



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

New Business - County Attorney

J.6.

7/22/2025

Subject:

The Savannahs at Sykes Creek Homeowners' Association, Inc. Requests Authorization to Convey The Savannahs Golf Course to a Third Party

Fiscal Impact:

None.

Dept/Office:

County Attorney's Office

Requested Action:

The Savannahs at Sykes Creek Homeowners' Association, Inc. (the "HOA") requests that the Board approve and authorize the Chairman to sign an Amendment to the Agreement between Brevard County and the HOA allowing the HOA to convey the Savannahs Golf Course to a third party.

Summary Explanation and Background:

Prior to 2018, the County operated and maintained the Savannahs Golf Course as a public course. On May 22, 2018, the County and the HOA entered into an Agreement by which the County abandoned the Savannahs Golf Course. The HOA accepted title to the Savannahs Golf Course and agreed to continue to operate and maintain it as a public golf course for a minimum of ten years from the date of the Agreement (i.e., until May 22, 2028).

The Agreement can be interpreted as preventing the HOA from conveying the Savannahs Golf Course to a third party unless the HOA's continued operation and maintenance of the course will cause the HOA to become insolvent.

The HOA desires to convey the Savannahs Golf Course to a third-party golf course operator. According to the HOA's attorney, in order to ensure the sale was reflective of the will of the membership, a membership meeting was held to allow the owners to vote on whether to approve the sale of the golf course. The meeting was held on July 2 after 14 days' notice to the entire membership. Out of 286 total homes in the community, 185 submitted a vote. Of the 185 votes cast, 158 voted to approve the sale of the golf course (85.4% approval). Even when factoring in the homes that did not cast a vote at all, the 158 approval votes still constitutes 55% of the entire community.

The HOA requests that the Board approve an Amendment to the Agreement which would remove any ambiguity regarding the HOA's authority to convey the golf course. The Amendment explicitly authorizes a sale and would require subsequent owners of the Savannahs Golf Course to assume the HOA's obligations under the Agreement. The Amendment would require a written assignment to be recorded with any deed to

document the subsequent owner's assumption of the HOA's obligations under the Agreement.

According to the attached correspondence from the HOA Board's treasurer, the HOA intends to convey the Savannahs Golf Course to a golf course operator that will professionally manage and maintain the course through 2040 (twelve years longer than the existing requirement in the Agreement).

Clerk to the Board Instructions:

Return a copy of the Clerk's Memorandum and, if approved, the executed Amendment to Agreement, to the County Attorney's Office.



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

July 23, 2025

MEMORANDUM

TO: Morris Richardson, County Attorney

RE: Item J.6., The Savannahs at Sykes Creek Homeowners' Association, Inc. (HOA) Requests Authorization to Convey The Savannahs Golf Course to a Third Party

The Board of County Commissioners, in regular session on July 22, 2025, executed and approved the Amendment to Agreement between Brevard County and the HOA, allowing the HOA to convey The Savannahs Golf Course at Sykes Creek to a third party. Enclosed is the executed Amendment to Agreement.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

Kimberly Powell, Clerk to the Board

/sj

Encl. (1)

Richardson, Morris

From: HOA Treasurer <treasurer@thesavannahshoa.org>
Sent: Thursday, July 17, 2025 9:40 AM
To: Richardson, Morris
Cc: Liesenfelt, Jim; president@thesavannahshoa.org; secretary@thesavannahshoa.org
Subject: Request to Be Heard at July 22, 2025 Commissioner Meeting

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Dear Morris Richardson, Brevard County Attorney,

The attorney for The Savannahs at Sykes Creek, Seth M. Amkraut has been in communication with a member of your team, Justin Caron, regarding the sale of the Savannahs Golf Course to the Atlantic Preserve Properties LLC investment group. The reasons we are requesting to be heard at the **July 22, 2025** commissioner meeting are:

- 1) Overwhelming approval of the sale by the homeowners.
- 2) Summer months are the window of opportunity for golf courses to make major repairs and improvements... and we are already three months through the summer season.
- 3) The terms of the sale extend the mandate that the land use be restricted to use as a golf course from the current requirement of 2028 out to 2040.

More detail on these three reasons for time being of the essence, and for the County's efficient support and approval of this sale transaction is below.

We understand that the time frame is tight to get on the agenda for the July 22, 2025 meeting, but all parties are eager to wrap up this transaction so that the major improvements needed can commence.

