

This Instrument Prepared by and Record and Return to:
W. James Gooding III
Gooding, Batsel, Hartley & MacKay
1531 SE 36th Avenue
Ocala, FL 34471

Recording: \$ _____

**AMENDMENT TO
DEVELOPER'S AGREEMENT [OCALA CROSSINGS NORTH PUD], AND TO DEVELOPER'S
AGREEMENT [OCALA CROSSINGS SOUTH PUD]**

THIS AMENDMENT TO DEVELOPER'S AGREEMENT [OCALA CROSSINGS NORTH PUD], AND TO DEVELOPER'S AGREEMENT [OCALA CROSSINGS SOUTH PUD] ("Amendment") is effective _____, 2026 (the "Effective Date"), and is executed by and between:

- Marion County, a political subdivision of the State of Florida ("County");
- The following (each a "Private Party," and collectively the "Private Parties"):
 - 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 December 16, 2014, the County entered into a *Developer's Agreement [Ocala Crossings North PUD]* (the "Original North Agreement") with Freedom Commons' predecessor in title ("Original North PUD Property Owner"), as recorded in OR Book 6144, Page 249.¹ The Original North Agreement concerned the real property described therein (the "North PUD Property"). Thereafter, the Original North 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 Agreement."
- B. On December 16, 2014, the County entered into a *Developer's Agreement [Ocala Crossings South PUD]* (the "Original South Agreement") with Crossing South's predecessor in title ("Original South PUD Property Owner"), as recorded in OR Book 6144, Page 300. The Original South Agreement concerned the real property described therein (the "South PUD Property"). Thereafter, the Original South Agreement was amended as follows:
- 1). The First Modification (as defined in Whereas paragraph A); and
 - 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 Agreement, as amended by the First Modification and Second Modification, is referred to as the "Current South Agreement."

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

- C. Freedom Commons is the successor in title to, and has the rights and obligations of, the Original North PUD Property Owner under the Current North Agreement.
- D. Crossings South is the successor in title to, and has the rights and obligations of, the Original South PUD Property Owner under the Current South Agreement.
- E. The Current North Agreement and the Current South Agreement (collectively the “Current Agreements”) contain provisions concerning SW 85th Street (referred to in the Current Agreements and herein as “85th Street”) and SW 90th Street (referred to in the Current Agreement and herein as “90th Street”).
- F. The Current South Agreement contains a scrivener’s error concerning Crossing South’s obligation to convey right of way for, and to construct, 85th Street.
- G. The design of the North PUD Property has been revised such that the provisions of the Current North Agreement should be amended concerning 85th Street.
- H. Further, the Private Parties and County have determined that there is currently insufficient right of way to permit the Private Parties to construct 90th Street contiguous to portions of the North PUD Property and South PUD Property.
- I. County and Freedom Commons desire to amend the Current North Agreement as set forth herein.
- J. County and Crossings South desire to amend the Current South Agreement as set forth herein.

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:

**PART A
DEFINITIONS**

1. Definitions.

- 1.1. *90th Street Improvements* – The improvements to 90th Street as described in Section 5.3 of the Original North Agreement and Section 5.4 of the Original South Agreement including the design, permitting and construction of 90th Street from SW 49th Avenue Road to SW 40th Avenue the eastern boundary of the southern-most portion of the North PUD Property and consisting of the following:
 - 1.1.1. The Completed 90th Street Improvements; and
 - 1.1.2. The Remaining 90th Street Improvements.
- 1.2. *Additional ROW* – The ROW to be conveyed by each Private Party to County as set forth in paragraph 13.
- 1.3. *Completed 90th Street Improvements* – The portion of the 90th Street Improvements between SW 49th Avenue Road and SW 45th Terrace that have been completed by Crossings South as set forth in paragraph 10.2.

- 1.4. *Construct* (regardless of whether the terms are capitalized) – When used in the context of Eligible Improvements: (a) the design, permitting and construction of the Eligible Improvements; and (b) conveyance to County of the ROW for the Eligible Improvements.
- 1.5. *Constructing Party* – A Private Party that has constructed or hereafter constructs Eligible Improvements as further defined in paragraph 15.1.
- 1.6. *Contractor* – One or more contractors constructing the Eligible Improvements on behalf of the Constructing Party.
- 1.7. *County* – Marion County, a political subdivision of the State of Florida.
- 1.8. *County CMS* – County’s Concurrency Management System codified at Division 8 of Article 1 of the County LDR.
- 1.9. *County Code* – The “Marion County Code” as defined in Section 1-1 of the County Code, as the same may be subsequently amended, modified, or supplemented.
- 1.10. *County Commission* – The Board of County Commissioners of Marion County, Florida.
- 1.11. *County Impact Fee Ordinance* – The “Marion County Impact Fee Ordinance for Transportation Facilities” as defined and codified in Division 2 of Article 10 of the County Code.
- 1.12. *County LDR* – The County’s “Land Development Code,” as adopted by County Ordinance No. 13-20, as defined in Section 1.1.1 of such Code, and as the same may be subsequently amended, modified, or supplemented.
- 1.13. *County Representative* – The County Administrator, any Assistant or Deputy County Administrator, or the County Engineer.
- 1.14. *Current Agreements* – The Current North Agreement and the Current South Agreement.
- 1.15. *Eligible Improvements* – The portions of the Partial 85th Street Improvements, and the Remaining 90th Street Improvements, for which a Private Party is eligible for Impact Fee Credits as set forth in paragraph 15.1.
- 1.16. *Force Majeure* – As defined in paragraph 20.
- 1.17. *Governmental Authority* – Any governmental agency, entity, department, commission, or other governmental organization of any nature whatsoever which has regulatory authority over, or must issue approvals or permits for, the construction and operation of any land, roadways, or Stormwater Management Facilities which are subject of this Amendment, including, without limitation, County, or the Water Management District.
- 1.18. *Impact Fee Credits* – Credits against Impact Fees to be provided to a Private Party pursuant to this Amendment.
- 1.19. *Impact Fees* – Impact fees due under the County Impact Fee Ordinance. (Because this Amendment primarily concerns transportation matters, this phrase does not apply to any other impact fees, capital charges, or similar charges, assessed under the County Code.)

- 1.20. *Month* (regardless of whether the term is capitalized) – When used with reference to calculation of dates, shall refer to the monthly anniversary of the starting date of the first event. For example, two (2) months after November 15, 2025, is January 15, 2026. If the first date is a day of the month which is not in the subsequent month, the subsequent date will be the last day of such subsequent month. For example, one month after May 31, 2025, is June 30, 2025.
- 1.21. *New County ROW* – The ROW County is attempting to acquire, including through potential future use of eminent domain, as further described in paragraph 16.
- 1.22. *Partial 85th Street Improvements* – The improvements to 85th Street being constructed by Freedom Commons as set forth in paragraph 5.2 of this Amendment. The Partial 85th Street Improvements shall extend from SW 43rd Terrace to NW 40th Avenue. A sketch depicting the approximate location of the Partial 85th Street Improvements is attached hereto as **Exhibit A**.
- 1.23. *Party* – As applicable a Private Party or County.
- 1.24. *Permits* – All permits necessary for the construction of the Remaining 90th Street Improvements.
- 1.25. *Plans* – The plans and specifications for the construction of the Remaining 90th Street Improvements, as approved by County and/or all other Governmental Authorities with jurisdiction thereover.
- 1.26. *Professional Expenses* – Amounts paid by a Constructing Party for: (a) services rendered by engineers, surveyors, attorneys, and other professionals in connection with the preparation of this Amendment, the design, permitting and construction of the Eligible Improvements; and (b) permit application and related fees.
- 1.27. *Project Engineer* – The registered professional engineer retained by each Private Party to represent each Private Party with respect to each Private Party’s interests under this Amendment, to be retained by each Private Party to work with County, and to otherwise provide services to each Private Party in connection with this Amendment. Freedom Commons Project Engineer is currently Tillman and Associates Engineering, LLC, a Florida limited liability company. Crossings South’s Project Engineer is currently Paolo Mastroserio of Mastroserio Engineering, Inc. Each Private Party may change the Project Engineer for the work to be performed on behalf of each Private Party, by providing written notice thereof to the other Parties.
- 1.28. *Remaining 90th Street Improvements* – The portion of the 90th Street Improvements between the eastern terminus of the Completed 90th Street Improvements and SW 40th Avenue, to be constructed by Private Parties pursuant to paragraph 12. A sketch depicting the approximate location of the Remaining 90th Street Improvements is attached hereto as **Exhibit B**.
- 1.29. *ROW* – Right of way for the Eligible Improvements that has been or will hereafter be conveyed to County by a Private Party.
- 1.30. *Stormwater* – Surface water or stormwater runoff (regardless of whether the term is capitalized), to be managed pursuant to the Stormwater Management System.

