

*This instrument prepared by,
and when recorded return to:*

Reggie L. Bouthillier, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
106 E. College Avenue, Suite 700
Tallahassee, Florida 32301

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**SECOND AMENDMENT TO RIGHT-OF-WAY AND SIGNALIZED INTERSECTION
IMPROVEMENTS AGREEMENT**
[SW 38th Street]

THIS SECOND AMENDMENT TO RIGHT-OF-WAY AND SIGNALIZED INTERSECTION IMPROVEMENTS AGREEMENT (“**Second Amendment**”) is made as of this _____ day of _____, 2026, by and among MARION COUNTY, a political subdivision of the State of Florida, whose post office address is 601 SE 25th Ave., Ocala, FL 34471 (“**County**”), COLEN BUILT DEVELOPMENT, LLC, a Florida limited liability company, whose post office address is 8445 SW 80th Street Road, Ocala, Florida 34481 (“**CBD**”), and ON TOP OF THE WORLD COMMUNITIES, L.L.C., a Florida limited liability company, whose post office address is 8445 SW 80th Street Road, Ocala, Florida 34481 (“**OTOW**”). The County, CBD and OTOW shall each be referred to herein as a “**Party**” and shall be collectively referred to herein as the “**Parties**.”

RECITALS:

WHEREAS, the County is widening SW 38th Street from two lanes to four lanes from approximately 3,000 feet east of SW 80th Avenue to SW 43rd Court (“**SW 38th Street 4-Laning Project**”), the extent of which is graphically shown on **Exhibit “1”**; and

WHEREAS, CBD and OTOW are the developers of the Calesa Township Property (as defined in the Original Agreement); and

WHEREAS, OTOW is the sole owner of the property shown on **Exhibit “2”** attached hereto (“**OTOW Property**”), portions of which may be dedicated as right of way (“**ROW**”); and

WHEREAS, the Calesa Township Property is vested for the development approved by BLIM 2018-DM05, Marion County Resolution No. 2018-R-507 (“**BLIM Vesting Approval**”), which includes approximately 1,567.9 acres as Vested Residential and Other Vested Commercial, 273.5 acres as Earl Employment Center and 36.5 acres as Conservation Area #4 (“**Calesa Township Project**”), and which is exempt from transportation concurrency; and

WHEREAS, the Parties entered into that certain Right-of-Way and Signalized Intersection Improvements Agreement dated February 7, 2023, and recorded July 12, 2023 in Official Records

Book 8096, Page 323, in the Public Records of Marion County, Florida (the “**Original Agreement**”); and

WHEREAS, pursuant to paragraph 4 of the Original Agreement, the parties entered into a First Amendment to Right-of-Way and Signalized Intersection Improvements Agreement dated November 19, 2024, and recorded December 10, 2024 in Official Records Book 8489, Page 527, in the Public Records of Marion County, Florida (the “**First Amendment**” and, together with the Original Agreement, hereinafter the “**Agreement**”) to address the dedication of the SW 38th Street ROW (as defined in the Agreement); and

WHEREAS, the First Amendment addressed the First Phase (as defined in the First Amendment) of the dedication of the SW 38th Street ROW (as defined in the First Amendment) and contemplated an additional amendment to the Agreement to address the Second Phase (as defined in the First Amendment) of dedication of the SW 38th Street ROW;

WHEREAS, pursuant to the First Amendment, OTOW conveyed the First Phase SW 38th St. ROW (as defined in the First Amendment) to the County;

WHEREAS, subsequently, the County Commissioners adopted a Preliminary Engineering Report (“**PER**”) in 2010 for the corridor located at SW 38th Street / SW 40th Street from east of SW 80th Avenue to SW 43rd Court, for an approximate length of 3.7 miles (“**SW 38th Street Corridor**”) and further adopted an updated PER on March 18, 2025 (“**Updated PER**”), which changed the approved typical sections and added a roundabout within the SW 38th Street Corridor at SW 67th Avenue Road (the “**Roundabout**”); and

