



AGENDA REPORT
May 8, 2018

SUBJECT:

Approval Re: Amendment to Right of Way Use Agreement with Rambling Acres West Homeowners Association, Inc. for Additional Improvements Within the Right of Way and to Update Use Agreement Provisions

FISCAL IMPACT:

No Fiscal Impact

DEPT/OFFICE:

Public Works

REQUESTED ACTION:

It is requested that the Board of County Commissioners approve and authorize the Chair to execute the Amendment to the Right of Way Use Agreement with Rambling Acres West Homeowner's Association, Inc. for additional improvements in the public right of way and to update the use agreement provisions.

SUMMARY EXPLANATION and BACKGROUND:

On March 20, 2007, the Board entered into Right of Way Use Agreement with Rambling Acres West Homeowners Association (HOA), Inc. This Use Agreement granted Rambling Acres West HOA permission to install landscaping and signage on a portion of County-owned right of way of Rambling Acres Drive at the intersection of South Carpenter Road in Titusville. Presently, Rambling Acres West HOA desires to utilize a portion of the right of way to install electrical conduit to illuminate the subdivision's entrance signage. These improvements have been reviewed by Public Works engineering staff and shall be installed pursuant to Permit #18RW00100.

The Amendment will also add new requirements and provisions. The HOA shall provide a policy of general liability insurance that includes coverage for "XCU" hazards and names the County as an additional insured on the general liability policy. Lastly, the Amendment also contains new language to address venue and right to audit records. These clauses were not included in the original Agreement. These changes have been reviewed and approved by the County Attorney's Office and Risk Management.

The County is authorized to allow the use of the 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 Amendment to the Right of Way Use Agreement, the HOA shall be required to maintain the improvements without cost to the County.

CLERK TO THE BOARD INSTRUCTIONS:

Please return fully executed Amendment to the Public Works Department.

ATTACHMENTS:

Description

- **Rambling Acres West HOA Use Agreement**

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Rambling Acres West Homeowners Association, Inc.	
2. Fund/Account #: n/a	3. Department Name: Public Works
4. Contract Description: Amendment to Original Right of Way Use Agreement	
5. Contract Monitor: Jeanette Scott	7. Contract Type:
6. Dept/Office Director: Andrew J. Holmes, P.E.	USE AGREEMENT

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

SECTION III - REVIEW AND APPROVAL TO EXECUTE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Johnny Howard</i> 4/26/18	_____
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Matt Lairsey	04/26/2018
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Data (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

INITIAL CONTRACT REVIEW AND APPROVAL FORM

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6. Dept/Office Director: Andrew J. Holmes, P.E.	

SECTION II – REVIEW AND APPROVAL TO ADVERTISE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

SECTION III – REVIEW AND APPROVAL TO EXECUTE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>		4/26/18

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
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Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Data (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

May 9, 2018

M E M O R A N D U M

TO: Andy Holmes, Public Works Director

RE: Item II.A.8., Amendment to Right-of-Way Use Agreement with Rambling Acres West Homeowners Association, Inc.

This is to correct the memorandum of May 9, 2018. The Board of County Commissioners, in regular session on May 8, 2018, executed the Amendment to the Right-of-Way Use Agreement with Rambling Acres West Homeowner's Association, Inc. for additional improvements in the public right-of-way and to update the Use Agreement provisions. Enclosed is the fully-executed Amendment.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/cmw

Encl. (1)

cc: Contracts Administration



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Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/cmw

Encl. (1)

cc: Contracts Administration

AMENDMENT TO RIGHT OF WAY USE AGREEMENT

THIS AMENDMENT made and entered into this 8 day of MAY, 2018 by and between RAMBLING ACRES WEST HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the ASSOCIATION, and the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY.

WITNESSETH:

WHEREAS, the parties thereto have previously entered into a Right of Way Use Agreement on March 20, 2007, hereinafter referred to as ORIGINAL AGREEMENT, a copy of which is attached as Exhibit "B"; and

WHEREAS, the ORIGINAL AGREEMENT granted the ASSOCIATION permission to perform landscaping and signage improvements on a portion of County-owned right of way, known as roadway shoulders/medians described as Rambling Acres Drive at the intersection of South Carpenter Road, hereinafter referred to as PREMISES.

