

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: September 12, 2013

Contract/Lease Control #: C13-2065-BCC

Bid #: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: SHALIMAR VILLAGE, INC, MEIGS PROPERTIES LTD & OTHER PARTIES

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/22/2013

Term: INDEFINITE

Description of Contract/Lease: MEIGS TRUST SETTLEMENT AGREEMENT

Department: BCC

Department Monitor: CHAIRMAN

Monitor's Telephone #: 850-651-7105

Monitor's FAX # or E-mail: DAMUNDS@CO.OKALOOSA.FL.US

Date Closed: _____

cc: Finance Department Contracts & Grants Office

Jack Allen

From: Brenda L. Bailey [BBailey@clerkofcourts.cc]
Sent: Thursday, September 12, 2013 10:11 AM
To: Jack Allen
Cc: Ashley S. Endris
Subject: FW: Settlement agreement, Shalimar Annex reverter clause litigation
Attachments: Settlement agreement, Shalimar Annex reverter.pdf

Jack,

For the repository. Will you please forward us a label for the attached document?



Brenda L. Bailey
Contracts and Grants Manager
Okaloosa County Clerk of Circuit Court
Contracts and Grants
1804 Lewis Turner Blvd., Suite 206
Fort Walton Beach, FL 32547
Tel: (850) 651-7200 x 4381

From: Teresa Ward
Sent: Thursday, September 12, 2013 9:51 AM
To: Brenda L. Bailey; Jack Allen (jallen@co.okaloosa.fl.us); John Dowd (jrdowdsr@co.okaloosa.fl.us); epadgett@co.okaloosa.fl.us
Cc: Gary Stanford; Jodi Gates
Subject: Settlement agreement, Shalimar Annex reverter clause litigation

Attached you will find a copy of the recorded document. The original will be maintained in the BCC Records Department.

Teresa



Teresa Ward
Deputy Clerk to BCC
Okaloosa County Clerk of Circuit Court
BCC Finance Division
302 N. Wilson Street, Suite 203
Crestview, FL 32536
Tel: (850) 689-5000 x 3412

PLEASE NOTE: Florida has a very broad public records law. Email communications to or from Okaloosa County Clerk of Court employees are considered public records and are available to the public and media upon request. Your e-mail communications, including your email address, are subject to public disclosure. This email is intended for the addressee(s) indicated above only. If you have received this email in error, please delete it immediately.

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT,
IN AND FOR OKALOOSA COUNTY, FLORIDA

THE BOARD OF COUNTY
COMMISSIONERS OF OKALOOSA
COUNTY, FLORIDA,

Plaintiff,

CASE NO. 2010 CA 002401 S

v.

Instr # 2882010 BK 3116 PG 2119 Page 1 of 27
Recorded 09/12/2013 at 09:25 AM.
RECORDING: \$123.00 RECORDING ARTICLE V: \$108.00

SHALIMAR VILLAGE, INC., a dissolved
Florida Corporation; BANK OF AMERICA
CORPORATION, a Delaware Corporation,
successor in interest to Barnett Bank of
West Florida and Barnett Bank of Pensacola;
MEIGS PROPERTIES, LTD., a Florida Limited
Partnership; JAMES W. GRIMSLEY, in his capacity
as Successor Trustee under Item 8 of the Will
of Clifford H. Meigs in trust for and in benefit of
Clifford H. Meigs, Jr.; SYNOVUS TRUST COMPANY,
N.A., in its capacity as Successor Trustee of trusts
for and in benefit of Nancy Meigs House; and any
and all other unknown or unidentified persons
or entities claiming by or through any of
the above named persons or entities.

DEPUTY CLERK POUN
DON W. HOWARD CLERK OF COURTS OKALOOSA COUNTY FL

CONTRACT # C13-2065-BCC
SHALIMAR VILLAGE INC, MEIGS PROPERTIES LTD
& OTHER PARTIES
MEIGS TRUST SETTLEMENT AGREEMENT
EXPIRES: INDEFINITE

Defendants.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into this
22nd day of AUGUST, 2013, by and between **OKALOOSA COUNTY, FLORIDA**, a
political subdivision of the State of Florida (hereafter, the "County"), and **SHALIMAR
VILLAGE, INC.**, a dissolved Florida Corporation, **MEIGS PROPERTIES, LTD.**, a Florida
Limited Partnership, **JAMES W. GRIMSLEY**, in his capacity as Successor Trustee under Item
VIII of the Will of Clifford H. Meigs in trust for and in benefit of Clifford H. Meigs, Jr.,

SYNOVUS TRUST COMPANY, N.A., in its capacity as Successor Trustee of the Nancy Meigs House Trust established under the Will of Clifford H. Meigs, Sr., **SYNOVUS TRUST COMPANY, N.A.**, in its capacity as Successor Trustee under the Revocable Trust Agreement of Nancy Meigs House dated August 1, 1983, and **NANCY M. MARTENS** (f/k/a Nancy Meigs House), individually (collectively the "Meigs Heirs") (all parties to this Agreement shall collectively be referred to as the "Parties"). The parties do enter into this Agreement and agree as follows:

WITNESSTH

WHEREAS, the Meigs Heirs are the successors to certain rights and interests under a deed granted by Shalimar Village, Inc. to Okaloosa County, Florida and dated April 25, 1973 (the "Deed"), a copy of which is appended hereto as Attachment "A"; and

WHEREAS, the Deed conveyed certain property to the County for the purpose of construction of a permanent courthouse annex, a fire station and certain other purposes (the "Property"); and

WHEREAS, the Deed also included various conditions, which if not complied with, would result in the reversion of the Property to the Grantor or its successors; and

WHEREAS, the County and the Meigs Heirs have been involved in litigation in the above styled cause, relating to the respective rights of the Parties over the requirements of the Deed and the interpretation and application of the language of the Deed as to the reverter provisions (the "Litigation"); and

WHEREAS, there remain certain matters still pending in the Litigation relating to the determination of attorney's fees pursuant to the Court's Order Granting the Defendant's Motion

for Sanctions, In Part, entered on January 31, 2012; Defendants'/Counter Plaintiffs' Motion for Costs and Attorney's Fee served February 22, 2012; and the Plaintiff/Counter Defendant's Motion to Tax Costs served on February 27, 2012 (the "Pending Matters"); and

WHEREAS, the Parties seek to resolve all remaining issues in the Litigation and all remaining matters concerning the Deed and the application of the reverter provisions by the Meigs Heirs selling, conveying, releasing and/or relinquishing any and all rights or interests that they may have in the Property or under the Deed.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the sufficiency of which is acknowledged by all Parties to this Agreement, they agree as follows:

1. RECITALS: The above recitals are true and correct and incorporated herein as essential terms of this Agreement.
2. COUNTY'S OBLIGATIONS: The County shall pay to the Meigs Heirs the total sum of One Million Six Hundred Thousand Dollars, and no cents (\$1,600,000.00). Such amounts shall be paid in the following manner:
 - a. The amount shall be paid to the Meigs Heirs by the County in four (4) equal annual payments.
 - b. The initial payment of \$400,000.00 shall be paid within thirty (30) days of the approval of this Agreement by all the Parties and the Court.
 - c. The remaining three payments of Four Hundred Thousand Dollars (\$400,000.00) shall be paid by July 1st of each year thereafter until paid in full.
 - d. No interest shall accrue on the unpaid balance of this sum.

- e. All payments shall be made to the Mead Law Firm, 24 Walter Martin Road, N.E., Suite 201, Fort Walton Beach, Florida 32548, in a lump sum amount. The distribution of these lump sum amounts among the various Meigs Heirs shall solely be the responsibility of the Meigs Heirs and their respective counsel and the County shall have no responsibility or liability as to the appropriateness of the respective amounts due each Meig Heir.

3. MEIGS HEIRS OBLIGATIONS: In consideration of the foregoing, the Meigs Heirs shall convey to the County all rights and interests that they may have in the Property which is the subject of the Deed, including any reversionary rights and interest that they may possess, under the following terms:

- a. The conveyance of all rights and interests to the Property by the Meigs Heirs shall be by Warranty Claim Deed (the "Conveyance Deed") that is in substantially the form of the document appended hereto as Attachment "B".
- b. The executed Conveyance Deed shall be provided to the County within thirty (30) days of the approval of this Agreement by all the Parties and the Court.

4. JOINT OBLIGATIONS OF THE PARTIES: Upon approval and execution of this Agreement by all Parties, they shall jointly complete the following obligations:

- a. The Parties shall jointly submit the approved and executed Agreement and request the entry of an order by the Court approving the Agreement and ordering all parties to comply with its terms and provisions. The Parties will also request that the Court retain jurisdiction to enforce the terms and provisions of the Agreement.
- b. As part of the joint submittal to the Court, the Parties will each waive, release and

relinquish any claim that they have in the Litigation relating to the Pending Matters or any other claim or right that they may have from any other matter as a result of the Litigation.

c. The Parties shall be responsible for their own costs and attorney's fees in the Litigation and in the review, preparation and execution of this Agreement.

5. REPRESENTATIONS: The Meigs Heirs warrant and represent that they are the sole parties that have any interest in the Property, other than the County, and agree to indemnify and hold the County harmless against any claim made by any individual or entity that asserts any claim to a possessory interest or right in the Property.

6. BREACH: In the event of a breach of this Agreement, the non-breaching Party shall provide written notice of the breach to the other Party or Parties. Such Party or Parties shall have thirty (30) days from the date of the notice to cure the breach, to the extent that one has occurred. After the end of the cure period, if the alleged breach has not been cured, the non-breaching Party may institute an action to enforce the Agreement. In the event of a breach of this Agreement and the institution of proceedings to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs incurred in the enforcement action.


7. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement and understanding between the Parties with respect to the matters addressed herein and supersedes all negotiations, prior discussions, letters of intent and preliminary agreements.

8. AMENDMENT OF THIS AGREEMENT: This Agreement may not be amended except by written document executed by all Parties.

9. LAW OF FLORIDA AND VENUE: This Agreement shall be interpreted in accordance with the laws of the State of Florida. Venue for any legal proceedings arising out of this Agreement shall be in Okaloosa County, Florida.

