

This Instrument Prepared by and Return To:
W. James Gooding III
Gooding, Batsel, Hartley & MacKay
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 notices published on the County's publicly accessible website pursuant to Section 20-3 of the County Code, on February 9, 2026, and _____, and by mailing a copy of the Notice of Intent to Owners, and to the persons and entities shown on the most recent Marion County Tax Roll to be

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.

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 18, 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. **Traffic Management.**

2.1. Definitions:

2.1.1. Traffic Management Plan - "Traffic Management Plan" means a written operational plan describing how traffic associated with events at the WEC will be managed before, during, and after such events. The Traffic Management Plan shall identify anticipated event attendance levels, expected traffic volumes, ingress and egress routing, parking operations, coordination with law enforcement and emergency services, staffing assignments for traffic control personnel, use of

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dynamic message boards or other traveler information systems, and contingency procedures for incidents, congestion, or roadway blockages. The Traffic Management Plan may incorporate one or more Traffic Control Plans necessary to implement specific traffic control operations on public roadways. The Traffic Management Plan shall be prepared in general accordance with a Traffic Demand Management study accepted by the County.

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2.1.2. Traffic Control Plan – “Traffic Control Plan” means a plan or set of drawings signed and sealed by a professional engineer licensed in the State of Florida depicting the temporary traffic control devices, roadway lane configurations, signage, barricades, cones, variable message boards, law enforcement traffic posts, and other traffic control measures required to safely manage traffic on public roadways during events. The Traffic Control Plan shall conform to the applicable provisions of the Manual on Uniform Traffic Control Devices (MUTCD) and applicable County standards.

2.1.2.2. Owner shall comply with the provisions of this paragraph 2 concerning traffic management for all events at the WEC that are likely to necessitate traffic management methods that involve private use of public right-of-way.

~~2.2.2.3.~~ No later than three months after the date this Amendment becomes effective under paragraph 6.2, Owner shall apply for a Right-of-Way Utilization Permit (“RUP”) pursuant to Section 2.22.1. of the County Land Development Code to the County Engineer. The application shall include a Traffic Management Plan and Traffic Control Plan, signed and sealed by a professional engineer licensed in the State of Florida, identifying the proposed traffic management strategies, temporary traffic control devices, personnel assignments, and operational procedures necessary to safely manage traffic associated with events requiring the use of public right-of-way.

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~~2.3.2.4.~~ The County Engineer shall review the application and, upon acceptance of it, the County Engineer shall issue a RUP with conditions that may include the following, as determined by County shall review the Application and, upon approval of it, the County Engineer shall issue a RUP with conditions that may include, as determined by County Engineer and Owner:

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~~2.3.1.2.4.1.~~ The incorporation of one or more of the traffic management measures recommended in the *World Equestrian Center Traffic Demand Management Study* (“Traffic Management Study”) dated October 18, 2025, as hereafter ~~accepted~~ approved by County Engineer, ~~and such other measures agreed to by County and Owner.~~

~~2.3.2.2.4.2.~~ The establishment of different levels of events based on the number and size of such events, and particularly the number of people or trips expected during a particular time period. The conditions shall establish the traffic management measures required by Owner for each level of event.

2.4.3. Contact information for an individual at the WEC with whom County Engineer or designee can communicate in the event of traffic problems during events.

~~2.3.3.2.4.4.~~ The Traffic Management Plan and Traffic Control Plan submitted with the RUP shall identify operational procedures, traffic control devices, law

enforcement coordination, and personnel required for implementation of traffic management during events, and shall be prepared in accordance with applicable standards, including the Manual on Uniform Traffic Control Devices (MUTCD), and shall be signed and sealed by a professional engineer licensed in the State of Florida.

~~2.4.2.5.~~ The RUP shall address traffic management measures and not additional traffic improvements.

