

This Instrument Prepared by:
W. James Gooding III
Gilligan, Gooding, Franjola & Batsel, P.A.
1531 SE 36th Avenue
Ocala, FL 34471

Record and Return To:
City Clerk
City of Ocala
110 SE Watula Avenue
Ocala, FL 34471

DAVID R ELLSPERMANN CLERK & COMPTROLLER MARION CO
DATE: 10/05/2018 09:03:16 AM
FILE #: 2018097805 OR BK 6845 PGS 963-971
REC FEES: \$78.00 INDEX FEES: \$0.00
DDS: \$0 MDS: \$0 INT: \$0

**SEVENTH AMENDMENT TO
ACQUISITION AND REDEVELOPMENT AGREEMENT
FOR MIXED USE DEVELOPMENT**

THIS SEVENTH AMENDMENT TO ACQUISITION AND REDEVELOPMENT AGREEMENT FOR MIXED USE DEVELOPMENT (the "Seventh Amendment"), is entered into effective the date of execution by the last of the parties hereto, by and between:

- City of Ocala, a Florida municipal corporation ("City"); and
- Downtown Ocala, LLC, a Florida limited liability company ("Developer").

WHEREAS:

A. City and Developer are parties to:

- 1). An Acquisition and Redevelopment Agreement for Mixed Use Development (the "Original Agreement") as recorded in OR Book 6305, Page 1466,¹ pursuant to which, among other things, City agreed to convey the Property² to Developer so that Developer could utilize it in connection with the development of the Project.
- 2). A First Amendment to Acquisition and Redevelopment Agreement for Mixed Use Development (the "First Amendment") as recorded in OR Book 6445, Page 1557, and re-recorded in OR Book 6449, Page 527, pursuant to which certain terms and provisions of the Original Agreement were amended.
- 3). A Second Amendment to Acquisition and Redevelopment Agreement for Mixed Use Development (the "Second Amendment") as recorded in OR Book 6613, Page 1542, pursuant to which certain terms and provisions of the Original Agreement, as previously amended, were further amended.
- 4). A Third Amendment to Acquisition and Redevelopment Agreement for Mixed Use Development (the "Third Amendment") as recorded in OR Book 6676, Page 1080, pursuant to which certain terms and provisions of the Original Agreement, as previously amended, were further amended.
- 5). A Fourth Amendment to Acquisition and Redevelopment Agreement for Mixed Use Development (the "Fourth Amendment") as recorded in OR Book 6678, Page 819,

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

² Terms capitalized herein and not otherwise defined herein are defined in the Amended Agreement (as defined herein).

pursuant to which certain terms and provisions of the Original Agreement, as previously amended, were further amended.

- 6). A Fifth Amendment to Acquisition and Redevelopment Agreement for Mixed Use Development (the "Fifth Amendment") as recorded in OR Book 6715, Page 1794, pursuant to which certain terms and provisions of the Original Agreement, as previously amended, were further amended.
 - 7). A Sixth Amendment to Acquisition and Redevelopment Agreement for Mixed Use Development (the "Sixth Amendment") as recorded in OR Book 6780, Page 540, pursuant to which certain terms and provisions of the Original Agreement, as previously amended, were further amended. (The Original Agreement, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment and Sixth Amendment, is hereinafter referred to as the "Amended Agreement").
- B. Developer has requested that City convey to Developer additional real property (the "Additional Property") as described on the attached Exhibit A, to be used as part of the Project.
- C. Developer has requested an extension of time to obtain Approval for the Second Building.
- D. City and Developer now desire to further amend the Amended Agreement.

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. Additional Property.

- 1.1. All references in the Amended Agreement to "Property," shall be hereafter deemed to include the Additional Property, as described in the attached Exhibit A. By virtue of the foregoing sentence, the Property is now as described in the attached Exhibit B. City and Developer acknowledge and agree that the description of the Property, as described in the attached Exhibit B, shall prevail over any other description of the Property contained in the Amended Agreement or in the deed conveying the Property to Developer recorded in OR Book 6722, Page 1276, Public Records of Marion County, Florida; Developer disclaims any interest in any real property described in the Amended Agreement or such deed that is not described in the attached Exhibit B.
- 1.2. Developer acknowledges and agrees that it has examined the title to the Additional Property and accepts the title in its existing condition.
- 1.3. Within thirty (30) days of the date of execution of this Seventh Amendment by the last of the parties hereto:
 - 1.3.1. City shall execute and deliver to Developer a special warranty deed for the Additional Property for no additional monetary consideration.
 - 1.3.2. Developer shall pay all costs associated with the conveyance of the Additional Property including documentary excise taxes, title insurance, premiums and other charges (if any), and recording fees.

