

This Instrument Prepared by and Return To:
W. James Gooding III
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, FL 34471

Rec. \$ _____

**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT CONCERNING
CONCURRENCY, IMPACT FEE CREDITS, AND OTHER MATTERS, FOR GOLDEN OCALA**

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT CONCERNING CONCURRENCY, IMPACT FEE CREDITS, AND OTHER MATTERS, FOR GOLDEN OCALA (the “Second Amendment”), is executed as of _____, 2026, (the “Second Amendment Effective Date”) by and between (each a “Party” and collectively, the “Parties”):

- Marion County, Florida, a political subdivision of the State of Florida (“County”); and
- The following (individually and collectively, “Owner”): Golden Ocala Equestrian Land, L.L.C., an Ohio limited liability company, Equestrian Operations, L.L.C., an Ohio limited liability company, Roberts Development Corporation, an Ohio corporation, and R.L.R. Investments, LLC, an Ohio limited liability company.

WHEREAS:

- A. On or about June 6, 2018, Owner and its predecessors in title, and County entered into the *Development Agreement Concerning Concurrency, Impact Fee Credits, and Other Matters for Golden Ocala (the “Original Agreement”)* as recorded in OR Book 6791, page 105.¹
- B. Effective as of January 19, 2021, Owner and County entered into the *First Amendment to Development Agreement Concerning Concurrency, Impact Fee Credits, and Other Matters, for Golden Ocala* as recorded in OR Book 7388, page 861. The Original Agreement, as amended by the First Amendment, is hereinafter referred to as the “Current Agreement.”
- C. On or about March 18, 2026, the Marion County Board of County Commissioners approved the following (the “2026 WEC Approvals”) for the Property² some of which dealt with the subject matter of the Current Agreement: Ordinance Numbers _____, _____, and _____.
- D. Owner and County now desire to further amend the Current Agreement pursuant to this Second Amendment.
- E. County has provided its Notice of Intent to consider entering in this Second Amendment by advertisements published in the Ocala Star-Banner, a newspaper of general circulation and readership in Marion County, Florida, on _____, and _____, and by mailing a copy of the Notice of Intent to Owners, and to the persons and entities shown on the most

¹ All recording references refer to the public records, Marion County, Florida.

² Terms capitalized in this Second Amendment and not otherwise defined herein, have the same meaning herein as in the Current Agreement.

recent Marion County tax Roll to be the owners of property lying within three hundred feet (300') of the boundaries of the Property which is the subject-matter of this Agreement, and by announcing the date, time, and place of the second hearing during the first hearing.

- F. The County Commission held public hearings on February 17, 2026, and on March 18, 2026, to consider this Second Amendment, and found that this Second Amendment will further the objectives of the Community Planning Act, and that the development contemplated and permitted by this Second Amendment is consistent with the Marion County Comprehensive Plan and County LDR.

NOW, THEREFORE, in consideration of the mutual covenants contained herein (which are incorporated herein by reference), and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows, which terms shall be binding upon the parties and their respective successors and assigns, as may be applicable:

- 1. **Development Uses Permitted.** Paragraph 3.1 of the Original Agreement, as amended by paragraph 2 of the First Amendment, is further amended to read as follows:

3. Development Uses Permitted.	
3.1	The development uses permitted on the Property pursuant to the Golden Ocala Approvals are as follows:
RESIDENTIAL HOUSING	
Low Residential	400
Medium Residential (including original Golden Ocala PUD)	1103
Equestrian Estate	300
High Residential	408
Condominium	170
Rural	16
Total Housing Units	2,397
NON-RESIDENTIAL	
Commercial	4,000,000 square feet
Equestrian Facilities	210 acres
Expo and Indoor Sports Facilities	30 acres
Outdoor Sports Facilities	90 acres
Hotel	1,650 rooms
Recreational Vehicle	280 units (does not include unoccupied parking spaces)

- 2. **Concert Uses.**

- 2.1. Paragraph 10 of the Original Agreement, and paragraph 6.2.2.b.1). of paragraph 6.2 of the Original Agreement, as amended by paragraph 5 of the First Amendment, are hereby deleted.
- 2.2. Therefore, the WEC may be utilized for concert uses .

