

**This Document Prepared By:**  
W. James Gooding III, Esquire  
Gooding & Batsel, PLLC  
1531 SE 36th Avenue  
Ocala, FL 34471

Record and Return to:

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**REINSTATEMENT OF, AND FIRST AMENDMENT TO, MARION COUNTY SUBDIVISION  
IMPROVEMENTS AGREEMENT WITH SURETY BOND**

**THIS REINSTATEMENT OF, AND FIRST AMENDMENT TO, MARION COUNTY  
SUBDIVISION IMPROVEMENTS AGREEMENT WITH SURETY BOND** is made and entered into  
on the date of execution by the last of the parties hereto:

- Marion County, a political subdivision of the State of Florida (“County”); and
- Armstrong Land, LLC, a Florida limited liability company (“Developer”).

**WHEREAS:**

- A. On or about June 20, 2023, County and Developer entered into a *Marion County Subdivision Improvement Agreement with Surety Bond* (the “Original Agreement”) which was recorded in OR Book 8108, Page 1282, Public Records of Marion County, Florida, concerning the Subdivision<sup>1</sup> known as Oak Hammock Preserve being developed by Developer. Developer posted the surety bond (the “Original Bond”) as required thereby.
- B. As set forth below, Developer has completed some of the Improvements required to be completed by the Original Agreement. Therefore, the County does not need a bond as high as the Original Bond to secure Developer’s obligation to construct the remaining Improvements.
- C. Further, as set forth below, County accidentally terminated the Original Agreement and cannot locate the Original Bond posted by Developer pursuant to the Original Agreement.
- D. County and Developer desire to reinstate the Original Agreement as if it had never been terminated and to reduce the amount of the bond required of Developer.

**IN CONSIDERATION** of the mutual covenants and conditions contained herein, and other good and valuable consideration acknowledged by both parties, the parties do hereby promise, agree, and covenant as follows:

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<sup>1</sup> All terms capitalized in this First Amendment and not otherwise defined have the same meaning herein as in the Original Agreement.

1. **Reinstatement of Original Agreement.**

- 1.1. Due to an error, on September 19, 2023, the County Commission voted to terminate the Original Agreement and to release the Original Bond to Developer.
- 1.2. County has been unable to locate the Original Bond. At the request of County, Developer thereafter provided County with a surety bond identical to the Original Bond (the "Replacement Original Bond").
- 1.3. The parties agree that the termination of the Original Agreement was made in error and that the Original Agreement should be effective.
- 1.4. To the extent necessary to undue the termination, County and Developer hereby reinstate the Original Agreement as if it had never been terminated, and acknowledge and agree that the Replacement Original Bond remains in effect.

2. **Reduction in Bond.**

- 2.1. As set forth in Whereas paragraph A above, pursuant to the Original Agreement, Developer provided to County the Original Bond in the amount of \$3,508,115.00, which was the amount of the *Engineer's Estimate of the Cost of Improvements* (the "Original Engineer's Estimate") attached to the Original Agreement. The Original Engineer's Estimate was, pursuant to Section 2.18.4 of the County LDR, 120% of the amount that the Engineer estimated that would be the cost to construct the Improvements.
- 2.2. Thereafter, Developer has constructed some of the Improvements and Developer has provided County with the Replacement Original Bond to replace the Original Bond that was misplaced.
- 2.3. Developer has provided to County another Engineer's Estimate of the Cost of Improvements (the "Second Engineer's Estimate"), a copy being attached hereto as **EXHIBIT A**. The Second Engineer's Estimate is, pursuant to Section 2.18.4 of the County LDR, 120% of the amount that the Engineer estimates is the cost to construct the Improvements that have not yet been completed by Developer.
- 2.4. Upon Developer providing to County a surety bond (the "New Bond") in the amount of the Second Engineer's Estimate, i.e. \$2,292,423.00, County shall return the Replacement Original Bond to Developer.
- 2.5. Thereafter, all references in the Original Agreement to the "surety bond" shall be deemed to refer to the New Bond.

3. **Effect of Amendment.** Except as expressly set forth herein, the Original Agreement is not amended or modified. All references in the Original Agreement to "this Agreement," or similar terms shall be deemed to refer to the Original Agreement as amended by this Amendment.

**THEREFORE**, the parties have hereunto set their hands and seals and executed this Amendment on the date set forth below.

**COUNTY**

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

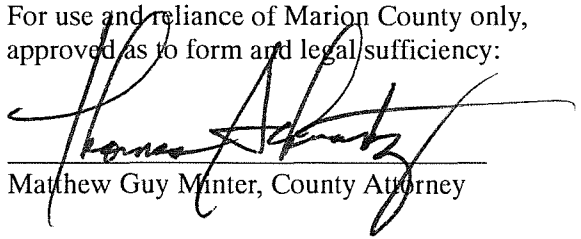
By: \_\_\_\_\_  
Michelle Stone as Chair

Date: \_\_\_\_\_

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

Armstrong Land, LLC, a Florida limited liability company

By: Lennar Homes, LLC, a Florida limited liability company, its Authorized Member

Rebecca Coffey  
Witness

Rebecca Coffey  
Print Witness Name

Michelle Collins  
Witness

Michelle Collins  
Print Witness Name

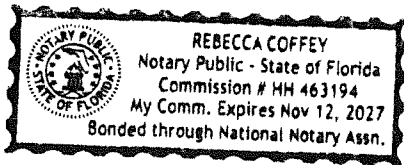
By: Nick Cecile as

Division President, MFL Lennar

Date: 6-26-24

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 26<sup>th</sup> day of JUNE, 2024, by Nick Cecile as Division President of Lennar Homes, LLC a Florida limited liability company, as Authorized Member of Armstrong Land, LLC, a Florida limited liability company, on behalf of such companies.



