

RESOLUTION NO. 2018- 408

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN IMPACT FEE CREDIT TRANSFER INDEMNITY AGREEMENT BETWEEN THE COUNTY AND MORGANS COVE VENTURES, LLC, AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY; RESCINDING RESOLUTION 2018-107.

RECITALS

WHEREAS, under Resolution 2018-107 DI-FL No.1, LLC, a Florida Limited Liability Company (DI-FL No.1) was the owner of the Morgans Cove PUD residential property more particularly set forth in St. Johns County Ordinance 2006-92 (the Project); and

WHEREAS, Morgans Cove Ventures, LLC (Morgans Cove), is the contract purchaser of the Morgans Cove PUD residential property and purchaser of certain impact fees that were paid and will be the owner of the Morgans Cove PUD residential property;

WHEREAS, prior to Morgans Cove's acquisition of the Morgans Cove PUD, impact fees were paid for the Project on behalf of the previous owner; and

WHEREAS, Morgans Cove Ventures, LLC, as the contract purchaser and future owner of the Project, has requested that the County recognize Morgans Cove's entitlement to the credits for the pre-paid impact fees; and

WHEREAS, Morgans Cove has represented to the County that it has contacted all other parties who might have an interest in the impact fee credits and that no party has objected to Morgans Cove's claim that it is entitled to the credits; and

WHEREAS, Morgans Cove has agreed to indemnify and hold the County harmless from all claims originating from or connected with the County's recognition of Morgan Cove's entitlement to the impact fee credits; and

WHEREAS, in exchange for the attached Impact Fee Credit Transfer Indemnity Agreement (Agreement) and recorded documented evidence that Morgans Cove PUD owns both the Morgans Cove residential property and has been assigned those certain impact fees noted in the Agreement; St. Johns County is willing to recognize that Morgans Cove Ventures, LLC is the owner of the impact fee credits; and

WHEREAS, the County desires to rescind the authorization provided in Resolution 2018-107 in order for the County to enter into this new Agreement with the proper party that will indemnify, hold harmless, and defend the County; and

WHEREAS, the County has determined that entering into the attached Agreement serves a public purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY:

Section 1. The above recitals are incorporated into the body of this resolution and are adopted as findings of fact.

Section 2. The Board of County Commissioners approves the terms, provisions, conditions, and requirements of the Agreement and authorizes the County Administrator, or his designee, to execute an agreement in substantially the same form as the attached Agreement on behalf of the County subject to the following conditions:

- a. Within thirty (30) days after the signing of this Resolution, Morgans Cove Ventures, L.L.C. will present recorded documentation, including a Deed transferring ownership and an assignment of development rights, demonstrating that it is the owner of the Morgan's Cove PUD residential development and is the owner of the impact fee credits provided in the Agreement;
- b. Morgans Cove Ventures, L.L.C, as owner of the Project and the impact fee credits, execute the attached Agreement within sixty (60) days after the signing of this Resolution.

Otherwise, the authority in this Resolution shall be void and automatically terminate.


Section 3. Resolution 2018-107, authorizing the County Administrator to enter into an Impact Fee Credit Transfer Indemnity Agreement, is hereby rescinded in order for the County to enter into the attached Agreement with Morgans Cove Ventures, L.L.C.

Section 4. To the extent that there are typographical or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 4 day of December, 2018.


BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

Attest:



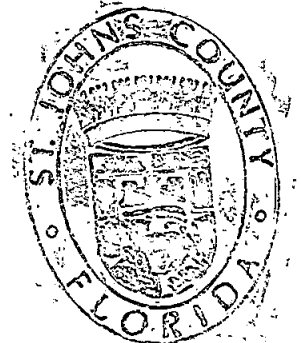
Hunter S. Conrad, Clerk

By:



Paul M. Waldron, Chair

RENDITION DATE 12/6/18



**IMPACT FEE CREDIT TRANSFER
INDEMNITY AGREEMENT**

This Impact Fee Credit Transfer Indemnity Agreement is made between MORGANS COVE VENTURES, LLC, a Florida Limited Liability, whose address is 104 Sea Grove Main Street, St. Augustine, FL 32080 (“Morgans Cove”), and ST. JOHNS COUNTY, a political subdivision of the State of Florida, with administrative offices located at 500 Sebastian View, St. Augustine, Florida 32084, (the “County”).

In consideration of the provisions set forth below, the sufficiency of which is mutually acknowledged, it is agreed that:

1. **The Project.** Morgans Cove is the current owner of the Morgans Cove Planned Unit Development property as more particularly set forth in St. Johns County Ordinance No. 2006-92, as modified by Ordinance No. 2012-06, as evidenced by

2. **Impact Fee Credits.** Morgans Cove hereby represents, and the County acknowledges, that Morgans Cove is lawfully seized in the following impact fee credits and that it has the exclusive right to use these credits for the Project as it sees fit (subject to the limitations set forth in the St. Johns County Comprehensive Plan, Land Development Code, Development Review Manual and any other County ordinance or regulation, as may be applicable):

Source	Road Impact Fee Credits	Park Impact Fee Credits
Concurrency Agreement Payment	\$630,400.00	
SR 2017 Corridor Improvement Group Development Agreement	\$148,742.00	\$15,560.00
Total Impact Fee Credits:	\$779,142.00	\$15,560.00

3. **Indemnity.** In exchange for the County fully recognizing the impact fee credits set forth above being vested in Morgans Cove, Morgans Cove agrees to indemnify, defend, and hold the County and its officers, employees, and agents harmless from all claims, losses, costs (including attorney's fees), administrative actions, or alternative dispute resolution proceedings bought by any third-party originating from or connected with the County's acceptance of Morgans Coves's representations as to entitlement to the impact fee credits as set forth above. This provision shall survive the issuance or acceptance of any impact fee credit or voucher by the County.

4. **Compliance with Applicable Law.** Morgans Cove agrees to comply with all applicable laws, regulations, and policies in connection with the impact fee credits.

5. **Venue.** Venue for any legal or administrative action filed in connection with this agreement shall lie exclusively in St. Johns County, Florida.

6. **Agreement Binding on Successors and Assigns.** This agreement shall be binding on Morgans Cove and its successors and assigns.

In witness whereof, the parties have executed this agreement this ____ day of _____, 2018.

Morgans Cove Ventures, LLC
a Florida limited liability corporation

Witness: _____

(type or print name)

By: _____

(Name Printed)

Witness: _____

(type or print name)

Its: : _____

STATE OF _____
COUNTY _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____ who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida

Name: _____

My Commission Expires _____

My Commission Number is: _____

**St. Johns County, a political subdivision of
the state of Florida**

Witness: _____

(type or print name)

By: _____

(Name Printed)

Witness: _____

(type or print name)

Its : _____

STATE OF _____
COUNTY _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____ who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida
Name: _____

My Commission Expires _____
My Commission Number is: _____

End Documents to be Recorded

Back-up Documents



St. Johns County Board of County Commissioners

Office of the County Attorney

March 29, 2018

Jason Rudd
DI – FL No.2, LLC
120-A Northstar Dr.
Jackson, Tennessee 38305

Re: Morgan's Cove PUD Impact Fee Credits

Dear Mr. Rudd:

After having an opportunity to review the County records, recorded Court Orders, and other recorded and received documents, pertaining to the Morgan's Cove PUD (Ordinance 2006-92, as amended) impact fee credits, I provide the following information:

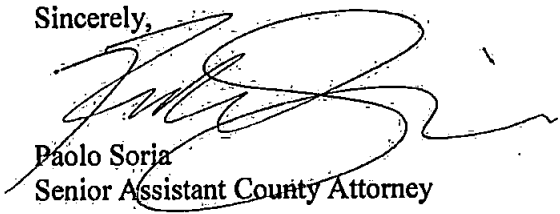
1. Based on the Concurrency and Impact Fee Agreement between Augustine Properties, LLC, Morgan's Cove, LLC and St. Johns County, dated August 17, 2006, and recorded in O.R. Book 2768, Page 786 of the public record of St. Johns County, Florida, Morgan's Cove, LLC secured the obligation for certain roadway improvements with Letters of Credit of amounts \$172,800.00 and \$457,600.00, resulting in a total Road Impact Fee Credit of \$630,400.00.
2. Based on the SR 207 Corridor Improvement Group, LLC and St. Johns County, dated November 14, 2006 and recorded in O.R. Book 2823, Page 266, public records of St. Johns County, Florida, Morgan's Cove, LLC secured the obligation for certain roadway improvements in the amount of \$148,742.00, with resulting Road Impact Fee Credit of \$148,742.00.
3. Based on the pre-payment of park impact fees in the amount of \$15,560.00 on November 6, 2007, extension of Final Certificate of Concurrency CONMAJ 2005-27 Morgan's Cove PUD, resulting in Park Impact Fee Credit of \$15,560.00.
4. Based on recorded or filed Court documents received by the County for Case No.: CA-10-2747, DI-FL No.1, LLC vs. Morgan's Cove, LLC, Baron L. Bartlett, Brad Gilbert, and Peter O. Larsen, DI-FL No 1, LLC obtained title to the property known as Morgan's Cove PUD by foreclosure, together with all tangible and intangible personal property described in Loan and Security Documents recorded in the Official Records of St. Johns County, together with certain Concurrency and Impact Fee Credits, and together with

rights arising under St. Johns County Ordinance No. 2006-92 (Morgan's Cove PUD), as amended.

5. St. Johns County received an unrecorded Assignment of Development Rights, dated January 1, 2006, from Morgan's Cove, LLC to BDI of Ponte Vedra, Inc. However, the document predates and does not affect any impact fee credit related payments made to the County from the lender on behalf of this project and on behalf of Morgan's Cove, LLC and pre-dates and does not affect the recorded Concurrency and Impact Fee Credit Agreements made between St. Johns County and Morgan's Cove, LLC. Additionally the County must recognize the valid recorded Court order.
6. The recorded foreclosure documents appear to demonstrate that the lender obtained rights associated with the recorded financial documents.
7. St. Johns County has not received any other recorded documents or information that would dispute the above Court Order that DI-FL No.1, LLC has obtained title to the property together with the listed tangible and intangible properties.
8. The information provided above may be supplemented or corrected by further research.

While the documents provided do demonstrate that DI-FL No.1, LLC, is the current owner of the Morgan's Cove PUD and the associated impact fee credits by virtue of its recorded assignment from the previous lender, Mercantile Bank, and the subsequent foreclosure of the Morgan's Cove PUD by Court Order, the County must be protected from possible competing claims for the credits. As such, in consideration of an indemnity agreement from DI-FL No.1, LLC, its successors or assigns, the County will recognize and acknowledge DI-FL No.1 is lawfully seized of the above impact fee credits and that it has the right to use these credits. A draft indemnity agreement is included.

Sincerely,



Paolo Soria
Senior Assistant County Attorney

cc: Patrick F. McCormack, County Attorney
Jan Trantham, Senior Transportation Planner
Doug Burnett, Esq., St. Johns Law Group

Attachments

DI – FL No. 1, LLC

c/o Jason Rudd
120-A Northstar Dr.
Jackson, Tennessee 38305
Telephone: 731.225.5188

February 1, 2018

Patrick F. McCormack, Esq.
County Attorney
500 San Sebastian View
St. Augustine, Florida 32084

**Re: Morgan's Cove PUD – Impact Fee Credits
DI - FL NO. 1, LLC – Owner**

Dear Mr. McCormack:

This letter is written on behalf of DI - FL NO. 1, LLC. The purpose of this letter is to have St. Johns County acknowledge that the impact fee credits, both road impact fee credits and park impact fee credits, (the "Impact Fee Credits") for the Morgan's Cove PUD ("Morgan's Cove") are vested in DI - FL NO. 1, LLC, LLC, a Texas limited liability company, whose address is 4521 S. Hulen St., Ste 222, Fort Worth, TX 76109.

1. **Ownership.** DI - FL NO. 1, LLC, was the lender for the prior developer and acquired its right, title and interest in all of the Impact Fee Credits by way of the following:
 - a. Corrective Certificate of Title. See attached. Legal description of the property included all concurrency credits.
 - b. Consent Final Judgment. See attached. Legal description of the property also included all of the concurrency credits. Court order signed by Judge Maltz and duly recorded.
 - c. Motion for Entry of Stipulated Final Judgment. See attached. Note that this document contained a Settlement Agreement as an attachment whereby all development rights, including concurrency credits, were assigned to DI - FL NO. 1, LLC, as set forth in Section 10 on Page 7.
 - d. The time for any appeal by the Defendants has expired and no appeal was filed in connection the foreclosure action.

By Court Order, all of the Impact Fee Credits associated with the Morgan's Cove PUD are exclusively the property of DI - FL NO. 1, LLC, and no other person or entity has a lawful right to claim any interest in the development rights of this project, including the road or park impact fee credits.

As you can see in the property descriptions from the foreclosure judgment and certificate of title, the descriptions include not only the real property but also the impact fee credits that would have been owned by the initial payer. Moreover, the transactions also included blanket assignment of all development rights. Accordingly, the County should honor impact fee credit vouchers from DI - FL NO. 1, LLC, for the Impact Fee Credits in regard to Morgan's Cove.