3. **Further Amendment to Agreement.**

- 3.1. Among other things, the Current Agreement concerns transportation concurrency and related matters.
- 3.2.
- 3.3. In connection with the 2026 WEC Approvals, Owners submitted, and the County approved, a *WEC Sports Complex Traffic Impact Analysis* (the “Traffic Study”) prepared by Kittelson & Associates.
- 3.4. Within six (6) months after the Second Amendment Effective Date, Owner shall submit to County a further amendment, or a new agreement, (either, the “Third Amendment”) addressing the impact of the 2026 WEC Approvals on the County transportation system as well as additional issues deemed appropriate by Owner and County, and shall thereafter pursue approval of such Third Amendment with due diligence.

4. **Adopted Pursuant to Florida Local Government Development Agreement Act.** This Second amendment has been adopted pursuant to the “Florida Local Government Development Agreement Act” (codified at Sections 163.3220 through 163.3243, Florida Statutes (2025)).

5. **General Provisions.**

- 5.1. Notices. Paragraph 9.1 of the Original Agreement, as amended by paragraph 12.1 of the First Amendment, is further amended to read as set forth herein:
 - 5.1.1. All notices, requests, consents and other communications (each a “Communication”) required or permitted under the Amended Agreement shall be in writing (including emailed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, emailed or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed as follows or to such other addresses as any party may designate by Communication complying with the terms of this Second amendment Paragraph 5.1:
 - 5.1.1.1. If to County: County Administrator, 601 SE 25th Avenue, Ocala, FL 34471; Email: Mounir.bouyounes@marionfl.org.
 - a. With a copy to: County Planning Director, 2710 E. Silver Springs Boulevard, Ocala, FL 34470; Email: chuck.varadin@marionfl.org.
 - b. With a copy to: County Attorney, 601 SE 25th Avenue, Ocala, FL 34471; Email: matthew.minter@marionfl.org.
 - 5.1.1.2. If to Owner: Attn: Corporate Legal Department, 600 Gillam Road, Wilmington, Ohio 45177; email: none (do not use email for this address);
 - a. With a copy to: Don DeLuca, 7290 College Parkway, Suite 400, Fort Myers, FL 33907; email: ddeluca@rlcarriers.com.

b. With a copy to: W. James Gooding III, 1531 SE 36th Avenue, Ocala, FL 34471; email: jgooding@lawyersocala.com.

- 5.1.2. Each such Communication shall be deemed delivered:
 - 5.1.2.1. On the date of delivery if by personal delivery with signed receipt thereof;
 - 5.1.2.2. On the date of email transmission if by email (subject to Second amendment Paragraph 5.1.5); and
 - 5.1.2.3. If the Communication is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; or (b) the date upon which delivery is refused.
 - 5.1.2.4. Notwithstanding the foregoing, service by personal delivery delivered, or by email sent, after 5:00 p.m. shall be deemed to have been made on the next day that is not a Saturday, Sunday, or legal holiday.
- 5.1.3. If a Communication is delivered by multiple means, the Communication shall be deemed delivered upon the earliest date determined in accordance with Second amendment Paragraph 5.1.2.
- 5.1.4. If the above provisions require Communication to be delivered to more than one person (including a copy), the Communication shall be deemed delivered to all such persons on the earliest date it is delivered to any of such persons.
- 5.1.5. Concerning Communications sent by email:
 - 5.1.5.1. The Communication shall not be deemed to have been delivered if the sender receives a message from the sender's or the recipient's internet service provider or otherwise that the email was not delivered or received but, if the email was sent by the sender on the last day of a deadline or other time period established by the Amended Development Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;
 - 5.1.5.2. If the sender receives an automatic reply message indicating that the recipient is not present to receive the email (commonly referred to as an "out of the office message"), the email shall not be deemed delivered until the recipient returns but, if the email was sent by the sender on the last day of a deadline or other time period established by the Amended Development Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;
 - 5.1.5.3. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.

