

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
DEDICATIONS ON PLAT**

THIS AGREEMENT FOR AMENDMENT OF DEDICATIONS 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"), Sundance Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is 10807 SW Tradition Square, Port St. Lucie, Florida 34987, ("Sundance CDD") and Catalina Palms Homeowners Association, Inc., a Florida not-for-profit corporation, whose address is 7111 Fairway Drive, Suite 210, Palm Beach Gardens, Florida 33418 ("Catalina Palms HOA").

WITNESSETH

WHEREAS, a plat was recorded against certain real property owned by ACR Acquisition, LLC, located and situate in St. Lucie County, Florida: Wilson Groves Parcel A Plat 1, as recorded in Plat Book 126, at Pages 30 through 37, 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 1, a dedication of ingress, egress, drainage, and utility easements over all roads, roadways, and road rights-of way and a dedication of an ingress and egress easement over Tract R in favor of Sundance Community Development District ("Sundance CDD") its successors and assigns; and

WHEREAS, the Plat contains on its face, in Dedication Number 6, a dedication of water management tracts (S.M.T. 1 through S.M.T. 3) in favor of Sundance CDD, its successors and

assigns, for the purpose of providing drainage and surface water management, as well as a drainage and irrigation easement, an ingress and egress easement over the lake maintenance easements, and an irrigation easement over the water management tracts for the right to draw water from and discharge water to said water management tracts; and

WHEREAS, the Plat contains on its face, in Dedication Number 8, a dedication of water management easements (WME) in favor of Sundance CDD, its successors and assigns, for the purpose of providing drainage and surface water management, as well as a drainage and irrigation easement, an ingress and egress easement over the lake maintenance easements, and an irrigation easement over the water management tracts for the right to draw water from and discharge water to said water management tracts; and

WHEREAS, Sundance CDD recorded a Quit Claim deed conveying all interest in S.M.T. 1, S.M.T. 2, and S.M.T. 3 to Catalina Palms Homeowners Association, Inc., (“Catalina Palms HOA”) in the Public Records of St. Lucie County, Florida in Book 5294, Page 2407 on April 8, 2025; and

WHEREAS, Sundance CDD and Catalina Palms HOA executed and recorded an Assignment and Assumption of Property Interest and Obligations in the Public Records of St. Lucie County, Florida in Book 5419, Page 484 on January 14, 2026, whereby Sundance CDD assigned and Catalina Palms HOA accepted all rights, title, interest, powers, privileges, benefits, options, and obligations of Sundance CDD described in the Plat; and

WHEREAS the City, Sundance CDD, and Catalina Palms HOA have determined there exists a need for an amendment to memorialize the assumption of the rights and obligations of Sundance CDD and to clarify the maintenance responsibilities for the property interests described in the Plat;

NOW, THEREFORE, in consideration of the mutual terms, conditions and promises hereinafter set forth, the City, Sundance CDD, and Catalina Palms HOA 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 City, Sundance CDD, and Catalina Palms HOA hereby acknowledge and agree to the assumption of all rights and obligations of Sundance CDD described in the Plat by Catalina Palms HOA.

3. The water management tracts (S.M.T. 1, S.M.T. 2, and S.M.T. 3) and any other interests in property dedicated to Sundance CDD in the Plat are the maintenance responsibilities of Catalina Palms HOA. The City of Port St. Lucie shall not be responsible for any maintenance obligations for said tracts or easements.

3. This Agreement shall be recorded in the Public Records of St. Lucie County, Florida. This Agreement, including the benefits and obligations contained herein, shall run with

the land and be binding on and inure to the benefit of Catalina Palms HOA 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, Sundance CDD, and Catalina Palms HOA.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

WITNESSES:

CITY:

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

Print Name: _____

By: _____
Jesus Merejo, City Manager

Print Name: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 20____, by Jesus Merejo, as City Manager of the CITY OF PORT ST. LUCIE, who is [] personally known to me or [] has produced the following as identification:

_____.

Signature of Notary Public

Printed Name of Notary Public
Notary Public, State of _____

NOTARY SEAL/STAMP
My Commission expires _____

WITNESSES:

**SUNDANCE COMMUNITY
DEVELOPMENT DISTRICT:**

Print Name: _____

By: _____
Alexander Akel, Chairman

Print Name: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 20____, by Alexander Akel, as Chairman of SUNDANCE COMMUNITY DEVELOPMENT DISTRICT, who is [] personally known to me or [] has produced the following as identification:

_____.

Signature of Notary Public

Printed Name of Notary Public
Notary Public, State of _____

NOTARY SEAL/STAMP
My Commission expires _____

WITNESSES:

CATALINA PALMS HOMEOWNERS ASSOCIATION, INC.:

Print Name: _____

By: _____
Alexander Akel, President

Print Name: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 20____, by Alexander Akel, as President of CATALINA PALMS HOMEOWNERS ASSOCIATION, INC., who is [] personally known to me or [] has produced the following as identification:

_____.

Signature of Notary Public

Printed Name of Notary Public
Notary Public, State of _____

NOTARY SEAL/STAMP
My Commission expires _____