



# Marion County

## Board of County Commissioners

### Public Hearing Meeting

### Meeting Agenda

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Wednesday, September 4, 2024

3:30 PM

McPherson Governmental  
Campus Auditorium

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**Public Hearing Date for Consideration of Closing and Abandonment of  
Road(s) and Simultaneously Conveying to Home Owners' Association,  
Associated with Quail Meadow**

**INTRODUCTION OF PUBLIC HEARING BY CHAIR MICHELLE STONE**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**PROOF OF PUBLICATION**

**STAFF PRESENTATION**

1. [PUBLIC HEARING to Consider Adoption of a Resolution to Close and Abandon Road\(s\) and Simultaneously Convey to Home Owners' Association, Approve Agreement and Deed of All of the Dedicated Roads, Rights of Way and Appurtenant Drainage Facilities Within the Plat of Quail Meadow, as Recorded in Plat Book Y, Pages 89-91](#)

**PUBLIC COMMENT**

**BOARD DISCUSSION AND CLOSING COMMENTS**



**Marion County**  
**Board of County Commissioners Public**  
**Hearing Meeting**  
**Agenda Item**

**File No.:** 2024-16300

**Agenda Date:** 9/4/2024

**Agenda No.:** 1.

**SUBJECT:**

**PUBLIC HEARING to Consider Adoption of a Resolution to Close and Abandon Road(s) and Simultaneously Convey to Home Owners' Association, Approve Agreement and Deed of All of the Dedicated Roads, Rights of Way and Appurtenant Drainage Facilities Within the Plat of Quail Meadow, as Recorded in Plat Book Y, Pages 89-91**

**INITIATOR:**

**Steven Cohoon P.E., County Engineer**

**DEPARTMENT:**

**Office of the County Engineer**

**DESCRIPTION/BACKGROUND:**

This is a request to consider approval of a Resolution by Petitioner Quail Meadow Property Owners Association, Inc. pursuant to Section 336.125, Florida Statutes, to close and abandon road(s) and simultaneously convey to Home Owners' Association (HOA), approve agreement and deed of all of the dedicated roads, rights of way and appurtenant drainage facilities within the plat of Quail Meadow, as recorded in Plat Book Y, Pages 89-91 and to renounce and disclaim any right of the County and the general public.

The existing platted external access entrance to Quail Meadow from NW 44th Avenue and NW 49th Avenue shall remain as external access into the subdivision and NW 32nd Street and NW 35th Street at their intersection with NW 50th Court shall serve as connector streets between Quail Meadow Subdivision and Longleaf Park Subdivision.

Upon abandonment and conveyance of the roads and rights of way the HOA will install, operate, maintain, repair any rights of way, roads, sidewalks, and traffic control devices as necessary.

The Development Review Committee considered this request on March 11, 2024 and it was the committee's recommendation that the petition be granted.

**BUDGET/IMPACT:**

None

**RECOMMENDED ACTION:**

Motion to adopt the Resolution closing abandoning and simultaneously conveying to Home Owner's Association, approve Agreement and Deed of all of the dedicated roads, rights of way and appurtenant drainage facilities within the plat of Quail Meadow, as recorded in Plat Book Y, pages 89-91, and authorize the Chair and Clerk to execute the same.

# LOCALiQ

The Gainesville Sun | The Ledger  
Daily Commercial | Ocala StarBanner  
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

## AFFIDAVIT OF PUBLICATION

Marion County Board of County Co  
Ashley Luciano, Staff Assistant  
Marion County Board of County Commissioners  
Office of the County Engineer  
412 SE 25th Ave  
Ocala FL 34471

STATE OF WISCONSIN, COUNTY OF BROWN

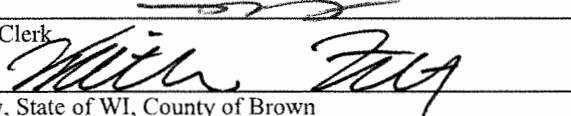
Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Star Banner, published in Marion County, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of Marion County, Florida, or in a newspaper by print in the issues of, on:

08/13/2024

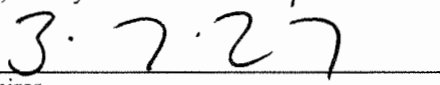
Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/13/2024

Legal Clerk



Notary, State of WI, County of Brown



My commission expires

Publication Cost: \$160.20

Tax Amount: \$0.00

Payment Cost: \$160.20

Order No: 10462355

# of Copies:

Customer No: 526907

1

PO #:

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

### NOTICE OF PUBLIC HEARING TO CLOSE AND ABANDON ROAD(S) & SIMULTANEOUSLY CONVEY TO HOME OWNERS' ASSOCIATION (HOA)

Notice is hereby given that on September 4, 2024 at 3:30 PM, or as soon thereafter as practical, a public hearing will be held by the Board of County Commissioners, Marion County, Florida to consider the petition by Marion County, to close and abandon certain road(s) & simultaneously convey to Home Owners' Association (HOA) described as follows, to wit:

*All of the dedicated roads, rights of way and appurtenant drainage facilities within the plat of Quail Meadow, as recorded in Plat Book Y, Pages 89 through 91, Public Records of Marion County, Florida.*

Said Public Hearing will be held during a regular session of the Board of County Commissioners, Marion County, Florida at the McPherson Governmental Campus Auditorium, 601 SE 25th Avenue, Ocala, Florida, 34471-2626.

The public is invited to attend said hearing or submit their written comments prior to the hearing date. Be advised that if any person or persons wish to appeal a decision of the Board of County Commissioners, Marion County, Florida made at the above advertised meeting, a record of the proceedings will be needed by such person(s) and a verbatim recording may be needed. Please govern yourself accordingly.

This procedure shall be in accordance with the provisions of Chapter 336, Florida Statutes. A petition and resolution to close and abandon the above described road shall be considered by the Board after required publication of this notice. Persons wishing to do so should provide their written comments on this subject to the Office of the County Engineer, 412 SE 25th Avenue, Ocala, Florida, 34471, prior to the 30th day of August 2024.

The County Commission Auditorium is a handicapped accessible facility. Anyone requiring special assistance under the Americans with Disabilities Act (ADA) or requiring language assistance (free of charge) should contact the County's ADA Officer at (352) 438-2345 or TTY or Relay number (352) 438-2357 a minimum of 48 hours in advance of the hearing so appropriate arrangements can be made.

10462355

**KAITLYN FELTY**  
Notary Public  
State of Wisconsin



# LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Luciano Ashley (Dept) Office of the County Engineer - 4121  
 Last First  
 (Title) Land Management Agent (Phone) (352) 671-8669  
 Signature [Signature] Date Thursday, August 8, 2024

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for:  New Document  Review & Comment  RESUBMIT LRM No. \_\_\_\_\_  
 Approve as to Form  Other

### Description of Request

This is a request to approve an Agreement, Resolution, and Deed associated with a Petition to Close/Abandon Road(s) & Simultaneously Convey to Home Owner's Association submitted by Quail Meadow Property Owners Association, Inc. The association is requesting to privatize all of the dedicated roads, rights of way and appurtenant drainage facilities within the plat of Quail Meadows, as recorded in Plat Book Y, Pages 89-91. Privatizing these roads will allow the subdivision to gate the community.

For more information or discussion, contact:  Same as above  
 (Name) \_\_\_\_\_ (Title) \_\_\_\_\_ (Phone) \_\_\_\_\_  
 Last First

Agenda Item?  Yes  No Agenda Date: Wednesday, September 4, 2024

Agenda Deadline Date for **Legal**: Friday, August 9, 2024 Agenda Deadline Date for **Admin**: Thursday, August 22, 2024

**Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.**

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2024-667

Assigned to:  Matthew Guy Minter, County Attorney  Dana E. Olesky, Chief Asst. County Attorney  Thomas Schwartz, Asst. County Attorney  Valdoston Shealey, Asst. County Attorney

Outcome:  Approved as to form and legal sufficiency  
 Approved with revisions:  Suggested  Completed  
 Other:

Date Received:

**RECEIVED**  
 By Marion County Attorney- AT at 9:14 am, Aug 09, 2024

Attorney Signature: [Signature] Date 8/9/24  
 Staff Signature: [Signature] Date: 8/9/24 Returned:  Department  Admin   
 Completed

RESOLUTION NO. 24 - R \_\_\_\_\_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA; INCORPORATING RECITALS; PROVIDING A FINDING THAT CHAPTER 336, FLORIDA STATUTES, AUTHORIZES AND EMPOWERS THE BOARD TO ACT ON THE PETITION TO CLOSE AND VACATE CERTAIN ROADS, AND TO SIMULTANEOUSLY CONVEY THE COUNTY'S INTEREST IN SUCH ROADS, RIGHTS OF WAY AND APPURTENANT DRAINAGE FACILITIES TO THE HOMEOWNERS' ASSOCIATION FOR THE PURPOSE OF CONVERTING THE SUBDIVISION TO A GATED NEIGHBORHOOD WITH RESTRICTED PUBLIC ACCESS, ABANDON, DISCONTINUE AND CLOSE CERTAIN ROAD(S) AND TO RENOUNCE AND DISCLAIM ANY RIGHTS AND OBLIGATIONS OF MARION COUNTY AND THE PUBLIC IN AND TO ANY LAND IN CONNECTION WITH SAID CERTAIN ROAD(S); PROVIDING A FINDING THAT SAID CERTAIN ROAD(S) IS NOT A PORTION OF A FEDERAL OR STATE HIGHWAY SYSTEM; PROVIDING A FINDING THAT THE ROAD(S) IS NOT BEING USED BY THE GENERAL PUBLIC AS A ROAD(S); PROVIDING A FINDING THAT IT IS NOT THE INTENT OF THE BOARD TO VACATE ANY EASEMENTS FOR PUBLIC UTILITIES THAT MAY EXIST WITHIN SAID CERTAIN ROAD(S); PROVIDING A FINDING THAT VACATING, ABANDONING, DISCONTINUING, AND CLOSING SAID CERTAIN ROAD(S) AND DISCLAIMING ANY RIGHTS AND OBLIGATIONS OF MARION COUNTY AND THE PUBLIC IN AND TO ANY LAND IN CONNECTION WITH SAID CERTAIN ROAD(S) WOULD BENEFIT THE GENERAL PUBLIC WELFARE AND WOULD BE IN THE BEST INTEREST OF THE PUBLIC; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Quail Meadow Property Owners Association, Inc. [Home Owners' Association (HOA)] have petitioned to close / abandon road(s) & simultaneously convey to HOA described on **Exhibit A** hereto (the "Road(s)") and to renounce and disclaim any rights and obligations of the County and the Public in any land in connection therewith pursuant to the provisions of Chapter 336, Florida Statutes, (the "Petition"); and