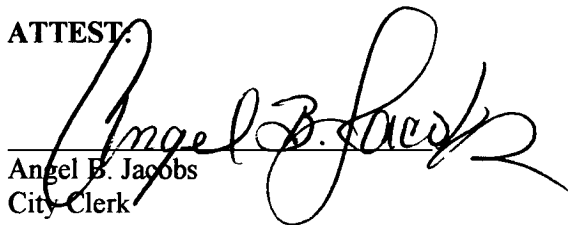
- 1.4. The Additional Property shall be developed as part of the Project pursuant to the Amended Agreement.
2. **Revised Schedule for Second Building and Hotel.** Paragraph 6.1.15. of Exhibit B to the Third Amendment, as amended by paragraph 3 of the Fourth Amendment, and as further amended (and renumbered as paragraph 6.1.14) by paragraph 3 of the Sixth Amendment, is amended to read as follows:
 - 6.1.14. Prior to January 15, 2019, Developer shall obtain Approval for the Second Building (including site plan approval and issuance of a building permit) and shall thereafter commence construction of the Second Building.
3. **Effect on Amended Agreement.** Except as expressly set forth herein, the Amended Agreement is not amended or modified. All references herein or in the Amended Agreement to “this Agreement,” “the Agreement,” or similar terms shall be deemed to refer to the Amended Agreement, and as further amended hereby:

THEREFORE, the parties have executed this Seventh Amendment effective as of the date referred to above.

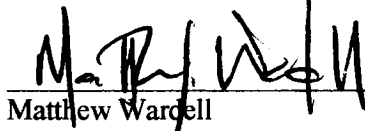
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SIGNATURES START ON NEXT PAGE**

SIGNATURE PAGE OF CITY OF OCALA
TO
SEVENTH AMENDMENT

ATTEST:

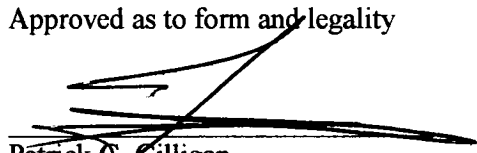

Angel B. Jacobs
City Clerk

City of Ocala, a Florida municipal corporation


Matthew Wardell
President, Ocala City Council

Date: 10/2/18

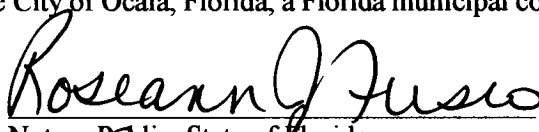
Approved as to form and legality


Patrick G. Gilligan
City Attorney



STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this October 2, 2018, by Matthew Wardell, as City Council President of the City of Ocala, Florida, a Florida municipal corporation, on behalf of the City.


Notary Public, State of Florida

Name: Roseann J. Fusco
(Please print or type)

Commission Number:
Commission Expires:



ROSEANN J. FUSCO
MY COMMISSION # FF 238813
EXPIRES: July 30, 2019
Bonded Thru Budget Notary Services

Notary: Check one of the following:

☒ Personally known OR
☐ Produced Identification (if this box is checked, fill in blank below).

Type of Identification Produced: _____

ACCEPTED BY CITY COUNCIL

October 2, 2018
DATE

OFFICE OF THE CITY CLERK

SIGNATURE PAGE OF DOWNTOWN OCALA, LLC
TO
SEVENTH AMENDMENT

AS TO DEVELOPER

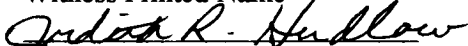
Downtown Ocala, LLC, a Florida limited liability company



Witness Signature

Manisha Gaekwad

Witness Printed Name



Witness Signature

Judith R. Hudlow

Witness Printed Name

By:



Digvijay Gaekwad as Manager

Date:

Sept. 26, 2018

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this September 26, 2018, by Digvijay Gaekwad, as Manager of Downtown Ocala, LLC, a Florida limited liability company, on behalf of the company.



