

IN THE CIRCUIT COURT OF
THE SECOND JUDICIAL CIRCUIT,
LEON COUNTY, FLORIDA

Steven R. Andrews,
Plaintiff,

vs.

Governor Rick Scott, Attorney General
Pam Bondi, Chief Financial Officer Jeff
Atwater, and Commissioner Adam Putnam,
as the Board of Trustees for the Internal
Improvement Trust Fund,
Defendants.

CASE NO. 2012 CA 859

FILED
CIRCUIT COURT
LEON COUNTY, FLORIDA

12 MAR 16 PM 4:05

COPY - not verified against original

Complaint for Declaratory Judgment

Plaintiff, Steven R. Andrews, files this Complaint seeking a declaratory judgment pursuant to section 86.011, Florida Statutes, and alleges:

Jurisdictional Allegations

1. This is an action for a declaratory judgment under Chapter 86, Florida Statutes.
2. Steven R. Andrews is an individual residing in Leon County, Florida.
3. The Board of Trustees for the Internal Improvement Trust Fund (the "Board") is a Florida government agency responsible for the disposition of state-owned property. The Board is comprised of the Florida Governor and Cabinet.
4. This Court has jurisdiction and venue is appropriate in Leon County because the Plaintiff resides in Leon County, the Board is located in Leon County, and the rights and privileges in controversy concern real property located in Leon County.
5. The amount in controversy exceeds \$15,000.

General Facts

The Property and the Right of First Refusal

6. Groves Property Limited and John Aurell, as Trustee of Mary Call Darby Collins Revocable Trust Under Agreement dated December 17, 1998, are the current owners of the real property and improvements located at 822 North Monroe Street in Tallahassee, Florida, and more particularly described in the attached Exhibit A (the Property").

7. The Property is located adjacent to The Grove Plantation near the Governor's Mansion. In 1985, former Governor LeRoy Collins and his wife Mary Call Darby Collins conveyed The Grove Plantation to the Board.

8. On March 1, 1985, Governor and Mrs. Collins, as part of the conveyance of The Grove Plantation, signed and delivered a Grant of Right of First Refusal to the Board regarding the Property. The Right of First Refusal was recorded at Official Records Book 1150, Page 1512 of the Public Records of Leon County, Florida, and is attached as **Exhibit B**.

9. Paragraph A on page one of the Right of First Refusal contains the following pertinent provisions:

9.1. "The right of first refusal will remain in effect until final discharge of the personal representative of the estate of the later of LeRoy Collins or Mary Call Collins to die";

9.2. The owners must give the Board "six months' written notice and opportunity to purchase the subject lot or lots at a price equal to that of the proposed sale"; and

9.3. If the Board has not purchased the Property at the same price as the third-part offer within six months of receiving notice, the Property may be sold free from the burden of the Right of First Refusal.

Termination of Right of First Refusal

10. Governor Collins died on March 12, 1991, and the Personal Representative of his Estate was discharged by court order.

11. Mrs. Collins died on November 29, 2009, and her Estate was probated under the summary administration provisions of the Florida Probate Court.

12. Personal Representatives are not appointed in summary administrations.

13. An Order of Summary Administration was entered in Mrs. Collins' probate case on December 9, 2011. The Order was recorded at Official Records Book 4317, Page 2061 of the Public Records of Leon County, Florida, and is attached as **Exhibit C**.

14. The words "final discharge of the personal representative of the estate" in the Right of First Refusal clearly reference the conclusion of probate proceedings for the last surviving spouse.

15. An Order of Summary Administration under section 735.206, Florida Statutes, concludes the probate proceedings in a summary administration in the same way that a final Order of Discharge, under section 733.901, concludes the proceedings in a formal administration.

16. The Board's Right of First Refusal terminated by its own terms on December 9, 2011, when the Court entered the Order of Discharge in Mrs. Collins' estate.

Andrews' Contract to Purchase Property

17. On October 18, 2011, Plaintiff Andrews agreed to purchase the Property from Grove Properties Limited, a partnership comprised of the heirs of Governor and Mrs. Collins. The Contract for Sale and Purchase, as amended, is attached as **Exhibit D**.

18. On December 15, 2011, the Secretary of State informed the Department of Environmental Protection (which performs various duties for the Board related to state lands) that it "has no interest in pursuing a purchase or lease of these properties in the future." The Secretary of State's December 15 letter is attached at **Exhibit E**.