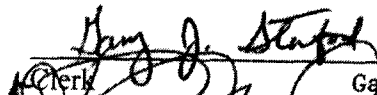
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date written above and agree to be bound by the terms and provisions of this Agreement.

OKALOOSA COUNTY, FLORIDA

By: 
Chairman Don R. Amunds

BCC approval on September 3, 2013

ATTEST:


Clerk Gary J. Stanford

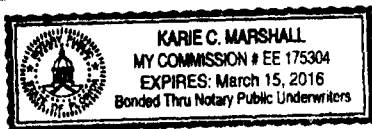

County Attorney John R. Dowd

**MEIGS PROPERTIES, LTD., a Florida
Limited Partnership**

By: Polly Voakum

State of Florida
County of Okaloosa

The foregoing instrument was acknowledged before me this 22nd day of August, 2013, by Polly Voakum as trustee for MEIGS PROPERTIES, LTD., a Florida Limited Partnership. He/she is personally known to me or has produced _____ as identification.



Karie C. Marshall
Notary Public

Karie C. Marshall

(Print, Type, or Stamp Commissioned Name)

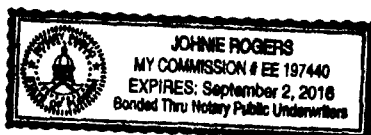
Commission No. _____

My Commission Expires: _____

[Signature]
**JAMES W. GRIMSLEY, in his capacity
as Successor Trustee under Item VIII of the
Will of Clifford H. Meigs in trust for and
in benefit of Clifford H. Meigs, Jr.**

State of Florida
County of Okaloosa

The foregoing instrument was acknowledged before me this 22 day of August, 2013, by JAMES W. GRIMSLEY, in his capacity as Successor Trustee under Item VIII of the Will of Clifford H. Meigs in trust for and in benefit of Clifford H. Meigs, Jr. He is personally known to me or has produced _____ as identification.



Johnie Rogers
Notary Public

Johnie Rogers

(Print, Type, or Stamp Commissioned Name)

Commission No. _____

My Commission Expires: _____

SYNOVUS TRUST COMPANY, N.A.,
in its capacity as Successor Trustee of the
Nancy Meigs House Trust established
under the Will of Clifford H. Meigs, Sr.

By: Roger L. Brown

State of ALABAMA
County of JEFFERSON

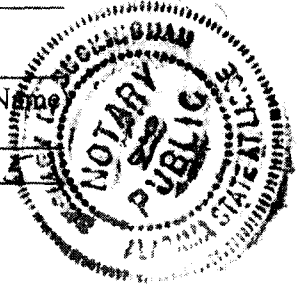
The foregoing instrument was acknowledged before me this 21st day of
AUGUST, 2013, by ROGER L. BROWN as SENIOR VICE PRESIDENT
for SYNOVUS TRUST COMPANY, N.A., in its capacity as Successor Trustee of the Nancy
Meigs House Trust established under the Will of Clifford H. Meigs, Sr.. He/she is personally
known to me or has produced DRIVERS LICENSE as identification.

Shelley M. Buckingham
Notary Public

Shelley M. Buckingham
(Print, Type, or Stamp Commissioned Name)

Commission No. _____

My Commission Expires: 6/21/15



SYNOVUS TRUST COMPANY, N.A.,
in its capacity as Successor Trustee
under the Revocable Trust Agreement of
Nancy Meigs House dated August 1, 1983

By: Roger L Brown

State of ALABAMA
County of JEFFERSON

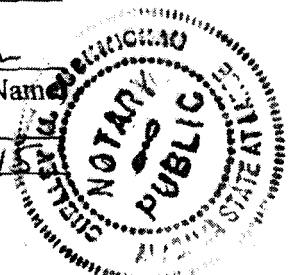
The foregoing instrument was acknowledged before me this 21st day of AUGUST, 2013, by ROGER L. BROWN as SENIOR VICE PRESIDENT for SYNOVUS TRUST COMPANY, N.A., in its capacity as Successor Trustee under the Revocable Trust Agreement of Nancy Meigs House dated August 1, 1983. He/she is personally known to me or has produced DRIVERS LICENSE as identification.

Shelley M. Buckingham
Notary Public

Shelley M. Buckingham
(Print, Type, or Stamp Commissioned Name)

Commission No. _____

My Commission Expires: 6/21/15



Nancy M. Martens
NANCY M. MARTENS,
f/k/a Nancy Meigs House, individually

State of Texas
County of Duval

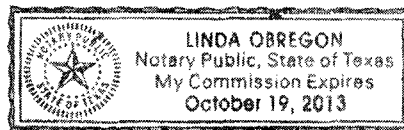
The foregoing instrument was acknowledged before me this 1 day of August, 2013, by NANCY M. MARTENS, f/k/a Nancy Meigs House, individually. She is personally known to me or has produced Texas Driver License as identification.

