

**This Instrument Prepared by and Record and Return to:**

**Hill Ward Henderson  
101 W. Kennedy Boulevard  
Suite 3700  
Tampa, Florida 33602  
Attn: Jon Jennewein, Esq.**

**DEVELOPMENT AGREEMENT  
FOR SE 52<sup>nd</sup> STREET AT US 301 C-STORE**

THIS DEVELOPMENT AGREEMENT FOR SE 52<sup>nd</sup> STREET AT US 301 C-STORE (this "Agreement"), is executed as of \_\_\_\_\_, 2025 (the "Effective Date"), by and between:

- Marion County, Florida, a political subdivision of the State of Florida ("County"); and
- WPG-Triple Crown, L.L.C., a Florida limited liability company ("Developer").

**WHEREAS:**

- A. Developer owns the Property located in Marion County, Florida (all capitalized terms not otherwise defined herein shall have the meanings set forth in paragraph 1 below).
- B. Developer intends to develop the Property as a convenience store (the "C-Store") and as another future commercial use located adjacent to the C-Store (the "Outparcel").
- C. Kimley-Horn and Associates, Inc. ("Kimley-Horn") has prepared a Traffic Study on behalf of Developer concerning the effect, on Transportation Facilities, of the development of the Property.
- D. Developer and County have agreed that Proportionate Share Mitigation by Developer shall be paid to mitigate the impact on Transportation Facilities caused by future development of the Property, as well as to enhance County's transportation network.
- E. Section 1.8.6.D(2)(a)3. of the County Concurrency Management System provides that, if there is not adequate available capacity in one or more Transportation Facilities, a person may enter into a development agreement with the County which may include methods to provide the development's "proportionate share of additional capacity via proportionate share payments and/or improvements which eliminate and/or mitigate the development's proportionate share of deficiencies prior to the development project's impact, consistent with Ch. 163 F.S."
- F. County will be entitled to reimbursement from the Developer for the Developer's proportionate share of the cost of the Roadway Improvements as described below.
- G. The plans for the Roadway Improvements were approved by the County on May 1, 2024.
- H. Developer and County are entering into this Agreement pursuant to the above recitals.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein (which are incorporated herein by reference), 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. **Definitions.** In addition to any other terms which may be specifically defined elsewhere in this Agreement, for the purposes of this Agreement the following terms shall have the following meanings:
  - 1.1. *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.
  - 1.2. *County LDC* – The “Marion County Land Development Code” as codified through Ordinance No. 23-27, adopted September 21, 2023, as same may be subsequently amended, modified or supplemented.
  - 1.3. *Credits* – Credit against Proportionate Share Obligations, as same may be set forth in this Agreement.
  - 1.4. *Deficient Facilities* – One or more Transportation Facilities for which capacity is inadequate (i.e., the Transportation Facilities will be operating at less than the adopted Level of Service (“LOS”) for such Transportation Facilities), as determined by the Traffic Study as of buildout of the Property, other than Transportation Facilities for which capacity is inadequate prior to development of the Property.
  - 1.5. *Governmental Authority* – Any governmental entity, agency, department, bureau, division, or other representative of any governmental entity which has jurisdiction, permitting authority, or the authority to issue authorizations or approvals regarding development or usage of the Property or any Parcel thereof, and all Roadway Improvements which are the subject of this Agreement.
  - 1.6. *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 June 15, 2024, is August 15, 2024. 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, 2024, is June 30, 2024.
  - 1.7. *Party or Parties* – As applicable, either Developer or County or both Developer and County.
  - 1.8. *Plans* – The plans and specifications for the construction of the Roadway Improvements as approved by County and/or all other Governmental Authorities with jurisdiction thereover, identified as AR# 30965 in the Marion County e-plans system, and attached as **Exhibit B.**
  - 1.9. *Project Engineer* – The engineering firm or firms retained by Developer to design and permit the Roadway Improvements. As of the Effective Date, Kimley-Horn is the Project Engineer.

