



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

New Business - Development and Environmental Services Group

J.1.

5/28/2020

Subject:

Discussion Re: Right-of-Way Use Agreement with the Suntree Master Homeowner's Association to Supersede Existing Agreement - District 4

Fiscal Impact:

None

Dept/Office:

Public Works Department/Finance and Contracts Administration

Requested Action:

It is requested the Board of County Commissioners discuss and direct staff pertaining to the Right-of-Way Use Agreement with the Suntree Master Homeowner's Association to supersede the existing agreement to permit improvements to be installed and maintained in the Suntree Master Planned Unit Development. Based on the outcome of Board direction, it is requested the Board authorize the Chair to execute the Right-of-way Use Agreement.

Summary Explanation and Background:

On November 13, 2012, Brevard County and the Suntree Master Homeowner's Association entered into the Right-of-Way Use Agreement. The premises in that agreement were not all inclusive of the public rights-of-way of Suntree. The updated Right-of-Way Use Agreement will supersede the existing agreement and will more clearly define the premises to include all the public rights-of-way within the Suntree Master Planned Unit Development. These public rights-of-way within the Suntree Master Planned Unit Development, are depicted on Attachment "A" of the Right-of-Way Use Agreement, which have been dedicated to Brevard County. The Association desires to install and maintain improvements consisting of landscaping, signage, hardscape, irrigation, and related improvements. New improvements will be submitted by the Association to the County as right-of-way permit applications, and issuance of the permits shall be subject to approval by the County. Additionally, the Association desires to improve the public right-of-way at Interlachen Road near its intersection with Wickham Road by installing improvements pursuant to plans and specifications approved by the County in Permit No. 20RW00124. The improvements are depicted in Attachment B of the Agreement.

The County and Association acknowledge and agree that an inventory will be conducted to identify pre-existing improvements upon particular public rights-of-way. It is intended that all of the maintenance responsibilities relating to the pre-existing improvements of interest to the Association be formally assumed by the Association. The County and Association acknowledge that should improvements not be accepted for maintenance by the Association, the Association shall make reasonable effort to facilitate County coordination with a sub-association or other Association member for formal assignment of maintenance obligations. If no entity accepts maintenance responsibility of any existing improvements installed in the public rights-of-way,

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those improvements **shall** be removed as provided for in Section 6 of the Right-of-Way Use Agreement. However, the General Manager of the Suntree Master Homeowner's Association expressed concern with the aforementioned "shall" and requested the Board consider "may" in alternative. It is the recommendation of staff and the County Attorney's Office to utilize "shall" which is included in the attached Right-of-Way Use Agreement.

The County may allow the use of the public right-of-way for purposes which do not conflict with the interests of the public as set forth in Section 125.01, Florida Statutes. In accordance with the Agreement, the Association shall be required to maintain, repair, and replace the permitted improvements without cost to the County. Additionally, the Association is required to provide general liability insurance in an amount not less than one million dollars and name the County as additional insured.

The initial term of the Agreement shall be twenty years commencing with the date of execution by the Board and shall automatically renew annually unless terminated by either party with sixty days' written notice. Upon termination, the Association shall remove all improvements from the public rights-of-way or the Association shall reimburse the County for the cost of such removal. Furthermore, in the event of termination and the County assumes ownership of the improvements, the County does not assume maintenance responsibility unless expressly provided in writing.

In accordance with Administrative Order 29, the attached Right-of-Way Use Agreement, including the use of "shall" in Section 6, has been reviewed and approved by the County Attorney's Office and Risk Management. This Agreement will supersede the Right-of-Way Use Agreement entered into by the County and the Association on November 13, 2012.

Clerk to the Board Instructions:

Please return the fully executed Right-of-Way Use Agreement to the Public Works Department.



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001

Fax: (321) 264-6972

Kimberly.Powell@brevardclerk.us

May 29, 2020

M E M O R A N D U M

TO: Corrina Gumm, Interim Public Works Director

RE: Item J.1, Discussion of Right-of-Way Use Agreement with the Suntree Master Homeowner's Association to Supersede Existing Agreement

The Board of County Commissioners, in regular session on May 28, 2020, approved the Right-of-Way Use Agreement with the Suntree Master Homeowner's Association to supersede the existing agreement to permit improvements to be installed and maintained in the Suntree Master Planned Unit Development; and authorized the Chair to execute the Agreement. Enclosed is an executed copy of the Agreement.

Upon execution by the Suntree Master Homeowner's Association, please forward a fully-executed copy of the Agreement to this office for inclusion in the official minutes.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Kimberly Powell
Kimberly Powell, Deputy Clerk

/cw

Encl. (1)

cc: Contracts Administration
Finance
Budget

RIGHT-OF-WAY USE AGREEMENT (Suntree Master Homeowners Association)

This Right-Of-Way Use Agreement (the "Agreement"), made and entered into by and between Brevard County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), and Suntree Master Homeowners Association, Inc., a Florida corporation (hereinafter referred to as "Association") whose principal address is 7550 Spyglass Hill Road, Melbourne, Florida 32940.