~~2.5.2.6.~~ The RUP shall contain provisions for Concert Uses as set forth in paragraphs 3.3 through ~~1.13.5.~~

~~2.6.2.7.~~ Each RUP shall be for a duration of ~~at least~~ one (1) year, and ~~may shall~~ be renewed, or a new RUP obtained, for subsequent years. As part of each renewal, Owner shall submit an updated Traffic Management Plan and Traffic Control Plan, signed and sealed by an active professional engineer licensed in the State of Florida, reflecting anticipated event schedules, event levels, and any operational adjustments based on prior event experience. The County Engineer may require interim updates to the accepted plan if changes in event size, event frequency, or observed traffic operations warrant revisions.

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~~2.7.2.8.~~ If Owner and County Engineer are not able to agree upon the RUP conditions, Owner may request the County Commission to resolve the dispute.

~~2.8.2.9.~~ It is not necessary to amend this Agreement, including paragraph 3, to issue or renew RUPs.

3. **Concert Uses.**

3.1. 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.

3.2. The WEC may be utilized for Concert Uses pursuant to the provisions of this paragraph 3.

3.3. Concert Uses may be held pursuant to a RUP and subject to the conditions of the RUP.

3.4. The RUP for the initial year shall:

3.4.1. Limit the number of Concert Uses for all facilities on the WEC that they are permitted for Concert Use by the PUD approved for the WEC to ~~§24~~ per year; such limit shall ~~not~~ apply to the Grand Outdoor Arena and Plaza or ~~W~~World Equestrian Center Stadium, (as such locations are depicted on Sheet 09.01 of the approved PUD Plan), ~~and or~~ any indoor Concert Uses. ~~RUPs for subsequent years may increase the number of such Concert Uses permitted if approved by the County Administrator. After the initial year, RUPs for subsequent years may increase the number of such Concert Uses permitted based on operational experience and traffic conditions if accepted by the County Engineer and accepted by the County Administrator, however in no instance shall those concerts exceed 24 per year. For purposes of this paragraph, each individual day on which a Concert Use occurs shall count as one Concert Use, regardless of whether multiple performances involve the same artist, event promoter, or ticketed series.~~

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~~3.4.2.~~ Preclude more than two (2) Concert Uses taking place simultaneously, including the Grand Outdoor Arena and Plaza, the World Equestrian Center Stadium, and any indoor Concert Uses. RUPs for subsequent years may modify this provision based on operational experience and traffic conditions if accepted by the County Engineer and approved by the County Administrator. ~~RUPs for subsequent years may modify this provision if approved by the County Administrator.~~

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~~3.4.2.~~3.4.3. Concert Uses shall not be scheduled on more than two (2) consecutive days. Concert Uses scheduled for more than two (2) consecutive days shall require a special event permit pursuant to Article III of Chapter 10 of the County Code.

~~3.5.~~ Concert Uses in excess of the number or frequency permitted by an RUP shall require a special event permit pursuant to Article III of Chapter 10 of the County Code.

4. Further Amendment to Agreement.

- 4.1. Among other things, the Current Agreement concerns transportation concurrency and related matters.
- 4.2. In connection with the 2026 WEC Approvals, Owners submitted a *WEC Sports Complex Traffic Impact Analysis* (the "Traffic Study") prepared by Kittelson & Associates. County has approved the Traffic Study.
- 4.3. Within ~~eight~~ (86) 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.

5. **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)).

6. General Provisions.

- 6.1. 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:
 - 6.1.1. 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 6.1:
 - 6.1.1.1. 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.
- 6.1.1.2. 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.
- 6.1.2. Each such Communication shall be deemed delivered:
 - 6.1.2.1. On the date of delivery if by personal delivery with signed receipt thereof;
 - 6.1.2.2. On the date of email transmission if by email (subject to Second amendment Paragraph 6.1.5); and
 - 6.1.2.3. 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.
 - 6.1.2.4. 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.
- 6.1.3. 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 6.1.2.
- 6.1.4. 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.
- 6.1.5. Concerning Communications sent by email:
 - 6.1.5.1. 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;

- 6.1.5.2. 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;
- 6.1.5.3. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.
- 6.1.5.4. 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
- 6.1.5.5. 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.

