

**IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT
IN AND FOR LEON COUNTY, FLORIDA**

Steven R. Andrews,

Plaintiff,

vs.

CASE No.: 2012 CA 859

Judge John Cooper

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, et al

Defendants.

Board of Trustees of the Internal
Improvement Trust Fund of the
State of Florida,

CASE No. 2012 CA 3416

Plaintiff,

v.

Grove Properties Limited, a Florida
Limited Partnership and John K. Aurell,
as general partner of Grove Properties Limited,

Defendants.

**Motion for Partial Summary Judgment for Breach of Implied
Covenants of Good Faith Dealing**

The Board of Trustees of the Internal Improvement Trust Fund, (“the Board”) moves pursuant to Rule 1.560, Fl. R. Civ. Pr. for partial summary judgment as to count II in its complaint on the grounds that (i) Grove Properties Ltd. and John Aurell (“Defendants”) breached their implied duty of good faith and fair dealing with the Board before they signed the October 18, 2011 contract to sell the properties to Steve Andrews; (ii) Defendants breached their implied duty of good faith and fair dealing with the Board after they signed the October 18, 2011 contract to sell the properties to Steve Andrews; (iii) GPL does not own all of the properties it has contracted to sell to Steve Andrews; and (iv) any title that Defendants transferred to Steve

Andrews by that October 18, 2011 contract is unenforceable due to Defendants' breaches of implied duties of good faith and fair dealings.

Introduction and Background

An overly simplified core issue in these now consolidated cases is who is entitled in these circumstances of the Board's Right of First Refusal ("ROFR") to buy "the Properties" at 822 North Monroe Street from Grove Properties Ltd. The Board's complaint against Defendants pleads alternate theories for declaratory and other relief for an answer to that question. Count I seeks declaratory and other relief based on breach of contract and Count II seeks declaratory and other relief for breach of implied duty of good faith dealings. The breach of contract issues in Count I are addressed in the November 13, 2012 motion for summary judgment by Defendants and in the Board's December 21, 2012 motion for partial summary judgment, as was corrected on December 26, 2012.¹

For reasons other than the reasons presented in the Board's December, 2012 prior motions for partial summary judgment, the Board submits there are no disputed issues of material fact and the Board is entitled to summary judgment as a matter of law at Count II.

UNDISPUTED MATERIAL FACTS²

1. On March 1, 1985, LeRoy Collins and his wife, Mary Call Darby Collins ("Collinses") conveyed certain contiguous improved lands, "the Grove", to the Board. (Exhibit A).

¹ The Board's partial summary judgment motion is not directed to Mr. Andrews because the thrust of its motion is the Defendants' conduct and because Andrew's second amended complaint against the Board is not at issue.

² This statement of undisputed facts and exhibits are essentially as were stated in the Board's December, 2012, motion for partial summary judgment. Unless expressly stated to the contrary, the exhibit references in this motion are to the same exhibits that were attached to the Board's prior motion. Those exhibits are not attached to this motion.

2. The 1985 Contract included a grant of ROFR to the Board on the properties at issue in this litigation. The right was expressly stated in the executed purchase agreement and was later memorialized and recorded. It provides:

As part of the consideration for this agreement, the Seller hereby grants to the Trustees the right of first refusal to purchase each of the three lots (from south to north), fronting respectively 112, 100, and 68 feet on North Monroe Street.

**** descriptive text omitted ****

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 such lots, or any part thereof, during that period, the owner or owners of each lot shall give the Trustees, through the DSL, **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.

("The 1985 Contract") (Exhibit B).

3. The ROFR was signed by the Collinses, persons in privity with GPL and Mr. Aurell. The ROFR was also recorded in OR Book 1150, at Page 1512 of the Public Records of Leon County, Florida. Exhibit A.

4. At all times, including August 30, 2011, GPL and Mr. Aurell as agents for the Collinses, had at least constructive knowledge of the ROFR. On that date they accepted an offer from Steven Andrews to purchase the Properties. Exhibit C. Defendants did not so notice the Board.

5. On or about September 4, 2011, GPL and Mr. Aurell had at least constructive knowledge of the ROFR. On or about that date, they amended the agreement for sale of the Properties, offering to sell the Properties for “\$695,000 rather than the \$700,000 figure “Exhibit D.” Defendants did not so notice the Board.

6. On or about September 8, 2011, GPL and Aurell and Andrews received a Commitment for Title Insurance which notified all of them that the Board held a ROFR on the properties. On or about September 29, 2011, Defendants and Mr. Andrews with actual knowledge of the ROFR, accepted Andrews’ renewed offer which modified the Property’s purchase price to \$612,500. Exhibit E. Defendants did not so notice the Board.

7. On or about October 18, 2011, Defendants, with actual knowledge of the ROFR, entered into a formal written contract obligating them to sell the Properties for \$612,500. Exhibit F. Defendants did not so notice the Board.

8. On or about November 15, 2011, Defendants and Andrews, with actual knowledge of the ROFR, amended the October 18, 2011 purchase contract for the Property (“Purchase Contract”), lowering the purchase price to \$580,000. Defendants did not so notice the Board.

9. There were a series of proposed prices and the proposed selling price dropped in the fall of 2011. Aurell transcript page 89. The initial and the amended Purchase Contracts, while contingent on other matters, were not made contingent on the Board’s ROFR.

10. The last amended Purchase Contract contract at page 3, section 21 stated “time is of the essence” and was to expire on December 31, 2011 but did not mention the six months prior notice requirement in the ROFR.

11. On November 29, 2011, Mr. Aurell, with actual notice of the Board's ROFR, filed for, and obtained, a December 9, 2011, order of summary administration by which the property was distributed to him as trustee. Composite Exhibit G. Mr. Aurell did not serve copy of his petition on the Board.

12. The negotiations and transactions at # 4 - # 11 above were accomplished by John Aurell as the general partner for GPL and personal representative of the estate of Mary Call Darby Collins.

13. On March 2, 2012, with actual notice of the Board's ROFR, Mr. Aurell filed a petition "in an abundance of caution" to reopen the Estate and for Formal Administration with the expressed intention and purpose to "ensure that the right of first refusal is terminated and that (he as trustee) has title to the real property free of and from the right of first refusal ... so as to remove the cloud on the trustee's title to the real property." (Exhibit J) Mr. Aurell did not serve copy of the petition on the Board.

14. On March 16, 2012 Andrews filed a lawsuit seeking to invalidate the Board's ROFR so as to enforce his contract with GPL and Andrews. His initial and amended complaints were dismissed. His second amended complaint is the subject of five motions to dismiss.

15. On March 20, 2012, the Board met at a publicly noticed Cabinet meeting and voted to exercise its ROFR.

16. On March 21, 2012, Mr. Aurell petitioned for and received another probate order administering the Mary Call Darby Collins estate. (Exhibit K)

17. On March 23, 2012, the Board exercised its right under the ROFR, when the Division of State Lands hand delivered to Defendants, and to the Ausley & McMullen law firm, as escrow agent for the sale of the Property, a letter informing of the Board's decision to exercise

its ROFR, acceptance of the offer to purchase the Property for \$580,000 and a \$20,000 earnest money deposit (the “Acceptance” and together with the ROFR, the “Agreement”). Exhibit L.

18. By letter dated March 26, 2012, Aurell acknowledged receipt of the Acceptance, the Agreement, and a \$20,000 deposit. Exhibit M.

19. On June 11, 2012, the Division of State Lands hand delivered a letter informing of the Board’s execution of the right of first refusal, the Agreement, and a \$20,000 earnest money deposit to Defendants and the Ausley & McMullen law firm. Exhibit N.

20. On June 18, 2012, the Division of State Lands tendered to the Ausley & McMullen law firm a letter informing that the Board was ready, willing and able to close on the property together with the remainder of the purchase price (\$560,000) and closing documents. Exhibit O.

21. On June 12 and 19, 2012, Defendants, through counsel, again repudiated the Board’s right to exercise under the ROFR and Board’s Acceptance of the option to purchase the Property. Exhibits P and Q.

22. GPL and Aurell’s November 13, 2012 Motion for Summary Judgment at para. 4 states the “Trustees were given notice of the proposed sale on November 21, 2011.” Andrews’ 2nd amended complaint at para. 61 alleges that “On December 19, 2011, GPL notified the BOT of the Andrews’ contract and requested that they formally waive any rights under the Right of First Refusal.”

23. November 21, 2011, was nearly three months after August 30, 2011, when Defendants accepted the initial offer from Steve Andrews to purchase the Properties and renegotiated the purchase contract with Andrews on September 4, 2011. November 21, 2011, is more than a month after Defendants’ October 18, 2011 purchase contract with Andrews.

24. November 21, 2011, was nearly three months after September 8, 2011 when Defendants and Andrews received actual notice of the Board's ROFR.

25. Defendants and Andrews had actual knowledge of the Board's ROFR when they signed the October 18, 2011 purchase contract.

26. Mr. Aurell testified that he was not aware of the ROFR until September 8, 2011, when he and Andrews received the Commitment for Title Insurance from Palmer Procter. Transcript page 95 and bates exhibit # 0060.

27. Mr. Aurell testified that "I understand the difference between the Department of State and the Board of Trustees" and that "they are not the same." Transcript page 95

28. Defendants do not own all of the properties they have contracted to sell to Steve Andrews. Exhibit R, attached.

29. John Aurell participated as a personal representative in the Estate of LeRoy Collins, Second Judicial Circuit case #91 -10 -DR and accomplished his discharge in that case by motion for and May 14, 1993, order of discharge. See January 7, 2013, request to take judicial notice.

Arguments

Defendants breached their implied covenants of good faith and fair dealing with the Board.

The implied covenant of good faith and fair dealing is a part of every contract. Insurance Concepts and Design, Inc. v. Health Plan Services, 785 So.2d 1232, 1234 (Fla. 4th DCA 2001). "This covenant serves to protect "the reasonable expectations of the contracting parties in light of their express agreement." Id. A cause of action for breach of the implied duty of good faith and fair dealing only exists where there is an enforceable executory contractual obligation. Id at 1235; see also Flagship Resort Cev. Corp v Interval Intern, Inc., 28 So.3d 915 (Fla. 3rd DCA

2010) (noting that the doctrine of good faith and fair dealing must relate to the performance of an express term of the contract and cannot be used to vary the terms of an express contract.)

A party invoking the doctrine of breach of implied covenant of good faith and fair dealing must plead and prove that a contract is unambiguous about the permissibility or scope of the conduct in question, the defendant through a conscious and deliberate act fails or refuses to discharge contractual responsibilities which unfairly frustrates the contract's purposes and the defendants' breach deprives the plaintiff of the contract's benefits. Cox v CSX Intermodal, Inc., 732 So.2d 1092 (Fla. 1st DCA 1999).

Plaintiff has sufficiently alleged and evidenced that 1) Defendants were expressly obliged to give the Board notice and an opportunity to purchase the Properties at issue, 2) that the Defendants through their actions deliberately acted to discharge its contractual duties and 3) consequently the Board's benefits under the ROFR were frustrated. Thus a breach of the implied covenant of good faith and fair dealing exists, and the foregoing argument will demonstrate the manner in which the Defendants consciously breached its obligations to the Board by failing to provide notice and an opportunity to purchase the Properties at issue in this matter. See Medinis v. Swan, 955 So.2d 595 (Fla. 2d DCA 2007).

Good faith performance or enforcement of a contract emphasizes faithfulness to an agreed common purpose and consistency with the justified expectations of the other party. See Restatement (Second) of Contracts § 205 (1981). Defendants actions in evading performance of their obligations under the ROFR emphasis disregard of the agreed common purpose between the Collins family and the Board of Trustees in the execution of the ROFR and fail to meet the Board's justified expectations under the contract.

The most egregious conduct in violation of the Defendants duty to the Board occurred in March 2012. With knowledge of the Board's outstanding right to exercise and without providing notice to the Board, on March 8, 2012, Defendants re-opened the estate of Mary Call Darby Collins and Petitioned the Court for Discharge of Defendant, John Aurell, as personal representative of the estate on March 14, 2012. As support therefore, Petitioner/Defendant, John Aurell stated:

3. In connection with the execution of a contract to sell a portion of the subject Real Property, the Trustee discovered that the Real Property had been made subject to certain Grant of First Right of Refusal to Purchase and Imposition of Restrictive Covenants which was executed by the decedent against the Real Property and recorded in the Public Records of Leon County at OR Book 1150, Page 1512 (the "First Right of Refusal[']")."

4. The first Right of Refusal, by its own terms, terminates upon "final discharge of the personal representative of the estate of the later of Leroy Collins or Mary Call Collins to die." Leroy Collins predeceased the decedent.

5. On March 8, the Petitioner submitted its Petition to Reopen the Estate and for Formal Administration of the sole purpose of having a Personal Representative appointed, and subsequently discharged so as to remove the cloud on the Trustee's title to the Real Property.

Although the right of first refusal became irrevocable upon the owner's acceptance of a good faith offer from Plaintiff, Steven Andrews, and even though Defendants had previously administered the Mary Call Darby Collins estate in December of 2011, Defendants took extraordinary measures to deprive the Board of its opportunity to exercise its legal right under the ROFR through the Probate Court.

Moreover, in December 2011 when Defendants had an opportunity to terminate the sales contract with Plaintiff Steven Andrews, they decided to orally extend the time for performance. In December of 2011 the purchase sales contract terminated on its face. The contract expressly provided that time was of the essence and that the transaction was to close by December 31, 2011. Notwithstanding the express terms of the contract and with knowledge their outstanding

obligations to the Board, the Defendants extended the time for performance of the contract. Once again, Defendants overtly acted to hinder the Board's opportunity to exercise its legal right.

Additionally, Defendants failed to meet their obligation of notice under the ROFR. It is clear from the record that the Board failed to receive notice prior to any proposed sale on the Properties as required by the contract. However, for the months during Defendants' negotiations and renegotiations for the initial and amended written purchase contracts and even when the purchase contract was signed Defendants did not accomplish their expressed written contractual obligations to provide prior notice to the Board of the various sales contracts. Further, Defendants made no reference to the ROFR in any of the contracts they entered into with Plaintiff, Andrews, nor did they make their obligation to Plaintiff Andrews contingent upon the Board's preemptive right. The undisputed facts demonstrate that Defendants efforts at evading its obligation to the Board were conscious and deliberate at least after September 8, 2011, when they had actual knowledge and not only constructive notice of the Board's ROFR. .

The Board has a ROFR. Its ROFR "is a contractual right that vested with the (March 1, 1985) agreement itself" Old Port Cove Condominium Ass'n One, Inc., 954 So.2d 742 (Fla. 4th DCA 2007) There can be no dispute that Defendants breached the express terms of the ROFR weeks and months before they signed the purchase agreement with Andrews and weeks thereafter when they subsequently amended that agreement without notice to the Board.

It is clear from the Defendants' motion for summary judgment that they commenced probate proceedings with the intention of terminating the Board's legal right. In their motion the Defendants specifically contend that the probate proceedings summarily terminated the six month advance notice that the ROFR requires. Their self evident efforts to evade their

contractual obligations “unfairly frustrates the contract’s purposes and deprives the [Board of the ROFR’s) contract benefits.”