WHEREAS, the ASSOCIATION desires to amend the ORIGINAL AGREEMENT to allow it to utilize a portion of the PREMISES to install an electrical conduit to light the ASSOCIATION'S entrance sign.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained, the parties hereby agree to amend the ORIGINAL AGREEMENT, as follows:

1. To Paragraph 3 "USE OF PREMISES," the following language shall be added: The COUNTY shall permit the ASSOCIATION to utilize a portion of the PREMISES for the installation of an electrical conduit to light the ASSOCIATION'S entrance sign as depicted in Exhibit "A6", attached hereto. This electrical conduit installation shall be pursuant to Permit #18RW00100.
2. To Paragraph 8 "INDEMNIFICATION AND INSURANCE," the following language shall be added:
 - a. Provide that the policies of General Liability insurance shall include coverage for "XCU" hazards of limits in the amount not less than ONE MILLION DOLLARS (\$1,000,000.00) to cover any and all claims arising in connection with any one particular accident or occurrence.
 - b. The COUNTY shall be named as an additional insured on the General Liability insurance policies that the ASSOCIATION secures.
 - c. A certificate of such insurance policies shall be filed with the Public Works Department, 2725 Judge Fran Jamieson Way, Bldg. A-2014, Viera, Florida, 32940, within ten (10) days of the date of execution of this Amendment.

[Handwritten signature]
4/26/18

- d. The ASSOCIATION shall include in any contract for work upon or involving the PREMISES that the contractor shall indemnify and hold harmless the ASSOCIATION and 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.
3. To Paragraph 8 "INDEMNIFICATION AND INSURANCE," the following insurance provision shall be deleted: Auto Liability Insurance.
4. Add Paragraph 17 "VENUE": Venue for any legal action 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. In the event of any legal action to enforce the terms of this agreement, each party shall bear its own attorney's fees and costs.
5. Add Paragraph 18 "RIGHT TO AUDIT RECORDS": In performance of this Contract, the ASSOCIATION shall keep books, records, and accounts of all activities related to this Contract in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the ASSOCIATION in conjunction with this Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the County. The ASSOCIATION shall retain all documents, books and records for a period of five (5) years after termination of this Contract, unless such records are exempt from section 24(a) of Article I of the State Constitution and Ch. 119, Florida Statutes. All records or documents created by or provided to the ASSOCIATION by the County in connection with this Contract are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored electronically must be provided to the County in a format compatible with the information technology systems of the County.

The ASSOCIATION shall ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract and following termination of the Contract if the ASSOCIATION does not transfer the records to the public agency. In lieu of retaining all public records upon termination of this Contract, the ASSOCIATION may transfer, at no cost to the County, all public records in possession of the ASSOCIATION. If the ASSOCIATION transfers all public records to the County upon termination of the Contract, the ASSOCIATION shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

6. That all other terms and conditions of the original agreement not amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above written.

ATTEST:



A handwritten signature in blue ink, appearing to read 'Scott Ellis', written over a faint circular notary seal.

Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



A handwritten signature in blue ink, appearing to read 'Rita Pritchett', written over a horizontal line.

Rita Pritchett, Chair

AS APPROVED BY THE BOARD ON: 5/8/18

APPROVED AS TO FORM:

Assistant County Attorney

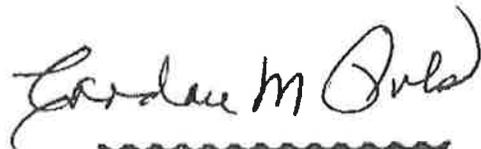
RAMBLING ACRES WEST HOMEOWNERS
ASSOCIATION, INC.



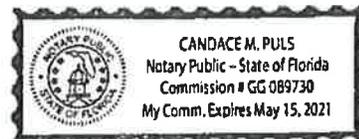
A handwritten signature in black ink, appearing to read 'Donald R. Langley', written over a horizontal line.

Donald R. Langley, President

This area is reserved for the notary as a witness to the HOA's signature.



A handwritten signature in black ink, appearing to read 'Candace M. Puls', written in a cursive style.



CERTIFICATE

I, the undersigned, DONALD R. LANGLEY, do HEREBY CERTIFY that the following is a true and correct statement of resolutions adopted by Consent of the Board of Directors of RAMBLING ACRES WEST 11 APRIL 2018 and the action taken has not in any manner been rescinded or modified. HOA

APPROVAL OF AGREEMENT

RESOLVED, that the Amendment to the Original Agreement between RAMBLING ACRES WEST HOA and the Board of County Commissioners of Brevard County, Florida, appended hereto and by reference made a part hereof is hereby approved by the Association.

FURTHER RESOLVED, that the President or Vice President, as well as other appropriate officers of this Association, are empowered to execute any and all documents, and/or instruments, to effect the purposes of the above Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said ASSOCIATION this 11 day of APRIL, 2018.