RECITALS

Whereas, the public rights-of-way within the Suntree Master Planned Unit Development located in Brevard County, Florida, more particularly set forth in Attachment A attached hereto and incorporated herein by this reference (the Public Right-of-Way) have been dedicated to Brevard County, Florida; and

Whereas, Association is the declarant under that certain Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for the Suntree Master Homeowners Association, Inc. recorded on July 16, 1977 in Official Records Book 1545, Page 144-168, of the Public Records of Brevard County, Florida, which governs that certain residential neighborhood known as Suntree; and

Whereas, the County and Association desire to enter into this Agreement to supersede that certain Right of Way Use Agreement entered into by the County and Association on November 13, 2012; and

Whereas, the County and Association acknowledge and agree that an inventory, agreed upon by the County and the Association, will be conducted to identify pre-existing Improvements upon a particular Public Rights-of-Way, it is intended that all of the maintenance responsibilities relating to the pre-existing Improvements, which may consist of, but are not limited to, landscaping, signage, hardscape, irrigation, and/or other related improvements installed within the Public Right-of-Way be formally assumed by the Association; and Whereas, the County and Association acknowledge that should improvements not be accepted for maintenance by the Association, the Association shall make reasonable effort to facilitate County coordination with a sub-association or other Association Member for formal assignment of maintenance obligations; and

Whereas, Association desires to improve the Public Right-of-Way at Interlachen Road near its intersection with Wickham Road by installing improvements pursuant to plans and specifications approved by the County in Permit No. 20RW00124. The improvements are depicted in Attachment B, attached and incorporated herein by this reference; and

Whereas, Association desires to improve the Public Right-of-Way by installing future improvements, which may consist of, but are not limited to, improvements for landscaping,

signage, hardscape, irrigation, and/or other related improvements pursuant to plans and specifications approved by the County and further described below; and

Whereas, the County pursuant to the authority set forth in Section 125.01, Florida Statutes, may allow the use of a public right-of-way for purposes which do not conflict with the interests of the public or are in the interests of the public; and

Whereas, the County has determined that use of the Public Right-of-Way by Association for the installation, operation, maintenance, repair and improvement of such improvements to the Public Right-of-Way pursuant to this Agreement promotes the public interest.

Now therefore, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

Section 1. Recitals

The above recitals are true and correct and incorporated into this Agreement by this reference.

Section 2. Definitions

The following terms used in this Agreement shall have the meaning given to such terms below:

- a) Agreement: shall mean this Right-of-Way Use Agreement (Suntree Master Homeowners Association).
- b) Association: shall mean the Suntree Master Homeowner's Association, successors and assigns.
- c) Association Member: shall mean the owner of any unit within the Association that is not a sub-association homeowners association. Examples include other entities such as churches, medical offices, etc.
- d) County: shall mean Brevard County, Florida, a political subdivision of the State of Florida.
- e) Declaration: shall mean the Suntree Master Homeowners Association Declaration pursuant to Paragraph 13 of this Agreement
- f) Designated Premises: shall mean that portion of the Public Right-of-Way more particularly described in Attachment "A" attached hereto and incorporated herein by this reference, where the Improvements, pre-existing or to be installed will be maintained, with the Designated Premises to be more particularly described in the Plans as approved by the County.
- g) Improvements: shall mean those certain improvements previously installed or to be installed by Association within the Designated Premises and maintained by Association in accordance with the provisions of this Agreement as approved by the County pursuant to any Right-of-Way Permit issued by the County.

h) Plans: shall mean those certain plans for the construction and installation of Improvements which have been approved by Association and the County as part of a Right-of-Way Permit.

i) Prompt or Promptly: For purposes of Section 8, the term "promptly" shall mean no later than fourteen days after Association receives written notice of the need for maintenance, repairs, or replacements to the applicable Improvements (as may be extended on a day-by-day basis for acts of force majeure beyond Association's control); however, to the extent such maintenance, repairs, or replacements cannot reasonably be completed within fourteen days, the term "promptly" shall mean Association shall commence such maintenance, repairs, or replacements within such initial fourteen day period and shall diligently work to complete such maintenance, repairs, or replacements. For purposes of Section 10, the term "promptly" or "prompt" shall mean no later than fourteen days after Association receives actual notice of the existence of a hazardous condition, or a condition in need of maintenance as required hereunder, at the Designated Premises.

j) Public Right-of-Way: shall have the meaning given to such term in the first recital set forth above.

k) Right-of-Way Permit: shall mean the official written approval to begin construction or installation of Improvements according to the application, plans, specifications and conditions approved by the County.

Section 3. Construction and Maintenance of Property

During the term of this Agreement, Association hereby agrees to construct and maintain the Improvements within the Designated Premises in the manner described in this Agreement and as permitted by the County. Improvements shall be constructed and installed in such a manner so as to not cause damage to or interfere with any County improvements or facilities. Any such damage to County improvements or facilities shall be remedied immediately at no cost to the County. Nothing contained in this Agreement shall supersede the terms and conditions of the Landscape Maintenance Services Contract entered into agreement between the County and the Association effective on July 1, 2019.

Section 4. Term

The initial term of this Agreement shall be twenty years commencing with the date of the execution of this Agreement by the County and Association, and shall thereafter be automatically renewed annually unless terminated by either party, in accordance with paragraph 15 Termination herein.

Section 5. Use of Designated Premises

During the term of this Agreement, Association shall use the Designated Premises only for construction and installation of the Improvements and related maintenance thereto. It is hereby mutually agreed and understood that the use of any structure, improvement or facility now or hereafter located on the Designated Premises as part of the Improvements shall be for decorative or informational purposes only and not for human occupancy, nor shall such

Improvements create traffic hazards. It is specifically agreed and understood that the use herein set forth for the Improvements upon the Designated Premises shall be the only use consented to by the County, and that failure to comply with this provision shall be considered a material breach of this Agreement, whereupon the County shall be entitled to immediately terminate this Agreement.