Defendants’ express intentions and their impact on the ROFR as evidenced by Defendants actions, i.e. Aurell’s petitions to the probate court, all filed after multiple breaches of the Defendants’ obligation to provide six months prior written notice and opportunity to purchase, can afford no credible defense or excuse under guise of Mr. Aurell’s “discharge” so as to allow consummation of Defendants’ sales transaction with Andrews. Moreover, Aurell’s petitions to discharge cannot have the effect as a matter of law because once Defendants evidenced an intention to sell the property, the Board’s right of first refusal was converted into an irrevocable option to purchase and the third party is subject to this right. See Whyhopen v. Via, 404 So. 2d 851, 853 (Fla. 2d DCA 1981) (once property owner evidenced an intention to sell the property right of first refusal was converted into an irrevocable option to purchase); Vorpe, 374 So. 2d at 1035 (at the time that property owner entered into contract for sale with third-party purchaser, lessee's right of first refusal was converted into an irrevocable option to purchase unaffected by judicial rescission of sale)(citing Henderson v. Nitschke, 470 S.W.2d 410 (Tex. Civ App. 1971) (when the language of a first refusal clause gives the lessee a specific time to elect to purchase the property, the opportunity for the lessee to exercise its right of first refusal must be held open for the stated amount of time); Holston Investments Inc. v. Lanlogistics, Corp., 664 F.Supp.2d 1258 (S.D.Fla. 2009), reversed on other grounds by Holston Investments, Inc. B.V.I. v. LanLogistics Corp., 677 F.3d 1068, (11th Cir. 2012)(“[o]nce the landlord evidenced an intention to sell the property, tenants’ right of first refusal was converted into an irrevocable option to purchase.”) (quoting Whyhopen, 404 So.2d at 853); see also Florida Dept. of Highway Safety and Motor Vehicles v. National Safety Com'n, Inc. 75 So.3d 298, 304 (Fla.

1st DCA 2011) (Van Nortwick, J., dissenting) (“the court adopted the definition in Restatement (Second) of Contracts § 25 (1981) as follows: ‘An option contract is a promise which meets the requirements for the formation of a contract and limits the promisor's power to revoke an offer.’”) (quoting Polk v. BHRGU Avon Properties, LLC, 946 So.2d 1120, 1122 (Fla. 2d DCA 2006)). Aurell’s filings in the court cannot destroy the Board’s vested right that pre-existed his filings.

It is also important to note that although Defendants attempted to evade their obligation to give the Board a preemptive opportunity to purchase the properties by breaching the ROFR and selling the Property to Plaintiff Andrews, these efforts are foiled Florida decisional law. The Defendants’ entry into a purchase sales contract with Plaintiff Andrews that was not contingent on the Board’s preemptive right granted Plaintiff Andrews equitable title; however that title is not enforceable. An equitable title means the right in equity to acquire the legal title by an action for specific performance. Henry v. Ecker, 415 So.2d 137 (Fla. 5th DCA 1982) Here, Defendants and Plaintiff Andrews were aware of the Board’s paramount right and thus equity will not afford Plaintiff Andrews a remedy. This result follows because:

“The “clean hands” maxim and the equitable principle for which it stands signify that a litigant may be denied affirmative equitable relief by a court of equity on the ground that his conduct has been inequitable, unfair, dishonest, fraudulent or deceitful as to the controversy in issue. This maxim refers to the acceptability, cleanliness and decency of the claim put forth and describes equity's practice of refusing an equitable remedy to enforce a claim that is itself inequitable, unconscionable or tainted by fraud or misrepresentation.
Id. at 140.

See also Stuart v. Stammen, 590 N.W.2d 224 (ND 1999) (Third-party purchaser, who knew about option holder's right of first refusal and made no inquiry as to whether he wanted to exercise right under terms of third party's purchase agreement with vendors, as a matter of law, was not a good faith purchaser.)

Generally stated, Florida law requires that “competing interests in land have priority in order of their creation in point of time. An interest created first has superiority over an interest created later from the same source, provided that notice of the first created rights are available to those later acquiring rights in the same land.” Cain & Bultman, Inc. v. Miss Sam, Inc., 409 So.2d 114 (Fla. 5th DCA 1982.) Necessarily any equitable title interest that Defendants may have transferred to Andrews by their contract is subject to Defendants’ multiple breaches of the implied covenants of good faith dealing and Andrews’ awareness of the ROFR.

Lastly, any equity interest that Defendants transferred to Andrews is subject to the undisputed fact that Defendants do not own all of the property they have contracted to sell to Andrews.

CONCLUSION

Based on the foregoing the Board requests an entry of partial summary judgment at Count II that 1) the Defendants breached implied covenants of good faith dealing before and after their purchase contract; 2) Mr. Aurell’s filings in the probate court did not terminate the Board’s ROFR; 3) GPL does not own all of the property it has contracted to sell; and 4) any equitable title that Defendants contracted to Andrews is unenforceable because of their breaches and his knowledge of the Board’s ROFR.

CERTIFICATE OF SERVICE

I CERTIFY the foregoing was served on January 9, 2013, electronically to:

Benjamin M. Melnick
Assistant General Counsel
Office of the General Counsel
Department of Environmental Protection
3900 Commonwealth Blvd. MS 35
Tallahassee, FL 32399-3000

Stephen G. Webster
The Law Offices of
Steven R. Andrews, P.A.
822 North Monroe Street
Tallahassee, FL. 32303
Ph. (850) 681-6416
Fax. (850) 681-6984
Designated Email Addresses:
swebster@andrewslawoffice.com,

service@andrewslawoffice.com,
sandrews@andrewslawoffice.com,
bfinnerty@andrewslawoffice.com

John Costigan
Florida Department of Agriculture and
Consumer Services
Office of the General Counsel
407 S. Calhoun Street
Mayo Building, Ste 520
Tallahassee, FL 32399-0800
Designated E- Mail Addresses:
John.Costigan@freshfromflorida.com,
Deborah.Brock@FreshFromFlorida.com

Ashley Davis
Assistant General Counsel
Florida Department of State
R.A. Gray Bldg.
500 South Bronough Street, Ste 100
Tallahassee, FL 32399-0250
Designated E-Mail Addresses:
Ashley.Davis@DOS.MyFlorida.com,
Betty.Money@DOS.MyFlorida.com,
Stacey.Small@DOS.MyFlorida.com

James P. Judkins
Judkins, Simpson, High & Schulte
Post Office Box 10368
Tallahassee, FL 32302-2368
Designated Email Addresses:
jjudkins@readyfortrial.com,
[fsnavely@readyfortrial.com](mailto:fsnavelly@readyfortrial.com)

Patricia R. Gleason
Special Counsel for Open Government
Florida Bar No.: 218758
Office of the Attorney General
The Capitol, PL-01
Tallahassee, Florida 32399-1050
pat.gleason@myfloridalegal.com

Respectfully Submitted,

PAMELA JO BONDI
Attorney General

Michele R. Forte-Osborne
Michele R. Forte-Osborne
Sr. Asst. General Counsel
Florida Bar No. 17535
Dept. of Environmental Protection
Marjory Stoneman Douglas Bldg
3900 Commonwealth Blvd. MS 35
Tallahassee, Florida 32399
Tel: (850) 245-2242
Michele.forte@dep.state.fl.us
1913Alt.MPSJ-Final.doc

James A. Peters
James A. Peters
Fla. Bar # 230944
Office of the Attorney General
The Capitol, PL-01
Tallahassee, Florida 32399-1050
Tel: (850) 414-3300
jim.peters@myfloridalegal.com

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

00115001512

THIS INDENTURE, Executed the 1st day of March, 1985, By LEROY COLLINS
and MARY CALL DABBY 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, collect-
ively 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 Begin-
ning, 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 FLA.
MAR 1 10 59 AM 1985
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 when the owners~~
~~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 instrument prepared by
ROBERT M. ERWIN of
Vn, Varn, Jacobs, Odom & Kitchen
Attorneys at Law
305 South Gadsden Street
Tallahassee, Florida 32303

ERWIN, VARN, JACOBS, ODOM & KITCHEN - TALLAHASSEE, FLORIDA

EXHIBIT

A

OK1150M1513

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. Owens

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: Aug. 23, 1988
Notary Public, State of Florida
My Commission Expires Aug. 23, 1988
Revised May 1985 - Form 1000, Rev.

PURCHASE AGREEMENT

THIS AGREEMENT is made this 9th day of January, 1985, by and between the Seller and the Purchaser as follows:

Seller:

LeRoy Collins and Mary Call Collins,
husband and wife
305 South Gadsden Street
Tallahassee, Florida 32301
904/224-9135 (Office telephone number, LeRoy Collins)
S.S. Number: , LeRoy Collins
S.S. Number: , Mary Call Collins

Purchaser: Board of Trustees of the Internal Improvement Trust Fund (the "Trustees") by and through its agent, the Division of State Lands of the Florida Department of Natural Resources (the "DSL"), address:

Florida Department of Natural Resources
Division of State Lands
3900 Commonwealth Boulevard, Room 412
Tallahassee, Florida 32303
904/488-2351

1. Agreement to Sell. Seller hereby agrees to sell to the Trustees The Grove, that historically unique and significant real property located in Leon County, Florida, described in Exhibit A, together with all improvements, easements and appurtenances, (the "Property") in accordance with the provisions of this agreement. The property, 10.35 acres more or less, of lands, three residences and associated structures is known as The Grove, and consists of the main residence constructed beginning in 1825 by Richard Keith

1

Additional

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Call (The "Call House"), and two residences located adjacent to or near Third Avenue (the "Third Avenue houses"). The property includes the permanently attached fixtures currently located in the Call House, and permanently attached fixtures located in the Third Avenue houses as described or identified in the attached Exhibit One which is a part of this agreement.

Agreement Binding Upon Execution. This agreement becomes legally binding upon execution by the parties, but is subject to approval by the Trustees. If such approval does not occur within 45 days of execution, this agreement shall be deemed rejected by the Trustees and shall thereupon be null, void and unenforceable.

2. Deposit. A deposit of \$100.00, in the form of a state warrant, will be forwarded to the Seller upon approval of this agreement by the Trustees and receipt of the warrant from the Comptroller of the State of Florida.

3. Purchase Price. The total purchase price for the Property is Two Million Two Hundred Eighty-Five Thousand Five Hundred Dollars (\$2,285,500.00) which, after reduction by the amount of the deposit, will be paid as provided in paragraph 6A. This agreement is contingent upon approval by the Trustees and upon confirmation that the purchase price is not in

Additional

Attachment 15
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excess of the maximum value permitted to be paid under Section 253.025, Florida Statutes.

4. DSL Review of Deed, Title Information, Survey. Within 30 days after Trustees' approval of this agreement and prior to closing the Seller will submit the following items to DSL for review:

- (i) Copy of proposed general warranty deed to all real property except cemetery parcel,
- (ii) Copy of gift deed to cemetery parcel,
- (iii) Copy of absolute bill of sale for personal property,
- (iv) Marketable title insurance commitment for real property (ATLA Form B),
- (v) Certified survey of real property in accordance with Exhibit B,
- (vi) Beneficial interest and disclosure statements (on appropriate BLA forms) as required by §§ 286.23, 375.031(1) and 380.08(2), Florida Statutes.

Within 30 days of delivery, DSL will approve or reject each item. Seller will have 30 days thereafter to cure and resubmit any rejected item. In the event the Seller fails to timely deliver any item, or DSL rejects any item after delivery, DSL may in its discretion extend the closing date a length of time it deems necessary to permit Seller to submit or resubmit such item. DSL may in its discretion reject a resubmitted item if the item does not comply with the provisions of this agreement. If Seller fails or refuses to provide a required item, DSL may in its discretion cancel this agreement and receive a refund of all money paid to that time.

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5. Inspection: Condition of Property. Seller agrees that upon reasonable notice representatives or agents of the Trustees may enter the Property for all lawful purposes in connection with this acquisition. Seller agrees that the Property will remain in the same condition as on the date of this agreement until closing, and that no use will be made of any part of the Property which will cause loss or damage or which will adversely affect the intended use of the Trustees or their lessee. However, nothing in this section is intended, nor shall such prevent ordinary or necessary grounds and buildings maintenance by Seller. All loss or damage to the Property will be at the risk of Seller until closing. Should any such substantial loss or damage occur, the Trustee may cancel this agreement and receive a refund of all money paid under it; or in the alternative, the Trustees may elect to proceed to closing on the Property, as damaged. The Seller represents and warrants that there are no persons, other than Seller and the tenants of the Third Avenue houses, in occupancy or possession of any part of the Property.

6. Closing. The Seller will deliver possession of the Property to the Trustees at closing subject to the provisions

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of paragraph 8. The following are additional details of closing:

A. Time and Place. The closing will occur on or before March 1, 1985, at a time and location in Tallahassee, Florida, of mutual agreement between the Seller and DSL. At the closing the balance of the purchase price agreed upon, that is the sum of Two Million Two Hundred Eighty-Five Thousand Four Hundred Dollars (\$2,285,400.00), will be paid by the Purchaser to the Seller.

B. Conveyance. At closing Seller will deliver to the Trustees a fully executed general warranty deed conveying good and marketable fee simple title to all of the real property free and clear of all liens, leases, tenancies, encumbrances and exceptions of record, and of those of which Seller has actual notice which are not recorded. As to the cemetery parcel (parcel approximately sixty (60) feet by ninety-two (92) feet adjacent to Third Avenue) the conveyance will be subject to the conditions, covenants, restrictions and reservations set forth in that certain indenture appearing of record in Leon County, Florida, Official Record Book 1103 at pages 573-576, which Purchaser and the Trustees covenant and agree not to violate. A copy of that recorded indenture is attached as Exhibit C. The deeds will also contain restrictions and limitations in accordance with

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paragraph 10A. However, the deed shall contain no restrictions or limitations in violation of the conditions, covenants, restrictions and reservations set forth in the recorded indenture last above mentioned. The conveyances will include, without limitation, all rights inherent in and incident to the property, including alleys, roads, streets and easements included within the Property, or providing access to the Property, and will include a warranty that none of the conditions, covenants, restrictions or reservations applicable to the cemetery parcel have been breached or violated.

C. Conveyance of Cemetery Parcel Subject to Conditions, Covenants, Restrictions and Reservations. The Purchasers and Trustees agree to accept the conveyance of the cemetery parcel subject to the conditions, covenants, restrictions and reservations aforementioned and they further agree that subject to the availability of space in the cemetery and the placement of appropriate identifying gravestones, monuments or markers identifying the descendants or spouses, that the burial or interment in the cemetery of the bodies of descendants of Richard Keith Call and their spouses shall be permitted, subject to the approval of Mary Call Collins, and following her death the approval of a majority of her three oldest living lineal descendants. Upon the death

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of the last of the grandchildren of the sellers interment and burial in the cemetery shall no longer be permitted.

D. Expenses. Seller will be responsible for preparation of all closing documents, including without limitation deed and closing statements, and will submit copies of such documents to DSL for review ten days prior to closing. Seller will pay the documentary stamp tax and all other taxes associated with the conveyances. Seller will pay the cost of recording the deeds up to and including \$30.00. The Trustees will pay the cost of recording the deed in excess of \$30.00.

E. Title Policy. At or immediately after closing, the Seller will purchase and deliver to the Trustees an owner's marketable title insurance policy (ATLA Form B) issued by an insurer acceptable to DSL, conforming to the commitment, in the full amount of the purchase price.

F. Disbursement. DSL may elect to have the closing processed through the office of the company issuing title insurance, if that service is available. If that election is made, the title company or agent will accomplish disbursement so as to bring the transaction under Section 627.7841, Florida Statutes, to assure coverage of the period from the commitment to deed recording. If DSL makes this election, a state

warrant for the proceeds, payable to the Seller, will be delivered to the closing agent at closing.

G. Taxes. At or before closing, all real estate taxes and assessments which are or may become a lien against the Property will be satisfied by the Seller, including the prorata part of the year 1985 up to the closing day. As part of the closing, the Seller will establish an escrow fund with the County Tax Collector in accordance with Section 196.295, Florida Statutes.

7. Miscellaneous.

A. Acceptance. If this agreement is not executed by all parties on or before January 18, 1985, it shall be void. The date of this agreement and its effective date will be the date the last party to sign does so.