WHEREAS, the change from a signalized intersection to the Roundabout causes a change in the County’s right-of-way needs which differs from those previously contemplated and deeded from OTOW to the County pursuant to the Agreement; and

WHEREAS, the Parties desire to amend the Agreement to establish a process for: (1) OTOW dedicating the remaining ROW within the Calesa Township Property for the SW 38th Street 4-Laning Project pursuant to paragraph 2 of the First Amendment; (2) the County reconveying to OTOW portions of the SW 38th Street ROW which were previously conveyed to the County by OTOW but are no longer required for County purposes as a result of the Updated PER; (3) OTOW dedicating additional ROW within the First Phase of the SW 38th Street Corridor as a result of the Updated PER; (4) OTOW granting the County an easement for stormwater drainage purposes and OTOW constructing the stormwater drainage retention area and conveyance system; (5) the County providing OTOW with a temporary construction easement to work within the County’s ROW to construct the stormwater conveyance system; (6) OTOW providing the County with a temporary construction easement to connect to the stormwater conveyance system during construction of the SW 38th Street 4-Laning Project; and (7) for the County to provide cash reimbursements to OTOW and CBD as provided for herein; and

WHEREAS, the Marion County Board of County Commissioners authorized execution of this Agreement on June 2, 2026.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The foregoing Recitals are true and correct and incorporated herein by reference.

2. **Signalized 38th Street Improvements.** As a result of the Updated PER and County's decision to construct the Roundabout, the Parties agree to delete Paragraph 2 of the Original Agreement in its entirety, except that OTOW shall receive a cash reimbursement for the costs OTOW has expended to comply with paragraph 2 of the Original Agreement incurred as of Effective Date in the amount of Two Hundred Eighty-Two Thousand Four Hundred Twenty and 15/100 Dollars (\$282,420.15) ("**OTOW Intersection Costs**"). OTOW Intersection Costs shall include fees charged to OTOW by appraisers, engineers, planners, lawyers, surveyors and other similar consultants.

3. **38th Street Right of Way.** To accommodate the County's Updated PER, the Parties have agreed that the County will deed the ROW area no longer needed for the SW 38th 4-Laning Project, which ROW is described and depicted on **Exhibit "3"** attached hereto and incorporated herein ("**Surplus ROW**"), to OTOW in the form attached to and incorporated herein as **Exhibit "4"** ("**Surplus ROW Deed**"). OTOW agrees to deed the County additional ROW, which ROW is described and depicted on **Composite Exhibit "5"** attached hereto and incorporated herein ("**Additional ROW**") in the form attached to and incorporated herein as **Exhibit "6"** ("**Additional ROW Deed**"). The Parties have ordered or will order an appraisal to establish the fair market value associated with the reconveyance of the Surplus ROW and the conveyance of the Additional ROW. The value of the Additional ROW is expected to exceed the value of the Surplus ROW. The County Commission authorizes the County Administrator and/or his or her designee to, on behalf of the County, negotiate with OTOW the value for the Surplus ROW and for the Additional ROW provided such valuation does not exceed the highest valued appraisal. The Parties agree that OTOW will engage an appraiser for such valuation and provide such appraisal to the County for review. Should the County disagree with such appraisal, the County may obtain a second appraisal and provide such to OTOW for review. To the extent the Parties cannot agree on a value after review of the two appraisals, such valuation shall be referred to mediation. Within sixty (60) days of the Parties agreeing to the appraised values, the Surplus ROW Deed and the Additional ROW Deed shall be finalized with the agreed upon appraised value and executed by the Parties, the County shall pay to OTOW the agreed upon difference between the appraised values, and thereafter the Surplus ROW Deed and Additional ROW Deed shall be recorded in the Public Records of Marion County by the County.