Section 6. Improvements

All Improvements installed and/or permitted upon the Designated Premises by Association shall be maintained by Association on the Designated Premises during the term of this Agreement in accordance with this Agreement and any County issued Right-of-Way Permit. However, the County and Association acknowledge and agree that upon completion of an inventory of pre-existing Improvements upon a particular Public Right-of-Way, it is intended that all of the maintenance responsibilities relating to the pre-existing Improvements on that Public Right-of-Way be formally assumed by the Association. Any such maintenance assignments shall be by a written instrument executed by both parties assigning such maintenance responsibilities to the Association, and on behalf of the Association assuming such maintenance responsibilities. Upon the execution of such maintenance assignments, the County shall be released from all maintenance obligations and duties it may or may not have had hereunder and that the County shall thereafter look solely to the Association for the performance of such maintenance. Should the Association refuse to accept maintenance obligations and duties of existing Improvements upon a particular Public Right-of-Way, the Association shall make reasonable effort to facilitate County coordination with a sub-association or Association Member for formal assignment of maintenance obligations via a separate Right of Way Use Agreement. Should the Association, sub-association, and Association Member refuse to accept responsibility for existing improvements and enter into a separate Right of Way Use Agreement, such refusal shall result in the immediate removal of the existing Improvements by the County.

In the event any pre-existing improvements or future improvements cause damage to County property, to include but not limited to, sidewalk/roadway/curb and gutter/drainage inlets, Association will be responsible for prompt repair to such County property. If Association fails to promptly repair the damage, Association will pay the County all costs incurred by the County to repair the damage.

It is hereby agreed and understood that any Improvements placed on or constructed on the Designated Premises and permanently attached thereto, shall remain the property of Association and that Association retains the right to remove such improvement within sixty days of the date of termination of this Agreement, whether by breach or by expiration of its natural term. In the event such Improvements are not removed within sixty days of termination, the Improvements shall become the property of the County, and the County may remove the Improvements. To the extent the County elects to remove any such Improvements, Association shall reimburse the County for the cost of removal within thirty days of receipt of an invoice for such removal expenses.

Section 7. Utilities

Association shall pay all charges for electrical service and other utility services supplied to Association at the Designated Premises for the Improvements during the term of this Agreement.

Section 8. Repairs and Maintenance

During the term of this Agreement, Association shall, at its own expense, maintain the Designated Premises and all Improvements on the Designated Premises in accordance with all applicable County and Florida Department of Transportation current maintenance and safety requirements and as updated and make all necessary repairs and replacements to the Designated Premises and/or the Improvements. Such maintenance, repairs and replacements shall be made promptly as and when necessary. Notification of the need for such repair and/or maintenance may be given to Association by written or electronic communication.

Section 9. Illegal, Unlawful or Improper Use

Association shall make no unlawful, improper, immoral or offensive use of the Designated Premises, nor will Association use the Designated Premises or allow use of the Designated Premises for any purposes other than that hereinabove set forth. Failure of Association to comply with this provision shall be considered a material default under this Agreement. In the event any of the Improvements are deemed a traffic safety hazard by the County or the Florida Department of Transportation, such use shall be deemed an improper use and this Agreement shall be subject to immediate termination.

Section 10. Indemnification and Insurance

Except where limited by law, Association agrees that it will indemnify and save harmless the County from any and all liability, claims, damages, expenses, proceedings and causes of action of every kind and nature arising out of or connected with the use, occupation, management or control of the Designated Premises or any of the Improvements thereon or any equipment or fixtures used in connection with the Designated Premises by Association or its employees or independent contractors. Association agrees that it will, at its own expense, defend any and all actions, suits or proceedings which may be brought against the County in connection with Association's use of the Designated Premises pursuant to this Agreement and that it will satisfy, pay and discharge any and all judgments that may be entered against the County in any such action or proceedings. Association shall include in any contract for work upon or involving the Designated Premises that the contractor shall indemnify and hold harmless the County from liabilities, damages, losses and costs, including but not limited to attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of the contract. The parties acknowledge specific consideration has been exchanged for the provision.

Association further agrees to provide and maintain at all times during the term of this Agreement, without cost or expense to the County, policies of General Liability Insurance insuring Association against any and all claims, demands or causes of action whatsoever for injuries received and damages to property in connection with the use, occupation, management and control of the Designated Premises and the Improvements thereon. Such

policies of insurance shall insure Association in an amount not less than one million dollars to cover any and all claims arising in connection with any one particular accident or occurrence. A certificate of such insurance policies shall be filed with the Public Works Department, 2725 Judge Fran Jamieson Way, Bldg. A. 201, Viera, Florida, 32940, within ten days of the date of execution of this Agreement by Association and the County and annually upon insurance renewal. The County shall be named as an additional insured on the policy that Association secures and endorsed with a provision that entitles the County to thirty days written notice from the insurer of any change or cancellation in said policies. The County's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure or maintain the insurance required herein, nor serve as a waiver of any rights or defenses the County may have.

Association shall also be required to include in any contract for work upon or involving the Designated Premises that the contractor is required to maintain, without cost or expense to the County, the following types of insurance. The policy limits required are to be considered minimum amounts:

- General Liability Insurance in an amount not less than one million dollars combined single limit for each occurrence and to include coverage for Explosion, Collapse, Underground (XCU) hazards.
- Workers' Compensation Insurance (for statutory limits) as required by Florida Statutes, Chapter 440.

Nothing contained in this Agreement shall be construed as a waiver of County's right to the protections of and/or caps on damages afforded by sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the County's potential liability under state or federal law.

Association shall notify the County promptly in writing of any hazardous condition existing on or about the Designated Premises.