2. **Impact Fee Credits.** DI - FL NO. 1, LLC is lawfully seized in the following impact fee credits (on record with the County Transportation Concurrency Department) and has a right to use these credits for the Morgan's Cove as it sees fit (subject to the limitations set forth in the St. Johns County Comprehensive Plan, Land Development Code, Development Review Manual and any other County ordinance or regulation, as may be applicable):

Road Impact Fee Credits:
\$630,400 credit for Mays Concurrency Agreement Payment (\$76,600 of this amount was allocated to extend the concurrency certificate for Phase I of the project)
\$148,742 credit for payments associated with the SR 207 Corridor Improvement Group (CIG)
Total: \$779,142 (Roads)
Park Impact Fee Credits:
\$15,560 credit for payment made to extend the concurrency certificate for Phase I of the project
Total: \$15,560 (Parks)

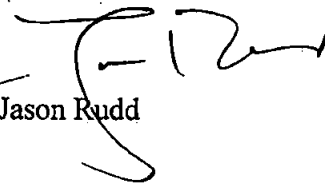
3. **Subsequent Transfer of Impact Fee Credits.** We understand that any subsequent assignment or transfer of the impact fee credits by DI - FL NO. 1, LLC, must be pursuant to the County's established fee credit transfer process. In the event that DI - FL NO. 1, LLC has sold or determines to sell or convey all or part of the Morgan's Cove or any Road or Park Impact Fee Credits available for use within the Morgan's Cove, DI - FL NO. 1, LLC, may sell, transfer, assign or convey any of its interest in part of the Road or Park Impact Fee Credits to such purchaser, transferee, assignee or grantee for such consideration as DI - FL NO. 1, LLC, in its sole discretion, determines. In such event, DI - FL NO. 1, LLC shall execute and deliver to the County a copy of the instrument selling, transferring, assigning or granting the Road or Park Impact Fee Credits so sold, transferred, assigned or granted and the remaining amount of Road or Park Impact Fee Credits, if any, shall remain vested in DI - FL NO. 1, LLC.¹

¹ We acknowledge that nothing requires the County to continue to levy or collect impact fees, or, if levied, to levy such fees for any certain amount.

Letter to Patrick F. McCormack
February 1, 2018
Page 3 of 3

We would appreciate confirmation from you that the County acknowledges the transfer of the above impact fee credits to DI - FL NO. 1, LLC.

Regards,



Jason Rudd

IN THE CIRCUIT COURT OF THE
SEVENTH JUDICIAL CIRCUIT IN AND
FOR ST. JOHNS COUNTY, FLORIDA

Case No.: CA-10-2747

DI - FL No. 1, LLC, a Texas limited liability
company,

Plaintiff,

vs.

MORGAN'S COVE, LLC, a Florida limited
liability company; BARON L. BARTLETT,
an individual; BRAD GILBERT, an
individual; AND PETER O. LARSEN, an
individual,

Defendants.

CORRECTIVE CERTIFICATE OF TITLE

(to correct scrivener's error)

The undersigned Clerk of the Court certifies that said clerk executed and filed a *Certificate of Sale* in this action on May 3, 2016, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections. This *Corrective Certificate of Title* is issued to correct a scrivener's error in the *Certificate of Title* previously issued in this action on May 16, 2016, and recorded in Book 4193, Page 132, of the Official Public Records of St. John's County, Florida.

The following property located in St. John's County, Florida:

See Attached Exhibit A

was sold to DI-FL NO 1, LLC, Plaintiff, whose address is: CFS Asset Management, LLC, 104 Stonebridge Blvd., Jackson, TN 38305.

WITNESS my hand and seal of the Court this 15 day of July, 2016.

HUNTER S. CONRAD
Clerk of the St. Johns County Circuit Court

By: *Julio*
As Deputy Clerk



CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via U.S. Mail to the parties on the Service List below this 15 day of July, 2016.

HUNTER S. CONRAD
Clerk of the St. Johns County Circuit Court

By: JULIO CRUZ
As Deputy Clerk

SERVICE LIST

Jason W. Johnson, Esq.
Lowndes, Drosdick, Doster,
Kantor & Reed, P.A.
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Orlando, Florida 32802
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Counsel for Defendant, Morgan's Cove,
LLC and Baron Bartlett

Janet H. Thurston, Esq.
Cohen & Thurston, P.A.
1912 Hamilton St., #206,
Jacksonville, FL 32210
cohenthurston@cs.com
Counsel for Defendant, Peter O. Larsen

EXHIBIT "A"

SUBJECT PROPERTY

PARCEL A:

A PORTION OF SECTIONS 20, 21, AND 28, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER COMMON TO SECTIONS 20, 21, 28, AND 29, TOWNSHIP 7 SOUTH, RANGE 29 EAST; THENCE SOUTH 88 DEGREES 22 MINUTES 23 SECONDS WEST, ALONG THE LINE DIVIDING SAID SECTION 20 AND 29, A DISTANCE OF 1253.84 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 95, A 300 FOOT LIMITED ACCESS RIGHT OF WAY; THENCE NORTH 14 DEGREES 35 MINUTES 26 SECONDS WEST ALONG LAST SAID LINE, 5570.65 FEET TO THE NORTHERLY BOUNDARY OF SAID SECTION 20; THENCE NORTH 88 DEGREES 58 MINUTES 18 SECONDS EAST ALONG LAST SAID LINE, 1167.36 FEET TO THE EASTERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 1133, PAGE 1452, OF THE PUBLIC RECORDS OF AFORESAID ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 01 DEGREES 22 MINUTES 54 SECONDS EAST, 2623.46 FEET TO THE NORTH LINE OF GOVERNMENT LOT 1, SAID SECTION 20; THENCE SOUTH 89 DEGREES 07 MINUTES 15 SECONDS EAST, ALONG LAST SAID LINE, 1359.03 FEET TO THE EASTERLY BOUNDARY OF SAID SECTION 20; THENCE SOUTH 01 DEGREES 24 MINUTES 42 SECONDS EAST, ALONG LAST SAID LINE, 698.94 FEET TO THE NORTHWESTERLY BOUNDARY OF SECTION 54, SAID TOWNSHIP 7 SOUTH, RANGE 29 EAST (THE MARY FONTANE GRANT); THENCE SOUTHWESTERLY, SOUTHEASTERLY AND NORTHEASTERLY ALONG THE NORTHWESTERLY SOUTHWESTERLY AND SOUTHEASTERLY BOUNDARY OF SAID SECTION 54, RUN THE FOLLOWING THREE COURSES AND DISTANCES COURSE NO. 1: SOUTH 73 DEGREES 38 MINUTES 30 SECONDS WEST, 222.40 FEET; COURSE NO. 2: SOUTH 25 DEGREES 41 MINUTES 14 SECONDS EAST, 4640.90 FEET; COURSE NO. 3: NORTH 73 DEGREES 49 MINUTES 45 SECONDS EAST 62.93 FEET; TO THE NORTHEASTERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 1133, PAGE 1452 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 07 DEGREES 44 MINUTES 55 SECONDS EAST, 367.64 FEET TO THE NORTH BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 829, PAGE 1180 SAID PUBLIC RECORDS; THENCE NORTH 89 DEGREES 19 MINUTES 35 SECONDS WEST, 1518.87 FEET TO THE EASTERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 1015, PAGE 770 OF SAID PUBLIC RECORDS; THENCE NORTH 00 DEGREES 53 MINUTES 14 SECONDS WEST, ALONG LAST SAID LINE AND ALONG THE EASTERLY BOUNDARIES OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS 1015, PAGE 770, OFFICIAL RECORDS 1001, PAGE 242 AND OFFICIAL RECORDS 1036, PAGE 231, A DISTANCE OF 2487.06 FEET TO THE NORTH BOUNDARY OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 1036, PAGE 231; THENCE SOUTH 88 DEGREES 39 MINUTES 18 SECONDS WEST, 300.00 FEET TO THE WESTERLY BOUNDARY OF AFORESAID

SECTION 28; THENCE NORTH 00 DEGREES 53 MINUTES 14 SECONDS WEST, 60.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS UTILITY AND ROAD PURPOSES AS DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2460, PAGE 975 AND MODIFIED BY OFFICIAL RECORDS BOOK 2611, PAGE 1549, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

PARCEL B:

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FOR A POINT OF COMMENCEMENT, COMMENCE AT THE SOUTHWEST CORNER OF GOVERNMENT LOT 3, OF SAID SECTION 28 AS SHOWN ON THE PLAT OF DEERWOOD ACRES UNIT NO. ONE AS RECORDED IN MAP BOOK 12, PAGES 78 THROUGH 80 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE SOUTH 88 DEGREES 14 MINUTES 19 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, A DISTANCE OF 1308.77 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28; THENCE NORTH 01 DEGREES 27 MINUTES 09 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, A DISTANCE OF 691.43 FEET TO THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 214 (FORMERLY STATE ROAD 214, ACCORDING TO FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP, SECTION 7857-250, ROAD S-214) AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01 DEGREES 27 MINUTES 09 SECONDS WEST, ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, A DISTANCE OF 576.38 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS VOLUME 1829, PAGE 1622 OF SAID PUBLIC RECORDS; THENCE SOUTH 89 DEGREES 14 MINUTES 38 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 28 AND ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 1317.21 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE NORTH 01 DEGREES 48 MINUTES 58 SECONDS WEST, ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 28, A DISTANCE OF 876.93 FEET TO A POINT; THENCE SOUTH 89 DEGREES 45 MINUTES 43 SECONDS EAST, PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 334.02 FEET TO A POINT; THENCE SOUTH 00 DEGREES 45 MINUTES 34 SECONDS EAST, A DISTANCE OF 288.12 FEET TO A POINT; THENCE NORTH 89 DEGREES 14 MINUTES 26 SECONDS EAST, A DISTANCE OF 172.41 FEET TO A POINT; THENCE NORTH 00 DEGREES 45 MINUTES

34 SECONDS WEST, A DISTANCE OF 285.12 FEET TO THE AFOREMENTIONED LINE PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE SOUTH 89 DEGREES 45 MINUTES 43 SECONDS EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 1359.69 FEET TO A POINT; THENCE SOUTH 07 DEGREES 24 MINUTES 54 SECONDS EAST, A DISTANCE OF 921.61 FEET TO A POINT; THENCE SOUTH 82 DEGREES 59 MINUTES 53 SECONDS WEST, PARALLEL WITH THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 214, A DISTANCE OF 561.02 FEET TO A POINT; THENCE SOUTH 01 DEGREES 27 MINUTES 09 SECONDS EAST, ALONG A LINE 80.00 FEET EAST OF, AND PARALLEL WITH THE AFOREMENTIONED WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, A DISTANCE OF 435.60 FEET TO SAID NORTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 214; THENCE SOUTH 82 DEGREES 59 MINUTES 53 SECONDS WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 80.38 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT CERTAIN NON-EXCLUSIVE ACCESS EASEMENT FOR INGRESS EGRESS ROAD PURPOSES AND UTILITIES DATED JUNE 3, 2005 AND RECORDED JUNE 14, 2005, IN OFFICIAL RECORDS BOOK 2460, AT PAGE 980, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

PARCEL C:

A PORTION OF SECTION 28, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 214 (A VARIABLE WIDTH RIGHT OF WAY PER F.D.O.T. RIGHT OF WAY MAP SECTION NO. 7857-250) WITH THE WESTERLY LINE OF SAID SECTION 28, THENCE NORTH 01 DEGREES 22 MINUTES 48 SECONDS WEST, ALONG SAID WESTERLY LINE OF SECTION 28, A DISTANCE OF 1563.42 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS 1892, PAGE 71 AS PARCEL 2 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01 DEGREES 22 MINUTES 48 SECONDS WEST, ALONG SAID WESTERLY LINE OF SECTION 28, A DISTANCE OF 414.02 FEET TO THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 2247, PAGE 35 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE SOUTH 89 DEGREES 19 MINUTES 33 SECONDS EAST, ALONG LAST SAID LINE, A DISTANCE OF 300.15 FEET TO THE EASTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 2247, PAGE 35; THENCE NORTH 00 DEGREES 53 MINUTES 21 SECONDS WEST, ALONG LAST SAID LINE, A DISTANCE OF 60.02 FEET TO THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 2357, PAGE 1933 OF SAID PUBLIC RECORDS; THENCE SOUTH 89 DEGREES 19 MINUTES 33 SECONDS EAST, ALONG LAST SAID LINE, A DISTANCE OF 1518.82 FEET TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 821, PAGE 410 OF SAID PUBLIC RECORDS; THENCE SOUTH 06 DEGREES 58 MINUTES 44 SECONDS EAST, ALONG LAST SAID LINE, A DISTANCE OF 478.01 FEET; THENCE NORTH 89 DEGREES 19 MINUTES 33 SECONDS WEST, A DISTANCE OF 1359.69 FEET;

THENCE SOUTH 00 DEGREES 19 MINUTES 24 SECONDS EAST, A DISTANCE OF 285.12 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 36 SECONDS WEST, A DISTANCE OF 172.41 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 24 SECONDS WEST, A DISTANCE OF 288.12 FEET; THENCE NORTH 89 DEGREES 19 MINUTES 33 SECONDS WEST, A DISTANCE OF 334.02 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