19. On December 19, 2011, Groves Properties Limited notified the Board of the Andrews Contract and requested that they formally waive any rights under the Right of First Refusal. The December 19 letter is attached as **Exhibit F**.

20. Notwithstanding the Secretary of State's lack of interest in the Property, the Board will consider exercising the Right of First Refusal at its March 20, 2012 meeting.

21. Upon information and belief, the appropriation for the Board's potential purchase was introduced late in the 2012 legislative session, at the direction of Governor Rick Scott and his Chief of Staff, Steve McNamara.

22. Andrews has been ready, willing, and able to close on his contract to purchase the Property. The only obstacle to this closing is the uncertainty regarding the Board's rights under the Right of First Refusal.

23. The Board's recent agenda creates doubt whether (1) it will assert, or attempt to assert, any rights under the Right of First Refusal, and (2) whether the Board has any rights under the Right of First Refusal.

Count One – Declaratory Judgment

24. Andrews restates the allegations in paragraphs 1 through 22 and incorporates them into this Count 1.

25. Andrews is in doubt regarding the Board's rights, if any remain, under the Right of First Refusal.

26. There is a bona fide, actual, present, and practical need for a declaratory judgment.

27. There is a present ascertained set of facts, or a present controversy over those facts.

28. The privileges and rights of the parties are dependent on these facts and the law applicable to those facts.

29. Both Andrews and the Board have an actual, present, and adverse interest in the subject matter.

30. The adverse interests are all before the court.

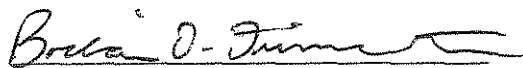
31. A declaratory judgment would not be mere legal advice. The parties cannot obtain relief in any other civil action.

Accordingly, Andrews asks the Court to enter a judgment providing the following relief:

- a. Finding that the Board's rights under the Right of First Refusal terminated on December 9, 2011, upon the entry of the Order of Summary Administration in the Estate of Mary Call Darby Collins;
- b. Ruling that the Board has no current rights under the Right of First Refusal;
- c. Ruling that the Property may be conveyed and encumbered free from any restrictions arising out of the Right of First Refusal; and
- d. Granting such other relief as the Court deems equitable.

Dated: March 16, 2012.

Respectfully submitted,


BRIAN O. FINNERTY
Fla. Bar No: 0094647

The Law Offices of
STEVEN R. ANDREWS, P.A.
822 North Monroe Street
Tallahassee, FL 32303
(850) 681-6416 * Fax: (850) 681-6984

Exhibit "A"

LEGAL DESCRIPTION

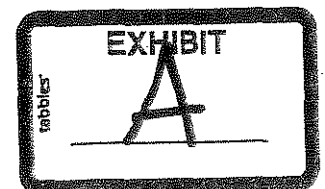
Parcel 1:

SITUATE IN THE SOUTHEAST QUARTER OF SECTION TWENTY-FIVE (25), IN TOWNSHIP ONE NORTH, RANGE ONE WEST, BEGINNING AT A POINT THREE HUNDRED AND THIRTY-SIX (336) FEET NORTH OF THE NORTHWEST INTERSECTION OF MONROE STREET AND FIRST AVENUE, AS PER PLAT OF LONG GROVE ADDITION TO THE CITY OF TALLAHASSEE, OF RECORD IN BOOK BB, PAGE 592, IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LEON COUNTY, THENCE NORTH ONE HUNDRED (100) FEET, THEN WEST ONE HUNDRED AND FIFTY (150) FEET, THEN SOUTH ONE HUNDRED (100) FEET, THEN EAST ONE HUNDRED AND FIFTY (150) FEET TO THE PLACE OF BEGINNING.

Parcel 2:

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 1 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF THE GROVE PROPERTY, SAID POINT BEING 1,262 FEET NORTH AND 455 FEET EAST FROM THE NORTHEAST CORNER OF LOT 257 OF NORTH ADDITION TO THE CITY OF TALLAHASSEE, AS PER PLAT RECORDED IN PLAT BOOK 1, PAGE 11, PUBLIC RECORDS OF LEON COUNTY, FLORIDA, RUN THENCE NORTH 89 DEGREES 53 MINUTES 34 SECONDS EAST 700 FEET ALONG THE NORTH BOUNDARY LINE OF THE GROVE PROPERTY (SOUTH BOUNDARY LINE OF THIRD AVENUE) TO THE WEST BOUNDARY LINE OF THE OLD RIGHT-OF-WAY OF MONROE STREET AS SHOWN ON THE PLAT OF LONG GROVE SUBDIVISION AS RECORDED IN DEED BOOK "BB", PAGE 592, PUBLIC RECORDS OF LEON COUNTY FLORIDA, THENCE SOUTH 00 DEGREES 06 MINUTES 26 SECONDS EAST ALONG SAID OLD WEST RIGHT-OF-WAY BOUNDARY LINE 504 FEET, THENCE RUN SOUTH 89 DEGREES 53 MINUTES 34 SECONDS WEST 12.08 FEET TO THE EXISTING WESTERLY RIGHT-OF-WAY BOUNDARY OF MONROE STREET (STATE ROAD NO. 63) TO THE POINT OF BEGINNING, THENCE CONTINUE SOUTH 89 DEGREES 53 MINUTES 34 SECONDS WEST A DISTANCE OF 150 FEET, THENCE SOUTH 00 DEGREES 06 MINUTES 26 SECONDS EAST 112.0 FEET, THENCE NORTH 89 DEGREES 53 MINUTES 34 SECONDS EAST A DISTANCE OF 150 FEET TO THE EXISTING WESTERLY RIGHT-OF-WAY BOUNDARY OF MONROE STREET (STATE ROAD NO. 63), THENCE RUN NORTH 00 DEGREES 06 MINUTES 26 SECONDS WEST ALONG SAID WESTERLY RIGHT-OF-WAY BOUNDARY A DISTANCE OF 112.0 FEET TO THE POINT OF BEGINNING.



GRANT OF RIGHT OF FIRST REFUSAL TO PURCHASE
AND
IMPOSITION OF RESTRICTIVE COVENANTS

OR 1150PG1512

THIS INDENTURE, Executed the 1st day of March, 1985, By LeROY COLLINS and MARY CALL DARBY COLLINS (hereinafter "the Collinses"), husband and wife of Tallahassee, Leon County, Florida,

WITNESSETH:

The Collinses are the owners of three lots (hereinafter "the lots") fronting from south to north, respectively, 112, 100 and 68 feet, on the west side of Monroe Street in Tallahassee, Leon County, Florida, collectively described as follows, to-wit:

Commence at the Northwest corner of the intersection of Monroe Street and First Avenue and run thence north 224 feet; thence West 6.1 feet to the Point of Beginning, which is marked by a concrete monument at the back line of the sidewalk; thence run North 280 feet along the back line of the sidewalk; thence West 142.5 feet; thence South 280 feet; thence East 144.7 feet to the Point of Beginning, containing .9235 acres, more or less.

RECORDED IN THE PUBLIC
RECORDS OF LEON COUNTY, FLA.
MAR 1 10 59 AM 1985
PAUL L. HANCOCK, CLERK OF CIRCUIT COURT

706352

The Collinses are also the owners of contiguous improved lands known as the Grove, situate and lying on the west side of the above-described property and the Collinses, for valuable considerations, shortly will sell and convey the Grove to the State of Florida, Trustees of the Internal Improvement Trust Fund (hereinafter "the Trustees"). As a part of the consideration of the Agreement for the sale and purchase of the Grove, the Collinses do hereby grant to the Trustees the right of first refusal to purchase the lots and, further, do impose restrictive covenants on the lots above described, as follows:

A. First Refusal. The Collinses hereby grant to the Trustees the right of first refusal to purchase each of the three lots more particularly described above. The right of first refusal will remain in effect until final discharge of the personal representative of the estate of the later of LeRoy Collins or Mary Call Collins to die. The right of first refusal consists of the following: Prior to any proposed sale of any of such lots, or any part thereof, during that period, the owner or owners of each lot shall give the Trustees, through the Division of State Lands, six months' written notice and opportunity to purchase the subject lot or lots at a price equal to that of the proposed sale. If within said six months' time the Trustees have not purchased for said equal sum, the lot or lots may be sold free of the burden of the aforementioned right of first refusal. It is understood that the foregoing shall not impede the gift of any such property to descendants of the present owners, but in such event such child or descendants shall themselves be bound to such a first refusal under the same terms and conditions, and for the same period of time.