6.2. Effective Date. This Second Amendment shall become effective upon the later of the following:

- 6.2.1. 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
- 6.2.2. The date that the 2026 WEC Approvals become effective under applicable law including, without limitation, Section 163.3184, Florida Statutes.

7. **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

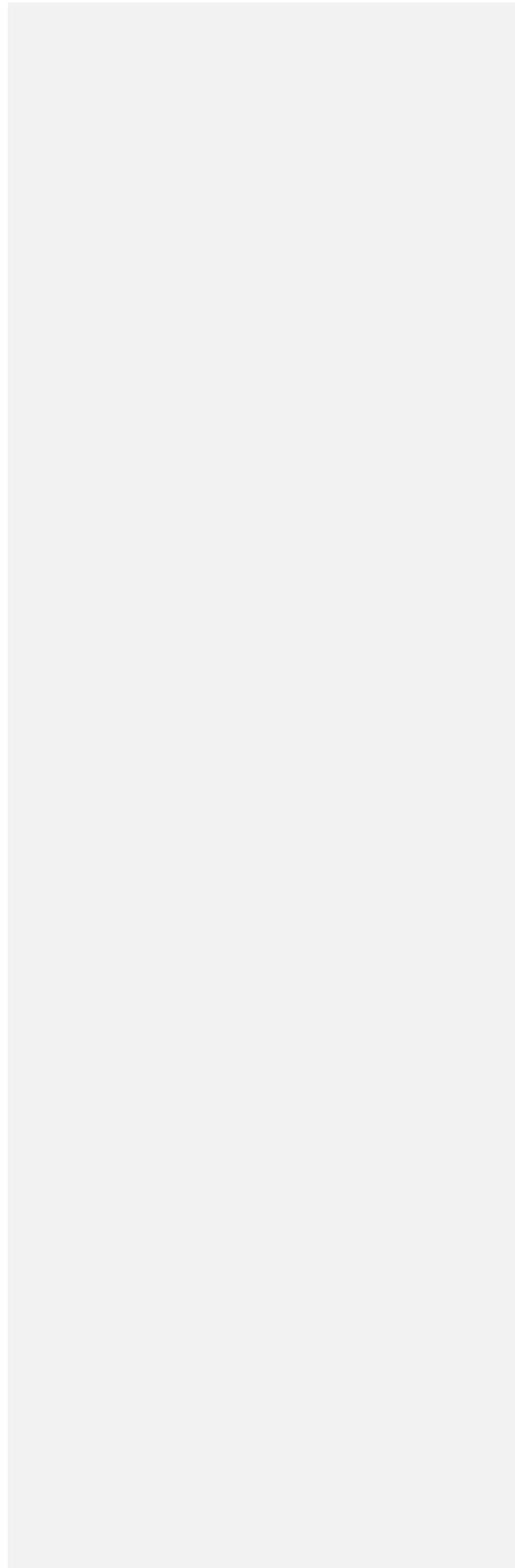
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____, 2026, by Carl Zalak, III, as Chairman of the Board of County Commissioners of Marion County, Florida, a political subdivision of the State of Florida, on behalf of the County.

