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DATE: 04/09/2021 01:20:37 PM

FILE #: 2021046737 OR BK 7431 PGS 753-757

REC FEES: \$44.00 INDEX FEES: \$0.00

DDS: \$0 MDS: \$0 INT: \$0

This Instrument Prepared by:  
W. James Gooding III  
Gilligan, Gooding, Batsel & Anderson, 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

## **TENTH AMENDMENT TO ACQUISITION AND REDEVELOPMENT AGREEMENT FOR MIXED USE DEVELOPMENT**

**THIS TENTH AMENDMENT TO ACQUISITION AND REDEVELOPMENT AGREEMENT FOR MIXED USE DEVELOPMENT** (the "Tenth 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,<sup>1</sup> pursuant to which, among other things, City agreed to convey the Property<sup>2</sup> to Developer so that Developer could utilize it in connection with the development of the Project.
- 2). The following amendments (each an "Amendment," and collectively, the "Amendments") to the Original Agreement.
  - i) 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.
  - ii) A Second Amendment to Acquisition and Redevelopment Agreement for Mixed Use Development (the "Second Amendment") as recorded in OR Book 6613, Page 1542.
  - iii) A Third Amendment to Acquisition and Redevelopment Agreement for Mixed Use Development (the "Third Amendment") as recorded in OR Book 6676, Page 1080.

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<sup>1</sup> All recording references refer to the Public Records of Marion County, Florida

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

- iv) A Fourth Amendment to Acquisition and Redevelopment Agreement for Mixed Use Development (the "Fourth Amendment") as recorded in OR Book 6678, Page 819.
- v) A Fifth Amendment to Acquisition and Redevelopment Agreement for Mixed Use Development (the "Fifth Amendment") as recorded in OR Book 6715, Page 1794.
- vi) A Sixth Amendment to Acquisition and Redevelopment Agreement for Mixed Use Development (the "Sixth Amendment") as recorded in OR Book 6780, Page 540.
- vii) A Seventh Amendment to Acquisition and Redevelopment Agreement for Mixed Use Development (the "Seventh Amendment") as recorded in OR Book 6845, Page 963.
- viii) An Eighth Amendment to Acquisition and Redevelopment Agreement for Mixed Use Development (the "Eighth Amendment") as recorded in OR Book 7189, Page 1046.
- ix) A Ninth Amendment to Acquisition and Redevelopment Agreement for Mixed Use Development (the "Ninth Amendment") as recorded in OR Book 7221, Page 1510.

B. (The Original Agreement, as amended by the Amendments, is hereinafter referred to as the "Amended Agreement").

C. City and Developer desire to further amend the Amended Agreement to revise the number of dedicated parking spaces for the Hotel per floor in the parking garage and as otherwise 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:

1. **Dedicated Spaces.** Paragraph 4.3.2 of the Original Agreement, as amended by the Amendments (most recently the Eighth Amendment) is hereby amended to read as follows:

- 4.3.2 City shall dedicate and reserve one hundred twenty (120) parking spaces (the "Dedicated Spaces") for the Hotel. The Dedicated Spaces shall be located as follows:

  - 4.3.2.1. 39 of the Dedicated Spaces shall be located on the West side of the first floor.
  - 4.3.2.2. 41 of the Dedicated Spaces shall be located on the West side of the second floor.
  - 4.3.2.3. 40 of the Dedicated Spaces shall be located on the West side of the uncovered top floor of the Parking Garage.
  - 4.3.2.4 If mutually agreed upon by the City and Developer, the number of Dedicated Spaces per floor may be redistributed between floors to ensure maximum safety and the most efficient traffic flow. By approving this Tenth

Amendment, City Council authorized the City Manager or its written designee to make such decision on behalf of City.

2. **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 Tenth Amendment effective as of the date referred to above.

**THIS PART OF PAGE INTENTIONALLY LEFT BLANK SIGNATURES START ON NEXT  
PAGE**

**SIGNATURE PAGE OF DOWNTOWN OCALA, LLC  
TO  
TENTH AMENDMENT**

Roseann J. Fusco  
Witness

Roseann J. Fusco  
Print Witness Name

[Signature]  
Witness

AMEA A. OMICHINSKY  
Print Witness Name

**ATTEST:**

Angel B. Jacobs  
Angel B. Jacobs  
City Clerk

Approved as to Form and Legality

[Signature]  
Robert W. Batsel  
Assistant City Attorney

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2 day of April, 2021, by Justin Grabelle, as City Council President of City of Ocala, Florida, a Florida municipal corporation, on behalf of City.

Roseann J. Fusco  
Notary Public, State of Florida  
Name: Roseann J. Fusco  
(Please print or type)

Commission Number:  
Commission Expires:



ROSEANN J. FUSCO  
Commission # GG 326407  
Expires July 30, 2023  
Bonded Thru Budget Notary Services

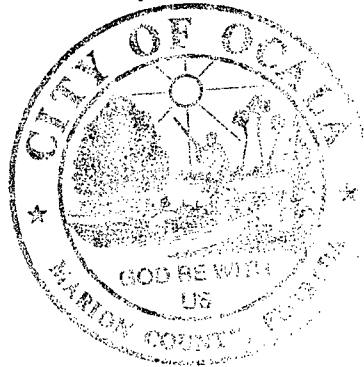
**Notary: Check one of the following:**

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

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

City of Ocala, a Florida municipal corporation

[Signature]  
Justin Grabelle  
President, Ocala City Council



ACCEPTED BY CITY COUNCIL  
December 1, 2020  
OFFICE OF THE CITY CLERK <sup>8C</sup>

**SIGNATURE PAGE OF DOWNTOWN OCALA, LLC  
TO  
TENTH AMENDMENT**

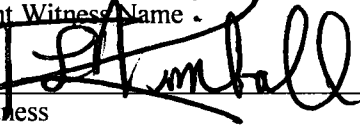
**AS TO THE DEVELOPER**

Downtown Ocala, LLC, a Florida limited liability company

By:   
Digvijay Gaekwad as Manager

  
Witness

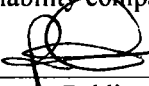
Pamela Omichinski  
Print Witness Name

  
Witness

TL Kimball  
Print Witness Name

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26 day of March, 2021, by Digvijay Gaekwad, as Manager of Downtown Ocala, LLC, a Florida limited liability company, on behalf of the company.

  
Notary Public, State of Florida  
Name: PAMELA A. OMICHINSKI  
(Please print or type)

Commission Number:  
Commission Expires:



PAMELAA OMICHINSKI  
Commission # GG 324411  
Expires April 16, 2023  
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: FLDL