**WHEREAS**, a Notice of Public Hearing was published in a newspaper of general circulation, as required by Chapter 336, Florida Statutes, all persons through such notice were invited to appear and comment; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, THAT:**

**SECTION 1. RECITALS.** The above recitals are hereby incorporated as a basis for the passage of this Resolution.

**SECTION 2. FINDINGS.** The Board of County Commissioners of Marion County, Florida, after due consideration, makes the following findings:

- A. Pursuant to Chapter 336, Florida Statutes, the Board is authorized and empowered to act on the Petition and to close / abandon road(s) & simultaneously convey to Home Owners' Association (HOA) described on **Exhibit A** and to renounce and disclaim any rights and obligations of Marion County and the public in and to any land in connection therewith;
- B. The Road(s) described on **Exhibit A** does not constitute a portion of Federal or State highway system;
- C. The Road(s) described on **Exhibit A** and the Road(s) within the adjacent Longleaf Park Subdivision shall be permitted to connect along NW 50<sup>th</sup> Court at its intersection with NW 32<sup>nd</sup> Street and NW 35<sup>th</sup> Street only.
- D. It is not the intent of the Board to vacate any easements for public utilities that may exist within the Road(s) described on **Exhibit A**; and
- E. Vacating, abandoning, discontinuing, and closing the Road(s) described on **Exhibit A** and renouncing and disclaiming any rights and obligations of Marion County and the public in and to any land in connection therewith would benefit the general public welfare and would be in the best interest of the public;

**SECTION 3. APPROVAL.** The Board of County Commissioners of Marion County, Florida, does hereby:

- A. Close / abandon road(s) & simultaneously convey such roads to Home Owners' Association (HOA) described in **Exhibit A** hereto, in accordance with Chapter 336, Florida Statutes; and
- B. To the extent of the termination of any easement or the surrender of title vested, renounce and disclaim any rights and obligations of the County and the public in and to any land in connection with the Road(s) described in **Exhibit A** hereto, in accordance with Chapter 336, Florida Statutes; and
- C. Expressly reserve any easements for public utilities located within the legal description of the Road(s) described in **Exhibit A** hereto, and such easements are not included in this closing and abandonment.

**SECTION 4. SEVERABILITY.** The provisions of this Resolution are severable. If any word, sentence, clause, phrase or provision of this Resolution for any reason is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this Resolution shall remain in full force and effect.

**SECTION 5. CONFLICT.** All Resolutions in conflict with this Resolution are repealed to the extent necessary to give this Resolution full force and effect.

**SECTION 6. EFFECTIVE DATE.** That this Resolution shall take effect immediately upon passage.

**DULY ADOPTED** by the Board of County Commissioners of Marion County, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

MARION COUNTY, A POLITICAL  
SUBDIVISION OF THE STATE OF FLORIDA

\_\_\_\_\_  
GREGORY C. HARRELL  
CLERK OF THE COURT

BY: \_\_\_\_\_  
MICHELLE STONE,  
CHAIR

FOR USE AND RELIANCE OF MARION  
COUNTY ONLY, APPROVED AS TO  
FORM AND LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
for: COUNTY ATTORNEY

**EXHIBIT A**

All of the dedicated road(s), right of way and appurtenant drainage facilities within the Plat of Quail Meadow, as recorded in Plat Book Y, Page 89 through 91, Public Records of Marion County, Florida.



# AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_\_ of \_\_\_\_\_, 2024, by and between Marion County, a political subdivision of the State of Florida, whose address is 601 SE 25<sup>th</sup> Avenue, Ocala, Florida, 34471, (hereinafter referred to as "County") and Quail Meadow Property Owners Association, Inc., whose address is 3158 NW 49<sup>th</sup> Avenue, Ocala, Florida 34482 (hereinafter referred to as "Association").

## WITNESSETH:

WHEREAS, in accordance with the provisions of Chapter 336.125, Florida Statutes, Association has petitioned County to adopt a resolution closing and abandoning the following described roads and simultaneously conveying the County's interest in such roads, rights of way and appurtenant drainage facilities to the homeowners' association for the purpose of converting the subdivision to a gated neighborhood with restricted public access:

All of the dedicated roads, rights of way and appurtenant drainage facilities within the plat of Quail Meadows, as recorded in Plat Book Y, Page 89 through 91, Public Records of Marion County, Florida.

NOW THEREFORE, in consideration of the payment of \$10.00 and other good and valuable consideration acknowledged by both parties, the parties do mutually covenant and agree as follows:

1. Upon adoption of a resolution by the County, the County shall also execute a deed conveying the County's interest in the publicly dedicated roads, rights of way and appurtenant drainage facilities identified in the resolution, said conveyance being subject to existing utilities. The County shall also retain the right for surface storm water drainage from other public roads not included within this conveyance, which contribute to the drainage facilities located within the subdivision, to continue to utilize those drainage facilities.
2. The Association recognizes various utilities serving the subdivision and adjacent areas may have existing utilities located within the rights of way so conveyed to the Association which may from time to time require maintenance, upgrades or expansion. Association agrees that conveyance of the rights of way are subject to the rights of the utilities to maintain, upgrade or expand utility service as deemed necessary by the utility.
3. The County may reserve in the deed to the Association a utility easement within the rights of way conveyed for the installation and maintenance of central water and sewer facilities.
4. Association shall accept the conveyance from the County subject to the above described reservations and shall record the deed in the public records.
5. Upon abandonment of the roads and rights-of-way and the conveyance thereof to the Association, the Association shall hold the roads and rights-of-way in trust for the benefit of the owners of the property in the subdivision, and shall operate, maintain, repair, and, from time to time, replace and reconstruct the roads, street lighting, sidewalks, and drainage facilities as necessary to ensure the safe use and enjoyment by the property owners, tenants, and residents of the subdivision.
6. The Association shall install, operate, maintain, repair, and replace all signs, signals, markings, striping, guardrails, and other traffic control devices necessary to ensure safe use of the internal roadway system as well as any intersection of the internal roadway system with adjacent public roadways.

7. The existing platted external access entrance into Quail Meadow from NW 44<sup>th</sup> Avenue and NW 49<sup>th</sup> Avenue shall remain as external access into the subdivision and NW 32<sup>nd</sup> Street and NW 35<sup>th</sup> Street at their intersection with NW 50<sup>th</sup> Court shall serve as Connector Streets between Quail Meadow Subdivision and Longleaf Park Subdivision, in conformance with the Agreement Concerning Cooperation entered into between the Association and Highway 27 West, LLC, developer of Longleaf Park Subdivision. Subject to written approval from the Marion County Fire Chief approving the type of gate to be installed and how emergency access is to be provided and maintained, the Association may elect to install a gated entrance at these access points.
8. This agreement shall survive the conveyance and acceptance of the deed provided for herein. Subsequent to said conveyance, Marion County shall not be responsible for any maintenance, repair, upgrade, expansion, periodic replacement or reconstruction of the roads, street lighting, sidewalks or drainage facilities conveyed to the Association. Neither general tax revenue funds nor gas tax funds shall be utilized for purposes associated with roadways conveyed to the Association.
9. Nothing set forth herein, or in the deed to be executed by County pursuant hereto, shall affect the rights and obligations of the Association and Highway 27 West, LLC, a Florida limited liability company, under the Agreement Concerning Cooperation recorded in OR Book 7991, Page 1207, Public Records of Marion County, Florida. Provided however, any dispute between the Association and Highway 27 West, LLC, or its successors, with regard to the interpretation or enforcement of the terms and conditions of the Agreement Concerning Cooperation are deemed a private matter to be resolved by them at their sole cost and expense (subject to any provision in the Agreement Concerning Cooperation concerning the recovery of costs and fees by the prevailing party), and at no cost to County.

*[This portion of page intentionally left blank. Signature pages follow.]*

Signed, sealed and delivered in the presences of witnesses this 6 day of August, 2024.

**WITNESSES:**

**QUAIL MEADOW PROPERTY OWNERS ASSOCIATION, INC.**

*Laura Fonde*  
(Signature)

*[Signature]*  
(Signature)

Laura Fonde  
(Print or type name)

Luz M. De Jesus  
(Print or type name)

*[Signature]*  
(Signature)

President QMPOA  
(Title)

Victoria Rausseo  
(Print or type name)

8/6/24  
(Date)

STATE OF COUNTY OF

The foregoing instrument was acknowledged before me this 6 day of August, 2024, by Luz M. De Jesus, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did \_\_\_\_\_ take an oath.