- 1.10. *Property* – The real property owned by Developer located in Marion County, Florida, upon which Developer intends to build a convenience store and other commercial use as described on the attached **Exhibit A**.
- 1.11. *Proportionate Share Mitigation* - The payments to be made by Developer pursuant to paragraph 5.
- 1.12. *Trips* – The number of Trips reserved by Developer as set forth in paragraph 6.1.
- 1.13. *Roadway Improvements* - The design under AR# 30965, permitting, and construction of the widening of that portion of SE 52<sup>nd</sup> Street that is currently two-lane to a three-lane roadway section with an east bound left turn lane; and procurement of all necessary approvals or permits from all applicable Governmental Authorities. This term shall also apply to all actions to be undertaken by Developer and County pursuant to the terms of this Agreement or any amendment or supplement thereto.
- 1.14. *Traffic Study* – The Traffic Study prepared by Kimley-Horn regarding the Property (identified in the Traffic Study as “SE 52 ST AT US 301 C-STORE” and having Project #2016030064) dated May 2023, assessing the impact on Transportation Facilities of the development of the Property. The Traffic Study was developed pursuant to a methodology approved by County and the Traffic Study has been reviewed, approved and accepted by County. The contents of the Traffic Study are, by this reference, incorporated into this Agreement.
- 1.15. *Transportation Facilities* - All public roads, streets or highways (collectively the “Roadway Segments”), and intersections (“Intersections”) studied pursuant to the Traffic Study.

2. **Representations and Warranties.** As a material inducement to the Parties to enter into this Agreement, each Party makes the following representations and warranties to the other Party to this Agreement:

- 2.1. **Developer’s Representations and Warranties.** Developer represents and warrants to County that:
  - 2.1.1. Developer is a validly organized and existing limited liability company, in good standing under the laws of the State of Florida, authorized to transact business in the State of Florida.
  - 2.1.2. Developer is the owner of the Property.
  - 2.1.3. Developer has the authority to enter into this Agreement.
  - 2.1.4. Developer has taken all prerequisite actions necessary for the execution and delivery of this Agreement, and upon the execution and delivery of this Agreement by Developer the obligations of Developer hereunder shall be valid and binding obligations of Developer.
  - 2.1.5. The individual executing this Agreement on behalf of Developer or its duly authorized representative for Developer, is authorized to execute this Agreement.

- 2.1.6. The execution and delivery of this Agreement is not in contravention with, or prohibited by, the terms and provisions of any agreement, covenant, court order, judgment, or the governing documents of Developer.
  - 2.2. County Representations and Warranties. County represents and warrants to Developer that:
    - 2.2.1. Developer will be entitled to reserve the Trips as set forth in paragraph 6.1.
    - 2.2.2. The actions by County hereunder are consistent with the terms and provisions of the County's Comprehensive Plan, the County Code and the County LDC.
    - 2.2.3. County has taken all prerequisite actions necessary to the execution and delivery of this Agreement, including but not limited to the necessary public hearings, providing proper notice of the public hearings, and the conducting of public hearings related thereto.
    - 2.2.4. Upon the execution and delivery of this Agreement by County, the obligations of County shall be valid and binding obligations of County.
    - 2.2.5. Execution and delivery of this Agreement is not in contravention with, or prohibited by, the terms and provisions of the County LDC nor any agreement, covenant, court order or judgment to which County is a party.
3. **Traffic Study.** The Traffic Study has been: (a) prepared in accordance with a methodology agreed to by County, and (b) reviewed, approved and accepted by County on June 12, 2023, pursuant to that certain Traffic Study Approval Letter dated June 12, 2023, and bearing Project Name: SE 52 ST AT US 301 C-Store and Project #2016030064. The Traffic Study evaluates long-term transportation needs within the agreed study area described therein. The Traffic Study projects impact on off-site public Transportation Facilities resulting from the development of the Property through full build-out of the Property.
4. **County's Construction of the Roadway Improvements.**
  - 4.1. Generally. County shall construct the Roadway Improvements, at County's sole expense, but subject to the Proportionate Share Mitigation as set forth in this Agreement. The Parties agree and acknowledge that Developer is not required to perform any additional traffic analysis as it relates to the development of the C-Store. Nothing contained herein shall prevent the County from requiring an updated and/or additional traffic study or traffic analysis (collectively, the "Additional Traffic Studies") as a condition to the development of the Outparcel and/or to require additional improvements (the "Additional Improvements") to the roadways as a condition thereof; provided, however, that in no event shall such Additional Improvements be required unless such Additional Traffic Studies show an increase in the number of Trips (as same is set forth in Section 6.1).
  - 4.2. Design. Developer has completed the Plans for the Roadway Improvements. The County agrees that the cost of the Plans shall be a Credit against Developer's Proportionate Share.

