

This Instrument Prepared by:

Jonathan P. Jennewein, Esq.
Hill, Ward & Henderson, P.A.
101 E. Kennedy Blvd., Suite 3700
Tampa, Florida 33602

Record and Return to:

City of Ocala
Growth Management Department
Attn: Karen Cupp
201 SE 3rd Street, 2nd Floor
Ocala, FL 34471

DEVELOPER'S AGREEMENT

(SE 52nd Street at US 301 C-Store)

THIS DEVELOPER'S AGREEMENT ("Agreement"), is effective this ____ day of _____, 2025, by and between:

- **City of Ocala**, a Florida municipal corporation ("City"); and
- **WPG-Triple Crown, LLC** ("Owner & Developer").

WHEREAS:

- A. Owner is the owner of the real property on attached **Exhibit A** (the "Property") which is located within Marion County, Florida.
- B. Developer owns the Property and intends to develop the Property as a convenience store.
- C. The Property is not currently served by wastewater services, and is currently served by insufficiently sized central water services.
- D. In connection with the development of the Property, Developer has requested City to provide it with expanded central water and wastewater services, and City has agreed to do so pursuant to the terms and conditions of this Agreement and the City Code.
- E. In connection with the development of the Property, the City has agreed to reimburse Developer for a portion of the actual costs incurred to design, install, survey, test, inspect, maintain and repair the Force Main (collectively, the "Force Main Costs"), and the actual costs incurred to design, install, survey, test, inspect, maintain and repair the upsizing of the Water Main (the "Water Main Upsizing"), so long as such work is performed by a contractor selected by Developer and approved by the City ("Approved Contractor"). Based on a bid obtained from the Approved Contractor and approved by the City, it is anticipated that the cost to

install and survey the Force Main will be \$186,386.00, and the cost to perform the Water Main Upsizing will be \$99,979. The City shall reimburse Developer for 37.13% of the Force Main Costs, which equates to \$69,201.00, and 37.71% of the Water Main, which equates to \$37,700.00, upon: (a) completion of the Force Main and Water Upsizing, as evidenced by issuance of a certificate of completion or its equivalent for such work by the City; and (b) receipt by City of a written request for reimbursement from Developer that includes final lien releases from the Approved Contractor and all subcontractors for the work and copies of contracts, itemized invoices and other documents evidencing the Force Main and Water Main Upsizing Costs incurred by Developer. In the event the City raises an objection to any fee or cost set forth in any reimbursement request or supporting documentation, the undisputed amount shall be paid in accordance with this paragraph and the disputed amount may be withheld from payment unless or until the City's objections are resolved.

Notwithstanding anything in this paragraph to the contrary, the City shall have no obligation to reimburse any Force Main Costs and Water Main Upsizing Costs that exceed \$122,936.15 in the aggregate (i.e., \$106,901.00 plus a 15% contingency) unless such excess cost is due to unforeseen conditions that were not readily observable by the Developer and the Approved Contractor prior to commencing the installation of the Force Main and Water Main Upsizing and such excess cost is the subject of a change order that has been reviewed and approved by the City.

- F. Pursuant to City's Comprehensive Plan, any property receiving water or wastewater service from City is required to annex if and when it becomes contiguous to the City limits.
- G. Pursuant to applicable law, City imposes conditions in return for providing water or wastewater service including, without limitation:
 - 1. City requires persons or property receiving water or wastewater service from City to adhere to appropriate criteria, standards and regulations (including land development regulations in accordance with state law) relating to design and construction of Improvements (defined herein).
 - 2. City requires customers or property requesting water or wastewater service from City to request that the property be voluntarily annexed into City either immediately or, if the property is not then contiguous to City limits, when it becomes contiguous.
- H. City has agreed to provide water and wastewater service to the Owner pursuant to the provisions hereof.