B. Notices. Notices or submittals given or made under this agreement must be in writing and either delivered personally or mailed in the U.S. Mail, prepaid and certified, return receipt requested, to the appropriate address indicated on the first page of this agreement, or such other address as is designated in writing by a party to this agreement. Any such notice shall be deemed given as of the date delivered, if served personally, or five days after the date deposited in the U.S. Mails, if mailed.

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C. Default. If, for any reason other than failure of the Seller to render title marketable after diligent effort, the Seller defaults under any provision of this agreement, the Trustees may: (i) waive the default and proceed to closing, or (ii) refuse to close and elect to receive the return of any money paid. If the Seller is unable to render title marketable, the Seller will immediately upon request of DSL return all money paid by the Trustees.

D. Successors. The Seller's heirs, assigns and successors will be bound by this agreement. Upon approval of this agreement by the Trustees and payment of the deposit, the Trustees, their successors and assigns will be similarly bound.

E. Recording. This agreement, or notice of it, may be recorded by the Trustees among the public records of Leon County, Florida, only after execution by all parties and approval by the Trustees.

F. Assignment. This agreement may be assigned by the Trustees only, as provided by law to an appropriate agency or entity of the State of Florida, in which event

the Trustees will provide written notice of assignment to the Seller.

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C. Time of Essence. Time is of the essence in the performance of this agreement.

H. Amendments. This agreement contains the entire agreement of the parties. No amendment will be effective except in writing signed by all parties.

I. Survival. The covenants, provisions and assurances of this agreement will survive delivery of deed and possession.

8. Sublease to Seller Upon Closing. It is understood and agreed that immediately upon closing the Trustees will lease the Property to the Division of Archives, History and Records Management, Florida Department of State ("DAHRM"), for use and management, in accordance with the lease agreement which is part of this purchase agreement as Exhibit D. At or immediately after the time such lease is fully executed, the DAHRM will sublease the Property to Mary Call Collins in accordance with the sublease agreement which is a part of this purchase agreement as Exhibit E.

9. Monroe Street Lots.

A. First Refusal. As part of the consideration for this agreement, the Seller hereby grants to the Trustees the right of first refusal to purchase each of the three lots (from south to north), fronting respectively 112, 100

and 68 feet on North Monroe Street, more particularly described

as:

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.

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 DSL, 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.

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B. Restrictive Covenants. At the time of the conveyance of the Property to the Trustees the Seller will, by appropriate recorded instrument, impose the following restrictive covenants on all lots owned by the Seller adjacent to the Property and fronting on Monroe Street: (i) on the rear (west) property line of the Monroe Street lots the Trustees, or their lessees, 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 Monroe Street lots more than one foot from the west boundary line of the lots; (ii) use of the Monroe Street lots shall be consistent with that permitted by zoning and similar laws and regulations lawfully applicable thereto.

10. Use of Property Upon Termination of Sublease.

A. Restrictive Covenants. The Trustees will, by appropriate recorded instrument, impose upon the Property the restrictions and limitations that the Property will be used only for a museum of Florida history, with an appropriate portion of the Call house devoted to honoring and memorializing Richard Keith Call, other Territorial Governors of Florida, and those who have preserved, maintained and restored The Grove to its present condition; and also requiring that in ground maintenance, upkeep and control, native or indigenous

plants shall predominate and all flowering shrubs, trees or plants shall be restricted to those with white blooms and blossoms, and, further, after termination of the occupancy of the Call House pursuant to the sublease (Exhibit E), that house shall not thereafter be occupied for residential purposes. The restrictions and limitations set forth in this agreement will be subject to judicial enforcement by injunction or other appropriate means, but will not include any right of reverter or other mechanism for divesting ownership. These restrictions and limitations as to the use of the property and activities thereon will be recorded and become effective immediately following termination of the sublease reflected in Exhibit E of this purchase agreement. The restrictions and limitations will terminate upon destruction or substantial damage of the Call house by fire, storm, Act of God, or other casualty such that the Call house is rendered totally unfit for use as a museum of Florida history.

B. The Grove Advisory Council. The Trustees and Seller will seek appropriate legislation in the Florida Legislature to establish The Grove Advisory Council. The Council would be created upon termination of the sublease reflected in Exhibit E. The purpose and function of the Council would be to advise DAKEM in regard to the operation and maintenance of the Property, its preservation in keeping

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plants shall predominate and all flowering shrubs, trees or plants shall be restricted to those with white blooms and blossoms, and, further, after termination of the occupancy of the Call House pursuant to the sublease (Exhibit E), that house shall not thereafter be occupied for residential purposes. The restrictions and limitations set forth in this agreement will be subject to judicial enforcement by injunction or other appropriate means, but will not include any right of reverter or other mechanism for divesting ownership. These restrictions and limitations as to the use of the property and activities thereon will be recorded and become effective immediately following termination of the sublease reflected in Exhibit E of this purchase agreement. The restrictions and limitations will terminate upon destruction or substantial damage of the Call house by fire, storm, Act of God, or other casualty such that the Call house is rendered totally unfit for use as a museum of Florida history.

B. The Grove Advisory Council. The Trustees and Seller will seek appropriate legislation in the Florida Legislature to establish The Grove Advisory Council. The Council would be created upon termination of the sublease reflected in Exhibit E. The purpose and function of the Council would be to advise DAHRM in regard to the operation and maintenance of the Property, its preservation in keeping

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with its original plan of construction and design, preservation and protection of furnishings located in the Call house, and any desirable changes in the architecture, structure, furnishings or landscaping. The Council will consist of not more than nine members appointed by and serving at the pleasure of the Secretary of State of the State of Florida and one or more of whom shall always be a direct descendant of Mary Call Collins. If, after diligent effort, the parties are unable to obtain appropriate legislation for the establishment of the Council, that failure will not constitute a default under this agreement. It is the intention of the parties, however, that DANEM and its successors will nevertheless make reasonable effort to seek the advice of appropriate outside professionals, and the Collins descendants, in regard to the operation, maintenance, preservation and protection of the property.

WITNESSES:

<u>Jane Collins Aurell</u>	<u>LeRoy Collins</u>
	LeRoy Collins
<u>Mary Call Collins Pector</u>	<u>Mary Call Collins</u>
	Mary Call Collins

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF
THE STATE OF FLORIDA

WITNESSES:

[Signature]
[Signature]

By:

[Signature]
DIRECTOR, DIVISION OF STATE
LANDS, As Agent for the
Board of Trustees of the
Internal Improvement Trust
Fund of the State of Florida

APPROVED AS TO FORM AND
LEGALITY

By

[Signature]
Date: 1/9/85

Consent of the Division of Archives, History and
Records Management as to paragraphs 8 and 10, and Exhibits D
and E of this purchase agreement.

By:

[Signature]
Randall A. Kelley
DIRECTOR, DIVISION OF ARCHIVES,
HISTORY AND RECORDS MANAGEMENT
FOR FLORIDA DEPARTMENT OF STATE

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing instrument was acknowledged before
me this 10th day of January, 1985, by LeRoy Collins
and Mary Call Collins, husband and wife.

[Signature]
Notary Public
My Commission Expires:

My Comm. Expires: 12/31/87
Notary Public, State of Florida
Notary Public, State of Florida

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STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing instrument was acknowledged before
me this 9th day of January, 1985, by James W. MacFarland,
Director, Division of State Lands, as agent for the Board
of Trustees.

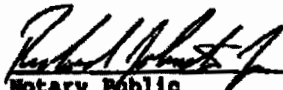

Notary Public
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES APR
1986 I DO SOLEMNLY SWEAR THAT I
AM AN HONORABLE AND TRUSTWORTHY

EXHIBIT ONE

**PERMANENTLY ATTACHED FIXTURES
LOCATED IN THE CALL HOUSE:**

Central heating and cooling equipment;
Shutters outside and inside windows;
All plumbing fixtures in place (sinks, commodes, etc.);
All built-in cabinets, closets, and shelving;
Permanently attached electrical fixtures.

**PERMANENTLY ATTACHED FIXTURES
LOCATED IN THE THIRD AVENUE HOUSES:**

Central heat and air;
Plumbing fixtures in place in kitchen and bathrooms;
Permanently attached electrical fixtures.

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EXHIBIT A

Legal Description of
The Property

The Grove, being that certain improved tract or parcel of land in Tallahassee, Leon County, Florida, described as follows:

10.35 acres, more or less, bounded on the south by First Avenue, on the west by Duval Street, on the north by Third Avenue, and on the east by a line located as follows: Begin at a point on the north right of way line of First Avenue, 180 feet west of the original west boundary line of Monroe Street and 514.2 feet east of the east boundary line of Duval Street, marked by an iron pin and cap; run thence north 224 feet; thence east 30 feet; thence north 617 feet to a point on the south boundary of Third Avenue 150 feet west of the original west boundary line of Monroe Street and 544.2 feet east of the east boundary line of Duval Street, which point is marked by a concrete monument.

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EXHIBIT B

Survey. The Seller will provide an upland boundary survey of the Property, prepared in accordance with Chapter 177, Florida Statutes, and with the Minimum Technical Standards for Land Surveyors, as established by the Florida Department of Professional Regulation in Chapter 21 BB-5, Florida Administrative Code. The Bureau of Survey and Mapping in the DSL must approve the technical specifications for the survey prior to the Seller giving notice to the surveyor to proceed, and must review and approve the survey prior to its acceptance by the DSL. The Seller will convey its interest in the Property in accordance with the approved survey, in the event of any differences between the survey and the description contained in Exhibit A. However, the property conveyed shall not include any part of the Monroe Street lots described or identified in paragraph 9A of the purchase agreement.

Amended

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

DR1150PG1512

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,

W I T N E S S E T H:

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 FLA.
MAR 1 10 59 AM 1985
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 instrument prepared by
ROBERT M. ERVIN of
Ervin, Varn, Jacobs, Odom & Kitchen
Attorneys at Law
305 South Caladen Street
Tallahassee, Florida 32303

B. Restrictive Covenants.

DR1150PG1513

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. Erwin

LeRoy Collins (Seal)
LEROY COLLINS

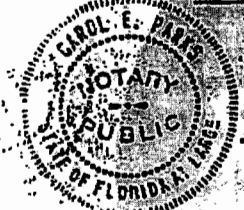
Carol E. Parks

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: Aug. 23, 1988
Notary Public, State of Florida
My Commission Expires Aug. 23, 1988
Doubled Line They Fold - Insurance, Inc.

From: John Aureli <johnaureli@ma.com>
Subject: 622 North Worcester St
Date: August 30, 2011 2:01:16 PM EDT
To: "johnaureli@ma.com" <johnaureli@ma.com>

Sent from my iPad

Begin forwarded message:

From: John Aureli <johnaureli@ma.com>
Date: August 30, 2011 2:18:00 PM EDT
To: Steve Andrews <andrews@windsorrealty.com>
Cc: Palmer Proctor <pproctor@windsor.com>
Subject: 622 North Worcester St

Steve -- I have been in touch with all the limited partners of Grove Properties Limited and reviewed your alternative proposals with them. This is to advise you that Grove Properties Limited accepts your offer to purchase the property for \$700,000. I have asked Palmer to draft a proposed form of sale/purchase agreement for review and approval and we will get it to you as soon as possible.

We look forward to closing this transaction at a time convenient to you.

John Aureli

Sent from my iPad



From: John Aurell <johnaurell@me.com>
Subject: Sale Contract
Date: September 4, 2011 6:03:42 PM EDT
To: Steve Andrews <sandrews@andrewslawoffice.com>
Cc: Colleen Andrews <candrews@andrewslawoffice.com>, Palmer Proctor
<pproctor@ausley.com>
• 1 Attachment, 92.7 KB

Andrews contract (92.7 KB) Steve -- Attached is a draft of the proposed form of contract for sale and purchase of the property at 822 North Monroe Street and the adjoining parking lot. You will note that we have indicated a purchase price of \$695,000 rather than the \$700,000 figure that we discussed. We have reduced the purchase price in order to assist you with the unanticipated cost of repairing or replacing one of the air conditioning units mentioned to me by Colleen.

If you find the agreement to be in order, please print and execute two copies and give me a call. I will drop by and execute them, and one copy will be for you and the other for Grove Properties Limited.

If you have any questions, comments or proposed revisions, please let me know.

Thanks, and best regards.

John



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 160 feet by 150 feet, bearing Tax Identification Number 2125204300000.
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 \$25,000.00 to be held in escrow by Ansley & McMullen Law Firm. BUYER consents to Ansley & McMullen acting as escrow agent notwithstanding that it is SELLER's counsel in the transaction. \$ 25,000.00
 - b. Approximate balance to close (excluding BUYER's expenses and subject to prorations) \$670,000.00

MONIES DUE AT CLOSING SHALL BE TENDERED IN CERTIFIED FUNDS

TOTAL PURCHASE PRICE **\$695,000.00**

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 October 15, 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 November 1, 2011, if title to such parcel has not been transferred out of the probate estate by October 15, 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. 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 **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 any 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 work fee (if any)
Documentary stamps on deed
Preparation of deed and lien affidavit
13. **SURVEY:** BUYER may order at BUYER's expense a survey of the Property.
14. **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.

15. **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.
16. **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.
17. **REALTOR OR BROKER:** SELLER and BUYER respectively warrant and confirm to each other that there is no Realtor or broker involved in this transaction.
18. **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.
19. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.**
20. **SOLE AGREEMENT:** SELLER and BUYER do hereby certify that this Contract constitutes the sole and entire agreement between the parties hereto.
21. **NOTICES.** Notices or mailings concerning this transaction should be sent to BUYER at \$22 North Monroe Street, Tallahassee, Florida 32303; and to SELLER at P. O. Box 13505, Tallahassee, Florida 32317.
22. **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 _____, 2011.

STEVEN R. ANDREWS

Executed by SELLER on _____, 2011.

GROVE PROPERTIES LIMITED


By: _____
JOHN K. AURELL
As its General Partner

By signature below the Escrow Agent acknowledges receipt of BUYER's binder deposit of \$25,000.00. It shall be held in escrow pending disbursement according to terms hereof.

AUSLEY & McMULLEN LAW FIRM

BY: _____
H. PALMER PROCTOR, ESQ.

k:\app\app\grove properties\422 a monroe and sons contract.doc
09/02/11

 First American Title	Commitment for Title Insurance
	<small>ISSUED BY</small> First American Title Insurance Company
Commitment	

FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation (the "Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the proposed insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by an authorized officer of the Company or an agent of the Company.

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the Effective Date shown in Schedule A.

First American Title Insurance Company



Dennis J. Gilmore

Dennis J. Gilmore
President

Timothy Kamp

Timothy Kamp
Secretary

(This Commitment is valid only when Schedules A and B are attached)

This document was created electronically and constitutes an original document.

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CONDITIONS

The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company whether or not based on negligence arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued will contain the following arbitration clause: Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.
The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.



First American Title

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

File No.: 110802

1. Effective Date: September 8, 2011 @ 9:32 A.M.

2. Policy or Policies to be issued:

(a) Owner's Policy (Identify form used)

ALTA Owner's Policy of Title Insurance (06-17-06) (with Florida modifications)

Proposed Amount of Insurance:

\$580,000.00

Proposed Insured: STEVEN R. ANDREWS and COLLEEN ANDREWS, husband and wife

Premium: \$2,975.00

(b) Loan Policy (Identify form used)

ALTA Loan Policy of Title Insurance (06/17/06) (with Florida modifications)

~~\$450,000~~

~~\$450,000.00~~

Proposed Insured: PRIME MERIDIAN BANK, its successors and/or assigns

Premium: \$50.00

(c) Other (Identify form used)

\$

3. The estate or interest in the land described or referred to in this Commitment is FEE SIMPLE

4. Title to the estate or interest in the land is at the Effective Date vested in:

LeRoy Collins and Mary Call Darby Collins (as to Parcel 1); and Grove Properties Limited, a Florida limited partnership (as to Parcel 2), as described on Exhibit "A" attached hereto.