5. **Proportionate Share Mitigation.**

- 5.1. The Traffic Study identified Roadway Segments and Intersections which are projected to constitute Deficient Facilities on the build-out of the Property or other improvements necessary to benefit the County Transportation System (i.e., the Roadway Improvements).
- 5.2. Specifically, the Traffic Study identified the following Transportation Facilities that constitute Deficient Facilities that would ordinarily be mitigated through payment of money: A portion of SE 52<sup>nd</sup> Street adjacent to Developer's Property is currently deficient, creating the need for widening and expansion by way of an eastbound left turn lane.
- 5.3. Under the provisions of Sections 163.3180, Florida Statutes and Section 1.8.7.B.(2) of the County CMS, an acceptable method for Developer to mitigate transportation impacts is to pay Proportionate Share Mitigation pursuant this Agreement. Attached hereto as **Exhibit C** is a spreadsheet that County and Developer agree accurately calculates Developer's Proportionate Share Mitigation payment due to mitigate the Deficient Facilities referred to in paragraph 5.2, such amount being [\$32,941.14]. Within thirty (30) days of the approval of this Agreement by the Marion County Board of Commissioners, Developer shall pay its Proportionate Share Mitigation payment less any Credits as provided hereunder. Such payment shall be made by check and delivered to the Office of the County Engineer, 412 SE 25<sup>th</sup> Avenue, Ocala, Florida 34471.

6. **Capacity Reservations.**

- 6.1. **Reservation of Capacity.** In consideration for payment by Developer of the Proportionate Share Mitigation, there is reserved in favor of Developer and for the benefit of the Property, Trips in the amount of 3,538 net new daily trips (the "Daily Trips"); 336 A.M. peak hour net new trips (the "Morning Peak Trips") and 214 P.M. peak hour net new trips (the "Evening Peak Trips"). The Daily Trips, Morning Peak Trips and Evening Peak Trips are collectively referred to herein as the "Trips".
- 6.2. **Concurrency Determination.** Execution of this Agreement by both parties shall constitute the County's formal concurrency determination and certification for the Project, in accordance with the procedures of the County's Concurrency Management System (as established pursuant to Section 1.8.1 of the County LDC). No separate concurrency certificate shall be required.
- 6.3. **Capacity Reservation Fees.** Developer and County agree that the traffic study performed for and accepted by the County, allows for any remaining land that might be available after development of the convenience store to become eligible for any remaining trips that would be available in the future, when and if the remaining land is developed. Developer is not reserving capacity; however, it is understood that the remaining land has been accounted for and the Roadway Improvements have been designed to allow for maximum capacity.