- 1.31. *Stormwater Management System* – The drainage retention facilities, ditches, swales, underground pipes, drainage structures, or other improvements which constitute the surface water and Stormwater management system which provide Stormwater management for the 90th Street, a portion of which will be constructed on the Property pursuant to the terms of this Amendment. The Stormwater Management System shall comply with the design, construction, and operational requirements of the Water Management District and (as applicable) County.
- 1.32. *Substantial Completion* – Substantial completion of the Remaining 90th Street Improvements as evidenced by a certificate from the Project Engineer for the Constructing Party therefor certifying that the Remaining 90th Street Improvements has been constructed pursuant to the approved Plans and any Permits therefor, and County’s acceptance of the Remaining 90th Street Improvements.
- 1.33. *Transportation Improvements* – Roads, streets, highways, intersections, stormwater management systems, or similar facilities.
- 1.34. *Water Management District or District* – Southwest Florida Water Management District, an agency of the State of Florida, the Governmental Authority which has jurisdiction over the design, permitting and operation of Stormwater Management Systems.

2. **Organization.**

- 2.1. This Amendment is divided into five primary Parts:
 - 2.1.1. Part A contains provisions concerning definitions of terms and organizations of the Amendment.
 - 2.1.2. Part B amends the Current North Agreement only.
 - 2.1.3. Part C amends the Current South Agreement only.
 - 2.1.4. Part D amends both Current Agreements.
 - 2.1.5. Part E contains miscellaneous provisions that concern the entire Amendment.
- 2.2. Notwithstanding that this Amendment is divided into five (5) primary parts, it is considered to be a single agreement.

**PART B
CURRENT NORTH AGREEMENT**

3. **Amendments to Current North Agreement.** The provisions of paragraphs 3 through 6 primarily concern the Current North Agreement.

4. **Background.**

- 4.1. Pursuant to Section 5.3 of the Original North Agreement, the North PUD Property Owner: (a) agreed to convey to County the 85th Street ROW (as defined in the Current North Agreement and herein) and to construct a portion of 85th Street (the “85th Street Improvements”); and (b) agreed to convey to County the 90th Street ROW (as defined in

the current North Agreement and herein) and to construct a portion of 90th Street (the “90th Street Improvements”).

- 4.2. Freedom Commons’ predecessor in title conveyed, to County, the 85th Street ROW pursuant to a *Right-Of-Way Deed* as recorded in OR Book 6558, Page 1709 (as well as the 90th Street ROW (as defined in the Current North Agreement and herein) pursuant to a *Right-Of-Way Deed* as recorded in OR Book 6558, Page 1713).

5. **85th Street.**

- 5.1. After Freedom Commons acquired the Northern Property, it obtained approval, by the County Development Review Committee, to construct a road (the “Spine Road”) to connect SW 49th Street with a portion of the 85th Street Improvements that Freedom Commons proposed to make. Although the Spine Road was approved as being an alternative to constructing the balance of the 85th Street Improvements, the Current North Agreement was not amended and thus continues to obligate Freedom Commons to construct the entire 85th Street Improvements.
- 5.2. On October 3, 2023, County and Freedom Commons entered into an *Improvement Agreement With Bond* (the “Improvements Agreement”) as recorded in OR Book 8172, Page 169, pursuant to which Freedom Commons agreed to construct the Partial 85th Street Improvements. The Improvements Agreement expressly provided that it did not amend the provisions of the Current North Agreement to relieve Developer from the obligation to construct the Partial 85th Street Improvements but acknowledged that Developer could seek to do so.
- 5.3. County has determined that the construction of the Spine Road and the Partial 85th Street Improvements will accomplish the purposes of the construction of the entire 85th Street Improvements.
- 5.4. By virtue of the foregoing, Section 5.3 of the Original North Agreement is amended to read as follows:

5.3. 90th Street and 85th Street ROW.

- 5.3.1. Freedom Commons has conveyed to County the 90th Street and 85th Street ROWs as required by this Agreement. Freedom Commons shall not receive transportation impact fee credits for such ROW that it has conveyed.
- 5.3.1. Freedom Commons shall construct the portions of the 85th Street Improvements referred to as the “Partial 85th Street Improvements” in the Improvement Agreement With Bond as recorded in OR Book 8172, Page 169, as and when set forth therein or in any amendments to such Improvement Agreement With Bond. Thus, Freedom Commons is relieved from the obligation to construct the remainder of the SW 85th Street Improvements.

5.3.2. Freedom Commons shall construct the portion of the 90th Street Improvements adjacent to the Property as set forth in this Amendment.

5.4. County is not obligated to construct any segment of 85th Street or 90th Street.

6. **Surplus 85th Street ROW.** By virtue of the amendment to Section 5.3 of the Original North Agreement set forth in paragraph 5.4 of this Amendment, County only needs the portion of the 85th Street ROW upon which Freedom Commons is constructing the Partial 85th Street Improvements. County does not want to maintain the other portion (the “Surplus 85th Street ROW”) upon which no road improvements will be constructed. As to the Surplus 85th Street ROW, the following provisions shall apply:

6.1. Freedom Commons shall, upon completion of the Partial SW 85th Street Improvements, provide County with a survey of the Surplus 85th Street ROW, i.e., the portion of the 85th Street ROW not improved by such Partial SW 85th Street Improvements.

6.2. Upon County’s approval of such survey, County shall execute and deliver to Freedom Commons a deed in the form authorized by Section 125.411, Florida Statutes, for the Surplus 85th Street ROW. The County Commission Chairman is authorized to execute such a deed without further approval of the County Commission upon approval of the deed by the County Engineer and County Attorney.

6.3. The Surplus 85th Street ROW shall be utilized as a linear park. It may also be used to meet open space requirements for the North PUD Property, or upon request of Crossing South and the consent of Freedom Commons (not to be unreasonably withheld), for the South PUD Property.

**PART C
CURRENT SOUTH AGREEMENT**

7. **Amendment to Current South Agreement.** The provisions of this paragraph 7 through paragraph 8 primarily concern the Current South Agreement.

8. **Scrivener’s Error.**

8.1. Several provisions of the Current South Agreement refer to the “85th Street ROW” and Section 5.4 of the Original South Agreement appears to require Crossings South to convey, to County, a portion of the “85th Street ROW” and to construct a portion of 85th Street.

8.2. In fact, however, it was never the intent of County or the Original South Developer that the Original South Developer or its successors in title would be obligated to convey any 85th Street ROW or to construct any portion of 85th Street.

8.3. Thus, County and Crossings South hereby amend the Current South Agreement by deleting the following provisions of the Original South Agreement: Section 2.4, the reference to “85th Street” in Section 2.23, and the reference to “85th Street ROW” in Section 5.4.

PART D
BOTH CURRENT AGREEMENTS

9. **Amendments to Current Agreements.** The provisions of this paragraph 9 through paragraph 17 concern both Current Agreements.