All tangible personal property, intangible personal property and fixtures described in the subject Loan Documents including, but not limited to, that certain Mortgage and Security Agreement, which instrument was recorded in Official Records Book 2623, Page 755, Public Records of St. Johns County, Florida; that certain Assignment of Mortgage and Other Loan Documents, which instrument was recorded in Official Records Book 2662, Page 221, and re-recorded in Official Records Book 2667, Page 1401, Public Records of St. Johns County, Florida; that certain Modification and Restatement Agreement, which instrument was recorded in Official Records Book 2667, Page 1410, Public Records of St. Johns County, Florida; that certain Restated Real Estate Mortgage, which instrument was recorded in Official Records Book 2667, Page 1414, Public Records of St. Johns County, Florida; that certain Assignment of Rents and Leases, which instrument was recorded in Official Records Book 2667, Page 1435, Public Records of St. Johns County, Florida; that certain Future Advance, Modification, Consolidation, Restatement and Spreader Agreement, which instrument was recorded in Official Records Book 2690, Page 874; Public Records of St. Johns County, Florida; that certain Future Advance, Modification, Consolidation and Restatement Agreement, which instrument was recorded at Official Records Book 2903, Page 1285, Public Records of St. Johns County, Florida; that certain Fourth Future Advance, Modification, Consolidation, Restatement and Spreader Agreement, which instrument was recorded in Official Records Book 3052, Page 1714, Public Records of St. Johns County, Florida; that certain Fifth Modification Agreement, which instrument was recorded in Official Records Book 3102, Page 272; those certain Uniform Commercial Code Financing Statements, which instruments were recorded in Official Records Book 2667, Page 1441, as amended in Official Records Book 2690, Page 885, as further amended in Official Records Book 3052, Page 1726, all in the Public Records of St. Johns County, Florida; that certain Assignment of Mortgage and Other Collateral and/or Loan Documents, which instrument was recorded in Official Records Book 3196, Page 1114, Public Records of St. Johns County, Florida.

TOGETHER WITH:

Those certain rights of Morgan's Cove LLC, a Florida limited liability company, arising under that certain Concurrency and Impact Fee Credit Agreement dated August 17, 2006 and recorded on August 22, 2006 in Official Records Book 2768, Page 786, Public Records of St. Johns County, Florida (including, but not limited to, those rights under Concurrency Certificate No. 2005-08, those rights to the performance bond or other security posted by Morgan's Cove, LLC, a Florida limited liability company, in the amount of \$457,600.00 related to CR 214 Roadway Improvements, those rights to the performance bond or other security posted by Morgan's Cove, LLC, a Florida limited liability company, in the amount of \$172,800.00 related to King Roadway Improvements, Road Impact Fee Credits of up to \$457,600.00 pursuant to Section 10(A) thereof, and Road Impact Fee Credits of up to \$172,800.00 pursuant to Section 10(B) thereof).

Those certain rights arising under that certain St. Johns County Ordinance Number 2006-92, dated August 8, 2006 and recorded in Official Records Book 2780, Page 1336; as amended by that certain Small Adjustment to Planned Unit Development Ordinance Number 2006-92, as amended, known as Morgan's Cove PUD (PUD 2006-07) dated October 8, 2007 and recorded on October 10 2007 in Official Records 2993, Page 4, both in the Public Records of St. Johns County, Florida.

LESS AND EXCEPT any and all developer, declarant, successor-in-interest or similar obligations and liabilities which (i) arise or accrue prior to the recording of the certificate of title issued pursuant to that Certain commercial foreclosure lawsuit filed in the St. Johns County Florida Circuit Court styled as: DI - FL No. 1, LLC, a Texas limited liability company v. Morgan's Cove, LLC, a Florida limited liability company; et.al.; or party, including without limitation, any prior developer or declarant ("Certificate of Title"), OR (ii) arise out of or in any way relate to any acts or omissions by any other person or party, including without limitation, any prior developer or declarant, OR (iii) have not been specifically assumed by a separate instrument in writing executed and dated following the recording of the Certificate of Title by the party assuming any such obligations or liabilities.

IN THE CIRCUIT COURT OF THE
SEVENTH JUDICIAL CIRCUIT IN AND FOR
ST. JOHNS COUNTY, FLORIDA

CASE NO.: CA-10-2747

DI – FL NO. 1, LLC, a Texas limited liability
company,

Plaintiff,

vs.

MORGAN'S COVE, LLC, a Florida limited
liability company; BARON L. BARTLETT, an
individual; BRAD GILBERT, an individual; and
PETER O. LARSEN, an individual,

Defendants.

**STIPULATED SUMMARY FINAL JUDGMENT OF FORECLOSURE AND
REFORMATION**

THIS CAUSE came before this Court upon the *Plaintiff's Motion for Entry of Stipulated Final Judgment of Foreclosure* (the "Motion") by Plaintiff, DI – FL NO. 1, LLC, a Texas limited liability company, ("Plaintiff"), and the Court, having considered the Motion and the pleadings and proofs filed in this cause, and having considered the *Defendants' Morgan's Cove, LLC and Baron L. Bartlett Stipulation to Entry of Foreclosure Judgment* (the "Stipulation to Foreclosure"), and the *Defendants' Morgan's Cove, LLC and Baron L. Bartlett Withdraw and Waiver of Affirmative Defenses And Counterclaims With Prejudice* (the "Waiver"), filed in this case, and being otherwise fully advised in the premises, hereby

FINDS, ORDERS, and ADJUDGES as follows:

1. The Motion is hereby **GRANTED** as set forth herein.

2. The real and personal property (the "Subject Property") that is the subject of this action is located in St. Johns County, Florida and is more particularly described on Exhibit "A" attached hereto.

3. This Court has jurisdiction of and over all of the above named parties and the subject matter of this action.

4. In response to Plaintiff's *Complaint*, Defendants, Morgan's Cove, LLC ("Morgan's Cove") and Baron L. Bartlett ("Bartlett" and collectively with Morgan's Cove, the "Defendants") filed the *Defendants, Morgan's Cove, LLC and Baron L. Bartlett's Answer and Affirmative Defenses* (the "Answer"); by the Waiver, however, the Defendants have withdrawn and irrevocably waived with prejudice all affirmative defenses, claims and counterclaims in this action.

5. Defendant Brad Gilbert was defaulted in this case pursuant to that certain Default entered by the Clerk of the Court on November 12, 2010. Said default is hereby ratified and confirmed.

6. Defendant Peter O. Larsen is no longer a party to this action pursuant to that certain *Joint Stipulation to Dismissal with Prejudice as to Defendant, Peter O. Larsen*, which was filed in this case on January 7, 2016. Said dismissal is hereby ratified and confirmed.

7. Subsequently, the Defendants filed the Stipulation to Foreclosure, stipulating to the entry of this Summary Final Judgment.

8. As a result of the foregoing, there are no genuine issues as to any material facts which would preclude Plaintiff from being entitled to a judgment as a matter of law as to all Counts of the Complaint.

9. Plaintiff is the is the current owner and holder of the Note and Mortgage as such terms are defined in the Complaint, and the other loan documents related thereto and described in the Complaint (collectively, the "Loan Documents").

10. The Court hereby finds that: (i) that certain Fourth Future Advance, Modification, Consolidation, Restatement and Spreader Agreement, which instrument was recorded in Official Records Book 3052, Page 1714, Public Records of St. Johns County, Florida (the "Fourth Mortgage Modification") contained an incorrect legal description as a result of the mutual mistake of the parties thereto.

11. The Court hereby further finds that due to the parties' mutual mistake the legal description in the Fourth Mortgage Modification should be reformed as follows:

(a) The call "THENCE NORTH 89° 14' 46" EAST, A DISTANCE OF 172.41 FEET TO A POINT" should be "THENCE NORTH 89° 14' 26" EAST, A DISTANCE OF 172.41 FEET TO A POINT.

(b) The call "THENCE SOUTH 07° 24' 54" EAST, A DISTANCE OF 921.54 FEET TO A POINT" should be "THENCE SOUTH 07° 24' 54" EAST, A DISTANCE OF 921.61 FEET TO A POINT."

12. As noted above, Plaintiff is the current owner and holder of the Fourth Mortgage Modification.

13. Accordingly, this Court hereby reforms the legal description of the Fourth Mortgage Modification as set forth above.

14. The Court hereby finds that Morgan's Cove and Bartlett are jointly and severally liable for the sums due under the Loan Documents. The Court reserves jurisdiction to enter a subsequent judgment for money damages in the event that Plaintiff pursues entry of deficiency judgments.

15. Plaintiff has retained counsel to represent it in this action and has agreed to pay said counsel a reasonable fee for their services. The Court hereby finds that the time spent by said attorneys and the hourly rates charged by said attorneys are reasonable. The Court hereby awards Plaintiff the reasonable attorneys' fees and costs described in the paragraph below.

16. After giving credit for all sums received, the following sums are due to Plaintiff under the Loan Documents:

Principal balance due under the Loan Documents as of January 25, 2016:	\$6,000,258.00
Accrued interest through January 25, 2016:	\$907,399.69
Additional charges:	\$11,281.31
Attorneys' Fees:	\$59,086.00
Costs:	<u>\$2,376.26</u>
TOTAL AMOUNT DUE:	\$6,980,401.26

together with interest on the total amount due referenced above at the rate of four and three quarters percent (4.75%) per annum pursuant to § 55.03, *Florida Statutes*, the Clerk's sale fee, and the cost of publishing the Notice of Sale.

17. For the payment of the total sum found to be due and owing to Plaintiff as set forth above, Plaintiff has a lien upon the Subject Property, which lien and security interest are prior, paramount, and superior in dignity to the right, title, interest, claims, liens, encumbrances, and equities of the Defendants in this action, and all persons or entities claiming by, through, or under the Defendants in this action, and all persons or entities claiming any interest in the Subject Property subsequent to the filing of the Notice of Lis Pendens in this cause; said Subject Property being located in St. Johns County, Florida and being more particularly described on Exhibit "A" attached hereto (which reflects the correct legal description as reformed herein for the Fourth Mortgage Modification).

18. Unless the Defendants shall at any time prior to the sale of the Subject Property pay to Plaintiff or its attorneys the total sums found to be due to Plaintiff as hereinabove specified, then the Subject Property shall be sold by the Clerk of this Court to the highest bidder for cash at public sale, free and clear of all estate, right, title, interest, claim, lien, encumbrance, remainder, reversion, homestead, dower, and equity of redemption whatsoever of the Defendants, and all persons or entities claiming by, through or under the Defendants, and all persons or entities claiming any interest in the Subject Property subsequent to the filing of the Notice of Lis Pendens herein.

19. Said sale shall be held by the Clerk of this Court on May 3 _____, 2016 at 12:00 p.m., noon, in the St. Johns County Courtroom Annex, Building A, at the Richard O. Watson Judicial Center, 4010 Lewis Speedway, St. Augustine, FL 32084, in accordance with Chapter 45, *Florida Statutes* (the "Sale"), after the publication of notice thereof as required by § 45.031, *Florida Statutes*, and promptly after the Sale the Clerk of this Court shall complete and file in this proceeding a Certificate of Sale as provided by law.

20. Plaintiff shall have and is hereby given leave to bid at the Sale and to apply against any bid made by it the amount awarded in this Summary Final Judgment. Plaintiff shall have the right to assign this Summary Final Judgment of Foreclosure and the right to credit bid at the Sale and apply against any bid made the amount awarded to Plaintiff in this Summary Final Judgment. In the event there is such an assignment, Plaintiff shall file a Notice of Assignment of Judgment with the Court that identifies the assignee, and the Clerk of Court shall recognize the assignee as the owner of this Summary Final Judgment with a right to credit bid the amount awarded herein, without further order of this Court. Plaintiff shall have the right to assign its successful bid at the foreclosure sale. In the event there is such an assignment, Plaintiff shall file a Notice of Assignment of Successful Bid with the Court that identifies the assignee, and the

Clerk of Court shall recognize the assignee as the owner of the successful bid and the party to be named in the Certificate of Title to be issued by the Clerk of the Court, without further order of this Court.

21. The proceeds derived from the Sale of the Subject Property ordered sold herein shall first be paid to Plaintiff, or its assignee, to pay all sums due under or pursuant to this Summary Final Judgment, and if the Subject Property shall sell for more than enough to pay all sums due to Plaintiff or its assignee, the Clerk of the Court shall report any surplus of Sale proceeds to this Court and shall hold the same in the registry of this Court until further order of this Court. Any fee due to the Clerk of the Court as a result of funds being deposited into the Registry of the Court shall be due from the successful bidder and shall be paid to the Clerk of the Court, in addition to the successful bid amount, at the same time as the successful bid amount is due. Documentary stamp taxes, if the same are due, shall not be paid from the proceeds of the Sale but shall be paid by the purchaser of the Subject Property prior to the recording of the Certificate of Title.

