CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:	<u>September 12, 2013</u>	
Contract/Lease Control #: <u>C13-2065-BCC</u>		
Bid #:	<u>NA</u>	
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:	<u>BCC</u>	
Department Monitor:	CHAIRMAN	
Monitor's Telephone #:	850-651-7105	
Monitor's FAX # or E-mail:	DAMUNDS@CO.OKALOOSA.FL.US	
Date Closed:		

Finance Department Contracts & Grants Office

cc:

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 BCCOkaloosa 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.

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.

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

DEPUTY CLERK POUNN DON W. HOWARD CLERK IDECOURTS ICKALOOSA 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 22 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., Page 1 of 10

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:

- RECITALS: The above recitals are true and correct and incorporated herein as essential terms of this Agreement.
- 2. <u>COUNTY'S OBLIGATIONS</u>: 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. <u>JOINT OBLIGATIONS OF THE PARTIES</u>: 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. <u>REPRESENTATIONS</u>: 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. <u>AMENDMENT OF THIS AGREEMENT</u>: This Agreement may not be amended except by written document executed by all Parties.
- 9. <u>LAW OF FLORIDA AND VENUE</u>: 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

Chairman

Don R. Amunds

BCC approval on September 3, 2013

ATTEST:

Gary J. Stanford

County Attorney

John R. Dowd

MEIGS PROPERTIES, LTD., a Florid Limit <u>ed P</u> artnership	a
By: Polly Joakun	
State of Founda County of OKA 1008	d
<u></u>	s acknowledged before me this 22nd day of 100 kum as 1705+e day Limited Partnership. He/she is personally known to as identification.
KARIE C. MARSHALL MY COMMISSION # EE 175304 EXPIRES: March 15, 2016 Bonded Thru Notary Public Underwriters	Notary Public Karie C. Marshall
(a)	(Print, Type, or Stamp Commissioned Name) Commission No My Commission Expires:
JAMES W. GRIMSLEY, in his capacit as Successor Trustee under Item VIII of Will of Clifford H. Meigs in trust for an in benefit of Clifford H. Meigs, Jr.	of the
State of Florida County of Okaloosa	
August, 2013, by JAMES W. O	day of GRIMSLEY, in his capacity as Successor Trustee under as in trust for and in benefit of Clifford H. Meigs, Jr. He as identification.
JOHNIE PLOGERS MY COMMISSION # EE 197440 EXPIRES: September 2, 2018 Bonded Thru Notary Public Underwriters	Notary Public Johnie Rogers (Print, Type, or Stamp Commissioned Name) Commission No. My Commission Expires:
The state of the s	Page 7 of 10

Page 7 of 10

Nancy Meigs House Trust established under the Will of Clifford H. Meigs, Sr.	
By: Keen't Chown	
State of ALABAM A	
County of JEFFERSON	
The foregoing instrument was acknowle AUGUST, 2013, by ADGER L. BROWN	as <u>SENIOR VICE PRESCOENT</u>
for SYNOVUS TRUST COMPANY, N.A., in its ca	• •
Meigs House Trust established under the Will of Cl known to me or has produced	
-fle	llex M. Broke
Notary P	
	ley M. Krokinghan
Commiss	pe, or Stamp Commissioned Name
	mission Expires: (a) 21/13

SYNOVUS TRUST COMPANY, N.A., in its capacity as Successor Trustee of the

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 & Brown	
State of ALABAMA County of JEFFERSON	
The foregoing instrument was act for SYNOVUS TRUST COMPANY, N.A.,	ROWN as SENIOR VICE PRESIDENT in its capacity as Successor Trustee under the
	louse dated August 1, 1983. He/she is personally
known to me or has produced DeIVERS	ICENSE as identification.
-	Steller M. Buchist
<u>></u>	Shellen M. Buckincham
(P	rint, Type, or Stamp Commissioned Name
Co	ommission No.
M	y Commission Expires: 6/2//1521 9

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

State of Texas
County of Duces

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

Notary Public

(Print, Type, or Stamp Commissioned Name)

Commission No.