4. **Drainage Easement.** To accommodate the County's need and request for a larger drainage retention area and stormwater conveyance system on OTOW's Property and OTOW's need to potentially relocate the drainage retention area or stormwater conveyance system to accommodate future development plans, the Parties have agreed that the Parties will terminate the Perpetual Drainage Easement previously granted from OTOW to the County on November 18 2005, and recorded December 14, 2005 in Official Records Book 4274, Page 261, in the Public Records of Marion County, Florida (the "**Existing DRA Easement**"), by executing a termination of perpetual drainage easement in the form attached hereto and incorporated herein as **Exhibit "7"** ("**Termination of the Perpetual Drainage Easement Agreement**"). OTOW agrees to grant an

easement to the County for the expanded drainage retention area for current and additional stormwater volume (“**Northeast DRA**”), for a stormwater conveyance system (“**Northeast Stormwater Conveyance System**”), and for the performance of other obligations as set forth in the form of the drainage easement attached hereto and incorporated herein as **Exhibit “8”** (“**Northeast Drainage Easement Agreement**”). The Parties have ordered or will order an appraisal to establish the fair market value associated with the Termination of the Perpetual Drainage Easement Agreement and the granting of Northeast Drainage Easement Agreement. The value of the Northeast Drainage Easement Agreement is expected to exceed the value of the Termination of the Perpetual Drainage Easement Agreement. The County Commission authorizes the County Administrator and/or his or her designee to, on behalf of the County, negotiate with OTOW the value for the Termination of the Perpetual Drainage Easement Agreement and for the Northeast Drainage Easement Agreement provided such valuation does not exceed the highest valued appraisal. The Parties agree that OTOW will engage an appraiser for such valuation and provide such appraisal to the County for review. Should the County disagree with such appraisal, the County may obtain a second appraisal and provide such to OTOW for review. To the extent the Parties cannot agree on a value after review of the two appraisals, such valuation shall be referred to mediation. Within sixty (60) days of the Parties agreeing to the legal descriptions and appraised values, the Termination of the Perpetual Drainage Easement Agreement and Northeast Drainage Easement Agreement shall be finalized and executed by the Parties, the County shall pay OTOW the agreed upon difference between the appraised values, and the Termination of the Perpetual Drainage Easement Agreement and Northeast Drainage Easement Agreement shall thereafter recorded in the Public Records of Marion County by the County.

5. **Stormwater Inlet and Pipe Easement.** To accommodate the County’s need and request to install and operate a stormwater inlet and pipe adjacent to the SW 38th ROW on OTOW’s Property, the Parties have agreed that OTOW will grant an easement to the County for access and to perform other obligations as set forth in the easement attached hereto and incorporated herein as **Exhibit “9”** (“**Stormwater Inlet and Pipe Easement Agreement**”). The Parties have ordered or will order an appraisal to establish the fair market value of the easement for the drainage retention area, which will be finalized upon the completion of the legal description and sketch. The County Commission authorizes the County Administrator and/or his or her designee to, on behalf of the County, negotiate with OTOW the value of the drainage retention area provided such valuation does not exceed the highest valued appraisal. The Parties agree that OTOW will engage an appraiser for such valuation and provide such appraisal to the County for review. Should the County disagree with such appraisal, the County may obtain a second appraisal and provide such to OTOW for review. To the extent the Parties cannot agree on a value after review of the appraisal, such valuation shall be referred to mediation. Within sixty (60) days of the Parties agreeing to the appraised value, the Stormwater Inlet and Pipe Easement Agreement shall be finalized with the agreed upon legal descriptions and appraised value and executed by the Parties, the County shall pay OTOW the agreed upon appraised value, and the Stormwater Inlet and Pipe Easement Agreement shall thereafter be recorded in the Public Records of Marion County by the County.

6. **Northeast DRA and Northeast Stormwater Conveyance System.**

(a) **Construction.** OTOW intends to develop the portion of the OTOW Property containing the Northeast DRA and Northeast Stormwater Conveyance System (“**OTOW Project**”) prior to the anticipated construction of the SW 38th Street 4-Laning Project. OTOW