10. **Realignment of 90th Street Improvements and Need for Additional ROW.**
 - 10.1. Pursuant to the Current Agreements, Freedom Commons was obligated to construct a portion of the 90th Street Improvements and Crossings South was obligated to construct another portion.
 - 10.2. Crossings South has constructed the Completed 90th Street Improvements.
 - 10.3. By virtue of the prior conveyance of ROW by Crossings South to County, the ROW for the Remaining 90th Street Improvements is 80-feet wide contiguous to the South PUD Property. Crossings South is not required by the Current South Agreement to convey more than 80-feet of right of way to County.
 - 10.4. By virtue of the prior conveyance of ROW by Freedom Commons to County, the ROW for the 90th Street Improvements is 40-feet wide contiguous to the North PUD Property. Freedom Commons is not required by the Current North Agreement to convey more than 40-feet of right of way to County.
 - 10.5. County is attempting to acquire additional ROW (the “New County ROW”) south of the 40-feet of ROW conveyed to it by Freedom Commons.
 - 10.6. Even if County acquires the New County ROW, however, the ROW south of the North PUD Property will still be insufficient to construct the Remaining 90th Street Improvements south of the North PUD Property.
 - 10.7. Therefore, by virtue of the insufficient width for the 90th Street ROW as discussed above, it will be necessary for the Remaining 90th Street Improvements to be realigned so that a portion of them is north of the 90th Street ROW that has been conveyed to County by Crossings South and Freedom Commons. The additional 90th Street ROW needed for such realignment is referred to as the “Additional ROW.”
 - 10.8. The parties desire to amend the Current Agreements to provide for the Private Parties to convey the Additional ROW, and to construct the Remaining 90th Street Improvements, to accommodate the right of way issues discussed above.

11. **Design and Permitting.**
 - 11.1. One or more of the Private Parties shall design, permit and construct the Remaining 90th Street Improvements.
 - 11.2. In order to assist Private Parties in doing so, the County Engineer shall provide the Project Engineers for the Private Parties with the approximate locations of the New County ROW; such locations are solely to permit the design and permitting and shall not be binding on County in connection with other provisions of this Agreement concerning County acquisition of the New County ROW.

- 11.3. The design and permitting shall assume that: a) County is able to acquire the New County ROW in the area that is provided to the Private Parties under paragraph 11.2; and (b) any Stormwater Management System needed for the Remaining 90th Street Improvements shall be located within the Additional ROW or New County ROW, or on additional real property owned by a Private Party and conveyed to County as part of the Additional ROW.
- 11.4. The Private Parties shall confer to determine how to allocate the responsibility for the construction of the Remaining 90th Street Improvements. If they reach agreement concerning such fact, they shall provide notice to County pursuant to paragraph 19 of this Amendment. Such notice shall be signed by each Private Party and shall thereafter be binding upon the Private Parties until it is replaced by another notice executed by both Private Parties.
- 11.4.1. If the Private Parties determine that only one of them shall construct all of the Remaining 90th Street Improvements, such Private Party shall be referred to as the Constructing Party as to all of the 90th Street Improvements.
- 11.4.2. If the Private Parties determine that one of them should construct a portion of the Remaining 90th Street Improvements and the other should construct another portion of the Remaining 90th Street Improvements, each Private Party shall be referred to as the Constructing Party as to the portion of the 90th Street Improvements it is constructing.
- 11.4.3. If the Private Parties do not provide notice to County under paragraph 11.4.2 that they allocate responsibility for the Remaining 90th Street Improvements otherwise:
- a. Freedom Commons shall be the Constructing Party obligated to construct the portion of the Remaining 90th Street Improvements (the “Freedom Commons 90th Street Improvements”) south of the southerly boundary of the North PUD Property to the eastern terminus of the Remaining 90th Street Improvements at SW 40th Avenue.
 - b. Crossings South shall be the Constructing Party obligated to construct the portion of the Remaining 90th Street Improvements (the “Crossings South 90th Street Improvements”) between the western boundary of the Remaining 90th Street Improvements to be constructed by Freedom Commons under paragraph 11.4.3.a, and the eastern terminus of the Completed 90th Street Improvements.
 - c. The Private Party that first commences construction of its portion of the Remaining 90th Street Improvements shall be responsible for relocating the entire Water Line as set forth in paragraph 14.3 subject to reimbursement from the other Private Party for the relocation cost that would otherwise have been the responsibility of the other Private Party under paragraph 14.3.
- 11.5. The Constructing Party shall cause its Project Engineer to design the Remaining 90th Street Improvements to be constructed by the Constructing Party and to obtain Permits for such Remaining 90th Street Improvements. Such design shall be generally consistent with the attached **Exhibit B** and with the provisions of paragraph 11.3.

- 11.6. The Constructing Party shall prepare and submit to County, and any Governmental Authority, including the Water Management District, the Plans for approval by County or such Governmental Authority.
- 11.7. No later than five (5) months after County approves the Plans, the Constructing Party shall obtain all Permits necessary for the construction of the Remaining 90th Street Improvements that it is constructing. County consents to such Permits being in the name of County and/or the Constructing Party, and County shall cooperate with the Constructing Party in connection with the permitting process. The Constructing Party shall provide to the other Parties copies of all Permits it obtains.
- 11.8. The Constructing Party shall pay all Professional Expenses incurred in connection with the design and permitting of the Remaining 90th Street Improvements.
- 11.9. The estimates of the proposed construction costs for the Remaining 90th Street Improvements, for purposes of Section 10-323(b)(5) of the County Code, are as follows and shall limit any Impact Fee Credits unless the Remaining 90th Street Improvements are competitively bid:
 - 11.9.1. \$718,246.49 for the Crossings South 90th Street Improvements.
 - 11.9.2. \$1,146,028.00 for the Freedom Commons 90th Street Improvements.
12. **Construction of Remaining 90th Street Improvements.**
 - 12.1. Commencement of Construction.
 - 12.1.1. The Constructing Party for the Crossings South Improvements may commence construction of the Crossings South 90th Street Improvements any time after the Permits for the County Crossings 90th Street Improvements are issued, but shall commence construction no later than one (1) year after such Permits are issued.
 - 12.1.2. The Constructing Party for the Freedom Commons 90th Street Improvements shall not commence construction thereof until County provides notice to such Constructing Party that it has obtained the New County ROW, but shall commence construction no later than one (1) year after such notice from County.
 - 12.2. Construction.
 - 12.2.1. The Constructing Party shall request bids from Contractors for the construction of the Remaining 90th Street Improvements and may award the bid to any Contractors. Regardless of the amount bid or owed under the award, each Private Party shall receive Impact Fee Credits only for the amount of the lowest bid.
 - 12.2.2. The Constructing Party shall enter into one or more agreements with one or more Contractors for the construction of the Remaining 90th Street Improvements.
 - 12.3. Substantial Completion.

12.3.1. The Constructing Party shall cause Substantial Completion of the Remaining 90th Street Improvements to occur within twelve (12) months after commencing construction.

12.3.2. Within forty-five (45) days after the Constructing Party's Substantial Completion of the Remaining 90th Street Improvements, the Constructing Party shall provide to County "as built" surveys of the Remaining 90th Street Improvements.

13. Conveyance of Additional ROW.

13.1. The configuration of the Additional ROW shall be determined by the Plans for the Remaining 90th Street Improvements. Constructing Party shall cause the Additional ROW to be surveyed as part of the approval of the Plans for the Remaining 90th Street Improvements. No Private Party shall be required to convey more Additional ROW than is necessary to construct the Remaining 90th Street Improvements consistent with the attached Exhibit C.

13.2. Prior to commencing construction of the Remaining 90th Street Improvements, each Private Party shall convey to County the Additional ROW located on its respective parcel. Such conveyance shall be pursuant to the Conveyance Standards, a copy being attached as Exhibit D, except that, if County wants title insurance for the Additional ROW, it shall pay all premiums and other charges therefor.

13.3. The Additional ROW will be conveyed to County under threat of and in lieu of condemnation. Therefore, County and Private Parties believe no documentary excise taxes are due. If they are due, they shall be paid by County, together with any interest and penalties.

13.4. The Additional ROW conveyed by each Private Party may be used by such Private Party to meet its open space requirements even though it is no longer owned by such Private Party. Further, Crossings South may use, to meet its open space requirements, the portion of the 90th Street ROW previously conveyed by Crossings South, south of the Additional ROW that Crossings South will be conveying to County pursuant to paragraphs 10 and 13.

