

Prepared by and return to:
Seth M. Amkraut, Esq.
Poliakoff Backer
400 South Dixie Highway
Suite 420
Boca Raton, FL 33432

[Space Above This Line For Recording Data]

AMENDMENT TO AGREEMENT

This Amendment to Agreement (“Amendment”) made and effective this ____ day of **July 2025**, by and between **The Board of County Commissioners of Brevard County, Florida**, a political subdivision of the State of Florida (“County”) and **The Savannahs at Sykes Creek Homeowners’ Association, Inc.**, a Florida not-for-profit Corporation (“HOA”).

RECITALS

WHEREAS, on or about May 22, 2018, COUNTY and HOA entered into that certain Agreement recorded on June 7, 2018 in O.R. Bk 8183, Pg. 2204 of the Public records of Brevard County, FL (“Agreement”), abandoning the public golf course legally described below (“Savannahs Golf Course”) in conjunction with a County Deed conveying title to the Savannahs Golf Course to HOA;

The Savannahs Golf Course is legally described as Tracts 3, 5, 6 and 7, of THE SAVANNAHS, according to the plat thereof, as recorded in Plat Book 35, at Page 56, Public Records of Brevard County, Florida.

WHEREAS, the Agreement can be interpreted as prohibiting HOA from conveying the Savannahs Golf Course unless HOA’s continued operating and maintenance thereof will cause the immediate insolvency of the HOA;

WHEREAS, HOA is not at risk of immediate insolvency, but wishes to sell the Savannahs Golf Course to a third party;

WHEREAS, COUNTY does not oppose HOA’s sale of the Savannahs Golf Course and COUNTY and HOA agree to amend the Agreement to ensure the sale does not violate the Agreement;

NOW THEREFORE, for and in consideration of the provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and HOA agree as follows:

1. All of the foregoing recitals are true and correct and are incorporated herein by reference.
2. Paragraph 4 of the Agreement titled “Continued Operation of the Savannahs Golf Course after Abandonment” is amended to read as follows:

4. Continued Operation of the Savannahs Golf Course after Abandonment.

Notwithstanding the abandonment of the Savannahs Golf Course by COUNTY, HOA hereby agrees to assume those responsibilities of the COUNTY under the terms of the Donation Agreement to continue the operation and maintenance of the Savannahs Golf Course as a public golf course, or to cause such continued operation and maintenance to be effected all in accordance with the spirit and intent of the terms and provisions of the Donation Agreement for a minimum of ten (10) years from the Abandonment Date. HOA shall have the right to convey the Savannahs Golf Course subject to, all applicable rules, ordinances, laws, and regulations and any subsequent owner of the Savannahs Golf Course shall remain subject to this Agreement to the same extent as HOA would have been had HOA not conveyed its interest in the Savannahs Golf Course, including, but in no way limited to, continuing the operation and maintenance of the Savannahs Golf Course as a public golf course in accordance with the spirit and intent of the terms and provisions of the Donation Agreement for a minimum of ten (10) years from the Abandonment Date. Contemporaneously with any conveyance of the Savannahs Golf Course, HOA shall assign its rights and obligations under this Agreement in writing and the subsequent owner shall accept said assignment and assume HOA's obligations hereunder. Such assignment shall be recorded with any deed or other conveyance instrument.

In the event HOA or any subsequent owner of the Savannahs Golf Course discontinues the use thereof as a public golf course, or in the event HOA conveys the Savannahs Golf Course, then HOA shall indemnify and hold harmless the COUNTY for any and all past, present or future claims, debts, demands, damages, losses, liabilities, any manner of action and actions, cause and causes of action of any kind whatsoever both at law and in equity, which any party, including but not limited to, third parties, may now have, or may hereafter have arising out of or relating to the Donation Agreement, the abandonment of the Savannahs Golf Course by the COUNTY, or any change of use or conveyance of the Savannahs Golf Course by HOA. The parties agree that specific consideration has been provided for this indemnification and hold harmless.

3. All other terms and conditions of the Agreement not expressly modified by this Amendment shall remain in full force and effect and shall govern COUNTY, HOA, and all subsequent owners of the Savannahs Golf Course.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective duly authorized representatives.

The Savannahs at Sykes Creek Homeowners' Association, Inc.

Witness Signature

Print Name: _____

Address: _____

Taylor Whalen, President

Witness Signature

Print Name: _____

Address: _____

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of July, 2025, by Taylor Whalen, President of The Savannahs at Sykes Creek Homeowners' Association, Inc. who ☐ is personally known or ☐ has produced _____ as identification.

[Notary Seal]

Notary Public

Printed Name: _____

ATTEST:

**BOARD OF COUNTY
COMMISSIONERS OF
BREVARD COUNTY, FLORIDA**

Rachel Sadoff, Clerk to the Board

By: _____
Rob Feltner, Chairman

As approved by the Board on 7/22/2025

Approved as to legal form and sufficiency:

Justin Caron, Assistant County Attorney