

This Document Prepared By and Return To:

W. James Gooding III, Esquire
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, FL 34471

Rec: \$35.50

AGREEMENT CONCERNING MAINTENANCE OF ACCESS ROAD

THIS AGREEMENT CONCERNING MAINTENANCE OF ACCESS ROAD is entered into this _____, 2025, by and between:

- 484 Road Runner Resources, LLC, a Florida limited liability company (“Developer”); and
- Marion County, Florida, a political subdivision of the State of Florida (“County”).

WHEREAS:

- A. Pursuant to Resolution No. 22-R-576 (the “PUD Resolution”), County approved a Planned Unit Development (“PUD”) for real property then owned by Coyote Crossings Holdings, LLC. Paragraph 11 of the conditions of the PUD Resolution required the construction of a vehicular access road (the “Access Road”) to connect the PUD development with the adjoining Marion Oaks Subdivision.
- B. The Access Road is being built on Marion County Tax Parcel ID No.: 8009-1277+13, which parcel (the “Road Access Parcel”) has been dedicated to County pursuant to Section 95.361(2), Florida Statutes, as set forth in Resolution No. 25-R-35 recorded in OR Book 8524, Page 963, Public Records of Marion County, Florida.
- C. Developer:
 - 1). Owns a portion of the property approved as the PUD being Marion County Tax Parcel ID No. 41205-001-00 and is developing such property as a subdivision to be known as “Coyote Crossings Industrial Phase 1” (the “Subdivision”).
 - 2). Will be constructing the Access Road as required by the PUD Resolution.
 - 3). Will be recording a Declaration of Covenants and Restrictions (the “Declaration”) for the Subdivision which shall establish a property owners’ association (the “Association”) for the Subdivision with the obligation to maintain improvements as set forth in the Declaration.
 - 4). Developer and County are entering into this Agreement to provide for the maintenance of the Access Road and Access Road Parcel by Developer and eventually by the Association.

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. **Maintenance.**

1.1. Generally. The Access Road and Access Road Parcel shall be maintained pursuant to this paragraph 1.

1.2. Standards. The Access Road shall be maintained pursuant to the standards for road maintenance set forth in County's *Transportation Maintenance and Operation Standards* (the "Standards") (currently adopted pursuant to County Resolution 22-R-367) for the County's functional classification of the Access Road which classification is currently "Subdivision Local." The Access Road Parcel outside of the Access Road shall be mowed pursuant to such Standards.

1.3. By Developer. Developer shall maintain the Access Road and Access Road Parcel until the responsibility therefor has been assumed by the Association pursuant to paragraph 1.4.

1.4. By Association.

1.4.1. The Association shall be responsible for the maintenance of the Access Road and Access Road Parcel after the following have occurred:

- a. A Plat for the Subdivision has been recorded; and
- b. The Declaration has been recorded and specifically provides that the Association shall be responsible for the maintenance of the Access Road and Access Road Parcel pursuant to this Agreement.

1.4.2. Upon the occurrence of the foregoing, Developer may record an instrument acknowledging that the maintenance responsibility has been assumed by the Association pursuant to this paragraph 1.4.

2. **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 on the day and year first written above.

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SIGNATURES START ON NEXT PAGE**

DEVELOPER

484 Road Runner Resources, LLC, a Florida
limited liability company

By: _____
Richard W. McGinley as Manager

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this March ____, 2025, by Richard W. McGinley, as Manager of 484 Road Runner Resources, LLC, a Florida limited liability company, on behalf of such company.

Notary Public, State of Florida

Name: _____

(Please print or type)

Commission Number:

Commission Expires:

Notary: Check one of the following:

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

Type of Identification Produced: _____

COUNTY

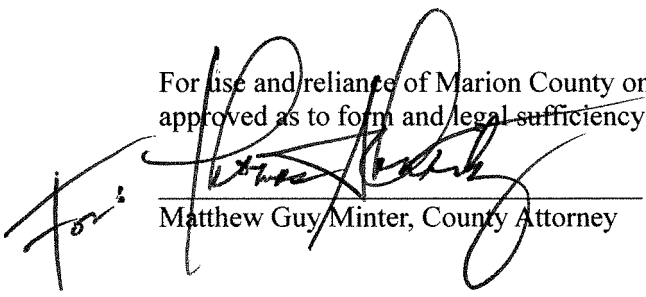
MARION COUNTY, FLORIDA, a political
subdivision of the State of Florida, by its Board
of County Commissioners

By: _____
Kathy Bryant, Chairman

ATTEST:

Gregory C. Harrell, Clerk of Court and
Comptroller

For use and reliance of Marion County only,
approved as to form and legal sufficiency:



Matthew Guy Minter, County Attorney

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