



GREGORY C HARRELL CLERK & COMPTROLLER MARION CO  
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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**

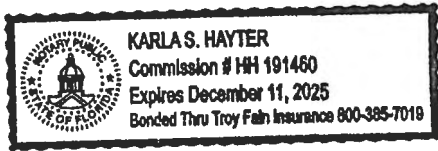
Highway 27 West, LLC, a Florida limited liability company

By: [Signature]  
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.



[Signature]  
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:

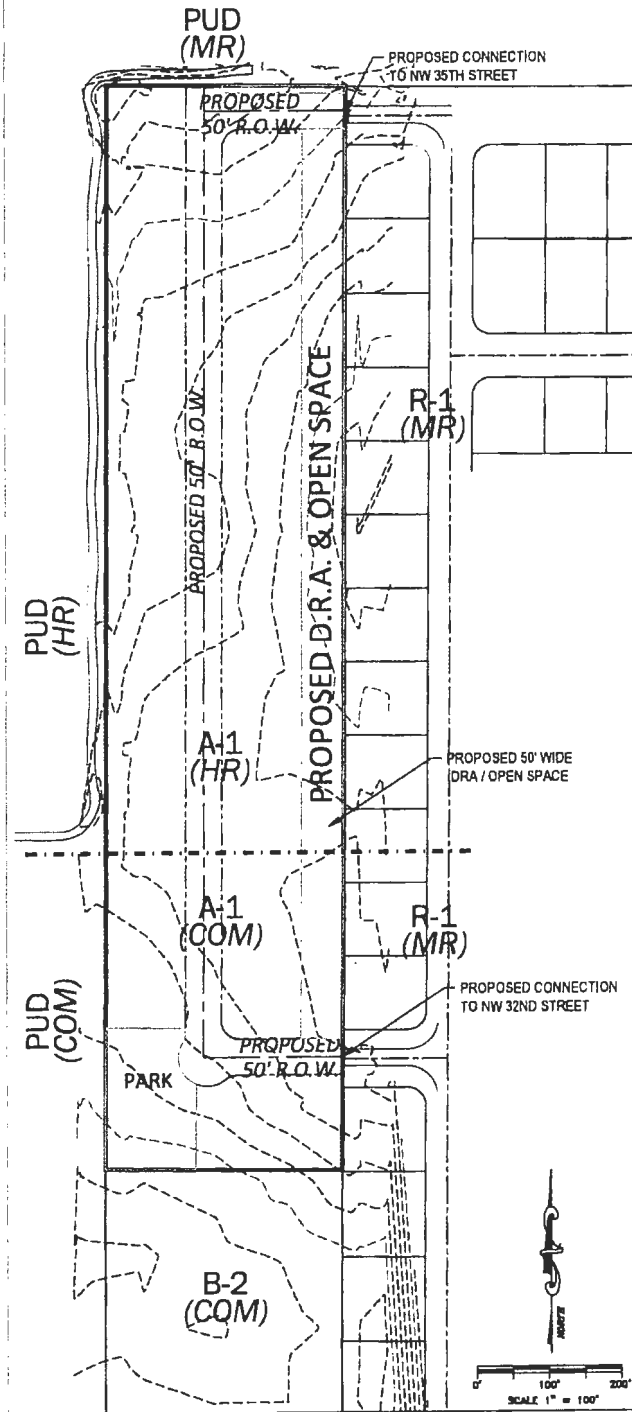
BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 4; THENCE ALONG THE NORTH BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 4, ALSO BEING THE SOUTHERLY BOUNDARY OF PARCEL 12 OF OCALA PRESERVE GOLF COURSE AS RECORDED IN PLAT BOOK 13, PAGES 23 THROUGH 28 OF THE PUBLIC 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: \_\_\_\_\_