My Commission Expires: Oct 19,2013



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THE RELIGIOUS AND LABORIDE BALL

DEMO

C. Regay Viscon.
DF SCHOOL LANCE SAMES & CAMES
200 SANCH ANNULL PERSACULA, FLUMBA

STATE OF SKALOGEA

Max 696 ma 573

OFFICIAL RECORDS

HEOW ALL MEN BY THREE PRESENTS, that AMALINER VILLAGE, INC., being the same corporation formarily known as Shaliner komes Corp., a Floride Corporation, for and in-consideration of Ten and no/100 (\$10,00) Bollars and other good and valuable considerations to it in hand paid, the rescipt whereof is hereby scinovledged, and in further consideration of the conditions hereinafter set forth, does bargain, sell, convey, and grant unto the HOARD OF COUNTY GORMISSIONERS OF OKALOGGA COUNTY, FLORIDA, its supplements and assigns, forever, the following described real property situate, lying and being in Okalogga County, Florida to-wit:

Parcel Mo. 1

Begin at a 0.7.0. monument marking the Northeast carner of Section 6. Township 2 South, Runge 23 Mest, Okalooma County, Florida; proseed South 1°16' West slong the East line of Seation 6 for 761.0 Feet to an iron rod and the FOLKY OF BEGINNING; thence North 98°44' West for 475.0 feet to concrete monument; thence South 1°16' West for 460.0 feet to a concrete monument; thence South 68°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 18°32' East for 117.35 feet to a concrete monument; thence North 1°16' East for 368.36 feet to to the Faint of Deginning.

Together with all and singular the tenemous, hereditements, and appurtenences thereunto belonging or in anywise appertaining; TO HAVE AND TO HOLD the above land unto the grantes, its successors and assigns in fee simple forever.

Shalimar Village, lee,, coverants and warrants that it has full authority to execute this conveyance and that it will warrant and defend the grantes, its successors and assigns, in the quiet and passessis passession and anjoyment of said property against all persons or parties lawfully claiming any right, title, or interest therein, or lies thereon, or any part thereof, by, through, or under the granter; and

BE IN FORTHER REPORT BY THESE PRESENTS, that the BARRETY BANK OF PERSACOIA, being the same componition formerly known as the Pirst Bank & Erust Company of Pensacol?, a Florida banking Surpermition, for and in consideration of Ten and no/100 (\$10,00)

ATTACHENT

MER 656 MER 574

Dollars, and other good and valuable considerations to it in found peid, the restips whereof is hereby admostedged, and in further equalderation of the conditions berginafter set forth, does bergain, sell, convey, and great unto the tolky of course consummant OF CKALOGEA COURTY, FLORIDA, its successors and easigns, forever, the following described real property situate, lying and being in Okaleose County, Florida, to-wit;

Parcel No. 2

75 Jan 1 15

Parcel No. 2

A parsel of land to the Morthwest one-quarter of Section 5, Township 2 South, Range 23 West, Obeloose County, Florida, bound on the East by State Road #05 and on the Morth by the South Right-of-May line of Eleventh Avenue, said percel contenting that portion of lost 1, 2, 3, 24, 25, 26, 27, and 26 lying Vest of State Road #05 in Block 120, Port Dixis Subdivision, as recorded in Flat Book 1, Page 54, of the public records of said County, and the vecatet portions of the following streets and alleys: Second Street West of Highway #05 closed by Ordinance #50 dated May 7, 1954; 20 Alley South of Eleventh Avenus and West of Highway #05 closed by Ordinance #52 dated May 7, 1955; and Eleventh Avenus West of Highway #05 and Tenth Avenus West of Highway #05 and Tenth Avenus West of Highway #05 closed by Ordinance #53 dated May 7, 1955; and Eleventh Avenus West of Highway #05 and Tenth Avenus West of Highway #05 closed by Ordinance #53 dated May 7, 1955; and Eleventh Avenus West of Highway #05 and Tenth Avenus West of Highway #05 and Tenth Avenus West of Highway #05 and Tenth Avenus West of Highway #05 closed West, Jack May Theorem West of Highway #05 and Tenth Avenus West of Highway #05 closed West of Highway #105 closed West No. 1, 000 Feet Date Food #05 (100 feet Hight-of-May) have in a Contract womanness county #100 of State Road #05 (100 feet Hight-of-May) thense in the West Hight-of-May line of State Road #05 (100 feet Right-of-May); thense is a Bortheasterly direction along walk Right-of-May along a curve for 564.88 feet to an Iroo pin (eaid curve having a realise of 11,509,20 feet); thence Worth 85*** West for 193.49 feet to the Point of Beginning, Late Allo Eleventh West for 193.49 feet to the Point of Lote October County Que District for a regulating asstitut of Collabors County Que District for a regulating asstitut as recorded in Deed Book 109, at Page 417 of the Official Records