This Indenture was read by
ROBERT M. STUBBS
Ervin, Varn, Jacobs, Odom & Kitchen
Attorneys at Law
305 South Calhoun Street
Tallahassee, Florida 32304



B. Restrictive Covenants.

1. On the rear (west) property line of the Monroe Street lots the Trustees, or their lessees (of the Grove), may, at their expense, erect and maintain a barrier, fence or other continuous screening material, not more than eight feet in height. Said barrier and screening material shall not encroach onto the lots more than one foot from the west boundary line of the lots.

2. Use of the Monroe Street lots shall be consistent with that permitted by zoning and similar laws and regulations lawfully applicable thereto.

These restrictive covenants shall run with the land and are perpetual in duration.

IN WITNESS WHEREOF, the Collinses have hereunto set their hands and seals, the day and year first above written.

Signed, sealed and delivered in the presence of:

Robert M. Quinn

LeRoy Collins (Seal)
LEROY COLLINS

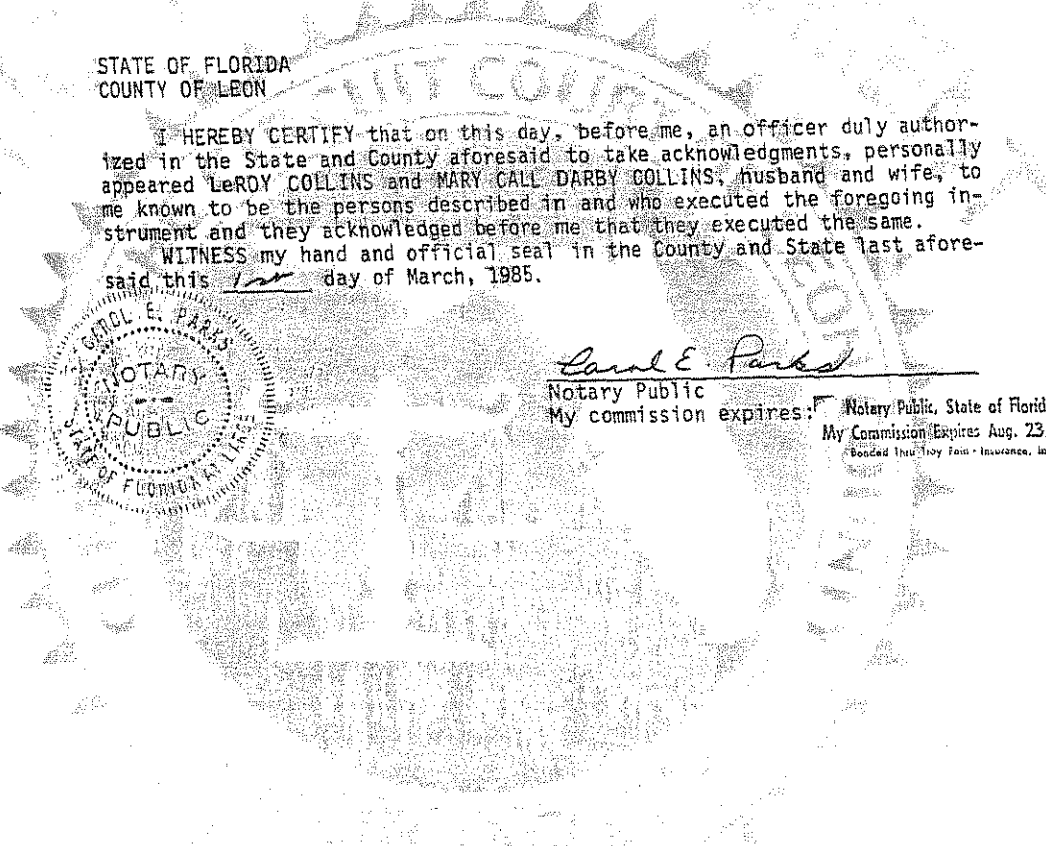
Carol E. Parks

Mary Call Darby Collins (Seal)
MARY CALL DARBY COLLINS

STATE OF FLORIDA
COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared LeROY COLLINS and MARY CALL DARBY COLLINS, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid, this 1st day of March, 1985.



Carol E. Parks

Notary Public
My commission expires: Notary Public, State of Florida
My Commission Expires Aug. 23, 1988
Bonded thru Troy Farm Insurance, Inc.