5. The land referred to in this Commitment is described as follows:

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF

AUSLEY & McMULLEN, P.A.

By:

H. PALMER PROCTOR, ESQ.

Authorized Countersignature

(This Schedule A Valid only when Schedules B1 & BII are attached)

THIS COMMITMENT IS FURNISHED BY FIRST AMERICAN TITLE INSURANCE COMPANY OR ITS POLICY ISSUING AGENT SOLELY FOR THE ISSUANCE OF A POLICY OR POLICIES OF TITLE INSURANCE OF FIRST AMERICAN TITLE INSURANCE COMPANY. THIS COMMITMENT IS NOT AN ABSTRACT OR AN OPINION OF TITLE. LIABILITY UNDER THIS COMMITMENT IS DEFINED BY AND LIMITED TO THE TERMS AND CONDITIONS OF THIS COMMITMENT AND THE TITLE INSURANCE POLICY TO BE ISSUED. PERSONS OR ENTITIES NOT LISTED ABOVE AS PROPOSED INSURED ARE NOT ENTITLED TO RELY UPON THIS COMMITMENT FOR ANY PURPOSE.



First American Title

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule B-1

File No.: 110902.

The following requirements must be met:

1. Pay and/or disburse the agreed amounts for the interest in the land to be insured and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.
4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured, must be signed, delivered and recorded.

(a) Summary probate proceeding for the purpose of causing title to Parcel 1 to be transferred from the Estate of Mary Call Darby Collins to John K. Aurell as Trustee of Mary Call Darby Collins Revocable Trust Under Agreement dated December 17, 1998.

(b) Deed from John K. Aurell as Trustee of Mary Call Darby Collins Revocable Trust Under Agreement dated December 17, 1998, to Grove Properties Limited, a Florida limited partnership (as to Parcel 1).

(c) Warranty Deed from Grove Properties Limited, a Florida limited partnership, to Steven R. Andrews and Colleen Andrews, husband and wife (as to Parcels 1 and 2).

(d) Release and Disclaimer of Right of First Refusal by the State of Florida to right of first refusal to purchase land granted by and under that Grant of Right of First Refusal To Purchase and Imposition of Restrictive Covenants made by LeRoy Collins and Mary Call Darby Collins dated March 1, 1985, and recorded in ORB 1150, Page 1512, Public Records of Leon County, Florida.

(e) Mortgage from Steven R. Andrews and Colleen Andrews, husband and wife, to Prime Meridian Bank, encumbering the property described herein and securing a promissory note in the principal amount of \$464,000.00.

THIS COMMITMENT IS FURNISHED BY FIRST AMERICAN TITLE INSURANCE COMPANY OR ITS POLICY ISSUING AGENT SOLELY FOR THE ISSUANCE OF A POLICY OR POLICIES OF TITLE INSURANCE OF FIRST AMERICAN TITLE INSURANCE COMPANY. THIS COMMITMENT IS NOT AN ABSTRACT OR AN OPINION OF TITLE. LIABILITY UNDER THIS COMMITMENT IS DEFINED BY AND LIMITED TO THE TERMS AND CONDITIONS OF THIS COMMITMENT AND THE TITLE INSURANCE POLICY TO BE ISSUED. PERSONS OR ENTITIES NOT LISTED ABOVE AS PROPOSED INSURED ARE NOT ENTITLED TO RELY UPON THIS COMMITMENT FOR ANY PURPOSE.



First American Title

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule B-II

File No.: 110902

PART II

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
4. Any lien for services, labor or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
5. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
6. Taxes and assessments for the year 2011 and subsequent years, which are not yet due and payable.
7. Subject to right of the State of Florida to erect and maintain a barrier, fence or other continuous screening material along the east boundary of "The Grove", not more than eight feet in height, which shall not encroach onto the property more than one foot from the west boundary line of the property, per Grant of Right of First Refusal to Purchase and Imposition of Restrictive Covenants in favor of State of Florida, Trustees of the Internal Improvement Trust Fund recorded March 1, 1985, at ORB 1150, Page 1512, Public Records of Leon County, Florida.

Exhibit "A"

LEGAL DESCRIPTION

File No.: 110902

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.

From: John Aurell <johnaurell@me.com>
Subject: Re: 822 North Monroe St.
Date: September 29, 2011 12:26:14 PM EDT
To: "Steven R. Andrews" <sandrews@andrewslawoffice.com>
Cc: Jane Aurell <janeaurell@comcast.net>, Mary Call Proctor <marycallproctor@yahoo.com>, Darby Collins <sarahdarby@comcast.net>, Jane Sisson Collins <LeRoy@LeRoyCollins.org>, Carol Jane Smith <caroljanesmith@yahoo.com>, Palmer Proctor <pproctor@ausley.com>

Steve - I have checked with the family members and this is to confirm that we will sell the 822 North Monroe Street parcel to you for \$612,500. Palmer will get in touch with you to finalize the contract.

John Aurell
General Partner

John K. Aurell
P.O. Box 13585
Tallahassee, FL 32317
850-536-8881 - Cell
850-285-8844 - Home
850-285-4488 - Fax
johnaurell@me.com

On Sep 29, 2011, at 12:05 PM, Steven R. Andrews wrote:

Dear John:

This will confirm our telephone conversation wherein we agreed to a sale price of \$612,500 for the 822 North Monroe St. The only contingency is your approval by the beneficiaries and my contract will be subject to financing and appraisal contingency. From now on John just deal with me. Tell Palmer to call me next week and we'll work up a contract.

Steven R. Andrews
Law Offices of Steven R. Andrews, P.A.
822 North Monroe Street
Tallahassee, FL 32303
T (850) 681-6416
F (850) 681-6984

~~PAINTER PROCTOR (redline version)~~

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 2125104250000, and the paved lot adjacent thereto having dimensions of 100 feet by 150 feet, bearing Tax Identification Number 2125104200000.
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 provisions) \$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

EXHIBIT

F

tabbles

ADDENDUM TO CONTRACT

GROVE PROPERTIES LIMITED, hereinafter called "SELLER", and STEVEN R. ANDREWS (or his assignee), hereinafter called "BUYER", hereby amend that certain contract dated October 18, 2011 for the sale and purchase of the lot and building at 322 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, as follows:

- 1) the Sales price is hereby amended to be \$580,000.00.

The remaining contents of the contract and/or prior addendum(s) remain the same and are in full force and effect.

READ AND APPROVED:

Seller:

GROVE PROPERTIES LIMITED

By: [Signature]
Its: [Signature]

Date
November 15, 2011

Buyer

[Signature]
Steven R. Andrews

11/15/2011
Date

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, or 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 agree 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 322 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 10/18/2011 *SSA*

STEVEN ANDREWS

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

GROVE PROPERTIES LIMITED

By: *JOHN K. AURELL*

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.

AUSLEY & McMULLEN LAW FIRM

BY: *H. Palmer Proctor*

H. PALMER PROCTOR, ESQ.

Personal check for

z:\bds\files - open (re trans)\andrews, steven - grove properties purchase\contracts - drafts\andrews contract2 - redlined.doc

09/29/11

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10/18/2011 10:30 AM

IN THE CIRCUIT COURT FOR
LEON COUNTY, FLORIDA
PROBATE DIVISION

IN RE: ESTATE OF

File No.

11CP814

MARY CALL DARBY COLLINS,

Deceased.

FILED
11 DEC 13 PM 12:51
C-09
BOB INZER
CLERK CIRCUIT COURT
LEON COUNTY, FLORIDA

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

Recorded in the Official Records
of Leon County



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.dot

GROVE PROPERTIES LIMITED

P. O. Box 13505
Tallahassee, FL 32317
850-556-8001 • johnaurelli@me.com

December 19, 2011

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

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.

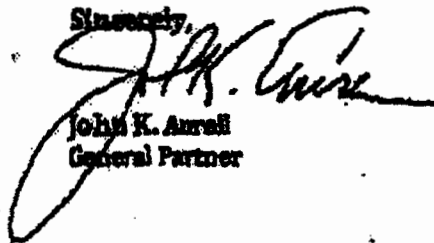
In order that Grove Properties Limited can give clear title to Mr. Andrews, we will appreciate the Trustees providing a waiver



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 dark ink, appearing to read "J. K. Anrell", written over the typed name and title.

John K. Anrell
General Partner

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

CASE NO. 2012 CA 859

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.

DEPOSITION OF: JOHN K. AURELL
TAKEN ON BEHALF OF: The Plaintiff
DATE: Tuesday, May 15, 2012
TIME: Commenced at 2:00 p.m.
Concluded at 4:50 p.m.
LOCATION: 822 North Monroe Street
Tallahassee, Florida
REPORTED BY: MICHELLE SUBIA, RPR
Notary Public in and for
the State of Florida
at Large

PREMIER REPORTING
114 WEST 5TH AVENUE
TALLAHASSEE, FLORIDA
(850) 894-0828

PREMIER REPORTING
(850) 894-0828
premier-reporting.com

EXHIBIT

I

1 APPEARANCES:

2 FOR THE PLAINTIFF:

3 STEPHEN G. WEBSTER, ESQUIRE
4 BRIAN FINNERTY, ESQUIRE
5 Law Offices of Steven R. Andrews
6 822 North Monroe Street
7 Tallahassee, Florida 32303

8 FOR THE DEFENDANTS:

9 JAMES A. PETERS, ESQUIRE
10 Office of the Attorney General
11 The Capitol, PL-01
12 Tallahassee, Florida 32399-1050

13 MICHAEL D. MORELLY, ESQUIRE
14 GARY L. HEISER, ESQUIRE
15 Department of Environmental Protection
16 3900 Commonwealth Blvd., MS 35
17 Tallahassee, Florida 32399-3000

18 FOR THE GROVE PROPERTIES LIMITED:

19 JAMES P. JUDKINS, ESQUIRE
20 Judkins, Simpson & High
21 1102 North Gadsden Street
22 Tallahassee, Florida 32303

23 ALSO APPEARING:

24 RYAN ANDREWS
25 COLLEEN ANDREWS

13 Q And, Mr. Aurell, if you wouldn't mind
14 introducing yourself for the record.

15 A My name is John Aurell. My address is 1225
16 Live Oak Plantation Road, Tallahassee. And I'm the
17 general partner of Grove Properties Limited.

18

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21 Q Well, if you wouldn't mind, Mr. Aurell, would
22 you give me some background with respect to your
23 relationship to The Grove Properties, the Collins/Call
24 family.

25 A Grove Properties Limited is a family-limited

1 partnership, a Florida-limited partnership. I'm the
2 general partner with a nominal percent in it. The four
3 limited partners are the four children of former
4 Governor and Mrs. LeRoy Collins.

5 Q Okay. And are you actually related by
6 marriage to the Collins family?

7 A Yes. I'm the son-in-law.

8 Q Okay. And as the general partner for Grove
9 Properties, the parcels that are at issue here in this
10 cause, they fell within the auspices of The Grove
11 Properties?

12 A Yes.

13 Q And that would be 822 North Monroe and the
14 adjacent parking lot?

15 A There are three lots.
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Q Let me look at the next sentences. "The right of the First Refusal consists of the following: Prior to any proposed sale of lots or parts thereof, during that period, the owner of each lot shall give the Trustees."

Now, in the context of this proposed transaction with Mr. Andrews, the person who would have been doing that, is that yourself? You would have been the one giving the notice?

A Yeah, I would be the one to give the notice.

Q There's no one else involved that would have been in a role -- either you did it or you didn't; is that accurate?

A Yeah, with respect to the two lots.

Q Yes, sir.

A As general partner of Grove Properties, I would give it on the first lot, the one that we're sitting. And with respect to middle lot, it would be in my capacity as trustee.

Q And the next sentence says, "Shall give the trustee."

Now, for purposes of this document, you agree as the trustee as the defendants in this case, the Board

1 of Trustees for Internal Improvement is not the state,
2 is not the Department of State, it's the Trustees,
3 correct?

4 A That's what it says, yes, sir.

5 Q That's what it says?

6 A That's what it says.

7 Q "Through the Division of State Lands." And I
8 think you've said today the Division of State Lands, you
9 agree, is within DEP?

10 A Yes.

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4 Q The documents speak for themselves, whatever
5 it is.

6 As we sit here today and either in the first
7 set of documents you gave us last month or the
8 supplemental set, can you show us in that set of
9 documents where there was a written notice, an
10 opportunity to purchase submitted to the Trustees of
11 that purchase price?

12 MR. WEBSTER: Object to the form.

13 THE WITNESS: I think there's correspondence
14 we've already identified sometime in mid December,
15 wasn't it?

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*

9 BY MR. PETERS:

10 Q Okay. So let me shift now from written
11 communications to oral communications. I understand
12 from your testimony you had in the summer some oral
13 communications with someone from the Department of
14 State; is that correct?

15 A Yes.

16 Q And as a lawyer, you agree the Department of
17 State is not the Board of Trustees, correct?

18 A That's right.

19 Q Okay. In fact, when you were having those
20 oral communications with the Department of State, you
21 weren't at that time aware of this Right of First
22 Refusal to the benefit of the Trustees, correct?

23 A That is correct.

24 Q You became aware of that sometime in October
25 or November?

1 A Subsequent to entering into the contract with
2 Steve Andrews.

3 Q And as I understand your testimony, it's that
4 no one from the Department of State told you that they
5 weren't authorized to speak on behalf of the Board of
6 Trustees; is that correct?

7 A I don't know that that's really a fair
8 statement, Mr. Peters.

9 Q Yes, sir.

10 A Certainly in my initial conversations, I had
11 no thought of the Board of Trustees because I wasn't
12 aware --

13 Q Thank you.

14 A -- that the Right of First Refusal was there.
15 When I found out about it and I asked through the
16 Department of State for assistance in solving the
17 problem, then I became aware of the fact that Mr. Bendus
18 was dealing with someone at State Lands, DEP, and trying
19 to solve the issues. And he sent me copies of the
20 proposed agenda item for January, et cetera.

21 You know, I don't know if he was speaking for
22 it. He was transmitting information to me from the
23 representatives of the Trustees.

24 Q In terms of your communications with the
25 Department of State during the summer, the issue of

1 whether or not the Department of State was authorized to
2 speak on behalf of the Board of Trustees wasn't an issue
3 because at that time you weren't aware of the Right of
4 First Refusal that would require it; is that correct?

5 A That's what I said earlier.

6 Q Yes, sir.

7 A And it's right this time too.

8 Q Yes, sir.

9 And, again, I think you were asked the
10 question, but as someone with a government litigation
11 background, you agree the Department of State is not the
12 Trustees, correct?

13 A That's correct.

14 Q And you're aware that the Board of Trustees
15 acts as a group upon some majority vote, they don't act
16 with one member saying yea or nay, correct?

17 A That's correct.

18 Q The Department of State doesn't vote for the
19 Board of Trustees?

20 A That's right.

21 Q The Secretary of State isn't a member of the
22 Board of Trustees, right?

23 A That's right.

24 Q Thank you.

25 It would appear that in our notice you're here

1 in your various capacities on behalf of this property.
2 One of those was you were an attorney of record in the
3 probate, personal representative?

4 MR. WEBSTER: Object to the form.

5 THE WITNESS: No, I was not.

6 BY MR. PETERS:

7 Q Okay. What capacities do you have here in
8 regard to the property, if you understand my question?

9 You're a partner, a seller and a partner?

10 A I'm general partner of Grove Properties
11 Limited.

12 Q Yes, sir.

13 A I'm trustee of Mary Call Darby Collins'
14 Irrevocable Trust. I was her personal representative.
15 I think that covers it.