All Improvements or personal property constructed or placed on or about the Designated Premises by Association or its employees or independent contractors shall be at the risk of Association, and the County shall not be liable for any damage or loss to any Improvements or personal property located thereon for any cause whatsoever. Association agrees and understands that the County does not and shall not carry liability, theft, or fire insurance on any of said items or facilities to cover Association's interests therein.

Section 11. Right of Entry

It is expressly stipulated that this Agreement is a license for permissive use only and that the construction within and/or upon public property pursuant to this Agreement shall not operate to create or vest any property right in said holder. This Agreement does not relieve Association of local or other jurisdictional requirements. The County or its agents may enter in and on the Designated Premises at any time for any purpose, including inspecting such property or performing other duties of the County as are required by law or by the terms of this

Agreement. Nothing in this Agreement shall limit the County's ability to take necessary and appropriate action to protect property, preserve life, or ensure safety of citizens in any emergency situation. The County shall not be responsible to replace improvements if emergency/safety requires immediate action by the County causing damage or removal of Improvements for preservation of life, safety, and property.

Section 12. Compliance with Statutes

Association shall promptly execute and comply with all statutes, ordinances, rules, regulations, and requirements of all local, state and federal governmental bodies applicable to the Designated Premises for the correction, prevention and abatement of nuisances or other grievances in, upon, or connected with the Designated Premises during the term of the Agreement.

Section 13. Binding Effect; Assignability

This Agreement will inure to the benefit of and will be binding upon the parties hereto and their respective successors and assigns. The Association shall not assign this Agreement or any portion thereof of Association's rights, obligations, or duties hereunder to any party without the prior written consent of the County. In the event the Association does assign this Agreement, the Association and any such assigns shall be jointly and severally responsible for the Association's responsibilities under this Agreement.

Section 14. Independent Contractor

Association shall perform the services under this Agreement as an independent contractor and nothing herein shall be construed to be inconsistent with this relationship or status. Nothing in the Agreement shall be interpreted or construed to make Association or any of its agents or employees to be the agent, employee or representative of the County.

Section 15. Termination

This Agreement may be terminated with or without cause by either party upon sixty days' written notice thereof to the other party; provided, however, that upon termination, Association or, if this Agreement or any portion thereof has been assigned as permitted hereunder, then the applicable assignees of this Agreement, shall, at the request of the County, remove all Improvements to the Designated Premises, or, in the alternative, reimburse the County for the cost of such removal. In the event this Agreement is terminated and the County assumes ownership of the Improvements within the Public Right-of-Way, the County does not assume maintenance responsibility unless expressly provided in writing. Any maintenance performed by the County will not constitute an assumption of maintenance responsibility as may be otherwise assigned by Florida Statute or County Code.

Section 16. Notice; Notice of Breach

Notice under this Agreement shall be given to the County at the office of the County Manager, 2725 Judge Fran Jamieson Way, Bldg. C, Viera, Florida 32940 with a copy to the Public Works Department, 2725 Judge Fran Jamieson Way, Bldg. A. 201, Viera, Florida 32940. Notice under this Agreement shall be given to Association at 7550 Spyglass Hill Road, Melbourne, FL 32940 and by email tfoley@suntreeflorida.com

In the event the County determines Association or any assignee has breached any term or provision of this Agreement, the County shall provide written notice of such breach to breaching party and the breaching party shall have thirty days after receipt of such notice to cure such breach or, if such breach is of a nature that it cannot reasonable be cured within such thirty day period, then the breaching party shall have such longer period to cure the breach as is reasonably necessary provided, however, that if the breaching party commences reasonable action to remedy the breach within such thirty-day period and diligently and continuously prosecutes such remedy to completion so that such breach is cured in a timely manner.

Section 17. Right to Audit Records

In the performance of this Agreement, Association and any assignee shall respectively keep books, records and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related only to the performance of this Agreement (and no other books, records, and accounts of Association or any assignee) shall be open to inspection during regular business hours by an authorized representative of the County upon written notice to Association or any assignee not less than five business days advance notice and shall be respectively retained by Association and each assignee for a period of five years after termination of this Agreement. All books, records and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. All records or documents created by Association or any assignee or provided to Association or any assignee under the terms of this Agreement, are public records and Association and any assignee agree to comply with any request for such public records or documents made in accordance with Section 119.07, Florida Statutes.

Section 18. Waiver

The waiver by the County of any of Association's or any assignee's respective obligations or duties under this Agreement shall not constitute a waiver of any other respective obligation or duty of Association or any assignee under this Agreement.

Section 19. Entirety and Modifications

This Agreement represents the understanding between the parties in its entirety as to the subject matter of this Agreement and no other agreements, either oral or written, exist between the County and Association as to the subject matter of this Agreement. This Agreement may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto, except as otherwise provided herein. Attachment A, which is intended to set forth the Designated Premises of this Agreement, may be modified as Improvements are approved pursuant to the terms of this Agreement. This Agreement is solely for the benefit of the formal parties to this Agreement and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto.

Section 20. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Section 21. Attorney's Fees and Venue

In the event of any legal action to enforce, interpret, or construe the terms of this Agreement, each party shall bear its own attorney's fees and costs. Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

Section 22. Construction of Agreement

The parties hereby agree that they have reviewed this Agreement, have consulted with legal counsel of their choice, have participated in the drafting of this Agreement and that this Agreement is not to be construed against any party as if it were the drafter of this Agreement.

Section 23. Effective Date

This Agreement shall be effective on the last signature date required set forth below.

In witness whereof, County and Association caused this Agreement to be duly executed in their respective names as of the day and year written below.