IN THE CIRCUIT COURT FOR
LEON COUNTY, FLORIDA
PROBATE DIVISION

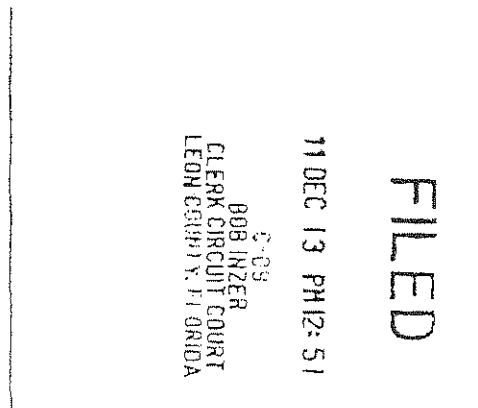
IN RE: ESTATE OF

File No.

11CP814

MARY CALL DARBY COLLINS,

Deceased.



ORDER OF SUMMARY ADMINISTRATION

On the Petition of JOHN AURELL for summary administration of the estate of MARY CALL DARBY COLLINS, deceased, the court finding that the decedent died on November 29, 2009; that all interested persons have been served proper notice of the petition and hearing or have waived notice thereof; that the material allegations of the petition are true; that the will dated December 17, 1998, and first codicil dated December 20, 2001, have been admitted to probate by order of this court as and for the last will and first codicil of the decedent; and that the decedent's estate qualifies for summary administration and an Order of Summary Administration should be entered, it is

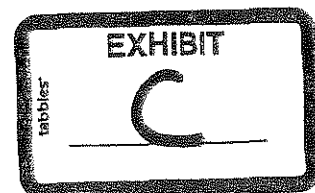
ADJUDGED that:

1. There be distribution of the following assets of the decedent as follows:

100% of real property located in Leon County, Florida and more particularly described as:

"SITUATE IN THE SOUTHEAST QUARTER OF SECTION TWENTY-FIVE (25), IN TOWNSHIP ONE NORTH, RANGE ONE WEST, BEGINNING AT A POINT THREE HUNDRED AND THIRTY-SIX (336) FEET NORTH OF THE NORTHWEST INTERSECTION OF MONROE STREET AND FIRST AVENUE, AS PER PLAT OF LONG GROVE ADDITION TO THE CITY OF TALLAHASSEE, OF RECORD IN BOOK BB, PAGE 592, IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LEON COUNTY, THENCE NORTH ONE HUNDRED (100) FEET, THEN WEST ONE HUNDRED AND FIFTY (150) FEET, THEN SOUTH ONE HUNDRED (100) FEET, THEN EAST ONE HUNDRED AND FIFTY (150) FEET TO THE PLACE OF BEGINNING"

to John Aurell, Trustee of the Mary Call Darby Collins Trust U/A/D 12/17/98



2. Those to whom specified parts of the decedent's estate are assigned by this order shall be entitled to receive and collect the same, and to maintain actions to enforce the right.

3. Debtors of the decedent, those holding property of the decedent, and those with whom securities or other property of decedent are registered, are authorized and empowered to comply with this order by paying, delivering, or transferring to those specified above the parts of the decedent's estate assigned to them by this order, and the persons so paying, delivering, or transferring shall not be accountable to anyone else for the property.

Ordered this 9th day of December, 2011.



CIRCUIT JUDGE


Conformed copies to:

Aaron R. Holloway, Attorney
h:\arh\probate\collins\order of summary administration.doc

A Certified Copy
Attest.

Bob Inzer

Clerk Circuit Court
Leon County, Florida

By: 
12-15-11



DEPOSIT RECEIPT AND CONTRACT FOR SALE AND PURCHASE

PARTIES: GROVE PROPERTIES LIMITED, hereinafter called "SELLER", and STEVEN R. ANDREWS (or his assigns), hereinafter called "BUYER", hereby agree that the SELLER shall sell and the BUYER shall buy the following property upon the terms and conditions hereinafter set forth.

BACKGROUND RECITAL

The Property covered by this Contract is currently occupied by BUYER as a tenant at will on a triple net basis. BUYER formerly occupied the premises pursuant to a written lease which expired and terminated. BUYER and SELLER have agreed that SELLER will sell, and BUYER will purchase the Property pursuant to the terms and provisions hereinafter set forth.

