

This instrument Prepared by:

Christian F. O’Ryan, Esq.  
Stearns Weaver Miller Weissler  
Alhadeff & Sitterson, P.A.  
401 East Jackson Street, Suite 2100  
Tampa, Florida 33602

and Return To:

City of Ocala  
Growth Management Department  
201 SE 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
Ocala, Florida 34471  
Attn: Development Coordinator

## **AMENDMENT TO DEVELOPER’S AGREEMENT HEATH PRESERVE**

**THIS AMENDMENT TO DEVELOPER’S AGREEMENT** (this “Amendment”) is made and entered into on the dates set forth below by and between the **CITY OF OCALA**, a Florida municipal corporation (“City”) and **ARMSTRONG LAND, LLC**, a Florida limited liability company (the “Developer”), joined by **MILLROSE PROPERTIES FLORIDA, LLC**, a Florida limited liability company (“Millrose”).

### **WITNESSETH:**

**WHEREAS**, the Developer and the City entered into the “Developer’s Agreement,” recorded in, Official Records Book 7785, Page 145, Marion County Public Records (the “Developer’s Agreement”); and

**WHEREAS**, the Developer and the City hereby wish to amend the Developer’s Agreement to address the Improvements to be constructed within real property described on attached Exhibit “1” (“Phase 3”), which is a portion of the Property; and

**WHEREAS**, in exchange for the Developer posting of a Letter of Credit approved by the City, the City has agreed to issue building permits in accordance with Florida Statutes, Section 177.073 (the “Florida Statute”), for the Lots located within Phase 3, subject to the terms of this Amendment; and

**WHEREAS**, Millrose hereby joins this Amendment as the record title owner of Phase 3 of the Subdivision.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows, which terms shall be binding upon the parties and their respective successors and assigns, as may be applicable:

1. **INCORPORATION OF RECITALS.** The parties agree and confirm that the above recitals are true and correct and incorporate their terms and provisions herein for all purposes.
2. **COVENANTS OF CITY.** Subject to the terms of this Amendment, the City covenants and agrees, upon satisfaction of all other permitting requirements, it will issue building permits for the construction of residences, in accordance with Florida Statutes, for the Lots located in Phase 3 of the Subdivision, and will make all customary building inspections during the construction thereof, but the City will be authorized to withhold the issuance of certificates of occupancy for building structures constructed on Lots until (i) all supporting improvements for the Lots have been constructed and approved by the City; and (ii) the final Phase 3 Plat has been recorded.
3. **PHASE 3 BUILDING PERMITS.** The City shall cause the immediate issuance of building permits for the construction of residences for the Lots located within Phase 3 upon the Developer's satisfaction of the following conditions:
  - 3.1 **Cost Estimate.** Developer will submit to the City, and the City will review and approve, a "*Cost Estimate*" for the Phase 3 Improvements prepared by the Developer's Engineer.
  - 3.2 **Letter of Credit.** The Developer shall cause the Letter of Credit to be issued to the City, which shall be in the amount of one hundred twenty percent (130%) of the approved Cost Estimate, guaranteeing to the City the performance of the Developer's obligations with respect to the Improvements within Phase 3, as required by the Developer's Agreement (as applicable) and by this Amendment.
4. **INDEMNITY.** The Developer hereby agrees to indemnify and hold City harmless from any and all losses, claims, damages, expenses, judgments, litigation expenses, attorneys' fees or other liabilities of any nature incurred by the City as a result of this Agreement by the City to issue building or development permits for Phase 3 pursuant to this Amendment. This grant of indemnity will expressly survive the termination of the Developer's Agreement and the acceptance and recording of the Phase 3 Plat.
5. **RATIFICATION.** Except as expressly set forth herein, the Original Agreement is not amended or modified. All references in the agreement to such agreement shall be deemed to refer to such agreement as amended hereby.

[Signatures on the Following Page]

IN WITNESS WHEREOF the parties hereto have executed this AMENDMENT TO DEVELOPER'S AGREEMENT on the dates below.