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

Commission Number: HH 463194  
Commission Expires: NOV. 12, 2027

Notary: Check one of the following:

- Personally known OR
- Produced Identification (if this box is checked, fill in blanks below).


Type of Identification Produced: \_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A  
SECOND ENGINEER'S ESTIMATE**

**See attached.**

<b>PROJECT</b> OAK HAMMOCK PRESERVE REMAINING ITEMS			Website: <a href="http://www.tillmaneng.com">www.tillmaneng.com</a>
ADDRESS	1720 SE 16TH AVE. BLDG. 100 OCALA, FLORIDA 34471		Email: <a href="mailto:permits@tillmaneng.com">permits@tillmaneng.com</a>
Submission	-		Contact: (352) 387-4540
Date of plans	-		
SITE PACKAGE	-		

SR #	DESCRIPTION	QTY.	UNIT	LABOR/EQUIP. COST	PERCENT COMP.	TOTAL COST REMAINING	REMAINING SUBTOTALS
<b>General Construction</b>							
1	MOBILIZATION	1	LS	\$ 81,535.00	100%	\$ -	
2	SURVEY & ASBUILTS	1	LS	\$ 87,250.50	100%	\$ -	
3	MAINTENANCE OF TRAFFIC - OFFSITE WATER	1	LS	\$ 9,775.00	100%	\$ -	
4	INLET PROTECTION	32	EA	\$ 191.65	100%	\$ -	
5	GRADING	197363	SY	\$ 0.67	100%	\$ -	
6	GRASSING - POND SLOPES AND BOTTOM	20950	SY	\$ 2.70	100%	\$ -	
7	GRASSING - GREEN AREAS/ROW	10291	SY	\$ 2.70	0%	\$ 27,811	
8	SEED AND MULCH - LOTS/GREEN AREAS	154113	SY	\$ 0.58	0%	\$ 89,386	
9	GEOTECHNICAL TESTING	1	LS	\$ 52,670.00	80%	\$ 10,534	
<b>Sub Total</b>							\$ 127,731
<b>Sewer</b>							
10	4' DIA. STANDARD MANHOLE 0/6'	3	EA	\$ 4,768.27	100%	\$ -	
11	4' DIA. STANDARD MANHOLE 6/8'	7	EA	\$ 5,517.09	100%	\$ -	
12	4' DIA. STANDARD MANHOLE LINED 6/8'	1	EA	\$ 12,264.16	100%	\$ -	
13	4' DIA. STANDARD MANHOLE 8/10'	5	EA	\$ 6,651.54	100%	\$ -	
14	4' DIA. STANDARD MANHOLE 10/12'	1	EA	\$ 7,259.30	100%	\$ -	
15	4' DIA. STANDARD MANHOLE 10/12' LINED	5	EA	\$ 14,697.45	100%	\$ -	
16	8" SDR26 PVC SEWER <10'	1990	LF	\$ 52.25	100%	\$ -	
17	8" SDR26 PVC SEWER >10'	685	LF	\$ 56.24	100%	\$ -	
18	SINGLE SEWER SERVICE	39	EA	\$ 996.55	100%	\$ -	
19	DOUBLE SEWER SERVICE	65	EA	\$ 1,284.33	100%	\$ -	
20	SANITARY TESTING	1	LS	\$ 10,766.88	100%	\$ -	
21	CONSTRUCT LIFT STATION 12/14' (COMPLETE)	1	LS	\$ 380,728.95	100%	\$ -	
<b>Sub Total</b>							\$ -
<b>Landscaping</b>							
22	Code Minimum Landscaping	1	LS	\$ 388,281.30	0%	\$ 388,281	
<b>Sub Total</b>							\$ 388,281
<b>Storm</b>							
23	TYPE C INLET <10'	8	EA	\$ 4,245.18	100%	\$ -	
24	Type V Inlet	16	EA	\$ 7,152.42	100%	\$ -	
25	Type V Inlet w/ J Bottom	7	EA	\$ 13,430.20	100%	\$ -	
26	Type H Inlet	1	EA	\$ 23,695.50	100%	\$ -	
27	Storm Manholes	2	EA	\$ 7,123.49	100%	\$ -	
28	18" HP PIPE	1120	LF	\$ 53.34	100%	\$ -	
29	24" HP PIPE	1240	LF	\$ 75.14	100%	\$ -	
30	30" HP PIPE	280	LF	\$ 108.29	100%	\$ -	
31	36" HP PIPE	1380	LF	\$ 119.30	100%	\$ -	
32	36" MITERED END SECTION	2	EA	\$ 3,354.70	100%	\$ -	
33	REMOVE and REPLACE SIDEWALK	120	SF	\$ 19.55	100%	\$ -	
34	STORM TESTING	1	LS	\$ 9,162.19	100%	\$ -	
<b>Sub Total</b>							\$ -
<b>Water</b>							
35	8" DR18 PVC	3420	LF	\$ 42.63	100%	\$ -	
36	12" DR18 PVC - Off Site Water	1680	LF	\$ 74.60	100%	\$ -	
37	8" GATE VALVE & BOX	10	EA	\$ 3,206.04	100%	\$ -	
38	12" GATE VALVE & BOX - Off Site Water	3	EA	\$ 5,421.45	100%	\$ -	
39	2" BLOW OFF ASSEMBLY	3	EA	\$ 1,357.73	100%	\$ -	
40	FIRE HYDRANT ASSEMBLY	7	EA	\$ 7,096.97	100%	\$ -	
41	SHORT SINGLE WATER MAIN SERVICE	10	EA	\$ 846.37	100%	\$ -	
42	SHORT DOUBLE WATER MAIN SERVICE	51	EA	\$ 1,580.46	100%	\$ -	
43	LONG SINGLE WATER MAIN SERVICE	4	EA	\$ 1,385.12	100%	\$ -	
44	LONG DOUBLE WATER MAIN SERVICE	30	EA	\$ 2,411.48	100%	\$ -	
45	MISC. WATER MAIN FITTINGS	1	LS	\$ 29,781.61	100%	\$ -	
46	Open Cut and Repairs - Off Site Water	6	EA	\$ 4,025.00	100%	\$ -	

