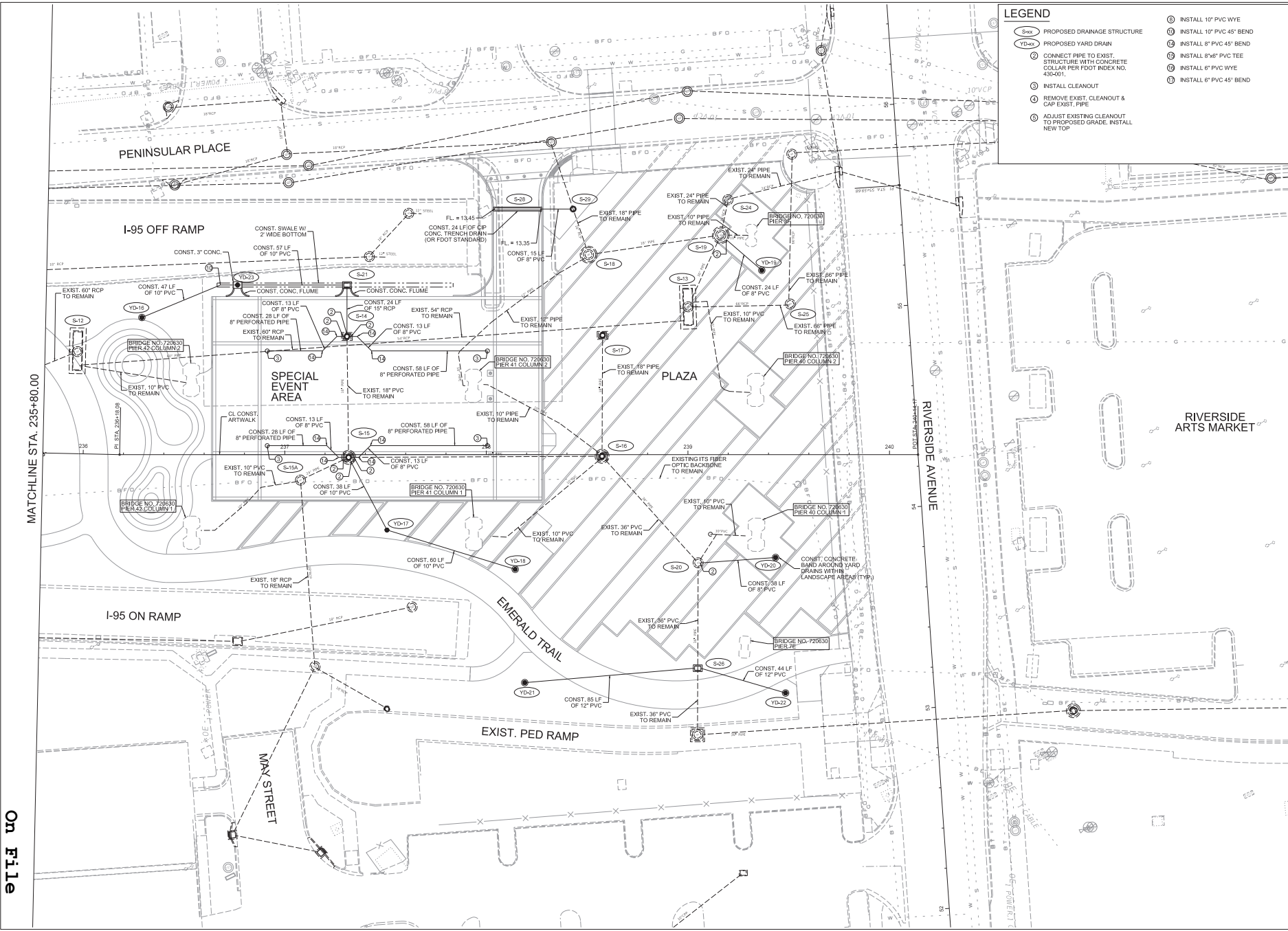


SHEET TITLE
 DRAINAGE PLAN

SHEET NUMBER
 5

On File
 Page 22 of 36

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- LEGEND**
- (Sw) PROPOSED DRAINAGE STRUCTURE
 - (YD) PROPOSED YARD DRAIN
 - 1 CONNECT PIPE TO EXIST. STRUCTURE WITH CONCRETE COLLAR PER FOOT INDEX NO. 430-001.
 - 2 INSTALL CLEANOUT
 - 3 REMOVE EXIST. CLEANOUT & CAP EXIST. PIPE
 - 4 ADJUST EXISTING CLEANOUT TO PROPOSED GRADE. INSTALL NEW TOP
 - 5 INSTALL 10" PVC WYE
 - 6 INSTALL 10" PVC 45° BEND
 - 7 INSTALL 8" PVC 45° BEND
 - 8 INSTALL 8" PVC TEE
 - 9 INSTALL 6" PVC WYE
 - 10 INSTALL 6" PVC 45° BEND

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 904.363.1110

CLIENT
 CITY OF JACKSONVILLE
 214 NORTH HOSON STREET
 JACKSONVILLE, FL 32202

CONSULTANTS
 G&G CONSULTANTS INC.
 1539 S.W. 40TH AVENUE, SUITE 302
 JACKSONVILLE, FL 32219
 904.924.3555
 WWW.G&GCONSULTANTS.COM

REGISTRATION

REVISIONS:

NO.	DESCRIPTION	DATE

PROJECT NUMBER: B190407.00
SCALE:
DATE: 07/20/23
DRAWN: MS
CHECKED: MB
APPROVED:
SCALE & NORTH ARROW

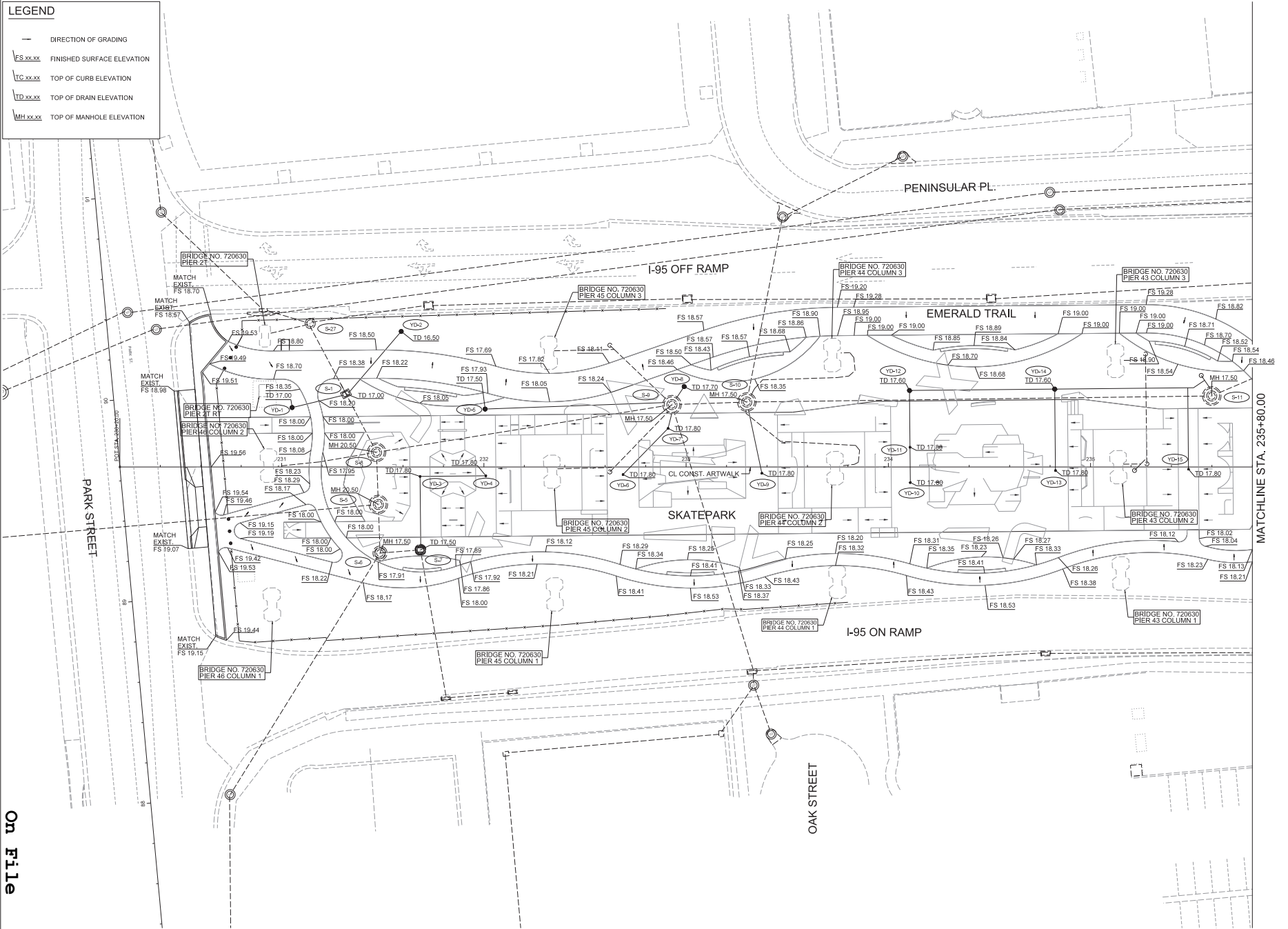
SHEET TITLE:
 DRAINAGE PLAN

SHEET NUMBER:
 6

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

LEGEND

- DIRECTION OF GRADING
- FS xx.xx FINISHED SURFACE ELEVATION
- TC xx.xx TOP OF CURB ELEVATION
- TD xx.xx TOP OF DRAIN ELEVATION
- MH xx.xx TOP OF MANHOLE ELEVATION



