

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

Rec: \$ _____

**AMENDMENT TO ASSIGNMENT, TO ACKNOWLEDGEMENT OF ASSIGNEE, AND TO
ACKNOWLEDGEMENT OF MARION COUNTY**

THIS AMENDMENT TO ASSIGNMENT, TO ACKNOWLEDGEMENT OF ASSIGNEE, AND
TO ACKNOWLEDGEMENT OF MARION COUNTY (“Amendment”) is executed by and between:

- Marion County, a political subdivision of the State of Florida (“County”);
- Freedom Commons Development, LLC, a Delaware limited liability company (“Freedom Commons”); and
- Ocala Crossings South, LLC, a Florida limited liability company (“Crossings South”).

WHEREAS:

- A. On or about March 11, 2015, an *Assignment; Acknowledgement of Assignee; and Acknowledgement of Marion County* (the “Original Assignment”) was entered into by the following parties: (a) Bradford 159 P2, LLC, a Florida limited liability company (“Bradford 159”) and Bradford Executive Holdings, LLC, a Florida limited liability company (“Bradford Executive”) (collectively “Bradford”); (b) James H. Sweeny, III, Trustee, not individually but solely as Trustee under the 603 Acre Land Use Trust u/t/a dated March 4, 2004 (“Sweeny”); and (c) County. The Original Assignment was recorded in OR Book 6193, Page 472.¹
- B. Pursuant to the Original Assignment:
- 1). Bradford intended to assign, to Sweeny, certain reserved capacities of potable water and wastewater utility services arising under a Developer’s Agreement (the “South PUD Developer’s Agreement”) between Bradford and County.
 - 2). Sweeny was permitted to utilize the assigned reserve capacities pursuant to another Developer’s Agreement (the “North PUD Developer’s Agreement”) between County and Sweeny.
- C. Due to scrivener’s errors, the recording information for the North PUD Developer’s Agreement and the South PUD Developer’s Agreement were backwards such that the recording information for the North PUD Developer’s Agreement set forth in the Original Assignment was, in fact, the recording information for the South PUD Developer’s Agreement, and the recording information for the South PUD Developer’s Agreement was, in fact, the recording information for the North PUD Developer’s Agreement. For example, the second paragraph of the first page of the Original Assignment (which contained a description of the contractual rights being assigned by Bradford to Sweeny) stated that the Developer’s Agreement that contained the assigned rights was recorded in

¹ All recording references refer to the Public Records of Marion County, Florida.

OR Book 6144, page 249. As set forth in paragraph 1 below, however, that is where the North PUD Agreement was recorded, Bradford was not a party to such agreement and such agreement did not contain the contractual rights described in the Original Assignment.

- D. Freedom Commons is the successor in title to Sweeny under the North PUD Developer's Agreement and Crossings South is the successor in title to Bradford under the South PUD Developer's Agreement.
- E. Further, subsequent to the recording of the Original Assignment, the North PUD Developer's Agreement and the South PUD Developer's Agreement (collectively, the "Developer's Agreements") were amended.
- F. County, Freedom Commons and Crossings South desire to amend the Original Assignment to correct the scrivener's errors and update the recording information of the Developer's Agreements to include the amendments .

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

- 1. **Developer's Agreements.** The correct information concerning the Developer's Agreements is as follows:
 - 1.1. On December 16, 2014, the County entered into a *Developer's Agreement [Ocala Crossings North PUD]* (the "Original North PUD Agreement") with Sweeny, as recorded in OR Book 6144, Page 249. Thereafter, the Original North PUD Agreement was amended pursuant to a *Modification of Developer's Agreement [Ocala Crossing South PUD] And Modification of Developer's Agreement [Ocala Crossing North PUD]* (the "First Modification") as recorded in OR Book 6813, Page 681. The Original North Agreement, as amended by the First Modification, is hereinafter referred to as the "Current North PUD Agreement."
 - 1.2. On December 16, 2014, the County entered into a *Developer's Agreement [Ocala Crossings South PUD]* (the "Original South Agreement") with Bradford, as recorded in OR Book 6144, Page 300. The Original South PUD Agreement concerns the real property described therein (the "South PUD Property"). Thereafter, the Original South PUD Agreement was amended as follows:
 - 1.2.1. The First Modification (as defined in paragraph 1.1); and
 - 1.2.2. A *Second Modification of Developer's Agreement [Ocala Crossings South PUD]* (the "Second Modification") as recorded in OR Book 6931, Page 1835. The Original South PUD Agreement, as amended by the First Modification and Second Modification, is referred to as the "Current South PUD Agreement."
- 2. **Amendments to Recording Information.** The Original Assignment is hereby amended as follows:
 - 2.1. The second paragraph of the first page of the Original Assignment (which paragraph contains a description of the contractual rights assigned by Bradford to Sweeny under the Original Assignment and refers to a Developer's Agreement recorded in OR Book 6144,

Page 249), is amended to provide that the Developer's Agreement referred to therein is the Current South PUD Agreement, with recording information as set forth in paragraph 1.2.

