

MAINTENANCE AGREEMENT

This **MAINTENANCE AGREEMENT** is made this ____ day of _____, _____ by and between **MARION COUNTY**, a political subdivision of the State of Florida, having its offices at 601 S.E. 25th Avenue, Ocala, FL 34471 (the "County") and **QUAIL MEADOW PROPERTY OWNERS ASSOCIATION, INC.**, a Florida corporation, having a principal address at 1321 SE 25TH LOOP, STE. 101, OCALA, FL 34471, (hereinafter referred to as "Association"). County and Association are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Association is the owner of common areas in the Quail Meadow subdivision, located near US Highway 27 in Marion County, Florida (the "Land"), and more particularly located near NW 44th Avenue; and

WHEREAS, Association will commence construction of gate equipment and related improvements upon the Land; and

WHEREAS, one of the County's conditions for the approval of the construction of the gate equipment outside of the County right-of-way on NW 49th Avenue is a commitment from Association to maintain the equipment and related improvements in good condition; and

WHEREAS, additional improvements are needed in the County right-of-way to ensure the traveling public have a turnaround on public property due to the installation of the private property gate; and

WHEREAS, Association is installing the aforesaid gate on private property and related improvements necessary for a turnaround and operation of gate in the County right-of-way on NW 49th Avenue, just south of the subdivision plat limits south of the intersection with NW 30th Place; and

WHEREAS, the County requires a maintenance agreement to be executed for a portion of NW 49th Avenue improvements that will be installed and maintained by Association; and

WHEREAS, Association has agreed to maintain the private property gate equipment and all improvements in Exhibit A which consist of: pavement, pavement markings, and any infrastructure related to private property gate operation in good condition; and

WHEREAS, the Association will maintain the improvements shown on the Improvement Plan #32243, Quail Meadow Community Entrance Gates, approved by Marion County on 05/16/25, for the improvements shown on NW 49th Avenue within the County owned right-of-way; and

WHEREAS, the County and Association desire to enter into this Maintenance Agreement to set forth each Party's rights, obligations and responsibilities with respect to the maintenance of the gate

equipment and related improvements on NW 49th Avenue, south of the intersection with NW 30th Place, in the County right-of-way; and

WHEREAS, by executing this Maintenance Agreement, Association acknowledges and agrees that in the event it fails to properly maintain the gate equipment and related improvements, including but not limited to pavement, pavement markings, and any infrastructure associated with the gate operation, following written notice from the County identifying such deficiency, and if no corrective action is taken within thirty (30) calendar days of said notice, the County may, at its sole discretion, remove the gate equipment and all related improvements, whether located within the County right-of-way or on private property. Association further agrees to fully reimburse the County for any costs incurred in performing such removal and shall not obstruct, restrict, or otherwise withhold access to any portion of the property necessary for the County to conduct said removal activities;

NOW THEREFORE, for and in consideration of the above recitals, the mutual promises and covenants contained hereinbelow and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Commencing as of the Effective Date of this Maintenance Agreement, and continuing for so long as the Association wishes to keep the gate in place, the County agrees to allow the gate related equipment and improvements to be constructed in the County right-of-way on NW 49th Avenue provided that the Association maintains the gate related equipment and improvements in good condition.

2. Any notice that may be given hereunder, shall be in writing and the same shall be delivered by overnight courier, certified mail, return receipt requested or personal delivery to the following addresses:

If to the County:
Marion County Administrator's Office
Attn: Marion County Administrator
601 S.E. 25th Avenue
Ocala, FL 34471

If to QUAIL MEADOW PROPERTY OWNERS ASSOCIATION, INC.:
QUAIL MEADOW PROPERTY OWNERS ASSOCIATION, INC.
3158 NW 49th Avenue
Ocala, FL 34471

Or at such other addresses as the County and Association may hereafter designate.

3. This Maintenance Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and such counterparts together constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

4. Facsimile copies of this Maintenance Agreement and the signatures thereon shall have the same force and effect as if the same were original.

5. Rights, obligations and responsibilities under this Maintenance Agreement may not be transferred or otherwise assigned by a Party without first obtaining the written consent of the other Party, such consent not being unreasonably withheld.

6. This Maintenance Agreement represents the complete and entire understanding and agreement by and between the County and Association concerning the subject matter herein. All prior inconsistent understandings, arrangements and/or agreements with respect thereto, whether oral or written, are hereby declared null and void.

IN WITNESS WHEREOF, the County and **QUAIL MEADOW PROPERTY OWNERS ASSOCIATION, INC.** have hereunto set their hands and seals to take effective as of the day and year first written above.

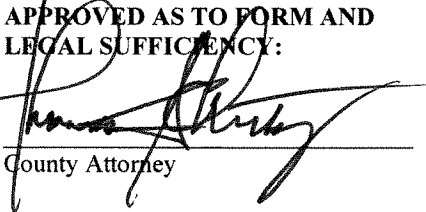
ATTEST:

By: _____
Gregory C. Harrell
Clerk of the Court

**MARION COUNTY
BOARD OF COUNTY COMMISSIONERS**

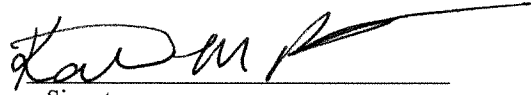
By: _____
Kathy Bryant, Chairman

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

For: 

County Attorney

WITNESSES:



Signature

Katherine M Perkins

Print or type name



Signature

Lon Anderson

Print or type name

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

By: 

Luz M. DeJesus
Print or type name

President of Quail Meadow

Title:

Date: Sept 25 2025

STATE OF FL
COUNTY OF Marion

The foregoing instrument was acknowledged before me this 25th day of September, 2025,
by Driver license/in person who is personally known to me or who has produced
DL as identification and who did not take an oath.

Fotini K. Belaval
Signature of Notary Public

Fotini K. Belaval
Printed Name of Notary Public

My Commission Expires: March 3, 2029 FKB



FOTINI K. BELAVAL
Commission # HH 647032
Expires March 3, 2029