1. LEGAL DESCRIPTION of property (the "Property" herein): **The lot and building at 822 North Monroe Street in Tallahassee, Florida, being a parcel with dimensions of 112 feet by 150 feet, bearing Tax Identification Number 2125204250000, and the paved lot adjacent thereto having dimensions of 100 feet by 150 feet, bearing Tax Identification Number 2125204200000.**

2. PERSONAL PROPERTY INCLUDED IN PURCHASE PRICE: All fixed equipment and fixtures owned by SELLER and located in or upon the building on the Property.

3. METHOD OF PAYMENT:

- a. Binder deposit in the amount of \$20,000.00 to be held in escrow by Ausley & McMullen Law Firm. BUYER consents to Ausley & McMullen acting as escrow agent notwithstanding that it is SELLER's counsel in the transaction. \$ 20,000.00
- b. Approximate balance to close (excluding BUYER's expenses and subject to prorations) \$592,500.00

MONIES DUE AT CLOSING SHALL BE TENDERED IN CERTIFIED FUNDS

TOTAL PURCHASE PRICE \$612,500.00

4. DATE OF CONTRACT: The date of this contract shall be the date when the last party has executed this contract.

5. CLOSING DATE: This contract shall be closed and the deed delivered on or before December 31, 2011, unless extended by other provisions of this contract. The smaller parcel of the Property is or will be the subject of a summary probate proceeding for the purpose of causing title to be transferred from the Estate of Mary Call Darby Collins to the SELLER, and SELLER shall have the right to extend the Closing Date to January 31, 2012, if title to such parcel has not been transferred out of the probate estate by December 20, 2011. Possession of the Property shall be delivered to BUYER at closing.

6. EVIDENCE OF TITLE: SELLER shall order for delivery to BUYER a title binder (to be followed by title insurance), agreeing to issue to BUYER upon recording of the conveyance hereafter mentioned an owner's title insurance policy in the amount of the purchase price. The policy shall insure the title to the Property, subject only to ad valorem taxes for 2011, and the rights of parties in possession. If a defect in title is discovered, SELLER shall have thirty (30) days



from receipt of notice of said defect within which to clear same at SELLER's expense. If any such title defect cannot be cured, or if SELLER elects not to cure the defect, BUYER shall have the option of accepting the title as is or receiving a refund of deposit.

7. DOCUMENTS: Title to the Property shall be conveyed by SPECIAL WARRANTY DEED. SELLER shall furnish to BUYER a SELLER's affidavit that SELLER has not engaged any contractors, subcontractors, materialmen, or laborers to furnish work, material, or services on the Property.
8. LIMITATIONS: BUYER agrees to take title to the property subject to taxes for current and subsequent years, and to zoning and other governmental restrictions, and public utility easements, provided that none of the same shall prohibit or preclude the Property from being used as an office housing BUYER's legal practice.
9. "AS IS" TRANSACTION: SELLER will deliver the Property to BUYER in its "as is" condition, and BUYER will accept the Property in its "as is" condition. SELLER gives no warranty of fitness, condition, or any other kind whatsoever concerning the Property, except for SELLER's warranty of title to the Property.
10. RISK OF LOSS: The risk of loss or damage to the premises by fire or otherwise is assumed by SELLER until closing of this transaction. If premises are damaged in excess of three (3) percent of contract price, BUYER shall have the option to void this contract. If the premises are damaged less than 3% of contract price, SELLER shall restore premises within sixty (60) days to original condition as of the date of the contract and proceed to closing.
11. PRORATIONS: Taxes for the current year and rent shall be prorated as of date of closing. BUYER shall be deemed the owner of the Property on date of closing. If information as to current year's taxes is not available at the time of closing, taxes shall be prorated on the basis of the prior year's gross taxes with regard to applicable exemptions, provided the proration shall be adjusted at the request of either party when the tax bill for the year of closing becomes available. All prorations shall be adjusted to the cash due at closing.

12. EXPENSES:

BUYER SHALL PAY FOR THE FOLLOWING:

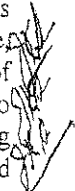
BUYER's attorney's fees
Survey, if any
Recording Deed

SELLER SHALL PAY FOR THE FOLLOWING:

SELLER's attorney's fees
Owner's Title Insurance plus title certificate cost
Documentary stamps on deed
Preparation of deed, lien affidavit, and settlement statement
Settlement fee

13. APPRAISAL: BUYER shall select and order an appraisal by a State Licensed or State Certified Appraiser to be ordered within 10 days from the date of contract and obtained by not later than November 20, 2011. ~~by date of closing, whichever occurs first.~~ If appraisal sets forth the appraised value of less than purchase price, BUYER shall: 1. Have the option of proceeding with consummation of the contract without regard to the amount of the appraised valuation; or 2. Void contract if BUYER and SELLER cannot come to a mutually agreeable sales price by providing SELLER with written notice of cancellation along with proof of under

valuation within 3 days from receipt of appraisal at which time BUYER shall receive a refund of all deposits. If BUYER does not order the appraisal by the 10th day following the Date of Contract, this provision shall be deemed waived by BUYER.