1 Q All right. From your perspective -- and let
2 me return to that Bates No. 00191.

3 A Okay.

4 Q From your perspective, when did this, quote,
5 "six months' written notice and opportunity to
6 purchase," end quote, when did that six months begin to
7 run as to the Board of Trustees?

8 MR. WEBSTER: Object to the form.

9 Go ahead.

10 THE WITNESS: Well, certainly when I sent them
11 a copy of the contract.

12 BY MR. PETERS:

13 Q Yes, sir. That would have been in December?

14 A Yeah, that would have been in December.

1 on my part.

2 Q Yeah. Not speculating, from your
3 perspective -- and, again, whatever document dates are,
4 they are -- the, quote, "six months' written notice and
5 opportunity to purchase," end quote, would have begun,
6 from your perspective, perhaps in December of 2011?

7 A That's my understanding. That's what people
8 seem to be traveling on. That's what the state has been
9 telling me.

10 Q All right. And you would agree that the Board
11 of Trustees meets and votes by a consensus -- based upon
12 your experience as a government lawyer -- meets and
13 votes by a majority vote consensus whenever they
14 formally meet, correct?

15 A That's right.
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1 Q You indicated that you had some discussions
2 with folks at the Department of State and eventually
3 attorneys at DEP later.

4 You never had any discussion -- isn't it
5 correct you never had any discussion with Governor Scott
6 or someone in his office about purchasing the property?

7 A No.

8 Q With Pam Bondi, someone in her office?

9 A No.

10 Q Commissioner Putnam?

11 A No.

12 Q With none of the Board of Trustees' persons or
13 immediate staff; is that correct?

14 MR. WEBSTER: Object to the form.

15 THE WITNESS: That's correct. I did think at
16 one time of calling Steve MacNamara and asking him
17 what the hell was going on, but I ultimately called
18 JuDee Dawkins.

19

20 BY MR. PETERS:

21 Q With regard to the Petition to Reopen the
22 Estate and for Formal Administration, which is one
23 plaintiff's exhibits, it's in my notebook at Bates
24 00035.

25 MR. ANDREWS: What number?

1 MR. PETERS: 00035.

2 BY MR. PETERS:

3 Q In regard to paragraph seven at page 00036,
4 the need, the justification to reopen the estate at
5 number seven is based upon the realization, which I
6 guess it just occurred immediately prior, that there was
7 a Right of First Refusal here -- whatever date that's on
8 that document that was filed was the approximate date
9 when you first became aware of the Right of First
10 Refusal; is that accurate?

11 A No.

12 Q Okay. If not at that time, how soon before
13 that was filed had you become aware of the Right of
14 First Refusal?

15 A Well, I think the exhibits we've have gone
16 through this morning or this afternoon would tell you,
17 but I think it must have been in, what, December that we
18 first asked the state for a waiver. That's when I first
19 was aware of it.

20 Q Okay. Thank you.

21 A But I didn't think there was a problem until
22 much later because we were told that the waiver was
23 going to be granted.

24 Q And it was in that context that you wrote the
25 series of letters in December 2 of '11 to the Trustees

15 BY MR. PETERS:

16 Q In regard to Bates No. 0060, that's your email
17 to Mr. Andrews indicating you had checked with family
18 members and that you were willing to settle for that
19 price, that was before the time you were aware of the
20 Right of First Refusal?

21 A Oh, yes.

22 Q In regard to Bates No. 00077, this is
23 correspondence with JuDee Dawkins, Department of State
24 July 7, 00070.

25 MR. WEBSTER: Is it 70 or 77?

1 THE WITNESS: Right.

2 BY MR. PETERS:

3 Q Again, that's at a time when you were not
4 aware that the Board of Trustees had a Right of First
5 Refusal, correct?

6 A That's correct.

7 Q And, in fact, when she responds to your
8 letter, she is expressing a lack of interest by the
9 Department of State, correct?

10 A That's what it says.

11 MR. WEBSTER: Object to the form.

12 BY MR. PETERS:

13 Q Not by the Board of Trustees?

14 MR. WEBSTER: Object to the form.

15 THE WITNESS: It says what it says.

16 BY MR. PETERS:

17 Q Thank you.

18 But as we sit here today, you don't have any
19 reason to believe that she thought she was speaking on
20 behalf of the Board of Trustees, because the letter
21 doesn't say that, does it?

22 MR. WEBSTER: Object to the form.

23 THE WITNESS: I don't know what she was
24 thinking.

25

IN THE CIRCUIT COURT FOR
LEON COUNTY, FLORIDA
PROBATE DIVISION

IN RE: ESTATE OF File No. 11 CP 814
MARY CALL DARBY COLLINS,

Deceased.

PETITION TO REOPEN ESTATE AND FOR FORMAL ADMINISTRATION

Petitioner, JOHN AURELL, alleges and shows:

1. Petitioner's interest in the captioned estate is by virtue of being designated Personal Representative under the decedent's will, and as Trustee of the Mary Call Darby Collins Revocable Trust U/A/D December 17, 1998, which Trust is the sole beneficiary named in decedent's will. Petitioner's address is 1225 Live Oak Plantation Road, Tallahassee, FL 32312, and the name and office address of Petitioner's attorney are set forth at the end of this petition.

2. Decedent, MARY CALL DARBY COLLINS, whose last known address was "The Grove" at 100 1st Avenue, Tallahassee, FL 32303, and whose age was 98 years, died testate on November 29, 2009, at Tallahassee, Florida, and at the time of death the decedent was domiciled in Leon County, Florida.

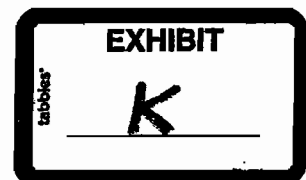
3. The name of the sole beneficiary of this estate and his address and relationship to decedent are:

<u>Name</u>	<u>Address</u>	<u>Relationship</u>	<u>Age</u>
John Aurell, Trustee of the Mary Call Darby Collins Trust U/A/D 12/17/98	see above	see above	n/a

4. Petitioner, who is qualified under the laws of the State of Florida to serve as personal representative of the decedent's estate, is entitled to preference in appointment as personal representative as provided under Section 733.301(1)(a)1., Florida Statutes.

5. The decedent's Last Will and Testament and First Codicil were admitted to probate by Order Admitting Will to Probate entered on December 9, 2011.

Recorded in the Official Records
of Leon County



6. An Order of Summary Administration was entered on December 9, 2011, with respect to the Estate of the decedent, at which time the sole estate asset, that certain parcel of real property identified in the Order of Summary Administration (the "Real Property") was distributed to John Aurell, Trustee of the Mary Call Darby Collins Trust U/A/D December 17, 1998 (the "Trustee"), the sole beneficiary of the Estate.

7. In connection with the execution of a contract to sell a portion of the subject Real Property, the Trustee discovered that the Real Property had been made subject to that certain Grant of First Right of Refusal to Purchase and Imposition of Restrictive Covenants which was executed by the decedent against the Real Property and recorded in the Public Records of Leon County at OR Book 1150, Page 1512 (the "First Right of Refusal"), a true and correct copy of which is attached hereto as Exhibit "A".

8. The First Right of Refusal, by its own terms, terminates upon "final discharge of the personal representative of the estate of the later of LeRoy Collins or Mary Call Collins to die." LeRoy Collins predeceased the decedent.

9. Petitioner believes that the Order of Summary Administrative previously granted by the Court is sufficient to satisfy the requirement that a Personal Representative be "discharged" as a condition precedent to termination of the First Right of Refusal. Nonetheless, in an abundance of caution, and in order to ensure that the First Right of Refusal is terminated, and that the Trustee has title to the Real Property, free of and from the First Right of Refusal, Petitioner has submitted this Petition to Reopen the Estate and for Formal Administration for the sole purpose of having a Personal Representative appointed, and subsequently discharged so as to remove the cloud on the Trustee's title to the Real Property.

10. With respect to claims of creditors: All claims of creditors are barred.

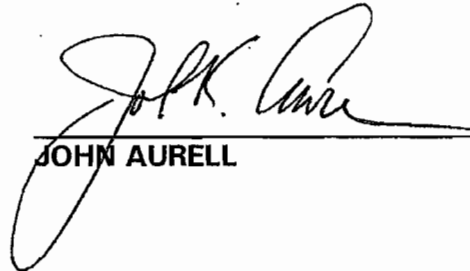
11. All assets of the Estate of Mary Call Darby Collins have heretofore been distributed pursuant to the Court's Order of Summary Administration as follows:

100% to John Aurell, Trustee of the Mary Call Darby Collins Trust U/A/D
12/17/98

NOW THEREFORE, Petitioner waives notice of hearing on this petition and requests that an Order to Re-Open Estate be entered directing the Clerk of reopen the Estate of Mary Call Darby Collins, deceased, and that he be appointed personal representative of the estate of the decedent and that the filing of bond be waived.

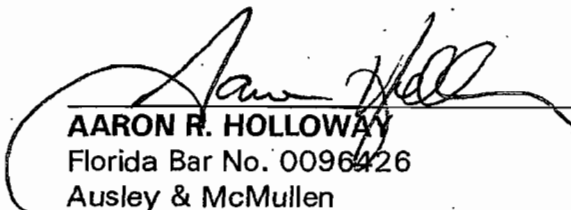
Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Signed on March 2, 2012.



JOHN AURELL

Attorney for Petitioner:



AARON R. HOLLOWAY
Florida Bar No. 0096426
Ausley & McMullen
Post Office Box 391
Tallahassee, Florida 32302
(850) 224-9115

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.

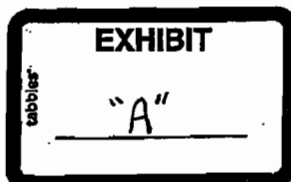
RECORDED IN THE PUBLIC
RECORDS OF
LEON COUNTY, FLORIDA
MAR 1 10 59 AM 1985
PAUL J. WATKINS
CLERK OF CIRCUIT COURT

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 instrument was prepared by
ROBERT M. ERVIN of
Ervin, Varn, Jacobs, Odom & Kitchen
Attorneys at Law
305 South California Street
Tallahassee, Florida 32304



ERVIN, VARN, JACOBS, ODOM & KITCHEN - TALLAHASSEE, FLORIDA

B. Restrictive Covenants.

DR1150PC1513

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. Drubin

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
Revised 1986 Notary Public - Insurance, Inc.

IN THE CIRCUIT COURT FOR
LEON COUNTY, FLORIDA
PROBATE DIVISION

IN RE: ESTATE OF File No. 11 CP 814

MARY CALL DARBY COLLINS,

Deceased.

FILED

12 MAR 21 PM 2:43

FILED
CLERK OF DISTRICT COURT
LEON COUNTY, FLORIDA

ORDER OF DISCHARGE

On the Petition for Discharge of **JOHN AURELL**, as personal representative of the estate of **MARY CALL DARBY COLLINS**, deceased, the court finding that the estate has been fully administered and properly distributed, that claims of creditors have been paid or otherwise disposed of, that the tax imposed by Chapter 198 of the Florida Statutes, if any, has been paid, and that the personal representative should be discharged, it therefore is

ADJUDGED that the personal representative is discharged and is released from further liability. This case is closed.

Ordered this 21st day of March, 2012.



CIRCUIT JUDGE

Conformed copies to:
Aaron R. Holloway, Attorney

h:\arh\probate\collins\order of discharge.dot

IN
COMPUTER

Recorded in the Official Records
of Leon County



Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard Jr.
Secretary

March 23, 2012

Mr. John Aurell
Grove Properties Limited
1225 Live Oak Plantation Road
Tallahassee, FL 32312

HAND DELIVERED

RE: The Grove Property
822 N. Monroe Street, Tallahassee, Florida
TITF p/f The Grove Limited

Dear Mr. Aurell:

The Board of Trustees met and exercised its right of first refusal to purchase the above property. The Division of State Lands of the Florida Department of Environmental Protection shall be the agent for the Board of Trustees in this matter. Accordingly, enclosed is the Agreement for Sale and Purchase ("Agreement") in duplicate, together with a copy of the deposit check. Please return a signed original to us no later than 5:00 p.m. EDT, March 26, 2012, per the terms of the Agreement.

By copy of this letter, we are delivering the original deposit check and a copy of the Agreement to the closing agent, Ausley & McMullen law firm for their acceptance and written confirmation of receipt of the deposit.

We look forward to working with you in making this closing as effortless as possible.

Sincerely,

Clay Smallwood
Director
Division of State Lands

CS/lgb

Enclosures

cc: Ausley & McMullen law firm

Exhibit J



STATE OF FLORIDA
FLORIDA DEPT. OF ENVIRONMENTAL PROTECTION
STATE LAND ACQUISITION REVOLVING FUND
3900 Commonwealth Drive Blvd., Ms 175
Tallahassee, FL 32303-3123

1256

61-1012/002
BRANCH 00190

Date March 22, 2012



pay to the
Order of

Analay & McMillen Trust Account

\$ 20,000.00

Twenty thousand dollars and 00/100

Dollars



Valid After 90 Days



WACHOVIA
Wachovia Bank, N.A.
wachovia.com

Kirk L. Ludwig

For deposit only, P+S from 822 N. Monroe St. Mikhael

#3710001256# 6063210125# 2079900149401

Prepared by and Return to:
Michael D. Morelly, Esq.
Senior Attorney
Florida Department of Environmental Protection
3900 Commonwealth Blvd., Carr Bldg., MS 113
Tallahassee, FL 32399

Project : The Grove
822 North Monroe Street
Tallahassee, Florida

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT (the "Agreement") is made between GROVE PROPERTIES LIMITED, whose address is 1225 LIVE OAK PLANTATION ROAD, TALLAHASSEE, FL 32312 as "Seller" and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA ("Trustees"), whose address is Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Blvd., Mail Station 115, Tallahassee, Florida 32399-3000, as "Purchaser". Purchaser's agent in all matters shall be the Division of State Lands of the Florida Department of Environmental Protection ("DSL"). The effective date of this Agreement shall be the date that the Seller executes the Agreement as indicated by the date of the Seller's signature below.

- 1. AGREEMENT TO SELL.** Seller hereby agrees to sell to the Purchaser and Purchaser hereby agrees to purchase from the Seller the real property located in Leon County, Florida, being a lot and building located at 822 North Monroe Street, Tallahassee, Florida bearing Tax Identification Number 2125204250000, and a paved lot adjacent thereto bearing Tax Identification Number 2125204200000, and more particularly described in Exhibit "A" attached hereto, together with all fixed equipment and fixtures owned by the Seller and located in or upon the building, all improvements, easements, appurtenances, hereditaments, and riparian and littoral rights, if any (the "Property"), in accordance with the provisions of this Agreement.
- 2. PURCHASE PRICE.** The purchase price for the Property is FIVE HUNDRED EIGHTY THOUSAND AND NO/100 Dollars (\$580,000.00) ("Purchase Price") which, after credit for the Deposit, will be paid by state warrant at closing directly to an escrow agent who is authorized by law to receive such payment, and who is acceptable to Purchaser. This Agreement is contingent upon determination of value of the Property as determined in accordance with Section 259.041(7), Florida Statutes ("DSL Approved Value"). If funds in the amount of the Purchase Price are not available by the closing, the closing date may be extended until such funds become available, not to exceed 60 days after the original closing date.
- 3. DEPOSIT.** A deposit of \$20,000.00 (the "Deposit") in the form of a state check accompanies this Agreement. Deposit to be held in escrow by Ausley & McMullen Law Firm ("Escrow Agent") in an interest bearing commercial money market account. The interest earned on the deposit shall be credited to the Purchaser at closing. In the event the transaction does not close and the Purchaser is entitled to return of the Deposit, the interest thereon shall be paid to the Purchaser.
- 4. INTEREST CONVEYED.** At closing, Seller shall execute and deliver to Purchaser a special warranty deed in accordance with the provisions of Florida Statutes, conveying marketable title to the Property together with all hereditaments pertaining to the Property, in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those provided in this paragraph that are acceptable encumbrances in the sole discretion of Purchaser and do not impair the marketability of the title to the Property. The Seller represents and the Purchaser acknowledges that Steven R. Andrews Law Office is a tenant and in possession of the Property under an unwritten month-to-month tenancy.