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. **Definitions.** The following definitions shall have the following meanings for the purpose of this Agreement:
 - 2.1 “Agreement” – This Developer’s Agreement, as the same may be subsequently amended, modified, or supplemented pursuant to its terms and provisions.
 - 2.2 “City Code” – The City’s Code of Ordinances, as the same may be subsequently amended, modified, or supplemented.
 - 2.3 “Development Regulations” – The Land Development Regulations of the City. This definition will include any promulgated construction or design specifications of the City including, without limitation, the City Utility Standards as set forth in the City’s Water and Sewer Standards Manual.
 - 2.4 “Plans” – The construction plans and specifications for the Improvements, which depicts the construction of the Improvements. A copy of the Plans shall be kept on record at the offices of the Water and Sewer Department of the City, and by reference are made a part of this Agreement.
 - 2.5 “Property” – The real property located in Marion County, Florida described on attached **Exhibit A**.
 - 2.6 Additional Definitions and Rules of Construction. The definitions in paragraph 2 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.” The words “herein,” “hereof,” “hereunder,” and similar terms shall refer to this Agreement, unless the context otherwise requires.
3. **Covenants of Developer.**
 - 3.1. Developer shall construct at its own expense all Improvements for the Property according to the Plans and according to the City’s Development Regulations. The Improvements shall consist of the following:
 - 3.1.1. A 6” sewer force main from the existing Sanitary Manhole **MH08001**, to the Property.

- 3.1.2. A 12" water main from the existing 12" water main within the SE 52nd Street right-of-way, to the Property.
- 3.1.3. All similar Improvements or facilities necessary for City to provide water and wastewater services, and fire protection, to the Property including meters.
- 3.2. Developer shall submit to City proposed Plans for the Improvements within six (6) months after the date hereof.
- 3.3. Developer shall construct the Improvements within two (2) years from the effective date of this Agreement.
- 3.4. Developer shall provide to the City a current title opinion acceptable to the City which attests to Developer's ownership of the Property.
- 3.5. Developer shall retain a professional engineer registered in the State of Florida to (i) supervise the construction of the Improvements; (ii) provide the required certification of completion in "*As-Built*" drawings; and (iii) act on behalf of and represent the Developer in technical matters in all dealings with the City.
- 3.6. Developer shall provide a full set of reproducible "*As-Built*" plans for the Improvements, certified to the City by the Developer's engineer in detail to the extent required by the City Engineer, together with actual itemized construction and engineering cost summaries for the Improvements, such itemization to be certified by the Developer's engineer and submitted on a form approved by the City Engineer.
- 3.7. Developer shall obtain and abide by all terms of any and all permits which may be required by the State of Florida, Marion County, the City with respect to the Property and the construction of the Improvements.
- 3.8. Developer shall provide the City with complete and legally effective releases or waivers satisfactory to the City of all liens arising out of this Agreement and the labor and services performed and the materials and equipment furnished thereunder.
- 3.9. Developer shall pay all applicable fees (including impact fees) in accordance with the City Code and other applicable laws and ordinances. In that regard:
 - 3.9.1. The actual impact fees to be paid by Developer shall be based upon convenience store constructed on the Property and the provisions of the City Code in effect at the time the impact fees are due.
 - 3.9.2. The Developer agrees to pay the most current approved impact fees with the additional 25% extraterritorial surcharge. Parties acknowledge

that should the property be annexed or otherwise incorporated into the City of Ocala, the 25% exterritorial surcharge will not be assessed following annexation.

- 3.10. Developer shall furnish or cause to be furnished to the City by the Developer's contractor a proof of insurance, submitted to the City Engineer, confirming the existence of a liability insurance company insurance coverage to protect the City within any dedicated rights-of-way or easements during the construction and maintenance period of this Agreement, which insurance shall satisfy all applicable City insurance standards.
- 3.11. Developer shall maintain and repair all Improvements for a period of one (1) year after the completion of construction thereof and acceptance by the City. If during the maintenance period, the City provides notice to the Developer that the Improvement needs repair or replacement, as determined in the reasonable discretion of the City, the Developer will at its sole expense immediately initiate the repair and replacement of the defective improvements, and pursue the completion of the repair and replacement with due diligence. Such repair or replacement, if required pursuant to this paragraph must be completed prior to the City assuming responsibility for permanent maintenance (as to any portion of the Improvements for which repair or replacement is underway at the expiration of the one (1) year maintenance period).
- 3.12. Compliance with City's Land Development Regulations.
 - 3.12.1. Developer acknowledges that pursuant to applicable law:
 - a. Developer must hereafter adhere to City's criteria, standards and regulations (including the land development regulations of the Code of Ordinances of City of Ocala, Florida) relating to design and construction of Improvements for the Property; and
 - b. Until the Property is annexed, Developer may also be required to adhere to Marion County's criteria, standards and regulations relating to design and construction of Improvements for the Property
 - 3.12.2. Developer shall notify City prior to requesting any comprehensive plan amendments, rezonings, subdivision or site plan approvals, building permits, or other development orders from Marion County concerning the Property.
 - 3.12.3. Following annexation (if the Property is ultimately annexed by the City):