7. **Maintenance.** Following construction of the Roadway Improvements:
- 7.1. County shall maintain all of the Roadway Improvements other than the Stormwater Management Facilities into which stormwater from the Roadway Improvements is conveyed.
- 7.2. Developer shall maintain the Stormwater Management Facilities from which stormwater from the Roadway Improvements is conveyed.
8. **General Provisions.**
- 8.1. **Notices.**
- 8.1.1. All notices, requests, consents and other communications (each a "Communication") required or permitted under this Agreement 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 9:
- 8.1.1.1. If to County: County Engineer Steven Cohoon, 412 SE 25th Avenue, Ocala, FL 34471; email: [steven.cohoon@marionfl.org](mailto:steven.cohoon@marionfl.org).
- With a copy to: Assistant County Administrator Tracy Straub, P.E., 601 SE 25th Avenue, Ocala, FL 34471; email: [tracy.straub@marionfl.org](mailto:tracy.straub@marionfl.org).
- With a copy to: County Attorney Matthew Guy Minter, 601 SE 25th Avenue, Ocala, FL 34471; email: [matthew.minter@marionfl.org](mailto:matthew.minter@marionfl.org).
- 8.1.1.2. If to Developer: Attn: Michael T Wagner, 4211 W Boy Scout Blvd, Suite 620, Tampa, FL 33607; email: [mwagner@wagspg.com](mailto:mwagner@wagspg.com).
- With a copy to: Jameson Frederick, Kimley-Horn and Associates, Inc. 1700 SE 17th Street, Suite 200, Ocala, FL 34471; email: [jameson.frederick@kimley-horn.com](mailto:jameson.frederick@kimley-horn.com).
- With a copy to: Jon Jennewein, Hill Ward Henderson, 101 E Kennedy Blvd, Suite 3700, Tampa, FL 33602, email: [jon.jennewein@hwhlaw.com](mailto:jon.jennewein@hwhlaw.com).
- 8.1.2. Each such Communication shall be deemed delivered:
- 8.1.2.1. On the date of delivery if by personal delivery with signed receipt thereof;
- 8.1.2.2. On the date of email transmission if by email (subject to paragraph 9.1.5); and

- 8.1.2.3. 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.
    - 8.1.2.4. 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.
  - 8.1.3. 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.
  - 8.1.4. 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.
  - 8.1.5. Concerning Communications sent by email:
    - 8.1.5.1. 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;
    - 8.1.5.2. 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;
    - 8.1.5.3. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.
    - 8.1.5.4. 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
    - 8.1.5.5. The sender shall maintain the digital copy of the email in its email system for a period of no less than one year after it was sent.
- 8.2. Negation of Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership by or among Developer or the County in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprises. Each Party shall be considered a separate Party, no Party shall have the right to act as an agent for another Party unless expressly authorized to do so in this Agreement.
- 8.3. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public, or for any public use or purpose whatsoever. Any portion of the Property which may, under the terms of this Agreement, later may be designated for public use or purposes shall be conveyed by Developer to County, as applicable. Except as herein specifically provided no right, privileges or immunities of any Party hereto shall inure to the benefit of any third party,

nor shall any third party be deemed to be a beneficiary of any of the provisions contained in this Agreement.

8.4. Default Provisions. Failure of the Developer to timely remit the Proportionate Share Mitigation payment as required in Section 5 of this Agreement shall constitute a default. Upon written notice from the County, the Developer shall have thirty (30) days to cure such default by making the required payment in full. If the default is not cured within that period, the County may withhold or suspend the issuance of any development permits or authorizations for the Property and may pursue any other remedies available at law or in equity. No other act or omission by either party shall constitute a default under this Agreement.

8.5. Estoppel Statements. Each Party agrees that upon written request from time to time of any other Party it will timely issue to a current or prospective lender to such Party, or to a current or prospective purchaser or successor party to such other Party, or to another governmental entity requesting or requiring the same, an estoppel statement ("Estoppel Statement").

8.5.1. The Estoppel Statement shall provide the following:

8.5.1.1. Whether the Party to whom the request has been directed knows of any default by any Party under this Agreement, and if there are known defaults, specifying the nature thereof.

8.5.1.2. Whether this Agreement has been assigned, modified or amended in any way by such Party (and if it has, stating the nature thereof).

8.5.1.3. That to the best of the requested Party's knowledge this Agreement, as of the Estoppel Statement date, is in full force and effect.

8.5.1.4. That (if known by the requested Party, if not known by the requested Party that Party shall reply only with respect to any monies owed to it) to the best of the requested Party's knowledge there are not any monies currently owed by any Party to another Party under the terms of this Agreement, or if there are monies owed, the amount and details of all monies owed.