14. Water Line.

14.1. County has an existing water line (the "Water Line") located outside of the pavement along the north boundary of the Completed 90th Street Improvements and extending to the east, to include and go beyond the area where the Remaining 90th Street Improvements will be constructed. If the ROW for the Remaining 90th Street Improvements continued in a straight line from the end of the Completed 90th Street Improvements, the Water Line would be in such right of way outside of the pavement for the Remaining 90th Street Improvements. Because, however, the Remaining 90th Street Improvements will be "swerving" into the Additional ROW as set forth in this Amendment, the Water Line will likely be located beneath the pavement of the Remaining 90th Street Improvements after they are constructed.

14.2. County has determined that the Water Line may not be located below the pavement of the Remaining 90th Street Improvements.

- 14.3. Unless the Private Parties agree otherwise, the Constructing Party that commences construction of its portion of the Remaining 90th Street Improvements shall relocate the entire Water Line such that it is north of the Remaining 90th Street Improvements but still within the Additional ROW.
- 14.4. Further, a Constructing Party may elect to relocate the entire Water Line prior to construction of any portion of the Remaining 90th Street Improvements pursuant to this paragraph 14.4. Such Constructing Party may design and permit the relocation of the Water Line separately from the design and permitting of the Remaining 90th Street Improvements, but the area where the Water Line shall be relocated shall be consistent with the then-current Plans for the Remaining 90th Street Improvements.
- 14.5. The Constructing Party may reuse the existing Water Line pipes and valves (but may be required to replace gaskets) in connection with the relocation of the Water Line if:
 - 14.5.1. The Constructing Party completes the relocation of the Water Line prior to the later of: (a) September 30, 2026; or (b) the date the County “activates” the Water Line and begins to use it to transmit potable water.
 - 14.5.2. County approves the condition of such pipes and valves after they are uncovered in connection with the relocation work.
 - 14.5.3. The Constructing Party issues a warranty, or causes its contractor who performs the Water Line relocation to issue a warranty, covering the condition of the relocated Water Line for one (1) year after completion.
- 14.6. As consideration for the Water Line relocation, the Constructing Party shall be entitled to Impact Fee Credits for the lower of the following:
 - 14.6.1. The actual and reasonable cost associated with the relocation which shall be supported with documentation for the relocation of the Water Line similar to that required under paragraph 15.2.3 for other Impact Fee Credits. The Constructing Party shall cause its Contractor to separately allocate the cost of relocating the Water Line from the cost of the other Remaining 90th Street Improvements; or
 - 14.6.2. Seventy-Five Percent (75%) of the estimated cost of relocating the Water Line as set forth on the attached **Exhibit E**. If the parties later discover that such estimate is incorrect due to circumstances beyond the Constructing Party’s control, as determined by the County Administrator or its designee in its reasonable discretion, the parties shall execute and record an amendment increasing the estimate. By approving this Amendment, the County Commission authorizes the County Administrator or its designee to execute such document on behalf of County.
- 14.7. As set forth in paragraph 11.4.3.c, if a single Constructing Party relocates the entire Water Line, it is subject to reimbursement from the Other Private Party for a portion of the relocation cost. Upon proof of payment of such reimbursement, County shall issue Impact Fee Credits to the Private Parties in the amounts that each Private Party paid to relocate the Water Line.

15. **Impact Fee Credits for Construction and ROW.**

15.1. Eligible Improvements. County acknowledges that, pursuant to the County Impact Fee Ordinance, the parties are entitled to Impact Fee Credits for the following (the “Eligible Improvements”):

15.1.1. Freedom Commons is entitled to Impact Fee Credits for:

- a. The cost of constructing the portion of the Partial 85th Street Improvements from that portion south of the eastern boundary of the North PUD Property and proceeding eastward until the terminus of the Partial 85th Street Improvements at SW 40th Avenue. This portion of the Eligible Improvements is labeled as such on the attached Exhibit F.
- b. The conveyance of any Additional ROW located on the North PUD Property.

15.1.2. Crossings South is entitled to Impact Fee Credits for the conveyance of any Additional ROW located on the South PUD Property.

15.1.3. The Constructing Party is entitled to Impact Fee Credits for the construction of the Remaining 90th Street Improvements.

15.2. Construction. The amount of Impact Fee Credits for construction of any Eligible Improvements shall consist of the following:

15.2.1. The Private Party entitled to Impact Fee Credits as set forth in paragraph 15.1 shall be entitled to Impact Fee Credits for the actual and reasonable costs of constructing the Eligible Improvements referred to in the corresponding subparagraph of paragraph 15.1, subject to paragraph 12.1, and to the provisions of Section 10-323(d)(2) of the County Code (limiting the amount of the credit to the approved estimate of costs unless the project is competitively bid). Each Private Party shall be entitled to such Impact Fee Credits upon presenting to County the final construction lien waivers from Contractor and all other persons providing labor, services or materials in connection with the Constructing Party’s construction of the Eligible Improvements.

15.2.2. In addition, such Private Party shall be entitled to:

- a. All amounts paid for Professional Expenses as documented by:
 - 1). Invoices submitted to the Private Party for services and costs;and
 - 2). Proof of payment of such invoices, or of permitting fees, by the Private Party.
- b. All permitting fees paid by the Constructing Party to County, or any other Governmental Authority in connection with the Constructing Party’s Eligible Improvements.

15.2.3. Documentation.

- a. Subject to paragraph 15.2.6, Freedom Commons shall submit to County documentation necessary to establish: (a) Freedom Commons' costs including invoices submitted to Freedom Commons by professionals and the contractor for the portion of the Partial 85th Street Improvements that constitute Eligible Improvements; and (b) all permitting fees paid by Freedom Commons in connection with the design, permitting and construction of the portion of the Partial 85th Street Improvements that constitute Eligible Improvements.
 - b. Following a Constructing Party's completion of construction of the Remaining 90th Street Improvements, or portion thereof pursuant to paragraph 11.4.3, the Constructing Party shall submit to County documentation necessary to establish: (a) such Constructing Party's costs including invoices submitted to Constructing Party by professionals and the contractor for the Remaining 90th Street Improvements; and (b) all permitting fees paid by Constructing Party in connection with the design, permitting and construction of the Remaining 90th Street Improvements.
- 15.2.4. Within thirty (30) days after County's receipt of the documentation provided by the Private Party pursuant to paragraph 15.2.3, County shall provide to such Private Party confirmation of the amount of Impact Fee Credits for which the County agrees that the Constructing Party is entitled.
- 15.2.5. In the event Private Parties are relieved from the obligation to construct the Remaining 90th Street Improvements pursuant to paragraph 16.2.1.b, they shall nonetheless be entitled to Impact Fee Credits for any costs incurred by them set forth in this paragraph 15.2 concerning the Remaining 90th Street Improvements before they were relieved from the obligation to construct the Remaining 90th Street Improvements, and for any Additional ROW that they convey to County.
- 15.2.6. Special provisions concerning Eligible Improvements included in Partial 85th Street Improvements.
- a. As set forth in paragraph 15.1.1.a, only the portion of the Partial 85th Street Improvements east of the eastern boundary of the North PUD Property and proceeding eastward to SW 40th Avenue constitutes Eligible Improvements.
 - b. Freedom Commons has already commenced construction of the Partial 85th Street Improvements and therefore the construction of that portion of the Eligible Improvements cannot be separately bid from the remainder of the Partial 85th Street Improvements.
 - c. County and Freedom Commons agree that a reasonable estimate of the portion of the cost of constructing the Eligible Improvements is 16.6% of the cost of the entire Partial 85th Street Improvements. Therefore, Freedom Commons' costs for which it is entitled to Impact Fee Credits as set forth in paragraphs 15.2.1 and 15.2.2 shall be deemed to be 16.6% of the total costs of such matters for the entire Partial 85th Street Improvements.

15.3. ROW.

15.3.1. As set forth in the Current North Agreement and the Current South Agreement, neither Private Party is entitled to Impact Fee Credits for the ROW it has conveyed or, prior to this Amendment, was obligated to convey, to County for the 85th Street Improvements or the 90th Street Improvements.

15.3.2. However, by virtue of the constrained right of way for 90th Street as discussed in paragraph 10, County has requested the Private Parties to convey the Additional ROW and has agreed to grant to each Private Party Impact Fee Credits for the Additional ROW that each Private Party is required to convey to County.