Notary Public

Name: Judith R. Hudlow

(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: _____

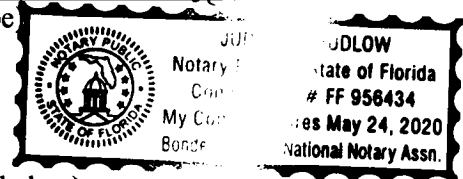
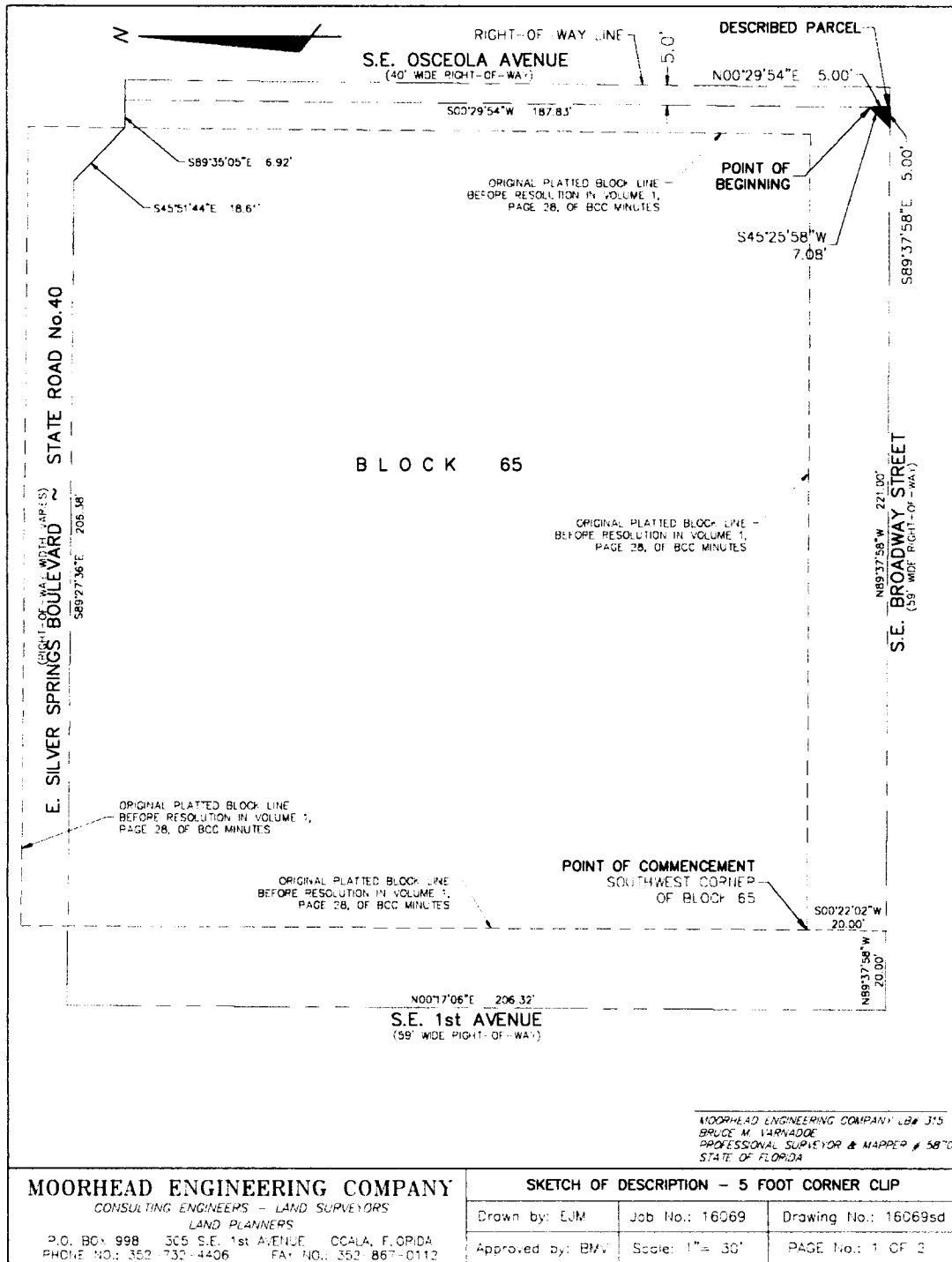


