

ASSIGNMENT OF 80TH AVENUE HOLDINGS, LLC RIGHTS UNDER THE MARION COUNTY WATER AND WASTEWATER SYSTEM STANDARD DEVELOPER'S SERVICE AGREEMENT

This Assignment (this "Assignment") is made, by 80th Avenue Holdings, LLC ("Assignor"), a dissolved Florida limited liability company, to Lennar Homes, LLC, a Florida limited liability company ("Assignee"), as of the date last executed by one of the parties (the "Effective Date").

RECITALS:

WHEREAS, Assignor is party to the Marion County Water and Wastewater System Standard Developer's Service Agreement, Contract NO. 18-01, dated August 21, 2018, recorded in Official Records Book 6839, Pages 558-583, of the Public Records of Marion County, Florida (the "Agreement") and desires to assign Assignor's rights under the agreement to Assignee;

WHEREAS, Assignor was dissolved on September 22, 2023, and pursuant to Section 605.0709, Florida Statutes, Subsection (2)(b)(3), Assignor, as a dissolved limited liability company, may transfer its property after dissolution to wind up the company's affairs,

NOW, THEREFORE, in consideration of the payment of Ten and 00/100 Dollars (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. Recitals; Definitions. The foregoing recitals are true and correct and are incorporated herein by reference. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Lennar Agreement.

2. Assignment. Assignor assigns, transfers and sets over unto Assignee, its successors and assigns, the Agreement and all Assignor's right, title and interest in the Agreement "AS-IS", with all faults, and without representation or warranty of any kind except as may be set forth in this Assignment. In particular, but without limitation, Assignor assigns and transfers to Assignee all of Assignor's rights pursuant to Section 21.4 of the Agreement, including the right under Section 21.4.6 for payment of the "Reimbursements".

3. Assumption. Assignee hereby assumes and agrees to be bound by and agrees to perform Assignor's remaining obligations under the Agreement arising on or after the Effective Date of this Assignment, and Assignee hereby rescinds and retracts any representations to the contrary set forth in the Parties' Agreement Concerning Assignment of Reimbursements Under Utility Agreement dated April 30, 2021.

4. Further Assurances. The parties hereto covenant and agree to execute all such further instruments and take all such further action as may be reasonably required by either party to fully effectuate the terms and provisions of this Assignment and the transactions contemplated herein.

5. Counterparts. This Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument and facsimile and electronic pdf transmissions shall be deemed originals.

6. Governing Law. This Assignment shall be construed and enforced under and pursuant to the laws of the State of Florida.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed as of the day and year first above written.

ASSIGNOR: 80th AVENUE HOLDINGS, LLC

DocuSigned by:

By: Christopher Armstrong

Name: 5C7379A5E238424 Christopher Armstrong

Its: Manager as of the date of Dissolution of the Company

Date: 4/9/2025

ASSIGNEE: LENNAR HOMES, LLC

DocuSigned by:

By: Nick Crowe

Name: 5544819A43E240D Nick Crowe

Its: Division President

Date: 4/9/2025

COUNTY

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

By: _____
Kathy Bryant, 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:

For _____
Matthew Guy Minter, County Attorney