15.3.3. Impact Fee Credits for the Additional ROW shall be determined by multiplying \$60,000.00 per acre by the area of the Additional ROW (as may be modified pursuant to paragraph 15.3.3.a), calculated to the nearest square foot. For purposes of the calculation under this paragraph 15.3.3:

a. If the Private Party conveying the Additional ROW so elects, the area of the Additional ROW shall include, in addition to the area of the Additional ROW actually needed for the Remaining 90th Street Improvements, the area of each proposed lot (a "Proposed Lot") for the portion of the South PUD Property or the North PUD Property contiguous to the required Additional ROW, as such Proposed Lots may be depicted on preliminary plats or subdivision improvement plans previously submitted to County. As a condition of the inclusion of the Proposed Lots, such Private Party shall, simultaneously with the determination of Impact Fee Credits, impose a conservation easement or restriction, in form and substance acceptable to County, on the Proposed Lots precluding the construction of a single family residence thereon or any use of such Proposed Lots other than any passive recreational facilities to be constructed and maintained by the homeowners association for the South PUD or North PUD that is for the benefit of the residents of the respective community. Notwithstanding that the area of the Proposed Lots may be included in the calculation of Impact Fee Credits under this paragraph 15.3.3.a, only the area of the Additional ROW actually needed for the Remaining 90th Street Improvements shall be conveyed to County.

b. If a Private Party does not elect to include the Proposed Lots in the calculation of the Impact Fee Credits, Impact Fee Credits shall be calculated only on the Additional ROW determined to be needed for the Remaining 90th Street Improvements.

16. **New County ROW.**

16.1. County shall continue its efforts to acquire the New County ROW and, if necessary, shall commence eminent domain proceedings to acquire the New County ROW.

16.2. If County is unable to acquire the New County ROW within two (2) years after the Effective Date of this Amendment:

16.2.1. Payment of estimated costs of Remaining 90th Street Improvements.

- a. County and each Private Party shall negotiate in good faith to determine the estimated cost of the Remaining 90th Street Improvements as of the Effective Date of this Amendment. Each Private Party shall pay to County the County-approved estimated cost of the Remaining 90th Street Improvements that would have been performed by such Private Party.
- b. Upon a Private Party providing such payment to County, such Private Party shall be relieved from its obligation to construct the Remaining 90th Street Improvements and County shall construct such Remaining 90th Street Improvements. If the cost of constructing the Remaining 90th Street Improvements is less than the amount paid by such Private Party under paragraph 16.2.1, County shall have no obligation to pay such excess to such Private Party, nor shall the Private Party be obligated to pay any amount that the cost of the Remaining 90th Street Improvements that were the obligation of such Private Party exceed the amount paid by the Private Party under paragraph 16.2.1.
- c. If any Private Party does not pay the amount set forth in paragraph 16.2.1, such Private Party shall remain obligated to construct the Remaining 90th Street Improvements that are the responsibility of such Private Party when County acquires the New County ROW.

16.2.2. Private Parties shall construct a cul-de-sac at the terminus of the Remaining 90th Street Improvements which shall be designed and constructed in accordance with County specifications and standards. The Constructing Party of such cul-de-sac shall be entitled to Impact Fee Credits for such construction and any Additional ROW needed therefor, to the extent that it is entitled to Impact Fee Credits for the Remaining 90th Street Improvements and Additional ROW under this Amendment. Notwithstanding the foregoing, if there is insufficient room on the North PUD Property or South PUD Property for such cul-de-sac, based on County approvals of development on the North PUD Property or South PUD Property, the cul-de-sac need not be constructed.

17. Miscellaneous Provisions Concerning Impact Fee Credits.

- 17.1. Generally. This Amendment constitutes a “written impact fee credit agreement” pursuant to Section 10-323 of the County Impact Fee Ordinance.
- 17.2. Duration of Impact Fee Credits. The Impact Fee Credits for each Private Party under this Amendment shall expire ten (10) years after the Effective Date of this Amendment.
- 17.3. Additional Requirements. In compliance with Section 10-323(f) of the County Impact Fee Ordinance, the following provisions shall apply:
 - 17.3.1. The Eligible Improvements under this Amendment shall be construed and characterized as work done and property rights acquired by the County for the improvement of a road within the boundaries of a public right of way, and County has the exclusive control of such construction or contributions (except to the extent they are to be performed by a Private Party hereunder) including whether they are subsequently transferred to another governmental entity.

- 17.3.2. A Private Party shall keep or provide for the retention of adequate records and supporting documentation which concern or reflect total cost of the Eligible Improvements. Such information shall be available to County, or its duly authorized agent or representative for audit, inspection or copying for a minimum of five (5) years from the termination or expiration of this Amendment.
- 17.3.3. Each Impact Fee Credit shall run with the land for which the Impact Fee is being assessed, subject to a Private Party's right to assign the Impact Fee Credits under paragraph 17.3.12, and shall be reduced by the entire amount of the Impact Fee due for each building permit or site plan approval issued thereon until all Impact Fee Credits are exhausted or no longer available.
- 17.3.4. The burdens of this Amendment shall be binding upon, and the benefits of this Amendment shall inure to, all successors in interest to Parties, including, without limitation, subsequent owners of a parcel.
- 17.3.5. County shall conduct an annual review under this Amendment to determine whether or not there has been demonstrated good faith compliance with the terms of this Amendment, and shall, upon request of a Private Party, provide to such a Private Party the amount of Impact Fee Credits applied toward payment of Impact Fees, and the balance of available and unused Impact Fee Credits.
- 17.3.6. County and Private Party shall negotiate in good faith to modify or revoke this Amendment as is necessary to comply with relevant state or federal laws, if state or federal laws are enacted after execution of this Amendment which are applicable to and preclude the Parties' compliance with the terms of this Amendment.
- 17.3.7. This Amendment may be amended or cancelled by mutual consent of the parties or by their successors in interest. For purposes of the foregoing any owner of a Parcel which has been developed as contemplated by this Amendment and for which all Impact Fees have been paid (either monetarily or by Impact Fee Credit) shall not be required to join in any subsequent amendment.
- 17.3.8. Private Party shall cause this Amendment to be recorded in the Public Records of Marion County, Florida, within fourteen (14) days of the Effective Date thereof.
- 17.3.9. County will establish the time frame when the Impact Fee Credits become available on all future roadways contained on the County major road network. Such time frame shall be based on when traffic volumes are expected to reach a level consistent with the classification of the road as a County collector or arterial road.
- 17.3.10. Except where this Amendment contains a different deadline, all right of way shall be conveyed to County no later than the time at which the Impact Fees are required to be paid under the County Impact Fee Ordinance. The portion of the Impact Fee represented by an Impact Fee Credit for construction of the Eligible Improvements shall be deemed paid when the Eligible Improvements are completed and accepted by the County for maintenance.
- 17.3.11. The Impact Fee Credits granted under this Amendment are for construction or contributions made to the major road network system to accommodate growth

within the respective road construction district (being the “West County District” as defined in Section 10-325(b)(1) of the County Impact Fee Ordinance) where the impact generating land development activity is located.

17.3.12. The Impact Fee Credits may be assigned to other developments, regardless of ownership, within the “West County District” as defined in Section 10-325(b)(2) of the County Impact Fee Ordinance.

17.3.13. During construction of the Eligible Improvements, the Constructing Party shall comply with the Risk Management Guidelines as established by County’s Risk Management Department and provided to the Constructing Party, including, without limitation, the insurance and indemnity provisions thereof.

17.3.14. This Amendment has been approved by a super-majority vote of the County Commission.

PART E MISCELLANEOUS

18. **Application.** The provisions of this paragraph 18 through paragraph 22 concern this entire Amendment.

19. **Notices.**

19.1. All notices, requests, consents and other communications (each a “Communication”) required or permitted under this Amendment 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 paragraph:

19.1.1. If to County: Marion County Board of County Commissioners, Assistant County Administrator Tracy Straub, 601 SE 25th Avenue, Ocala, FL 34471; email: tracy.straub@marionfl.org.

a. With a copy to: Marion County Board of County Commissioners, County Engineer Steven Cohoon, 412 SE 25th Avenue, Ocala, FL 34471; email: steven.cphoon@marionfl.org.