Linda Obregon
Notary Public

Linda Obregon
(Print, Type, or Stamp Commissioned Name)

Commission No. _____

My Commission Expires: Oct 19, 2013



THIS INSTRUMENT WAS PREPARED BY
C. RAYMOND VIGOR
OF BANK, LAW, TRUST, SAVINGS & CREDIT
200 BERRY AVENUE PENSACOLA, FLORIDA

DEED

STATE OF FLORIDA

COUNTY OF OKALOOSA

BOOK 686 pg 573

OFFICIAL RECORDS

KNOW ALL MEN BY THESE PRESENTS, that SHALIMAR VILLAGE, INC.,
being the same corporation formerly known as Shalimar Homes Corp.,
a Florida Corporation, for and in consideration of Ten and no/100
(\$10.00) Dollars and other good and valuable considerations to it
in hand paid, the receipt whereof is hereby acknowledged, and in
further consideration of the conditions hereinafter set forth,
does bargain, sell, convey, and grant unto the BOARD OF COUNTY
COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA, its successors and assigns,
forever, the following described real property situate, lying and
being in Okaloosa County, Florida to-wit:

Parcel No. 1

Begin at a G.L.O. monument marking the Northeast corner
of Section 6, Township 2 South, Range 23 West, Okaloosa
County, Florida; proceed South 1°16' West along the East
line of Section 6 for 761.0 feet to an iron rod and the
POINT OF BEGINNING; thence North 88°44' West for 475.0
feet to concrete monument; thence South 1°16' West for
460.0 feet to a concrete monument; thence South 88°44'
East for 438.37 feet to a concrete monument on the West
Right-of-Way line of State Road #85 (100 feet Right-of-
Way); thence North 15°32' East for 117.35 feet to a con-
crete monument; thence North 1°16' East for 368.56 feet
to the Point of Beginning.

Together with all and singular the tenements, hereditaments, and
appurtenances thereto belonging or in anywise appertaining; TO
HAVE AND TO HOLD the above land unto the grantee, its successors
and assigns in fee simple forever.

Shalimar Village, Inc., covenants and warrants that it has
full authority to execute this conveyance and that it will warrant
and defend the grantee, its successors and assigns, in the quiet and
peaceable possession and enjoyment of said property against all
persons or parties lawfully claiming any right, title, or interest
therein, or lien thereon, or any part thereof, by, through, or under
the grantor; and

BE IT FURTHER KNOWN BY THESE PRESENTS, that the BARNETT
BANK OF PENSACOLA, being the same corporation formerly known as
The First Bank & Trust Company of Pensacola, a Florida banking
corporation, for and in consideration of Ten and no/100 (\$10.00)

ATTACHMENT
"A"

BOX 656 BOX 574

OFFICIAL RECORDS

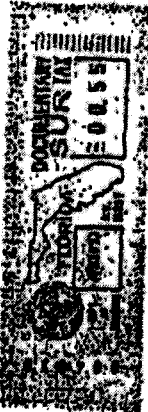
Dealers, and other good and valuable considerations to it in hand paid, the receipt whereof is hereby acknowledged, and in further equalization of the conditions hereinafter set forth, does bargain, sell, convey, and grant unto the BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA, its successors and assigns, forever, the following described real property situate, lying and being in Okaloosa County, Florida, to-wit:

Parcel No. 2

A parcel of land in the Northwest one-quarter of Section 5, Township 2 South, Range 23 West, Okaloosa County, Florida, bound on the East by State Road #85 and on the North by the South Right-of-Way line of Eleventh Avenue, said parcel containing that portion of Lots 1, 2, 3, 24, 25, 26, 27, and 28 lying West of State Road #85 in Block 120, Port Dixie Subdivision, as recorded in Plat Book 1, Page 64, of the public records of said County, and the vacated portions of the following streets and alleys: Second Street West of Highway #85 closed by Ordinance #50 dated May 7, 1954; 20 Alley South of Eleventh Avenue and West of Highway #85 closed by Ordinance #52 dated May 7, 1954; and Eleventh Avenue West of Highway #85 and Tenth Avenue West of Highway #85 closed by Ordinance #54 dated May 7, 1954; said parcel more particularly described as follows: Begin at a G.L.O. monument marking the Northeast corner of Section 6, Township 2 South, Range 23 West, Okaloosa County, Florida; proceed South 1°15' West along East line of Section 5 for 598.80 feet to a concrete monument and the POINT OF BEGINNING; thence along said line 530.76 feet to a concrete monument on the West Right-of-Way line of State Road #85 (100 feet Right-of-Way); thence in a Northeasterly direction along said Right-of-Way along a curve for 364.88 feet to an iron pin (said curve having a radius of 11,509.20 feet); thence North 88°44' West for 193.49 feet to the Point of Beginning. LESS AND EXCEPT a strip of land on the South portion of Lots 25-28 inclusive, Block 120, Port Dixie Subdivision, deeded to Okaloosa County Gas District for a regulating station as recorded in Deed Book 109, at Page 417 of the Official Records of Okaloosa County, Florida; and

