

This instrument was prepared by and after recording should be return to:

Charles W. Edgar, III, Esq.
CHERRY, EDGAR & SMITH, P.A.
8409 N. Military Trail, Suite 123
Palm Beach Gardens, FL 33410

NOTICE: PURCHASERS, GRANTEEES, HEIRS, SUCCESSORS AND ASSIGNS OF ANY INTEREST IN THE PROPERTY DESCRIBED HEREIN ARE HEREBY PUT ON NOTICE OF THE OBLIGATIONS SET FORTH WITHIN THIS AGREEMENT WHICH SHALL RUN WITH THE PROPERTY.

**AGREEMENT FOR AMENDMENT
OF DEDICATION ON PLAT**

THIS AGREEMENT FOR AMENDMENT OF DEDICATION ON PLAT (this "Agreement") is made and entered into by and between the **CITY OF PORT ST. LUCIE, FLORIDA**, a Florida municipal corporation (the "City"), and **GRBKO GHO BELTERRA, LLC**, a Florida limited liability company (the "Developer"), and joined into by **BELTERRA HOMEOWNERS ASSOCIATION, INC.**, a Florida notforprofit corporation (the "Association").

WITNESSETH

WHEREAS, the Developer recorded the following plat against certain real property owned by the Developer located and situate in St. Lucie County, Florida: **BELTERRA PHASE 1 PLAT 1**, as recorded in Plat Book 94, at Page 23 of the Public Records of St. Lucie County, Florida (the "Plat"); and

WHEREAS, the Plat was approved for recording on behalf of the City by its City Council; and

WHEREAS, the Plat contains on its face, in Dedication Number 5, a dedication of public utility easements (the "**PUE Dedication**") in favor of the City; and

WHEREAS, the PUE Dedication allows the installation of landscaping and other improvements within areas covered by the PUE Dedication, subject to the conditions stated therein; and

WHEREAS, the City and the Developer have determined there exists a need for an amendment to the PUE Dedication on the Plat in such regard, as further set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual terms, conditions and promises hereinafter set forth, the City and Developer agree as follows:

1. The above recitals and representations are true and correct and are made a part of this Agreement by reference.

2. The PUE Dedication is hereby amended on the Plat as follows::

5) THE PUBLIC UTILITY EASEMENTS (P.U.E.) AND LIFT STATION EASEMENT SHOWN HEREON ARE HEREBY DEDICATED TO THE CITY OF PORT ST. LUCIE ("CITY"), ITS SUCCESSORS, AGENTS, EMPLOYEES, CONTRACTORS, DESIGNEES AND ASSIGNS, A GENERAL INGRESS/EGRESS EASEMENT OVER AND ACROSS ITS DRIVEWAYS, PARKING, COMMON OR OPEN AREAS FOR ACCESS TO, OPERATION, MODIFICATIONS, INSTALLATION OF OR MAINTENANCE OF, PUBLIC UTILITIES FACILITIES, INCLUDING BUT NOT LIMITED TO, WATER AND WASTEWATER LINES, APPURTENANT FACILITIES, AND EQUIPMENT. THERE SHALL BE NO OTHER PUBLIC OR PRIVATE UTILITY FACILITIES INSTALLED IN, ON, OVER, UNDER, OR ACROSS THE EASEMENT AREA WITHOUT THE CITY'S WRITTEN PERMISSION. THERE SHALL BE NO IMPROVEMENTS OF ANY KIND INCLUDING, BUT NOT LIMITED TO, LANDSCAPING CONSTRUCTED WITHIN THE BOUNDARIES OF THE EASEMENT AREA WHICH WOULD RESTRICT THE OPERATION AND MAINTENANCE OF, OR WHICH MAY IN ANY MANNER RESULT IN HARM TO THE CITY'S FACILITIES. THE BELTERRA HOMEOWNERS ASSOCIATION INC., ITS SUCCESSORS OR ASSIGNS, OR, IF ON A LOT ESTABLISHED BY THIS PLAT, THE OWNER THEROF, SHALL OWN, MAINTAIN, REPAIR AND REPLACE ANY PERMITTED IMPROVEMENTS OVER THE UTILITY EASEMENT, WHICH ARE NOT PRECLUDED BY THE FOREGOING, WHICH MAY BE DAMAGED OR DESTROYED BY THE CITY, ITS SUCCESSORS OR ASSIGNS, DESIGNEES OR CONTRACTORS IN THE CONSTRUCTION, OPERATION, MAINTENANCE OF, OR ACCESS TO, THE CITY'S FACILITIES. THE CITY, ITS SUCCESSORS OR ASSIGNS, SHALL HAVE THE RIGHT TO REQUIRE THE REMOVAL OF ANY IMPROVEMENTS, WHICH ARE CONSTRUCTED IN VIOLATION OF THE CONDITIONS SET FORTH ABOVE. IF VIOLATING IMPROVEMENTS ARE NOT REMOVED UPON REQUEST, THE CITY, ITS SUCCESSORS OR ASSIGNS, DESIGNEES OR CONTRACTORS WILL REMOVE SAID IMPROVEMENTS WITHOUT LIABILITY OR RESPONSIBILITY, THEREFORE. THE CITY SHALL NOT BE RESPONSIBLE FOR ANY MAINTENANCE OBLIGATIONS FOR SAID EASEMENT AREA OR SUCH (STREETS, RIGHTS-OF-WAY, ETC.) EXCEPT AS SHALL RELATE TO THE SERVICING OF SUCH PUBLIC UTILITIES BY THE CITY.