22. In the event Plaintiff or its assignee is outbid by a third party at the Sale, but said third party fails to timely deposit with the Clerk of the Court the full amount due in connection with such successful bid, Plaintiff or its assignee, as the next highest bidder, shall be deemed by the Clerk of the Court to be the successful bidder at the Sale, without requiring a new sale and without requiring further Order of the Court.

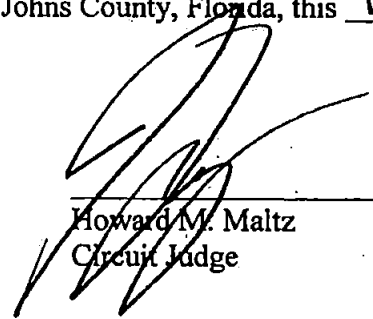
23. Upon the filing of the Certificate of Sale by the Clerk of the Court, the Defendants, all persons or entities claiming by, through, under, or against the Defendants, and all persons or entities claiming any interest in the Subject Property subsequent to the filing of the Notice of Lis Pendens in this cause, shall be foreclosed of all estate, right, title, interest, claim, lien, encumbrance, remainder, reversion, homestead, dower, and equity of redemption.

24. IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THIS FINAL JUDGMENT.

25. IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN SIXTY (60) DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

26. This Court retains jurisdiction of this action to grant such other and further relief as it deems just and proper; including, without limitation, entering a deficiency judgment, entering judgment as to the remaining counts of the Amended Complaint, entering orders with respect to the Court appointed Receiver, proceedings to re-foreclose the Subject Property, and issuing writs of possession.

DONE AND ORDERED in St. Augustine, St. Johns County, Florida, this 11th day of March, 2016.


Howard M. Maltz
Circuit Judge

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U. S. Mail to the parties on the Service List below this 11 day of March, 2016.



Judicial Assistant/Attorney.

SERVICE LIST

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*Counsel for Plaintiff DI - FL NO. 1, LLC, a Texas
limited liability company*

EXHIBIT "A"

SUBJECT PROPERTY

PARCEL A:

A PORTION OF SECTIONS 20, 21, AND 28, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER COMMON TO SECTIONS 20, 21, 28, AND 29, TOWNSHIP 7 SOUTH, RANGE 29 EAST; THENCE SOUTH 88 DEGREES 22 MINUTES 23 SECONDS WEST, ALONG THE LINE DIVIDING SAID SECTION 20 AND 29, A DISTANCE OF 1253.84 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 95, A 300 FOOT LIMITED ACCESS RIGHT OF WAY; THENCE NORTH 14 DEGREES 35 MINUTES 26 SECONDS WEST ALONG LAST SAID LINE, 5570.65 FEET TO THE NORTHERLY BOUNDARY OF SAID SECTION 20; THENCE NORTH 88 DEGREES 58 MINUTES 18 SECONDS EAST ALONG LAST SAID LINE, 1167.36 FEET TO THE EASTERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 1133, PAGE 1452, OF THE PUBLIC RECORDS OF AFORESAID ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 01 DEGREES 22 MINUTES 54 SECONDS EAST, 2623.46 FEET TO THE NORTH LINE OF GOVERNMENT LOT 1, SAID SECTION 20; THENCE SOUTH 89 DEGREES 07 MINUTES 15 SECONDS EAST, ALONG LAST SAID LINE, 1359.03 FEET TO THE EASTERLY BOUNDARY OF SAID SECTION 20; THENCE SOUTH 01 DEGREES 24 MINUTES 42 SECONDS EAST, ALONG LAST SAID LINE, 698.94 FEET TO THE NORTHWESTERLY BOUNDARY OF SECTION 54, SAID TOWNSHIP 7 SOUTH, RANGE 29 EAST (THE MARY FONTANE GRANT); THENCE SOUTHWESTERLY, SOUTHEASTERLY AND NORTHEASTERLY ALONG THE NORTHWESTERLY SOUTHWESTERLY AND SOUTHEASTERLY BOUNDARY OF SAID SECTION 54, RUN THE FOLLOWING THREE COURSES AND DISTANCES COURSE NO. 1: SOUTH 73 DEGREES 38 MINUTES 30 SECONDS WEST, 222.40 FEET; COURSE NO. 2: SOUTH 25 DEGREES 41 MINUTES 14 SECONDS EAST, 4640.90 FEET; COURSE NO. 3: NORTH 73 DEGREES 49 MINUTES 45 SECONDS EAST 62.93 FEET; TO THE NORTHEASTERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 1133, PAGE 1452 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 07 DEGREES 44 MINUTES 55 SECONDS EAST, 367.64 FEET TO THE NORTH BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 829, PAGE 1180 SAID PUBLIC RECORDS; THENCE NORTH 89 DEGREES 19 MINUTES 35 SECONDS WEST, 1518.87 FEET TO THE EASTERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 1015, PAGE 770 OF SAID PUBLIC RECORDS; THENCE NORTH 00 DEGREES 53 MINUTES 14 SECONDS WEST, ALONG LAST SAID LINE AND ALONG THE EASTERLY BOUNDARIES OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS 1015, PAGE 770, OFFICIAL RECORDS 1001, PAGE 242 AND OFFICIAL RECORDS 1036, PAGE 231, A DISTANCE OF 2487.06 FEET TO THE NORTH BOUNDARY OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 1036, PAGE 231; THENCE SOUTH 88 DEGREES 39 MINUTES 18

SECONDS WEST, 300.00 FEET TO THE WESTERLY BOUNDARY OF AFORESAID SECTION 28; THENCE NORTH 00 DEGREES 53 MINUTES 14 SECONDS WEST, 60.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS UTILITY AND ROAD PURPOSES AS DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2460, PAGE 975 AND MODIFIED BY OFFICIAL RECORDS BOOK 2611, PAGE 1549, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

PARCEL B:

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FOR A POINT OF COMMENCEMENT, COMMENCE AT THE SOUTHWEST CORNER OF GOVERNMENT LOT 3, OF SAID SECTION 28 AS SHOWN ON THE PLAT OF DEERWOOD ACRES UNIT NO. ONE AS RECORDED IN MAP BOOK 12, PAGES 78 THROUGH 80 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE SOUTH 88 DEGREES 14 MINUTES 19 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, A DISTANCE OF 1308.77 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28; THENCE NORTH 01 DEGREES 27 MINUTES 09 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, A DISTANCE OF 691.43 FEET TO THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 214 (FORMERLY STATE ROAD 214, ACCORDING TO FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP, SECTION 7857-250, ROAD S-214) AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01 DEGREES 27 MINUTES 09 SECONDS WEST, ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, A DISTANCE OF 576.38 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS VOLUME 1829, PAGE 1622 OF SAID PUBLIC RECORDS; THENCE SOUTH 89 DEGREES 14 MINUTES 38 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 28 AND ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 1317.21 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE NORTH 01 DEGREES 48 MINUTES 58 SECONDS WEST, ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 28, A DISTANCE OF 876.93 FEET TO A POINT; THENCE SOUTH 89 DEGREES 45 MINUTES 43 SECONDS EAST, PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 334.02 FEET TO A POINT; THENCE SOUTH 00 DEGREES 45 MINUTES 34 SECONDS EAST, A DISTANCE OF 288.12 FEET TO A POINT; THENCE NORTH 89 DEGREES 14 MINUTES 26 SECONDS EAST, A

DISTANCE OF 172.41 FEET TO A POINT; THENCE NORTH 00 DEGREES 45 MINUTES 34 SECONDS WEST, A DISTANCE OF 285.12 FEET TO THE AFOREMENTIONED LINE PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE SOUTH 89 DEGREES 45 MINUTES 43 SECONDS EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 1359.69 FEET TO A POINT; THENCE SOUTH 07 DEGREES 24 MINUTES 54 SECONDS EAST, A DISTANCE OF 921.61 FEET TO A POINT; THENCE SOUTH 82 DEGREES 59 MINUTES 53 SECONDS WEST, PARALLEL WITH THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 214, A DISTANCE OF 561.02 FEET TO A POINT; THENCE SOUTH 01 DEGREES 27 MINUTES 09 SECONDS EAST, ALONG A LINE 80.00 FEET EAST OF, AND PARALLEL WITH THE AFOREMENTIONED WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, A DISTANCE OF 435.60 FEET TO SAID NORTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 214; THENCE SOUTH 82 DEGREES 59 MINUTES 53 SECONDS WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 80.38 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT CERTAIN NON-EXCLUSIVE ACCESS EASEMENT FOR INGRESS EGRESS ROAD PURPOSES AND UTILITIES DATED JUNE 3, 2005 AND RECORDED JUNE 14, 2005, IN OFFICIAL RECORDS BOOK 2460, AT PAGE 980, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

PARCEL C:

A PORTION OF SECTION 28, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 214 (A VARIABLE WIDTH RIGHT OF WAY PER F.D.O.T. RIGHT OF WAY MAP SECTION NO. 7857-250) WITH THE WESTERLY LINE OF SAID SECTION 28, THENCE NORTH 01 DEGREES 22 MINUTES 48 SECONDS WEST, ALONG SAID WESTERLY LINE OF SECTION 28, A DISTANCE OF 1563.42 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS 1892, PAGE 71 AS PARCEL 2 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01 DEGREES 22 MINUTES 48 SECONDS WEST, ALONG SAID WESTERLY LINE OF SECTION 28, A DISTANCE OF 414.02 FEET TO THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 2247, PAGE 35 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE SOUTH 89 DEGREES 19 MINUTES 33 SECONDS EAST, ALONG LAST SAID LINE, A DISTANCE OF 300.15 FEET TO THE EASTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 2247, PAGE 35; THENCE NORTH 00 DEGREES 53 MINUTES 21 SECONDS WEST, ALONG LAST SAID LINE, A DISTANCE OF 60.02 FEET TO THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 2357, PAGE 1933 OF SAID PUBLIC RECORDS; THENCE SOUTH 89 DEGREES 19 MINUTES 33 SECONDS EAST, ALONG LAST SAID LINE, A DISTANCE OF 1518.82 FEET TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 821, PAGE 410 OF SAID PUBLIC RECORDS; THENCE SOUTH 06 DEGREES 58 MINUTES 44 SECONDS EAST, ALONG LAST SAID LINE, A DISTANCE OF 478.01 FEET; THENCE

NORTH 89 DEGREES 19 MINUTES 33 SECONDS WEST, A DISTANCE OF 1359.69 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 24 SECONDS EAST, A DISTANCE OF 285.12 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 36 SECONDS WEST, A DISTANCE OF 172.41 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 24 SECONDS WEST, A DISTANCE OF 288.12 FEET; THENCE NORTH 89 DEGREES 19 MINUTES 33 SECONDS WEST, A DISTANCE OF 334.02 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

All tangible personal property, intangible personal property and fixtures described in the subject Loan Documents including, but not limited to, that certain Mortgage and Security Agreement, which instrument was recorded in Official Records Book 2623, Page 755, Public Records of St. Johns County, Florida; that certain Assignment of Mortgage and Other Loan Documents, which instrument was recorded in Official Records Book 2662, Page 221, and re-recorded in Official Records Book 2667, Page 1401, Public Records of St. Johns County, Florida; that certain Modification and Restatement Agreement, which instrument was recorded in Official Records Book 2667, Page 1410, Public Records of St. Johns County, Florida; that certain Restated Real Estate Mortgage, which instrument was recorded in Official Records Book 2667, Page 1414, Public Records of St. Johns County, Florida; that certain Assignment of Rents and Leases, which instrument was recorded in Official Records Book 2667, Page 1435, Public Records of St. Johns County, Florida; that certain Future Advance, Modification, Consolidation, Restatement and Spreader Agreement, which instrument was recorded in Official Records Book 2690, Page 874, Public Records of St. Johns County, Florida; that certain Future Advance, Modification, Consolidation and Restatement Agreement, which instrument was recorded at Official Records Book 2903, Page 1285, Public Records of St. Johns County, Florida; that certain Fourth Future Advance, Modification, Consolidation, Restatement and Spreader Agreement, which instrument was recorded in Official Records Book 3052, Page 1714, Public Records of St. Johns County, Florida; that certain Fifth Modification Agreement, which instrument was recorded in Official Records Book 3102, Page 272; those certain Uniform Commercial Code Financing Statements, which instruments were recorded in Official Records Book 2667, Page 1441, as amended in Official Records Book 2690, Page 885, as further amended in Official Records Book 3052, Page 1726, all in the Public Records of St. Johns County, Florida; that certain Assignment of Mortgage and Other Collateral and/or Loan Documents, which instrument was recorded in Official Records Book 3196, Page 1114, Public Records of St. Johns County, Florida.

TOGETHER WITH:

Those certain rights of Morgan's Cove LLC, a Florida limited liability company, arising under that certain Concurrency and Impact Fee Credit Agreement dated August 17, 2006 and recorded on August 22, 2006 in Official Records Book 2768, Page 786, Public Records of St. Johns County, Florida (including, but not limited to, those rights under Concurrency Certificate No. 2005-08, those rights to the performance bond or other security posted by Morgan's Cove, LLC, a Florida limited liability company, in the amount of \$457,600.00 related to CR 214 Roadway Improvements, those rights to the performance bond or other security posted by Morgan's Cove, LLC, a Florida limited liability company, in the amount of \$172,800.00 related to King Roadway Improvements, Road Impact Fee Credits of up to \$457,600.00 pursuant to Section 10(A) thereof, and Road Impact Fee Credits of up to \$172,800.00 pursuant to Section 10(B) thereof).

