

IN THE CIRCUIT COURT OF THE
SECOND JUDICIAL CIRCUIT, IN AND
FOR LEON COUNTY, FLORIDA.

TWIN ACTION PROPERTIES, INC.,
and RK DEVELOPMENT OF
TALLAHASSEE, INC.,

Plaintiffs,

vs

CASE NO. 2006-CA-1530

GOLDEN EAGLE HOMES ASSOCIATION,
INC.,

Defendant.

FINAL JUDGMENT

This cause came on for final hearing on Count II of the Second Amended Complaint filed by RK Development of Tallahassee, Inc., against Golden Eagle Homes Association, and Counts II, III, IV, and V of the Second Amended Counterclaim and the Third-Party Complaint filed by Golden Eagle Homes Association, Inc. against Twin Action Properties, Inc., RK Development of Tallahassee, Inc., and Twin Action Realty, Inc. The Court having considered the evidence presented, the stipulations of the parties, the depositions, the record, argument of counsel and being otherwise fully advised, finds as follow, to-wit:

1. Golden Eagle Homes Association, Inc. and Capital First Holdings, Inc. entered into an agreement dated April 13, 1998.

2. On January 19, 1999, Capital First Holdings, Inc. executed a Warranty Deed conveying to Twin Action Properties, Inc. real property described on the said deed as Golden Eagle #6, less and except a .79 acre parcel described as the guard house area, and included other real property as well.

3. Capital First Holdings, Inc. also executed a Warranty Deed to RK Development of Tallahassee, Inc. on January 19, 1999, conveying a .79 acre parcel described in said deed as the guard house area.

4. Golden Eagle Homes Association, Inc., Twin Action Properties, Inc., Twin Action Realty, Inc. and RK Development of Tallahassee, Inc. entered into a Settlement Agreement and Release dated April 25, 2000. All parties were represented by counsel in the negotiation of the Settlement Agreement and Release.

5. The Settlement Agreement and Release provided, among other things, that the parties to the agreement, as well as some others named therein, had no further obligation regarding and were released from any obligations arising out of the earlier agreement between Golden Eagle Homes Association, Inc. and Capital First Holdings, Inc. dated April 13, 1998.

6. The Settlement Agreement and Release between the parties to this cause, dated April 25, 2000, further provided that RK Development of Tallahassee, Inc. would transfer all its interest in the .79 acre parcel known as the "East Gate Guard House and Sales Center" to Golden Eagle Homes Association, Inc., when at least 90% of the property purchased by Twin Action Properties, Inc., on or about January 28, 1999, known as

"Golden Eagle" had been sold by Twin Action Properties, Inc. Further, that RK Development of Tallahassee, Inc. would have no obligation to transfer title until 6 months had passed from the date on which the 90% sales figure had been met, but that RK Development of Tallahassee, Inc. would be required to transfer the property free from any liens.

7. The Settlement Agreement and Release dated April 25, 2000, further provided that Golden Eagle Homes Association, Inc. was granted permission to continue to occupy the guard house portion of the .79 acre parcel with specific terms to be agreed by the parties. No written lease was ever entered into by the parties and they operated on what has been described as a "handshake."

8. The parties to the cause have stipulated that if the 90% turnover threshold referenced in the April 25, 2000, Settlement Agreement and Release includes Golden Eagle Unit 6, the threshold under the agreement has not been met, and that if the said 90% threshold does not include Golden Eagle Unit 6, then the threshold for turnover has been met.

9. It is apparent that the relationship between RK Development, Inc. and Golden Eagle Homes Association, Inc. broke down because as Mr. Roger K. Hobbs stated in his deposition, "They were doing everything in their power to hurt the Hobbs family business."

10. RK Development of Tallahassee, Inc. and Twin Action Realty, Inc. entered into a Commercial Lease dated May 16, 2006, with an effective date of June 1, 2000, relating

to the .79 acre guard house area, with the same being modified on June 11, 2007, and providing for a fifty-year term.