To elaborate on the above... On behalf of the Savannahs at Sykes Creek Homeowners Association the Board of Directors implore you to exercise all possible efficiencies in regards to the approval of the sale of The Savannahs Golf Course to the Atlantic Preserve Properties LLC investment group. The reasons for our request to be heard at the July 22, 2025 meeting are as follows:

- First, we are delighted to share that the Homeowners have overwhelmingly approved the sale of the golf course. A general membership meeting was held, a quorum was achieved, and of the 185 votes cast, 158 voted in favor of selling the golf course, while only 27 voted against a sale. The HOA By-Laws give the Board of Directors the ability to facilitate the sale, and the BOD is proceeding with implementing the will of the community.
- The summer season is the slow season for golf courses and the ideal time to make repairs and improvements that often impede or suspend golf rounds. We've already lost several months of

the summer season moving through the process of letters of intent, negotiating terms of the sale, obtaining community approval, executing a Purchase and Sale Agreement, and facilitating the due diligence process, with the lead times necessary for those endeavors eating into the practical time for repairs and upgrades.

- The terms of the sale protect The Savannahs at Sykes Creek homeowners by extending the land use restriction of "golf course" from the current end date of 2028 out to 2040. The buyers' success at the Venetian Bay Golf Course in New Smyrna Beach demonstrate their ability and intentions of improving the course and facilities. Additionally, they have, at their own risk and expense, begun some work at The Savannahs, such as pressure cleaning and painting the exterior of the Clubhouse, but further repairs and improvements needed will interrupt daily operations, so time is of the essence to close the sale so that upgrades can proceed and be completed before "snow birds" return.

The sale of the golf course to a group who will professionally manage and have the funds to repair and improve the facilities will benefit not just The Savannahs at Sykes Creek, but all of Brevard as the course is brought into this century with upgrades and improvements, providing additional jobs and generating revenue to the surrounding areas with the draw of a beautiful, luxurious golf course.

Thank you so very much for your time, and thank you in advance for putting this matter on the July 22, 2025 meeting agenda.

Sincerely,

Christine Daignault-Taylor

Treasurer, Board of Directors of The Savannahs at Sykes Creek Homeowners Assoc.

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 _____

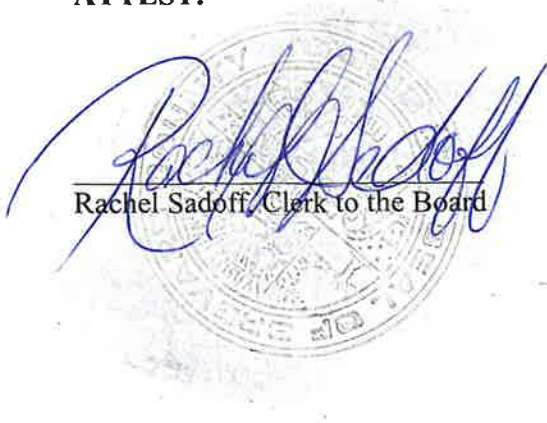
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of July, 2025, by Taylor Whalen, President of The Savannahs at Sykes Creek Homeowners' Association, Inc. who ☐ is personally known or ☐ has produced _____ as identification.

[Notary Seal]

Notary Public

Printed Name: _____

ATTEST:



Rachel Sadoff, Clerk to the Board

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

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

After recording
return document to:
Matthew Soss
Brevard County Board of County Commissioners
2725 Judge Fran Jamieson Way
Viera, FL 32940

11.07
CFN 2018128395, OR BK 8183 PAGE 2204,
Recorded 06/07/2018 at 03:02 PM, Scott Ellis, Clerk of Courts,
Brevard County
Pgs:54

Parcel Id, Nu. 24-36-01-OK-3

-----[This space above reserved for recording information]-----

AGREEMENT

THIS AGREEMENT ("Agreement") made and effective this 22nd day of May, 2018 ("Effective Date"), by and between the **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.**, Florida Not for Profit Corporation ("HOA").