DONALD R. LANGLEY
DR Langley, President
RAWHA. (Association)

I HEREBY CERTIFY that on this day personally appeared before me Donald R Langley, to me known to be the person who signed the foregoing Certificate as such officer, and acknowledged the execution thereof to be his free act and deed on behalf of RAWHA that he affixed thereto the official seal of Association; and that as such officer, he is duly authorized to do so.

WITNESS my signature and official seal this 11 day of APRIL 2018.

Candace M Puls
Notary Public, State of FLORIDA
My Commission Expires 5/15/21

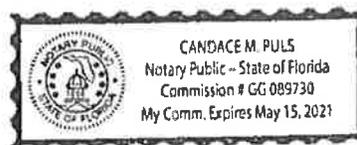
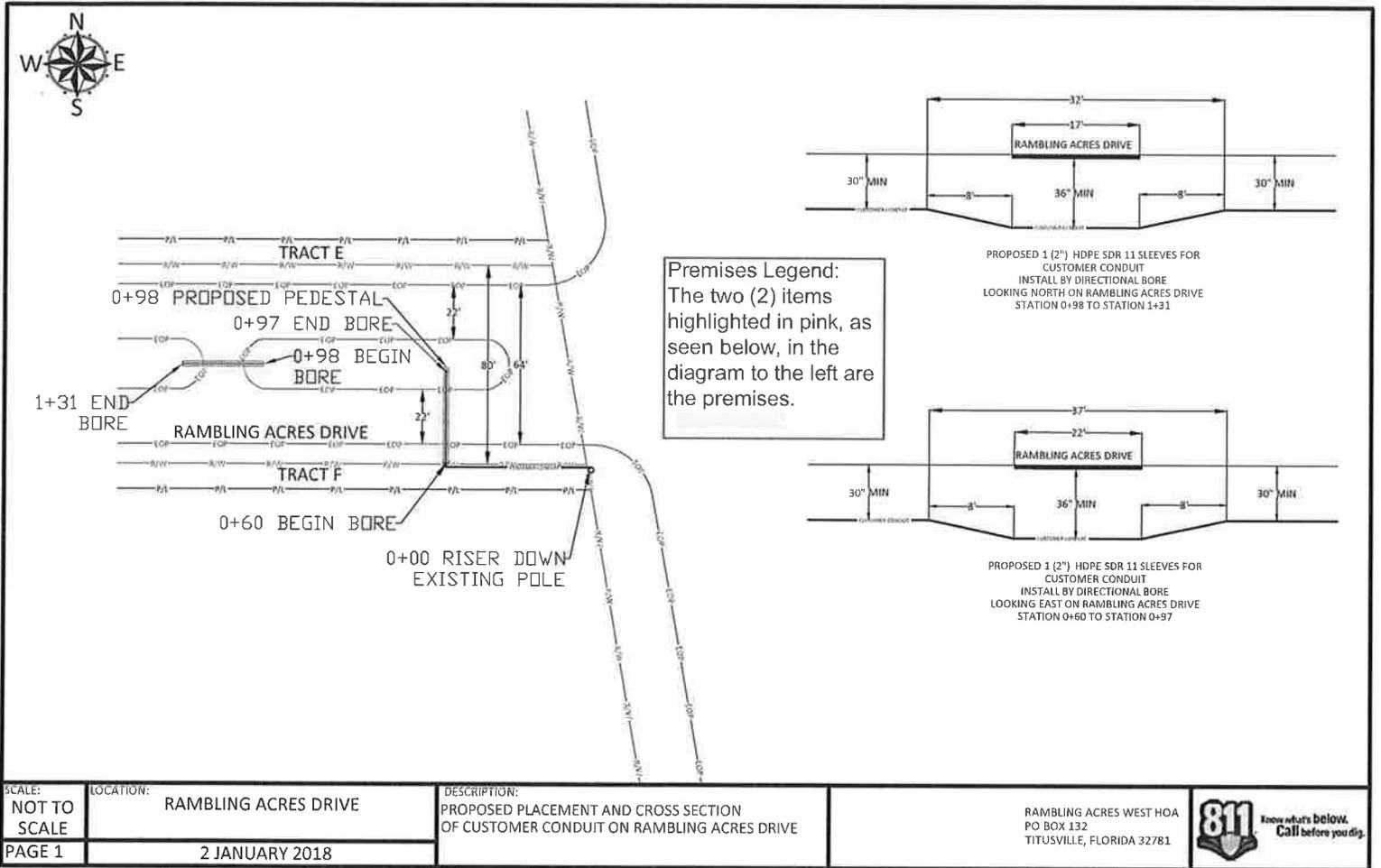


Exhibit "A6"



Premises Legend:
 The two (2) items highlighted in pink, as seen below, in the diagram to the left are the premises.