Percel No. 1

pegin at a 0.1.0. monument marking the Mortheast corner of Section 5. Township 2 South, Range 23 Yest, Okalocsa County, Flaridz; proceed South 1936 Must along East line of said Section 6 for 1,129,35 feet to a concrete monument; thence South 1932' West for 117.35 feet to a concrete monument on the West Right-of-Way line of State Rood #85 (100 feet light-of-Way) and the FORT OF EEGLECON; thence continue along said Right-of-Way line along a curve (said curve having a radius of 11,509.20 feet) a distance of 05.03 feet; thence in a Mesterly direction along a curve a distance of 330.73 feet (said curve having a radius of 350.51 feet, L.O. of South 82°38' West); thence South 61°14' West for 62.56 feet; thence in a Southeastarly direction along a curve 157.75 feet (said curve having a radius of 357.05 feet); thence North 50°38' West 95.0 feet; thence Morth 50°38' West 95.0 feet; thence Morth 50°38' West 95.0 feet; thence Morth 10°28' West for 59.39 feet; thence South 68°44' West for 85.0 feet; thence South 68°44' Bast for 438.37 feet to the point of beginning.





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both Military Wiliage, Inc. and Barnett Bank of Pensacola is subjeed to and is made, executed and delivered upon the express conditions bereinbelow set forth. If these said conditions, or any
oris of them be violated, or if the grantes shall fail to comply
filling and all of these conditions, then and in that event title
to each of the percels of real property described above shall revers
to said in the percels of real property described above shall revers
to said intensitieally vest in the respective granter of said percels
berein; of in its successors and assigns. An instrument executed
by gradiers, or either of them, or their successors and assigns,
and recorded among the public records of Okaloosa County, showing
the viblation of, or failure to comply with, any of these conditions
shall be conclusive evidence of the reversion of the title to maid
incomply back to granters, their successors and assigns. Such con-

(1) The grantee shall accept and use the property detorished transference solely for a permanent County Courthouse Annex fability, orthograph that the grantee may, at its discretion, lease any unnesded professor of the construction of a

131) Denstriction of a permands Courthouse Amer facility that the theory of the third the court of the state of the three transfer of the three transfer of the three transfer of the transfer

max 666 max 578 OFFICIAL RECORDS and lagral agains of the etoplosiders and Roard of deliber these presents by causing its name to be by life freelesses and its componete seal to be herete affired, by his Sundetary, this ______ day of appil, 1973; and the Mariest Bank of Pensecols, being the same corporation forpopul ga. The Pirst Bank & Trust Company of Pensacola, in porthe state and legal estion of its stookholders and Board of the has executed these precents by causing its name to be By Its Senior Pier President and its corporate seal to be difficult, attented by its Assistant Cashier, this 25 day

ock 650 me677

princed the service may substander it medicinates public personally on princed times. The sand date if the great times to me and show expectations are the properties in a service the recognize instrument and to be the President and service the recognize instrument and to be the President and service preciously of Shallman Village, Inc., a corporation, astrochim cases, himporporation formarily known as Shallman Homes torustion becomes also properties of the president and declared that they as such officers of the componential and being duly authorized by it, signed its they and affliced its seal to and executed the said instrument for the and the host that they are the instrument for the last the host and thed.

fildiven under my band and official seal this 25th day

Bolary of Stones

By Commission Expires: 8-25-06

Seath of Ptorida Courdy of Escandia

Before me, the undersigned notary public, personally appeared W. F. Pace and exceptationing known to me and known to me ito be the individuals described by said numes who executed the foreguing instrument, and to be the Scolar Vice President and Assistant Crimin respectively of Barnett Bank of Pensacola, being the same impossible formarly known as the First Bank & Trust Company of Separately & Florida banking corporation, and who acknowledged and indicated that they as such officers of said corporation, and being conjugate antiferror by it signed its case and affixed its seal to and except the said instrument for it and as its act and dead.

ation under my hand and official seal this 256 day of

Marie Shales & Lioned

Tithog a too wit . State or Plorice at Large Co llegge Tring

To Commission Sepires: 8-20-7/

588686

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 Thereof, the said Grantors have signed and sealed these presents the day and year first above written.