Attest:

Board of County Commissioners
of Brevard County, Florida


Scott Ellis, Clerk

Bryan Lober, Chair

As approved by the Board on 5/28/2020

Approved as to legal form and content:

Assistant County Attorney

Suntree Master Homeowners Association, a Florida
corporation

Printed name: _____

Name: _____

Title: _____

Printed name: _____

STATE OF FLORIDA }
 }
COUNTY OF BREVARD}

The foregoing instrument was acknowledged before me this ____ day of _____, 2020,
by _____, as _____ of Association, a
Florida corporation, on behalf of the corporation, who is personally known to me.

Notary Public

Printed Name

In witness whereof, County and Association caused this Agreement to be duly executed in their respective names as of the day and year written below.

Attest:

Board of County Commissioners
of Brevard County, Florida



Scott Ellis, Clerk



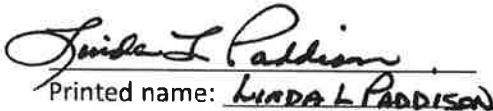
Bryan Lober, Chair

As approved by the Board on 5/28/2020

Approved as to legal form and content:

Assistant County Attorney

Suntree Master Homeowners Association, a Florida
corporation



Printed name: LINDA L. ADDISON

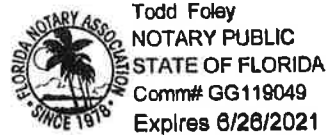


Printed name: MARVIN D. JACKSON



Name: Michael Zocchi
Title: President

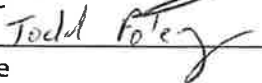
STATE OF FLORIDA }
 }
COUNTY OF BREVARD}



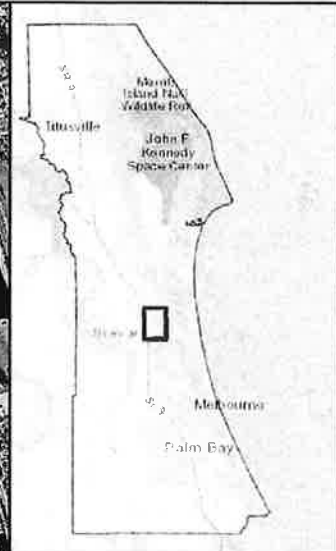
The foregoing instrument was acknowledged before me this 10 day of June, 2020,
by Michael Zocchi, as President of Association, a
Florida corporation, on behalf of the corporation, who is personally known to me.