*[Signature]*  
Signature of Notary Public



LORI ANDERSON  
Commission # HH 334529  
Expires December 6, 2026

Lori A Anderson  
Printed Name of Notary Public

My Commission Expires: 12/6/26

Approved and accepted by Marion County, Florida this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

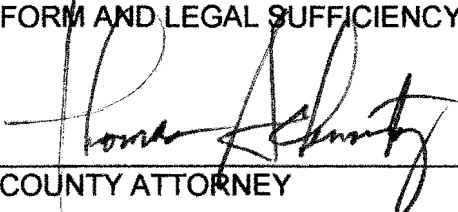
ATTEST:

**MARION COUNTY, A POLITICAL  
SUBDIVISION OF THE STATE OF FLORIDA**

\_\_\_\_\_  
GREGORY C. HARRELL,  
CLERK OF COURT

BY: \_\_\_\_\_  
MICHELLE STONE,  
CHAIR

FOR USE AND RELIANCE OF MARION  
COUNTY ONLY, APPROVED AS TO  
FORM AND LEGAL SUFFICIENCY:

*For*   
\_\_\_\_\_  
COUNTY ATTORNEY

**THIS INSTRUMENT PREPARED BY:**

Office of the County Engineer  
412 SE 25<sup>th</sup> Avenue, Bldg 1  
Ocala, FL 34471

**RETURN TO:**

Office of the County Engineer  
412 SE 25<sup>th</sup> Avenue, Bldg 1  
Ocala, FL 34471

**DEED**

THIS DEED made this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by **MARION COUNTY**, a political subdivision of the State of Florida, whose mailing address is 601 SE 25th Avenue, Ocala, Florida, 34471, party of the first part and **QUAIL MEADOW PROPERTY OWNERS ASSOCIATION, INC.**, a Florida not for profit corporation, whose mailing address is 3158 NW 49<sup>th</sup> Ave., Ocala, FL 34482, party of the second part.

**WITNESSETH** that the said party of the first part, pursuant to Section 125.411, F.S., for and in consideration of the sum of \$10.00 to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, the following described land lying and being in Marion County, Florida, to-wit:

All of the dedicated roads, rights of way and appurtenant drainage facilities within the Plat of Quail Meadow, as recorded in Plat Book Y, page 89 through 91, Public Records of Marion County, Florida.

It is agreed and understood by both parties hereto that the drainage facilities described above may provide for surface storm water run-off from public roadways other than those being conveyed. A perpetual drainage easement is hereby reserved by the party of the first part providing for the continued utilization of those drainage facilities for that purpose.

It is agreed and understood by both parties hereto that various utilities serving the subdivision and adjacent areas may have existing utilities located within the rights of way being conveyed.

The party of the second part, by acceptance of this deed, hereby agrees that conveyance of the rights of way are subject to the rights of the utilities to maintain, upgrade or expand utility service as deemed necessary by the utility.

The party of the first part hereby reserves a utility easement within the rights of way described above for the installation and maintenance of central water and sewer facilities.

**IN WITNESS WHEREOF** the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice- Chairman of said Board, the day and year aforesaid.

MARION COUNTY, A POLITICAL SUBDIVISION OF  
THE STATE OF FLORIDA, BY ITS BOARD OF  
COUNTY COMMISSIONERS

ATTEST:

\_\_\_\_\_  
GREGORY C. HARRELL,  
CLERK OF COURT AND COMPTROLLER

BY: \_\_\_\_\_  
MICHELLE STONE,  
CHAIR



# Marion County Board of County Commissioners

Office of the County Engineer

412 SE 25th Ave.  
Ocala, FL 34471  
Phone: 352-671-8686  
Fax: 352-671-8687

## Application for Road Closing / Abandonment & Simultaneous Conveyance to Home Owners' Association (HOA)

*Chapter 336 F.S. provides that before any such road(s) shall be closed and vacated, or before any right or interest of the county or public in any land delineated on any recorded map or plat as a road(s) shall be renounced and disclaimed, the commissioners shall hold a public hearing, and shall publish notice thereof, one time, in a newspaper of general circulation in such county at least 2 weeks prior to the date stated therein for such hearing. After such public hearing, any action of the commissioners, as herein authorized, shall be evidenced by a resolution duly adopted and entered upon the minutes of the commissioners. The proof of publication of notice of public hearing, the resolution as adopted, and the proof of publication of the notice of the adoption of such resolution and the statutory deed of conveyance shall be recorded in the public records of the county.*

**All information must be typed or legibly written**

1. APPLICANT INFORMATION: Date: \_\_\_\_\_  
Applicant: Quail Meadow Property Owners Association, Inc.  
Address: 3158 NW 49<sup>th</sup> Ave  
City: Ocala State: FL Zip Code: 34482  
Agent / Contact: Luz DeJesus, President / Lori Anderson  
Phone Number: (989) 430-2506 Fax Number: \_\_\_\_\_  
Cell Number: (352) 390-8916 ext. 58103 E-mail: [luzmarydc@aol.com](mailto:luzmarydc@aol.com) or  
[landerson@sentrymgt.com](mailto:landerson@sentrymgt.com)

2. PROPERTY INFORMATION:  
Road Name(s) / Number(s) to be closed: all dedicated roads  
Subdivision Name: Quail Madow Sec/Twp/Range: 3 & 4 / 15 / 21  
Plat Bk/Pg: Y / 89-91 Unit/Block/Lot: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Attach a plat or current property ownership map and an aerial photo that includes the requested property highlighted and the surrounding area. Property ownership map and aerial photo may be printed from the Marion County website at:  
<https://maps.marionfl.org/interactivemap/>

3. PURPOSE / REASON FOR REQUEST TO CLOSE / ABANDON ROAD(S) – check all that apply and describe below:

- Road(s) has never been opened or constructed
- To privatize the road(s) within the subdivision
- To convey road(s) to HOA
- Other

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Form RC-HOA-AP



**PETITION TO CLOSE / ABANDON ROAD(S) & SIMULTANEOUSLY  
CONVEY TO HOME OWNERS' ASSOCIATION (HOA)**

**Whereas,** The undersigned Home Owners' Association hereby petitions the Board of County Commissioners of Marion County, Florida, to adopt a Resolution declaring a Public Hearing for the purpose of considering the closing / abandonment of the following described road(s) & simultaneously conveying the County's interest in such road(s), right of way and appurtenant drainage facilities to the Home Owners' Association for the purpose of converting the subdivision to a gated neighborhood with restricted public access, pursuant to the provisions in Chapter 336, Florida Statutes, to wit:

All of the Dedicated road(s), right of way and appurtenant drainage facilities within the Plat of **Quail Meadow**, as recorded in Plat Book **Y**, Page **89 through 91**, Public Records of Marion County, Florida.

**Whereas,** Petitioner hereby states and represents the above described road(s) proposed for closing and abandonment does not constitute a portion of Federal or State highway systems nor was the land contained in the above description acquired for the State of Federal Highway system; and

**Now therefore,** Petitioner respectfully requests the Board of County Commissioners to adopt a resolution to close and abandon the road(s) above described and simultaneously conveying the County's interest in such road(s), right of way and appurtenant drainage facilities to the Home Owners' Association, in accordance with the provisions of Chapter 336, Florida Statutes, to adopt and record a Resolution declaring a Public Hearing for the purpose of considering the closing and abandonment of the same.

DATE: **October10, 2022**

**4854 NW 31st Street**

(Address)

BY:



(Signature)

**Ocala, FL 34482**

(Address)

(Print Name) **Luz DeJesus**

(Phone) **(989) 430-2506**

(Title) **President**



GREGORY C HARRELL CLERK & COMPTROLLER MARION CO  
 DATE: 02/28/2023 04:22:05 PM  
 FILE #: 2023024680 OR BK 7991 PGS 1207-1219  
 REC FEES: \$112.00 INDEX FEES: \$0.00  
 DDS: \$0 MDS: \$0 INT: \$0

This Instrument Prepared by and Return To:  
 W. James Gooding III  
 Gooding & Batsel, PLLC  
 1531 SE 36th Avenue  
 Ocala, FL 34471

Recording: ~~\$103.50~~ #112-

**AGREEMENT CONCERNING COOPERATION**

**THIS AGREEMENT CONCERNING COOPERATION** is entered into effective the date of execution by the last of the parties hereto, by and between:

- Highway 27 West, LLC, a Florida limited liability company (“LP Developer”);
- Quail Meadow Property Owners Association, Inc., a Florida not for profit corporation (“QM Association”).

**WHEREAS:**

- A. LP Developer owns certain property (the “Longleaf Park Parcel”) as described in the attached Exhibit A.
- B. QM Association is the homeowners’ association for the subdivision known as *Quail Meadow* (the “Quail Meadow Subdivision”) according to the Plat thereof recorded in Plat Book Y, Page 89, Public Records of Marion County, Florida.
- C. LP Developer applied to rezone the Longleaf Park Parcel (the “Longleaf Park Rezoning”) and, in connection therewith, to connect to NW 32nd Street and NW 35th Street (collectively the “Connecting Streets”) within the Quail Meadow Subdivision. The proposed connections to the Connecting Streets are depicted on the excerpt, a copy being attached hereto as Exhibit B, of the Concept Plan submitted by Longleaf in connection with the Longleaf Park Rezoning.
- D. On November 16, 2021, the Board of County Commissioners of Marion County, Florida (the “County Commission”), approved the rezoning subject to LP Developer agreeing to execute this Agreement and to comply with certain provisions hereof, as set forth in this Agreement and by members of the County Commission at the November 16 hearing.
- E. LP Developer intends to plat the Longleaf Park Parcel as a subdivision known as Longleaf Park (the “Longleaf Park Subdivision”) which subdivision shall be a 55+ age-restricted community under the Housing for Older Persons Act of no more than 54 single-family homes (the “Development Plan”).
- F. QM Association objected to LP Developer’s connection of the Longleaf Park Parcel to the Connecting Streets based upon traffic on NW 32nd Street and NW 49th Avenue (the “Access Streets”) as a result of cut through traffic between 44th Avenue and Highway 27.



- G. QM Association has filed applications to close the portions of the Connecting Streets contiguous to the Longleaf Park Parcel.
- H. QM Association will make its best efforts to calm, privatize and/or gate (any or all of such action the “Street Calming”) the Access Streets. The County Commission has required LP Developer to cooperate with such effort and to include the streets within Longleaf Park Subdivision within such Street Calming.