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 12574 FLAGLER CENTER
 BLVD.
 SUITE 202
 JACKSONVILLE, FL 32258
 904.363.1110

PROJECT:
ART WALK
 JACKSONVILLE, FL

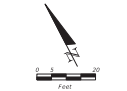
CLIENT:
 CITY OF
JACKSONVILLE
 214 NORTH HOBSON STREET
 JACKSONVILLE, FL 32202

CONSULTANTS
 GAI CONSULTANTS INC.
 12574 FLAGLER CENTER BLVD., SUITE 202
 JACKSONVILLE, FL 32258
 904.363.1110
 WWW.GAICONSULTANTS.COM

REGISTRATION

REVISIONS:

PROJECT NUMBER B190487.00
 SCALE:
 DATE: 07/20/23
 DRAWN: MS
 CHECKED: MB
 APPROVED:
 SCALE & NORTH ARROW



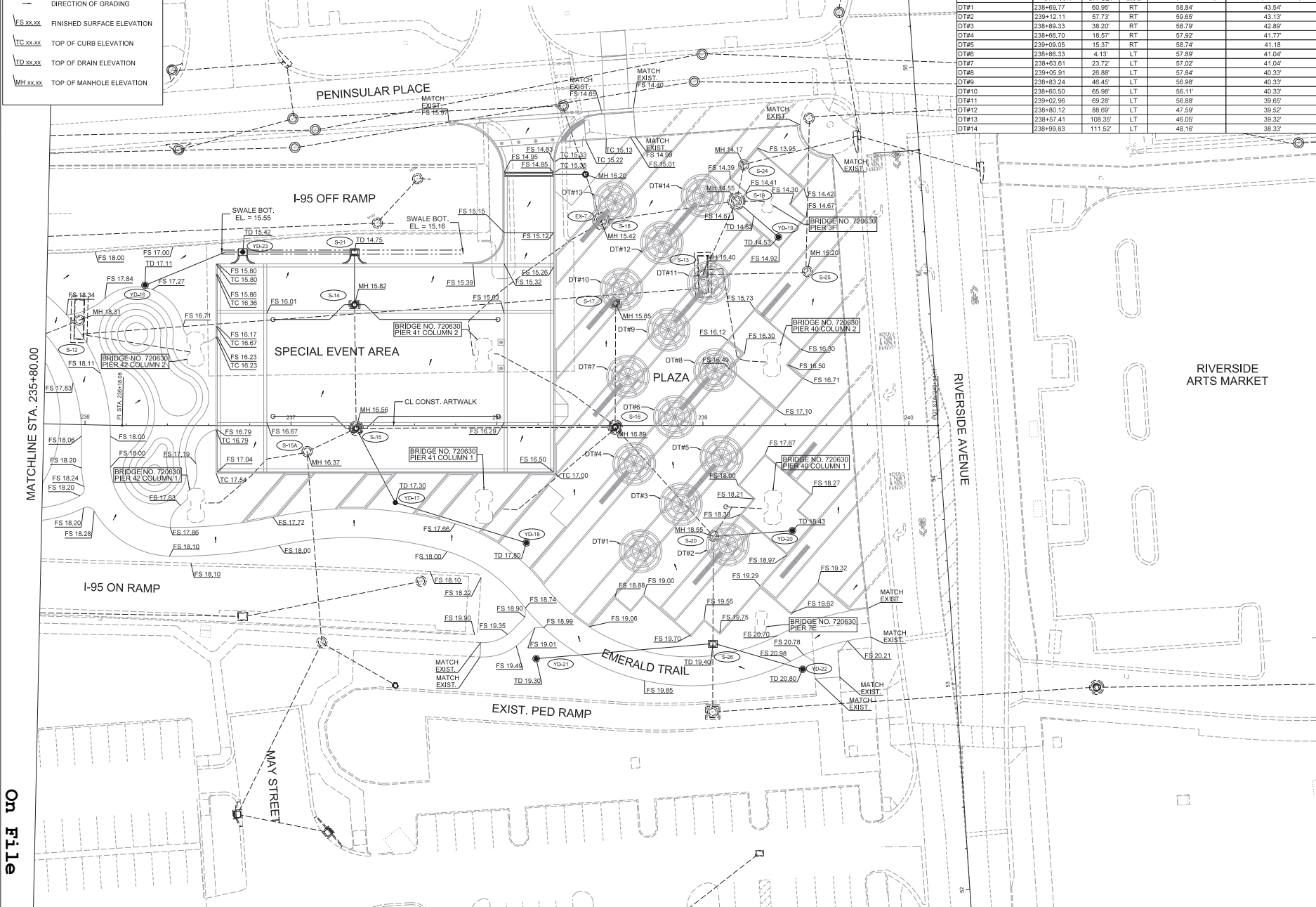
SHEET TITLE
GRADING PLAN

SHEET NUMBER
9

LEGEND

- DIRECTION OF GRADING
- FS xx.xx FINISHED SURFACE ELEVATION
- TC xx.xx TOP OF CURB ELEVATION
- TD xx.xx TOP OF DRAIN ELEVATION
- MH xx.xx TOP OF MANHOLE ELEVATION

DECORATIVE TREE #	DECORATIVE TREE / BRIDGE CLEARANCE				
	STATION	OFFSET	SIDE	BOTTOM OF BRIDGE BEAM (ELEVATION)	TOP OF DECORATIVE TREE (ELEVATION)
DT#1	238+69.77	60.95'	RT	58.84'	43.54'
DT#2	239+12.11	57.73'	RT	59.85'	43.13'
DT#3	238+89.33	38.20'	RT	58.79'	42.89'
DT#4	238+86.70	18.57'	RT	57.92'	41.77'
DT#5	239+09.05	15.37'	RT	58.74'	41.18'
DT#6	238+86.33	4.13'	LT	57.89'	41.04'
DT#7	238+63.61	23.72'	LT	57.02'	41.04'
DT#8	239+05.91	26.88'	LT	57.84'	40.33'
DT#9	238+83.24	46.45'	LT	56.98'	40.33'
DT#10	238+80.50	65.98'	LT	56.11'	40.33'
DT#11	239+02.96	69.28'	LT	56.98'	39.65'
DT#12	238+80.12	98.69'	LT	47.59'	39.52'
DT#13	238+57.41	108.35'	LT	46.05'	39.32'
DT#14	238+89.83	111.52'	LT	48.16'	38.33'



gai consultants
 12574 FLAGLER CENTER BLVD. SUITE 202 JACKSONVILLE, FL 32258 904.363.1110

PROJECT: ART WALK JACKSONVILLE, FL

CONSULTANTS: GAI CONSULTANTS INC. 1000 PALMER PARKWAY BLVD. SUITE 202 JACKSONVILLE, FL 32209 904.363.1110 FAX: 904.363.1107

REGISTRATION

REVISIONS:

PROJECT NUMBER: B19047.00
 SCALE: 3/8"=1'-0"
 DATE: 7/20/23
 DRAWN: MS
 CHECKED: MB
 APPROVED: MS
 SCALE & NORTH ARROW



SHEET TITLE: GRADING PLAN

SHEET NUMBER: 10



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PROJECT
ART WALK
 JACKSONVILLE, FL

CLIENT
CITY OF JACKSONVILLE
 214 NORTH HOSSON STREET
 JACKSONVILLE, FL 32202

CONSULTANTS
 GAI CONSULTANTS INC.
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 JACKSONVILLE, FL 32258
 (904) 363-1110
 FIRM REG. NO. 14544