Notary Public

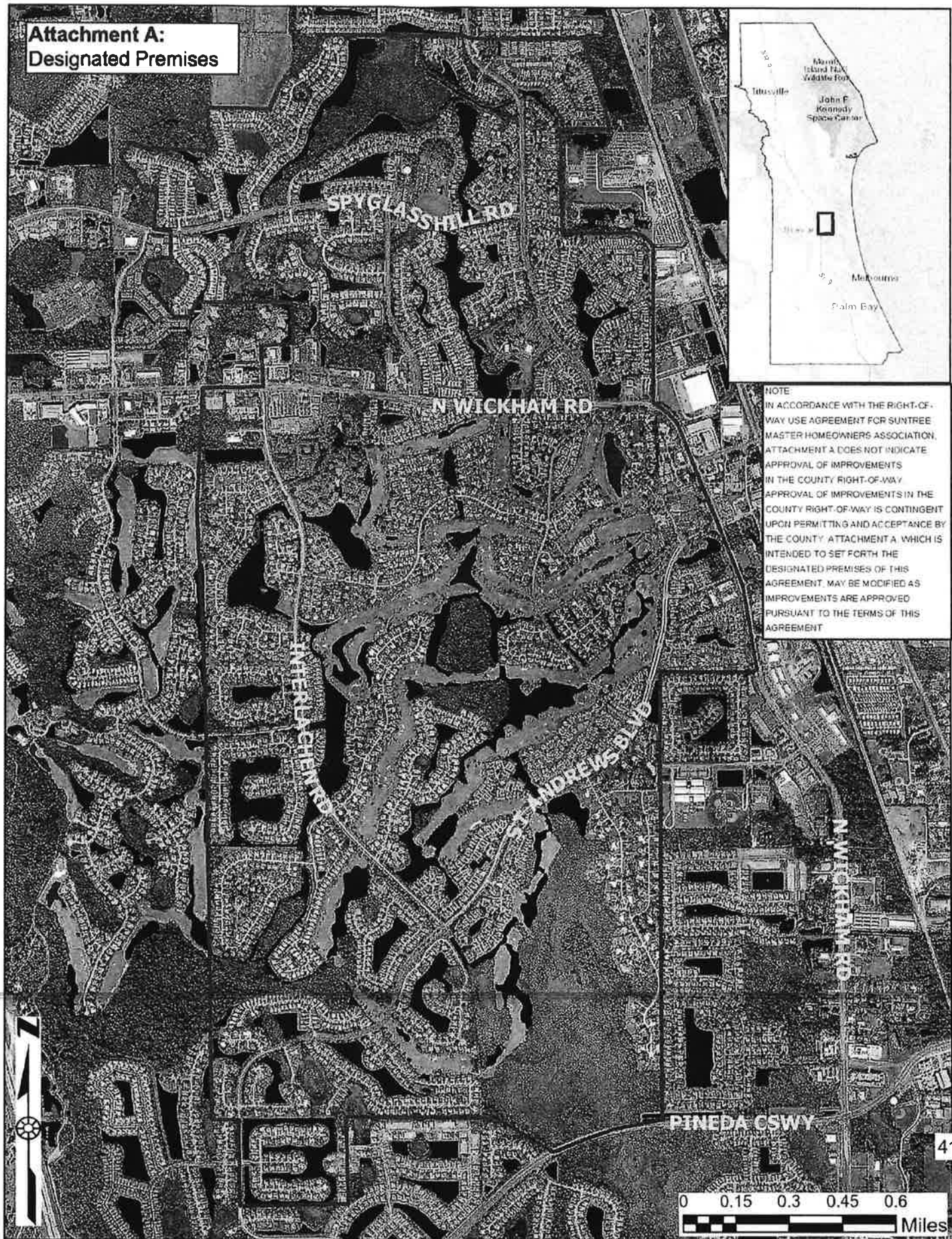
Printed Name



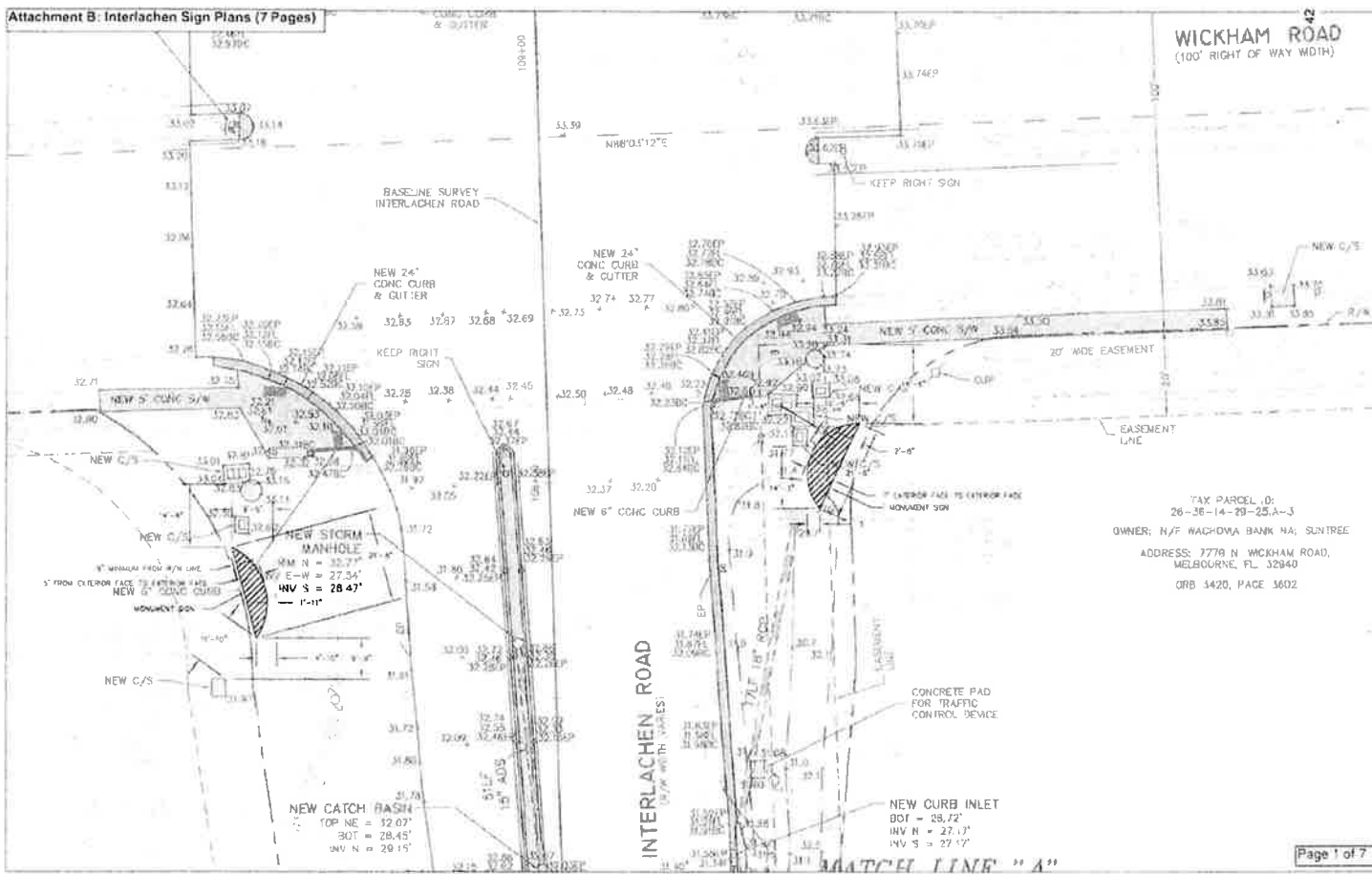
**Attachment A:
Designated Premises**



NOTE
IN ACCORDANCE WITH THE RIGHT-OF-WAY USE AGREEMENT FOR SUNTREE MASTER HOMEOWNERS ASSOCIATION, ATTACHMENT A DOES NOT INDICATE APPROVAL OF IMPROVEMENTS IN THE COUNTY RIGHT-OF-WAY. APPROVAL OF IMPROVEMENTS IN THE COUNTY RIGHT-OF-WAY IS CONTINGENT UPON PERMITTING AND ACCEPTANCE BY THE COUNTY. ATTACHMENT A, WHICH IS INTENDED TO SET FORTH THE DESIGNATED PREMISES OF THIS AGREEMENT, MAY BE MODIFIED AS IMPROVEMENTS ARE APPROVED PURSUANT TO THE TERMS OF THIS AGREEMENT.