Those certain rights arising under that certain St. Johns County Ordinance Number 2006-92, dated August 8, 2006 and recorded in Official Records Book 2780, Page 1336; as amended by that certain Small Adjustment to Planned Unit Development Ordinance Number 2006-92, as amended, known as Morgan's Cove PUD (PUD 2006-07) dated October 8, 2007 and recorded on October 10 2007 in Official Records 2993, Page 4, both in the Public Records of St. Johns County, Florida.

LESS AND EXCEPT any and all developer, declarant, successor-in-interest or similar obligations and liabilities which (i) arise or accrue prior to the recording of the certificate of title issued pursuant to that Certain commercial foreclosure lawsuit filed in the St. Johns County Florida Circuit Court styled as: DI - FL No. 1, LLC, a Texas limited liability company v. Morgan's Cove, LLC, a Florida limited liability company; et.al.; or party, including without limitation, any prior developer or declarant ("Certificate of Title"), OR (ii) arise out of or in any way relate to any acts or omissions by any other person or party, including without limitation, any prior developer or declarant, OR (iii) have not been specifically assumed by a separate instrument in writing executed and dated following the recording of the Certificate of Title by the party assuming any such obligations or liabilities.

IN THE CIRCUIT COURT OF THE
SEVENTH JUDICIAL CIRCUIT IN AND FOR
ST. JOHNS COUNTY, FLORIDA

CASE NO.: CA-10-2747

DI – FL NO. 1, LLC, a Texas limited liability
company,

Plaintiff,

vs.

MORGAN'S COVE, LLC, a Florida limited
liability company; BARON L. BARTLETT, an
individual; BRAD GILBERT, an individual; and
PETER O. LARSEN, an individual,

Defendants.

**PLAINTIFF'S MOTION FOR ENTRY OF STIPULATED
FINAL JUDGMENT OF FORECLOSURE**

COMES NOW Plaintiff, DI-FL NO. 1 ("DI-FL") by and through its undersigned attorneys and hereby files *Plaintiff's Motion for Entry of Stipulated Final Judgment of Foreclosure* and in support thereof states as follows:

1. On or about October 31, 2014, DI-FL and the Defendants MORGAN'S COVE, LLC and BARON L. BARTLETT (collectively the "Defendants"), entered into a *Settlement Agreement*, which Settlement Agreement was subsequently amended by that certain *First Amendment to Settlement Agreement*, that certain *Second Amendment to Settlement Agreement* and that certain *Third Amendment to Settlement Agreement* (collectively the "Settlement Agreement"). A true and correct copy of the Settlement Agreement is attached hereto as Composite Exhibit "A".

2. In connection with the Settlement Agreement, the Defendants executed that certain *Defendants' Morgan's Cove, LLC and Baron L. Bartlett Stipulation to Entry of*

Foreclosure Judgment (the "Stipulation to Foreclosure"), which was filed in this lawsuit on January 7, 2016. A true copy of the Stipulation to Foreclosure is attached hereto as Exhibit "B".

3. Also in connection with the Settlement Agreement the Defendants executed that certain *Defendants' Morgan's Cove, LLC and Baron L. Bartlett Withdraw and Waiver of Affirmative Defenses And Counterclaims With Prejudice* (the "Waiver"), which was filed in this lawsuit on January 7, 2016. Pursuant to the Waiver, the Defendants have withdrawn and irrevocably waived with prejudice all affirmative defenses, claims and counterclaims in this action. A true copy of the Waiver is attached hereto as Exhibit "C".

4. Defendant, BRAD GILBERT, was defaulted in this case pursuant to that certain Default entered by the Clerk of the Court on November 12, 2010.

5. Defendant, PETER O. LARSEN, is no longer a party to this action pursuant to that certain Joint Stipulation to Dismissal with Prejudice as to Defendant, PETER O. LARSEN, which was filed in this case on January 7, 2016.

6. There are no other Defendants in this case.

7. The *Affidavit of Jason Rudd* (the "Affidavit") is being filed contemporaneously herewith. As described in the Affidavit, the Defendants failed to make the Settlement Payment as defined in the Settlement Agreement by the Payment Deadline as set forth in the Settlement Agreement.

8. The Defendants have failed to comply with the terms of the Settlement Agreement. Pursuant to the Settlement Agreement, should the Defendants fail to comply with the terms thereof, Plaintiff is entitled to the entry of a Stipulated Final Judgment of Foreclosure.

WHEREFORE, Plaintiff, DI-FL NO. 1, LLC, prays that this Court would enter a Stipulated Final Judgment of Foreclosure against the Defendants in this action and grant such other and further relief as may be just and proper.

/s/ Jason Ward Johnson

Gary Soles
Florida Bar No. 0614149
Jason Ward Johnson
Florida Bar No. 00186538
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Counsel for Plaintiff, DI-FL NO. 1, LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via E-mail to the parties on the Service List below, at the respective parties' primary and secondary e-mail addresses (or to the e-mail address indicated in the records of the Florida Bar) and electronically filed with the Clerk of the Court using the E-Portal system, this 25 day of FEBRUARY, 2016.

/s/ Jason Ward Johnson

Jason Ward Johnson

SERVICE LIST

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*Counsel for Defendant, Morgan's Cove, LLC and
Baron Bartlett*

cohenthurston@cs.com

Counsel for Defendant, Peter O. Larsen

SETTLEMENT AGREEMENT

DOCUMENTARY AND INTANGIBLE TAXES HAVE BEEN PAID ON AND IN CONNECTION WITH THE ORIGINAL LOAN DOCUMENTS DISCUSSED HEREIN. NO ADDITIONAL FUNDS ARE BEING ADVANCED PURSUANT TO THIS SETTLEMENT AGREEMENT, AND THEREFORE, NO ADDITIONAL DOCUMENTARY OR INTANGIBLE TAXES ARE DUE IN CONNECTION HEREWITH.

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into this 31 day of October, 2014 (the "Effective Date"), by and among DI - FL NO. 1, LLC, a Texas limited liability company ("Lender"), MORGAN'S COVE, LLC, a Florida limited liability company ("Morgan's Cove"), HILDEN ROAD, LLC, a Florida limited liability company ("Hilden Road"), BARON L. BARTLETT, an individual ("Bartlett"), and PETER O. LARSEN, an individual ("Larsen") (Morgan's Cove, Hilden Road and Bartlett, collectively, the "Obligors") (Lender, Larsen and Obligors, collectively, the "Parties").

WITNESSETH:

WHEREAS, Lender is the current owner and holder of those certain loan documents described in the hereinafter described Lawsuits (collectively, the "Loan Documents"), which Loan Documents relate to commercial loans (collectively, the "Loans") made by Lender to Morgan's Cove and Hilden Road and encumber certain real properties that are being foreclosed upon by Lender in the hereinafter described Lawsuits (together with any improvements thereon and personal property and fixtures described in the Loan Documents, the "Subject Properties");

WHEREAS, Lender filed lawsuits (collectively, the "Lawsuits"), for, among other things, foreclosure of the Subject Properties, styled (i) Di-FL No. 1 LLC v. Morgan's Cove, LLC, et al., Circuit Court, St. Johns County, Florida, Case No. CA-10-2747 (the "Morgan's Cove Lawsuit"), (ii) Di-FL No. 1 LLC v. Hilden Road, LLC, et al., Circuit Court, Flagler County, Florida, Case No. 2010-CA-1995 (the "Hilden Flagler County Lawsuit"), and (iii) Di-FL No. 1 LLC v. Hilden Road, LLC, et al., Circuit Court, Nassau County, Florida, Case No. 10-CA-910 (the "Hilden Nassau County Lawsuit");

WHEREAS, Bartlett is a party to this Agreement and is a guarantor pursuant to the Loan Documents described in the Lawsuits;

WHEREAS, Larsen is (i) a party to this Agreement, (ii) a guarantor pursuant to those certain loan documents described in the Morgan's Cove Lawsuit (collectively, the "Morgan's Cove Loan Documents"), (iii) is not a guarantor pursuant to those certain loan documents described in the Hilden Flagler County Lawsuit (collectively, the "Hilden Flagler County Loan Documents"), and (iv) is not a guarantor pursuant to certain loan documents described in the Hilden Nassau County Lawsuit (collectively, the "Hilden Nassau County Loan Documents");

WHEREAS, Bradley E. Gilbert a/k/a Brad Gilbert ("Brad Gilbert") is (i) a guarantor pursuant to the Morgan's Cove Loan Documents, (ii) is not a guarantor pursuant to the Hilden Flagler County Loan Documents, (iii) is not a guarantor pursuant to the Hilden Nassau County Loan Documents, and (iv) is not a party to this Agreement, because, among other reasons, Brad

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EXHIBIT

Composite "A"

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Gilbert filed that certain Voluntary Petition on or about June 17, 2014 in that certain case styled In re: Bradley E. Gilbert, United States Bankruptcy Court, Middle District of Florida, Case No. 3:14-bk-02940;

WHEREAS, Dale Leath, an individual ("**Dale Leath**"), is a guarantor pursuant to the Hilden Flagler County Loan Documents and the Hilden Nassau County Loan Documents, and is not a party to this Agreement, because, among other reasons, Dale Leath has been discharged pursuant to that certain Discharge of Debtor entered by the United States Bankruptcy Court on May 13, 2013 in that certain case styled In re: Dale Omen Leath, United States Bankruptcy Court, Middle District of Florida, Case No. 3:13-bk-00423-JAP;

WHEREAS, unless otherwise defined in this Agreement, any capitalized words and/or terms shall have the meaning assigned to them in the Loan Documents; and

WHEREAS, the Parties wish to enter into this Agreement concerning the hereinafter described Loan Default and the Lawsuits under the terms hereinafter described.

NOW THEREFORE, in consideration of the benefits and obligations contained in this Agreement and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals**. The recitals contained hereinabove are true and correct and are incorporated herein.
2. **Transfer of Interest in Morgan's Cove**. In consideration for Bartlett's execution of this Agreement and the release granted to Larsen herein, contemporaneous with the execution of this Agreement, Larsen shall assign his stock in Morgan's Cove to Morgan's Cove, by executing and delivering to Morgan's Cove his stock certificates in Morgan's Cove. By execution of this Agreement, Larsen hereby expressly acknowledges that he shall be entitled to no other consideration from Bartlett, Morgan's Cove or any other entity, in exchange for the transfer described herein.
3. **Acknowledgements and Warranties of Obligors**. Obligors hereby acknowledge, warrant and stipulate to the following:
 - (a) **Loan Documents; Waiver**. Obligors have executed the Loan Documents, and as of the date hereof, the Loan Documents are in full force and effect. Obligors hereby irrevocably (i) waive all defenses and counterclaims that have been raised or could have been raised relating to the form, execution, validity, or enforcement of the Loan Documents, and (ii) waive all affirmative defenses, claims and counterclaims that have been asserted or could be asserted in the Lawsuits.
 - (b) **Outstanding Amounts Due**. Obligors hereby acknowledge that Obligors are in default under the Loan Documents (the "**Loan Default**") for, among other reasons, failure to pay the amounts due under the Loan Documents, as described below, and other defaults as more particularly described in the Lawsuits. Obligors further hereby acknowledge that the following amounts are due under the Loan Documents.

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(i) Morgan's Cove Loan Documents. As of May 9, 2014, a principal balance of \$6,000,258.00 is currently due and owing under the Morgan's Cove Loan Documents Note, after giving credit for all payments made, plus accrued interest through May 9, 2014 in the amount of \$ 818,301.78, plus other fees in the amount of \$11,281.31, for a total of \$6,829,841.09, plus per diem default interest thereafter at \$541.69 per day, plus attorneys' fees and costs..

(ii) Hilden Flagler County Loan Documents. As of May 9, 2014, a principal balance of \$665,000.00 is currently due and owing under the Hilden Flagler County Loan Documents, after giving credit for all payments made, plus accrued interest through May 9, 2014 in the amount of \$200,169.36, plus other fees in the amount of \$11,536.89, for a total of \$876,706.25, plus per diem interest thereafter at \$91.10 per day, plus attorneys' fees and costs.

(iii) Hilden Nassau County Loan Documents. As of May 9, 2014, a principal balance of \$1,700,000.00 is currently due and owing under the Hilden Nassau County Loan Documents, after giving credit for all payments made, plus accrued interest through May 9, 2014 in the amount of \$495,199.93, plus other fees in the amount of \$12,730.00, for a total of \$2,207,929.93, plus per diem default interest thereafter at \$232.88 per day, plus attorneys' fees and costs.