[signature pages follow]

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.

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

Notary Public

JAMES W. GRIMSLEY, in his capacity as Successor Trustee under Item VIII of t Will of Clifford H. Meigs in trust for and in benefit of Clifford H. Meigs, Jr.	he
Ву:	
Printed Name	
Witness Signature	
Printed Name	
Witness Signature	
Printed Name	
STATE OF FLORIDA COUNTY OF	
The foregoing instrument was acknown	wledged before me this day
, by	, who is personally known
me or has produced	as identification and w
did/did not take an oath.	
	Notary Public
	(Print, type, or stamp commissioned name 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.

Ву:	
Printed Name	
Witness Signature	
Printed Name	
Witness Signature	
Printed Name	
STATE OF FLORIDA COUNTY OF	
The foregoing instrument was ack	nowledged 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

Ву:	
Printed Name	
Witness Signature	
Printed Name	
Witness Signature	
Printed Name	
STATE OF FLORIDA COUNTY OF	
The foregoing instrument was ac	knowledged before me this day o
, 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 o

NANCY M. MARTENS, f/k/a Nancy Meigs House, individually	
Ву:	
Printed Name	
Witness Signature	,
Printed Name	
Witness Signature	
Printed Name	
STATE OF FLORIDA COUNTY OF	
	nowledged 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)

Percel No.

Regin at a G.L.O. monument marking the Morthesit corner of Sertice 6, Tomaship 3 South, Rhage 23 West, Okalossa County, Florida; precess South 1º16' Vest close the East line of Sertice 6 for 761.0 feet to an iron red and the PODE OF BECIMETRO; themse Morth 86'44' Meet for 475.0 feet to concrete monument; thence South 1º16' West for 480.0 feet to a concrete monument; thence South 86'44' Mart for 436,37 feet to a concrete monument on the West Mart for 436,37 feet to a concrete monument on the West Right-of-Way line of State Road \$65,100 feet Right-of-Way); thence Morth 19'32' Zant for 117,35 feet to a concrete homessay; thence Morth 10'16' East for 368,56 feet to the Point of Regimning.

Percei No. 2

parent of land in the Eurobness one-quarter of Section 5, Toroschip 2 South, Range 23 West, Okaloosa Sounty, Florida, bound on the Sant by State Road #55 and on the Morth by the South Right-of-Way line of Eleventh Avenue, and parcel containing that portion of lots 1, 2, 3, 24, 25, 27, and 26 lying West of State Road #55 in Ricek 120, Fort David Subdivision, as recorded in Flet Book 1, lags Ot, of the public records of said Compty, and the vacabed purkione of the following streets and alleys: Second Street West of Highest #55 closed by Ordinance #50 dated Ray 7, 1954; 20 Alley South of Eleventh Avenue and West of Highest #55 closed by Ordinance #50 dated Ray 7, 1954; 20 Alley South of Eleventh Avenue West of Highest #55 dated Ray 7, 1954; and Eleventh Avenue West of Highest #55 dated Ray 7, 1954; and Eleventh Avenue West of Highest #50 dated Ray 7, 1954; and Eleventh Avenue West of Highest #50 dated Ray 7, 1954; and Eleventh Avenue West of Highest #50 dated Ray 7, 1954; and Eleventh Avenue West of Highest #50 dated Ray 7, 1954; and Eleventh Avenue West of Highest #50 dated Ray 7, 1954; and Eleventh Avenue West of Highest House Bouth Avenue West of Highest House County, Florida; propeed South 1916' New along Bart Line of Section 6, Toroschip Elevanth 1916' New along Hart Line of Section 6 for 500.80 feet be a concrete monument on the West Right-of-May line of State Rasd #65 [100 feet Right-of-May]; themas along maid line 50.76 feet to a concrete homeson on the West Right-of-May line of State Rasd #65 [100 feet Right-of-May along a surve for 564.80 feet be an irrospin (said surve Revise a radius of 11,509,80 feet); themse Rooth Mortin Rooth West Right-of-May along a surve for 564.80 feet be an irrospin (said surve Revise a radius of 11,509,80 feet); themse Rooth Mortin Rooth Rooth Rooth Line, County & Date Line & South portion of Lots 19-80 inslands a Rooth Roo