shall be responsible for: (1) removing, filling, and vacating the portion of the existing DRA and related stormwater infrastructure located within the Existing DRA Easement (“**Existing DRA**”), in accordance with **Exhibit “10”**, attached hereto and made a part hereof; (2) constructing the Northeast DRA; and (3) constructing the Northeast Stormwater Conveyance System (with (1) through (3) hereinafter referred to collectively as the “**Drainage Improvements**”). As applicable, OTOW shall remove, fill, vacate, and construct the Drainage Improvements in a good and workmanlike manner and in accordance with the specifications set forth in the Northeast Drainage Easement Agreement, all applicable governmental permits and approvals, including, without limitation, any approvals or permits issued by the Southwest Florida Water Management District (“**SWFWMD**”) or the County. The Contractor may, at their option, utilize either reinforced concrete pipe (“**RCP**”) or polypropylene pipe (“**PP**”) for storm drainage installations. All materials, installation, and testing shall conform to the applicable requirements of the Florida Department of Transportation (“**FDOT**”) Standard Specifications for Road and Bridge Construction, latest edition, and FDOT Standard Plans, and must be on the FDOT approved products list (APL). If the Contractor elects to use RCP, the pipe shall meet the requirements of FDOT Specification Section 449, and upon completion of installation and prior to final acceptance, the Contractor shall perform closed-circuit television (CCTV) inspection of the installed pipe system in accordance with FDOT Specification Section 430 to verify alignment, joint integrity, and absence of defects; any deficiencies identified shall be corrected at no additional cost to the County. If the Contractor elects to use PP pipe, the pipe shall meet the requirements of FDOT Specification Sections 948 and 430, and the Contractor shall perform post-installation deflection (ovality) testing on all installed pipe in accordance with FDOT requirements, including required timing after backfill; all testing shall demonstrate compliance with FDOT allowable deflection limits, and certified test reports shall be submitted to the County for review. Any pipe failing to meet FDOT requirements, including excessive deflection or installation defects as determined by the County, shall be corrected or replaced by the Contractor at no additional cost to the County prior to final acceptance. The Northeast Stormwater Conveyance System shall include three (3) connections to the first box structures located within the County’s ROW area, labeled as S4A-04, S4A-01A, and S4A-20 to be constructed by OTOW and OTOW shall be responsible for installing the Drainage Structures bottom (collectively “**Drainage Structures**”), consistent with the design plan sheets set forth in **Exhibit “11”** attached hereto and made a part hereof, which are excerpts of the 90% Plans dated January 2026 for the SW 38th Street 4-Laning Project (“**Design Plans**”). OTOW shall notify and coordinate with the County at least seventy-two (72) hours prior to performing work within the ROW and shall coordinate with the County to facilitate inspection of the Drainage Structure bottom installations. The County shall conduct such inspection within a reasonable time after receiving OTOW’s request therefor. The County hereby creates, grants, declares, and conveys to OTOW and its contractors, subcontractors, managers, officers, directors, employees, agents, vendors, licensees, suppliers, and invitees of OTOW, a non-exclusive, temporary easement on, over, and across the SW 38th Street ROW for the purpose of ingress, egress, construction, staging, material storage, and the parking and passage of construction and other vehicles for the purpose of constructing those portions of the Drainage Improvements within the SW 38th Street ROW as contemplated by this paragraph. This easement is temporary in nature and shall automatically terminate and become null and void without further action upon the completion of the SW 38th Street 4-Laning Project. Upon completion of the SW 38th Street 4-Laning Project, OTOW shall record a notice of completion and termination of this temporary construction easement within the public records of Marion County, Florida. OTOW expects to

commence construction for the OTOW Project prior to the County’s anticipated commencement of construction for the SW 38th Street 4-Laning Project. OTOW shall complete the construction of the Drainage Improvements within six (6) months of the approval of the SWFWMD permit for such Drainage Improvements. In the event OTOW fails to complete the construction of the Drainage Improvements prior to the County’s need for the Drainage Improvements for the SW 38th Street 4-Laning Project and OTOW does not cure such failure within thirty (30) days of written notice from the County, or OTOW provides the County with notification of its inability to complete construction of the Drainage Improvements within such thirty (30) days, the County may, at its discretion, construct the Drainage Improvements in accordance with the OTOW design plans approved by SWFWMD (SWFWMD Application Number 929173) and the County.