SCALE: NOT TO SCALE	LOCATION: RAMBLING ACRES DRIVE
PAGE 1	2 JANUARY 2018

DESCRIPTION:
 PROPOSED PLACEMENT AND CROSS SECTION OF CUSTOMER CONDUIT ON RAMBLING ACRES DRIVE

RAMBLING ACRES WEST HOA
 PO BOX 132
 TITUSVILLE, FLORIDA 32781



RIGHT OF WAY USE AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of March, 2007 by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD, COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and Rambling Acres West Homeowners Association, Inc., hereinafter referred to as the Association.

WITNESSETH

WHEREAS the COUNTY owns the road right of way on Rambling Acres Drive at the intersection of South Carpenter Road, and;

WHEREAS the Association desires to make landscape and sign improvements to existing landscaping and subdivision entrance sign on a portion of said right of way; and,

WHEREAS such landscape and sign improvements will enhance the appearance of said right of way.

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

1. MAINTENANCE OF PROPERTY. The Association hereby agrees to perform landscape improvements, in the manner described in this Agreement, on the following described property, hereinafter referred to as the "premises":

Roadway shoulders/medians described as follows: Rambling Acres Drive at the intersection of South Carpenter Road, as recorded in Plat Book 30, Page 24.

SEE ATTACHED EXHIBIT "A"

2. TERM. The initial term of this Agreement shall be ten (10) years commencing with the date of the execution of this Agreement and shall thereafter be automatically renewed annually unless terminated by either party, in accordance with paragraph 13 Termination herein.

3. USE OF PREMISES. The Association shall use the premises for landscaping along the side of the street in the premises. It is hereby mutually agreed and understood that the use of any structure, improvement or facility now or hereafter located on the premises shall be for decorative purposes only and not for human occupancy, nor shall such structures or improvements create traffic hazards. It is specifically agreed and understood that the use herein set forth 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.

4. IMPROVEMENTS. The plans and specifications for all improvements, structures, landscaping and facilities made by the Association on the premises shall be in

accordance with all COUNTY specifications and shall be submitted as an attachment to the County's "Roadway and Easement Improvement Application Form" with appropriate fees, for approval by the COUNTY or its designated representative prior to the construction or installation of such improvement, structure, landscaping or facility. It is hereby agreed and understood that any structure placed on or constructed on the premises and permanently attached thereto, shall remain the property of the Association and that the Association retains the right to remove such structure within forty-five (45) days of the date of termination of this Agreement, whether by breach or by expiration of its natural term. In the event such structure is not removed within forty-five (45) days of termination, the structure shall become the property of the COUNTY.

5. UTILITIES. The Association shall pay all charges for electrical service and other utility services supplied to the Association at the premises.

6. REPAIRS AND MAINTENANCE. The Association shall, at its own expense, maintain the grounds and all improvements, structures and facilities on the premises and make all necessary repairs and replacements to the premises and to any improvements constructed thereon. Such maintenance, repairs and replacements shall be made promptly as and when necessary.

7. ILLEGAL, UNLAWFUL OR IMPROPER USE. The Association shall make no unlawful, improper, immoral or offensive use of the premises, nor will the Association use the premises or allow use of the premises for any purposes other than that hereinabove set forth. Failure of the Association to comply with this provision shall be considered a material default under this Agreement. In the event any structure, improvement or landscaping is deemed a traffic safety hazard by the COUNTY or Florida Department of Transportation, such use shall be deemed an improper use and the agreement shall be subject to immediate termination.

8. INDEMNIFICATION AND INSURANCE. Except where limited by law, the 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 premises or any improvement thereon or any equipment or fixtures used in connection with the premises.

The 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 its premises 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. The parties acknowledge specific consideration has been exchanged for the provision.

The 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 and Automobile Liability Insurance insuring the 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 premises and the improvements thereon. Such policies of insurance shall insure the Association in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) to cover any and all claims arising in

connection with anyone particular accident or occurrence. A certificate of such insurance policies shall be filed with the Roadways and Landscaping Department, 2725 Judge Fran Jamieson Way, Bldg. A-201, Viera, Florida, 32940, within fifteen (15) days of the date of execution of this Agreement. The COUNTY shall be entitled to thirty (30) days written notice from the insurer of any change or cancellation in said policies.

The Association shall notify the COUNTY immediately in writing of any potentially hazardous condition existing on or about the premises.

All personal property, equipment, fixtures, structures or improvements constructed or placed on or about the premises shall be at the risk of the Association and the COUNTY shall not be liable for any damage or loss to personal property, equipment, fixtures, structures or improvements located thereon for any cause whatsoever. The 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 the Association's interests therein.