- 2.2. The first and second paragraphs on the second page of the Original Assignment (which refer to a Developer's Agreement recorded in OR Book 6144, Page 300), are amended to provide that the Developer's Agreement referred to therein is the Current North PUD Agreement, with recording information as set forth in paragraph 1.1.
3. **Effect on Original Assignment.** Except as expressly set forth herein, the Original Assignment is not amended or modified. All references herein or in the Original Assignment to "this Assignment," "the Assignment," or similar terms shall be deemed to refer to the Original Assignment as amended hereby.

THEREFORE, the parties have executed this Amendment effective the date of execution by the last of the parties hereto.

COUNTY

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

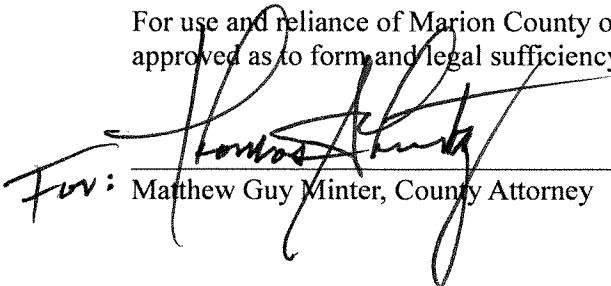
By: _____
Michelle Stone as Chair

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

CROSSINGS SOUTH

OCALA CROSSINGS SOUTH, LLC, a Florida limited liability company

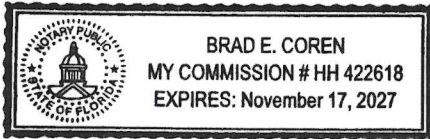
By: Executive Real Estate Holdings LLC, a Florida limited liability company, its sole Manager

By: [Signature]
Steven P. Fischer as Manager

Date: 6/27/24

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this June 28, 2024, by Steven P. Fischer, as Manager of Executive Real Estate Holdings LLC, a Florida limited liability company, as Manager of Ocala Crossings South, LLC, a Florida limited liability company, on behalf of such companies.



[Signature]
Notary Public, State of Florida
Name: Brad E Coren
(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 blanks below).

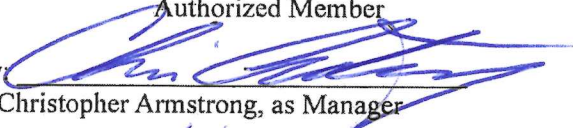
Type of Identification Produced: _____

FREEDOM COMMONS

FREEDOM COMMONS DEVELOPMENT, LLC,
a Delaware limited liability company

By: Armstrong Brothers Development
Group, LLC, a Delaware limited liability
company, its sole Member

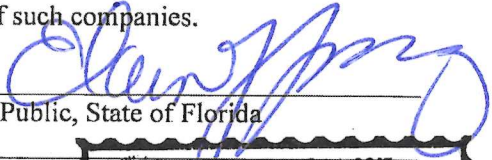
By: Casa Holdings, LLC, a Florida
limited liability company, as
Authorized Member

By: 
F. Christopher Armstrong, as Manager

Date: 7/1/24

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 1 day of July, 2024, by F. Christopher Armstrong, as Manager of Casa Holdings, LLC, a Florida limited liability company, as Authorized Member of Armstrong Brothers Development Group, LLC, a Delaware limited liability company, as sole Member of Freedom Commons Development, a Delaware limited liability company, on behalf of such companies.


Notary Public, State of Florida
Name: _____

(Please Print or Type) ELAINE J JAROSZ
Notary Public - State of Florida
Commission # HH 245228
My Comm. Expires Mar 27, 2026
Commission Expires: Bonded through National Notary Assn.

Notary: Check one of the following:
 Personally known OR
 Produced Identification (if this box is checked, fill in blanks below).
Type of Identification Produced: _____