(b) **Northeast DRA and Northeast DRA Stormwater Conveyance System Costs.** Design, engineering, surveying, planning, permitting, and construction costs (“**Total Stormwater Infrastructure Costs**”) shall be apportioned as follows:

(i) **Northeast DRA Costs.** OTOW shall be solely responsible for the costs related to removing, filling, and vacating the portion of the existing DRA and related stormwater infrastructure located within the Existing DRA Easement. The Total Stormwater Infrastructure Costs of the Northeast DRA shall include excavation, sod (for side slopes) and seed and mulch (for bottom) (“**Northeast DRA Costs**”), and shall be apportioned based on volumetric capacity, taking into account the volumetric capacity already contained within the Existing DRA. The following volumetric capacity proportions apply to the Northeast DRA:

OTOW Project: 54%
County/SW 38th Street: 37%
County/SW 60th Ave/Existing DRA: 9%

OTOW shall be responsible for sixty-three percent (63%) of the Northeast DRA Costs, which accounts for the volumetric proportion of the Northeast DRA that will accommodate stormwater from the OTOW Project and the Existing DRA. The County shall be responsible for thirty-seven percent (37%) of the Northeast DRA Costs, which accounts for the volumetric proportion of the Northeast DRA that will accommodate stormwater from the SW 38th Street 4-Laning Project.

The Parties have agreed to use the costs from a recently County bidded project (SW 80th Ave 4-Laning Project; ITB# 25B-148 (“**Prior Bid**”)) to determine the Northeast DRA Costs. Specifically, using the Prior Bid, the Northeast DRA Costs were calculated at Four Hundred Seven Thousand Four Hundred Seventy-Six and 75/100 Dollars (\$407,476.75). OTOW agrees to accept reimbursement of One Hundred Fifty Thousand Seven Hundred Sixty-Six and 40/100 Dollars (\$150,766.40), which is 37% of the total Northeast DRA Costs, for the County’s portion of the Northeast DRA Costs. OTOW further agrees to accept the risk of any increases in costs and will not seek any additional reimbursement for the construction of the Northeast DRA.

(ii) **Northeast Stormwater Conveyance System Costs.** The Total Stormwater Infrastructure Costs of the Northeast Stormwater Conveyance System (“**Northeast Stormwater Conveyance System Costs**”) shall be apportioned based on the following:

- (1) The County shall be responsible 100% for the costs related to the stormwater conveyance system utilized solely by the County as shown on **Exhibit “12”**, attached hereto and incorporated herein by this reference (**“County-Only Stormwater Conveyance System”**), and the associated drainage structures (**“County-Only Structures”**). The Parties have agreed to use the costs from the Prior Bid to determine the costs of the County-Only Stormwater Conveyance System and the County-Only Structures. Specifically, using the Prior Bid, the three pipe runs and the County-Only Structures for the County-Only Stormwater Conveyance System were calculated at Forty-Six Thousand One Hundred Forty-Six and No/100 Dollars (\$46,146.00), which is the total of \$23,178.00 for the western pipe run, \$11,142.00 for the middle pipe run, and \$11,826.00 for the eastern pipe run. OTOW agrees to accept reimbursement of Forty-Six Thousand One Hundred Forty-Six and No/100 Dollars (\$46,146.00) for the construction costs of the County-Only Stormwater Conveyance System and the County-Only Structures. OTOW further agrees to accept the risk of any increases in costs and will not seek any additional reimbursement for construction of the County-Only Stormwater Conveyance System or the County-Only Structures. The Parties further agree to reevaluate the costs of the County-Only Stormwater Conveyance System and the County-Only Structures should OTOW use any pipe material other than RCP, and OTOW acknowledges that such a change in material would likely decrease the County’s total reimbursement owed to OTOW.
- (2) OTOW shall be responsible for 100% of the costs related to the stormwater conveyance system utilized solely by OTOW as shown on **Exhibit “12”** (**“OTOW-Only Stormwater Conveyance System”**), and the associated drainage structures.
- (3) The County and OTOW shall share responsibility for the costs related to the stormwater conveyance system utilized by the County and OTOW as shown on **Exhibit “12”** (**“Shared Stormwater Conveyance System”**). The County shall be responsible for the costs associated with the size of the pipes needed to carry stormwater solely from the SW 38th Street 4-Laning Project to the Northeast DRA via the Shared Stormwater Conveyance System. OTOW shall be responsible for the difference in costs between the County’s aforementioned responsibility and the cost to upsize the pipes to carry stormwater from both the SW 38th Street 4-Laning Project and the OTOW Project via the Shared Stormwater Conveyance System. The Parties have agreed to equally split the costs of the structures associated with the Shared Stormwater Conveyance System (**“Shared Structures”**). The Parties have agreed to use the costs from the Prior Bid to determine the costs associated with the size of the pipes needed to carry stormwater solely from the SW 38th Street 4-Laning Project to the Northeast DRA via the Shared Stormwater Conveyance System and the costs of the Shared Structures. Specifically, using the Prior Bid, three pipe runs sized to carry stormwater solely from the SW 38th Street 4-Laning Project for the length of pipe needed were calculated at Six Hundred Forty-Two Thousand One Hundred Fifty-Four and No/100 Dollars (\$642,154.00), which is the total of \$311,638.00 for the western pipe run, \$90,576.00 for the middle pipe run, and \$239,940.00 for the eastern pipe run, and the Shared Structures were calculated at One Hundred Twenty-One Thousand Six Hundred Eighty-Nine and No/100