**NOW THEREFORE**, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein, and other good and valuable consideration, the parties hereto agree as follows:

- 1. **LP Developer Cooperation.** LP Developer agrees to cooperate with QM Association in connection with steps to be taken by QM Association to calm, privatize, and/or gate (all or any of such action, the “Street Calming”) the Access Streets and the streets within the Longleaf Park Subdivision (the Access Streets and the streets within the Longleaf Park Subdivision being collectively referred to as the “Subdivision Streets”). In this regard, LP Developer agrees to the closure/vacation as sought by QM Association for NW 30th Place which is not one of the Connecting Streets.
- 2. **Condition of Street Calming.** The Street Calming shall comply with the following conditions:
  - 2.1. The Subdivision Streets within the Quail Meadow Subdivision and the Longleaf Park Subdivision (collectively the “Subdivisions”) shall be permitted to connect to the Quail Meadow Connecting Streets.
  - 2.2. Any gates placed at the intersection of the Access Streets with external roads (such intersections hereafter collectively described as “External Intersections”) shall maintain procedures or systems which permit residents of the Longleaf Park Subdivision and their guests to:
    - 2.2.1. Access the Quail Meadow Subdivision Streets utilizing a keycode, fob, or other system that accomplishes a similar result.
    - 2.2.2. Permit invitees or guests to enter the Quail Meadow Subdivision Streets through an external device, a system allowing for the residents to remotely open the gates, or other system that accomplishes the same result.
  - 2.3. There will be signage identifying both Subdivisions at the External Intersections. If the signage is not common signage, QM Association will provide to LP Developer a sign easement to permit LP Developer to construct a sign for the Longleaf Park Subdivision of the same size as the Quail Meadow Subdivision sign. The parties hereto shall pay for the costs of maintaining their own signage, if separate; or share equally the costs of maintaining shared signage (including landscape and irrigation expenses arising from expanded landscape designs or irrigation needs).
  - 2.4. QM Association will, in cooperation with the County Engineer, elect, by July 1, 2024, the measures to implement the Street Calming pursuant to paragraph 6.1, and thereafter use good faith diligent efforts to complete such Street Calming or to cooperate with County in connection therewith.

- 2.5. If QM Association fails to comply with an obligation under paragraph 2.4 for reasons other than delay by County, and does not cure such failure within six months after written notice of such failure from LP Developer, absent excusable delay arising from force *majeure*, LP Developer shall not be obligated to contribute to the cost thereof pursuant to paragraph 3.1 of this Agreement or to reimburse QM Association for the maintenance costs thereof pursuant to paragraph 5.3. Nothing set forth in this paragraph shall preclude QM Association from thereafter taking additional steps to calm traffic within the Quail Meadow Subdivision Streets.
- 2.6. Such other terms and conditions which will permit access to the Longleaf Park Parcel by its residents and guests.

### 3. **Additional Agreements by LP Developer.**

- 3.1. LP Developer, pursuant to the order and approval of the County Commission as entered on November 16, 2021, agrees to pay twenty-five percent (25%) of the cost of the work selected by QM Association pursuant to paragraph 6.1 up to a maximum payment amount of \$44,404.25.
- 3.2. MSBU/MSTU.
  - 3.2.1. If Marion County establishes a shared (including both Quail Meadow and the Long Leaf Park Parcel) MSBU/MSTU for the streets within the Subdivisions, then LP Developer and the future residents of the Longleaf Park Subdivision will consent to and participate in such a MSBU/MSTU.
  - 3.2.2. Should Marion County not establish such a shared MSBU/MSTU for the maintenance/repair of the streets within the Subdivisions, then LP Developer and the future residents of the Longleaf Park Subdivision shall be obligated to pay a pro rata share (that is, 10.82%) of the costs arising from the maintenance, repair, resurfacing or restriping and incurred management costs for same (collectively, the "Street Maintenance Costs") for the following streets which serve to connect the Longleaf Park Subdivision to US Highway 27 and NW 44<sup>th</sup> Avenue (i.e., the two major traffic arteries serving the Quail Meadow and Longleaf Park Subdivisions): NW 49<sup>th</sup> Avenue, NW 32<sup>nd</sup> Street, NW 35<sup>th</sup> Street (collectively, the "Connector Streets<sup>1</sup>"). QM Association shall cause the cost of the maintenance/repair work for the Connector Streets to be allocated by Marion County separately from the cost of the maintenance/repair of the other Subdivision Streets. Such pro rata share of the actual and reasonable costs incurred for the Street Maintenance Costs shall be paid to QM Association by LP Developer within thirty (30) days of receipt of invoice for same, accompanied by documentation reasonably sufficient to establish the Street Maintenance Costs and payment of same by QM Association.
- 3.3. Access to Longleaf Park Subdivision.
  - 3.3.1. Construction Vehicle Access. LP Developer shall provide an alternative access (the "Construction Access") for construction vehicles to access the Longleaf Park Subdivision so that such vehicles do not use the Subdivision Streets located in the

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<sup>1</sup> To clarify, the Connector Streets include the Connecting Streets defined in Whereas paragraph C, and other Subdivision Streets within the Quail Meadows Subdivision.

- Quail Meadow Subdivision and shall require its contractors to cause such construction vehicles to utilize the Construction Access until construction has been totally completed on all of the homes within the Longleaf Park Subdivision. LP Developer shall provide signs at the Construction Access indicating that construction vehicles must use the Construction Access, and shall provide signs at the intersection of the Longleaf Park Subdivision Streets with the Connecting Streets prohibiting access by construction vehicles.
- 3.3.2. Construction Parking. LP Developer shall not permit construction workers or contractors to park vehicles in Quail Meadow Subdivision streets, lots or lawns during the course of construction of homes or infrastructure for the Longleaf Park Subdivision.
- 3.3.3. Access to Longleaf Park Subdivision by Others. LP Developer will not connect the streets within Longleaf Subdivision to either of the Connecting Streets, and permit access to such streets, until at least one home within the Longleaf Park Subdivision has been constructed and a certificate of occupancy has been issued therefor. If LP Developer connects such streets before the home has been constructed and the certificate of occupancy issued, LP Developer shall block off the streets with concrete barricades or fences to preclude use of the streets until the home has been constructed and the certificate of occupancy issued.
- 3.4. LP Developer will include as part of its sales disclosure a clear and buyer-initialed disclaimer as to the relationship of QM Association and the Longleaf Park Subdivision so that there is no buyer-confusion between the communities about the lack of access to and use rights of QM Association amenities by Longleaf Park Subdivision residents. The disclaimer shall be in substantially the form attached hereto as **Exhibit C**.
- 3.5. LP Developer will provide, in any covenants for the Longleaf Park Subdivision, that future owners within the Longleaf Park Subdivision will pay, via annual assessments collected by the homeowners association for the Longleaf Park Subdivision, a pro rata portion of the maintenance costs for the Street Calming systems such as access gates and the control systems which control same.
- 3.6. LP Developer will cooperate with QM Association in objecting to any future expansion of street usage by potential residential development of lands further west of the Longleaf Park Subdivision via the Connecting Streets. Further, LP Developer shall not agree to, cooperate with, permit or develop any entrance into the Long Leaf Park Subdivision from US Highway 27 which would allow traffic to flow from US Highway 27 and into the Quail Meadow Subdivision; this shall not preclude use of the construction entrance referred to in paragraph 3.3.1 for the sole purpose of accessing the Longleaf Park Subdivision, but the use of such construction entrance to utilize the Subdivision Streets is prohibited as set forth in such paragraph.
- 3.7. LP Developer shall maintain any gate/entry and access system at the entrance to the Longleaf Park Parcel which solely serves the Longleaf Park Subdivision without contribution from QM Association, should LP Developer elect to install any such separate gate/entry and access system.
- 3.8. QM Association will manage on behalf of both LP Developer and QM Association the access card system for any gate/entry access systems installed at the External Intersections.

LP Developer agrees to cooperate with the regular updating of resident information for the gate/entry access systems installed at the External Intersections. To the extent reasonably possible, the parties will attempt to retain the same gate/entry access system vendor to handle access system maintenance and database management. In the event that QM Association defaults in its management obligations under this paragraph 3.8, and fails to cure such default within thirty (30) days of written notice from Long Leaf Park, or thereafter commits the same default within the subsequent twelve (12) months, Long Leaf Park may require that QM Association maintain a third-party vendor to manage the access card system.

3.9. Damage to any gate/entry or access system located at the External Intersections which is caused by any resident (or guest, family, invitee or licensee thereof) of either QM Association or Longleaf Park Subdivision shall become an obligation of the association in which said resident (or guest, family, invitee or licensee thereof) resides to the extent such costs for repair/replacement cannot be recovered from the resident or the resident's insurer, to include any unrecovered deductibles incurred by QM Association.

4. **Agreements by QM Association.** QM Association shall immediately withdraw its application to close NW 32nd and NW 35th Streets, retaining only the application to close NW 30th Place. It is agreed by the parties that QM Association's application to close NW 47<sup>th</sup> Avenue interface with the QM subdivision has no bearing on LP Developer, and LP Developer has no objection to same.

5. **Maintenance.**

5.1. Each Subdivision shall be responsible for maintaining the improvements that implement the Street Calming located within its respective Subdivision, subject to Long Leaf Park's future share of installation pursuant to paragraph 3.1 and maintenance expenses pursuant to paragraph 5.3 except, as set forth in paragraph 2.3, each Subdivision shall be responsible for maintaining any designation of its Subdivision on any common signage.

5.2. In the event that LP Developer or QM Association fail to so maintain the necessary improvements, and, as a result thereof, access to either Subdivision is interfered with or a party is otherwise deprived of the benefits of this Agreement, the other party may, after providing thirty (30) days' notice and opportunity to cure to the non-performing party, perform such maintenance on behalf of the non-performing party, and recover the costs thereof from the non-performing party, together with interest at the maximum rate allowed by law, costs and attorney's fees. The performing party shall have a temporary construction easement on the property of the non-performing party to permit such work to be done.