- 5.1.5.4. The sender must print the email to establish that it was sent (though it need not do so at the time the email was sent); and
 - 5.1.5.5. The sender shall maintain the digital copy of the email in its email system for a period of no less than one year after it was sent.
 - 5.2. Effective Date. This Second Amendment shall become effective upon the later of the following:
 - 5.2.1. The recording of the fully executed Second Agreement in the Public Records of Marion County, Florida, as set forth in Section 163.3239, Florida Statutes; or
 - 5.2.2. The date that the 2026 WEC Approvals become effective under applicable law including, without limitation, Section 163.3184, Florida Statutes.
- 6. **Effect on Current Agreement.** Except as expressly set forth herein, the Current Agreement is not amended or modified. All references herein or in the Current Agreement to “this Second amendment,” “the Agreement,” or similar terms shall be deemed to refer to the Amended Agreement.

THEREFORE, the Parties have executed this Second Amendment as of the Effective Date.

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SIGNATURES START ON NEXT PAGE**

MARION COUNTY, FLORIDA, a political subdivision of the State of Florida, by its Board of County Commissioners

By: _____
Carl Zalak, III, Chairman

ATTEST:

Gregory C. Harrell, Clerk of Court and Comptroller

For use and reliance of Marion County only, approved as to form and legal sufficiency:

Matthew Guy Minter, County Attorney

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____, 2026, by Carl Zalak, III, as Chairman of the Board of County Commissioners of Marion County, Florida, a political subdivision of the State of Florida, on behalf of the County.

Notary Public, State of Florida
Name: _____
(Please print or type)

Commission Number:
Commission Expires:

Notary: Check one of the following:

- _____ Personally known OR
- _____ Produced Identification (if this box is checked, fill in blank below).
- _____ Type of Identification Produced: _____

Equestrian Operations, L.L.C., an Ohio limited liability company

By: _____

as _____

Witness

Print Witness Name

Witness

Print Witness Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____, 2026, by _____, as _____ of Equestrian Operations, L.L.C., an Ohio limited liability company, on behalf of the company.

Notary Public, State of _____

Name: _____

(Please print or type)

Commission Number:

Commission Expires:

Notary: Check one of the following:

____ Personally known OR

____ Produced Identification (if this box is checked, fill in blank below).

Type of Identification Produced: _____

Golden Ocala Equestrian Land, L.L.C., an Ohio limited liability company

Witness

By: _____

as _____

Print Witness Name

Witness

Print Witness Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____, 2026, by _____, as _____ of Golden Ocala Equestrian Land, L.L.C., an Ohio limited liability company, on behalf of the company.

Notary Public, State of _____

Name: _____

(Please print or type)

Commission Number:

Commission Expires:

Notary: Check one of the following:

_____ Personally known OR

_____ Produced Identification (if this box is checked, fill in blank below).

Type of Identification Produced: _____

R.L.R. Investments, LLC, an Ohio limited liability company

By: _____

as _____

Witness

Print Witness Name

Witness

Print Witness Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____, 2026, by _____, as _____ of R.L.R. Investments, LLC, an Ohio limited liability company, on behalf of the company.

Notary Public, State of _____

Name: _____

(Please print or type)

Commission Number:

Commission Expires:

Notary: Check one of the following:

____ Personally known OR

____ Produced Identification (if this box is checked, fill in blank below).

Type of Identification Produced: _____

Roberts Development Corporation, an Ohio corporation

By: _____
as _____

Witness

Print Witness Name

Witness

Print Witness Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____, 2026, by _____, as _____ of Roberts Development Corporation, an Ohio corporation, on behalf of the company.

Notary Public, State of _____
Name: _____
(Please print or type)

Commission Number:
Commission Expires:

Notary: Check one of the following:

- _____ Personally known OR
- _____ Produced Identification (if this box is checked, fill in blank below).
- _____ Type of Identification Produced: _____