Dollars (\$121,689.00), which is a total of \$51,792.00 for the western pipe run, \$24,999.00 for the middle pipe run, and \$44,898.00 for the eastern pipe run. OTOW agrees to accept reimbursement of Six Hundred Forty-Two Thousand One Hundred Fifty-Four and No/100 Dollars (\$642,154.00) for the County's portion of the construction costs of the Shared Stormwater Conveyance System and Sixty Thousand Eight Hundred Forty-Four and 50/100 Dollars (\$60,844.50), which is 50% of the total costs for the Shared Structures, for the County's portion of the Shared Structures. OTOW further agrees to accept the risk of any increases in costs and will not seek any additional reimbursement for construction of the Shared Stormwater Conveyance System or the Shared Structures. The Parties further agree to reevaluate the costs of the Shared Stormwater Conveyance System or the Shared Structures should OTOW use any pipe material other than RCP, and OTOW acknowledges that such a change in material would likely decrease the County's total reimbursement owed to OTOW.

(iii) **Payment for Total Stormwater Infrastructure Cost.** The County shall reimburse OTOW for the County's portion of the Northeast DRA Costs and the Northeast Stormwater Conveyance System Costs within sixty (60) days of receipt of OTOW's engineer of record certifying that the Drainage Improvements were constructed in accordance with the Design Plans.

7. **OTOW/CBD Costs.** The County agrees to reimburse OTOW/CBD for the costs OTOW and CBD have expended to assist the County in designing, engineering, planning, and drafting the work product in order to facilitate the County's successful implementation of the SW 38th Street 4-Laning Project, including the County's need for right-of-way, easements, public improvements, and other related matters ("**OTOW/CBD Costs**"). OTOW/CBD Costs shall include fees charged to OTOW by appraisers, engineers, planners, lawyers, surveyors and other similar consultants, but shall not include the Total Stormwater Infrastructure Costs. The County shall reimburse OTOW and CBD for the OTOW/CBD Costs within sixty (60) days of OTOW/CBD's request therefor.

8. **Temporary Construction Easement Agreement.** OTOW shall provide to the County a non-exclusive, temporary construction easement over portions of the OTOW Property that cannot be performed by the County within the dedicated right-of-way, but which shall be conducted contiguous to the right-of-way, in form substantially similar to **Exhibit "13"** attached hereto and made a part hereof ("**Temporary Construction Easement Agreement**"). Descriptions of the property to be encumbered by these easements have not yet been established. Within ten (10) days of the Parties agreeing to the legal description and sketch for the first Temporary Construction Easement Agreement, the Temporary Construction Easement Agreement shall be finalized with the agreed upon sketch and legal description, executed by the Parties, and recorded in the Public Records of Marion County by the County. The temporary construction easements shall terminate on the date that construction is completed.