RECITALS

WHEREAS, the Savannahs At Sykes Creek, Inc. ("Developer"), a Florida Corporation and COUNTY entered into that certain Agreement dated June 7, 1988, for that certain real property referred to as the Savannahs Golf Course; and

WHEREAS, a portion of the Developer's rights and authorities was assigned to HOA by the Release of Extraordinary Right of Entry, Activation of Homeowners Association and Assignment of Rights and Authority which is dated June 1, 1995, by the Developer; and

WHEREAS, with the remainder of the rights and authorities under the aforementioned Agreement was assigned to HOA by Barcan Inc., a Florida Corporation, under the Assignment of Rights and Authority dated June 28, 1995 (the 1988 Agreement, the 1995 Release, and the 1995 Assignment are hereinafter collectively referred to as, "Donation Agreement"). Said Donation Agreement is attached to and incorporated herein as Exhibit A; and

WHEREAS, in accordance with the Donation Agreement, COUNTY has been operating and maintaining the real property more particularly described therein as a public golf course ("Savannahs Golf Course"). Said property consisting of Tracts 3, 5, 6 and 7, of THE SAVANNAHS, according to the plat thereof, as recorded in Plat Book 35, at Page 56/62, Public Records of Brevard County, Florida; and

WHEREAS, the COUNTY is facing budgetary restraints which prohibits it from continuing to operate the Savannahs Golf Course; and

WHEREAS, the Donation Agreement permits the COUNTY to abandon the Savannahs Golf Course; and

WHEREAS, the COUNTY intends to abandon the Savannahs Golf Course;

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, the Parties hereby agree as follows:

1. **Recitals.** That all of the foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Abandonment Date.** The COUNTY shall abandon the Savannahs Golf Course and relinquish all claim to ownership and title of the Savannahs Golf Course and HOA shall accept title to the Savannahs Golf Course automatically and without further action by the Parties effective immediately upon execution of this Agreement by the Chair of the Brevard County Board of County Commissioners ("**Abandonment Date**"). COUNTY shall deliver and record the county deed, attached hereto as Exhibit B, memorializing the abandonment. However, COUNTY shall continue to operate and maintain the Savannahs Golf Course on behalf of the HOA until 11:59 P.M. on June 30, 2018, at which point COUNTY shall have no further duties or obligations to HOA. COUNTY shall be entitled to all revenues from the Savannahs Golf Course during this period.

3. **Mutual Release.** Except for the obligations set forth herein, the parties agree to mutually release and forever discharge each other, of and from 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 the parties now have, or may hereafter have arising out of or relating in any way to the Donation Agreement, the operation and maintenance of the Savannahs Golf Course by the COUNTY, or the abandonment of the Savannahs Golf Course by the COUNTY. The parties further agree that COUNTY shall have no further duties or obligations under the Donation Agreement, which shall be of no further force or effect. The parties agree that specific consideration has been provided for this mutual release.

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. However, in the event that the continued operation and maintenance of the Savannahs Golf Course will cause the immediate insolvency of HOA, HOA shall have the right to convey the Savannahs Golf Course subject to all applicable rules, ordinances, laws, and regulations.

In the event HOA discontinues the use of the Savannahs Golf Course 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.

5. **Transition Funding.** In consideration of the provisions contained herein, COUNTY shall provide HOA with \$700,000.00 to assist in the transition of the Savannahs Golf Course from COUNTY operation and management ("Transition Funding"). The initial portion of \$350,000.00 dollars of Transition Funding shall be remitted to HOA within 15 days of the Abandonment Date. The subsequent and final payment of \$350,000.00 shall be made on or before the May 22, 2019.

6. **Status of Buildings and Structures.** It is specifically understood and agreed that any and all buildings or structures placed upon the Savannahs Golf Course which are permanently attached to said property shall become the property of HOA as of the Abandonment Date. HOA accepts the Savannahs Golf Course and structures thereon "as is." COUNTY and HOA shall execute any and all papers necessary to effect transfer of said buildings or structures to HOA free and clear of all liens, encumbrances, or other claim or interests held thereon by any person whatsoever.

7. **Conveyance of Mosquito Impoundment to County.** The COUNTY currently utilizes the western portion of Tract 6 from Plat Book 35, Page 56 in the public records of Brevard County, Florida, as a mosquito impoundment. HOA shall convey this property, via quit claim deed, to the COUNTY. The property is more specifically described in Exhibit C.