Parcel No. 3

Begin 48 a G. L. O. nonment marking the Northeast corner of Section 6, Howality 2 South, Range 23 Vert, Okaloosa County, Fibrida; proseed South 1015 Nort along East line of said Section 6 for 1,125,55 feet to a soborate motivated the Nest Residence of the 127,35 feet to a soborate motivated the Nest Right-of-May line of National 185 (LO feet light-of-May) and the North of National 185 (LO feet light-of-May) and the North of National 185 (LO feet light-of-May) line along a surve (said corve having a making of 11,509,50 feet) a distance of 55,03 feet; thence in a Nestwelly direction along a surve (said corve having a making of 195,61 feet, L.C. of footh 68°55 Nest); thanks south 51°14 Vest for 52,65 feet, Masse in a Southnessterly direction along a surve 157,76 feet (paid curve having a radius of 157,05 feet); thence Marth 85°36' Wave 95,0 feet; thence Morth 1°22' mass 250,0 feet; thence South 1°24' has 1°25' have 250,0 feet; thence South 1°26' was for 59,35 feet; thence South 85°44' East for 436,37 feet to the point of beginning.

STATE OF THE PARTY OF THE PARTY

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2005, MISTROMENT WITH PREPARENT MY C. Rhugher Vinneria

DEED

OF SECON, LANCE, MARIE, GARRIES & DAVID 200 MARIE ANGEL PLESSORA, PLESSO

STATE OF SCALOGRA

SOR 656 ME573
OFFICIAL RECORDS

THOS ALL NEW BY THESE PRESENTS, that HEALTHCH VILLAGE, THE, build the same comparation formenly known as Shaliner house Corp., a Florida Comparation, for end in-consideration of Ten and mo/100 (\$10.00) Dollars and other good and valuable considerations to in in hand paid, the receipt absence is hereby asknowledged, and in further consideration of the souditions hereinsfers set forth, does hargain, sall, convey, and great moto the MOAND OF COUNTY CONSTRUCTOR, SECRETARIDATES OF CHALCOSE COUNTY, FLORIDA, its successors and assigns, forever, the following described real property situate, lying and being in Okaloose County, Florida to-mits

Percel No. 1

Begin at a Q.L.C. moment marking the Northeast corper of Sestion 6, Township 2 South, Range 23 West, Okalogea County, Floriday pressed South 1°25' West along the East line of Sestion 6 for 751.0 Feet to an iron rod and the PODRY OF MERINGIES; thence Morth 88°24' West for 475.0 Feet to concrete moment; thence South 1°36' Nest for 450.0 feet to a concrete moment; thence South 58°44' Rast for 436.37 feet to a concrete moments thence South 58°44' Rast for 436.37 feet to a concrete moments to the Vest Right-of-Way); thence Morth 10°32' Mart for 117.35 feet to a concrete moments; thence Morth 10°16' East for 368.56 feet to the Foint of Meginning.

Together with all and singular the tenegrams, bereditements, and appurtuaments thereinto belonging or in anywise appertuining; TO HAVE AND TO MOUSE the above land unto the grantes, its successors and assigns in few simple forever.

Shaliner Village, inc., coverents and servests that it has full authority to execute this conveyance and that is will serrous and defend the grantee, its successors and assigns, in the quiet and perceable possession and enjoyment of said property against all persons or parties langually claiming any right, title, or interest therein, or lies thereon, or any part thereof, by, through, or under the granter; and

HE IN PRESENCE KNOWN HE SHIRE MEXIMING, that the BARNETS BANK OF MERSACOIA, being the same comparation forward; mosen as the Piret Bank & Treet Company of Penaceoly, a Plorida banking componition, for and in consideration of ten and no/100 (\$10.00)

EXHIBIT B

MEK 626 MEZ 574

Dollars, and other good and valuable considerations to 15 in hand paid, the restips whereof is hereby admonthdayd, and in further equidiscration of the conditions hereins has forth, does bergain, sall, sower, and grant meto the files of court consistentian OF CELLOGIA COURT, MCRIDA, its subsessors and satisfie, forever, the following described real property situate, lying and being in Oktional County, Morrida, to-vit:

Papori No. 3

A parcel of land in the Morthwest one-quarter of Secular 5, Taigaining 2 South, Range 23 West, Okaleosa County, Florida, bound on the East by State Road #85 and on the North by the South Light-at-they like of Eleventh Average, said purcel containing that portion of love i, i, j, 24, 25, 26, 27, and 30 lying West of State Road #85 in Block 120, Port Diriu Subdivision, as recorded in Flat Book 1, lags 64, of the public records of said County, and the vasched portions of the following streets and milays: Second Street West of Mighany #85 alosed by Ordinance #50 dated my 7, 1954; 20 Alley South of Eleventh Avenue and West of Mighany #85 alosed by Ordinance #52 dated My 7, 1954; and Eleventh Avenue West of Mighany #85 alosed by Ordinance #52 dated My 7, 1954; said parcel more particularly described as follows; Begin at a O.L.O. monument marking the Morthwest corner of Section 6, Township & Mandy Mange 19 West, obsloose County, Floriday proceed South; 1916; West along East Line of Section 6 for 595.80 from the a conserve Homeson and the MORT OF MORTHON; there along maid line 30.76 frest to a concrete monument on the West Right-of-Way line of State Road #85 (100 feet Right-of-Way); thense in a Fortheasterly disputation along maid Right-of-Way along a curve for 56.86 feet to an irros pin (end curve having a radius of 11,709,28 feet); thense Morth 85 Might-of-Way along a curve for 56.86 feet to an irros pin (end curve having a radius of 11,709,28 feet); thense Morth 85.00 feet to the Point of Beginning, 1283 MB MIGHT a strip of land or West South portion of Loce 129.00 inclinate, Michael 120, Fort Linis Subdivision, deeded to Chalcona County One District for a regulating station as recorded in Beed Book 109, at Page 417 of the Official Recorded of Chalcona County, Floriday and

Percel No. 3

Begin at a G.L.O. monument marking the Northaget corner of Section 5, Younghip 2 South, Range 23 West, Okalogua County, Fibrida; proceed South 126' West along East line of suid Section 5 Cor 1,129,55 feet to a concrete monument; thence South 1932' West far 117,35 feet to a concrete monument on the Mark Eighther-May line of State Road #85 (ACO feet Righther-May) and the POINT OF BELLHIMO There continue along a said Righther-May Line along a curve (soid curve having a realise of \$1,209,50 feet)'s distance of \$6.03 feet; these is a messerily direction along a curve of \$50.51 feet, L.C. of South 82°58' West); thence South 62°58' West); thence in a fouring entering a realise of \$30.51 feet, L.C. of South 82°58' West); thence South 62°58' West for \$2.85 feet); thence in a fouring watering a realise of \$37.05 feet); thence forth 80°38' West 95.0 feet; thence Earth 1°22' Base 250.0 feet; thence South 1°16' West for \$5.39 feet; thence Botth 1°22' Base 250.0 feet; thence South 1°16' West for \$5.39 feet; thence Botth 1°26' West for \$5.39 feet; thence Botth 1°36' Feet



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efficiently built builts the skill granter only.

both suplimit tillage, The, and Remote hard of Pensasola is emplayed to and is made, accounted and delivered upon the expense accounted to made, accounted and delivered upon the expense accounted to made therein are forth. If these said conditions, or any not of these he violated, or if the grantes shall fail to comply talling and all of these conditions, then and in that event title to could all the percels pf real property described above shall revert to suff antended to the percels beginny in in the suspensers and assigns, and retorded among the public records of Okaloosa County, showing the violantics of, or failure to comply with, any of these conditions that it is appearant evidence of the reversion of the sixle to main important back to granters, their measurement and assigns. Such conditions the back to granters, their measurement and assigns. Such conditions the back to granters, their measurement this conveyance are as

(1) The grantes shall encept and use the property deteribed bridgishove solety for a gornaneen County Courthmens Amer Capillity, explicit than the grantes say, at the discretion, lease say unpersed builden double shid property as a site for the construction of a selection of a

(1) Construction of a parameter Courseons Annex Lucility

ly authorized by it, signed the was then Later the best this _2564 State of Florida at Large By Commission Exploses: 8-25 banking apparation, and she asknowledged and phothers of paid corporation, and being ten of Late of the positive the mount of the (5)