EXHIBIT A ADDITIONAL PROPERTY



SKETCH IS NOT TO SCALE IN THIS SEVENTH AMENDMENT

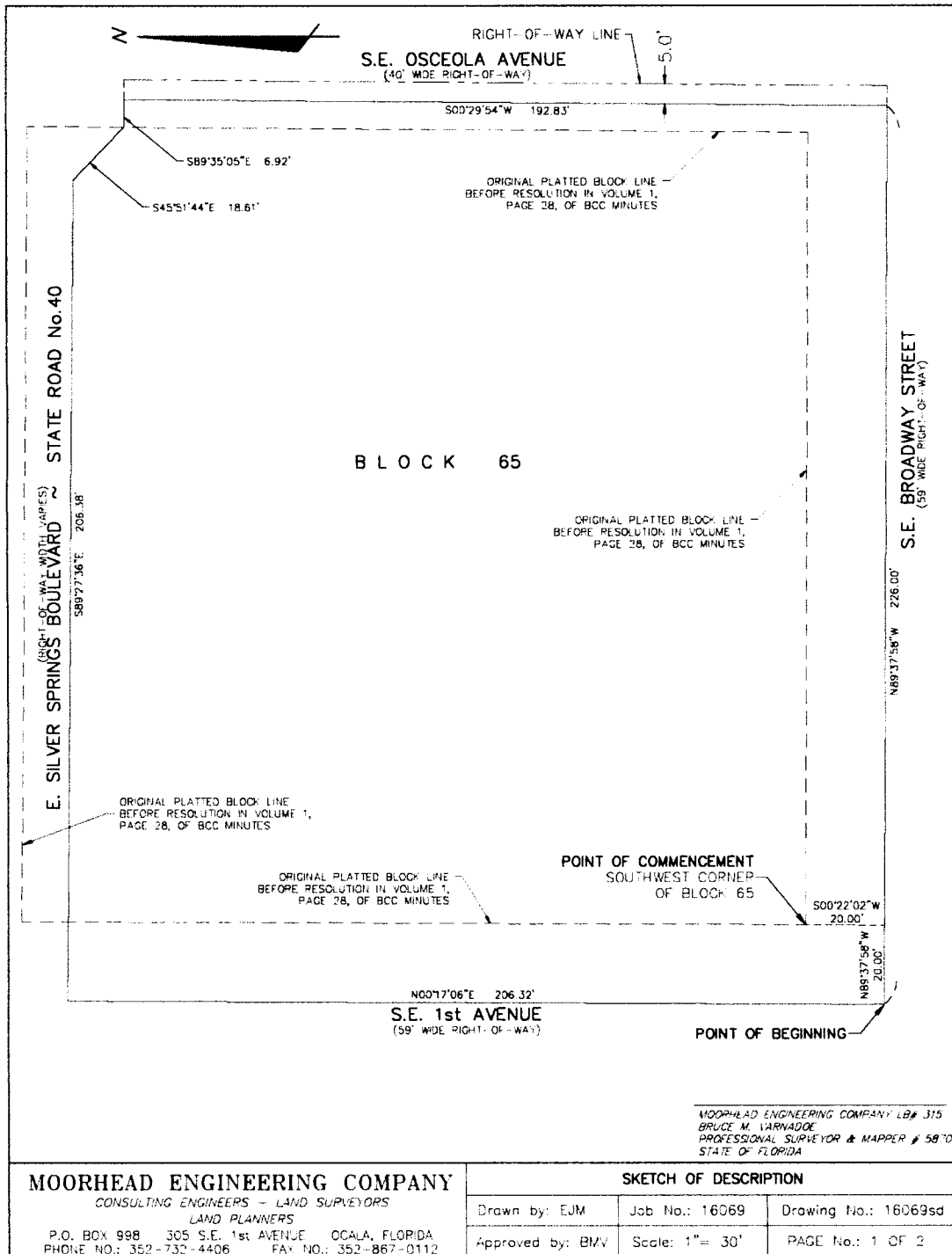
LEGAL DESCRIPTION FOR 5 FOOT CORNER CLIP AT THE SOUTHEAST CORNER OF BLOCK 65, OLD SURVEY OF OCALA:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF BLOCK 65, AS ORIGINALLY PLATTED (BEFORE THE RESIZING PURSUANT TO THE RESOLUTION ADOPTED BY THE MARION COUNTY BOARD OF COUNTY COMMISIONERS ON APRIL 6, 1847, AND RECORDED IN VOLUME 1, PAGE 28, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA) THENCE RUN S 00°22'02" W, ALONG THE SOUTHERLY EXTENSION OF THE ORIGINAL WEST LINE OF BLOCK 65, A DISTANCE OF 20.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF S.E. BROADWAY STREET, SAID LINE ALSO BEING THE SOUTH LINE OF BLOCK 65; THENCE N 89°37'58" W, ALONG SAID LINE A DISTANCE OF 20.00 FEET TO THE SOUTHWEST CORNER OF BLOCK 65; THENCE RUN N 00°17'06" E, ALONG THE WEST LINE OF BLOCK 65, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF S.E. 1ST AVENUE A DISTANCE OF 206.32 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 40 (EAST SILVER SPRINGS BOULEVARD); THENCE ALONG SAID RIGHT-OF-WAY LINE RUN S 89°27'36" E, A DISTANCE OF 206.38 FEET; THENCE S.45°51'44"E. A DISTANCE OF 18.61 FEET; THENCE S.89°35'05"E. A DISTANCE OF 6.92 FEET TO A POINT ON A LINE THAT IS 5.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF BLOCK 65; THENCE S.00°29'54"W. ALONG SAID PARALLEL LINE A DISTANCE OF 187.83 FEET AND THE POINT OF BEGINNING: THENCE S.45°25'58"W. A DISTANCE OF 7.08 FEET TO THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF S.E. BROADWAY STREET ALSO BEING THE SOUTH LINE OF BLOCK 65; THENCE S.89°37'58"E. A DISTANCE OF 5.00 FEET; THENCE N.00°29'54"E. A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.5 SQUARE FEET.