5. **TITLE INSURANCE.** Seller shall, at Seller's sole cost and expense and within 20 days of Seller's execution of this Agreement, furnish to DSL a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida revisions) from a title insurance company approved by DSL, insuring marketable title of Trustees to the Property in the amount of the Purchase Price. Seller shall require that the title insurer delete the standard exceptions of such policy referring to: (a) all taxes, (b) unrecorded rights or claims of parties in possession, (c) survey matters, (d) unrecorded easements or claims of easements, and (e) unrecorded mechanics' liens.

6. **DEFECTS IN TITLE.** If the title insurance commitment or Survey furnished pursuant to this Agreement discloses any defects in title which are not acceptable to Purchaser, Seller shall within 30 days after notice from Purchaser, remove said defects in title and the contract closing date shall be automatically extended during such period. Seller agrees to use diligent effort to correct the defects in title within the time provided therefor, including the bringing of necessary law suits. Defects arising from liens against the Property shall be satisfied at closing from Seller's proceeds. If Seller is unsuccessful in removing the title defects within said time, Purchaser shall have the option to either: (a) accept the title as it then is with a reduction in the Purchase Price by an amount determined by DSL, (b) accept the title as it then is with no reduction in the Purchase Price, (c) extend the amount of time that Seller has to remove the defects in title, or (d) terminate this Agreement, thereupon releasing Purchaser and Seller from all further obligations under this Agreement.

7. **SURVEY.** Purchaser shall, at Purchaser's sole cost and expense and within 20 days of Seller's execution, obtain a boundary survey of the Property prepared by a professional surveyor and mapper licensed by the State of Florida which meets the standards and requirements of DSL ("Survey"). The Survey shall be certified to the Purchaser and the title insurer and the date of certification shall be within 90 days before the date of closing, unless this 90 day time period is waived by DSL and by the title insurer, for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owner's title policy. If the survey shows any encroachment on the Property or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect. Seller agrees to allow Purchaser and its employees, agents and contractors reasonable access to the Property to complete the Survey.

8. **DUE DILIGENCE.** Purchaser at Purchaser's expense and within (30) days from Seller's execution of this Agreement (the "Due Diligence Period"), determine whether the Property is suitable for Purchaser's purposes. Purchaser may conduct such tests, inspections, analyses and investigations of the Property and the improvements thereon ("Inspections") that Purchaser deems necessary to determine to Purchaser's satisfaction with the Property. Purchaser will deliver written notice to Seller prior to the expiration of the Due Diligence Period of Purchaser's determination of whether or not the Property is suitable for purchase in Purchaser's sole and absolute discretion. If the Purchaser determines that the Property is not suitable, then Purchaser may notify the Seller in writing of the same and this Agreement shall be terminated and the Purchaser shall be entitled to a return of the full amount of the deposit, whereupon the parties shall be relieved of all further obligations hereunder. Purchaser's failure to comply with this notice requirement will constitute acceptance of the Property as suitable for Purchaser's intended use in its "as is" condition subject only to the conditions of paragraph 9 and 10 below.

9. **ENVIRONMENTAL SITE ASSESSMENT.** Purchaser shall, at Purchaser's sole cost and expense and prior to closing, obtain a Phase I, or if necessary, a Phase II environmental site assessment of the Property to determine the presence of any Hazardous Materials and which assessment meets the standards and requirements of DSL. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined). Seller agrees to allow Purchaser and its employees, agents and contractors reasonable access to the Property to complete the environmental site assessment. If the environmental site assessment confirms the presence of Hazardous Materials on the Property which are unacceptable to Purchaser at its sole discretion, Purchaser, at its sole option, may elect to terminate this Agreement, receive a return of the deposit together with accrued interest and neither party shall have any further obligations under this Agreement.

10. **HAZARDOUS MATERIALS.** Should Purchaser elect not to terminate this Agreement, Seller shall make a good faith effort prior to the closing and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with Environmental Law to DSL's satisfaction in its sole discretion. "Environmental Law" shall mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to the protection of the environment or human health, welfare or safety,

or to the emission, discharge, seepage, release or threatened release of any contaminant, chemical, waste, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, explosive, polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste of any kind into the environment, including, without limitation, ambient air, surface water, ground water, or land including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, The Federal Resource and Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the rules of the Florida water management districts now or at any time hereafter in effect.

11. **"AS IS" TRANSACTION.** The Property is delivered by Seller and accepted by Purchaser in "as-is" condition. Seller gives no warranty of fitness or condition of any kind whatsoever concerning the Property, except for Seller's warranty of title and Hazardous Materials located upon or under the Property. Seller agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris from the Property to the satisfaction of DSL prior to the closing. Seller agrees to maintain the condition of the property through the date of closing.

12. **PREPARATION OF CLOSING DOCUMENTS.** Seller shall furnish to Purchaser a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23, 375.031(1) and 380.08(2), Florida Statutes. Seller shall prepare and furnish the deed, closing statements and the title, possession and lien affidavit certified to the Purchaser and title insurer and an environmental affidavit on DSL forms provided by DSL. Seller shall also provide tenant estoppels for all tenants or parties in possession of the Property. All prepared documents shall be submitted to Purchaser for review and approval at least 45 days prior to the closing.

13. **DSL REVIEW FOR CLOSING.** DSL will approve or reject each item required for closing under this Agreement. If DSL rejects an item for closing which was submitted by the Seller, Seller will have 30 days thereafter to remove and resubmit any rejected item. If Seller fails to timely deliver any item, or DSL rejects any item after delivery, Purchaser may in its discretion extend the closing.

14. **EXPENSES.** Seller will pay:
Title commitment and Owner's Title Insurance
Documentary stamp tax on deed
Preparation of Seller's closing documents and corrective instruments
Recording costs of corrective instruments
Settlement fee
Seller's attorney's fees

Purchaser will pay:
Recording of deed
Environmental site assessment
Survey
Purchaser's attorney's fees

15. **TAXES AND ASSESSMENTS.** At closing, Seller shall satisfy all real estate taxes and assessments that are or may become a lien against the Property. If Purchaser acquires fee title to the Property between January 1 and November 1, Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. If Purchaser acquires fee title to the Property on or after November 1, Seller shall pay to the county tax collector an amount equal to the taxes that are determined to be legally due and payable by the county tax collector.

16. **CLOSING PLACE AND DATE.** The closing shall be on or before June 15, 2012; provided, however, that if a defect exists in the title to the Property, title commitment, survey, environmental site assessment, or any other test, report or documents required to be provided or completed and executed, the closing shall occur either on the original closing date or within 30 days after receipt of documentation removing the defects, whichever is later. In such event, Purchaser shall set the date, time and place of closing.

17. **RISK OF LOSS.** Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to Purchaser in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. If the condition of the Property is altered by an act of God or other natural force beyond the control of Seller, however, Purchaser may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement.
18. **RIGHT TO ENTER PROPERTY AND POSSESSION.** Seller agrees that from the date this Agreement is executed by Seller, Purchaser and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes, including access for appraisal inspection, in connection with this Agreement. Seller shall deliver possession of the Property to Purchaser at closing.
19. **ACCESS.** Seller warrants that there is legal and practical ingress and egress for the Property over public roads or valid, recorded easements for the use and benefit of and as an appurtenance to the Property.
20. **DEFAULT.** (a) Seller's Default. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, refuses or neglects to perform under this Agreement, Purchaser may choose to receive a return of Purchaser's deposit, without waiving the right to seek damages, or to seek specific performance. (b) Purchaser Default: If Purchaser fails to perform under this Agreement within the time specified unless extended under other provisions of this Agreement, Seller may choose to retain the deposits as liquidated damages in full settlement of all claims or to seek specific performance.
21. **BROKERS.** Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing. Seller shall indemnify and hold the Purchaser harmless from any and all such claims, whether disclosed or undisclosed.
22. **RECORDING.** Purchaser may record this Agreement, or notice of it, in the appropriate county or counties.
23. **ASSIGNMENT.** This Agreement may be assigned by Purchaser, in which event Purchaser will provide written notice of assignment to Seller. Seller may not assign this Agreement without the prior written consent of Purchaser.
24. **TIME.** Time is of essence with regard to all dates or times set forth in this Agreement.
25. **SEVERABILITY.** If any of the provisions of this Agreement are deemed to be unenforceable, the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, in Purchaser's sole discretion, the enforceability of the remaining provisions of this Agreement shall not be affected.
26. **SUCCESSORS IN INTEREST.** This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, legal representatives and successors. Whenever used, the singular shall include the plural and one gender shall include all genders.
27. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge that the legal description contained in Exhibit "A" was prepared based upon historic chain of title information, without the benefit of a current survey of the Property. The parties agree that if, in the opinion of DSL, it becomes necessary to amend the legal description of the Property to correct errors, to more properly describe the Property, to cut out portions of the Property affected by title defects unacceptable to Purchaser or which cannot be timely removed by the Seller, or to otherwise revise the legal description of the Property, the legal description to be used in the Survey and in the closing instruments required by this Agreement shall be revised by or at the direction of DSL, and shall be subject to the final approval of DSL. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Agreement. In such event, the Seller's execution and delivery of the closing instruments containing the revised legal description and the Purchaser's acceptance of said instruments and of the final Survey containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties.

Seller acknowledges that the Trustees have made various delegations of power for the purpose of land acquisition, and not all representatives of the Trustees or the DSL have authority to act in all situations. Consequently, this Agreement may be terminated by the Trustees pursuant to any provision therefor contained in this Agreement only in writing signed by the person or persons who signed this Agreement on behalf of the Trustees or that person's successor.

28. **WAIVER.** Failure of Purchaser to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

29. **AGREEMENT EFFECTIVE.** This Agreement or any modifications, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties hereto.

30. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, but all such counterparts, when duly executed, shall constitute one and the same Agreement.

31. **ADDENDUM.** Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

32. **NOTICE.** Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via facsimile transmission, mailed postage prepaid, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

33. **SURVIVAL.** The covenants, warranties, representations, indemnities and undertakings of Seller set forth in this Agreement shall survive the closing, the delivery and recording of the deed and Purchaser's possession of the Property.

34. **ESCROW AGENT.** Purchaser and Seller authorize Escrow Agent to receive, deposit and hold funds and other items in escrow and, subject to clearance, disburse them upon proper authorization and in accordance with the terms of this Agreement. Escrow Agent will deposit funds in a federally insured escrow account. The parties agree that Escrow Agent will not be liable to any person for misdelivery of escrowed items to Purchaser or Seller, unless the misdelivery is due to Escrow Agent's willful breach of this Agreement or gross negligence. If Escrow Agent interpleads the escrow, Escrow Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees to be paid out of the escrow, with such costs and fees to be charged and awarded as court costs in favor of the prevailing party.

35. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has 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 and radon testing may be obtained from your county public health unit. This notice is being provided in accordance with Section 404.056(5), Florida Statutes.

IF THIS AGREEMENT IS NOT EXECUTED BY SELLER ON OR BEFORE 5:00 P.M. EDT ON MARCH 26, 2012, THIS AGREEMENT SHALL BE AUTOMATICALLY WITHDRAWN BY PURCHASER AND THE DEPOSIT REFUNDED TO PURCHASER FORTHWITH. INDEPENDENT OF THIS AGREEMENT, THE PURCHASER HAS AND HEREBY REAFFIRMS ITS EXERCISE OF ITS RIGHT OF FIRST REFUSAL TO PURCHASE THE PROPERTY UNDER ITS AGREEMENT WITH SELLER DATED MARCH 1, 1985 AND RECORDED IN OR 1150, P.1512, PUBLIC RECORDS OF LEON COUNTY, FLORIDA. PURCHASER'S DUTY TO PERFORM

HEREUNDER IS CONTINGENT ON AN APPROPRIATION BY THE LEGISLATURE AND/OR UPON THE FUNDING OF THE APPROPRIATION THROUGH THE ISSUANCE OF FLORIDA FOREVER REVENUE BONDS BY THE STATE OF FLORIDA OR OTHER FUNDING AS PROVIDED BY THE LEGISLATURE.

SELLER

GROVE PROPERTIES LIMITED

Witness as to Seller

By: _____

As its: _____

Witness as to Seller

Social Security No. or F.E.I.N. _____

Date signed by Seller _____

Phone No. _____

8 a.m. - 5 p.m.

PURCHASER

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

BY DIVISION OF STATE LANDS OF THE
FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION

BY: _____

NAME: _____

As ITS: _____

Witness as to Purchaser

Witness as to Purchaser

Date signed by Purchaser

Approved as to Form and Legality

By: _____

Date: _____

APPROVED AS TO
FORM AND LEGALITY

MAR 20 2012

BY: MICHAEL D. MORELLY
(DEP ATTORNEY)

STATE OF FLORIDA)
COUNTY OF LEON)

The foregoing instrument was acknowledged before me this _____ day of _____, 200__, by _____ Such person(s) (Notary Public must check applicable box):

☐
☐
☐

is/are personally known to me.
produced a current driver license(s).
produced _____ as identification.

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of
Notary Public)

Commission No.: _____

My Commission Expires: _____

STATE OF FLORIDA _____
COUNTY OF LEON _____

The foregoing instrument was acknowledged before me this 23rd day of March, 2012, by Clay Smallwood, Director of the Division of State Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

(NOTARY PUBLIC SEAL)



Linda L. Godfrey
Notary Public

(Printed, Typed or Stamped Name of
Notary Public)

Commission No.: _____

My Commission Expires: _____

Exhibit "A"

(Deed Book 51, Page 484)

Situate in the Southeast ¼ of Section 25, Township 1 North, Range 1 West, Beginning at a point 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 Deed Book "BB", Page 592, in the Office of the Clerk of the Circuit Court of Leon County, Florida, thence North 100 feet, then West 150 feet, then South 100 feet, then East 100 feet to the Place of Beginning. LESS AND EXCEPT that portion conveyed to the State Road Department of Florida recorded in Official Records Book 95, Page 87 and Official Records Book 190, Page 427 of the Public Records of Leon County, Florida.

AND

(Official Records book 4284, Page 98)

A parcel of land in the Southeast ¼ 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°53'34" East 700 feet along the North boundary line of the Grove property (South boundary 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°06'26" East along said old West right-of-way boundary 504 feet, thence run South 89°53'34" West 12.08 feet to the existing Westerly right-of-way boundary of Monroe Street (State Road No. 63), thence continue South 89°53'34" West a distance of 167.92 feet, thence South 00°06'26" East 112.0 feet, thence North 89°53'34" East 168.54 feet to the existing Westerly right-of-way boundary of Monroe Street (State Road No. 63), thence run North 00°06'26" West along said Westerly right-of-way boundary a distance 112.0 feet to the POINT OF BEGINNING; LESS AND EXCEPT that portion thereof obtained by the State Road Department of Florida for right-of-way purposes by virtue of that Final Judgment dated November 28, 1966, and recorded in Official Records Book 248, Page 247 of the Public Records of Leon County, Florida.