5.3. LP Developer shall reimburse QM Association as follows:

5.3.1. If there is common signage not maintained by parties separately under paragraph 5.1, LP Developer shall reimburse QM Association for one-half of the actual and reasonable costs associated with the maintenance thereof.

5.3.2. Subject to paragraph 2.5, LP Developer shall reimburse QM Association for 10.82% of: (a) the actual and reasonable costs of maintaining the other improvements constructed to implement the Street Calming (such as gates, gate operating and information systems, or speed tables); (b) any increase in the property insurance premiums of QM Association allocated to the gate/entry access systems); and (c) the Street Maintenance Costs as set forth in paragraph 3.2.2.

6. **Conditions.** The obligations of LP Developer and QM Association are conditioned upon all of the following:
  - 6.1. QM Association electing which of the measures in the Kimley-Horn Report dated October 26, 2021, it wishes to implement and providing notice of such election to LP Developer.
  - 6.2. County approval of the measures selected by QM Association under paragraph 6.1 to implement the Street Calming, to the extent such approval is necessary.
  - 6.3. When QM Association has selected what Street Calming measures it wishes to implement, and, to the extent necessary, County has approved such steps, the execution by LP Developer and QM Association of an instrument, and the recording of such instrument in the Public Records of Marion County, Florida, confirming their agreement to such steps and implementing the provisions of this Agreement including paragraphs 2.1, 2.2, 2.3 and 5 hereof.
7. **Changes in Development Plan.** Should LP Developer determine that the Development Plan for the Longleaf Park Subdivision should be modified, QM Association agrees to review such modifications and consent to such changes if the Development Plan, as approved by County:
  - 7.1. Provides for the continued development of the Longleaf Park Subdivision as a 55+ residential neighborhood of single-family, detached homes); and
  - 7.2. Does not increase the number of homes within the Longleaf Park Subdivision by more than five (5). If the Development Plan is changed to increase the number of homes, the percentage of reimbursement that LP Developer is obligated to pay under paragraph 5.3.2 shall be adjusted so that it equals the percentage that: (a) the number of homes then permitted in the Longleaf Park Subdivision bears to (b) the total of the number of homes in Quail Meadow (445) and the number of homes then permitted in Longleaf Park Subdivision. For example, if the number of homes in Longleaf Park Subdivision increases by five, the percentage in paragraph 5.3.2 shall equal eleven and seventy-one hundredths percent (11.71%).
8. **Authority; Successors and Assigns.** The parties hereto certify that they have full authority to enter into this Agreement and that the other party may rely upon such statement and certification in all ways and manners and further that said authority encompasses and includes the authority to bind their respective successors, assigns, heirs, personal representatives, boards, directors, officers, managers, agents, members and subsequent owners to the terms and obligations of this Agreement.
9. **Obligations Run With Land; Longleaf Park Association.**
  - 9.1. The rights and obligations of LP Developer under this Agreement are appurtenant to the Longleaf Park Parcel and binding on any successor in title to the Longleaf Park Parcel, except as set forth in paragraph 9.2.
  - 9.2. When LP Developer plats the Longleaf Park Subdivision, it shall, as set forth in paragraph 3.5, record covenants that establish a homeowners' association for the Longleaf Park Subdivision (the "LP Association"). Upon the recording of such covenants, all rights and obligations of LP Developer under this Agreement shall be deemed transferred to and assumed by LP Association, and LP Developer shall no longer have any rights or obligations under this Agreement.

10. **Venue.** The parties hereto agree that any action related to, in connection with or arising from this agreement or the breach or enforcement thereof shall be heard in the state courts of Marion County, or those federal courts located in Middle District of Florida, Orlando Division.
11. **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.
12. **Construction of Agreement.** Each party acknowledges that all parties to this Agreement participated equally in the drafting of this Agreement and that it was negotiated at arm's length. Accordingly, no court construing this Agreement shall construe it more strongly against one party than another.
13. **Signatures by Facsimile or Digital Execution.** It is the intent and Agreement of the parties hereto that the signatures, initials and handwritten or typewritten modifications to this Agreement shall be as legally binding upon the parties if in the form of a facsimile or digital execution (such as scanning and emailing) as if the original signatures, initials, and modifications were present on the documents in the hands of each party. Neither party shall assert the statute of frauds nor unenforceability or invalidity of this Agreement, or any addendum or modification of this Agreement, because of the use of facsimile or digital copies and not originals in any litigation; both parties simply waive and relinquish any such defense.
14. **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.

**THEREFORE**, the parties have executed this Agreement effective the date of execution by the last of the parties hereto.

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SIGNATURES START ON NEXT PAGE**

**LP DEVELOPER**

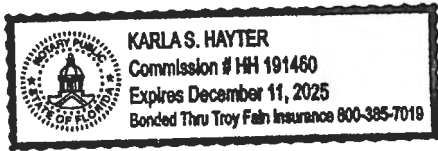
Highway 27 West, LLC, a Florida limited liability company


By:   
Todd B. Rudnianyn as Manager

Date: 2/28/23

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 28 day of February, 2023, by Todd B. Rudnianyn, as Manager of Highway 27 West, LLC, a Florida limited liability company.



  
Notary Public, State of Florida  
Name: KARLA S. HAYTER  
(Please print or type)

Commission Number: HH191460  
Commission Expires: 12/11/2025

Notary: Check one of the following:

- Personally known OR
- Produced Identification (if this box is checked, fill in blanks below).  
Type of Identification Produced: \_\_\_\_\_

**QM ASSOCIATION**

Quail Meadow Property Owners Association,  
Inc., a Florida not for profit corporation

By: [Signature]  
Luz DeJesus as President

STATE OF FLORIDA  
COUNTY OF Marion

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 17 day of February, 2023, by Luz DeJesus, as President of Quail Meadow Property Owners Association, Inc., a Florida not for profit corporation.



**LORI ANDERSON**  
Commission # HH 334529  
Expires December 6, 2026

[Signature]  
Notary Public, State of Florida  
Name: Lori Anderson  
(Please print or type)

Commission Number: 44337529  
Commission Expires: 12/6/2026

Notary: Check one of the following:

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

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



**EXHIBIT A**  
**LONGLEAF PARK PARCEL**

**LEGAL DESCRIPTION: PARCEL 1**

A PORTION OF THE WEST HALF OF THAT PART OF THE WEST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER THAT LIES NORTH OF HIGHWAY NO. 500 IN SECTION 4, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

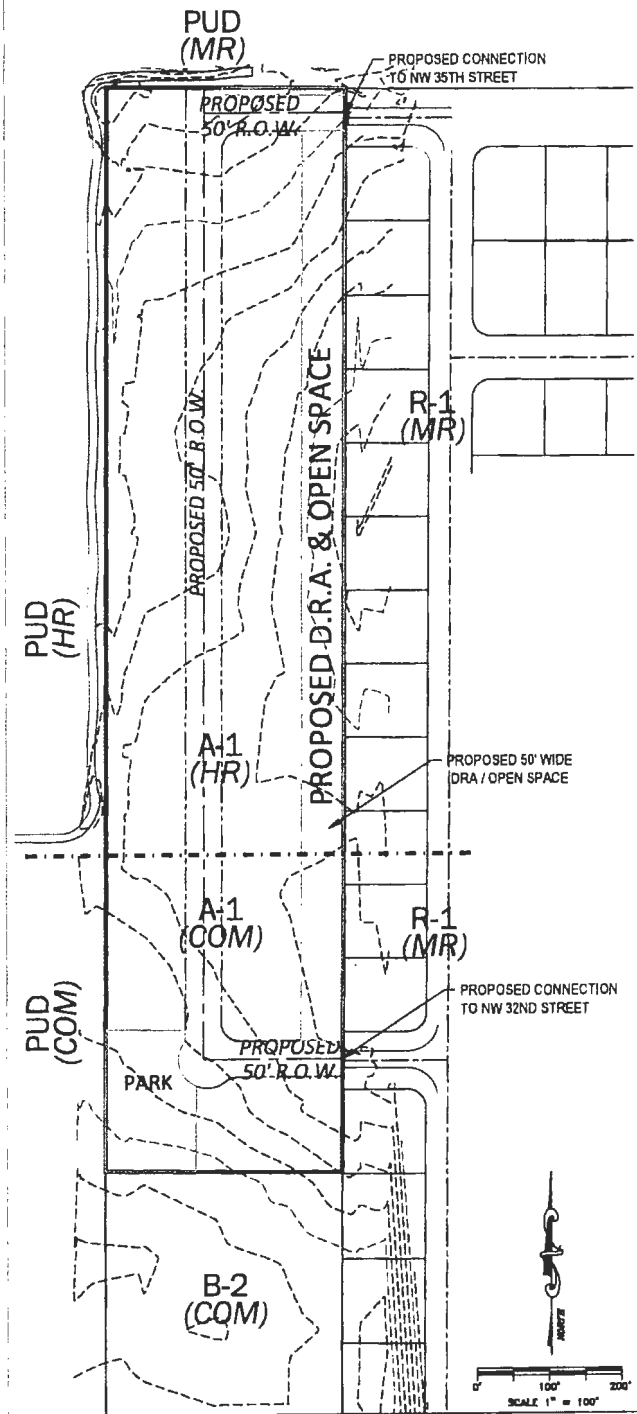
BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 4; THENCE ALONG THE NORTH BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 4, ALSO BEING THE SOUTHERLY BOUNDARY OF PARCEL 12 OF OCALA PRESERVE GOLF COURSE AS RECORDED IN PLAT BOOK 13, PAGES 23 THROUGH 28 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA THE FOLLOWING TWO (2) COURSES: 1) S.89°34'09"E., 31.26 FEET; 2) THENCE S.89°34'57"E., 153.67 FEET TO THE SOUTHWESTERLY MOST CORNER OF OCALA PRESERVE PHASE 6 AS RECORDED IN PLAT BOOK 12, PAGES 182 AND 183 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY BOUNDARY OF OCALA PRESERVE GOLF COURSE, ALONG SAID SOUTHERLY BOUNDARY OF OCALA PRESERVE PHASE 6, S.89°25'24"E., 145.45 FEET TO THE NORTHWEST CORNER OF QUAIL MEADOW AS RECORDED IN PLAT BOOK Y, PAGES 89 THROUGH 91 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY BOUNDARY, ALONG THE WESTERLY BOUNDARY OF SAID QUAIL MEADOW S.00°18'20"W., 1495.17 FEET; THENCE DEPARTING SAID WESTERLY BOUNDARY, N.89°30'40" W., 328.23 FEET TO A POINT ON THE WEST BOUNDARY OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 4; THENCE ALONG SAID WEST BOUNDARY THE FOLLOWING TWO (2) COURSES: 1) N.00°12'38", 434.91 FEET; 2) THENCE N.00°13'41"E., 1060.26 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 11.31 ACRES, MORE OR LESS.