Parcel No. 1

Begin at a G.L.O. monument marking the Northeast corner of Section 6, Township 2 South, Range 23 West, Okaloosa County, Florida; proceed South 1°15' West along East line of said Section 5 for 1,125.58 feet to a concrete monument; thence South 19°32' West for 117.35 feet to a concrete monument on the West Right-of-Way line of State Road #85 (100 feet Right-of-Way) and the POINT OF BEGINNING; thence continue along said Right-of-Way line along a curve (said curve having a radius of 11,509.20 feet) a distance of 66.03 feet; thence in a westerly direction along a curve a distance of 330.73 feet (said curve having a radius of 398.61 feet, L.O. of South 82°35' West); thence South 61°24' West for 82.86 feet; thence in a Southwesterly direction along a curve 187.78 feet (said curve having a radius of 357.05 feet); thence North 88°38' West 25.0 feet; thence North 1°22' East 250.0 feet; thence South 88°38' East for 245.0 feet; thence South 1°15' West for 59.39 feet; thence South 88°44' East for 438.37 feet to the point of beginning.



OFFICIAL RECORDS

...do hereby covenants and warrants that it will fully execute and execute this conveyance and that it will defend, protect and defend the grantees, its successors and assigns in the peace and perpetual possession and enjoyment of said property against all persons or parties lawfully claiming any right, title, interest, claim, or lien thereon, or any part thereof, by, through or under the said grantor only.

(1) The grantees shall accept and use the property described hereinabove solely for a permanent County Courthouse Annex facility, except that the grantees may, at its discretion, lease any unneeded portion of the said property as a site for the construction of a

(2)

BOX 666 BOX 578

OFFICIAL RECORDS

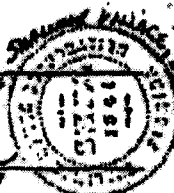
...the continued use
...No. 2 April 30
...the incorporation of
...the same corporation
...Shalimar Village, Inc., being the
...Shalimar Homes Corp., in pur-
...and legal action of its stockholders and Board of
...and executed these presents by causing its name to be
...its President and its corporate seal to be hereto affixed,
...its Secretary, this 25th day of April, 1973; and the
...Bank of Pensacola, being the same corporation for-
...known as The First Bank & Trust Company of Pensacola, in pur-
...and legal action of its stockholders and Board of
...and executed these presents by causing its name to be
...its Senior Vice President and its corporate seal to be
...affixed, attested by its Assistant Cashier, this 25th day
...of April, 1973.

Signed, sealed and delivered
in the presence of:

James A. Smith
J. L. Smith
As to Shalimar Village, Inc.

SHALIMAR VILLAGE, INC.,
being the same Corporation
formerly known as Shalimar
Homes Corp.

By James A. Smith
Its President
Attest: J. L. Smith
Its Secretary

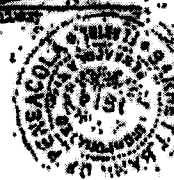


Signed, sealed and delivered
in the presence of:

James A. Smith
J. L. Smith
As to Bank of Pensacola

BANK OF PENSACOLA,
being the same Corporation formerly
known as The First Bank & Trust
Company of Pensacola

By James A. Smith
Its Senior Vice President
Attest: J. L. Smith
Its Assistant Cashier



BOOK 650 PAGE 577
OFFICIAL RECORDS

Before me, the undersigned notary public, personally appeared James P. Trax and Sara P. Trax, known to me and known to me to be the individuals described by said names in and who executed the foregoing instrument, and to be the President and Secretary respectively of Shalimar Village, Inc., a corporation, having the same corporation formerly known as Shalimar Homes Corp., and who acknowledged and declared that they as such officers of said corporation, and being duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it and as its act and deed.

Given under my hand and official seal this 25th day

of April, 1973.



Green I. Leonard
Notary Public
State of Florida at Large
My Commission Expires: 8-20-76

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned notary public, personally appeared W. F. Pace and Gene L. Williams, known to me and known to me to be the individuals described by said names who executed the foregoing instrument, and to be the Senior Vice President and Assistant Cashier respectively of Barnett Bank of Pensacola, being the same corporation formerly known as The First Bank & Trust Company of Florida, a Florida banking corporation, and who acknowledged and declared that they as such officers of said corporation, and being duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it and as its act and deed.

Given under my hand and official seal this 25th day of

of April, 1973.



Green I. Leonard
Notary Public
State of Florida at Large
My Commission Expires: 8-20-76

559206

THIS INSTRUMENT PREPARED BY:

Gregory T. Stewart
1500 Mahan Drive, Suite 200
Tallahassee, Florida 32308

WARRANTY DEED

This Warranty Deed, made this ____ day of _____, 2013 by and between Meigs Properties, LTD., a Florida Limited partnership; James W. Grimsley, in his capacity as Successor Trustee under Item VIII of the Will of Clifford H. Meigs in trust for and in benefit of Clifford H. Meigs, Jr.; Synovus Trust Company, N.A. in its capacity as Successor Trustee of the Nancy Meigs House Trust established under the Will of Clifford H. Meigs, Sr.; Synovus Trust Company, N.A. in its capacity as Successor Trustee under the Revocable Trust Agreement of Nancy Meigs House dated August 1, 1983 and Nancy M. Martens (f/k/a Nancy Meigs House) individually; **(collectively hereinafter called the "Grantors")**, and Okaloosa County, Florida, a political subdivision of the State of Florida, **(hereinafter called the "Grantee")**:

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

Witnesseth: That the **Grantors**, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the **Grantee**, all the **Grantors'** rights, titles and interests in that certain land situate in Okaloosa County, Florida, and more particularly described hereto as set forth in Exhibit "A" attached hereto and made a part of the Warranty Deed (the "Property") along with every privilege, estate, reversion, remainder and easement thereto belonging or in anywise appertaining to the Property as more completely described in, contained in or reserved through that certain Deed dated April 25, 1973 and recorded in the Public Records of Okaloosa County, Florida at OR Book 696, Pages 573 through 577 attached hereto as Exhibit "B", and made a part hereof.

Together, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining to the Property.

To have and to hold, the same in fee simple forever.

And the **Grantors** hereby covenant with said **Grantee** that the **Grantors** have good right and lawful authority to sell and convey their said rights, titles or interests in the above referenced Property, and hereby warrants the title to said Property and will defend the same against the lawful claims of all persons whomsoever;

In Witness Whereof, the said **Grantors** have signed and sealed these presents the day and year first above written.

[signature pages follow]

ATTACHMENT
"B"

**MEIGS PROPERTIES, LTD., a Florida
Limited Partnership**

By: _____

Printed Name

Witness Signature

Printed Name

Witness Signature

Printed Name

**STATE OF FLORIDA
COUNTY OF _____**

The foregoing instrument was acknowledged before me this _____ day of _____, by _____, who is personally known to me or has produced _____ as identification and who did/did not take an oath.

Notary Public

(Print, type, or stamp commissioned name of
Notary Public)

**JAMES W. GRIMSLEY, in his capacity
as Successor Trustee under Item VIII of the
Will of Clifford H. Meigs in trust for and
in benefit of Clifford H. Meigs, Jr.**

By: _____

Printed Name

Witness Signature

Printed Name

Witness Signature

Printed Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of
_____, by _____, who is personally known to
me or has produced _____ as identification and who
did/did not take an oath.

Notary Public

(Print, type, or stamp commissioned name of
Notary Public)

**SYNOVUS TRUST COMPANY, N.A.,
in its capacity as Successor Trustee of the
Nancy Meigs House Trust established
under the Will of Clifford H. Meigs, Sr.**

By: _____

Printed Name

Witness Signature

Printed Name

Witness Signature

Printed Name

**STATE OF FLORIDA
COUNTY OF _____**

The foregoing instrument was acknowledged before me this _____ day of _____, by _____, who is personally known to me or has produced _____ as identification and who did/did not take an oath.

Notary Public

(Print, type, or stamp commissioned name of
Notary Public)

**SYNOVUS TRUST COMPANY, N.A.,
in its capacity as Successor Trustee
under the Revocable Trust Agreement of
Nancy Meigs House dated August 1, 1983**

By: _____

Printed Name

Witness Signature

Printed Name

Witness Signature

Printed Name

**STATE OF FLORIDA
COUNTY OF _____**

The foregoing instrument was acknowledged before me this _____ day of _____, by _____, who is personally known to me or has produced _____ as identification and who did/did not take an oath.

Notary Public

(Print, type, or stamp commissioned name of
Notary Public)

NANCY M. MARTENS,
f/k/a Nancy Meigs House, individually

By: _____

Printed Name

Witness Signature

Printed Name

Witness Signature

Printed Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, by _____, who is personally known to me or has produced _____ as identification and who did/did not take an oath.

Notary Public

(Print, type, or stamp commissioned name of
Notary Public)

Parcel No. 1

Begin at a G.L.O. monument marking the Northeast corner of Section 6, Township 2 South, Range 23 West, Okaloosa County, Florida; proceed South $1^{\circ}16'$ West along the East line of Section 6 for 751.0 feet to an iron rod and the POINT OF BEGINNING; thence North $88^{\circ}44'$ West for 473.0 feet to a concrete monument; thence South $1^{\circ}26'$ West for 400.0 feet to a concrete monument; thence South $88^{\circ}44'$ East for 436.37 feet to a concrete monument on the West Right-of-Way line of State Road #85 (100 feet Right-of-Way); thence North $19^{\circ}32'$ East for 117.35 feet to a concrete monument; thence North $1^{\circ}16'$ East for 368.56 feet to the Point of Beginning.