At the time of execution of this agreement, any existing landscaping installed or caused to be installed by the developer on the premises, and subsequently transferred to the control of the Association, will be the responsibility of the Association. In the event this pre-existing landscaping causes damage to County property, to include but not limited to, sidewalk/roadway/curb and gutter/drainage inlets, the Association will be responsible for immediate repair to County property. If the Association fails to repair the damage, the Association will pay the County all costs incurred by the County to repair the damage.

9. RIGHT OF ENTRY. The COUNTY or its agents may enter in and on the premises at any reasonable time for the purpose of inspecting such property or performing other duties as are required by law or by the terms of this Agreement.

10. COMPLIANCE WITH STATUTES. The 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 premises, for the correction, prevention and abatement of nuisances or other grievances in, upon, or connected with the premises during the term of the Agreement.

11. ASSIGNABILITY. The Association shall not assign its responsibilities under this Agreement 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. The Association shall provide the COUNTY with a written list of all subcontractors or other persons other than the members of the Association that will be performing work for the Association pursuant to this Agreement.

12. INDEPENDENT CONTRACTOR. The 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 constitute that the Association or any of its agents or employees to be the agent, employee or representative of the COUNTY.

13. TERMINATION. This Agreement may be terminated with or without cause by either party upon forty-five (45) days' written notice thereof to the other party; provided, however, that upon termination, the Association shall, at the request of the COUNTY, remove all improvements to the premises, or, in the alternative, reimburse the COUNTY for the cost of such removal.

14. NOTICE. 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, and to the Rambling Acres West HOA, Inc at PO Box 1152, Titusville, F 32781-1152

15. WAIVER. The waiver by the COUNTY of any of the Association's obligations or duties under this Agreement shall not constitute a waiver of any other obligation or duty of the Association under this Agreement.

16. ENTIRETY. This Agreement represents the understanding between the parties in its entirety and no other agreements, either oral or written, exist between the COUNTY and the Association.

DONE, ORDERED and ADOPTED in Regular Session this 20th day of March, 2007..

ATTEST

Scott Ellis
Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

Jackie Colon
Jackie Colon, Chairperson
As approved by the Board on 3/20/2007

APPROVED AS TO FORM:

Eric
Assistant County Attorney

RAWHA HOMEOWNERS ASSOCIATION

Donald F. Langley
HOA Officer: Donald F. Langley President

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME personally appeared Donald Langley, known to me to be the person who executed the foregoing Agreement, and they acknowledged before me that they executed the same for the purposes described therein.

WITNESS my hand and official seal this 6th day of February, 2006.

Mary K. O'Neal
Notary Public, State of Florida

STATE OF FLORIDA
COUNTY OF BREVARD
My Commission Expires 5-12-08

 **Mary K. O'Neal**
Commission # DD306475
Expires May 12, 2008
Bonded Troy Fahn - Insurance, Inc. 800-345-7019

This is to certify that the foregoing is a true and current copy of Agreement
witness my hand and official seal this 20th day of March, 2007
SCOTT ELLIS
Clerk Circuit Court
BY Scott Ellis D.C.

CERTIFICATE

I, the undersigned, Donald R. Langley ^{President} RAWHA, do HEREBY CERTIFY that the following is a true and correct statement of resolutions adopted by Consent of the Board of Directors of RAWHA, on 2/3/2007 and the action taken has not in any manner been rescinded or modified.

APPROVAL OF AGREEMENT

RESOLVED, that the Agreement between RAMBLING ACRES WEST HOA (RAWH) and the Board of County Commissioners of Brevard County, Florida, appended hereto and by reference made a part hereof is hereby approved by the Association.

FURTHER RESOLVED, that the President or Vice President, as well as other appropriate officers of this Association, are empowered to execute any and all documents, and/or instruments, to effect the purposes of the above Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Homeowners Association this 2/3 day of 2007, 2006.

Donald R. Langley President
RAMBLING ACRES WEST HOMEOWNERS ASSOC.

I HEREBY CERTIFY that on this day personally appeared before me DONALD R. LANGLEY, to me known to be the person who signed the foregoing Certificate as such officer, and acknowledged the execution thereof to be his free act and deed on behalf of RAWHA; that he affixed thereto the official seal of RAWHA Homeowners Association; and that as such officer, he is duly authorized to do so.

WITNESS my signature and official seal this 5th day of FEB, 2007 2006.