4. Settlement Payment for Morgan's Cove Loan. Within one hundred and twenty days (120) after the Effective Date (the "Payment Deadline"), Morgan's Cove shall either (i) pay to Lender or cause to be paid to Lender the sum of \$3,900,000.00 (the "Partial Settlement Payment") or cause to be paid to Lender the sum of \$4,500,000.00 (the "Full Settlement Payment"). Lender agrees to grant Morgan's Cove one extension of the Payment Deadline for thirty (30) days if Morgan's Cove pays Lender or cause to be paid to Lender a non-refundable deposit of \$100,000.00 on or before the Payment Deadline (the "Extension Payment"). The Extension Payment shall be credited towards the Partial Settlement Payment or Full Settlement Payment. The Partial Settlement Payment, Full Settlement Payment, or Extension Payment shall be made by the Payment Deadline via wire transfer to Lender or its counsel utilizing wire instructions to be provided by Lender's counsel. Notwithstanding anything herein to the contrary, the failure to pay the Partial Settlement Payment or Full Settlement Payment by the Payment Deadline is a Default (as hereinafter defined) under this Agreement. Notwithstanding anything herein to the contrary, in the event of a Default (as hereinafter defined), the Extension Payment, if any, is nonrefundable and Lender may apply said amount to the amounts due under the Morgan's Cove Loan Documents.

5. Partial Settlement Payment: If Morgan's Cove timely pays the Partial Settlement Payment by the Payment Deadline, then:

(a) Lender, Morgan's Cove and Bartlett shall within twenty (20) days of receipt of the Partial Settlement Payment execute and deliver documents in the form attached hereto as Composite Exhibit "A" to Lender, to allow Lender to retain a \$600,000.00 first position secured lien on the property encumbered by the Morgan's Cove Loan Documents (the "Morgan's Cove Subject Property"), including, without limitation, amended and restated mortgage by Morgan's Cove, note by Morgan's Cove,

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and a guaranty by Bartlett, securing a principal amount of six hundred thousand (\$600,000.00), together with interest, fees, costs, and other amounts due specified in said documents (collectively, the "Amended Morgan's Cove Loan Documents"). The terms of the Amended Morgan's Cove Loan Documents include, without limitation, interest only payments at rate of 7 percent (7%) per annum, balloon payment payable within twenty-four (24) months, and lot release price of \$10,000.00 per lot.

(b) Within twenty (20) days of receipt of the Amended Morgan's Cove Loan Documents, counsel for the Lender shall file a notice of discharge of the lis pendens in the Morgan's Cove Lawsuit.

(c) Within twenty (20) days of receipt of the Amended Morgan's Cove Loan Documents, counsel for Lender shall file a dismissal of the Morgan's Cove Lawsuit without prejudice or seek entry of an order dismissing the Morgan's Cove Lawsuit without prejudice. The Parties hereby agree and acknowledge that in the event that Lender files and dismisses a second lawsuit based on or including the same claims asserted in the Morgan's Cove Lawsuit, the dismissal of said second lawsuit shall not operate as an adjudication on the merits pursuant to Rule 1.420(a)(1), Florida Rules of Civil Procedure and if necessary, Lender may file a third lawsuit based on or including the same claims asserted in the Morgan's Cove Lawsuit.

(d) Upon timely receipt of the Partial Settlement Payment and execution and delivery of the Amended Morgan's Cove Loan Documents to Lender, amounts due by Morgan's Cove and Bartlett under the Morgan's Cove Loan Documents shall be reduced to the amounts stated in the Amended Morgan's Cove Loan Documents.

(e) Upon timely receipt of the Partial Settlement Payment, execution and delivery of the Amended Morgan's Cove Loan Documents to Lender, and none of the Obligors have filed bankruptcy within the later of (a) ninety-one (91) days after receipt of the Partial Settlement Payment, (b) ninety-one (91) days after the issuance of the Certificate of Title in the Hilden Nassau County Lawsuit, or (c) ninety-one (91) days after the issuance of the Certificate of Title in the Hilden Flagler County Lawsuit, Lender expressly releases its right to seek deficiency judgments against Hilden Road and Bartlett pursuant to the Hilden Road Flagler County Loan Documents and the Hilden Road Nassau County Loan Documents.

6. Full Settlement Payment. If Morgan's Cove timely pays the Full Settlement Payment by the Payment Deadline, then:

(a) Within twenty (20) days of receipt of the Full Settlement Payment, Lender shall record and/or file a release of the Mortgage (as defined in the Complaint filed in the Morgan's Cove Lawsuit) and related security instruments (as described in the Complaint filed in the Morgan's Cove Lawsuit),

(b) Within twenty (20) days of receipt of the Full Settlement Payment, counsel for Lender shall file a notice of discharge of the lis pendens in the Morgan's Cove Lawsuit, and

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(c) Within twenty (20) days of receipt of the Full Settlement Payment, counsel for Lender shall file a dismissal of the Lawsuit without prejudice or seek entry of an order dismissing the Lawsuit without prejudice.

(d) Upon full and timely compliance by Obligors of all obligations under this Agreement, and none of the Obligors have filed bankruptcy within the later of (a) ninety-one (91) days after receipt of the Full Settlement Payment, (b) ninety-one (91) days after the issuance of the Certificate of Title in the Hilden Nassau County Lawsuit, or (c) ninety-one (91) days after the issuance of the Certificate of Title in the Hilden Flagler County Lawsuit, counsel for the Lender shall execute and deliver to Obligors a Release and Covenant Not to Sue in the form attached as Exhibit "B" (the "Release and Covenant Not to Sue").

7. Lawsuit Related Matters. Concurrently with the execution of this Agreement, Obligors and/or Lender, as the case may be, shall take the following actions relating to the Lawsuits:

(a) Withdrawal and Waiver of Affirmative Defenses and Counterclaims. Simultaneous with the execution and delivery of this Agreement, the respective counsel for Obligors shall sign and deliver to counsel for Lender the Notice of Withdrawal and Waiver of Affirmative Defenses and Counterclaims with Prejudice for each of the Lawsuits in the same form attached hereto as Exhibit "C" (the "Notice of Withdrawal and Waiver"). Counsel for Lender shall file the respective Notice of Withdrawal and Waiver in each of the Lawsuits.

(b) Joint Stipulation to Entry of Foreclosure Judgment. Simultaneous with the execution and delivery of this Agreement, counsel for Obligors shall sign and deliver to counsel for Lender the Stipulation to Entry of Foreclosure Judgment for each of the Lawsuits in the same form attached hereto as Exhibit "D" ("Stipulation to Foreclosure").

(i) Morgan's Cove Loan. If Lender does not timely receive the Partial Settlement Payment or Full Settlement Payment by the Payment Deadline, then Lender may, in its sole and absolute discretion, file the Stipulation to Foreclosure in the Morgan's Cove Lawsuit, and file a motion for entry of a foreclosure judgment and seek entry, at an *ex parte* hearing or without a hearing, a foreclosure judgment in the form and amount acceptable to Lender in its sole and absolute discretion. If Lender timely receives the Partial Settlement Payment or Full Settlement Payment by the Payment Deadline, Lender agrees to return the Stipulation to Foreclosure for the Morgan's Cove Lawsuit to counsel for Obligors.

(ii) Hilden Loans. Notwithstanding anything herein in the contrary and regardless of and in addition to the receipt of the Partial Settlement Payment or Full Settlement Payment by the Payment Deadline, Lender may, in its sole and absolute discretion, immediately file the Stipulation to Foreclosure in the Hilden Flagler County Lawsuit and the Stipulation to Foreclosure in the Hilden Nassau County Lawsuit and file motions for entry of a foreclosure judgments and seek

entry, at an *ex parte* hearing or without a hearing, foreclosure judgments in the form and amount acceptable to Lender in its sole and absolute discretion.

(c) Stipulation to Entry of Deficiency Judgment. Simultaneous with the execution and delivery of this Agreement, Obligors, through counsel, shall execute and deliver to Lender the Stipulations to Entry of Deficiency Judgment attached hereto as Composite Exhibit "E" ("Stipulation to Deficiency Judgment").

(i) If Lender does not timely receive the Partial Settlement Payment or Full Settlement Payment by the Payment Deadline, Lender may, in its sole and absolute discretion, (i) upon written notice from Lender, require Obligors to assign any and all Development Rights (as defined below) relating to the Subject Property to Lender pursuant to paragraph 9 below, or (ii) upon written notice from Lender, file the Stipulation to Deficiency Judgment in the Morgan's Cove Lawsuit, the Hilden Flagler County Lawsuit, and the Hilden Nassau County Lawsuit, and file a motion for entry of deficiency judgments and seek entry, at an *ex parte* hearing or without a hearing, deficiency judgments in the form acceptable to Lender in its sole and absolute discretion and in the amount set forth below:

- (1) Morgan's Cove Loan - \$500,000.00;
- (2) Hilden Road Flagler County Loan - \$250,000.00; and
- (3) Hilden Road Nassau County Loan - \$250,000.00.

(ii) In the event that Obligors assigns the Development Rights (as defined below) to Lender in a manner that is satisfactory to Lender (which satisfaction is determined by Lender in its sole and absolute discretion), Lender agrees to return the Stipulation to Deficiency Judgments for the Morgan's Cove Lawsuit, the Hilden Flagler County Lawsuit, and the Hilden Nassau County Lawsuit, to counsel for Obligors.

(iii) If Lender timely receives the Partial Settlement Payment or Full Settlement Payment by the Payment Deadline, Lender agrees to return the Stipulation to Deficiency Judgments for the Morgan's Cove Lawsuit, the Hilden Flagler County Lawsuit, and the Hilden Nassau County Lawsuit, to counsel for Obligors.

(d) Abatement of Lawsuits. Within ten (10) days of the Effective Date, the Parties shall file a joint motion in the Morgan's Cove Lawsuit for the Court to approve the terms of this Agreement and for the Court to abate the Morgan's Cove Lawsuit until the Payment Deadline.

8. Indemnification. Obligors hereby agree to indemnify, defend, and hold Lender and each of Lender's attorneys, employees, agents, officers and directors (collectively, the "Indemnified Parties"), harmless from and against any and all liabilities, claims (administrative or judicial), damages, losses, liabilities, costs and expenses (including, but not limited to,

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attorneys' fees and costs) of any kind or nature whatsoever, arising out of or related to this Agreement, which may be or are claimed, sustained or suffered by any of them arising under, based upon, resulting from or in any way connected with prior, existing, or future claims, causes of action, defenses or damages sought by Dale Leath or Brad Gilbert against the Indemnified Parties from and after the date of this Agreement.

9. Cooperation. From and after the Effective Date, Obligors shall cooperate with Lender by providing documents and information as may be required by Lender to effectuate or enforce this Agreement.

10. Assignment and Preservation of Development Rights. Obligors shall, without compensation and at no cost to Obligors, assist and cooperate with Lender, or its assignee, as may be required by Lender to: (i) execute documents to assign to Lender (a) all of Obligors' right, title and interest, if any, in the Subject Properties, including, without limitation, all contract rights, warranties, guaranties, licenses, permits, governmental approvals, associated development rights, licenses, entitlements, development and building plans, rights to associations, declaration rights, memberships and/or affiliations, municipal offsite credits, prepaid building permits, impact and/or concurrency fees, and water/sewer or other utility fees and credits which benefit the Subject Properties, (b) to the extent assignable, any rights of Obligors in and to all zoning and development entitlements, permits, licenses, approvals and authorizations granted in connection with the Subject Properties, and all plans, specifications, drawings, surveys and reports relating to the Subject Properties, and any improvements located on the Subject Properties to the extent that Obligors have the right and ability to convey such rights, and (c) to the extent assignable, all of Obligors' right, title and interest, if any, in and to all licenses, permits, certificates of occupancy, consents and approvals, whether governmental or otherwise, relating to the development, use, operation or maintenance of the Subject Property (collectively, the "Development Rights"), and (ii) assist in Lender's reasonable efforts to preserve any Development Rights that benefit the Subject Properties.

11. No Continuing Waiver; Course of Dealings. Any forbearance or waiver of the rights or remedies of Lender occurring on or before the date of this Agreement shall not, and does not constitute the waiver of any rights of Lender to fully enforce the terms and conditions of any of the Loan Documents and/or this Agreement hereafter. Nor shall the delay in pursuing any remedy or in insisting upon full performance for any breach or failure of any covenant, condition or promise in this Agreement prevent Lender from later pursuing remedies for which the applicable statutes of limitation have not run or been waived, or from insisting upon full performance for the same or similar breaches or failure. No "course of dealings" between Lender and Obligors has amended, modified or changed any provision of the Loan Documents, and no "course of dealings" between Lender and Obligors shall amend, modify or change any provision of the Loan Documents and/or this Agreement.