3. This Agreement shall be recorded in the Public Records of St. Lucie County, Florida, by the Developer and at the Developer's expense. This Agreement, including the benefits and obligations contained herein, shall run with the land and be binding on and inure to the benefit of: (a) the Association and its successors, heirs and assigns; and (b) the Developer and its grantees, successors, heirs, and assigns holding title to, or otherwise having an ownership interest in, all or a portion of the Plat.

4. Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Nineteenth Judicial Circuit, in and for St. Lucie County, Florida, the venue situs, and shall be governed by the laws of the State of Florida.

5. All other notations or dedications on the face of the Plat not amended by this Agreement shall remain in full force and effect.

6. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and the Developer; provided, however, upon and after the Developer's conveyance of fee title ownership of the real property that is the subject of PUE Dedication to the Association or any owner of a Lot as described above, the City and the Association shall be the parties required to execute such written document.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

CITY:

CITY OF PORT ST. LUCIE, FLORIDA, a Florida municipal corporation

Attest:

Karen A. Phillips, City Clerk

By: _____
Gregory J. Oravec, Mayor

(seal)

Approved as the form and correctness:

_____, City Attorney

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WITNESSES:

[Signature]
Print Name: Victoria Groothouse

Amber Penna
Print Name: Amber Penna

DEVELOPER:

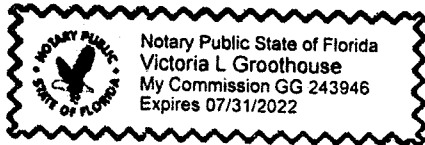
GRBK GH0 BELTERRA, LLC, a Florida limited liability company

By: [Signature]
William Handler, Manager
[Corporate Seal]

STATE OF FLORIDA)
)
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6 day of April, 2021, by William Handler, as Manager of **GRBK GH0 BELTERRA, LLC**, a Florida limited liability company, on behalf of the company, who is personally known to me OR who produced _____ as identification.

(Notary Seal)



[Signature]
Notary Public State of Florida at Large
Name Printed: Victoria Groothouse
My Commission Expires: 7/31/2022
Commission No.: GG 243946

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JOINER AND CONSENT OF THE ASSOCIATION

The undersigned, **BELTERRA HOMEOWNERS ASSOCIATION, INC.**, a Florida notforprofit corporation, does hereby join in and consent to the amendments to the PUE Dedication on the face of the Plat as set forth in the Agreement for Amendment to Dedication on Plat to which this joinder and consent is attached. In that regard, the undersigned further consents to the execution and recording of the Agreement for Amendment to Dedication on Plat.

WITNESS:

ASSOCIATION:

BELTERRA HOMEOWNERS ASSOCIATION, INC., a corporation not-for-profit

[Signature]
Print Name: Victoria Groothouse

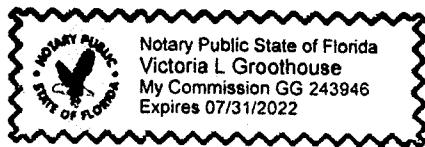
By: [Signature]
William Handler, President

[Signature]
Print Name Amber Penna

STATE OF FLORIDA)
)
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6 day of April, 2021, by William Handler, President of **BELTERRA HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, who is personally known to me or has produced a _____ as identification.

(Notary Seal)



[Signature]
Notary Public State of Florida at Large
Name Printed: Victoria Groothouse
My Commission Expires: 7/31/2022
Commission No.: GG 243946