Candace M. Puls
Notary Public, State of Florida
My Commission Expires 5/15/09



CANDACE M. PULS
MY COMMISSION # DD 394632
EXPIRES: May 15, 2009
Bonded Thru Budget Notary Services

PLAT BOOK 30
AND PAGE 26

RAMBLING ACRES WEST
SECTION 7, TOWNSHIP 22 SOUTH, RANGE 35 EAST
SHEET 3 OF 3 SHEETS

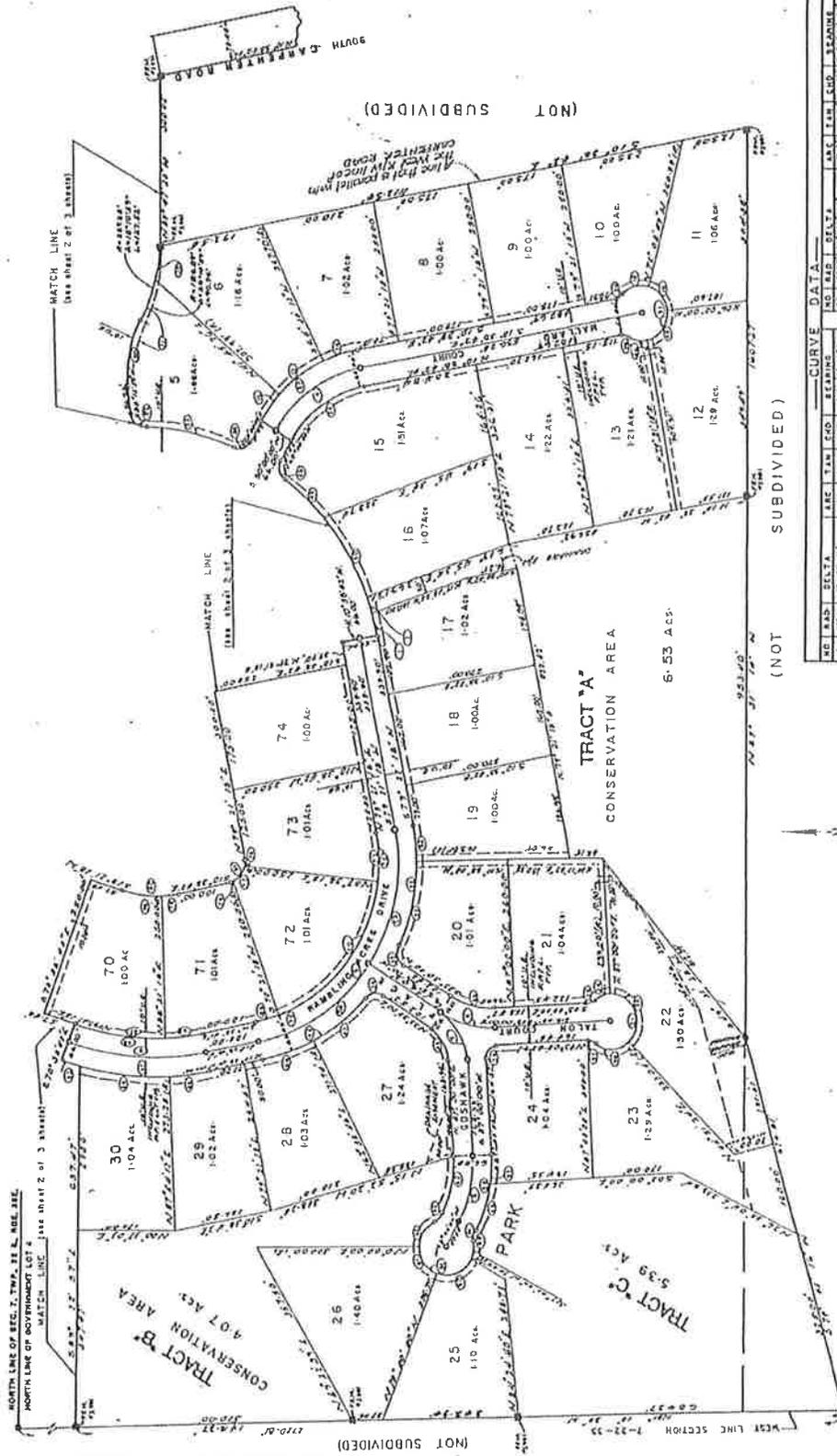


TABLE 1: CURVE DATA

NO.	RAD.	DELTA	ARC	TAN	CHORD	BEARING	START	END	BEARING
1	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	0+00.00	100+00.00	N 0° 00' 00" W
2	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	100+00.00	200+00.00	N 0° 00' 00" W
3	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	200+00.00	300+00.00	N 0° 00' 00" W
4	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	300+00.00	400+00.00	N 0° 00' 00" W
5	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	400+00.00	500+00.00	N 0° 00' 00" W
6	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	500+00.00	600+00.00	N 0° 00' 00" W
7	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	600+00.00	700+00.00	N 0° 00' 00" W
8	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	700+00.00	800+00.00	N 0° 00' 00" W
9	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	800+00.00	900+00.00	N 0° 00' 00" W
10	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	900+00.00	1000+00.00	N 0° 00' 00" W
11	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	1000+00.00	1100+00.00	N 0° 00' 00" W
12	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	1100+00.00	1200+00.00	N 0° 00' 00" W
13	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	1200+00.00	1300+00.00	N 0° 00' 00" W