8.5.1.5. That, as to the Project or as to a specific parcel therein (as applicable, based upon the request) there are no moratoriums or suspensions of the right to procure Development Orders, Building Permits, or Certificate of Occupancy or other development approvals in effect as of the date of the Estoppel Statement.

8.5.2. Such Estoppel Statement shall act as a waiver of any claim by the Party furnishing it to the extent such claim is based on facts contrary to those asserted against a bona fide mortgagee or purchaser for value without knowledge of facts to the contrary of those contained in the Estoppel Certificate who has acted in reasonable reliance upon the statement; however, such statement shall in no event subject the Party furnishing it to any liability whatsoever, notwithstanding the negligent or other inadvertent failure of such Party to disclose correct and/or relevant information.

The Estoppel Statement shall be provided at no charge to the requesting party except that County may charge a reasonable fee (currently established at \$300.00) if Developer or a Subsequent Owner requests an Estoppel Statement more than once per calendar year.

- 8.6. Litigation. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable fees and costs incurred with respect to such litigation, including reasonable attorneys' fees, and including reimbursement for such reasonable attorneys' fees and costs incurred with respect to any appellate or post-judgment proceedings related thereto.
- 8.7. Binding Effect. The parties to this Agreement represent to each other that each party fully understands the facts surrounding this Agreement and each is signing this Agreement fully and voluntarily, intending to be bound by it. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective spouses, heirs, executors, administrators and assigns. There are no representations or warranties other than those set forth herein.
- 8.8. Headings. The headings contained within this Agreement are for identification purposes only, and shall not be construed to amend, modify, or alter the terms of the Agreement.
- 8.9. Severability. Except as otherwise set forth herein, in the event any provision or section of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the enforceability or the validity of the remaining provisions of this Agreement.
- 8.10. Survival of Representations and Warranties. All representations and warranties contained herein are made in writing by the Parties in connection herewith shall survive the execution and delivery of this Agreement.
- 8.11. Successors and Assigns.
- 8.11.1. All covenants and agreements in this Agreement made by or on behalf of any parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto, whether so expressed or not.
- 8.11.2. Upon a sale or other transfer of a Parcel or a portion thereof, the terms and provisions of this Agreement, as applicable, shall remain in full force and effect as to the Parcel or a portion of the Parcel.
- 8.12. Applicable Law. This Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida. The venue for any legal proceeding arising out of this Agreement shall be Marion County, Florida.
- 8.13. Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.
- 8.14. Amendment of Agreement. This Agreement cannot be changed, modified or released orally, but only by an agreement in writing signed by the parties against whom enforcement of said change, modification or discharge is sought.

8.15. Rules of Construction. For the purposes of the interpretation, construction, administration, and implementation of this Agreement, unless otherwise stated in this Agreement or the context clearly indicates to the contrary, the following rules of construction shall apply:

8.15.1. Any pronoun used herein shall include the corresponding masculine, feminine and neuter forms.

8.15.2. All definitions in this Agreement shall apply equally to both the singular and plural forms of the nouns defined, to the present, future and past tenses of verbs defined, and to all derivatives of defined terms.

8.15.3. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.”

8.15.4. The words “herein,” “hereof,” “hereunder,” and similar terms shall refer to this Agreement.

8.15.5. A reference to an Article, paragraph, subparagraph, or other subpart of this Agreement, shall include all paragraphs, subparagraphs, and subparts under the referenced part.

8.15.6. Where a provision involves two or more items, conditions, provisions, or events connected by the conjunction “and,” “or” or “either or,” the conjunction shall be interpreted as follows: “and” indicates that all the connected terms shall apply; “or” indicates that the connected terms may apply singly or in any combination; and “either or,” indicates that only one of the connected terms may apply.

8.16. Time.

8.16.1. Time is of the essence of all of the provisions and terms of this Agreement.

8.16.2. If a time period is five (5) days or less, intervening Saturdays, Sundays or legal holidays will be excluded from the calculation.

8.16.3. When any time period specified herein falls or ends upon a Saturday, Sunday or legal holiday, the time period shall automatically extend to 5:00 p.m. on the next ensuing business day.