- a. The Property shall be subject to all laws, ordinances, and regulations in force in City and shall be entitled to the same privileges and benefits as other parts of City upon the effective date of the annexation; and
- b. If the Property was subject to a County land use plan and County zoning or subdivision regulations, those regulations shall remain in full force and effect until City adopts a comprehensive plan amendment that includes the Property.

4. Appointment of Power of Attorney; Lien.

- 4.1. Developer hereby grants and conveys to the City Engineer of City, including the successors or designee of such City Engineer, an irrevocable special power of attorney to exercise any and all rights of Developer, and any successors in interest to Owner, including any purchasers, mortgage holders, lien holders or other persons who may claim an interest in the Property to do the following:
 - 4.1.1. Perform all obligations of Owner under paragraph 4.1, above.
 - 4.1.2. Petition City for annexation including the execution of a petition for annexation.
 - 4.1.3. Accomplish all steps necessary or proper for the annexation of the Property.
- 4.2. This power of attorney shall be considered a power coupled with an interest and may not be terminated except upon the written consent of City specifically referring to this Agreement.
- 4.3. This Agreement and the power of attorney granted hereunder touch and concern the Property, and shall bind and run with the Property, and constitute an encumbrance thereon.
- 4.4. Owner hereby grants City a lien to enforce the obligations of Owner under paragraph 4.1 of this Agreement. Such lien shall be deemed satisfied automatically upon the annexation of the Property.

5. Covenants of City.

- 5.1. City shall provide the Property with water and wastewater service pursuant to the City Code upon completion of the Improvements.
- 5.2. City shall accept and perpetually maintain only the meters on the Property.

- 5.3. City shall reimburse Developer for its share of the Force Main Costs and the Water Main Upsizing as provided in Recital E above within thirty (30) days after receipt of an invoice from Developer for same.

6. Subject to City Ordinances and Annexation Statute.

- 6.1. Nothing in this Agreement shall supersede or take precedence over any existing ordinances, regulations or codes of City.
- 6.2. Nothing set forth herein shall obligate City to annex the Property; however, in the event that such action can only be made pursuant to the ordinance, the parties shall follow notice requirements and other requirements of Chapter 171, Florida Statutes.

7. Automatic Satisfaction.

- 7.1. This Agreement, including the lien arising under paragraph 4.4 hereof, shall be deemed satisfied upon the annexation of the Property. Upon request of Owner, City Manager or City Engineer may execute and deliver to the Owner a recordable instrument acknowledging such satisfaction.
- 7.2. Such satisfaction shall have no adverse impact upon annexation of the Property, or the obligations of Owner to connect to City's water or wastewater system and pay all fees due to City, or to comply with City's laws and regulations, including those concerning the development of real property.

8. General Provisions.

8.1. Notice.

- 8.1.1. All notices, requests, consents and other communications (each a "Communication") required or permitted under this Agreement shall be in writing (including faxed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, faxed 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:

8.1.1.1. For City:

City of Ocala
City Manager
110 S.E. Watula Avenue
Ocala, FL 34471

With Copy to:

City of Ocala
Water Resources Department
1805 NE 30th Ave, Bldg 600
Ocala, FL 34470

8.1.1.2.For Developer:

WPG – Triple Crown, LLC
4211 W. Boy Scout Blvd., Suite 620
Tampa, FL 33607
(813) 284-7978

With Copy to:

Hill Ward Henderson
101 E. Kennedy Blvd., Suite 3700
Tampa, Florida 33602
Attention: Jonathan P. Jennewein, Esq.
Phone: (813) 227-8446
Fax: (813) 221-2900

8.1.2. Each such Communication shall be deemed delivered:

8.1.2.1. On the date delivered if by personal delivery;

8.1.2.2. On the date of facsimile transmission if by facsimile; 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 facsimile 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.