**The Grove Addition
Leon County**

**BSM
BY SK
Date: 3.23.2012**

GROVE PROPERTIES LIMITED

P. O. Box 13565
Tallahassee, FL 32317
(850) 556-8861 - johnanurell@gsa.com

March 26, 2012

Mr. Clay Smallwood, Director
Division of State Lands
Florida Department of Environmental Protection
Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

RE: Grove Properties Limited
822 N. Monroe Street, Tallahassee, Florida
TITF p/f The Grove Limited

Dear Mr. Smallwood:

This is to acknowledge receipt of your letter dated March 23, 2012, concerning the property located at 822 N. Monroe Street, together with a form of Agreement for Sale and Purchase and a \$20,000 check payable to Ausley & McMullen Trust Account. For the following reasons, I am returning to you with this letter the \$20,000 check and form of contract, which I have not signed:

1. The matter of the State's right of first refusal is presently involved in litigation between the State and Steven Andrews. Mr. Andrews alleges that the State's right of first refusal has expired by its terms or is otherwise not in effect. Unless and until the Court determines the validity and effectiveness of the right of first refusal, we do not feel it appropriate for us to enter into an agreement with the State.

2. The form of contract delivered by your letter of March 23 differs substantially from the contract pursuant to which Mr. Andrews has agreed to purchase the property. I furnished the State with a copy of the Andrews contract in December, 2011. Any contract submitted by the State in connection with its exercise of the right of first refusal must be substantially and materially identical to the terms, conditions, and provisions of the Grove Properties Limited/Steven R. Andrews contract. It is clear on its face that the form of contract submitted by the State is materially different from the Andrews contract.

Sincerely,

GROVE PROPERTIES LIMITED

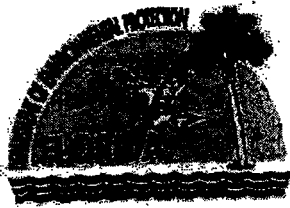
By: 
John K. Anrell
Attn General Partner

JKA/pf

cc: Ausley & McMullen, P.A.

Exhibit K





Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard, MS-115
Tallahassee, Florida 32399-3000

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard Jr.
Secretary

June 11, 2012

Mr. John Aurell
Grove Properties Limited
1225 Live Oak Plantation Road
Tallahassee, FL 32312

HAND DELIVERED

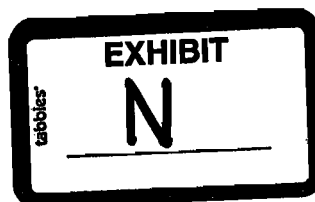
RE: The Grove Property
822 N. Monroe Street, Tallahassee, Florida (the "Property")
TITF p/T The Grove Limited (the Grove)

Dear Mr. Aurell:

The Board of Trustees (the "TITF") timely exercised its right of first refusal to purchase the above Property. On March 23, 2012, a purchase contract (the "Contract"), a copy of which is attached, memorializing the terms of TITF's purchase of the Property was delivered to you and was subsequently rejected by the Grove under your letter of March 26, 2012.

Please note that since the original Contract that was presented to you on March 23, 2012, DEP has completed its due diligence and the purchase of the Property is no longer subject to the conditions of paragraphs 5, 6, 7, 8, 9, 10, and the DSL Approved Value contingency of paragraph 2 to the Contract. Please be advised that TITF is ready willing and able to close the purchase of the Property on or before June 19, 2012.

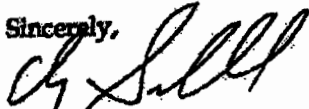
By copy of this letter, we are delivering the original deposit check and a copy of the



Mr. John Aurell
June 11, 2012
Page 2

Contract to the closing agent, Ausley & McMullen law firm for their written confirmation of receipt of the deposit.

Sincerely,



Clay Smallwood
Director
Division of State Lands

CS/lgb

Enclosures: Check no. 1259 dated June 8, 2012 in the amount of \$20,000
Contract dated March 23, 2012

cc: Ausley & McMullen law firm with enclosures

STATE OF FLORIDA
FLORIDA DEPT. OF ENVIRONMENTAL PROTECTION
STATE LAND ACQUISITION REVOLVING FUND
3500 Commonwealth Drive Blvd., Me 175
Tallahassee, FL 32305-3123

1259

03-1013/002
03/04/01 00:00

Date 6/8/12

Pay to the order of County of Marion, Fla. account \$ 20,000.00

County of Marion, Fla. account Dollars 20,000.00

Void After 90 Days

WACHOVIA
Wachovia Bank, N.A.
Charlotte, NC

Beaumont ASG

Mike Long

⑆3710001259⑆ ⑆063210125⑆ 2079900149401⑆

Prepared by and Return to:
Michael D. Morelly, Esq.
Senior Attorney
Florida Department of Environmental Protection
3900 Commonwealth Blvd., Carr Bldg., MS 115
Tallahassee, FL 32399

Project : The Grove
822 North Monroe Street
Tallahassee, Florida

AGREEMENT FOR SALE AND PURCHASE

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1. **AGREEMENT TO SELL.** Seller hereby agrees to sell to the Purchaser and Purchaser hereby agrees to purchase from the Seller the real property located in Leon County, Florida, being a lot and building located at 822 North Monroe Street, Tallahassee, Florida bearing Tax Identification Number 2125204250000, and a paved lot adjacent thereto bearing Tax Identification Number 2125204200000, and more particularly described in Exhibit "A" attached hereto, together with all fixed equipment and fixtures owned by the Seller and located in or upon the building, all improvements, easements, appurtenances, hereditaments, and riparian and littoral rights, if any (the "Property"), in accordance with the provisions of this Agreement.

2. **PURCHASE PRICE.** The purchase price for the Property is FIVE HUNDRED EIGHTY THOUSAND AND NO/100 Dollars (\$580,000.00) ("Purchase Price") which, after credit for the Deposit, will be paid by state warrant at closing directly to an escrow agent who is authorized by law to receive such payment, and who is acceptable to Purchaser. This Agreement is contingent upon determination of value of the Property as determined in accordance with Section 259.041(7), Florida Statutes ("DSL Approved Value"). If funds in the amount of the Purchase Price are not available by the closing, the closing date may be extended until such funds become available, not to exceed 60 days after the original closing date.

3. **DEPOSIT.** A deposit of \$20,000.00 the ("Deposit") in the form of a state check accompanies this Agreement. Deposit to be held in escrow by Ausley & McMullen Law Firm ("Escrow Agent") in an interest bearing commercial money market account. The interest earned on the deposit shall be credited to the Purchaser at closing. In the event the transaction does not close and the Purchaser is entitled to return of the Deposit, the interest thereon shall be paid to the Purchaser.

4. **INTEREST CONVEYED.** At closing, Seller shall execute and deliver to Purchaser a special warranty deed in accordance with the provisions of Florida Statutes, conveying marketable title to the Property together with all hereditaments pertaining to the Property, in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those provided in this paragraph that are acceptable encumbrances in the sole discretion of Purchaser and do not impair the marketability of the title to the Property. The Seller represents and the Purchaser acknowledges that Steven R. Andrews Law Office is a tenant and in possession of the Property under an unwritten month-to-month tenancy.

5. **TITLE INSURANCE.** Seller shall, at Seller's sole cost and expense and within 20 days of Seller's execution of this Agreement, furnish to DSL a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida revisions) from a title insurance company approved by DSL, insuring marketable title of Trustees to the Property in the amount of the Purchase Price. Seller shall require that the title insurer delete the standard exceptions of such policy referring to: (a) all taxes, (b) unrecorded rights or claims of parties in possession, (c) survey matters, (d) unrecorded easements or claims of easements, and (e) unrecorded mechanics' liens.

6. **DEFECTS IN TITLE.** If the title insurance commitment or Survey furnished pursuant to this Agreement discloses any defects in title which are not acceptable to Purchaser, Seller shall within 30 days after notice from Purchaser, remove said defects in title and the contract closing date shall be automatically extended during such period. Seller agrees to use diligent effort to correct the defects in title within the time provided therefore, including the bringing of necessary law suits. Defects arising from liens against the Property shall be satisfied at closing from Seller's proceeds. If Seller is unsuccessful in removing the title defects within said time, Purchaser shall have the option to either: (a) accept the title as it then is with a reduction in the Purchase Price by an amount determined by DSL, (b) accept the title as it then is with no reduction in the Purchase Price, (c) extend the amount of time that Seller has to remove the defects in title, or (d) terminate this Agreement, thereupon releasing Purchaser and Seller from all further obligations under this Agreement.

7. **SURVEY.** Purchaser shall, at Purchaser's sole cost and expense and within 20 days of Seller's execution, obtain a boundary survey of the Property prepared by a professional surveyor and mapper licensed by the State of Florida which meets the standards and requirements of DSL ("Survey"). The Survey shall be certified to the Purchaser and the title insurer and the date of certification shall be within 90 days before the date of closing, unless this 90 day time period is waived by DSL and by the title insurer, for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owner's title policy. If the survey shows any encroachment on the Property or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect. Seller agrees to allow Purchaser and its employees, agents and contractors reasonable access to the Property to complete the Survey.

8. **DUE DILIGENCE.** Purchaser at Purchaser's expense and within (30) days from Seller's execution of this Agreement (the "Due Diligence Period"), determine whether the Property is suitable for Purchaser's purposes. Purchaser may conduct such tests, inspections, analyses and investigations of the Property and the improvements thereon ("Inspections") that Purchaser deems necessary to determine to Purchaser's satisfaction with the Property. Purchaser will deliver written notice to Seller prior to the expiration of the Due Diligence Period of Purchaser's determination of whether or not the Property is suitable for purchase in Purchaser's sole and absolute discretion. If the Purchaser determines that the Property is not suitable, then Purchaser may notify the Seller in writing of the same and this Agreement shall be terminated and the Purchaser shall be entitled to a return of the full amount of the deposit, whereupon the parties shall be relieved of all further obligations hereunder. Purchaser's failure to comply with this notice requirement will constitute acceptance of the Property as suitable for Purchaser's intended use in its "as is" condition subject only to the conditions of paragraph 9 and 10 below.

9. **ENVIRONMENTAL SITE ASSESSMENT.** Purchaser shall, at Purchaser's sole cost and expense and prior to closing, obtain a Phase I, or if necessary, a Phase II environmental site assessment of the Property to determine the presence of any Hazardous Materials and which assessment meets the standards and requirements of DSL. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined). Seller agrees to allow Purchaser and its employees, agents and contractors reasonable access to the Property to complete the environmental site assessment. If the environmental site assessment confirms the presence of Hazardous Materials on the Property which are unacceptable to Purchaser at its sole discretion, Purchaser, at its sole option, may elect to terminate this Agreement, receive a return of the deposit together with accrued interest and neither party shall have any further obligations under this Agreement.

10. **HAZARDOUS MATERIALS.** Should Purchaser elect not to terminate this Agreement, Seller shall make a good faith effort prior to the closing and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with Environmental Law to DSL's satisfaction in its sole discretion. "Environmental Law" shall mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to the protection of the environment or human health, welfare or safety,

or to the emission, discharge, seepage, release or threatened release of any contaminant, chemical, waste, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, explosive, polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste of any kind into the environment, including, without limitation, ambient air, surface water, ground water, or land including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, The Federal Resource and Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the rules of the Florida water management districts now or at any time hereafter in effect.

11. **"AS IS" TRANSACTION.** The Property is delivered by Seller and accepted by Purchaser in "as-is" condition. Seller gives no warranty of fitness or condition of any kind whatsoever concerning the Property, except for Seller's warranty of title and Hazardous Materials located upon or under the Property. Seller agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris from the Property to the satisfaction of DSL prior to the closing. Seller agrees to maintain the condition of the property through the date of closing.

12. **PREPARATION OF CLOSING DOCUMENTS.** Seller shall furnish to Purchaser a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23, 375.031(1) and 380.08(2), Florida Statutes. Seller shall prepare and furnish the deed, closing statements and the title, possession and lien affidavit certified to the Purchaser and title insurer and an environmental affidavit on DSL forms provided by DSL. Seller shall also provide tenant estoppels for all tenants or parties in possession of the Property. All prepared documents shall be submitted to Purchaser for review and approval at least 45 days prior to the closing.

13. **DSL REVIEW FOR CLOSING.** DSL will approve or reject each item required for closing under this Agreement. If DSL rejects an item for closing which was submitted by the Seller, Seller will have 30 days thereafter to remove and resubmit any rejected item. If Seller fails to timely deliver any item, or DSL rejects any item after delivery, Purchaser may in its discretion extend the closing.

14. **EXPENSES.** Seller will pay:
Title commitment and Owner's Title Insurance
Documentary stamp tax on deed
Preparation of Seller's closing documents and corrective instruments
Recording costs of corrective instruments
Settlement fee
Seller's attorney's fees

Purchaser will pay:
Recording of deed
Environmental site assessment
Survey
Purchaser's attorney's fees

15. **TAXES AND ASSESSMENTS.** At closing, Seller shall satisfy all real estate taxes and assessments that are or may become a lien against the Property. If Purchaser acquires fee title to the Property between January 1 and November 1, Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. If Purchaser acquires fee title to the Property on or after November 1, Seller shall pay to the county tax collector an amount equal to the taxes that are determined to be legally due and payable by the county tax collector.

16. **CLOSING PLACE AND DATE.** The closing shall be on or before June 19, 2012; provided, however, that if a defect exists in the title to the Property, title commitment, survey, environmental site assessment, or any other test, report or documents required to be provided or completed and executed, the closing shall occur either on the original closing date or within 30 days after receipt of documentation removing the defects, whichever is later. In such event, Purchaser shall set the date, time and place of closing.

17. **RISK OF LOSS.** Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to Purchaser in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. If the condition of the Property is altered by an act of God or other natural force beyond the control of Seller, however, Purchaser may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement.
18. **RIGHT TO ENTER PROPERTY AND POSSESSION.** Seller agrees that from the date this Agreement is executed by Seller, Purchaser and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes, including access for appraisal inspection, in connection with this Agreement. Seller shall deliver possession of the Property to Purchaser at closing.
19. **ACCESS.** Seller warrants that there is legal and practical ingress and egress for the Property over public roads or valid, recorded easements for the use and benefit of and as an appurtenance to the Property.
20. **DEFAULT.** (a) **Seller's Default.** If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, refuses or neglects to perform under this Agreement, Purchaser may choose to receive a return of Purchaser's deposit, without waiving the right to seek damages, or to seek specific performance. (b) **Purchaser Default:** If Purchaser fails to perform under this Agreement within the time specified unless extended under other provisions of this Agreement, Seller may choose to retain the deposits as liquidated damages in full settlement of all claims or to seek specific performance.
21. **BROKERS.** Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing. Seller shall indemnify and hold the Purchaser harmless from any and all such claims, whether disclosed or undisclosed.
22. **RECORDING.** Purchaser may record this Agreement, or notice of it, in the appropriate county or counties.
23. **ASSIGNMENT.** This Agreement may be assigned by Purchaser, in which event Purchaser will provide written notice of assignment to Seller. Seller may not assign this Agreement without the prior written consent of Purchaser.
24. **TIME.** Time is of essence with regard to all dates or times set forth in this Agreement.
25. **SEVERABILITY.** If any of the provisions of this Agreement are deemed to be unenforceable, the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, in Purchaser's sole discretion, the enforceability of the remaining provisions of this Agreement shall not be affected.
26. **SUCCESSORS IN INTEREST.** This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, legal representatives and successors. Whenever used, the singular shall include the plural and one gender shall include all genders.
27. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge that the legal description contained in Exhibit "A" was prepared based upon historic chain of title information, without the benefit of a current survey of the Property. The parties agree that if, in the opinion of DSL, it becomes necessary to amend the legal description of the Property to correct errors, to more properly describe the Property, to cut out portions of the Property affected by title defects unacceptable to Purchaser or which cannot be timely removed by the Seller, or to otherwise revise the legal description of the Property, the legal description to be used in the Survey and in the closing instruments required by this Agreement shall be revised by or at the direction of DSL, and shall be subject to the final approval of DSL. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Agreement. In such event, the Seller's execution and delivery of the closing instruments containing the revised legal description and the Purchaser's acceptance of said instruments and of the final Survey containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties.

