| (MARION | COUNTY) | |
|---------|---------|--|
| RECORD | \$ | |

PREPARED BY AND RETURN TO:
Tim D. Haines
GRAY, ACKERMAN & HAINES, P.A.
211 NW Third Street
Ocala, FL 34475

------- SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA ----------------------

FIRST AMENDMENT TO AMENDED AND RESTATED ACCESS MANAGEMENT AND DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO AMENDED AND RESTATED ACCESS MANAGEMENT AND DEVELOPMENT AGREEMENT is made and entered into effective this ____ day of ______, 2025, by and between:

- The following (each an "Owner" and collectively the "Owners")
 - STEPHEN GREENE AND NOEL NATION, AS SUCCESSOR CO-TRUSTEES OF THE 358 ACRE LAND TRUST DATED FEBRUARY 4, 2004, ("Sweeny");
 - TODD B. RUDNIANYN, INDIVIDUALLY AND AS TRUSTEE FOR THE SWEENY
 SWEENY 3N, SWEENY 3S, SWEENY 4 LAND TRUST AGREEMENT DATED JUNE 1, 2007 ("Rudnianyn");
 - FREEDOM CROSSINGS LLC, A FLORIDA LIMITED LIABILITY COMPANY ("Freedom Crossings");
 - FREEDOM CROSSINGS LAND, LLC, A FLORIDA LIMITED LIABILITY COMPANY ("Freedom Crossings Land");

and

• MARION COUNTY, FLORIDA, A POLITICAL SUBDIVSION OF THE STATE OF FLORIDA ("County").

RECITALS:

- A. Sweeny, Rudnianyn, Freedom Crossings and County have previously entered into that certain Amended and Restated Access Management and Development Agreement dated November 3, 2020, and recorded in OR Book 7309, Pages 347-384, Public Records of Marion County, Florida (the "Existing Agreement").
- B. Sweeny, Rudnianyn and Freedom Crossings Land now own the Commercial Tracts, as that term is defined in the Existing Agreement, and Freedom Crossings owned the Residential Tract, as that term is defined in the Existing Agreement.

- C. Section 9 of the Existing Agreement provided for, among other things, preparation by a Tract Owner and presentation to the County of a traffic impact analysis ("TIA"), the provision by a Tract Owner of an Updated Impact Traffic Analysis, the withholding by County of development approvals until such analyses are completed, and the obligations of each Owner with regard to transportation facility improvements required to be constructed to satisfy traffic concurrency requirements.
- D. Sweeny, Rudnianyn, and Freedom Crossings Land have requested approval of, and recording of, a Plat of the Commercial Tracts in advance of compliance with Sections 9.1 and 9.2 of the Existing Agreement or any determination as to the requirement for construction of transportation facility improvements as contemplated by Section 9.3 of the Existing Agreement and County consents to the recording of such Plat conditioned upon the terms, conditions, restrictions and limitations set forth hereinafter.

NOW, THEREFORE, with the intention they be legally bound, and other good and valuable consideration, the Parties agree as follows:

- 1. <u>INCORPORATION OF RECITALS; DEFINITIONS</u>. The Parties confirm and agree that the above recitals are true and correct and incorporate their terms and provisions herein for all purposes. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Existing Agreement.
- 2. **PLATTING.** By execution hereof the Parties acknowledge that the Commercial Tracts are the subject of that certain Plat of Freedom Crossings Commercial Phase 1, as per plat thereof recorded in Plat Book _____, Pages ____ through ____, inclusive, Public Records of Marion County, Florida (the "*Plat*"). All of the property described in the Plat shall be subject to the Existing Agreement, as modified and amended herein.
- 3. <u>AMENDMENT OF SECTION 9. TRAFFIC FACILITIES CONCURRENCY</u>. Section 9, Traffic Facilities Concurrency of the Existing Agreement is hereby amended to include a new Subsection 9.4 which shall read as follows:
 - 9.4. <u>Limited Waiver</u>, County has permitted the recording of the Plat contingent upon completion by the Owners of the Commercial Tracts of a TIA meeting the requirements of the foregoing Subsection 9.1. By execution hereof the undersigned Owners of the Commercial Tracts acknowledge their continuing obligation to complete the TIA and to provide for the construction of any transportation facility improvements required to satisfy traffic concurrency requirements as identified in such TIA, all in accordance with the foregoing Subsections 9.1 9.3 inclusive. (the "Continuing Obligations"). Absent modification of this Agreement by County in writing, Owners of the Commercial Tracts may obtain, in aggregate, site plan approvals, building permits, or certificates of occupancy for no more than two (2) of the Lots depicted on the Plat unless and until the Continuing Obligations have been satisfied.

| REAFFIRMATION . Except as herein of the Existing Agreement are hereby respectively. | modified all of the terms, covenants and conditions eaffirmed and ratified. |
|--|---|
| Signed and delivered in our presence as witnesses: Witness #1: | COUNTY: BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA |
| | MARKON COCKTI, I BONDA |
| Signature | By: |
| Print Witness #1 Name Address: | By:KATHY BRYANT, CHAIRMAN |
| Witness #2 | |
| Signature | |
| Print Witness #2 Name Address: | |
| ATTEST: | |
| Gregory C. Harrell, Clerk | |
| Approved as to form and legality: Hull be Matthew Guy Minter, County Attorney | |
| STATE OF FLORIDA COUNTY OF MARION | |
| | before me by means of \Box physical presence or \Box online of County Commissioners of Marion County, who is: |
| Personally known by me, OR Produced a driver's license as identifica | tion. |
| Dated: this day of | , 2025. |
| | Notary Signature Print Name: Notary Public, State of Florida Commission Number: Commission Expires: |