8.2. **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.

- 8.3. **Litigation.** With respect to any litigation or arbitration arising out of this Agreement, or to resolve any claims or controversies arising out of or in connection with this Agreement, then the non-prevailing party shall pay all reasonable costs incurred by the prevailing party, including reasonable attorneys' fees, suit or arbitration costs and expenses, which attorneys' fees, suit costs and expenses shall include all such fees, costs and expenses incurred with respect to any arbitration, trial level activities, bankruptcy proceedings, appellate proceedings, or post-judgment proceeding related thereto.
- 8.4. **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 and their assigns. There are no representations or warranties other than those set forth herein.
- 8.5. **Severability.** In the event any provision or Section of this Agreement is determined to be invalid or unenforceable, such determination shall not affect the enforceability of the validity of the remaining provisions of this Agreement.
- 8.6. **Survival of Representations and Warranties.** All representations and warranties contained herein are made in writing by the parties in connection herewith and shall survive the execution and delivery of this Agreement.
- 8.7. **Successors and Assigns.** 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. Notwithstanding any provision contained herein to the contrary, Developer may assign its rights and obligations hereunder in its discretion.
- 8.8. **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 exclusive venue for any legal proceeding arising out of this Agreement shall be Marion County, Florida.
- 8.9. **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.
- 8.10. **Gender.** As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural, and the plural shall include the singular as the context may require.

- 8.11. **City Code.** No provision of this Agreement shall supersede or take precedent over any existing ordinances, regulations or codes of the City.
- 8.12. **Exercise of Rights.** All rights, power and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any law, and are intended to be limited to the extent necessary so that they will not render this Agreement invalid, illegal, or unenforceable under any applicable law.
- 8.13. **Entire Agreement.** This Agreement shall constitute the entire agreement of the parties hereto; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force or effect. 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.
- 8.14. **JURY WAIVER.** EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
- 8.15. **Attorney's Fees.** If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

TEST:

City of Ocala, a Florida municipal corporation

Angel B. Jacobs, City Clerk

Kristen M. Dreyer, President, Ocala City Council

Approved as to form and legality:

William E. Sexton, City Attorney

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 2025, by Kristen M. Dreyer, 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: _____

(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 DEVELOPER:

Signed and delivered in our
presence as witnesses:

WPG-TRIPLE CROWN, LLC
a Florida limited liability company

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

By: _____
Michael T. Wagner, Manager

Print Name: _____

Print Name: _____

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing DEVELOPER'S AGREEMENT was acknowledged before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 2025, by Michael T. Wagner, as Manager of Wagner Property Group, LLC, a Florida limited liability company, the Manager of WPG-Triple Crown, LLC, a Florida limited liability company, on behalf of the company.

Notary: Check one of the following:

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

Notary Public, State of Florida

Name: _____
(Please print or type)

Commission Number:
Commission Expires:

Type of Identification Produced: _____

EXHIBIT A
LEGAL DESCRIPTION

LEGAL DESCRIPTION (Wawa Parcel):

THAT PART OF SECTION 4, TOWNSHIP 16 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 4; THENCE N90°00'00"E, A DISTANCE OF 619.35 FEET; THENCE S00°00'00"E, A DISTANCE OF 25.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SOUTHEAST 52ND STREET AND THE POINT OF BEGINNING; THENCE N90°00'00"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 300.00 FEET TO THE SOUTHWEST RIGHT-OF-WAY LINE OF SOUTH PINE AVENUE / U.S. HIGHWAY 441; THENCE S26°34'00"E, ALONG SAID SOUTHWEST RIGHT-OF-WAY LINE, A DISTANCE OF 345.00 FEET; THENCE S89°55'47"W, A DISTANCE OF 298.53 FEET; THENCE S00°05'54"E, A DISTANCE OF 20.44 FEET; THENCE S89°55'05"W, A DISTANCE OF 43.02 FEET; THENCE S00°01'01"W, A DISTANCE OF 117.77 FEET; THENCE N90°00'00"W, A DISTANCE OF 112.75 FEET; THENCE N00°00'00"E, A DISTANCE OF 447.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 132,962 SQUARE FEET OR 3.052 ACRES, MORE OR LESS.