9. **Miscellaneous.**

(a) **Counterparts.** This Second Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute but one and the same instrument.

(b) **Waiver of Jury Trial.** THE PARTIES JOINTLY AND SEVERALLY, HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, FIRST AMENDMENT, SECOND AMENDMENT, ANY AMENDMENT THERETO AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS, WHETHER VERBAL OR WRITTEN, OR ACTIONS OF EITHER PARTY.

(c) **Defined Terms.** Capitalized terms not defined herein shall have the meaning ascribed thereto in the Agreement.

(d) **Conflict.** In the event of a conflict between any provision contained in this Second Amendment and any provision contained in the Agreement, the terms contained in this Second Amendment shall control and govern the parties and their respective rights and duties.

(e) **Ratification.** Except as specifically amended by this Second Amendment, the Agreement shall remain unchanged and in full force and effect, and all other provisions of the Agreement are hereby restated, ratified and reaffirmed in their entirety.

INDEX OF EXHIBITS

- Exhibit “1” – SW 38th Street 4-Laning Project**
- Exhibit “2” – OTOW Property Sketch**
- Exhibit “3” – Surplus ROW Sketch and Description**
- Exhibit “4” – Surplus ROW Deed**
- Exhibit “5” – Additional ROW Sketches and Descriptions**
- Exhibit “6” – Additional ROW Deed**
- Exhibit “7” – Termination of Perpetual Drainage Easement**
- Exhibit “8” – Northeast Drainage Easement Agreement**
- Exhibit “9” – Stormwater Inlet and Pipe Easement Agreement**
- Exhibit “10” – Demolition of Existing DRA**
- Exhibit “11” – County’s Northeast Stormwater Conveyance System Design Plans**
- Exhibit “12” – Stormwater Conveyance System Construction Costs Responsibility**
- Exhibit “13” - Temporary Construction Easement Agreement**

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives on the day and year first above written.

ATTEST:

**BOARD OF COUNTY COMMISSION OF
MARION COUNTY, FLORIDA**

Gregory C. Harrell, Clerk

By: _____
Carl Zalak, III, Chairman

For Use of Marion County Only,
Approved as to Form



Matthew G. Minter
County Attorney

WITNESSES:

Sandra Malave
Print Name: Sandra Malave

Address of Witness 1:
8445 SW 80th Street
Ocala, FL 34481

Megan Brobst
Print Name: Megan Brobst

Address of Witness 2:
8445 SW 80th Street
Ocala, FL 34481

STATE OF Florida
COUNTY OF Marion

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19th day of May, 2026 by Kenneth D. Colen of COLEN BUILT DEVELOPMENT, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

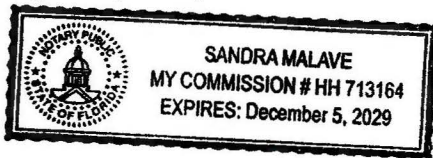
COLEN BUILT DEVELOPMENT, LLC,
a Florida limited liability company

Kenneth D. Colen
By: _____

Name: Kenneth D. Colen, President
Title: _____

Date: 05/19/2026

[Notary Seal]



Sandra Malave
Notary Public
Sandra Malave

Name printed _____

My Commission Expires: 12/05/29

WITNESSES:

Sandra Malave
Print Name: Sandra Malave

Address of Witness 1:
8445 SW 80th Street
Ocala, FL 34481

Megan Brobst
Print Name: Megan Brobst

Address of Witness 2:
8445 SW 80th Street
Ocala, FL 34481

STATE OF Florida
COUNTY OF Marion

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19th day of May, 2026 by Kenneth D. Colen of ON TOP OF THE WORLD COMMUNITIES, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

[Notary Seal]



ON TOP OF THE WORLD COMMUNITIES, LLC, a Florida limited liability company

By: *Kenneth D. Colen*
Name: Kenneth D. Colen, President
Title: _____

Date: 05/19/2026

Sandra Malave
Notary Public
Sandra Malave

Name printed _____

My Commission Expires: 12/05/29