4.

| Julie M. Bowman TRI | PHEN GREENE, AS SUCCESSOR CO- USTEE OF THE 358 ACRE LAND TRUST TED FEBRUARY 4, 2004 |
|---|---|
| Witness #2 Benjamin 5. Myl Signature Blandin 5. Nyl Print Witness #2 Name Address: HO Union Hill Dr. Ste 100 Birminghon, AL 35209 | |
| STATE OF Alabama COUNTY OF Jefferson | |
| The foregoing instrument was acknowledged before notarization, by STEPHEN GREENE, AS SUCCESSOR ODATED FEBRUARY 4, 2004, who is: Personally known by me, OR Produced a driver's license as identification. Dated: this 291 day of August , 2025. | Chinission Et C. |

SWEENEY:

Signed and delivered in our presence as witnesses:

| Signed and delivered in our presence as witnesses: | SWEENEY: |
|--|--|
| Witness #1: Signature MANUEL A. ALVES HOLLIEC, Print Witness #1 Name Address: 360 W 41 ST MIANI BEACH FL 33140 | NOEL NATION, AS SUCCESSOR CO-TRUSTEE OF THE 358 ACRE LAND TRUST DATED FEBRUARY 4, 2004 |
| Signature Signature Wicson Doldan Print Witness #2 Name Address: 3Co w 41 ST LUANI BEACH FL 33140 STATE OF FLORIDA | |
| The foregoing instrument was acknowledged | before me by means of Xphysical presence or - online R CO-TRUSTEE OF THE 358 ACRE LAND TRUST |
| Personally known by me, OR Produced a driver's license as identificat | ion. |
| Dated: this 2 ^m day of Sep7, | 2025. |
| MANUEL R. ALVES HOLLWEG Notary Public, State of Florida Commission# HH 438732 My comm. expires August 28, 2027 | Notary Signature Print Name: MANUEL B. ALVES HOLLINES Notary Public, State of FLORIDA Commission Number: 1+ H 438732 Commission Expires: D8 [28] 27 |

| Signature Witness #1: Signature Susan of Gran Print Witness #1 Name Address: 211 NW 3rd St OCACA. F1 344175 Witness #2 Signature Print Witness #2 Name Address: 21 Name | TODD B. RUDNIANYN, INDIVIDUALLY AND AS TRUSTEE OF THE SWEENY2, SWEENY 3N, SWEENY 3S, SWEENY 4 LAND TRUST AGREEMENT DATED JUNE 1, 2007. |
|---|--|
| | before me by means of physical presence or □ online IDUALLY AND AS TRUSTEE OF THE SWEENY2, UST AGREEMENT DATED JUNE 1, 2007, who is: |
| Personally known by me, OR Produced a driver's license as identificate | tion. |
| Dated: this 5th day of September, | 2025. |
| BEVERLY J. HERNANDEZ Notary Public State of Florida Comm# HH498418 Expires 6/22/2028 | Notary Signature Print Name: Notary Public, State of FLORIDA Commission Number: Commission Expires: |

| Signed and delivered in our presence as witnesses: Witness #1: Signature Print Witness #1 Name Address: Address: OCOIC, FU S4476 | FREEDOM CROSSINGS: FREEDOM CROSSINGS LLC, A FLORIDA LIMITED LIABILITY COMPANY By: CHRIS ARMSTRONG Its: MANAGER |
|--|---|
| Witness #2 Signature Fluids Jacst Print Witness #2 Name Address: 90356175 #17 | |
| | before me by means of physical presence or online ER OF FREEDOM CROSSINGS LLC, A FLORIDA |
| Personally known by me, OR Produced a driver's license as identificat | |
| Dated: this day of, | 2025. ElimeMars |
| ELAINE J JAROSZ Notary Public - State of Florida Commission # HH 245228 My Comm. Expires Mar 27, 2026 Bonded through National Notary Assn. | Notary Signature Print Name: Notary Public, State of FLORIDA Commission Number: Commission Expires: |

| Signed and delivered in our presence as witnesses: Witness #1: Signature Signature Print Witness #1 Name Address: 2-11 NW 3rd St OCALA + F1 34475 | FREEDOM CROSSINGS LAND: FREEDOM CROSSINGS LAND, LLC, A FLORIDA LIMITED LIABILITY COMPANY By: TODD B. RUDNIANYN Its: MANAGER |
|---|--|
| Witness #2 Signature Bevery Hernandez Print Witness #2 Name Address: All NW 384 St Ocala, FL 34475 STATE OF FLORIDA | |
| COUNTY OF MARION | |
| | tion. |
| BEVERLY J. HERNANDEZ Notary Public State of Florida Comm# HH498418 Expires 6/22/2028 | Notary Signature Print Name: Notary Public, State of FLORIDA Commission Number: Commission Expires: |