MOORHEAD ENGINEERING COMPANY		SKETCH OF DESCRIPTION - 5 FOOT CORNER CLIP		
CONSULTING ENGINEERS - LAND SURVEYORS LAND PLANNERS		Drawn by: EJM	Job No.: 16069	Drawing No.: 16069sd
P.O. BOX 998 305 S.E. 1st AVENUE OCALA, FLORIDA PHONE NO.: 352-732-4406 FAX NO.: 352-867-0112		Approved by: BMV	Scale: 1"= 30'	PAGE No.: 2 OF 2

**EXHIBIT B
PROPERTY (AS AMENDED)**



SKETCH IS NOT TO SCALE IN THIS SEVENTH AMENDMENT

LEGAL DESCRIPTION:

A PORTION OF BLOCK 65, OLD SURVEY OF OCALA, AS RECORDED IN PLAT BOOK E, PAGE 1, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; AS SUCH BLOCK WAS AFFECTED BY A RESOLUTION PASSED BY THE BOARD OF COMMISSIONERS OF MARION COUNTY, FLORIDA, AT A MEETING DATED APRIL 6, 1847, AND RECORDED IN VOLUME 1, PAGE 28, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA (IN WHICH SAID RESOLUTION RESIZED THE DIMENSIONS OF CITY BLOCKS SHOWN ON THE ABOVE MENTIONED PLAT); LESS THAT PORTION THEREOF LYING WITHIN THE RIGHT-OF-WAY OF STATE ROAD NUMBER 40 (SILVER SPRINGS BOULEVARD) AS DESCRIBED IN OFFICIAL RECORD BOOK 367, PAGE 453 AND OFFICIAL RECORD BOOK 374, PAGE 161, PUBLIC RECORDS OF MARION COUNTY, FLORIDA; AND LESS THE EAST 5.00 FEET THEREOF

THE FOREGOING ALSO DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF BLOCK 65, AS ORIGINALLY PLATTED (BEFORE THE RESIZING PURSUANT TO THE AFOREMENTIONED RESOLUTION) THENCE RUN S 00°22'02" W, ALONG THE SOUTHERLY EXTENSION OF THE ORIGINAL WEST LINE OF BLOCK 65, A DISTANCE OF 20.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF S.E. BROADWAY STREET, SAID LINE ALSO BEING THE SOUTH LINE OF BLOCK 65; THENCE N 89°37'58" W, ALONG SAID LINE A DISTANCE OF 20.00 FEET TO THE SOUTHWEST CORNER OF BLOCK 65 AND THE POINT OF BEGINNING; THENCE RUN N 00°17'06" E, ALONG THE WEST LINE OF BLOCK 65, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF S.E. 1ST AVENUE A DISTANCE OF 206.32 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 40 (EAST SILVER SPRINGS BOULEVARD); THENCE ALONG SAID RIGHT-OF-WAY LINE RUN S 89°27'36" E, A DISTANCE OF 206.38 FEET; THENCE S.45°51'44"E. A DISTANCE OF 18.61 FEET; THENCE S.89°35'05"E. A DISTANCE OF 6.92 FEET TO A POINT ON A LINE THAT IS 5.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF BLOCK 65; THENCE S.00°29'54"W. ALONG SAID PARALLEL LINE A DISTANCE OF 192.83 FEET TO THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF S.E. BROADWAY STREET ALSO BEING THE SOUTH LINE OF BLOCK 65; THENCE N.89°37'58"W. A DISTANCE OF 226.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.07 ACRES.

MOORHEAD ENGINEERING COMPANY CONSULTING ENGINEERS - LAND SURVEYORS LAND PLANNERS P.O. BOX 998 305 S.E. 1st AVENUE OCALA, FLORIDA PHONE NO.: 352-732-4406 FAX NO.: 352-867-0112	SKETCH OF DESCRIPTION		
	Drawn by: EJM	Job No.: 16069	Drawing No.: 16069sd
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