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Gooding & Batsel, PLLC  
1531 SE 36th Avenue  
Ocala, FL 34471

Rec: \$27.00

## FIRST AMENDMENT TO IMPROVEMENT AGREEMENT WITH BOND

THIS FIRST AMENDMENT TO IMPROVEMENT AGREEMENT WITH BOND is made and entered into on the date of execution by the last of the parties hereto:

- o Marion County, a political subdivision of the State of Florida ("County"); and
- o Freedom Commons Development, LLC, a Delaware limited liability company

("Developer"). WHEREAS:

- A. On or about October 3, 2023, County and Developer entered into an Improvement Agreement with Bond (the "Original Agreement") which was recorded in OR Book 8172, Page 169, Public Records of Marion County, Florida, concerning the Parent Tract<sup>1</sup> owned by Developer.
- B. Pursuant to the Agreement, Developer agreed to design, permit and construct, at its sole cost and expense, the Partial SW 85<sup>th</sup> Street Improvements.
- c. Paragraph 2.3 of the Original Agreement contained a deadline for Developer to construct the Partial SW 85<sup>th</sup> Street Improvements.
- D. Therefore, County and Developer desire to amend the deadline for Developer to construct the Partial SW 85<sup>th</sup> Street Improvements.

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:

1. Deadline for Partial SW 85<sup>th</sup> Street Improvements.
  - 1.1. Paragraph 2.3 of the Original Agreement is amended to read as follows (deletions from the Original Agreement are and new language is underlined):

<p>2.3. Developer shall complete construction of all of the Partial SW 85<sup>th</sup> Street Improvements (both West Leg Improvements and East Leg Improvements) <u>within 12 months after the Effective Date of this Amendment.</u></p>
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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.

2. 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.

2. **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*  
\_\_\_\_\_  
Matthew Guy Minter, County Attorney

Freedom Commons Development, LLC, a Delaware limited liability company  
By: Armstrong Brothers Development Group, LLC, a Delaware limited liability company, its sole Member and Manager  
By: Casa Holdings, LLC, a Florida limited liability company as Authorized Member

[Signature]  
Witness

Alec Morris  
Print Witness Name

By: [Signature]  
F. Christopher Armstrong, as Manager

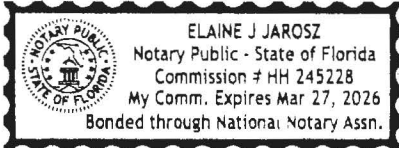
Date: 7/30/24

[Signature]  
Witness

Scott Armstrong  
Print Witness Name

STATE OF FLORIDA  
COUNTY OF NARUN

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 30 day of July, 2024, by F. Christopher Armstrong, as Manager of Casa Holdings, LLC, a Florida limited liability company, as Manager of Armstrong Brothers Development Group, LLC, a Delaware limited liability company, as Manager of Freedom Commons Development, a Delaware limited liability company, on behalf of such companies.



[Signature]  
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 blanks below).  
Type of Identification Produced: NI9