14. FINANCING: This Agreement is conditioned upon BUYER's ability to obtain a mortgage loan at prevailing market rates and terms, which will be secured by the Property. BUYER covenants to apply for such loan and receive loan approval on or before 30 days from the date of BUYER's execution of this Agreement, to notify SELLER of such application and loan approval, and to pursue the application diligently. BUYER shall provide SELLER with written evidence of loan approval on or before 30 days from the date of SELLER's acceptance of this Agreement. Upon receipt of evidence of loan approval by SELLER, the financing contingency shall no longer apply. In the event the loan is disapproved and evidence of such disapproval is provided to SELLER within said 30 day period, then this Agreement shall terminate. Upon termination, Escrow Agent shall return the Deposit to BUYER, and all further rights, obligations, and liabilities created hereunder shall be deemed terminated and of no further force and effect.
15. DUE DILIGENCE: BUYER may terminate this Contract for any reason whatsoever for a period of 30 days following the Date of Contract ~~Effective Date~~ ("Inspection Period"). If BUYER fails to perform due diligence, including all inspections and financing inquiries, or deliver timely written notice within 30 days from the Date of Contract ~~Effective Date~~, BUYER will be deemed to have waived all rights to do so and shall proceed to closing ~~agrees to accept the Property in its current condition~~. If BUYER terminates this Contract by providing written notice during the Inspection Period, BUYER will immediately receive a full refund of all Deposits paid hereunder. 
16. FAILURE OF PERFORMANCE: If BUYER defaults under this contract, the deposit paid by BUYER shall be retained by or for the account of SELLER as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon BUYER and SELLER shall be relieved of all obligations under Contract. If, for any reason other than failure of SELLER to make SELLER's title marketable, SELLER fails, neglects or refuses to perform this Contract, the BUYER may seek specific performance or elect to receive the return of BUYER's deposit without thereby waiving any action for damages resulting from SELLER's breach.
17. ATTORNEY FEES AND COSTS: In connection with any litigation, including appeals, arising out of this contract, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney fees.
18. LEASES: The parties acknowledge and confirm that there are no written leases concerning or affecting the Property, but BUYER is currently a tenant at will of the Property on a month-to-month basis.
19. REALTOR OR BROKER: SELLER and BUYER respectively warrant and confirm to each other that there is no Realtor or broker involved in this transaction.
20. RADON is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon or Radon testing may be obtained from the Leon County Public Health unit.
21. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

22. SOLE AGREEMENT: SELLER and BUYER do hereby certify that this Contract constitutes the sole and entire agreement between the parties hereto.

23. NOTICES. Notices or mailings concerning this transaction should be sent to BUYER at 822 North Monroe Street, Tallahassee, Florida 32303; and to SELLER at P. O. Box 13505, Tallahassee, Florida 32317.

24. ASSIGNMENT. BUYER may freely assign this Contract, but any such assignment shall be made in writing, and BUYER shall promptly deliver to SELLER a copy of the assignment instrument. The assignment shall include assignment of the binder deposit delivered by BUYER to the Escrow Agent.

Executed by BUYER on 10/18/11, 2011.

10/18/2011 SRA

~~STEVEN ANDREWS~~

Executed by SELLER on 10/18/11, 2011.

GROVE PROPERTIES LIMITED

By: *[Signature]*
JOHN K. AURELL
As Its General Partner

By signature below the Escrow Agent acknowledges receipt of BUYER's binder deposit of \$20,000.00. It shall be held in escrow pending disbursement according to terms hereof.

Personal check for

AUSLEY & McMULLEN LAW FIRM

BY: *[Signature]*
H. PALMER PROCTOR, ESQ.