Parcel No. 2

A parcel of land in the Northwest one-quarter of Section 5, Township 2 South, Range 23 West, Okaloosa County, Florida, bounded on the East by State Road #85 and on the North by the South Right-of-Way line of Eleventh Avenue, said parcel containing that portion of Lots 1, 2, 3, 24, 25, 26, 27, and 28 lying West of State Road #85 in Block 120, Fort Dixie Subdivision, as recorded in Plat Book 1, Page 64, of the public records of said County, and the vacated portions of the following streets and alleys: Second Street West of Highway #85 closed by Ordinance #50 dated May 7, 1954; 20 Alley South of Eleventh Avenue and West of Highway #85 closed by Ordinance #52 dated May 7, 1954; and Eleventh Avenue West of Highway #85 and South Avenue West of Highway #85 closed by Ordinance #54 dated May 7, 1954; said parcel more particularly described as follows: Begin at a G.L.O. monument marking the Northeast corner of Section 6, Township 2 South, Range 23 West, Okaloosa County, Florida; proceed South $1^{\circ}16'$ West along East line of Section 6 for 538.80 feet to a concrete monument and the POINT OF BEGINNING; thence along said line 530.76 feet to a concrete monument on the West Right-of-Way line of State Road #85 (100 feet Right-of-Way); thence in a Northeasterly direction along said Right-of-Way along a curve for 564.88 feet to an iron pin (said curve having a radius of 11,509.80 feet); thence North $88^{\circ}44'$ West for 193.49 feet to the Point of Beginning. LOTS AND RIGHT A strip of land on the South portion of Lots 25-28 inclusive, Block 120, Fort Dixie Subdivision, deeded to Okaloosa County Gas District for a regulating station as recorded in Deed Book 109, at Page 427 of the Official Records of Okaloosa County, Florida; and

Parcel No. 3

Begin at a G.L.O. monument marking the Northeast corner of Section 6, Township 2 South, Range 23 West, Okaloosa County, Florida; proceed South $1^{\circ}16'$ West along East line of said Section 6 for 1,123.58 feet to a concrete monument; thence South $19^{\circ}32'$ West for 117.35 feet to a concrete monument on the West Right-of-Way line of State Road #85 (100 feet Right-of-Way) and the POINT OF BEGINNING; thence continue along said Right-of-Way line along a curve (said curve having a radius of 11,509.80 feet) a distance of 55.03 feet; thence in a Westerly direction along a curve a distance of 330.75 feet (said curve having a radius of 396.61 feet, L.C. of South $82^{\circ}35'$ West); thence South $51^{\circ}14'$ West for 82.66 feet; thence in a Southwesterly direction along a curve 187.76 feet (said curve having a radius of 157.05 feet); thence North $88^{\circ}44'$ West 95.0 feet; thence North $1^{\circ}22'$ East 260.0 feet; thence South $88^{\circ}44'$ East for 645.0 feet; thence South $1^{\circ}16'$ West for 59.39 feet; thence South $88^{\circ}44'$ East for 436.37 feet to the point of beginning.

STATE OF FLORIDA
COUNTY OF OKALOOSA

THIS INSTRUMENT WAS PREPARED BY:
C. Roger Vines
OF BRUCE, LANE, DANIEL, GARNER & DAVIS
250 WEST AVENUE PENSACOLA, FLORIDA

BOOK 658 PAGE 573

OFFICIAL RECORDS

KNOW ALL MEN BY THESE PRESENTS, that SHALIMAR VILLAGE, INC., being the same corporation formerly known as Shalimar House Corp., a Florida Corporation, for and in consideration of Ten and no/100 (\$10.00) Dollars and other good and valuable considerations to it in hand paid, the receipt whereof is hereby acknowledged, and in further consideration of the conditions hereinafter set forth, does bargain, sell, convey, and grant unto the BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA, its successors and assigns, forever, the following described real property situate, lying and being in Okaloosa County, Florida to-wit:

Parcel No. 1

Begin at a Q.L.C. monument marking the Northeast corner of Section 6, Township 2 South, Range 23 West, Okaloosa County, Florida; proceed South 1°16' West along the East line of Section 6 for 751.0 feet to an iron rod and the POINT OF BEGINNING; thence North 88°44' West for 473.0 feet to concrete monument; thence South 1°16' West for 400.0 feet to a concrete monument; thence South 88°44' East for 438.37 feet to a concrete monument on the West Right-of-Way line of State Road 605 (100 feet Right-of-Way); thence North 19°32' East for 117.35 feet to a concrete monument; thence North 1°16' East for 368.56 feet to the Point of Beginning.

Together with all and singular the tenements, hereditaments, and appurtenances therunto belonging or in anywise appertaining; TO HAVE AND TO HOLD the above land unto the grantees, its successors and assigns in fee simple forever.

Shalimar Village, Inc., covenants and warrants that it has full authority to execute this conveyance and that it will warrant and defend the grantees, its successors and assigns, in the quiet and peaceable possession and enjoyment of said property against all persons or parties lawfully claiming any right, title, or interest therein, or lien thereon, or any part thereof, by, through, or under the grantor; and

BE IT FURTHER KNOWN BY THESE PRESENTS, that the BANKETT BANK OF PENSACOLA, being the same corporation formerly known as The First Bank & Trust Company of Pensacola, a Florida banking corporation, for and in consideration of Ten and no/100 (\$10.00)

EXHIBIT B

BOOK 686 PAGE 574

OFFICIAL RECORDS

Dollars, and other good and valuable considerations to it in hand paid, the receipt whereof is hereby acknowledged, and in further consideration of the conditions hereinafter set forth, does bargain, sell, convey, and grant unto the BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA, its successors and assigns, forever, the following described real property situate, lying and being in Okaloosa County, Florida, to-wit:

Parcel No. 2

A parcel of land in the Northwest one-quarter of Section 5, Township 2 South, Range 23 West, Okaloosa County, Florida, bound on the East by State Road #85 and on the North by the South Right-of-Way line of Eleventh Avenue, said parcel containing that portion of Lots 1, 2, 3, 24, 25, 26, 27, and 28 lying West of State Road #85 in Block 120, Fort Dixie Subdivision, as recorded in Plat Book 1, Page 64, of the public records of said County, and the vacated portions of the following streets and alleys: Second Street West of Highway #85 closed by Ordinance #50 dated May 7, 1954; 20 Alley South of Eleventh Avenue and West of Highway #85 closed by Ordinance #52 dated May 7, 1954; and Eleventh Avenue West of Highway #85 and Tenth Avenue West of Highway #85 closed by Ordinance #54 dated May 7, 1954; said parcel more particularly described as follows: Begin at a G.L.O. monument marking the Northeast corner of Section 6, Township 2 South, Range 23 West, Okaloosa County, Florida; proceed South 1°16' West along East line of Section 6 for 598.80 feet to a concrete monument and the POINT OF BEGINNING; thence along said line 530.76 feet to a concrete monument on the West Right-of-Way line of State Road #85 (100 feet Right-of-Way); thence in a Northeasterly direction along said Right-of-Way along a curve for 554.88 feet to an iron pin (said curve having a radius of 11,509.28 feet); thence North 88°44' West for 198.49 feet to the Point of Beginning, KNS AND KNOWIT a strip of land of the South portion of Lots 25-28 inclusive, Block 120, Fort Dixie Subdivision, deeded to Okaloosa County Gas District for a regulating station as recorded in Deed Book 109, at Page 417 of the Official Records of Okaloosa County, Florida; and

Parcel No. 3

Begin at a G.L.O. monument marking the Northeast corner of Section 5, Township 2 South, Range 23 West, Okaloosa County, Florida; proceed South 1°16' West along East line of said Section 6 for 1,129.55 feet to a concrete monument; thence South 19°32' West for 117.35 feet to a concrete monument on the West Right-of-Way line of State Road #85 (100 feet Right-of-Way) and the POINT OF BEGINNING; thence continue along said Right-of-Way line along a curve (said curve having a radius of 11,509.28 feet) a distance of 66.03 feet; thence in a Westerly direction along a curve a distance of 330.73 feet (said curve having a radius of 308.51 feet, I.C. of South 82°35' West); thence South 62°14' West for 82.06 feet; thence in a Southwesterly direction along a curve 157.78 feet (said curve having a radius of 357.05 feet); thence North 88°38' West 55.0 feet; thence North 1°22' East 250.0 feet; thence South 88°38' East for 245.0 feet; thence South 1°16' West for 59.39 feet; thence South 88°44' East for 438.57 feet to the point of beginning.

OFFICIAL RECORD

the convenience of all of the above parcels of land by both Southern Village, Inc. and Barnett Bank of Pensacola is subject to and is made, executed and delivered upon the express conditions hereinbelow set forth. If these said conditions, or any one of them be violated, or if the grantee shall fail to comply with any and all of these conditions, then and in that event title to each of the parcels of real property described above shall revert to, and automatically vest in the respective grantor of said parcels hereby, or in its successors and assigns. An instrument executed by grantors, or either of them, or their successors and assigns, and recorded among the public records of Okaloosa County, showing the violation of, or failure to comply with, any of these conditions shall be conclusive evidence of the reversion of the title to said property back to grantors, their successors and assigns. Such conditions which are expressly made a part of this conveyance are as follows:

Construction of a permanent Courthouse Annex Facility shall commence within 36 months from the date of this deed.

OFFICIAL RECORDS

4

NOTARY PUBLIC
STATE OF FLORIDA

I, the undersigned, do hereby certify that the foregoing instrument, to-wit: the instrument of the President and Directors of the Florida Bank & Trust Company, Inc., a corporation, known as the Florida Bank & Trust Company, Inc., and declared that they as such officers of said corporation, and being duly authorized by it, signed the said instrument and affixed the seal to and executed the said instrument for the purpose and to the effect and to the use of the said corporation.

Witness my hand and official seal this 25th day of August, 1936.
James J. Leland
Notary Public
State of Florida at Large
My Commission Expires: 8-26-36

NOTARY PUBLIC
STATE OF FLORIDA

Before me, the undersigned notary public, personally appeared M. E. Foss and Samuel Williams known to me and known to me to be the individuals described by said names who executed the foregoing instrument, and to be the Senior Vice President and Assistant Vice President respectively of Barnett Bank of Pensacola, being the same bank formerly known as The First Bank & Trust Company of Florida, a Florida banking corporation, and who acknowledged and signed their names and affixed their seal to and executed the said instrument for it and as its act and deed.

Witness my hand and official seal this 25th day of August, 1936.
James J. Leland
Notary Public
State of Florida at Large
My Commission Expires: 8-26-36



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