

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 25th Avenue, Ocala, Florida, 34471, (hereinafter referred to as "County") and Quail Meadow Property Owners Association, Inc., whose address is 3158 NW 49th 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 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, 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.

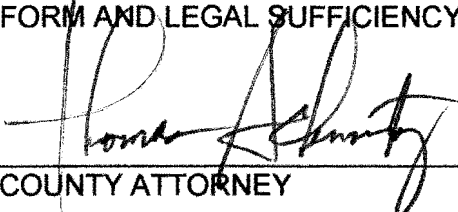
ATTEST:

**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