12. Waiver of Defenses, Claims and Counterclaims and Release of Claims by Obligors. IN RETURN FOR LENDER'S PARTICIPATION IN THIS AGREEMENT, OBLIGORS HEREBY WAIVE ALL DEFENSES, CLAIMS, AND COUNTERCLAIMS AGAINST LENDER AND FULLY, FINALLY AND IRREVOCABLY RELEASE LENDER AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AFFILIATES, SUBSIDIARIES, PARENTS, REPRESENTATIVES, AGENTS, SHAREHOLDERS, ATTORNEYS,

EMPLOYEES, PREDECESSORS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "LENDER RELEASED PARTIES") FROM ANY AND ALL DEFENSES, COUNTERCLAIMS, OFFSETS, CROSS-CLAIMS, CLAIMS, DAMAGES AND DEMANDS OF ANY KIND OR NATURE, KNOWN OR UNKNOWN, KNOWABLE OR UNKNOWABLE, EXISTING AS OF THE DATE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY USURY OR LENDER LIABILITY CLAIMS OR DEFENSES, CLAIMS THAT LENDER RELEASED PARTIES BREACHED ANY TERM OF THE LOAN DOCUMENTS, FAILED TO HONOR ANY COMMITMENT TO MAKE A LOAN, MODIFIED THE LOAN DOCUMENTS ORALLY OR THROUGH A "COURSE OF DEALINGS", OR TORTIOUSLY INTERFERED WITH ANY BUSINESS RELATIONSHIP OR CONTRACT, AND ALSO INCLUDING, WITHOUT LIMITATION, CLAIMS AND DEFENSES ARISING OUT OF OR RELATING TO THE LOAN, LOAN DOCUMENTS, OR THE SUBJECT PROPERTIES. ALTHOUGH CERTAIN CLAIMS AND DEFENSES ARE SPECIFICALLY DISCUSSED HEREIN, THE OBLIGORS ACKNOWLEDGE THAT THIS IS A GENERAL RELEASE AND THAT THEY ARE RELEASING ALL CLAIMS OR DEFENSES THEY MAY POSSESS AGAINST THE LENDER RELEASED PARTIES ARISING OUT OF ANY ACTION OR INACTION ON THE PART OF THE LENDER RELEASED PARTIES. MOREOVER, THIS RELEASE IS INTENDED TO WAIVE ALL DEFENSES, CLAIMS, AND COUNTERCLAIMS THAT ANY OF THE OBLIGORS COULD ASSERT IN THE LAWSUIT OR IN THE EVENT IT BECOMES NECESSARY FOR LENDER RELEASED PARTIES TO FILE ANOTHER FORECLOSURE ACTION WITH RESPECT TO THE SUBJECT PROPERTIES OR PURSUE MONEY JUDGMENTS OR DEFICIENCY JUDGMENTS. THE OBLIGORS HEREBY ACKNOWLEDGE THAT THEY HAVE NOT RELIED UPON ANY REPRESENTATION OF ANY KIND MADE BY ANY OF THE LENDER RELEASED PARTIES IN MAKING THIS WAIVER AND RELEASE. OBLIGORS REPRESENT AND WARRANT TO THE LENDER RELEASED PARTIES THAT THEY HAVE NOT HERETOFORE ASSIGNED, TRANSFERRED OR PLEDGED, OR PURPORTED TO ASSIGN, TRANSFER OR PLEDGE, TO ANY PERSON OR ENTITY ANY MATTER RELEASED OR WAIVED BY SUCH PARTY HEREUNDER OR ANY PORTION THEREOF OR INTEREST THEREIN, OBLIGORS AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD THE LENDER RELEASED PARTIES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND DAMAGES BASED UPON OR ARISING OUT OF ANY SUCH ASSIGNMENT, TRANSFER OR PLEDGE OR PURPORTED ASSIGNMENT, TRANSFER OR PLEDGE BY SUCH PARTY.

13. Release of Larsen. IN RETURN FOR LARSEN'S PARTICIPATION IN THIS AGREEMENT, LENDER AND OBLIGORS HEREBY FULLY, FINALLY AND IRREVOCABLY RELEASE LARSEN FROM ANY AND ALL DEFENSES, COUNTERCLAIMS, OFFSETS, CROSS-CLAIMS, CLAIMS, DAMAGES AND DEMANDS OF ANY KIND OR NATURE, KNOWN OR UNKNOWN, KNOWABLE OR UNKNOWABLE, EXISTING AS OF THE DATE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CLAIMS AND DEFENSES ARISING OUT OF OR RELATING TO THE LOAN, LOAN DOCUMENTS, OR THE SUBJECT PROPERTIES. LENDER AND OBLIGORS ACKNOWLEDGE THAT THIS IS A GENERAL RELEASE AND THAT THEY ARE RELEASING ALL CLAIMS OR DEFENSES THEY MAY POSSESS AGAINST LARSEN ARISING OUT OF ANY ACTION OR INACTION ON THE PART OF LARSEN. MOREOVER, THIS RELEASE IS INTENDED TO WAIVE ALL DEFENSES, CLAIMS, AND

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COUNTERCLAIMS THAT ANY OF THE LENDER AND/OR OBLIGORS COULD ASSERT IN THE LAWSUIT.

14. Release of Bartlett and Morgan's Cove by Larsen. IN RETURN FOR BARTLETT'S AND MORGAN'S COVE'S PARTICIPATION IN THIS AGREEMENT, LARSEN HEREBY FULLY, FINALLY AND IRREVOCABLY RELEASES BARTLETT AND MORGAN'S COVE FROM ANY AND ALL DEFENSES, COUNTERCLAIMS, OFFSETS, CROSS-CLAIMS, CLAIMS, DAMAGES AND DEMANDS OF ANY KIND OR NATURE, KNOWN OR UNKNOWN, KNOWABLE OR UNKNOWABLE, EXISTING AS OF THE DATE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CLAIMS AND DEFENSES ARISING OUT OF OR RELATING TO THE LOAN, LOAN DOCUMENTS, OR THE SUBJECT PROPERTIES. LARSEN ACKNOWLEDGES THAT THIS IS A GENERAL RELEASE AND THAT HE IS RELEASING ALL CLAIMS OR DEFENSES HE MAY POSSESS AGAINST BARTLETT AND MORGAN'S COVE ARISING OUT OF ANY ACTION OR INACTION ON THE PART OF BARTLETT AND MORGAN'S COVE. MOREOVER, THIS RELEASE IS INTENDED TO WAIVE ALL DEFENSES, CLAIMS, AND COUNTERCLAIMS THAT HE COULD ASSERT IN THE LAWSUIT.

15. Disgorgement. If Lender is required to disgorge any portion or all of the Partial Settlement Payment or Full Settlement Payment in any subsequent insolvency proceeding (as hereinafter described), litigation and/or other proceeding, Obligors shall be liable to Lender for any portion or all of the Partial Settlement Payment or Full Settlement Payment that was disgorged.

16. Authorization to Enter into this Agreement. The Parties hereto represent and warrant that they have the power and authority to enter into this Agreement and that the execution of this Agreement and performance hereunder is not in contravention of law, or any indenture, agreement or undertaking to which any of the Parties is a party or by which any of the Parties are bound.

17. No Default Caused by Entry into Agreement. The execution and delivery of this Agreement and the consummation of the transactions herein contemplated will not violate any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on any of the Obligors, or conflict with or constitute a default under or result in the creation or imposition of any lien pursuant to the terms of any indenture, instrument or agreement to which any of the Obligors is a signatory or otherwise bound.

18. No Further Commitment for Additional Accommodations. The Obligors expressly agree and stipulate that, except as otherwise herein specifically provided, Lender has no obligation under the Loan Documents, by law, by equity, by the existence of this Agreement, or by any oral representation or communication of any sort from Lender to refrain from exercising its rights under the Loan Documents or this Agreement, or to agree, either now or in the future, to any further forbearances or extensions of time to pay the amounts owed under the Loan Documents, or provide any further accommodation to any of the Obligors under any circumstances whatsoever. Absent this Agreement, Lender would have the full right and power to commence all remedies under the Loan Documents, including, without limitation, judicial foreclosure, by reason of the outstanding Loan Default.

19. Default; Remedies. If any of the Obligors fail to timely and fully comply with any provision of this Agreement, including, without limitation, timely payment of the Partial Settlement Payment or Full Settlement Payment by the Payment Deadline, such failure shall constitute a "Default" under this Agreement. Upon a Default by any of the Obligors, Lender may in its sole and absolute discretion: (i) file the Stipulation to Foreclosure in the Morgan's Cove Lawsuit and seek entry of a foreclosure judgment at an *ex parte* hearing or without requiring a hearing, (ii) file the Stipulation to Deficiency Judgment in the Morgan's Cove Lawsuit, the Hilden Road Nassau County Lawsuit, and the Hilden Road Flagler County Lawsuit pursuant to paragraph 6 above and seek entry of deficiency judgments at an *ex parte* hearing or without requiring a hearing, (iii) seek entry of an order appointing a receiver for the property that is secured by the Morgan's Cove Loan Documents and Obligors hereby stipulate to the appointment of a receiver, and (iv) further seek any and all relief to which it is entitled pursuant to the Loan Documents and/or this Agreement or may pursue any other remedy available in equity or at law, at its sole option. This paragraph does not act to waive any other rights or remedies that may exist pursuant to this Agreement, the Loan Documents or applicable Florida law.

20. Relationship of Lender to Obligors. The relationship between Lender and Obligors is that of creditor and debtor. Nothing in this Agreement shall be deemed to modify, alter or discharge the rights of Lender against any of the Obligors or the obligations of any of the Obligors to Lender except as specifically provided herein. Nothing contained in this Agreement will be deemed to create a partnership or joint venture between the Parties or between Lender and any other party, or to cause Lender to be liable or responsible in any way for the actions, liabilities, debts, or obligations of Obligors or any other party.

21. No Usurious Interest. In no event shall any amount paid to, by or on behalf of Obligors constitute or be deemed to constitute interest or payments in the nature of interest in excess of the maximum rate of interest allowed by applicable law, and in the event any such payment is paid by Obligors or received by Lender in excess of the usury limit, such excess sum shall be credited against other amounts due hereunder from Obligors to Lender, or if no other amounts are due, then said excess sum shall be returned.

22. Survival of Representations and Warranties. All statements contained in this Agreement by the Parties or in connection with the actions contemplated herein shall be deemed representations and warranties of and by said party and shall survive and remain in fully force and effect under all circumstances.

23. Assignment; Successors and Assigns. Lender may assign its interest in the Loan Documents and this Agreement. The Obligors may not assign their interest in or obligations under the Loan Documents or this Agreement without the prior written consent of Lender, which Lender may grant or withhold in its sole and absolute discretion. This Agreement shall be binding upon and inure to the benefit of Lender or the Obligors and, to the extent permitted herein, their respective successors and/or assignees. In the event of such assignment, the rights and privileges herein conferred upon Lender shall automatically extend to and be vested in the successor or assignee of Lender.

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24. Entire Agreement and Amendment. This Agreement contains the entire agreement between the Parties with respect to the matters discussed herein and supersedes all other prior written or verbal agreements concerning the subject matter hereof. However, except as amended hereby, the Loan Documents remain unchanged and in full force and effect and this Agreement shall not constitute a novation thereof. This Agreement may not be amended, modified, or changed in any respect except by an agreement in writing signed by the Parties. In the event a provision of the Loan Documents contradicts with a provision of this Agreement, this Agreement shall control.

25. Notices. Any notices or communications given in connection with this Agreement shall be by written notice delivered via federal express and either email or facsimile to the following parties, and shall be effective upon the earliest date and time at which counsel for Lender or Obligors receive said notice or communication.

As to DI-FL:

Gary Soles, Esq.
Jason Ward Johnson, Esq.
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
Post Office Box 2809
Orlando, FL 32802-2809
Tel: (407) 843-4600
Fax: (407) 843-4444
Email: gary.soles@lowndes-law.com
Email: jason.johnson@lowndes-law.com

As to Morgan's Cove
and Bartlett:

T. Geoffrey Heekin, Esq.
P.O. Box 477
Jacksonville, FL 32201
Tel: 904-355-7000
Fax: 904-355-0266
Email: gheekin@jax-law.com

As to Larsen:

Janet H. Thurston, Esq.
Cohen & Thurston, P.A.
1912 Hamilton St., #206,
Jacksonville, FL 32210
Tel: 904-388-6500
Fax: 904-387-4192
Email: cohenthurston@cs.com

26. Bankruptcy and Related Matters. Obligors shall not file a voluntary petition for bankruptcy under any chapter of the United States Bankruptcy Code, or any other proceeding to liquidate, reorganize or rehabilitate any of the Obligors under any state or other federal law or under any law of any foreign jurisdiction including but not limited to any assignment for the benefit of creditors law (collectively, an "Insolvency Proceeding"). In the event of a subsequent Insolvency Proceeding by, against or involving any of the Obligors, the Obligors shall not contest any claim or assertion by Lender that the Loan Documents are binding between Lender

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and Obligors, and that valuable consideration has been received by Obligors for same. Obligors agree that they shall not, under any circumstances, resist, hinder or delay Lender's enforcement of any rights and remedies it may have under this Agreement or under the Loan Documents, including, without limitation, (i) seeking in any state or federal court or any foreign tribunal an injunction or order which may stay or limit Lender's enforcement of such rights and remedies, (ii) taking any action, including, but not limited to, any corporate action which would effect any alteration or modification of Obligors' organizational documents without the obtaining of all required consents, which would violate the Loan Documents, so as to permit the filing of a voluntary bankruptcy petition (or the voluntary commencement of any other Insolvency Proceeding) in violation or contravention of this Agreement or the Loan Documents, and (iii) inducing, supporting or encouraging any third party to file an involuntary petition against any of the Obligors under the Bankruptcy Code or any other Insolvency Proceeding. If, for any reason, any of the Obligors becomes a debtor in a case under any chapter of the Bankruptcy Code, then the Obligors (including any of them that is a debtor in such a case) hereby agree as follows:

(a) Lender shall be entitled to receive immediate relief from the automatic stay provisions of the Bankruptcy Code following any bankruptcy petition which any of the Obligors may file, or which may be filed against any of the Obligors, and the Obligors shall not contest any motion for relief from the automatic stay which may be filed by Lender. Obligors hereby consent to any such termination or modification of the automatic stay as may be requested by Lender, and hereby expressly waive any and all rights, protections and benefits of the automatic stay or similar injunctive relief available under the Bankruptcy Code as against Lender. Obligors shall not seek a supplementary injunction under section 105 of the Bankruptcy Code, or take any other action, to seek to further stay or hinder Lender in the enforcement of its rights and remedies.