19.1.2. If to Freedom Commons: Armstrong Homes, Attn: Chris Armstrong, 1415 SW 17th Street, Ocala, FL 34471; email: chris@armstronghomes.net.

a. With a copy to: Armstrong Homes, Attn: Alec Morris, 1415 SW 17th Street, Ocala, FL 34471; email: alec.morris@armstronghomes.net.

b. With a copy to: W. James Gooding III, Gooding & Batsel, PLLC, 1531 SE 36th Avenue, Ocala, FL 34471; email: jgooding@lawyersocala.com.

19.1.3. If to Crossings South: Steven Fischer, 2500 Weston Road, Suite 311, Weston, FL 33331; email: steve@sadoffandfischercpa.com.

- a. With a copy to: W. James Gooding III, Gooding & Batsel, PLLC, 1531 SE 36th Avenue, Ocala, FL 34471; email: jgooding@lawyersocala.com.
- 19.2. Each such Communication shall be deemed delivered:
- 19.2.1. On the date of delivery if by personal delivery;
 - 19.2.2. On the date of email transmission if by email (subject to paragraph 19.5); and
 - 19.2.3. 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.
 - 19.2.4. 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.
- 19.3. If a Communication is delivered by multiple means, the Communication shall be deemed delivered upon the earliest date determined in accordance with the preceding subparagraph.
- 19.4. 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.
- 19.5. Concerning Communications sent by email:
- 19.5.1. 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 this Amendment, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;
 - 19.5.2. 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 this Amendment, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;
 - 19.5.3. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.
 - 19.5.4. 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
 - 19.5.5. The sender shall maintain the digital copy of the email in its email system for a period of no less than one (1) year after it was sent.
20. **Force Majeure.**

- 20.1. "Force Majeure" means causes that: (a) are beyond the reasonable control of a party (the "Delayed Party"); (b) the Delayed Party, despite its diligent, good faith efforts, is unable to overcome; and (c) consist solely of delays caused by any of the following: fire, flood, windstorm, sinkhole, unavailability of materials or equipment (provided that the Delayed Party demonstrates that such materials or equipment were ordered with sufficient lead time given known market conditions, and there are no commercially available alternative sources from which the materials or equipment can be procured at prices substantially equivalent to the prices of the original materials or equipment), equipment or fuel, declaration of hostilities, terrorist act, civil strife, strike, lock-out, labor dispute, epidemic, pandemic, archaeological excavation, act of God, act of public enemy, act of armed forces, war, riot, sabotage, blockage, embargo, earthquake, explosions, litigation, unusual and unforeseen delays in actions, restrictions, requirements or mandates of governmental authorities, governmental restraints, or any other cause whether or not of the same kind as enumerated above, that is either: (a) not within the sole control of the Delayed Party and which be exercise of Due Diligence the Delayed Party is unable to overcome; or (b) that constitutes an excuse under Florida law based upon the doctrine of "impossibility of performance."
- 20.2. If a Constructing Party is unable to timely perform its obligations under this Amendment, due to a Force Majeure, such delay shall be excused in the manner herein provided.
- 20.3. If a Constructing Party is so delayed, the date for action required or contemplated by this Amendment shall be extended by the number of days equal to the number of days such party is delayed. Each Private Party shall give written notice of the delay to County, which notice shall indicate the anticipated duration of the Force Majeure. Each party shall use its best efforts to rectify any conditions causing the delay and will cooperate with the other party, except for the occurrence of unreasonable additional costs and expenses, to overcome any loss of time that has resulted.
21. **Acknowledgement Upon Completion.** Upon the Constructing Party's completion of the Remaining 90th Street Improvements, County shall execute and deliver to the Constructing Party a recordable instrument acknowledging such completion. Such instrument may be executed by a County representative on behalf of County.
22. **Effect on Current Agreements.** Except as expressly set forth herein, the Current Agreements are not amended or modified. All references herein or in either of the Current Agreements to "this Agreement," "the Agreement" or similar terms shall refer to the respective Current Agreements as amended hereby.

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

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SIGNATURES START ON NEXT PAGE**

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

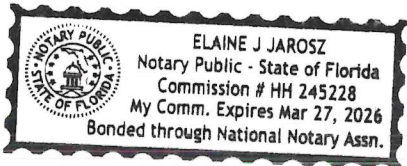
By: Casa Holdings, LLC, a
Florida limited liability company
as Authorized Member

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

Date: 3-18-26

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this March 18, 2026, 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: NA

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: *Steven P. Fischer*
Steven P. Fischer as Manager

Date: 3-13-26

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this March 13, 2026, 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.

Bettina Nava
Notary Public, State of Florida
Name: Bettina Nava
(Please print or type)
Commission Number: HH 580523
Commission Expires: 08/11/2028



BETTINA NAVA
Commission # HH 580523
Expires August 11, 2028

Notary: Check one of the following:

Personally known OR

Produced Identification (if this box is checked, fill in blanks below).

Type of Identification Produced: _____

COUNTY

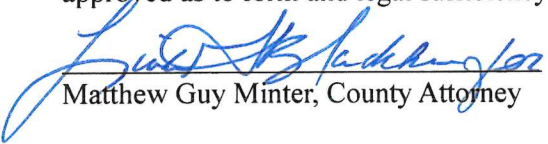
MARION COUNTY, FLORIDA, a political subdivision of the State of Florida, by its Board of County Commissioners

By: _____
Carl Zalak III, Chairman

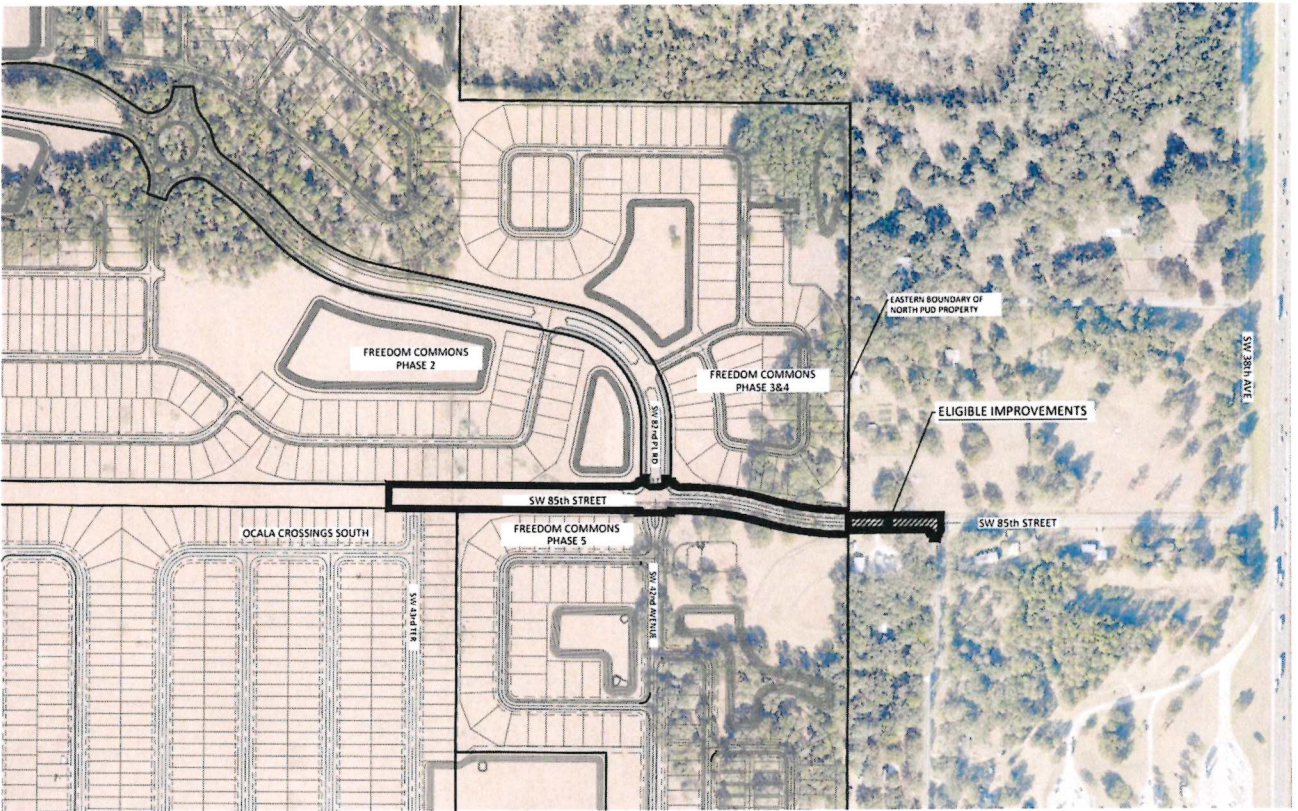
ATTEST:

Gregory C. Harrell, Clerk of Court and Comptroller

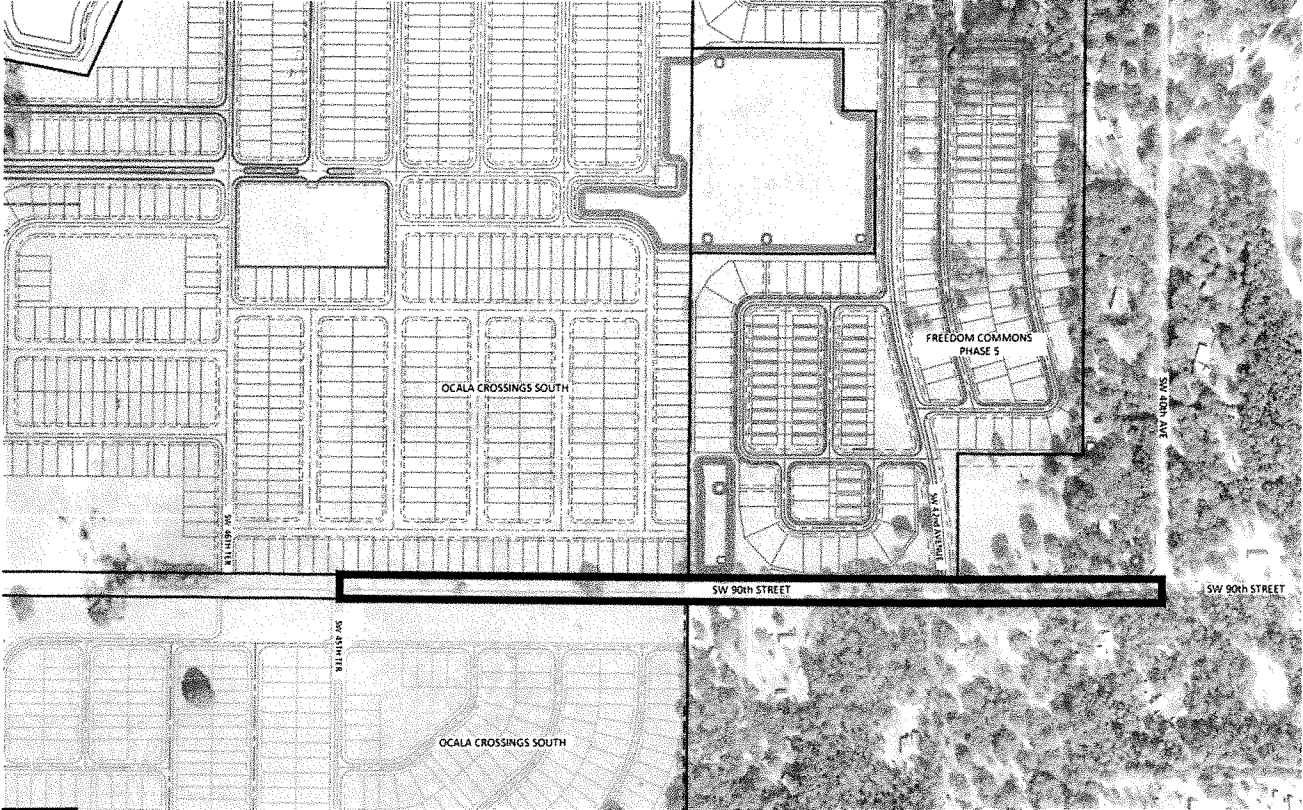
For use and reliance of Marion County only, approved as to form and legal sufficiency:


Matthew Guy Minter, County Attorney

**EXHIBIT A
PARTIAL 85TH STREET IMPROVEMENTS**

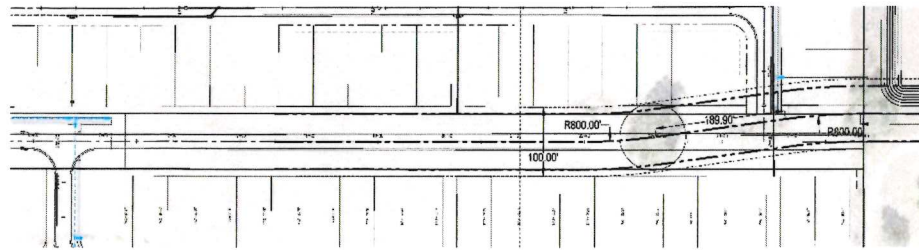


**EXHIBIT B
REMAINING 90TH STREET IMPROVEMENTS**

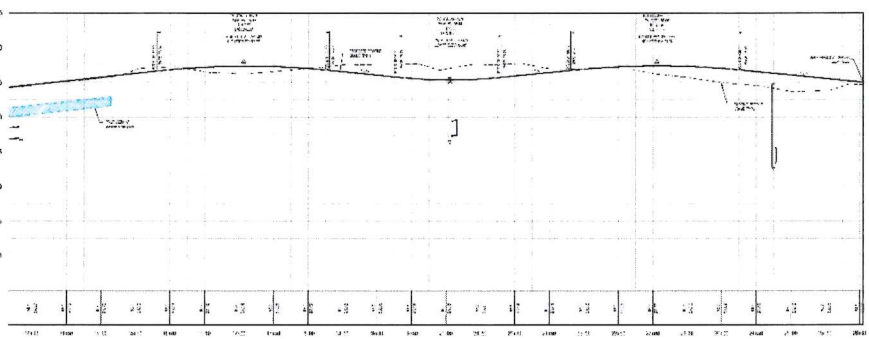


**EXHIBIT C
ADDITIONAL ROW**

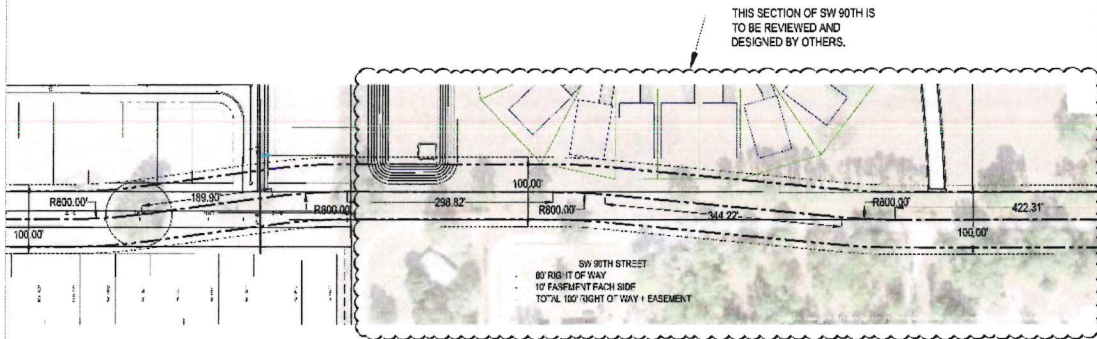
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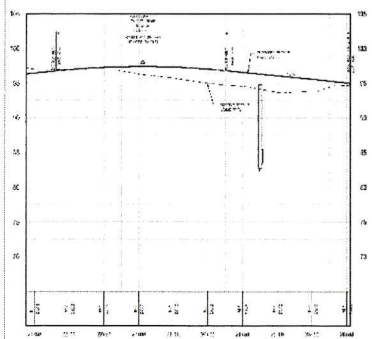
SW 90TH STREET



PROJECT: GOLF COURSE SOUTH P.L. AND SUBDIVISION
 SHEET: SW 90th STREET PLAN & PROFILE
 SCALE: 1" = 50'
 SHEET C1 # 2



SW 90TH STREET



PROJECT: GOLF COURSE SOUTH P.L. AND SUBDIVISION
 SHEET: SW 90th STREET PLAN & PROFILE
 SCALE: 1" = 50'
 SHEET C2 # 2

EXHIBIT D
CONVEYANCE STANDARDS

All conveyances of title to ROW (whether in fee simple or by grants of easements) which are required under the terms of this Amendment shall be made in accordance with the following Conveyance Standards, except where this Amendment expressly provides to the contrary.