**LEGAL DESCRIPTION: PARCEL 2**

A PORTION OF THE WEST HALF OF THAT PART OF THE WEST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER THAT LIES NORTH OF HIGHWAY NO. 500 IN SECTION 4, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 4; THENCE ALONG THE WESTERLY BOUNDARY OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 4 THE FOLLOWING TWO (2) COURSES: 1) S.00°13'41" W., 1060.26 FEET; 2) THENCE S.00°12'38"W, 434.91 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WESTERLY BOUNDARY S.89°30'40"E., 328.23 FEET TO A POINT ON THE WESTERLY BOUNDARY OF QUAIL MEADOW AS RECORDED IN PLAT BOOK Y, PAGES 89 THROUGH 91 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY BOUNDARY, S.00°18'20"W., 692.03 FEET TO THE SOUTHWESTERLY MOST CORNER OF SAID QUAIL MEADOW PLAT; THENCE DEPARTING SAID WESTERLY BOUNDARY, ALONG THE EASTERLY BOUNDARY OF THE WEST 1/4 OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 4, S.00°14'52"W., 414.06 FEET TO THE NORTHERLY RIGHT OF WAY OF U.S. HIGHWAY 27, ALSO BEING KNOWN AS STATE ROAD NO. 500 PER OFFICIAL RECORDS BOOK 900 PAGES 15 AND 16; THENCE DEPARTING SAID EASTERLY BOUNDARY, ALONG SAID NORTHERLY RIGHT OF WAY, N.61°34'56"W., 369.61 FEET TO THE WESTERLY BOUNDARY OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 4; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY, ALONG SAID WESTERLY BOUNDARY THE FOLLOWING THREE (3) COURSES: 1) N.00°12'04"E., 482.44 FEET; 2) THENCE N.00°12'38"E., 411.79 FEET TO THE NORTHEAST CORNER THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 4; 3) THENCE N.00°12'38"E., 40.65 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 7.67 ACRES, MORE OR LESS.

**EXHIBIT B  
LONGLEAF PARK CONCEPT PLAN EXCERPT**



**EXHIBIT C  
DISCLAIMER**

**See attached.**

## DISCLAIMER OF RELATIONSHIP WITH QUAIL MEADOW

Thank you for your interest in Longleaf Park.

Longleaf Park utilizes public streets within the Quail Meadow subdivision which was established by a plat recorded in Plat Book Y, Page 89, Public Records of Marion County, Florida.

Longleaf Park is, however, not part of Quail Meadow nor will the residents of Longleaf Park be members of the homeowners' association established for Quail Meadow: Quail Meadow Property Owners Association, Inc., a Florida not for profit corporation (the "Quail Meadow Association"). Thus, Longleaf Park residents will not be permitted to utilize the recreational amenities within Quail Meadow including, without limitation, the clubhouse, pool, and horseshoe pits, just as Quail Meadow residents will not be entitled to utilize any amenities within Longleaf Park.

On February 28, 2023, the developer of Longleaf Park (Highway 27 West, LLC, a Florida limited liability company) and the Quail Meadow Association entered into an Agreement Concerning Cooperation which was recorded in OR Book 7991, Page 1207, Public Records of Marion County, Florida. Such Agreement contains provisions concerning the use and maintenance of the streets within Quail Meadow and Longleaf Park, reimbursements, common signage and additional matters. You are encouraged to review such document and will be provided with a copy of it upon your request.

To confirm your receipt of, and agreement to the terms of, this document, please sign below.

### RECEIPT ACKNOWLEDGED

\_\_\_\_\_  
(Sign)

\_\_\_\_\_  
(Sign)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

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

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

# QUAIL MEADOW

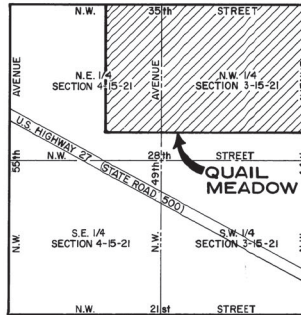
SECTIONS 3 & 4, TOWNSHIP 15 SOUTH, RANGE 21 EAST  
MARION COUNTY, FLORIDA

UNFILED UNDER 5 METER IN PLAT  
NO. 1927, AS ORDERED BY COUNTY  
COMMISSIONER RESOLUTION NO. 1927  
RECORDED IN OFFICIAL  
RECORD BOOK 1772 PAGE 87

UNFILED AND/OR VACATED IN PART OR WHOLE  
BY BOARD OF COUNTY COMMISSIONER RESOLUTION  
NUMBER 1927 THE CORPSE IN OFFICIAL  
RECORD BOOK 1772 PAGE 87

**LEGAL DESCRIPTION**

BEGIN AT THE N.E. CORNER OF SECTION 4, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, THENCE S89°02'15" W ALONG THE NORTH BOUNDARY OF SAID SECTION 4 A DISTANCE OF 164.12 FEET TO THE S.E. CORNER OF SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST, THENCE CONTINUE ALONG SAID NORTH BOUNDARY OF SECTION 4, N89°54'06" W 828.28 FEET TO THE N.W. CORNER OF THE EAST 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 4, THENCE S00°11'47" E ALONG THE WEST BOUNDARY OF SAID EAST 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 A DISTANCE OF 2187.95 FEET, THENCE N89°23'40" E 339.63 FEET, THENCE N89°20'20" E 642.41 FEET TO A POINT ON THE WEST BOUNDARY OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, THENCE N89°09'21" E 1318.55 FEET TO THE S.W. CORNER OF THE NORTH 1/2 1/2 ACRES OF THE THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 3 LYING WEST OF N.W. 44th AVENUE, THENCE N89°37'10" E ALONG THE SOUTH BOUNDARY OF SAID NORTH 1/2 1/2 ACRES 1145.47 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID N.W. 44th AVENUE, THENCE N00°01'12" W ALONG SAID WEST RIGHT-OF-WAY LINE 2150.16 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID SECTION 3, THENCE S89°58'20" W ALONG SAID NORTH BOUNDARY 2460.21 FEET TO THE POINT OF BEGINNING. CONTAINING 171.63 ACRES, MORE OR LESS.



LOCATION MAP  
SCALE: 1"=100'

**COVENANT**

THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AS A CONDITION PRECEDENT TO THE ACCEPTANCE OF THIS PLAT FOR RECORDING IN THE PUBLIC RECORDS, DOES HEREBY NOTIFY ALL PRESENT AND FUTURE OWNERS OF PROPERTY SHOWN ON THIS PLAT THAT THE LANDS INCLUDED IN THIS PLAT ARE SUBJECT TO SPECIAL ASSESSMENTS AS MAY BE PERMITTED BY LAW TO FINANCE COSTS INCURRED IN CONNECTION WITH THE MAINTENANCE, OPERATION AND CONSTRUCTION OF A CENTRAL WATER SYSTEM AND SEWER SYSTEM WHEN, IN THE OPINION OF SAID BOARD OR OTHER GOVERNING BODY HAVING JURISDICTION, SUCH FACILITIES BECOME NECESSARY IN ORDER TO PROTECT THE ENVIRONMENT AND THE HEALTH, SAFETY AND WELFARE OF THE GENERAL PUBLIC.

*Gail Cross*  
GAIL CROSS, CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS

**APPROVAL OF OFFICIALS**

APPROVED:

- BY *P.D. Stollie* COUNTY ENGINEERING DEPARTMENT
- BY *Walter J. ...* COUNTY PUBLIC WORKS DEPARTMENT
- BY *Michael E. May* COUNTY ZONING DEPARTMENT
- BY *David L. Townsend* COUNTY ENVIRONMENTAL HEALTH DEPARTMENT
- BY *Ronald H. Miller* COUNTY PLANNING DEPARTMENT
- BY *Jack Gore* COUNTY BUILDING DEPARTMENT

THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, DOES HEREBY APPROVE THIS PLAT FOR RECORDING IN THE PUBLIC RECORDS AND ACCEPTS THE FOREGOING DEDICATION.

BY *Gail Cross*  
GAIL CROSS  
CHAIRMAN OF THE BOARD

ATTEST: *Frances E. Higgins*  
FRANCES E. THIGPIN  
CLERK OF THE CIRCUIT COURT

I HEREBY CERTIFY THAT THE ATTACHED PLAT CONFORMS WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES, AND THAT SAID PLAT WAS FILED FOR RECORD IN PLAT BOOK Y, AT PAGES 87, 89, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, AT 11:51 A.M. ON MARCH 23, 1987.