Attachment B: Interlachen Sign Plans (7 Pages)



ABBREVIATIONS LIST

LEGEND

PROJECT NAME

SUNTREE HOME OWNER'S ASSOCIATION

SIGNAGE IMPROVEMENT PROJECT

NORTH WICKHAM

SUNTREE FLORIDA 32940

CODE INFORMATION

SOIL POISONING FOR TERMITE CONTROL

GENERAL NOTES

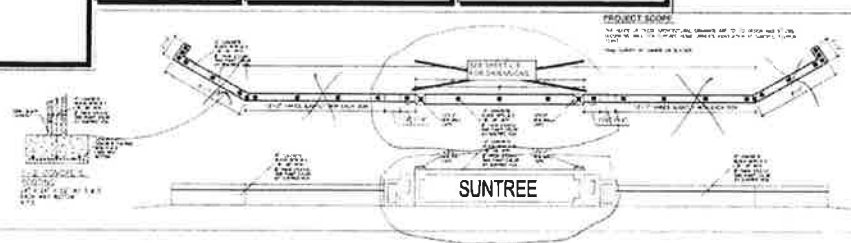
LOCATION MAP

CONSTRUCTION DOCUMENT INDEX

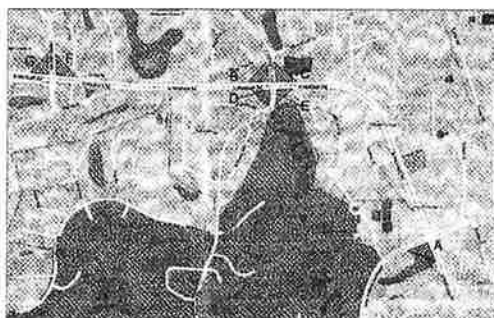
PROJECT SCENE

SUNTREE

CONSTRUCTION DOCUMENT INDEX							
NO.	DESCRIPTION	DATE	BY	CHKD	APPD	REV	DATE
1	General Notes						
2	Foundation						
3	Structure						
4	Roof						
5	Interior Finishes						
6	Exterior Finishes						
7	MEP						
8	Site Work						
9	Other						

[illegible]

Steven Hall, ASLA
LANDSCAPE ARCHITECTURE
SYNOPSIS
1025 FORT WARD AVE. W.
SEASIDE CITY, CA 92082
PHONE: (619) 444-0001
FAX: (619) 444-0221
www.hall-asla.com



KEY LEGEND

DEAR VFA

IMPORTANT NOTE:
This schematic is based on an
average condition and is not
100% accurate. General
Contractor shall verify all
existing conditions prior
to commencement of work.

[illegible]Cover
Shout

03-17-16

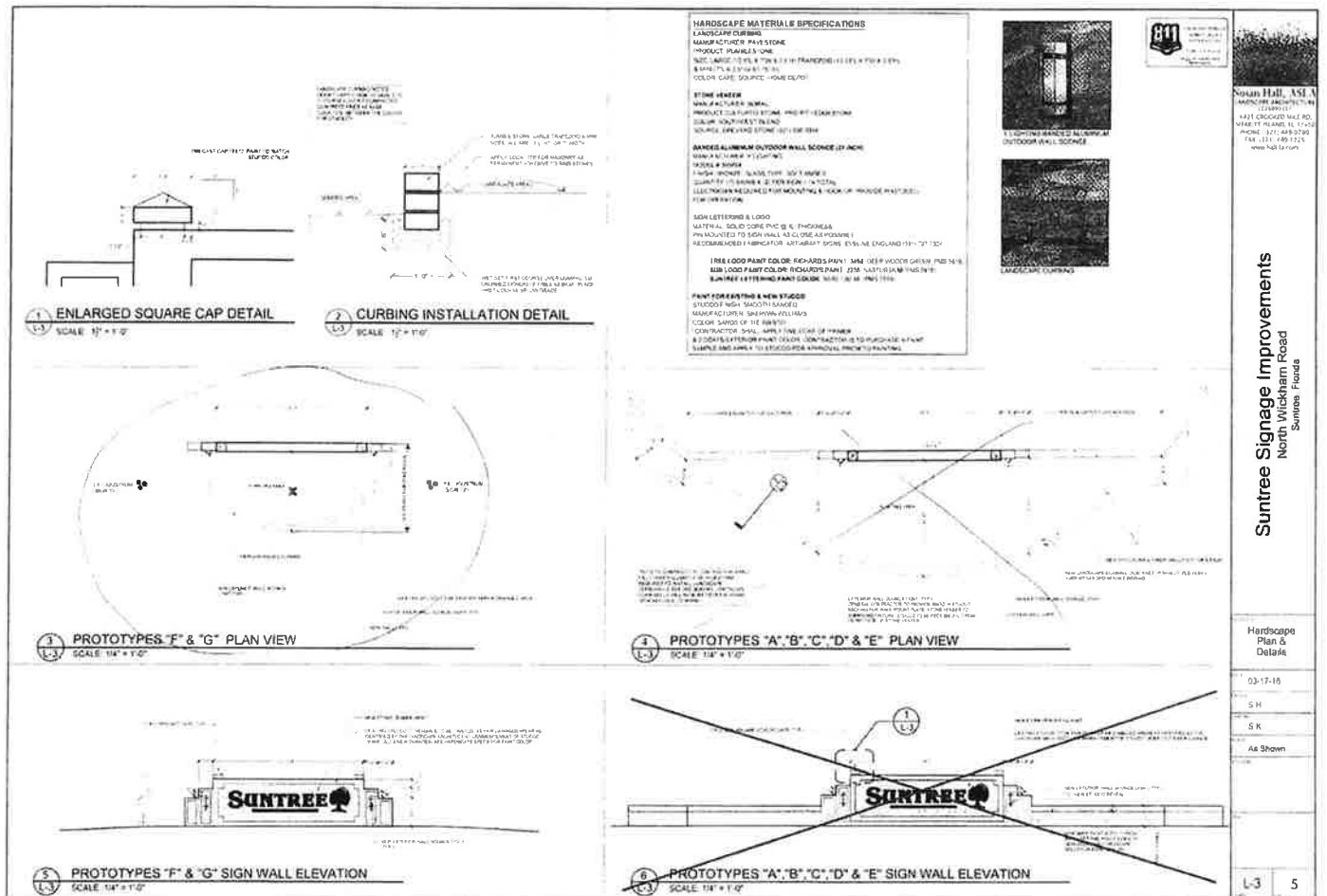
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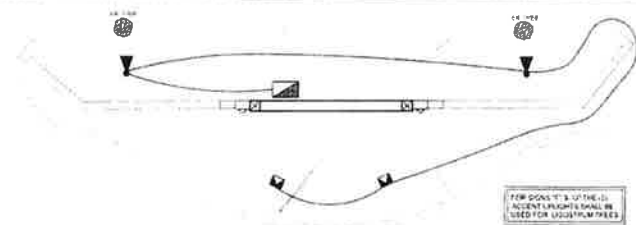
Plant List for Prototype "A" through "E"