11. The parties disagree as to whether a lease on the guard house constitutes a lien under the terms of the Settlement Agreement and Release dated April 25, 2000.

12. A lien is a charge or security or incumbrance upon property. An incumbrance is a claim, lien, charge or liability attached to and binding real property and includes a lease.

13. RK Development of Tallahassee, Inc. and Twin Action Realty, Inc. were parties to the April 25, 2000, Settlement Agreement and Release and thus were on notice that any lease they may enter relating to the .79 acre parcel known as the "East Gate Guard House and Sales Center" would be limited by the provisions of said agreement.

14. An examination of the various deeds dated January 28, 1999, and one dated January 27, 1999, clearly demonstrates that Golden Eagle Unit 6 is not contained in said legal descriptions and thus Golden Eagle Unit #6 is not included in the 90% threshold referenced in the April 25, 2000, Settlement Agreement and Lease.

15. The 90% sales threshold has been met under the terms of the April 25, 2000, Settlement Agreement and Release and RK Development of Tallahassee, Inc. must now convey title to the .79 acre parcel known as "East Gate Guard House and Sales Center" to Golden Eagle Homes Association, Inc.

Accordingly, it is

ORDERED AND ADJUDGED as follows:

A. The relief prayed for in Counts II, III, and IV of the Second Amended Counterclaim and the Third Party Complaint of Golden Eagle Homes Association, Inc. is Granted and RK Development of Tallahassee, Inc. shall forthwith convey by Warranty Deed to Golden Eagle Homes Association, Inc., free of all liens which include, but are not limited to, the Commercial Lease dated May 16, 2006, and any modifications thereto, the real property as described in Exhibit A, attached hereto and made a part hereof.

B. In light of this Court's ruling above, Count II of the Second Amended Complaint of RK Development of Tallahassee, Inc., and Count IV of the Second Amended Counterclaim of Golden Eagle Homes Association, Inc. are rendered moot.

C. This Court reserves jurisdiction to consider the entitlement to and the amount of, if any, attorneys' fees and costs.

DONE AND ORDERED in Chambers at Tallahassee, Leon County, Florida, this

2nd
day of November, 2007.



WILLIAM L. GARY
Circuit Judge

LEGAL DESCRIPTION
GUARD HOUSE AREA

BEGIN at the intersection of Deerlake Road with the Southeastly-most corner of Golden Eagle Drive East as per the plat or map of Golden Eagle Plantation Unit 1 as recorded in Plat Book 9, Page 72, of the Public Records of Leon County, Florida and run thence along the Southerly right of way line of said Golden Eagle Drive East as follows: North 17 degrees 29 minutes 34 seconds West 51.19 feet, thence North 80 degrees 28 minutes 38 seconds West 122.37 feet, thence North 48 degrees 13 minutes 50 seconds West 72.56 feet to a point of curve concave to the Northeastly, thence Northwestly along said curve with a radius of 50.00 feet through a central angle of 98 degrees 00 minutes 15 seconds for an arc distance of 85.52 feet (chord bears North 59 degrees 28 minutes 43 seconds West 74.47 feet), thence leaving said Southerly right of way line run North 26 degrees 08 minutes 15 seconds East 60.02 feet to a point on the Northerly right of way of Golden Eagle Drive East and a point of curve concave to the Southwest, thence run along Northerly right of way line as follows: Southeastly along said curve with a radius of 50.00 feet through a central angle of 78 degrees 59 minutes 28 seconds for an arc distance of 68.93 feet (chord bears South 77 degrees 12 minutes 29 seconds East 63.50 feet), thence South 85 degrees 49 minutes 41 seconds East 64.37 feet, thence South 60 degrees 28 minutes 38 seconds East 178.80 feet to a point on the Westerly right of way of Deerlake Road, thence leaving the Northerly right of way of Golden Eagle Drive East and along the Westerly right of way of Deerlake Road run South 25 degrees 29 minutes 30 seconds West 160.30 feet to the POINT OF BEGINNING, containing 0.79 acres, more or less.

Ex. A