

## **AGREEMENT**

**THIS AGREEMENT** is made by and between Golden Eagle Homes Association Inc. a Florida Non-Profit Corporation whose address is 3044 Golden Eagle Drive, Tallahassee, Florida 32312 (hereinafter referred to as "GEHA") and Twin Action Properties Inc., a Florida Corporation whose address is 2915 Kerry Forest Parkway, Suite 101, Tallahassee, Florida 32309 (hereinafter referred to as "TAP"), and RK Development of Tallahassee Inc., a Florida Corporation whose address is 3823 East Millers Bridge Road, Tallahassee, Florida 32312 (hereinafter referred to as "RKD"), and Twin Action Realty Inc., a Florida Corporation whose address is 7118 Beech Ridge Trail, Tallahassee, Florida 32312 (hereinafter referred to as "TAR").

## **BACKGROUND**

GEHA is the homeowners association for the Golden Eagle community ("Golden Eagle"), consisting of Units 1,2,3,5,6,7 and 8, Eagles Ridge, The Landing, and Reserve at the Ridge. TAP, RKD, and TAR are Hobbs family corporations with an interest in Golden Eagle as a developer, owner, and realtor, respectively. All parties enter into this binding Agreement to resolve past differences and to assist in a cooperative relationship in the future.

BASED ON THE FOREGOING, and for good and valuable consideration, GEHA and TAP, RKD, and TAR agree as follows:

### **1. DISMISSAL OF LAWSUITS**

A. TAP and RKD agree to dismiss litigation with prejudice a lawsuit that it brought against GEHA in circuit court in Leon County and that is on appeal to the Florida First District Court of Appeal.



B. GEHA agrees to dismiss with prejudice all counterclaims that it brought against TAP and RKD in that litigation.

C. TAP, RKD and GEHA will each pay their own costs associated with this litigation, including attorney fees and not seek reimbursement.

**2. REMOVAL OF RESALE CLAUSE**

TAP and GEHA both acknowledge that certain covenants applicable in Golden Eagle in the past provided for commissions upon sale of properties (“resale clauses”). TAP, TAR and GEHA will take no action in the future to challenge the removal of the resale clauses from the recorded covenants, and TAP and TAR will not otherwise attempt to enforce resale clauses in connection with any sales in any Unit or any Phase within a unit of Golden Eagle, and will take all reasonable steps to confirm deletion of all resale clauses.

**3. 1.09 +/- ACRE LOT TO PERMANENTLY REMAIN GREEN SPACE**

TAP agrees to permanently cease all efforts to rezone or reclassify the 1.09 +/- acre lot on Deerlake Road, situated across from the east entrance of Golden Eagle. The lot shall remain green space in perpetuity

**4. CONVEYANCE OF THE 0.79 ACRE PARCEL AND EAST GATE BUILDING TO GEHA**

A. RKD will convey by quitclaim deed to GEHA the 0.79 acre east gate parcel and building within 30 days of this agreement. RKD will immediately terminate any leases that may exist on the building.

B. Within 30 days of recording this quitclaim deed, GEHA will begin renovations and repairs to the building and roof.



C. In conjunction with this conveyance, this Agreement supersedes the previous agreement between the parties (GEHA, RKD, TAP and TAR) dated April 25, 2000. (Recorded BK R2744, PG 1090, 10/10/2002)

D. GEHA will support efforts by RKD to receive reimbursement from the Leon County Tax Assessor of prior real estate taxes it paid on the 0.79 acre parcel.

E. GEHA agrees that TAP and TAR will maintain the existing or modified signage on the building that identifies its use as the Golden Eagle Homes Association Office and a Twin Action Information Center until December 31, 2012.

F. In consideration of RKD's quitclaim conveyance of the 0.79 acre property and building, TAP will be permitted to lease the rear left office (approximately 140 square feet) from GEHA as an information center at a market rate of \$12 per square foot until December 31, 2012. Any extension of said lease beyond that date must be mutually agreed upon by both parties at the then market rate.

G. RKD and TAP agree to transfer an agreed upon list of office furniture to GEHA.

**5. GOLDEN EAGLE BEAUTIFICATION PROJECTS**

A. In 2008, GEHA will invest a minimum of \$10,000 in beautification improvements primarily targeted at Unit 6, Phases 2, 3 & 4, Reserve at The Ridge, and the entrance to Eagles Ridge.

B. GEHA will pay the cost of installing three commercial pond fountains in the holding pond located east of Shoal Creek Drive bordered by Pablo Creek Way and St. Andrews Way.