PLANT	COMMON NAME	HEIGHT	SPACING	NOTES
1. LANTANA	LANTANA	4'-6'	12" x 12"	
2. LANTANA	LANTANA	4'-6'	12" x 12"	
3. LANTANA	LANTANA	4'-6'	12" x 12"	
4. LANTANA	LANTANA	4'-6'	12" x 12"	
5. LANTANA	LANTANA	4'-6'	12" x 12"	
6. LANTANA	LANTANA	4'-6'	12" x 12"	
7. LANTANA	LANTANA	4'-6'	12" x 12"	
8. LANTANA	LANTANA	4'-6'	12" x 12"	
9. LANTANA	LANTANA	4'-6'	12" x 12"	
10. LANTANA	LANTANA	4'-6'	12" x 12"	

Plant List for Prototype "F" through "G"

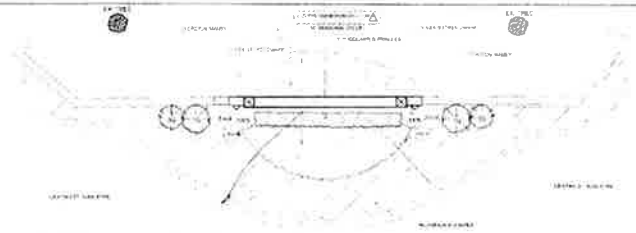
PLANT	COMMON NAME	HEIGHT	SPACING	NOTES
1. LANTANA	LANTANA	4'-6'	12" x 12"	
2. LANTANA	LANTANA	4'-6'	12" x 12"	
3. LANTANA	LANTANA	4'-6'	12" x 12"	
4. LANTANA	LANTANA	4'-6'	12" x 12"	
5. LANTANA	LANTANA	4'-6'	12" x 12"	
6. LANTANA	LANTANA	4'-6'	12" x 12"	
7. LANTANA	LANTANA	4'-6'	12" x 12"	
8. LANTANA	LANTANA	4'-6'	12" x 12"	
9. LANTANA	LANTANA	4'-6'	12" x 12"	
10. LANTANA	LANTANA	4'-6'	12" x 12"	

Maintain landscaping shrub and groundcover heights at 18" maximum. Only plants maintainable at 18" maximum at full maturity shall be used.

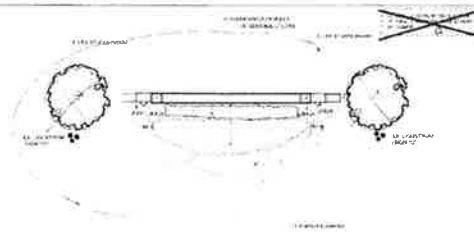


LANDSCAPE LIGHTING LEGEND			
SYMBOL	DESCRIPTION	TYPE	NOTES
1. LANTANA	LANTANA	12" x 12"	
2. LANTANA	LANTANA	12" x 12"	
3. LANTANA	LANTANA	12" x 12"	
4. LANTANA	LANTANA	12" x 12"	
5. LANTANA	LANTANA	12" x 12"	
6. LANTANA	LANTANA	12" x 12"	
7. LANTANA	LANTANA	12" x 12"	
8. LANTANA	LANTANA	12" x 12"	
9. LANTANA	LANTANA	12" x 12"	
10. LANTANA	LANTANA	12" x 12"	

LIGHTING PROTOTYPE FOR ALL (7) SIGNS TYPICAL
ST. ANDREW'S BLVD, NORTH PINEHURST & SOUTH PINEHURST & FOREST LAKE AVE
SCALE: 1/4" = 1'-0"



LANDSCAPE PROTOTYPE "A", "B", "C", "D" & "E"
PROTOTYPE FOR ST. ANDREW'S BLVD, NORTH PINEHURST AND SOUTH PINEHURST
SCALE: 1/4" = 1'-0"



LANDSCAPE PROTOTYPE "F" & "G"
PROTOTYPE FOR FOREST LAKE AVE
SCALE: 1/4" = 1'-0"

Suntree Signage Improvements
North Wickham Road
Suntree, Florida

Landscape Plan
and
Lighting Plan

03-17-16

S.H.

S.K.

1/4" = 1'-0"

1/4" = 1'-0"

1/4" = 1'-0"

L-4

5