8.16.4. For purposes of this Agreement, “legal holiday” means: (a) the day set aside by Section 110.117, Florida Statutes, for observing New Year’s Day, Martin Luther King, Jr.’s Birthday, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day or Christmas Day; (b) the Friday after Thanksgiving; (c) Christmas Eve; (d) if Christmas is on weekend, the Monday after Christmas Day; and (e) any other day upon which the Clerk of the Court of Marion County, Florida, is closed for ordinary business.

8.17. Exhibits. The Exhibits attached to this Agreement are as follows:

8.17.1. Exhibit A- Property;

8.17.2. Exhibit B- Plans; and

8.17.3. Exhibit C- Proportionate Share Analysis.

8.18. Effective Date. This Agreement shall become effective upon the recording of the fully executed Agreement in the Public Records of Marion County, Florida, as set forth in Section 163.3239, Florida Statutes.

8.19. Entire Understanding. This Agreement represents the entire understanding and Agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties. The provisions of this Agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this Agreement signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought.

**THEREFORE**, the Parties have executed this Agreement as of the Effective Date shown above.

**ATTEST:**

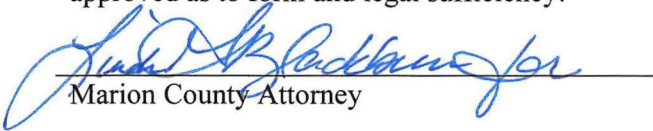
**MARION COUNTY, FLORIDA, a political  
subdivision of the State of Florida, by its Board  
of County Commissioners**

\_\_\_\_\_  
Gregory C. Harrell, Clerk of Court and  
Comptroller

\_\_\_\_\_  
Carl Zalak III, Chairman

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

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

  
\_\_\_\_\_  
Marion County Attorney

**SIGNATURE PAGE FOR DEVELOPER IMMEDIATELY FOLLOWS THIS PAGE**

**DEVELOPER:**

**WPG-TRIPLE CROWN, LLC, a Florida limited liability company**

By: **Wagner Property Group, LLC, a Florida limited liability company, its manager**

Michael T. Wagner  
(signature)

Print name: Michael T. Wagner

Title: President

Date: 11/20/25

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

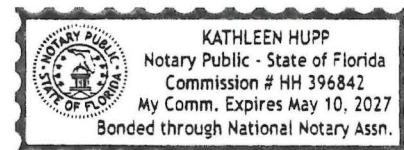
Before me by means of ☒ physical presence or ☐ online notarization this 20TH day of NOVEMBER, 2025 personally appeared MICHAEL T WAGNER, as MANAGER of WAGNER PROPERTY GROUP, on behalf of company, who is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification and who executed the foregoing instrument, and who acknowledged that he did so as an officer of said DEVELOPER all by and with the authority of the Member of said DEVELOPER.

Kathleen Hupp

Print/Type Name: KATHLEEN HUPP  
Notary Public in and for the County and State aforesaid.

My Commission Expires: MAY 10, 2027

Serial No., if any: \_\_\_\_\_



## EXHIBIT A

### LEGAL DESCRIPTION:

BEGINNING AT A POINT EAST 619.35 FEET AND SOUTH 25.00 FEET FROM THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 16 SOUTH, RANGE 22 EAST, THENCE SOUTH 447.21 FEET, THENCE EAST 523.62 FEET TO THE WEST RIGHT-OF-WAY LINE OF STATE ROAD #25 (U.S. HIGHWAY #441), THENCE NORTH 26°34'00" WEST ALONG SAID RIGHT-OF-WAY LINE 500.00 FEET, THENCE WEST 300.00 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN MARION COUNTY, FLORIDA.