C. TAP will take reasonable steps to allow GEHA to install an electric meter on property owned by TAP. GEHA agrees to pay the electric bills to operate the fountains.



## **6. CONVEYANCE OF ALL COMMON PROPERTIES TO GEHA**

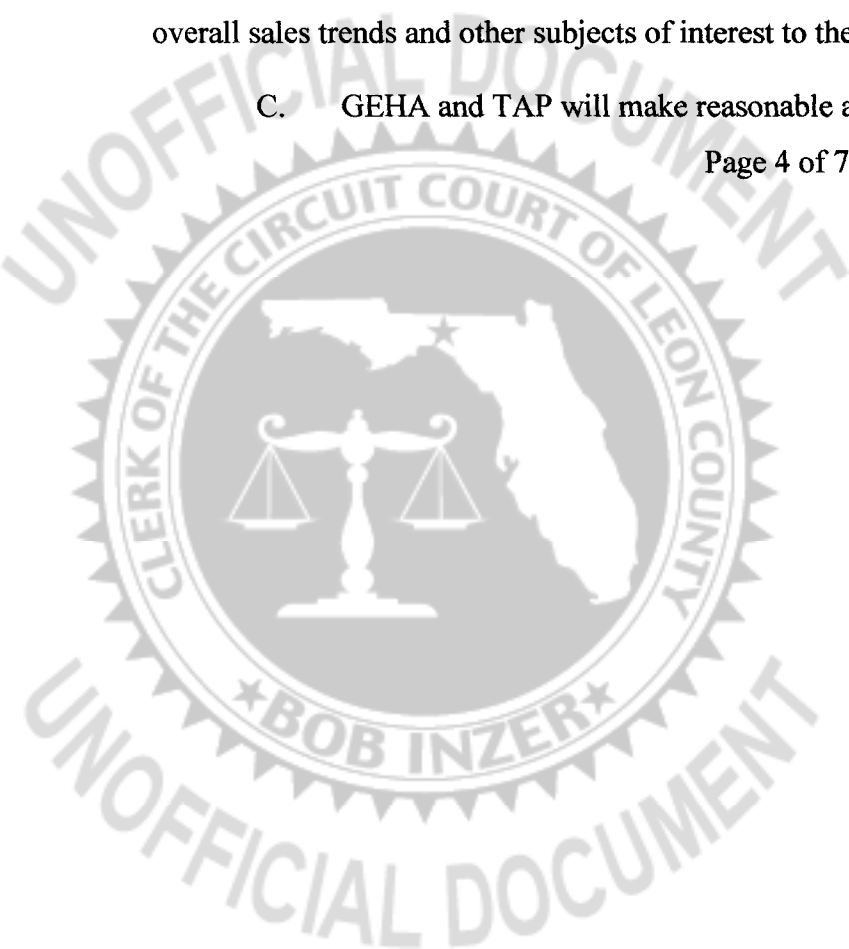
Within 90 days, TAP will convey to GEHA by recorded quitclaim deed all the private streets or roads, drainage facilities, and other required common area improvements in Golden Eagle to which TAP or any affiliated entity may hold title, which are Common Properties as described in the Declaration of Covenants and Restrictions with GEHA. TAP will assist GEHA in obtaining title to any other common property within Golden Eagle, which may as of yet not been conveyed to GEHA. GEHA will thereafter have responsibility for maintenance of the community property.

## **7. GOODWILL AND COOPERATION**

A. GEHA will provide a minimum of a full page in an issue of *The Aerie* to deliver a positive message to the Golden Eagle community concerning this Agreement. GEHA will include a conciliatory and laudatory article thanking the Hobbs family for its good faith cooperation in negotiating the removal of all Resale Clauses and deeding the “sales center” building and property to GEHA. Also for the dedication of the 1.09 acre property as permanent un-buildable green space. Emphasized will be the spirit of cooperation shown by Roger K Hobbs and the vital role played by Ron Hobbs in bringing these matters to a successful and positive resolution. All parties will similarly take any other reasonable steps to publicize their efforts within the Tallahassee community.

B. It is the intent of this Agreement that, GEHA and the Hobbs family, will develop a long lasting, synergistic relationship. All parties agree to work cooperatively to further the best interests of Golden Eagle. Future issues of *The Aerie* will highlight these ongoing efforts. The Developer also agrees, from time to time, to submit articles regarding property values, comps, overall sales trends and other subjects of interest to the residents of Golden Eagle.

C. GEHA and TAP will make reasonable and cooperative efforts to establish uniform



covenants for all Units and Phases of Golden Eagle.