BY *Frances E. Higgins*  
FRANCES E. THIGPIN  
CLERK OF THE CIRCUIT COURT

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT THIS PLAT OF QUAIL MEADOW IS A TRUE AND CORRECT REPRESENTATION OF THE LAND AS RECENTLY SURVEYED AND PLATTED UNDER MY DIRECTION; THAT THE PERMANENT REFERENCE MONUMENTS AS SHOWN THEREON WERE IN PLACE ON THE 23 DAY OF JANUARY, 1987, AND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND CHAPTER 21H-6, FLORIDA ADMINISTRATIVE CODE.

WILLIS C. MELVIN AND ASSOCIATES

BY *Willis C. Melvin*  
WILLIS C. MELVIN  
REGISTERED SURVEYOR NO. 1918  
STATE OF FLORIDA



**STANDARD NOTES**

- UTILITY AND DRAINAGE EASEMENTS ARE SHOWN BY DASHED LINES ON THE ATTACHED PLAT. ALL UTILITY COMPANIES SERVING THE PUBLIC AND GOVERNMENTAL AGENCIES ARE GRANTED THE RIGHT TO INSTALL AND MAINTAIN UTILITIES AND DRAINAGE FACILITIES IN THE EASEMENTS AS APPLICABLE.
- NO LOT OR TRACT AS SHOWN ON THIS PLAT SHALL BE DIVIDED OR RE-SUBDIVIDED EXCEPT FOR THE SOLE PURPOSE OF PROVIDING ADDITIONAL AREA TO ADJACENT LOTS OR TRACTS OR UNTIL A REPLAT IS FILED WITH MARION COUNTY WHICH COMPLIES WITH THE PROVISIONS OF THE PUBLIC WORKS MANUAL. VIOLATION OF THIS PROVISION MAY BE PUNISHABLE AS PROVIDED IN THE CODE OF MARION COUNTY.
- ALL APPLICATIONS FOR SEPTIC TANK SYSTEMS SHALL BE CONSIDERED ON A LOT BY LOT BASIS EACH DEPENDENT ON ITS MERITS. INSTALLATION SHALL BE SUBJECT TO REGULATIONS IN EFFECT AT THE TIME OF INSTALLATION.
- THIS PLAT CONTAINS 448 LOTS AND 5.58 MILES OF ROAD.
- NO IMPROVEMENTS ARE LOCATED ON THIS PLAT.
- (P) INDICATES PERMANENT REFERENCE MONUMENT (P.R.M.)
- (C) INDICATES PERMANENT CONTROL POINT (P.C.P.)
- D.R.A. INDICATES DRAINAGE RETENTION AREA.
- R.O.W. INDICATES RIGHT-OF-WAY.
- P.O.B. INDICATES POINT OF BEGINNING.
- C INDICATES CENTERLINE
- N INDICATES NORTH
- S INDICATES SOUTH
- E INDICATES EAST
- W INDICATES WEST
- NO. INDICATES NUMBER
- # INDICATES NUMBER
- ① INDICATES CURVE NUMBER
- BEARINGS ARE BASED ON AN ASSUMED MERIDIAN.
- ALL RADII ARE 25 FEET UNLESS OTHERWISE SHOWN.
- COUNTY OFFICIALS EMPLOYED BY THE COUNTY BUILDING AND ZONING DEPARTMENT, COUNTY ENVIRONMENTAL HEALTH DEPARTMENT, COUNTY PUBLIC WORKS DEPARTMENT, AND COUNTY ENGINEERING DEPARTMENT SHALL HAVE THE RIGHT TO ENTER UPON THE LANDS INCLUDED IN THIS PLAT FOR THE PURPOSES OF INSPECTING ANY AND ALL FACILITIES, STRUCTURES AND CONSTRUCTION OF IMPROVEMENTS IN ORDER TO ASSURE THAT THE SAME ARE IN KEEPING WITH THE PUBLIC SAFETY, HEALTH, AND GENERAL WELFARE.
- DRAINAGE RETENTION AREAS NO. 1, NO. 2, NO. 3, NO. 4, NO. 5, NO. 6, AND NO. 7 ARE PRIVATE DRAINAGE FACILITIES DEDICATED TO AND MAINTAINED BY QUAIL MEADOW PROPERTY OWNERS ASSOCIATION, INC. OR THEIR SUCCESSORS IN TITLE TO SAID DRAINAGE RETENTION AREAS. SAID DRAINAGE RETENTION AREAS SHALL BE USED FOR THE DISPOSAL OF STORM WATER RUNOFF FROM THE PUBLIC ROADS SHOWN ON THIS PLAT AND DRAINAGE EASEMENTS AND RIGHT-OF-WAY FOR SUCH PURPOSE IS HEREOF GRANTED BY THE DEVELOPER. MARION COUNTY SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION OR MAINTENANCE OF SAID DRAINAGE RETENTION AREAS.
- (U) INDICATES EXISTING MARION COUNTY SECTION MONUMENT (UNNUMBERED).

**DEDICATION**

KNOW ALL MEN BY THESE PRESENTS; THAT DREXEL INVESTMENTS, INC., A FLORIDA CORPORATION, HAS CAUSED TO BE MADE THE ATTACHED PLAT OF QUAIL MEADOW, THE SAME BEING A SUBDIVISION OF THE LANDS HEREOF DESCRIBED, AND THAT THE AVENUES, COURTS, TERRACES, STREETS, PLACES AND LAINE SHOWN ON THE ATTACHED PLAT ARE HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSES, RESERVING UNTO THEMSELVES, THEIR SUCCESSORS OR ASSIGNS, THE REVERSION OR REVERSIONS THEREOF WHENEVER DISCONTINUED BY LAW; AND THAT DRAINAGE RETENTION AREAS NO. 1, NO. 2, NO. 3, NO. 4, NO. 5, NO. 6, AND NO. 7, AND DRAINAGE EASEMENTS AND DRAINAGE RIGHTS-OF-WAY DESIGNATED HEREOF SHALL BE PRIVATE PROPERTY AND WHICH ARE HEREBY DEDICATED TO THE PROPERTY OWNERS ASSOCIATION ESTABLISHED FOR THIS SUBDIVISION, SUBJECT TO AN EASEMENT HEREBY GRANTED TO MARION COUNTY FOR THE PURPOSE OF COLLECTION AND DISPOSAL OF STORMWATER DRAINAGE FROM THE PUBLIC STREET RIGHTS-OF-WAY AND FOR NO USE INCONSISTENT THEREWITH; AND THAT THE UTILITY EASEMENTS, AS SHOWN OR NOTED, ARE RESERVED AND GRANTED FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES, AND THAT TRACTS A AND B ARE RESERVED EXCLUSIVELY FOR THE USE OF SEWER FACILITIES.

IN WITNESS WHEREOF THE SAID DREXEL INVESTMENTS, INC. HAS CAUSED THESE PRESENTS TO BE SIGNED IN ITS CORPORATE NAME BY ITS PRESIDENT AND ASSISTANT SECRETARY, AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED BY ITS ASSISTANT SECRETARY ON THIS 9 DAY OF JANUARY, 1987, ALL BY AND WITH THE AUTHORITY OF THE BOARD OF DIRECTORS OF SAID CORPORATION.

DREXEL INVESTMENTS, INC.

BY *Harry T. Mangurian Jr.*  
HARRY T. MANGURIAN, JR.  
PRESIDENT

ATTEST *Marlene Boyle*  
MARLENE BOYLE  
ASSISTANT SECRETARY



STATE OF FLORIDA  
COUNTY OF MARION

BEFORE ME THIS DAY PERSONALLY APPEARED HARRY T. MANGURIAN, JR. AND MARLENE BOYLE, AS PRESIDENT AND ASSISTANT SECRETARY RESPECTIVELY OF DREXEL INVESTMENTS, INC. TO ME WELL KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND WHO ACKNOWLEDGED THAT THEY DID SO AS OFFICERS OF SAID CORPORATION ALL BY AND WITH THE AUTHORITY OF THE BOARD OF DIRECTORS OF SAID CORPORATION.

DATE: 1-9-87

*Samuel H. Dwyer*  
NOTARY PUBLIC  
STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES 11-24-91



NOTICE: There may be additional restrictions that are not recorded on this plat that may be found in the public records of this County.



APPROVED AND/OR VACATED, IN PART OR WHOLE, BY BOARD OF COUNTY COMMISSION RESOLUTION NUMBER 11-11-17, RECORDED IN OFFICIAL RECORD BOOK 1118, PAGE 77.

# QUAIL MEADOW

SECTIONS 3 & 4,  
TOWNSHIP 15 SOUTH, RANGE 21 EAST  
MARION COUNTY, FLORIDA



UNFILED AND/OR VACATED, IN PART OR WHOLE, BY BOARD OF COUNTY COMMISSION RESOLUTION NUMBER 11-11-17, RECORDED IN OFFICIAL RECORD BOOK 1118, PAGE 77.