FLORIDA DEPARTMENT OF STATE

RICK SCOTT
Governor

KURT S. BROWNING
Secretary of State

December 15, 2011

RECEIVED

DEC 21 2011

Clay Smallwood
Director
Division of State Lands
Florida Department of Environmental Protection
3900 Commonwealth Boulevard
Tallahassee, Florida 32399

Dept. of Env. Protection
Div. of State Lands

Dear Mr. Smallwood:

On January 22, 1985 the Governor and Cabinet, sitting as the Board of Trustees of the Internal Improvement Trust Fund, approved the Purchase Agreement between the Board of Trustees and LeRoy and Mary Call Collins for the purchase of approximately 10.35 acres in Tallahassee known as The Grove, including lease of the property to the Florida Department of State's Division of Archives, History and Records Management. Although the Purchase Agreement did not include three lots owned by the Collins' on North Monroe Street and adjacent to The Grove, it did grant the Trustees a right of first refusal on those lots.

Grove Properties Limited, as successor owner of the adjacent properties, has entered into a contract to sell these properties to an interested party and is seeking a waiver from the Board of Trustees of the right of first refusal. In prior correspondence, Grove Properties offered to sell or lease the properties to the Department of State. Please be advised that the Department of State has declined this offer and has no interest in pursuing a purchase or lease of these properties in the future.

Thank you in advance for your assistance in this regard. Please feel free to contact me if you have any questions or should you require additional information.

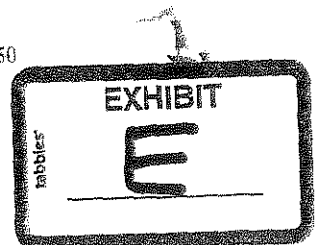
Sincerely,

Kurt S. Browning
Secretary of State

KSB/rfb

pc: John K. Aurell, Grove Properties Limited

R. A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399-0250
Telephone: (850) 245-6500 • Facsimile: (850) 245-6125 www.dos.state.fl.us
Commemorating 500 years of Florida history www.fl500.com



GROVE PROPERTIES LIMITED
P. O. Box 13505
Tallahassee, FL 32317
850-556-8001 • johnaurell@me.com

December 19, 2011

Trustees of the Internal Improvement
Trust Fund
The Capital
Tallahassee, FL

2011 DEC 21 AM 9:35
MAIL ROOM

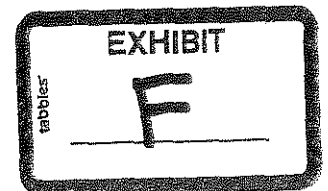
Re: Request for Waiver of Right of First Refusal

Dear Governor Scott and Trustees:

Grove Properties Limited is a family limited partnership, the limited partners of which are the children of former Governor and Mrs LeRoy Collins. In 1985, in conjunction with the conveyance of The Grove to the State of Florida, the Collinses granted to the Trustees a right of first refusal to purchase certain property on Monroe Street, Tallahassee adjacent to The Grove.

Both orally and in writing on June 8, 2011, Grove Properties Limited, as successor owner of the property, offered to sell or lease the property to the State, and by email dated July 7, 2011, Deputy Secretary of State JuDee Dawkins responded that "I wanted to indicate to you in writing that the Department of State will not be pursuing purchase or lease of the Monroe Street properties that include the Andrews law firm and the two adjacent parking lots." Based on that advice and notice, Grove Properties Limited has entered into a contract to sell all of such property, except the northern 67 feet thereof, to Steven Andrews, the principal of the Andrews law firm, for \$580,000.

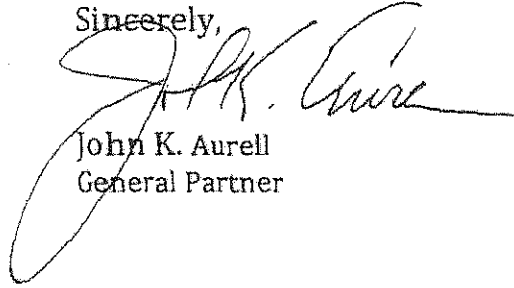
In order that Grove Properties Limited can give clear title to Mr. Andrews, we will appreciate the Trustees providing a waiver



of the right of first refusal, which is technically in the name of the Trustees and not the Department of State.

We would like to close the transaction with Mr. Andrews as quickly as possible, and will appreciate your assistance in that regard.

Sincerely,

A handwritten signature in black ink, appearing to read "J.K. Aurell". The signature is fluid and cursive, with a large loop at the end of the last name.

John K. Aurell
General Partner