**8. MISCELLANEOUS**

A. In the event any action is instituted to enforce the provisions of this Agreement, the prevailing party will be entitled to recover attorney fees and costs from the non prevailing party.

B. By execution of this Agreement the individuals signing this Agreement represent that all conditions precedent to binding their respective entities have been completed and that they are fully authorized to execute this Agreement on behalf of their entitles.

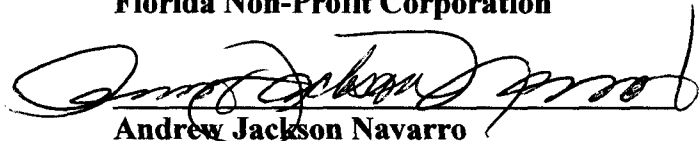
C. This Agreement will be recorded with the Leon County Clerk of Courts.

**MADE and ENTERED** as of the last date set forth below and fully effective as of that date.

**Golden Eagle Homes Association Inc., a  
Florida Non-Profit Corporation**

Date:

April 2, 2008

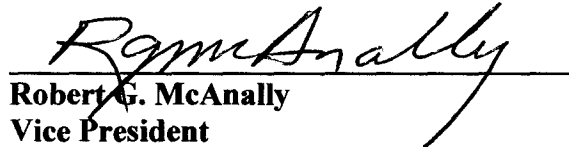
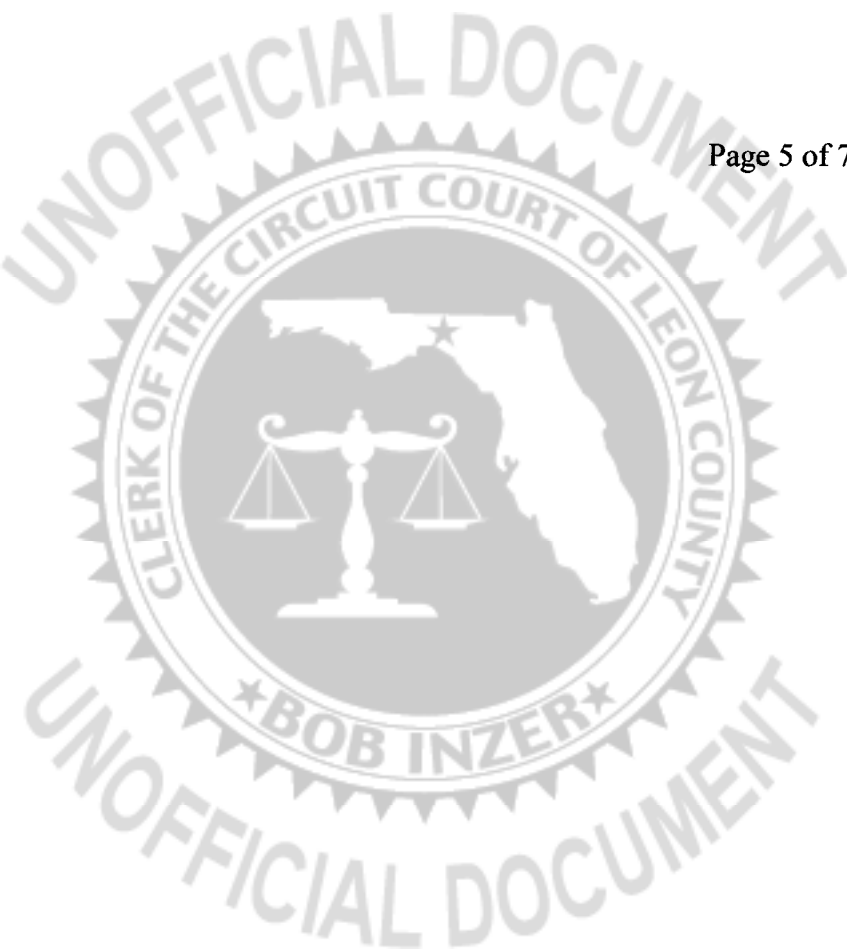


**Andrew Jackson Navarro  
President**

**Golden Eagle Homes Association Inc., a  
Florida Non-Profit Corporation**

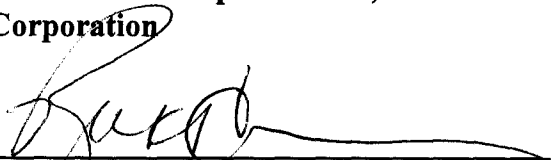
Date:

April 2, 2008

  
**Robert G. McAnally  
Vice President**

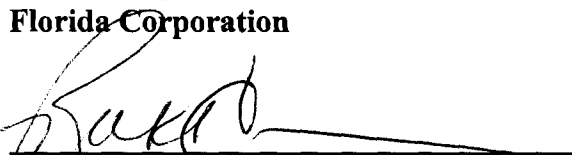
**Twin Action Properties Inc., a Florida Corporation**

Date: 3-31-08

  
\_\_\_\_\_  
**Roger K. Hobbs**  
President

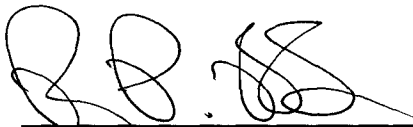
**RK Development of Tallahassee Inc., a Florida Corporation**

Date: 3-31-08

  
\_\_\_\_\_  
**Roger K. Hobbs**  
President

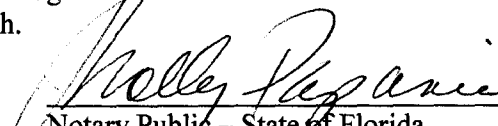
**Twin Action Realty, Inc., a Florida Corporation**

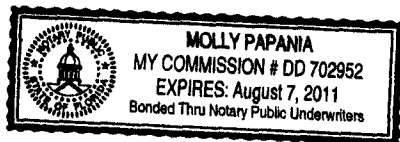
Date: 3/31/08

  
\_\_\_\_\_  
**Reagan H. Hobbs**  
President

STATE OF FLORIDA  
COUNTY OF LEON

I HEREBY CERTIFY that on the 2 day of April, 2008, before me, a Notary Public authorized in the State and County above to take acknowledgments, personally appeared Andrew Jackson Navarro, as President of Golden Eagle Homeowners' Association, Inc, a Florida Non-Profit Corporation, who executed the foregoing Agreement, and  he is personally known to me or  produced \_\_\_\_\_ as identification and he acknowledged before me that he executed the same for the purposes expressed therein and he did not take an oath.

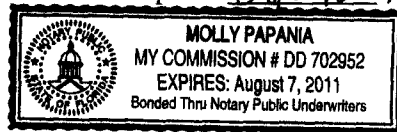
  
\_\_\_\_\_  
Notary Public - State of Florida  
Print Name: Molly Papania  
My Commission Expires: 08/07/2011



STATE OF FLORIDA  
COUNTY OF LEON

I HEREBY CERTIFY that on the 2 day of April, 2008, before me, a Notary Public authorized in the State and County above to take acknowledgments, personally appeared Robert G. McAnally, as Vice President of Golden Eagle Homeowners' Association, Inc, a Florida Non-Profit Corporation, who executed the foregoing Agreement, and  he is personally known to me or  produced \_\_\_\_\_ as identification and he acknowledged before me that he executed the same for the purposes expressed therein and he did not take an oath.

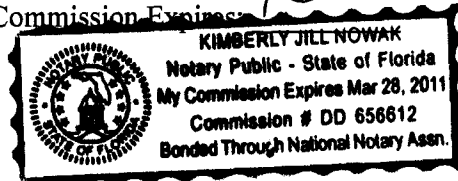
Molly Papania  
Notary Public, State of Florida  
Print Name: Molly Papania  
My Commission Expires: 08/07/2011



STATE OF FLORIDA  
COUNTY OF LEON

I HEREBY CERTIFY that on the 31<sup>st</sup> day of March, 2008, before me, a Notary Public authorized in the State and County above to take acknowledgments, personally appeared Roger K. Hobbs, as President of Twin Action Properties, a Florida Corporation, as President of RK Development of Tallahassee Inc., a Florida Corporation, who executed the foregoing Agreement, and  he is personally known to me or  produced \_\_\_\_\_ as identification and he acknowledged before me that he executed the same for the purposes expressed therein and he did not take an oath.

Kimberly Jill Nowak  
Notary Public, State of Florida  
Print Name: Kimberly Jill Nowak  
My Commission Expires: \_\_\_\_\_



STATE OF FLORIDA  
COUNTY OF LEON

I HEREBY CERTIFY that on the 31<sup>st</sup> day of MARCH, 2008, before me, a Notary Public authorized in the State and County above to take acknowledgments, personally appeared Reagan H. Hobbs, as President of Twin Action Realty, Inc., a Florida Corporation, who executed the foregoing Agreement, and  he is personally known to me or  produced \_\_\_\_\_ as identification and he acknowledged before me that he executed the same for the purposes expressed therein and he did not take an oath.

Kimberly Jill Nowak  
Notary Public, State of Florida  
Print Name: Kimberly Jill Nowak  
My Commission Expires: \_\_\_\_\_