14	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	1300+00.00	1400+00.00	N 0° 00' 00" W
15	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	1400+00.00	1500+00.00	N 0° 00' 00" W
16	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	1500+00.00	1600+00.00	N 0° 00' 00" W
17	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	1600+00.00	1700+00.00	N 0° 00' 00" W
18	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	1700+00.00	1800+00.00	N 0° 00' 00" W
19	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	1800+00.00	1900+00.00	N 0° 00' 00" W
20	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	1900+00.00	2000+00.00	N 0° 00' 00" W
21	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	2000+00.00	2100+00.00	N 0° 00' 00" W
22	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	2100+00.00	2200+00.00	N 0° 00' 00" W
23	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	2200+00.00	2300+00.00	N 0° 00' 00" W
24	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	2300+00.00	2400+00.00	N 0° 00' 00" W
25	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	2400+00.00	2500+00.00	N 0° 00' 00" W
26	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	2500+00.00	2600+00.00	N 0° 00' 00" W
27	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	2600+00.00	2700+00.00	N 0° 00' 00" W
28	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	2700+00.00	2800+00.00	N 0° 00' 00" W
29	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	2800+00.00	2900+00.00	N 0° 00' 00" W
30	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	2900+00.00	3000+00.00	N 0° 00' 00" W

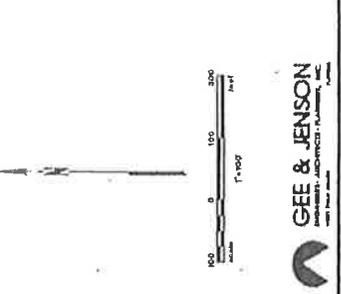
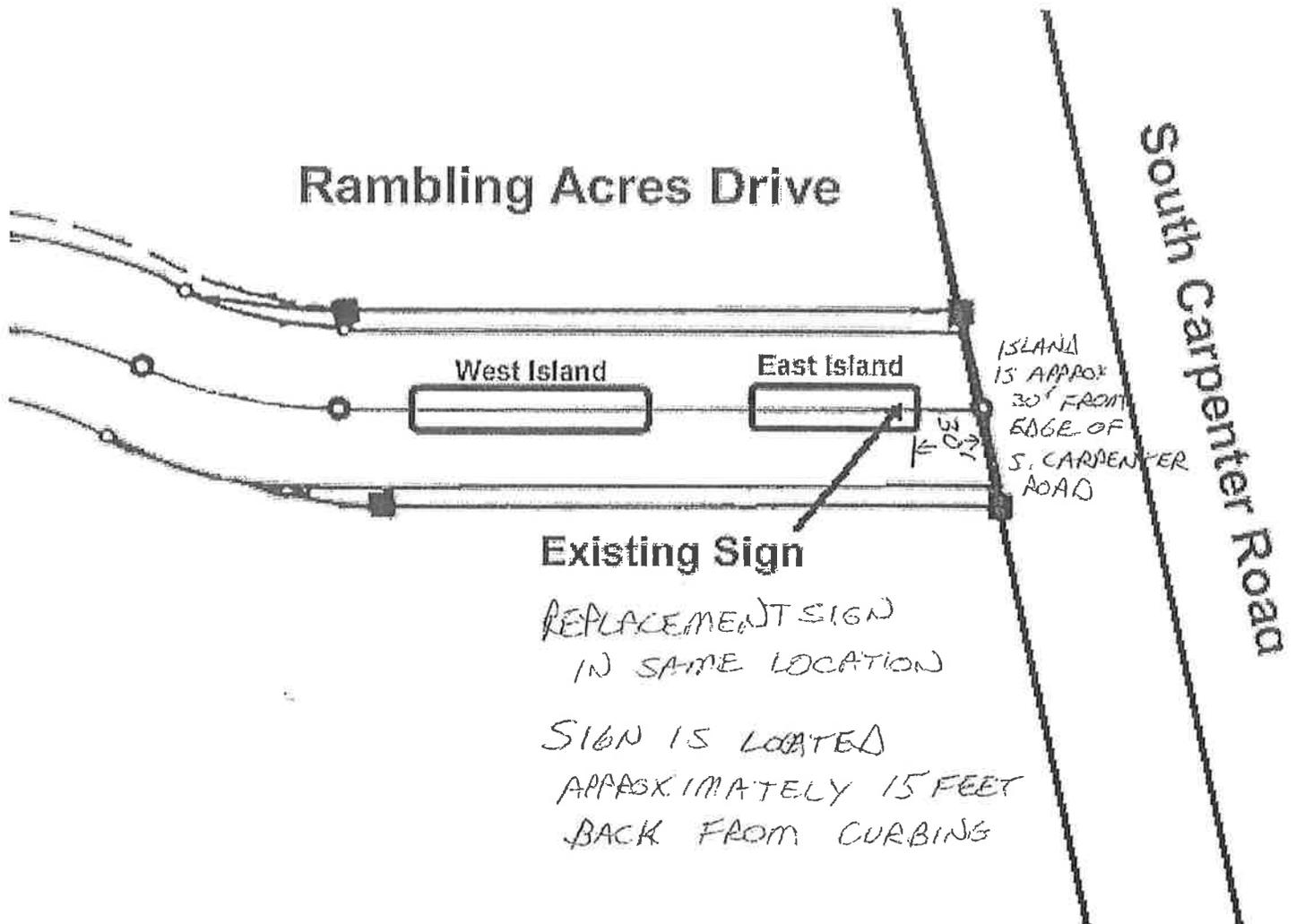