8. **Storm Water Management.** COUNTY shall solely be responsible for maintaining those storm water facilities within the Savannahs P.U.D that are listed in Exhibit D. HOA shall be responsible for the maintenance, repair, and replacement of all other storm water facilities and drainage structures on or below the Savannahs Golf Course or servicing the Savannahs Golf Course within the Savannahs P.U.D, including, but not limited to, the following:

- The outfall structure located at the north side of Tract 3 and outfall pipe from that structure and terminating into the structure within the Hall Road right of way.
- The outfall structure, pipes and mitered ends located in the southwest section of Tract 6.
- Lot line pipes that do not serve the roadway drainage (Lot line pipes listed below):
 - Lots 46 & 47: Portion of Tract 5 between Lots 46 and 47, and 7.5' along each side lot line abutting Tract 5. Drainage Easement 35' total width.
 - Lots 65 & 66: 10' along each side of the shared lot line. Drainage Easement 20' total width.
 - Lots 91 & 92: 10' along each side of the shared lot line. Drainage Easement 20' total width.
 - Lots 129 & 130: 10' along each side of the shared lot line. Drainage Easement 20' total width.
- All other drainage not listed in Exhibit D.

HOA shall grant to COUNTY the necessary easements and shall maintain perpetual access from public rights-of-way to the storm water facilities for COUNTY or its agent and contractor. HOA and COUNTY shall determine and HOA shall provide, the easements necessary for the continued maintenance of those storm water facilities which are to be maintained by COUNTY.

9. **Line of Credit to CDD.** Upon the creation of the Savannahs at Sykes Creek Community Development District ("CDD") and the execution of an agreement between HOA and the CDD for the long term lease of the Savannahs Golf Course by the CDD, which said lease shall equate to equitable ownership of the Savannahs Golf Course by the CDD and shall be for a minimum term of 25 years, the COUNTY shall provide a line of credit in the amount of One Million Two Hundred Thousand Dollars (\$1,200,000.00) to the CDD for the improvement of the Savannahs Golf Course pursuant to the terms of the revolving line of credit note("Note") attached hereto as Exhibit E. The HOA shall guarantee performance of and repayment by the CDD under the terms of the Note and shall execute the guaranty agreement attached hereto as Exhibit F. HOA shall require the CDD to provide a bond to COUNTY in the amount of the line of credit.

10. **Applicable Law.** This Agreement and the provisions contained herein shall be construed, controlled and enforced in accordance with the laws of the State of Florida, without regard to conflicts of laws principles.

11. **Counterparts.** This Agreement may be signed and executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement.

12. **Recordation.** An executed original of this Agreement shall be recorded, at the Parties' joint expense, in the Public Records of Brevard County, Florida.

13. **Attorneys' Fees.** In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorneys' fees and costs.

14. **Venue.** 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. COUNTY AND HOA HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ARISING OUT OF OR RELATING TO THIS AGREEMENT.

15. **Successors and Assigns.** The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heir's successors, executors, administrators and assigns of the parties hereto.

16. **Severability.** If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws (the deletion of which would not adversely affect the receipt of any material benefit or substantially increase the burden of any part hereto) effective during this Agreement, then and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. All rights, powers, and privileges conferred by this

Agreement upon the parties shall be cumulative but not restricted to those given by law.

17. Exhibits. Each exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement, and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if such exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.


[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Termination Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.


(CORPORATE SEAL)

HOA:

SAVANNAHS AT SYKES CREEK
HOMEOWNERS' ASSOCIATION, INC., a
Florida Not for Profit Corporation


Print Name: Sonia Basinger

By:



Attest:


KEITH A. LOWE


Print Name: Alicia Baker


Signed, sealed and delivered
in the presence hereof:

COUNTY:

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA, a political
subdivision of the State of Florida

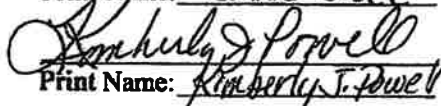

Print Name: Donna Scott

By:


(As approved by the Board on 5-22-18 .)

Attest:

SCOTT ELLIS, CLERK


Print Name: Kimberly J. Powell

List of Exhibits

Exhibit A	Donation Agreement
Exhibit B	County Deed
Exhibit C	Legal Description of Mosquito Impoundment
Exhibit D	Brevard County Stormwater Maintenance Responsibilities
Exhibit E	Revolving Line of Credit Note
Exhibit F	Guaranty Agreement

Board Meeting Date

7-22-25

Item Number: J-4

Motion By: KA

Second By: KD

Nay By: _____

Commissioner	DISTRICT	AYE	NAY
Commissioner Delaney	1	✓	
Vice Chair Goodson	2	✓	
Commissioner Adkinson	3	✓	
Commissioner Altman	5	✓	
Chairman Feltner	4	✓	