**AS TO CITY:**

APPROVED AS TO FORM AND  
LEGALITY:

**CITY OF OCALA, A FLORIDA MUNICIPAL  
CORPORATION**

\_\_\_\_\_  
WILLIAM E. SEXTON  
City Attorney

By: \_\_\_\_\_  
\_\_\_\_\_, President  
Ocala City Council

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

**ATTEST:**

\_\_\_\_\_  
Angel B. Jacobs, City Clerk

**STATE OF FLORIDA  
COUNTY OF MARION**

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Kristen M. Dreyer, as President of Ocala City Council, on behalf of the City of Ocala, a Florida municipal corporation.

\_\_\_\_\_  
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 blank below).

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

**AS TO THE DEVELOPER:**

**WITNESSES:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**“DEVELOPER”**

**ARMSTRONG LAND, LLC**, a Florida  
limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
\_\_\_\_\_  
Title: Vice President

Address: \_\_\_\_\_

STATE OF FLORIDA                    )  
COUNTY OF \_\_\_\_\_  )

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by  
\_\_\_\_\_, as Vice President of ARMSTRONG LAND, LLC, a Florida limited liability  
company, on behalf of the company. He/She ☐ is personally known to me or ☐ has produced  
\_\_\_\_\_ as identification.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida at Large  
Print Name \_\_\_\_\_

**JOINDER**

MILLROSE PROPERTIES FLORIDA, LLC, a Florida limited liability company (“Millrose”), does hereby join in the Amendment to Developer’s Agreement (the “Amendment”), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Millrose agrees this Joinder is for the purpose of evidencing Millrose’s acceptance of the Amendment and subjecting Phase 3 of the Subdivision to the terms of the Amendment, which shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, the undersigned, being Millrose, has hereunto set its hand this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**WITNESSES:**

**“MILLROSE”**

**MILLROSE PROPERTIES FLORIDA, LLC,**  
a Florida limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: **LENNAR HOMES, LLC**, a Florida  
limited liability company, as authorized  
attorney-in-fact under Power of Attorney  
for **MILLROSE PROPERTIES**  
**FLORIDA, LLC**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Vice President  
Address: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as Vice President of LENNAR HOMES, LLC, a Florida limited liability company, as authorized attorney-in fact under Power of Attorney for MILLROSE PROPERTIES FLORIDA, LLC, a Florida limited liability company, on behalf thereof. He/She ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC

Print Name \_\_\_\_\_

## **EXHIBIT "1"**

### **PHASE 3 LEGAL DESCRIPTION**

A PARCEL OF LAND LYING IN SECTIONS 9 AND 10, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE N.W. 1/4 OF SAID SECTION 10; THENCE ALONG THE SOUTH BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 9, N.89°28'00"W., 1,306.15 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 9; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG THE WEST BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 9, N.00°59'22"E., 1,313.05 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 9; THENCE DEPARTING SAID WEST BOUNDARY, ALONG THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, S.89°53'32"E., 1,296.49 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 10, S.89°43'39"E., 1,282.56 FEET TO THE WESTERLY BOUNDARY OF HEATH PRESERVE PHASE 1 AND 2, AS RECORDED IN PLAT BOOK 15, PAGES 135 THROUGH 145 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH BOUNDARY, ALONG SAID WESTERLY BOUNDARY THE FOLLOWING SEVENTEEN (17) COURSES: (1) S.29°52'38"W., 118.42 FEET; (2) THENCE S.17°47'45"W., 147.57 FEET; (3) THENCE S.00°55'29"E., 123.80 FEET; (4) THENCE S.01°15'45"W., 133.80 FEET; (5) THENCE N.69°14'01"W., 75.01 FEET; (6) THENCE N.66°14'33"W., 116.69 FEET; (7) THENCE S.49°50'09"W., 184.26 FEET; (8) THENCE S.25°03'36"W., 146.10 FEET; (9) THENCE S.37°06'48"W., 97.18 FEET; (10) THENCE S.00°33'34"E., 131.45 FEET; (11) THENCE S.51°18'26"W., 85.40 FEET; (12) THENCE S.62°48'08"W., 92.08 FEET; (13) THENCE S.59°16'16"W., 86.47 FEET; (14) THENCE S.66°15'56"W., 114.04 FEET; (15) THENCE S.66°49'43"W., 264.91 FEET; (16) THENCE S.45°00'00"W., 170.00 FEET; (17) THENCE S.72°56'27"W., 65.45 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 63.82 ACRES, MORE OR LESS.