(b) Obligors acknowledge and agree that, for the duration that the automatic stay may remain in effect in any such bankruptcy case, the minimum that would constitute "adequate protection" for the interests of Lender must, at a minimum, include each of the following: (a) a cure of any and all prepetition monetary defaults under the Loan Documents or this Agreement within sixty (60) days from the commencement of the case; (b) the timely performance of all monetary obligations under the Loan Documents or this Agreement arising from and after the commencement of the case; and (c) the debtor in such case shall file, within ninety (90) days of the commencement of the case, a plan of reorganization which provides for treatment of Lender which is acceptable to Lender, or which leaves the interests of Lender unimpaired. Under no circumstances shall any of the Obligors seek any extension of such 90-day deadline pursuant to section 362(d)(3) of the Bankruptcy Code or any other statutory provision or equitable principle. Failure to provide adequate protection on such terms shall constitute a separate and distinct cause for the termination of the automatic stay as against Lender in any such bankruptcy case.

(c) Obligors shall not seek to modify, impair or limit the rights and remedies of Bank under sections 506(c) or 552(b) of the Bankruptcy Code or otherwise, and shall not seek to obtain credit or incur debt to be secured by a senior or equal lien on the Subject Properties pursuant to section 364(d) or otherwise.

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(d) Obligors shall not propose, support, encourage, induce, or vote in favor of any plan of reorganization which seeks to alter, modify, abridge, or eliminate, in any respect, any of the rights of Lender under the Loan Documents or this Agreement without the express written consent of Lender (which may be granted or withheld in Lender's sole and absolute discretion).

It is specifically intended and agreed that all of the foregoing provisions shall be binding upon a debtor and debtor-in-possession in any such future bankruptcy case (and upon each of the other signatories to this Agreement who may not be a debtor in such case). The Parties acknowledge the possibility that some or all of the foregoing provisions may not be enforceable as to, or binding upon, other creditors of the debtor (including any official committee of creditors that may be appointed), but fully intend and desire that the bankruptcy court respect the agreement of the Parties with respect to each and all of such provisions.

27. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any clause or provision of this Agreement is determined to be illegal, invalid or unenforceable under any present or future law by the final judgment of a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, to the extent that the intents and purposes of this Agreement can nonetheless be fulfilled in all material respects. It is the intention of the Parties that if any such provision is held to be illegal, invalid or unenforceable, there shall be added, in lieu thereof, a provision as similar in terms to such provision as is possible which shall be legal, valid and enforceable.

28. Counterparts and Execution by Facsimile or Email. This Agreement may be executed in counterparts, each of which shall be deemed an original document, but all of which shall constitute a single document. This Agreement may be executed and delivered via facsimile or email, with the executed original to be delivered within two (2) business days via FedEx or other overnight courier, but the failure to deliver the executed original of this Agreement shall not affect the validity thereof.

29. Governing Law and Venue. This Agreement shall be interpreted under the laws of the State of Florida regardless of the domicile of any party, and without regard to conflicts-of-law principles, and shall be deemed for such purposes to have been made, executed and performed in the State of Florida. Any action brought in connection with this Agreement shall be brought in the Circuit Court in any county where any of the Subject Properties are located.

30. No Third Party Beneficiaries. This Agreement is solely between the Parties and no person not a party to this Agreement shall have any rights or privileges hereunder.

31. Preparation of this Agreement. The Parties have contributed equally in the preparation of this Agreement, therefore, this Agreement shall not be construed more strongly against either party.

32. Counsel; Voluntary Agreement. Counsel for the Parties have reviewed and advised their clients with respect to the terms and conditions of this Agreement and the Parties' respective rights and remedies, or alternatively, the Parties have been provided with an adequate

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opportunity to have counsel review this Agreement. The Parties have thoroughly and carefully read this Agreement and the releases contained herein, and have entered into this Agreement freely and voluntarily, without duress or coercion of any kind, and as a well reasoned exercise of their respective business judgments.

33. Paragraph Headings. Paragraph or other headings contained in this Agreement are for reference purposes only and are not intended to affect in any way the meaning or interpretation of this Agreement.

34. Time of the Essence. Time is of the essence with respect to this Agreement and the exhibits attached hereto.

35. Waiver of Jury Trial. NEITHER LENDER NOR THE OBLIGORS, SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDINGS OR COUNTERCLAIM BASED UPON, OR ARISING OUT OF THE LOAN DOCUMENTS, THIS AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION HEREWITH, OR THE RELATIONSHIP BETWEEN LENDER AND OBLIGORS. FURTHERMORE, NEITHER LENDER NOR THE OBLIGORS SHALL SEEK TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

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SIGNATURES FOLLOW ON NEXT PAGE

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates written below.

DI - FL NO. 1, LLC,
a Texas limited liability company

By: David A. Knight
Name: David A. Knight
Title: Vice President
Date: 12-5-14

MORGAN'S COVE, LLC,
a Florida limited liability company

By: [Signature]
Name: Baron L. Bartlett
Title: Man Member
Date: 10/31/14

HILDEN ROAD, LLC,
a Florida limited liability company

By: [Signature]
Name: Baron L. Bartlett
Title: Man Member
Date: 10/31/14

[Signature]
BARON L. BARTLETT, an individual
Date: 10/31/14

[Signature]
PETER O. LARSEN, an individual
Date: 11-17-14

IN THE CIRCUIT COURT OF THE
SEVENTH JUDICIAL CIRCUIT IN AND FOR
ST. JOHNS COUNTY, FLORIDA

CASE NO.: CA-10-2747

DI - FL NO. 1, LLC, a Texas limited liability
company,

Plaintiff,

vs.

MORGAN'S COVE, LLC, a Florida limited
liability company; BARON L. BARTLETT, an
individual; BRAD GILBERT, an individual; and
PETER O. LARSEN, an individual,

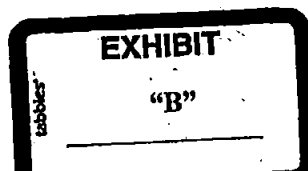
Defendants.

**DEFENDANTS', MORGAN'S COVE, LLC AND BARON L. BARTLETT,
STIPULATION TO ENTRY OF FORECLOSURE JUDGMENT**

Defendants, MORGAN'S COVE, LLC and BARON L. BARTLETT (together,
"Defendants"), by and through their undersigned attorneys, hereby file their Stipulation to Entry
of Foreclosure Judgment, and state as follows:

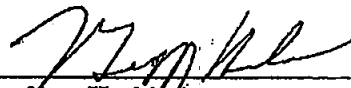
1. Defendants hereby irrevocably stipulate and consent to this Court's jurisdiction
over them and the granting of all relief sought in the Complaint filed in the instant case by
Plaintiff, DI - FL NO. 1, LLC, a Texas limited liability company ("DI - FL"), as same may be
further amended to foreclose other parties.

2. Defendants hereby irrevocably stipulate and consent to the entry, at an *ex parte*
hearing or without conducting a hearing, of a summary final judgment of foreclosure (the
"Foreclosure Judgment") in favor of DI - FL, or its assignee, in the form and amount sought by
DI - FL, or its assignee, including an award of attorneys' fees and costs.



3. Defendants hereby irrevocably waive all defenses and counterclaims and all objections to the entry of the Foreclosure Judgment stipulated to herein at an *ex parte* hearing or without conducting a hearing and the subsequent foreclosure sale related thereto (the "Foreclosure Sale").

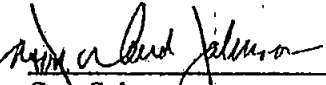
4. Defendants hereby irrevocably stipulate that they will not take any action that impedes the scheduling and completion of the Foreclosure Sale or the issuance of certificate of title following the Foreclosure Sale.



T. Geoffrey Heckin
Florida Bar No. 328448
Heekin Malin & Wenzel, P.A.
P.O. Box 1559
Jacksonville, FL 32201
Tel: 904-355-7000
Fax: 904-355-0266
gheekin@jax-law.com
lkipp@jax-law.com
egibson@jax-law.com
*Counsel for Defendant, Morgan's Cove, LLC and
Baron Bartlett*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via E-mail to the parties on the Service List below, at the respective parties' primary and secondary e-mail addresses (or to the e-mail address indicated in the records of the Florida Bar) and electronically filed with the Clerk of the Court using the E-Portal system; this 7 day of JANUARY, 2016


Gary Soles
Florida Bar No. 0614149
Jason W. Johnson
Florida Bar No. 00186538
Lowndes, Drosdick, Doster,
Kantor & Reed, P.A.
450 South Orange Avenue, Suite 200
Post Office Box 2809
Orlando, Florida 32802-2809
Tel: (407) 843-4600
Fax: (407) 843-4444
gary.soles@lowndes-law.com
jason.johnson@lowndes-law.com
lit.control@lowndes-law.com
anne.fisher@lowndes-law.com
deborah.meadows@lowndes-law.com
Counsel for Plaintiff, DI- FL-1, LLC

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Heekin Malin & Wenzel, P.A.
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Jacksonville, FL 32201
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Fax: 904-355-0266
gheekin@jax-law.com
lkippp@jax-law.com
egibson@jax-law.com
*Counsel for Defendant, Morgan's Cove, LLC and
Baron Bartlett*

Janet H. Thurston, Esq.
Cohen & Thurston, P.A.
1912 Hamilton St., #206,
Jacksonville, FL 32210
Tel: 904-388-6500
Fax: 904-387-4192
cohenthurston@cs.com
Counsel for Defendant, Peter O. Larsen

IN THE CIRCUIT COURT OF THE
SEVENTH JUDICIAL CIRCUIT IN AND FOR
ST. JOHNS COUNTY, FLORIDA

CASE NO.: CA-10-2747

DI – FL NO. 1, LLC, a Texas limited liability
company,

Plaintiff,

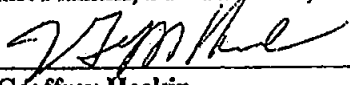
vs.

MORGAN'S COVE, LLC, a Florida limited
liability company; BARON L. BARTLETT, an
individual; BRAD GILBERT, an individual; and
PETER O. LARSEN, an individual,

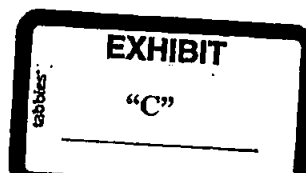
Defendants.

**DEFENDANTS', MORGAN'S COVE, LLC AND BARON L. BARTLETT,
WITHDRAWAL AND WAIVER OF AFFIRMATIVE DEFENSES AND
COUNTERCLAIMS WITH PREJUDICE**

Defendants, MORGAN'S COVE, LLC and BARON L. BARTLETT (together,
"Defendants"), by and through his undersigned attorneys, hereby withdraws and irrevocably
waives with prejudice all affirmative defenses, claims, and counterclaims that said Defendants
have raised or could have raised in this action against Plaintiff, DI – FL No. 1, LLC.

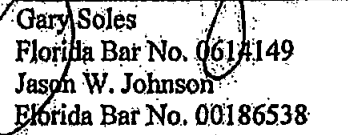


T. Geoffrey Heekin
Florida Bar No. 328448
Heekin Malin & Wenzel, P.A.
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Jacksonville, FL 32201
Tel: 904-355-7000
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gheekin@jax-law.com
lkipp@jax-law.com
egibson@jax-law.com
Counsel for Defendant, Morgan's Cove, LLC and
Baron Bartlett



CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via E-mail to the parties on the Service List below, at the respective parties' primary and secondary e-mail addresses (or to the e-mail address indicated in the records of the Florida Bar) and electronically filed with the Clerk of the Court using the E-Portal system, this 7th day of January, 2018.


Gary Soles
Florida Bar No. 0617149
Jason W. Johnson
Florida Bar No. 00186538
Lowndes, Drosdick, Doster,
Kantor & Reed, P.A.
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Orlando, Florida 32802-2809
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gary.soles@lowndes-law.com
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anne.fisher@lowndes-law.com
deborah.meadows@lowndes-law.com
Counsel for Plaintiff, DI- FL-1, LLC

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lkipp@jax-law.com
egibson@jax-law.com
*Counsel for Defendant, Morgan's Cove, LLC and
Baron Bartlett*

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cohenthurston@cs.com
Counsel for Defendant, Peter O. Larsen