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 _____

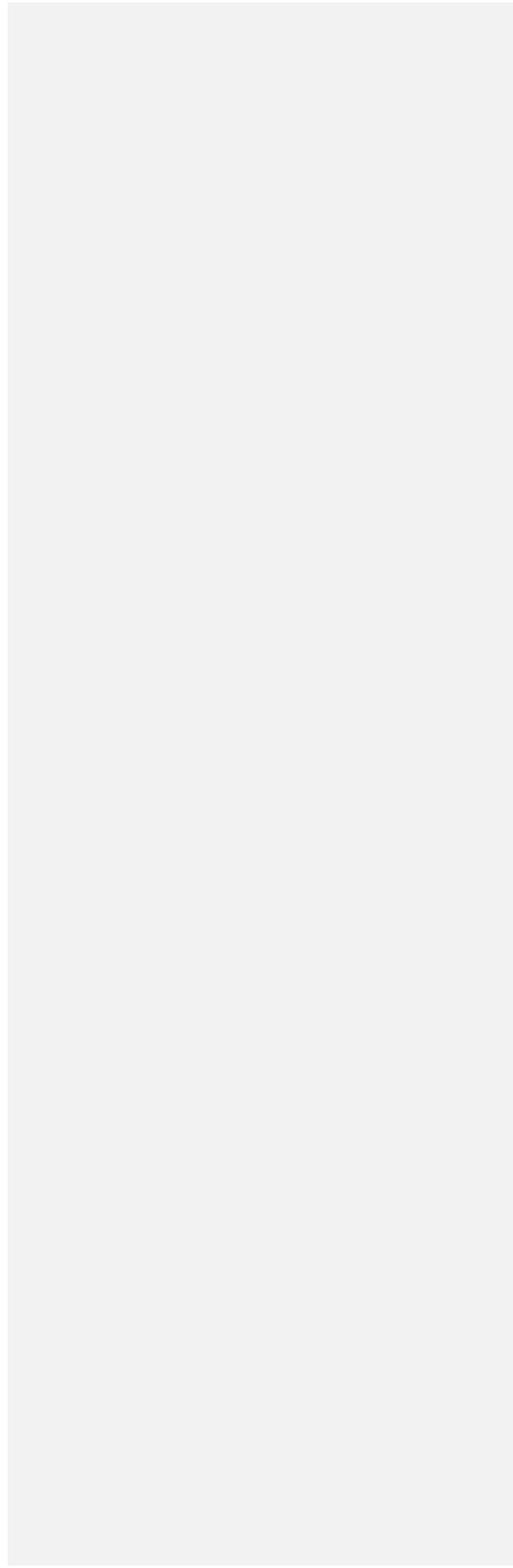
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____, 2026, by _____, as _____ of Equestrian Operations, L.L.C., an Ohio limited liability company, on behalf of the company.

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:

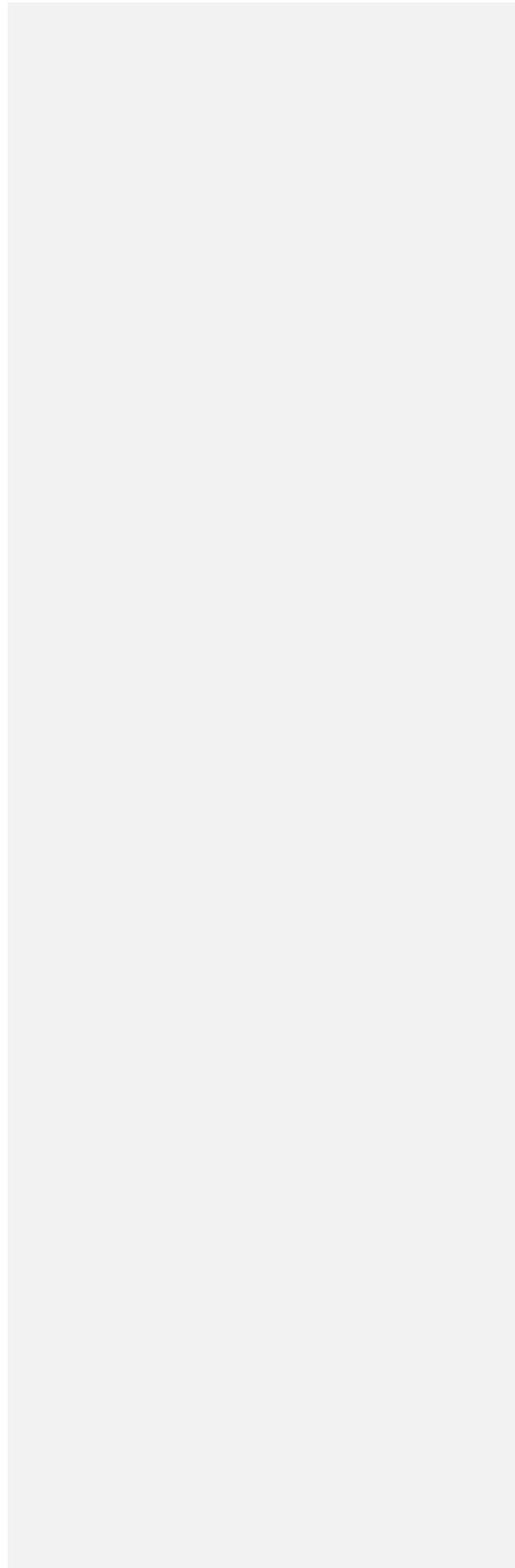
Commission Expires:

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 _____

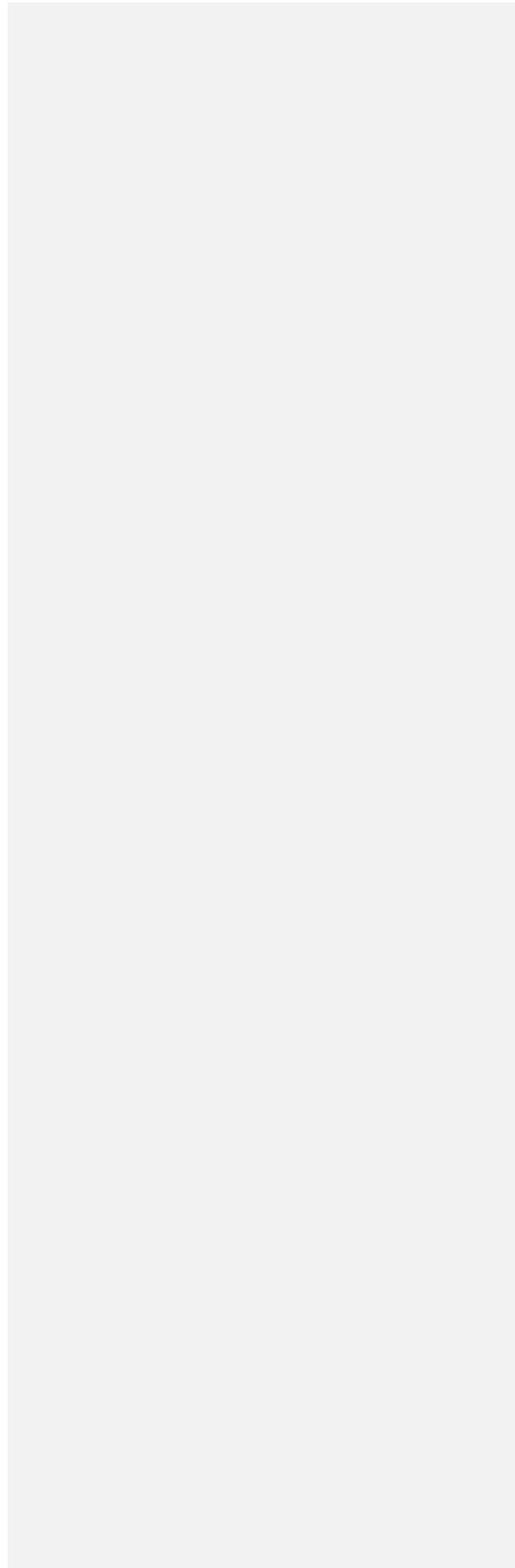
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____, 2026, by _____, as _____ of R.L.R. Investments, LLC, an Ohio limited liability company, on behalf of the company.

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: _____