1. The conveying party (“Conveying Party”) shall convey fee simple title ROW by Special Warranty Deed.
2. Unless otherwise specifically provided in this Amendment, fee simple title to parcels of real property shall be conveyed free and clear of all liens or encumbrances other than utility easements in favor of governmental entities or licensed public utilities, which shall be Permitted Exceptions with respect to the conveyances.
3. The Conveying Party shall have prepared, at its expense, a survey or a sketch and legal description of each parcel to be conveyed or each parcel for which an easement is to be granted, sealed and signed by a licensed Florida surveyor and certified to the grantor and the grantee in the conveyance or grant.
4. As to all conveyances of fee simple title or grants of easements, the Conveying Party shall, at its expense, provide a commercial title insurance commitment and policy with respect to the conveyance, in accordance with the following provisions:
 - 4.1. The title insurance underwriter shall be First American Title Insurance Company.
 - 4.2. The amount of the title insurance policies shall be determined by utilizing the per square foot value of the real property, according to the most recent assessment by the Marion County Property Appraiser, multiplied by the square feet of the parcel.
 - 4.3. The Conveying Party shall provide, at its expense, all necessary closing documents and satisfy other requirements necessary for deletion of the Standard Exceptions in the final title insurance policy and comply with all other title commitment requirements for the conveyance to be insured.
5. Except as to conveyances that this Amendment expressly provides are in lieu of condemnation (and therefore exempt from the payment of documentary excise taxes), or if this Amendment expressly provides to the contrary, the Conveying Party shall be responsible for payment of any applicable documentary excise taxes. The Conveying Party shall be responsible for payment of the cost of recording the instrument of conveyance and the cost of recording any documents required to satisfy title insurance requirements.
6. With respect to any grant of easement provided under the terms of this Amendment, the same cost allocations, and title insurance requirements applicable to conveyances of fee title to real property shall apply.
7. If not specifically provided as an Exhibit to this Amendment, the form and content of any conveyance documents, and other documents prepared by or on behalf of Conveying Party, shall be subject to approval by County in its reasonable discretion. By approving this Amendment, the County Commission authorizes the County Representative to provide such approval on behalf of County.

**EXHIBIT E
ESTIMATE**



MASTROSERIO

ENGINEERING, INC

CONSULTING CIVIL & ENVIRONMENTAL ENGINEERS
SPECIALIZING IN SITE & SUBDIVISION DEVELOPMENT

170 SE 32ND PLACE, Ocala, FL 34471
PH: (352).572-3051
paolo@mastroserioeng.com

CERTIFICATION OF COSTS SW 90TH STREET WATER MAIN RELOCATION

**OCALA CROSSINGS SOUTH, LLC
&
FREEDOM COMMONS DEVELOPMENT, LLC**

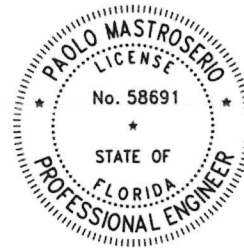


I hereby certify that the construction cost for the SW 90TH Street Water Main Relocation improvements are as specified below.

OCALA CROSSINGS SOUTH & FREEDOM COMMONS SW 90TH STREET WATER MAIN RELOCATION - COST OF CONSTRUCTION					
ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
1.0	16" PVC DR-18 Water Line (New Pipe)	1,000	LF	\$115.00	\$115,000.00
2.0	Remove and Reinstall 16" Valves	3	EA	\$4,000.00	\$12,000.00
3.0	Disconnect and Reconnect Tie-ins	2	EA	\$3,000.00	\$6,000.00
4.0	Tie-in Fittings	4	EA	\$2,500.00	\$10,000.00
5.0	Pressure Test	1	LS	\$3,500.00	\$3,500.00
6.0	Flush & Bac-T	1	LS	\$3,000.00	\$3,000.00
7.0	Remove and Dispose of Existing 16" Pipe	1,000	LF	\$15.00	\$15,000.00
8.0	Engineering & Permitting	1	LS	\$10,000.00	\$10,000.00
WATER MAIN RELOCATION COST TOTAL					\$174,500.00

**PAOLO
MASTRO
ERIO**

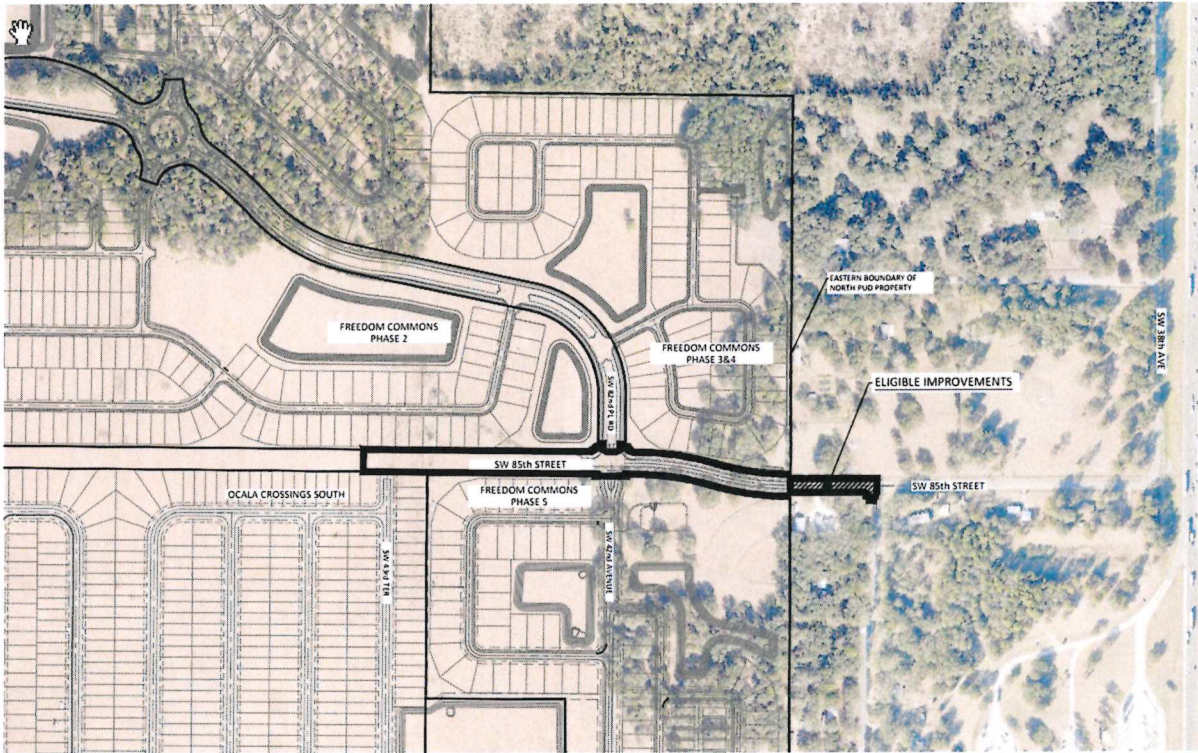
Digitally signed
by PAOLO
MASTROSERIO
Date: 2025.12.11
05:08:37 -05'00'



PAOLO MASTROSERIO, P.E. 58691

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY PAOLO MASTROSERIO, PE, ON DATE ADJACENT TO THE SEAL. THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

EXHIBIT F
PARTIAL 85TH STREET IMPROVEMENTS ELIGIBLE IMPROVEMENTS



P:\JG\Armstrong\Freedom Commons\County Ks\Developers Ks\Amendment\Amendment to Developer Agreements JG 2-12-26 Rev.docx