REGISTRATION

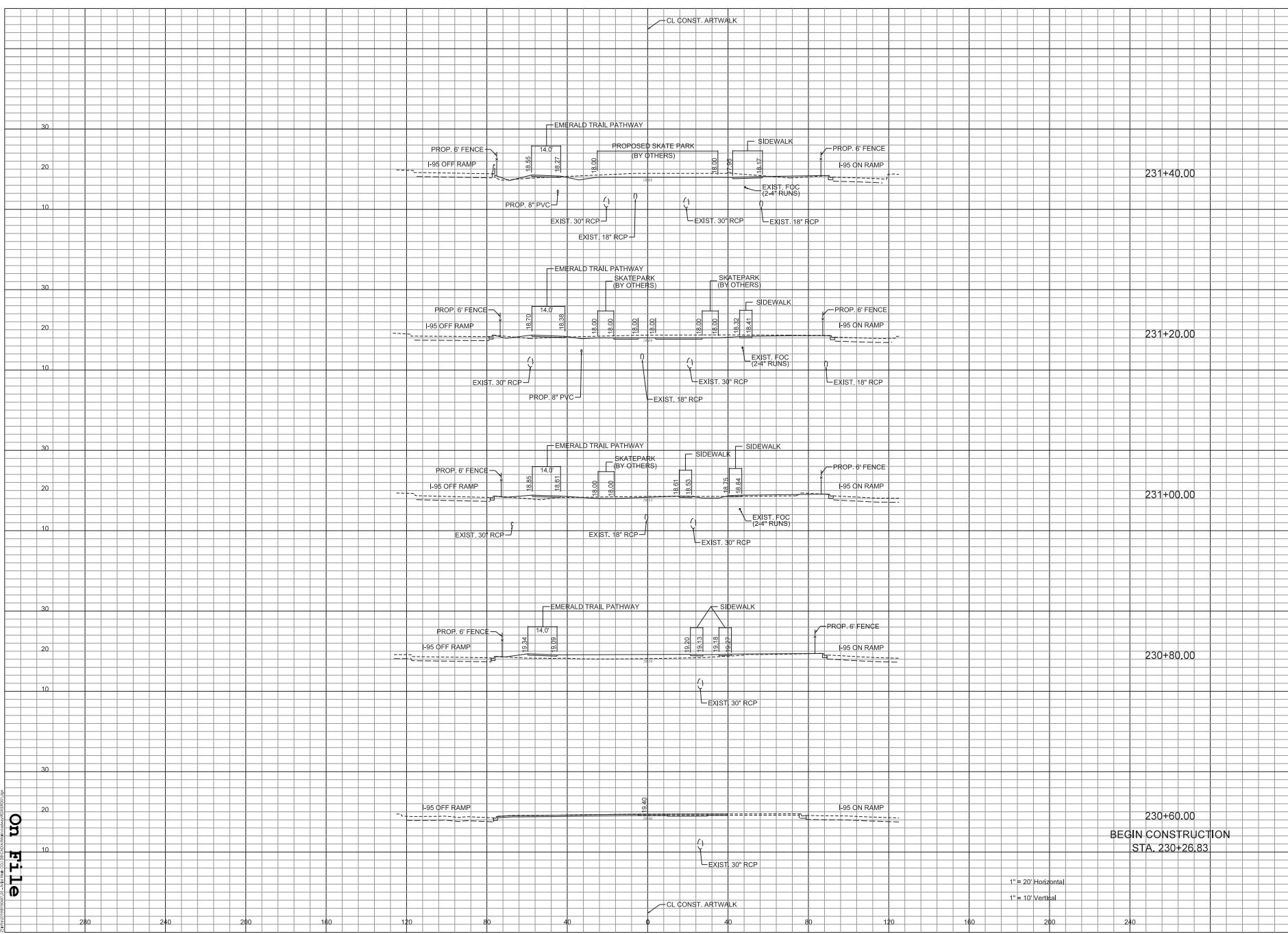
REVISIONS:

NO.	DESCRIPTION

PROJECT NUMBER B190487.00
SCALE:
DATE: 02/15/2023
DRAWN: MS
CHECKED: MS
APPROVED:
SCALE & NORTH ARROW

SHEET TITLE
CROSS SECTIONS

SHEET NUMBER
 11



1" = 20' Horizontal
 1" = 10' Vertical

230+60.00
BEGIN CONSTRUCTION
STA. 230+26.83

On File
 Page 26 of 36



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PROJECT
ART WALK
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CLIENT
CITY OF JACKSONVILLE
 214 NORTH HOSSON STREET
 JACKSONVILLE, FL 32202

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 JACKSONVILLE, FLORIDA 32258
 (904) 363-1110
 FIRM #14-1700-00000 P.E. #14-145447

REGISTRATION

REVISIONS:

PROJECT NUMBER B190487.00

SCALE:

DATE: 03/15/2020

DRAWN: MS

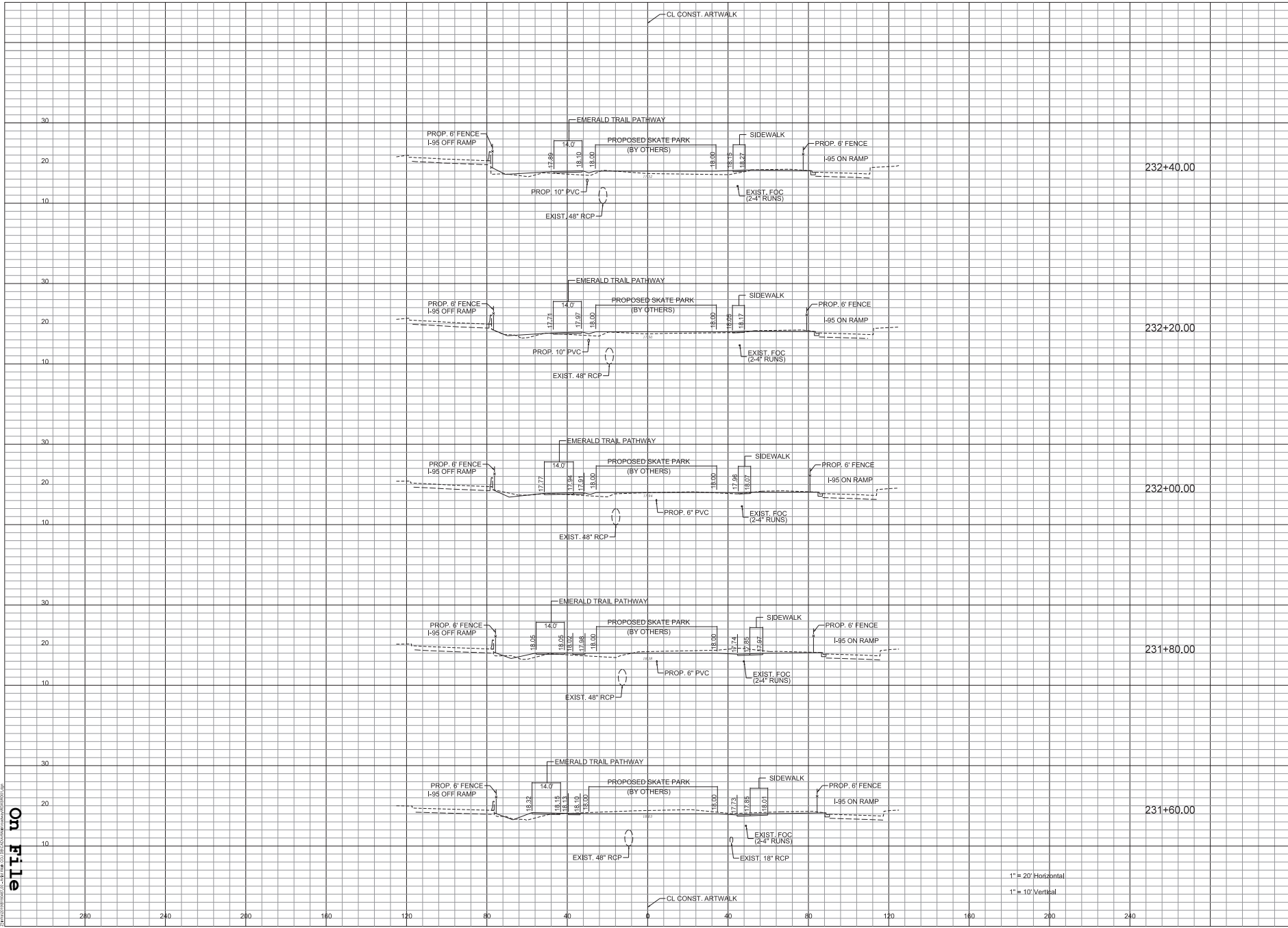
CHECKED: MS

APPROVED:

SCALE & NORTH ARROW

SHEET TITLE
CROSS SECTIONS

SHEET NUMBER
12



1" = 20' Horizontal
 1" = 10' Vertical

On File
 Page 27 of 36

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PROJECT
ART WALK
 JACKSONVILLE, FL

CLIENT
CITY OF JACKSONVILLE
 214 NORTH HOBSON STREET JACKSONVILLE, FL 32202

CONSULTANTS
 GAI CONSULTANTS INC.
 12574 FLAGLER CENTER BLVD., SUITE 900 JACKSONVILLE, FL 32258
 (904) 363-1110
 WWW.GAI-CONSULTANTS.COM

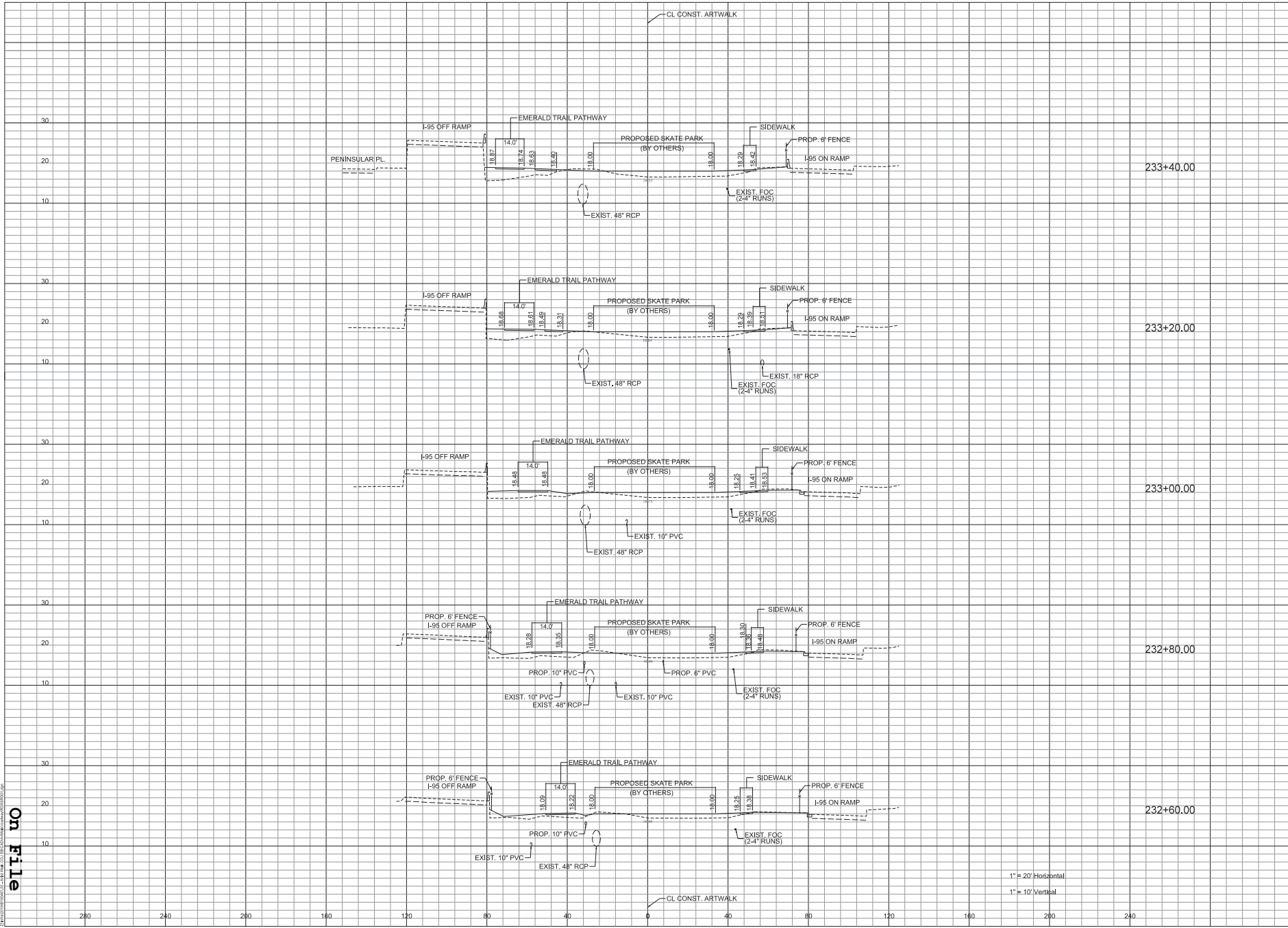
REGISTRATION

REVISIONS:

NO.	DESCRIPTION

PROJECT NUMBER B190487.00
SCALE:
DATE: 03/15/2020
DRAWN: MS
CHECKED: MS
APPROVED:
SCALE & NORTH ARROW

SHEET TITLE
CROSS SECTIONS
SHEET NUMBER
 13





gai consultants
 12574 FLAGLER CENTER
 BLVD.
 SUITE 900
 JACKSONVILLE, FL 32258
 904.363.1110

PROJECT
ART WALK
 JACKSONVILLE, FL

CLIENT
CITY OF JACKSONVILLE
 214 NORTH HOGAN STREET
 JACKSONVILLE, FL 32202

CONSULTANTS
 GAI CONSULTANTS INC.
 12574 FLAGLER CENTER BLVD - SUITE 900
 JACKSONVILLE, FL 32258
 (904) 363-1110
 FIRM REG. NO. 14544

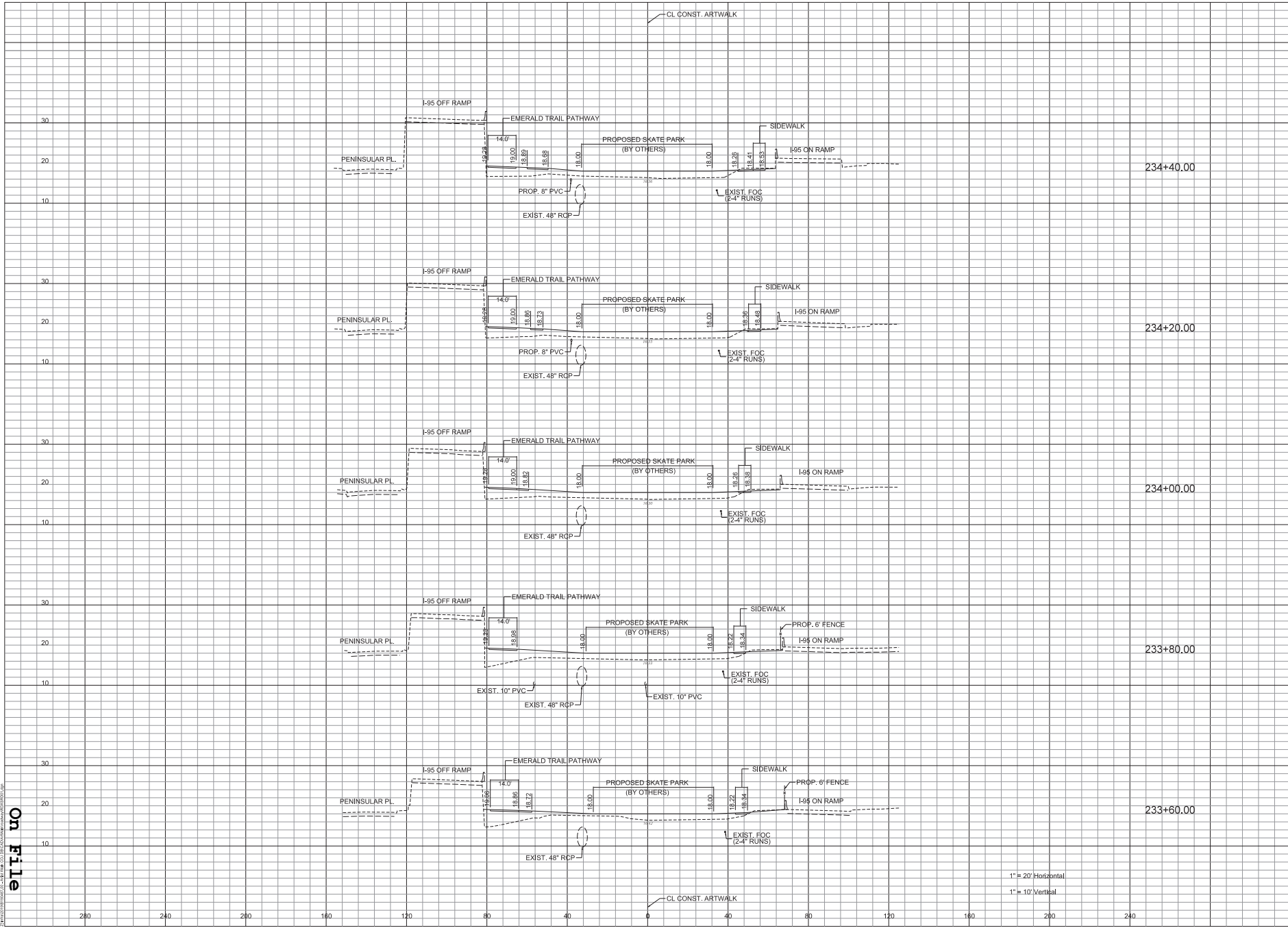
REGISTRATION

REVISIONS:

PROJECT NUMBER B190487.00
SCALE:
DATE: 03/15/2020
DRAWN: MS
CHECKED: MS
APPROVED:
SCALE & NORTH ARROW

SHEET TITLE
CROSS SECTIONS

SHEET NUMBER
14



1" = 20' Horizontal
 1" = 10' Vertical

On File
 Page 29 of 36

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 BLVD.
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 904.363.1110

PROJECT
ART WALK
 JACKSONVILLE, FL

CLIENT
CITY OF JACKSONVILLE
 214 NORTH HOSBAIN STREET
 JACKSONVILLE, FL 32202

CONSULTANTS
 G&G CONSULTANTS INC.
 1000 WILSON BOULEVARD, SUITE 200
 JACKSONVILLE, FL 32218
 (904) 844-1100
 FIRM No. 10000000000000000000

REGISTRATION

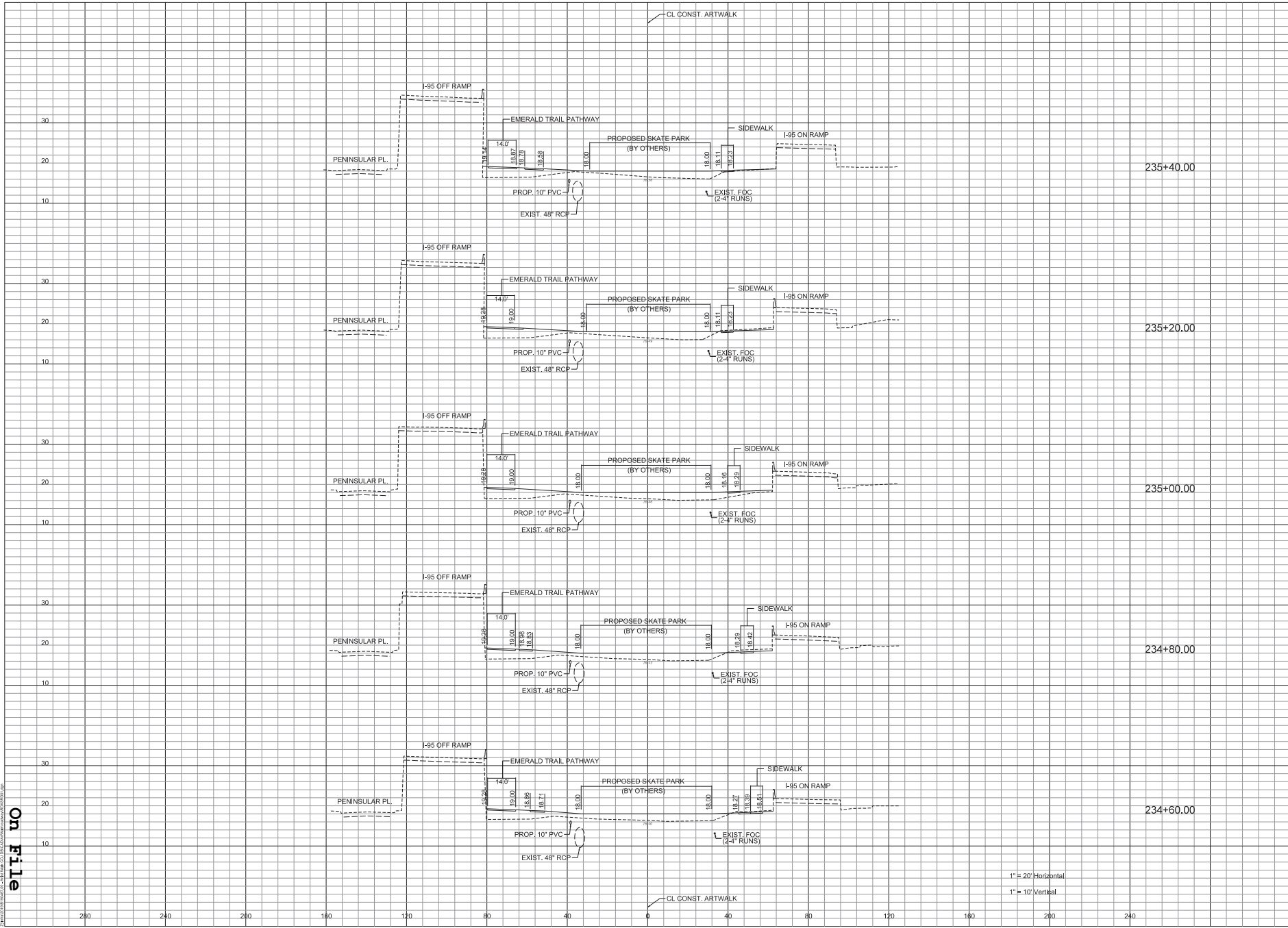
REVISIONS:

NO.	DATE	DESCRIPTION

PROJECT NUMBER: B190487.00
 SCALE:
 DATE: 03/15/2023
 DRAWN: MS
 CHECKED: MS
 APPROVED:
 SCALE & NORTH ARROW

SHEET TITLE
CROSS SECTIONS

SHEET NUMBER
 15



1" = 20' Horizontal
 1" = 10' Vertical

On File
 Page 30 of 36

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PROJECT:

ART WALK

 JACKSONVILLE, FL

CLIENT:

CITY OF JACKSONVILLE

 214 NORTH HOBSON STREET

 JACKSONVILLE, FL 32202

CONSULTANTS:

 GAI CONSULTANTS INC.

 1000 W. WASHINGTON BLVD., SUITE 200

 JACKSONVILLE, FL 32209

 (904) 363-1110

REGISTRATION

REVISIONS:

NO.	DATE	DESCRIPTION

PROJECT NUMBER: B190487.00

 SCALE:

 DATE: 09/15/2020

 DRAWN: MS

 CHECKED: MS

 APPROVED:

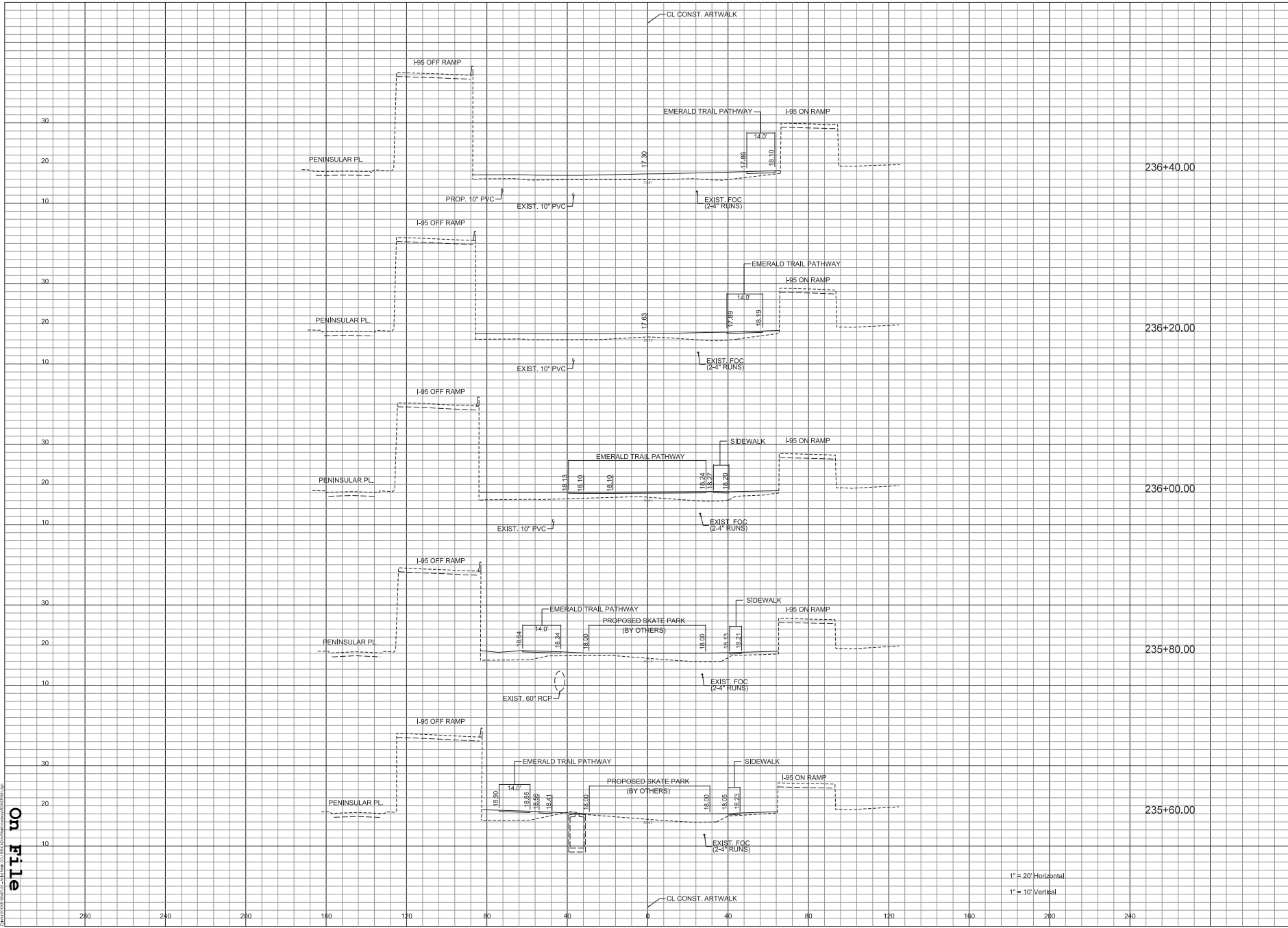
 SCALE & NORTH ARROW

SHEET TITLE:

CROSS SECTIONS

SHEET NUMBER:

16



1" = 20' Horizontal

 1" = 10' Vertical



gal consultants
 12874 FLAGLER CENTER
 SUITE 400
 JACKSONVILLE, FL 32258
 904.383.1110

PROJECT:
 JACK WALK
 JACKSONVILLE

CLIENT:
 CITY OF
 JACKSONVILLE
 1001 W. BAY STREET
 JACKSONVILLE, FL 32202

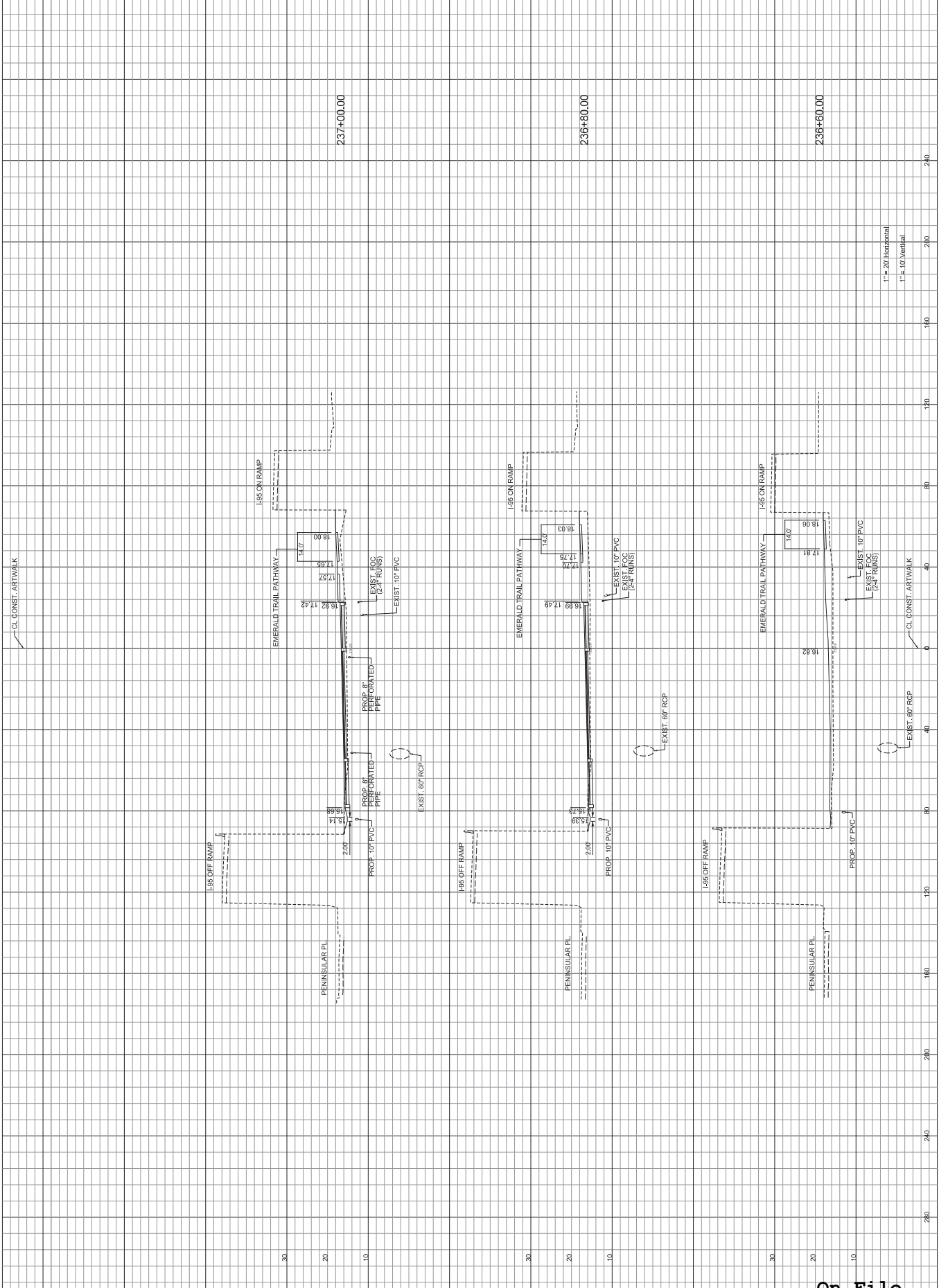
CONSULTANTS:
 1145 UNIVERSITY CENTER BLVD - 4TH FLOOR
 JACKSONVILLE, FL 32216
 904.255.8800
 WWW.GALCONSULTANTS.COM

REGISTRATION:

REVISIONS:

PROJECT NUMBER: 812345678
 SCALE: 1"=20'
 DATE: 08/15/2024
 DRAWN: [blank]
 CHECKED: [blank]
 APPROVED: [blank]
 SCALE: NORTH ARROW

SHEET TITLE
CROSS SECTIONS
 SHEET NUMBER
17



1" = 20' Horizontal
 1" = 10' Vertical

On File

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BLVD.
SUITE 900
JACKSONVILLE, FL 32258
904.363.1110

PROJECT
ART WALK
JACKSONVILLE, FL

CLIENT
CITY OF JACKSONVILLE
214 NORTH HOSBEN STREET
JACKSONVILLE, FL 32202

CONSULTANTS
GAI CONSULTANTS INC.
100 W. PALM BEACH BLVD., SUITE 200
JACKSONVILLE, FL 32202
PUNNETT WOODLAND P.L.L.C. #45447

REGISTRATION

REVISIONS:

PROJECT NUMBER B190487.00

SCALE:

DATE: 03/15/2020

DRAWN: MS

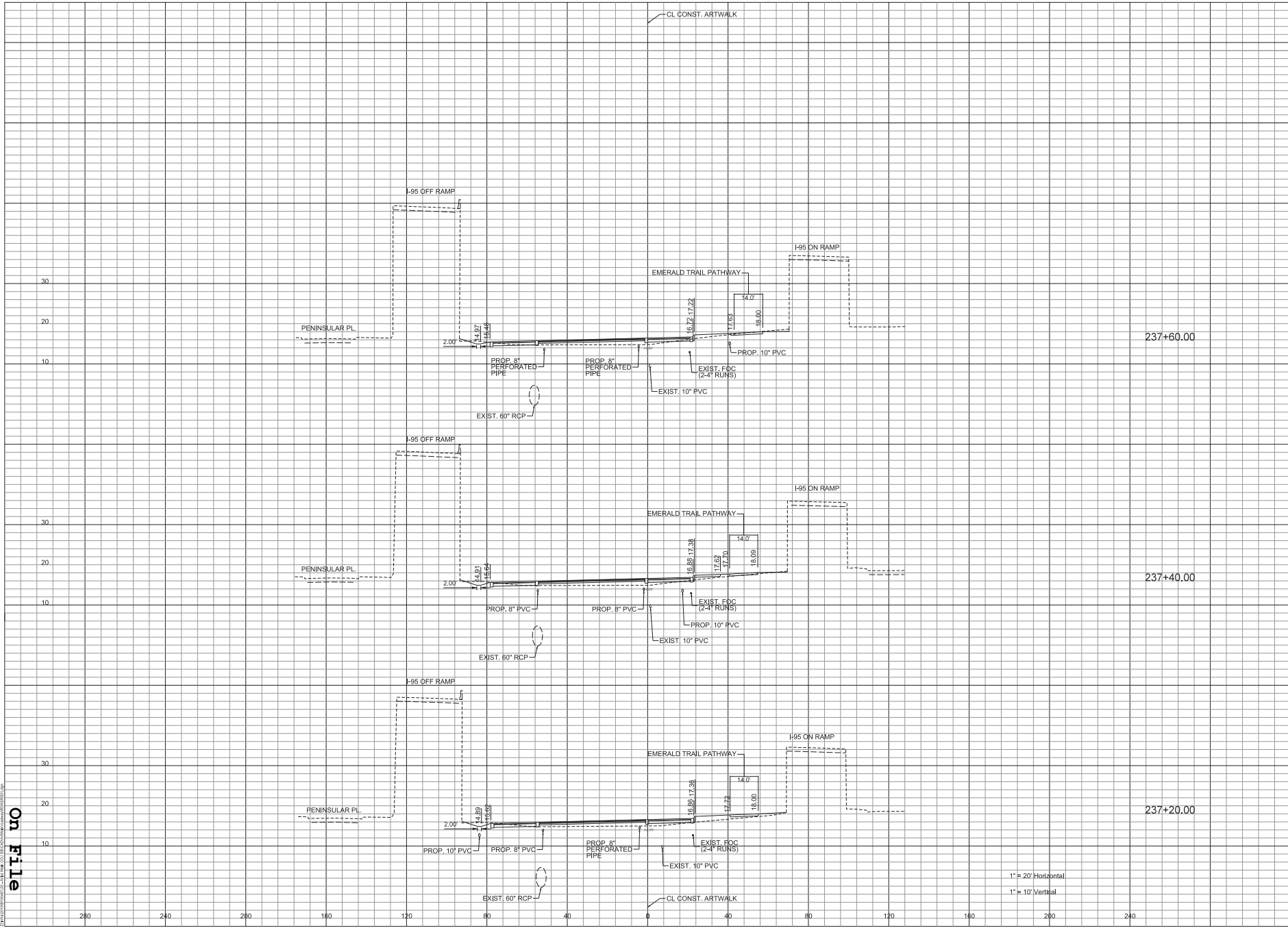
CHECKED: MS

APPROVED:

SCALE & NORTH ARROW

SHEET TITLE
CROSS SECTIONS

SHEET NUMBER
18



1" = 20' Horizontal
1" = 10' Vertical

On File
 Page 33 of 36

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gat consultants
12874 FLAGLER CENTER
SUITE 600
JACKSONVILLE, FL 32258
904.383.1110

PROJECT:
ART WALK
JACKSONVILLE, FL

CLIENT:
CITY OF JACKSONVILLE
PROJECT NO. 13187
JACKSONVILLE, FL 32202

CONSULTANTS:
1515 UNIVERSITY BLVD. SUITE 400 - 4th FLOOR
JACKSONVILLE, FL 32202
PHONE: 904.383.1110
FAX: 904.383.1110

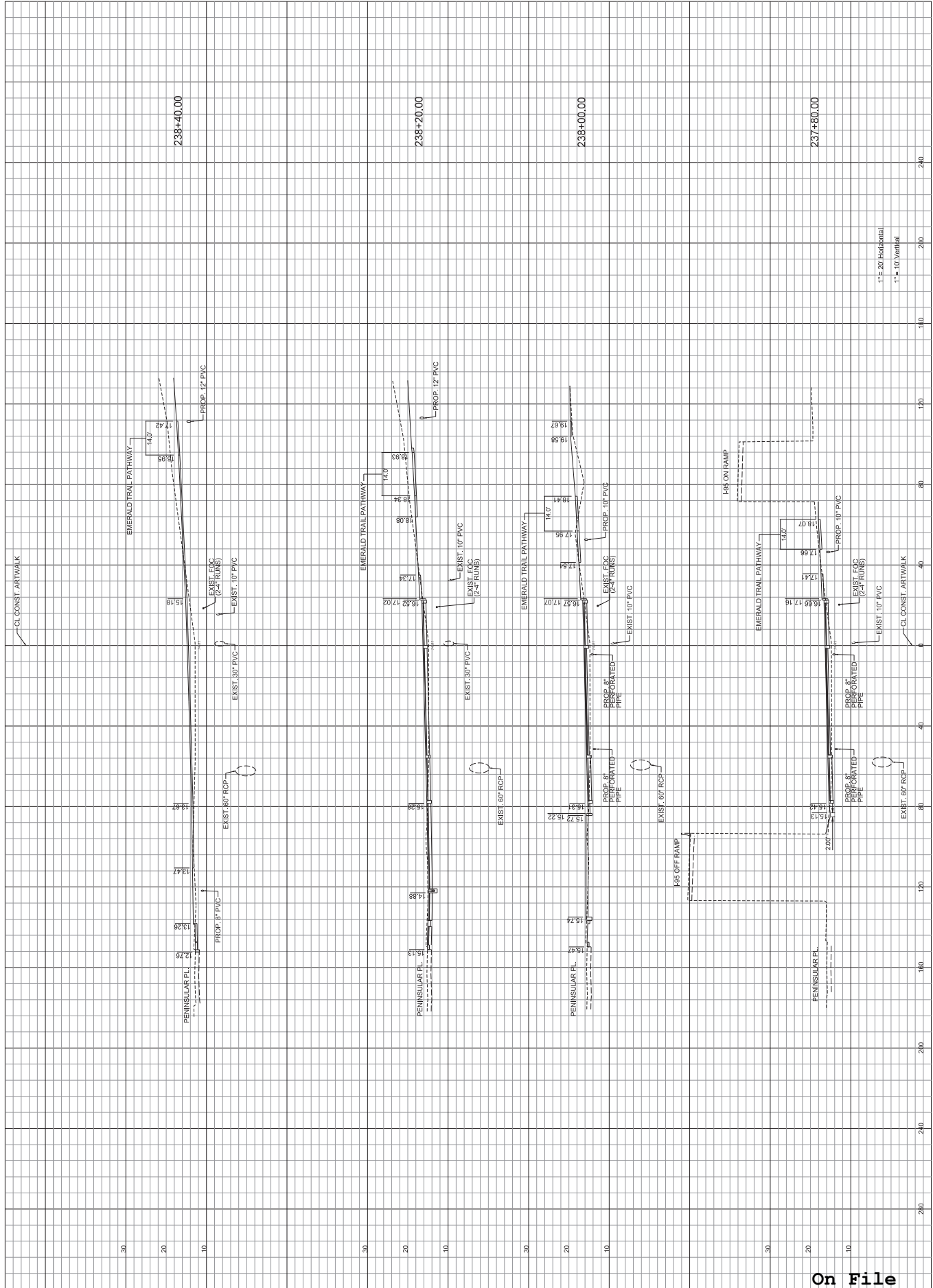
REGISTRATION:
Professional Engineer
No. 10080
State of Florida
Professional Seal No. 10080

REVISIONS:

NO.	DESCRIPTION	DATE

PROJECT NUMBER: BTJ04010.00
SCALE: AS SHOWN
DATE: 09/28/2011
DRAWN BY: JWS
CHECKED BY: JWS
APPROVED BY: JWS
SCALE: HORIZONTAL
SCALE: VERTICAL

SHEET TITLE: CROSS SECTIONS
SHEET NUMBER: 19





12574 FLAGLER CENTER
BLVD.
SUITE 900
JACKSONVILLE, FL 32258
904.363.1110

PROJECT
ART WALK
JACKSONVILLE, FL

CLIENT
CITY OF
JACKSONVILLE
214 NORTH HOSAN STREET
JACKSONVILLE, FL 32202

CONSULTANTS
GAI CONSULTANTS, INC.
12574 FLAGLER CENTER BLVD. - SUITE 900
JACKSONVILLE, FL 32258
904.363.1110
WWW.GAICONSULTANTS.COM

REGISTRATION

REVISIONS:

NO.	DATE	DESCRIPTION

PROJECT NUMBER B190487.00

SCALE:

DATE: 09/19/2023

DRAWN: MS

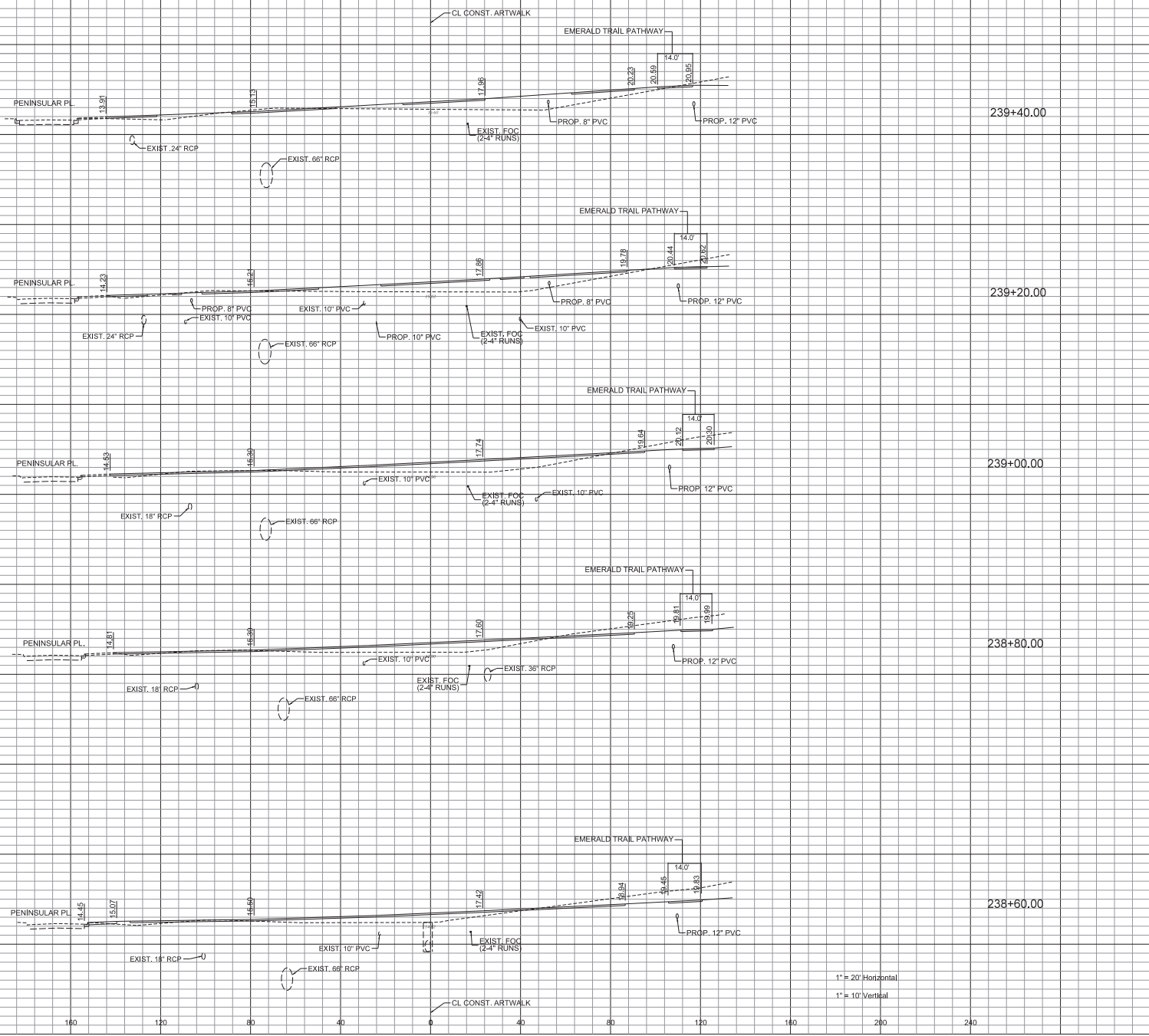
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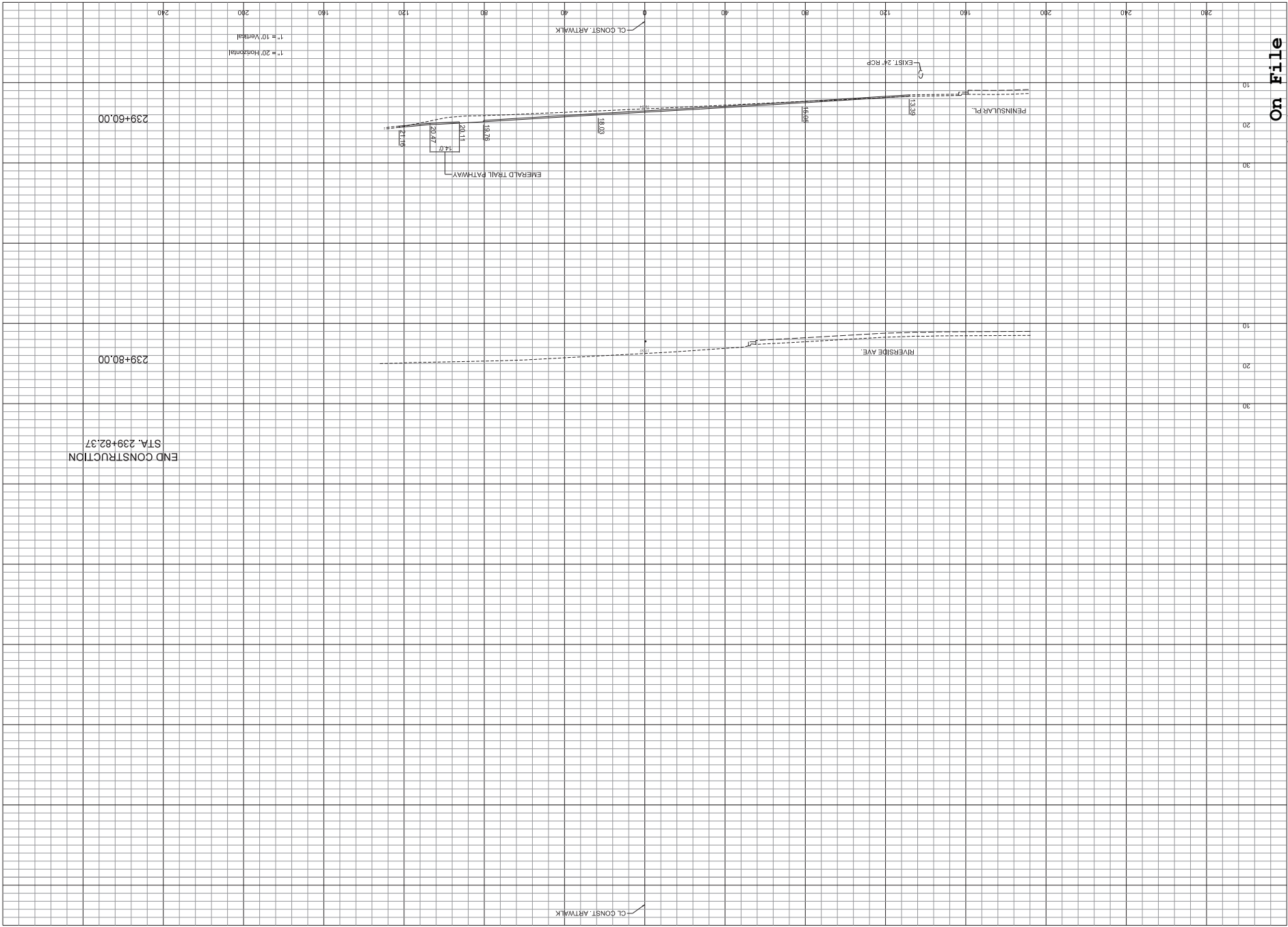
APPROVED:

SCALE & NORTH ARROW

SHEET TITLE
CROSS SECTIONS

SHEET NUMBER
20





CL CONST. APRTWALK

CL CONST. APRTWALK

T = 20' Horizontal

T = 10' Vertical

239+60.00

239+80.00

END CONSTRUCTION
STA. 239+82.37

PROJECT NUMBER: B19047.00
SCALE: 1" = 20' HORIZONTAL
DATE: 08/15/2020
DRAWN: MS
CHECKED: MS
APPROVED: MS
SCALE & NORTH ARROW

REVISIONS:

REGISTRATION:

CONSULTANTS:
1515 PARKWAY CENTER AVENUE, SUITE 202
JACKSONVILLE, FLORIDA 32209
PHONE: 904.363.1110
FAX: 904.363.1110

CLIENT:
CITY OF JACKSONVILLE
215 NORTH HOSPITAL STREET
JACKSONVILLE, FL 32202

PROJECT:
12574 FLAGLER CENTER
SUITE 900
JACKSONVILLE, FL 32258
904.363.1110
ART WALK
JACKSONVILLE, FL



gai consultants

SHEET TITLE: CROSS SECTIONS

SHEET NUMBER: 21