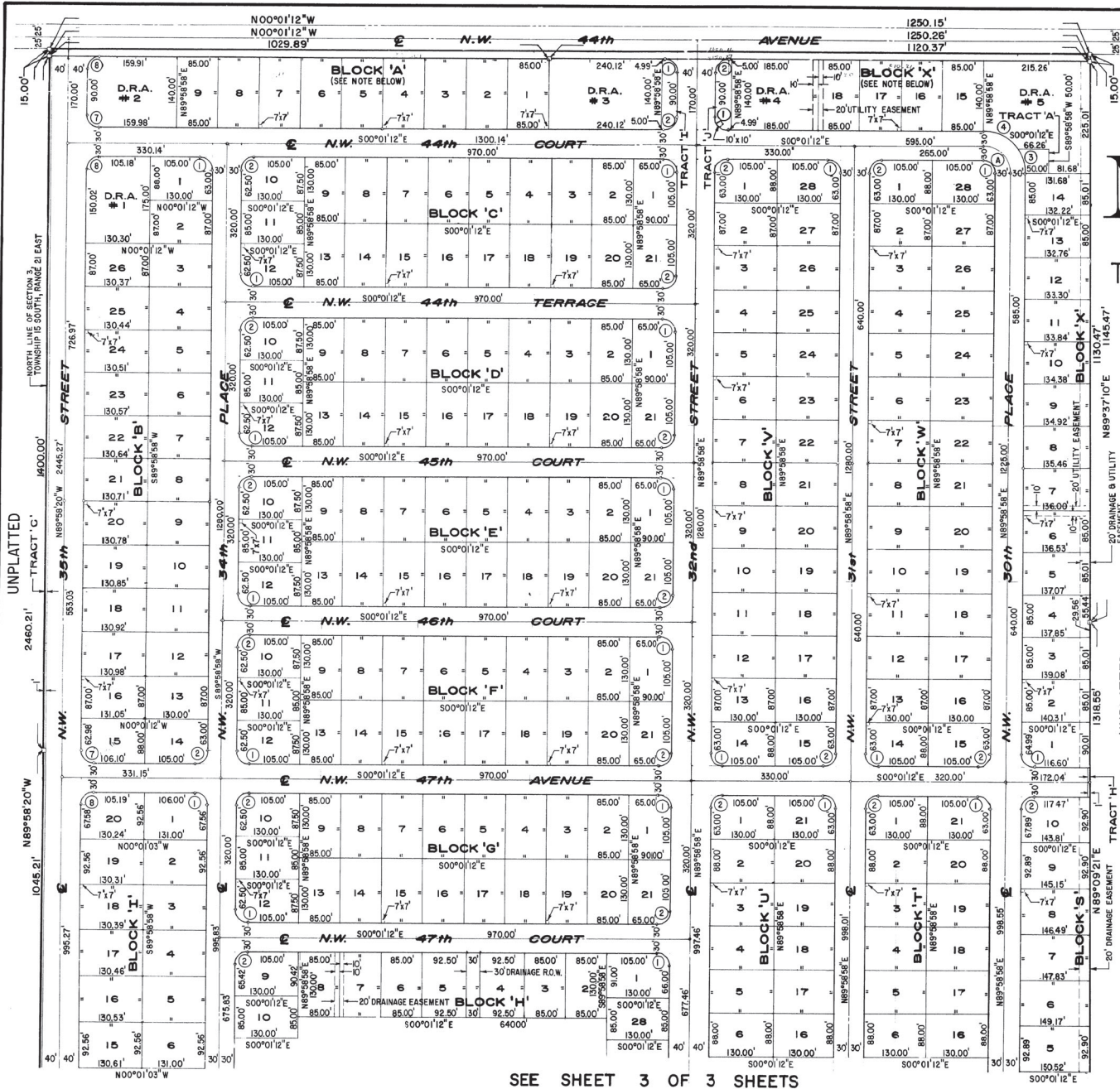
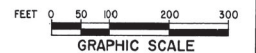
CURVE DATA CENTERLINE				
NO	DELTA	RADIUS	ARC	CHORD BEARING
A	90°00'10"	55.00'	86.40'	55.00' N44°58'53"E

CURVE DATA RIGHT-OF-WAY AND LOTS				
NO	DELTA	RADIUS	ARC	TANGENT
1	90°00'10"	25.00'	39.27'	25.00'
2	89°59'50"	25.00'	39.27'	25.00'
3	36°01'52"	85.00'	53.45'	27.64'
4	53°58'17"	85.00'	80.07'	43.28'
5	89°54'24"	25.00'	39.23'	24.96'
6	90°05'36"	25.00'	39.31'	25.04'
7	90°05'52"	25.00'	39.29'	25.02'
8	89°57'08"	25.00'	39.25'	24.98'
9	89°57'06"	25.00'	39.25'	24.98'
10	89°58'42"	25.00'	39.28'	24.99'
11	90°01'18"	25.00'	39.28'	25.01'
12	91°02'19"	25.00'	39.72'	25.46'

NOTE:  
LOTS 1 THRU 9 INCLUSIVE, BLOCK 'A' AND LOTS 15 THRU 18 INCLUSIVE, BLOCK 'X' ARE RESTRICTED FROM ACCESS ON TO N.W. 44th AVENUE. ACCESS TO SAID LOTS SHALL BE FROM N.W. 44th AVENUE ONLY.

NOTE:  
TRACTS 'I' AND 'U' ARE RESERVED FOR ENTRANCE SIGNAGE AND LANDSCAPING AND SHALL BE OWNED AND MAINTAINED BY QUAIL MEADOW PROPERTY OWNER'S ASSOCIATION.

NOTE:  
ALL 7x7' EASEMENT AREAS ARE DESIGNATED FOR ELECTRIC UTILITY TRANSFORMER PADS.



SEE SHEET 3 OF 3 SHEETS

NOTICE: There may be additional easements that are not recorded on this plat that may be found in the public records of this County.

# QUAIL MEADOW

SECTIONS 3 & 4, TOWNSHIP 15 SOUTH, RANGE 21 EAST  
MARION COUNTY, FLORIDA

ANNULLED AND/OR VACATED, IN PART OR WHOLE  
BY BOARD OF COUNTY COMMISSION RESOLUTION  
NUMBER 97-27-1776 RECORDED IN OFFICIAL  
RECORD BOOK 1776 PAGE 677

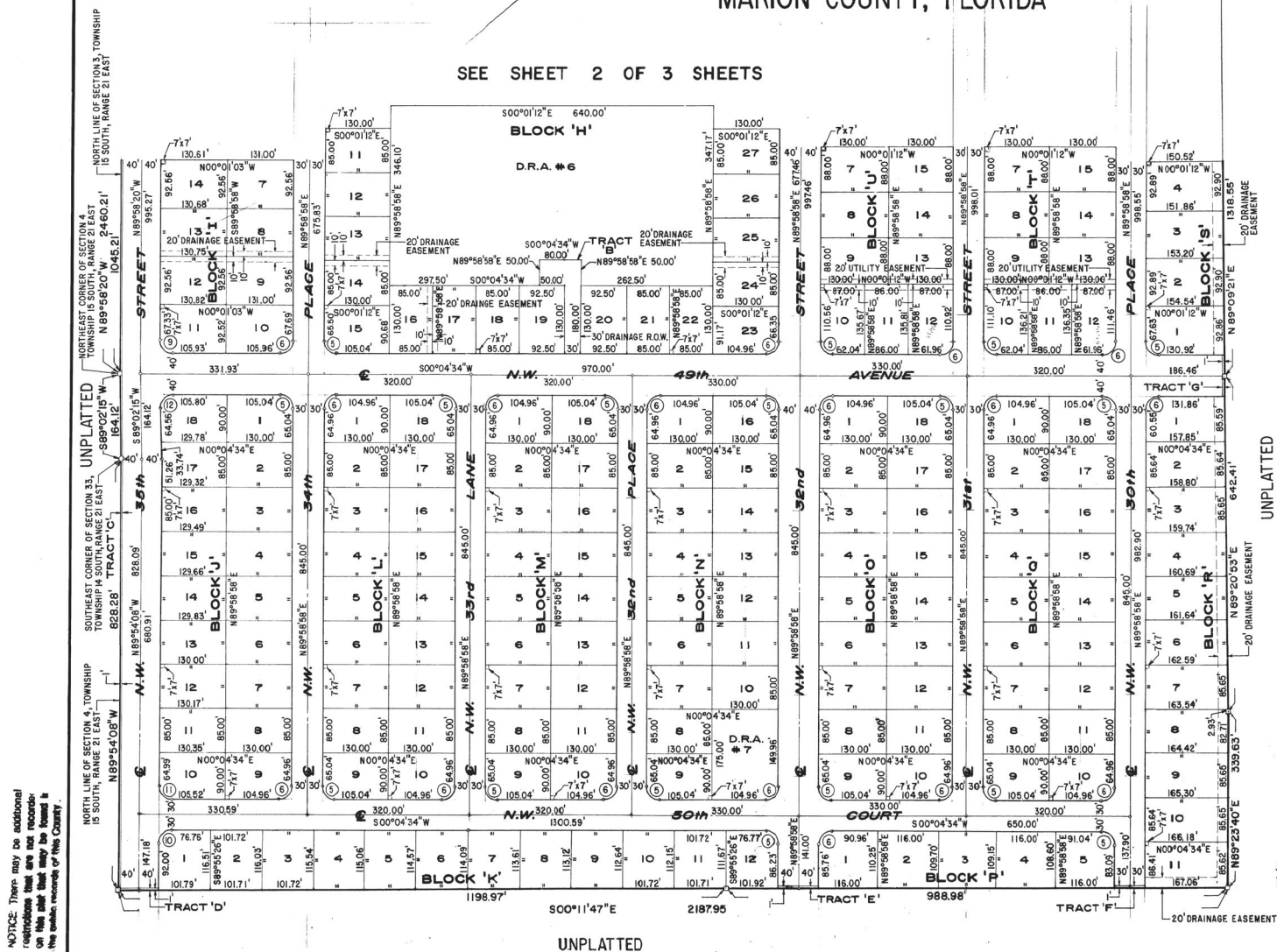
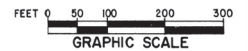
ANNULLED AND/OR VACATED, IN PART OR WHOLE  
BY BOARD OF COUNTY COMMISSION RESOLUTION  
NUMBER 97-27-1776 RECORDED IN OFFICIAL  
RECORD BOOK 1776 PAGE 677

SEE SHEET 2 OF 3 SHEETS

N  
SCALE: 1"=100'

UNPLATTED

NOTE:  
ALL 7x7' EASEMENT AREAS ARE DESIGNATED  
FOR ELECTRIC UTILITY TRANSFORMER PADS.



NOTICE: There may be additional  
revisions that are not recorded  
on this plat that may be found in  
the public records of this County.



# Location Map

Proposed Road Closing / Abandonment  
&

Simultaneously Conveyance to Home Owners' Association  
All of the dedicated road(s), right of way and  
appurtenant drainage facilities within

Quail Meadow

Plat Book Y Page 89-91