PROJECT		OAK HAMMOCK PRESERVE REMAINING ITEMS					
ADDRESS	1720 SE 16TH AVE. BLDG. 100 OCALA, FLORIDA 34471				Website:	www.tillmaneng.com	
Submission	-				Email:	permits@tillmaneng.com	
Date of plans	-				Contact:	(352) 387-4540	
SITE PACKAGE	-						
SR #	DESCRIPTION	QTY.	UNIT	LABOR/EQUIP. COST	PERCENT COMP.	TOTAL COST REMAINING	REMAINING SUBTOTALS
47	Clearing and Demo - Off Site Water	1	LS	\$ 12,650.00	100%	\$ -	
48	Air Release Valve - Off Site Water - Not shown but needed	1	EA	\$ 7,046.63	100%	\$ -	
49	Grading and Sodding - Off Site Water	3450	SY	\$ 4.03	100%	\$ -	
50	WATER MAIN TESTING	1	LS	\$ 11,431.00	100%	\$ -	
<b>Sub Total</b>							\$ -
<b>Force Main</b>							
51	4" DR18 PVC FORCE MAIN	1760	LF	\$ 17.44	100%	\$ -	
52	4" PLUG VALVE & BOX	2	EA	\$ 2,174.02	100%	\$ -	
53	4" AIR RELEASE VALVE	1	EA	\$ 9,755.01	100%	\$ -	
54	MISC. FORCE MAIN FITTINGS	1	LS	\$ 11,246.13	100%	\$ -	
55	FORCE MAIN TESTING	1	LS	\$ 6,284.52	100%	\$ -	
<b>Sub Total</b>							\$ -
<b>Sitework/Paving &amp; Misc.</b>							
56	1" TYPE SP-9.5 ASPHALT (1 LIFT)	7560	SY	\$ 15.53	0%	\$ 117,369	
57	8" LIMEROCK BASE	7560	SY	\$ 14.14	100%	\$ -	
58	12" STABILIZED SUBGRADE LBR 40	9300	SY	\$ 7.25	100%	\$ -	
59	Type B Curb	6750	LF	\$ 19.67	100%	\$ -	
60	Type F Curb - @ Entrances	286	LF	\$ 26.50	100%	\$ -	
61	4" THICK CONCRETE SIDEWALK per marked up drawing	1165	SY	\$ 54.52	0%	\$ 63,516	
62	Handicap Ramps	8	EA	\$ 747.50	0%	\$ 5,980	
63	STRIPING & SIGNAGE	1	LS	\$ 7,475.00	0%	\$ 7,475	
<b>Sub Total</b>							\$ 194,340
<b>Amenity Pool, Deck and Structure</b>							
56	Amenity Pool, Deck and Structure including Site Work	1	LS	\$ 1,200,000.00	0%	\$ 1,200,000	
<b>Sub Total</b>							\$ 1,200,000
<b>TOTAL</b>						\$ 1,910,353	\$ 1,910,353
<b>O&amp;P</b>					20.00%	\$ 382,071	
<b>SITE PACKAGE</b>						\$ 2,292,423	
Exclusions: Permits, Rock Removal, Remove and Replace Unsuitables, Traffic Control, Fencing, Electrical Conduit, Telephone, Cable.							