TABLE 2: CURVE DATA

NO.	RAD.	DELTA	ARC	TAN	CHORD	BEARING	START	END	BEARING
1	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	0+00.00	100+00.00	N 0° 00' 00" W
2	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	100+00.00	200+00.00	N 0° 00' 00" W
3	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	200+00.00	300+00.00	N 0° 00' 00" W
4	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	300+00.00	400+00.00	N 0° 00' 00" W
5	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	400+00.00	500+00.00	N 0° 00' 00" W
6	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	500+00.00	600+00.00	N 0° 00' 00" W
7	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	600+00.00	700+00.00	N 0° 00' 00" W
8	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	700+00.00	800+00.00	N 0° 00' 00" W
9	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	800+00.00	900+00.00	N 0° 00' 00" W
10	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	900+00.00	1000+00.00	N 0° 00' 00" W
11	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	1000+00.00	1100+00.00	N 0° 00' 00" W
12	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	1100+00.00	1200+00.00	N 0° 00' 00" W
13	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	1200+00.00	1300+00.00	N 0° 00' 00" W
14	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	1300+00.00	1400+00.00	N 0° 00' 00" W
15	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	1400+00.00	1500+00.00	N 0° 00' 00" W
16	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	1500+00.00	1600+00.00	N 0° 00' 00" W
17	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	1600+00.00	1700+00.00	N 0° 00' 00" W
18	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	1700+00.00	1800+00.00	N 0° 00' 00" W
19	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	1800+00.00	1900+00.00	N 0° 00' 00" W
20	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	1900+00.00	2000+00.00	N 0° 00' 00" W
21	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	2000+00.00	2100+00.00	N 0° 00' 00" W
22	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	2100+00.00	2200+00.00	N 0° 00' 00" W
23	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	2200+00.00	2300+00.00	N 0° 00' 00" W
24	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	2300+00.00	2400+00.00	N 0° 00' 00" W
25	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	2400+00.00	2500+00.00	N 0° 00' 00" W
26	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	2500+00.00	2600+00.00	N 0° 00' 00" W
27	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	2600+00.00	2700+00.00	N 0° 00' 00" W
28	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	2700+00.00	2800+00.00	N 0° 00' 00" W
29	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	2800+00.00	2900+00.00	N 0° 00' 00" W
30	100.00'	90.00°	100.00'	0.00'	0.00'	N 0° 00' 00" W	2900+00.00	3000+00.00	N 0° 00' 00" W

GEE & JENSON
SURVEYORS
1100 1/2 N. 10TH ST. SPOKANE, IDAHO 83402
PHONE 338-1111



Rambling Acres Drive

West Island

East Island

ISLAND IS APPROX 30' FROM EDGE OF S. CARPENTER ROAD

50' 1"

Existing Sign

REPLACEMENT SIGN IN SAME LOCATION

SIGN IS LOCATED APPROXIMATELY 15 FEET BACK FROM CURBING

South Carpenter Road