Parcel ID: 35901-000-00

Owner: WPG-TRIPLE CROWN, LLC

Managed by: WAGNER PROPERTY GROUP, LLC

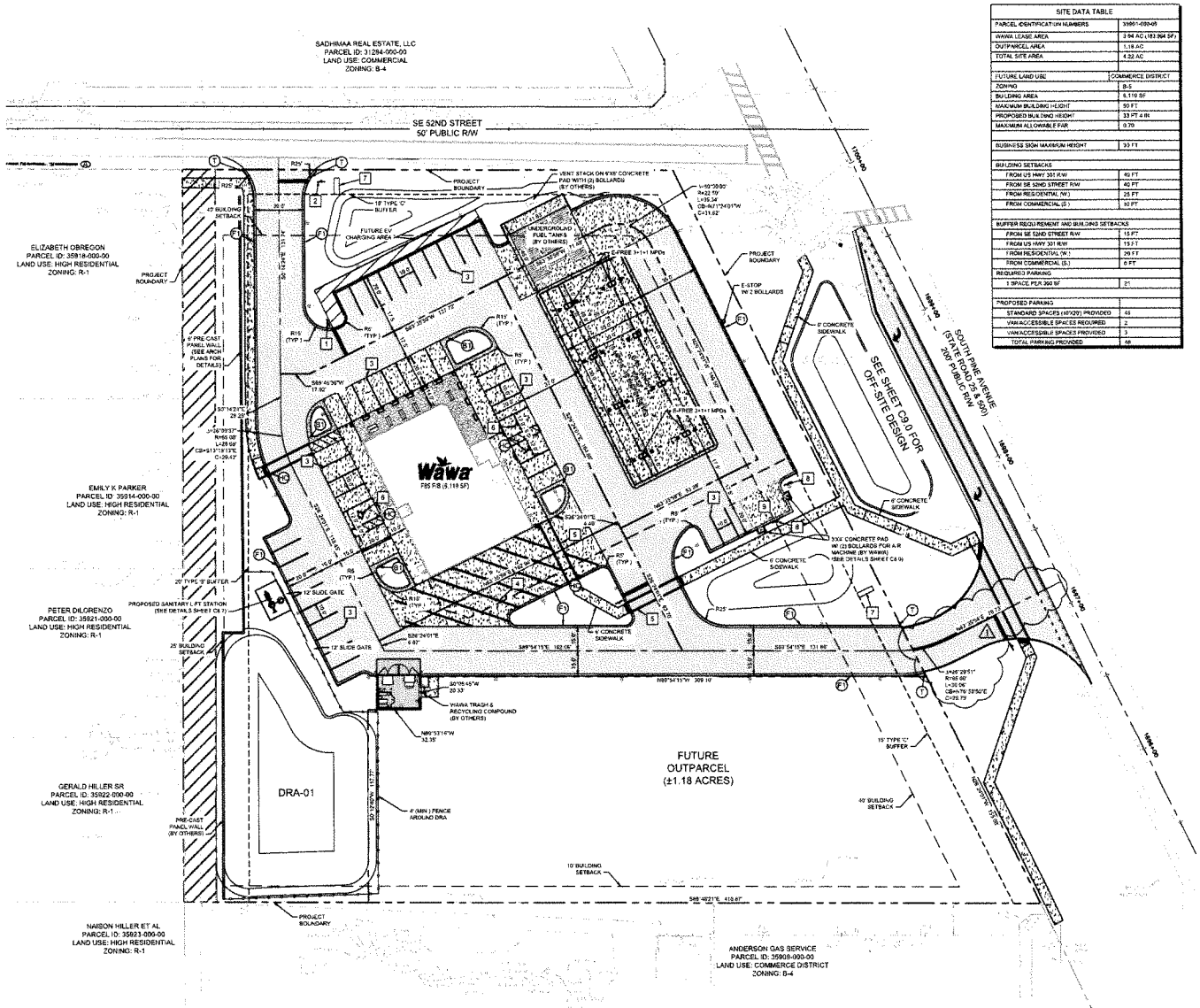
Parcel ID: 35901-001-00

Owner: WPG-TRIPLE CROWN 2, LLC

Managed by: WAGNER PROPERTY GROUP, LLC



**EXHIBIT B**



## SE 52ND STREET IMPROVEMENTS