Seller acknowledges that the Trustees have made various delegations of power for the purpose of land acquisition, and not all representatives of the Trustees or the DSL have authority to act in all situations. Consequently, this Agreement may be terminated by the Trustees pursuant to any provision therefor contained in this Agreement only in writing signed by the person or persons who signed this Agreement on behalf of the Trustees or that person's successor.

28. **WAIVER.** Failure of Purchaser to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

29. **AGREEMENT EFFECTIVE.** This Agreement or any modifications, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties hereto.

30. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, but all such counterparts, when duly executed, shall constitute one and the same Agreement.

31. **ADDENDUM.** Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

32. **NOTICE.** Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via facsimile transmission, mailed postage prepaid, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

33. **SURVIVAL.** The covenants, warranties, representations, indemnities and undertakings of Seller set forth in this Agreement shall survive the closing, the delivery and recording of the deed and Purchaser's possession of the Property.

34. **ESCROW AGENT.** Purchaser and Seller authorize Escrow Agent to receive, deposit and hold funds and other items in escrow and, subject to clearance, disburse them upon proper authorization and in accordance with the terms of this Agreement. Escrow Agent will deposit funds in a federally insured escrow account. The parties agree that Escrow Agent will not be liable to any person for misdelivery of escrowed items to Purchaser or Seller, unless the misdelivery is due to Escrow Agent's willful breach of this Agreement or gross negligence. If Escrow Agent interpleads the escrow, Escrow Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees to be paid out of the escrow, with such costs and fees to be charged and awarded as court costs in favor of the prevailing party.

35. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has 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 and radon testing may be obtained from your county public health unit. This notice is being provided in accordance with Section 404.056(5), Florida Statutes.

IF THIS AGREEMENT IS NOT EXECUTED BY SELLER ON OR BEFORE 5:00 P.M. EDT ON MARCH 26, 2012, THIS AGREEMENT SHALL BE AUTOMATICALLY WITHDRAWN BY PURCHASER AND THE DEPOSIT REFUNDED TO PURCHASER PORTHWITH. INDEPENDENT OF THIS AGREEMENT, THE PURCHASER HAS AND HEREBY REAFFIRMS ITS EXERCISE OF ITS RIGHT OF FIRST REFUSAL TO PURCHASE THE PROPERTY UNDER ITS AGREEMENT WITH SELLER DATED MARCH 1, 1985 AND RECORDED IN OR 1150, P.1512, PUBLIC RECORDS OF LEON COUNTY, FLORIDA. PURCHASER'S DUTY TO PERFORM

HEREUNDER IS CONTINGENT ON AN APPROPRIATION BY THE LEGISLATURE AND/OR UPON THE FUNDING OF THE APPROPRIATION THROUGH THE ISSUANCE OF FLORIDA FOREVER REVENUE BONDS BY THE STATE OF FLORIDA OR OTHER FUNDING AS PROVIDED BY THE LEGISLATURE.

SELLER

GROVE PROPERTIES LIMITED

Witness as to Seller

By: _____

As its: _____

Social Security No. or F.E.I.N. _____

Witness as to Seller

Date signed by Seller _____

Phone No. _____

8 a.m. - 5 p.m.

PURCHASER

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

BY DIVISION OF STATE LANDS OF THE
FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION

BY: _____

NAME: _____

As ITS: _____

Witness as to Purchaser

Witness as to Purchaser

Date signed by Purchaser

Approved as to Form and Legality

By: _____

Date: _____

**APPROVED AS TO
FORM AND LEGALITY**

MAR 20 2012

**BY: MICHAEL D. MORELLY
(DEP ATTORNEY)**

STATE OF FLORIDA)
COUNTY OF LEON)

The foregoing instrument was acknowledged before me this _____ day of _____, 200__, by _____, Such person(s) (Notary Public must check applicable box):

☐ is/are personally known to me.
☐ produced a current driver license(s).
☐ produced _____ as identification.

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of
Notary Public)

Commission No.: _____

My Commission Expires: _____

STATE OF FLORIDA _____
COUNTY OF LEON _____

The foregoing instrument was acknowledged before me this 23rd day of March, 2012, by Clay Smallwood, Director of the Division of State Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

(NOTARY PUBLIC SEAL)



Lyndal Godfrey
Notary Public

(Printed, Typed or Stamped Name of
Notary Public)

Commission No.: _____

My Commission Expires: _____

Exhibit "A"

(Deed Book 51, Page 484)

Situate in the Southeast $\frac{1}{4}$ of Section 25, Township 1 North, Range 1 West, Beginning at a point 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 Deed Book "BB", Page 592, in the Office of the Clerk of the Circuit Court of Leon County, Florida, thence North 100 feet; then West 150 feet, then South 100 feet, then East 100 feet to the Place of Beginning. LESS AND EXCEPT that portion conveyed to the State Road Department of Florida recorded in Official Records Book 95, Page 87 and Official Records Book 190, Page 427 of the Public Records of Leon County, Florida.

AND

(Official Records book 4284, Page 98)

A parcel of land in the Southeast $\frac{1}{4}$ 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 $89^{\circ}53'34''$ East 700 feet along the North boundary line of the Grove property (South boundary 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 $00^{\circ}06'26''$ East along said old West right-of-way boundary 504 feet, thence run South $89^{\circ}53'34''$ West 12.08 feet to the existing Westerly right-of-way boundary of Monroe Street (State Road No. 63), thence continue South $89^{\circ}53'34''$ West a distance of 167.92 feet, thence South $00^{\circ}06'26''$ East 112.0 feet, thence North $89^{\circ}53'34''$ East 168.54 feet to the existing Westerly right-of-way boundary of Monroe Street (State Road No. 63), thence run North $00^{\circ}06'26''$ West along said Westerly right-of-way boundary a distance 112.0 feet to the POINT OF BEGINNING; LESS AND EXCEPT that portion thereof obtained by the State Road Department of Florida for right-of-way purposes by virtue of that Final Judgment dated November 28, 1966, and recorded in Official Records Book 248, Page 247 of the Public Records of Leon County, Florida.

The Grove Addition
Leon County



Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard, MS-115
Tallahassee, Florida 32399-3000

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard Jr.
Secretary

June 18, 2012

BY HAND DELIVERY

Palmer Proctor, Esquire
Ausley & McMullen
123 S. Calhoun St.
Tallahassee, Florida 32301

**RE: The Grove Property
822 N. Monroe Street, Tallahassee, Florida (the "Property")
TIITF p/f The Grove Limited (the Grove")**

Dear Mr. Proctor:

The Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("TIITF") timely exercised its right of first refusal to purchase the above Property. On March 23, 2012, a purchase contract memorializing the terms of TIITF's purchase of the Property was delivered to the Seller together with the state's check for \$20,000 as the deposit due on the contract. Seller rejected that tender. On June 12, 2012, the check and contract were again tendered by TIITF to the Seller and your firm.

Under the provisions of the right of first refusal and the written notice given by Seller to TIITF thereunder, closing is to occur on or before June 19, 2012. As a result you will find enclosed the state's warrant in the amount of \$560,027.00 representing the balance of the purchase price after application of the \$20,000 deposit previously provided to you, plus the recording fees required to be paid by Buyer under the provisions of the contract. This warrant is tendered to you in trust and may be released to Seller on Seller's delivery to you of the documents required by it under the provisions of the contract, duly executed. If Seller has not tendered performance on or before the close of business on June 22, 2012, kindly return the enclosed warrant and the state's \$20,000 deposit to me.

The contract also requires TIITF to provide forms for certain of the closing documents. You also will find enclosed those forms though you may substitute substantially similar



Palmer Proctor, Esquire
June 18, 2012
Page 2

documents if you prefer not to use the state's forms. We will appreciate an opportunity to review any substitute forms and the marked-up title commitment prior to the closing of escrow.

Thank you for your assistance with this matter.

Sincerely,



Clay Smallwood
Director
Division of State Lands

CS/lgb

Enclosures: Warrant No. 24-1301724-0 dated June 14, 2012 in the amount of
\$560,027.00.
Closing forms.

cc: Mr. John Aurell without enclosures
Grove Properties Limited
1225 Live Oak Plantation Road
Tallahassee, FL 32312

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
REMITTANCE ADVICE

FLAIR ACCOUNT CODE	OLO	SITE	DOCUMENT NUMBER	OBJECT	DATE	PAYMENT NO
37-202348020-37100200-00-08410809	370000	08	D2000678795	5620	06/14/12	1301724
PAYMENT AMOUNT						\$ 560,027.00

AUSLEY & MCMULLEN, P.A.
TRUST ACCOUNT
123 SOUTH CALHOUN ST.
TALLAHASSEE FL 32301

AGENCY DOCUMENT NO
VF07161

PLEASE DIRECT QUESTIONS TO: (850) 248-2485, CONTRACT DISBURSEMENT SECTION

VENDORS NOW CAN VIEW PAYMENT INFORMATION AT [HTTP://FLAIR.DBF.STATE.FL.US](http://FLAIR.DBF.STATE.FL.US)

INVOICE NUMBER	AMOUNT
06132012	\$ 560,027.00

DETACH CAREFULLY AND RETAIN FOR YOUR RECORDS BEFORE CASHING OR DEPOSITING THE WARRANT

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND. CAPITOL BUILDING MUST APPEAR BELOW TO BE AUTHENTIC.

FLAIR ACCOUNT CODE: 37-202348020-37100200-00-08410809
OLO: 370000 SITE: 08 DOCUMENT NUMBER: D2000678795 OBJECT: 5620 DATE: 06/14/12 WARRANT NO: 83-1012
CONTRACT: (850) 248-2485 FOR PAYMENT QUESTIONS
VOID AFTER 12 MONTHS

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES

PAY
FIVE HUNDRED SIXTY THOUSAND TWENTY SEVEN & 00/100 DOLLARS

AMOUNT
\$560,027.00

EXPENSE WARRANT

TO THE ORDER OF: AUSLEY & MCMULLEN, P.A.
TRUST ACCOUNT
123 SOUTH CALHOUN ST.
TALLAHASSEE FL 32301

TO: DIVISION OF TREASURY
TALLAHASSEE

JEFF ATWATER, CHIEF FINANCIAL OFFICER

2413017240# :063210125: 2079900545225#

This Instrument Prepared By and Return To:

SPECIAL WARRANTY DEED

THIS INDENTURE, made this ____ day of _____ 2012,
between _____

whose address is _____, Florida 32712, Grantor, and the BOARD OF
TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF
THE STATE OF FLORIDA, whose post office address is c/o Florida
Department of Environmental Protection, Division of State Lands, 3900
Commonwealth Boulevard, Mail Station 115, Tallahassee, FL 32399-3000,
grantee,

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this
instrument and their legal representatives, successors and assigns. "Grantor" and
"grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said grantor, for and in consideration of the sum of \$10.00 and other good and valuable
considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and
sold to the said grantee, and grantee's successors and assigns forever, the following described land situate, lying and being in Leon
County, Florida, to-wit:

See Exhibit "A" attached hereto and by reference made a part hereof.

Property Appraiser's Parcel ID Number:

This conveyance is subject to easements, restrictions, limitations, and conditions of record if any now exist, but any such
interests that may have been terminated are not hereby re-imposed.

TO HAVE AND TO HOLD the same unto the said grantee in fee simple forever.

AND the said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of
all persons claiming by, through or under the said grantor, but against none other.

IN WITNESS WHEREOF the grantor has executed these presents, the day and year first written.

Signed, sealed and delivered in the presence of:

BY: _____

(Signature or First Witness)

BY: _____

Printed name of First Witness

(Signature of Second Witness)

Printed name of Second Witness

STATE OF _____

COUNTY OF _____

ADDENDUM
BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT
(CORPORATION/PARTNERSHIP)

Before me, the undersigned authority, personally appeared _____ ("affiant"),
this _____ day of _____, 2012, who, first being duly sworn, deposes and says:

1) That affiant is the _____ of _____, as "Seller", whose address is
_____, and in such capacity has personal knowledge
of the matters set forth herein and has been duly authorized by Seller to make this affidavit on Seller's behalf. That Seller is
the record owner of the Property. As required by Section 286.23, Florida Statutes, and subject to the penalties prescribed for
perjury, the following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding 5% or more of the
beneficial interest in the disclosing entity: (if more space is needed, attach separate sheet)

<u>Name</u>	<u>Address</u>	<u>Interest</u>
-------------	----------------	-----------------

2) That to the best of the affiant's knowledge, all persons who have a financial interest in this real estate transaction or who
have received or will receive real estate commissions, attorney's or consultant's fees or any other fees or other benefits
incident to the sale of the Property are: (if non-applicable, please indicate "None" or "Non-Applicable")

<u>Name</u>	<u>Address</u>	<u>Reason for Payment</u>	<u>Amount</u>
-------------	----------------	---------------------------	---------------

3) That, to the best of the affiant's knowledge, the following is a true history of all financial transactions (including any
existing option or purchase agreement in favor of affiant) concerning the Property which have taken place or will take place
during the last five years prior to the conveyance of title to the State of Florida: (If non-applicable, please indicate "None")

or "Non-Applicable")

Name and Address
of Parties Involved

Date

Type of
Transaction

Amount of
Transaction

This affidavit is given in compliance with the provisions of Sections 286.23, 375.031(1), and 380.08(2), Florida Statutes.

AND FURTHER AFFIANT SAYETH NOT.

AFFIANT

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2012, by _____. Such person(s) (Notary Public must check applicable box):

- ☐ is/are personally known to me.
☐ produced a current driver license(s).
☐ produced _____ as identification.

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of
Notary Public)

Commission No.: _____

My Commission Expires: _____

SETTLEMENT STATEMENT

NAME AND ADDRESS OF PURCHASER**BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT****TRUST FUND OF THE STATE OF FLORIDA
3900 Commonwealth Blvd., MS 115
Tallahassee, Florida 32399****MANAGING AGENCY:****NAME AND ADDRESS OF SELLER****Grove Properties Limited, and John Aurell, Trustee
1225 Live Oak Plantation Road
Tallahassee, Florida 32312****SETTLEMENT DATE:****SETTLEMENT AGENT:****PROPERTY LOCATION
SEE EXHIBIT "A" ATTACHED****FILE NUMBER:****SUMMARY OF PURCHASER'S COSTS****PURCHASE PRICE:****LESS DEPOSIT PAID****TOTAL DUE****SETTLEMENT COSTS FROM
ATTACHED PAGE****SUMMARY OF SELLER'S COSTS****PURCHASE PRICE:****LESS DEPOSIT RECEIVED****TOTAL DUE SELLER:****SETTLEMENT COSTS FROM
ATTACHED PAGE****TOTAL (DUE FROM PURCHASER)****TOTAL (SELLER PROCEEDS)**

ITEMIZED ACQUISITION COSTS

PAID FROM
PURCHASER'S
FUNDS AT
SETTLEMENT

PAID FROM
SELLER'S
FUNDS AT
SETTLEMENT

ITEMS TO BE PAID IN ADVANCE

2011 Property Taxes:

2012 Property Taxes:

TITLE CHARGES

Settlement or Closing fee to:

Title examination to:

Title insurance binder to:

Title Insurance to:

Owner's Coverage:

GOVERNMENT RECORDING AND TRANSFER CHARGES

Recording fees:

ADDITIONAL SETTLEMENT CHARGES

Environmental site assessment

Survey

TOTAL ACQUISITION CHARGES:

Parties agree that no liability is assumed by Settlement Agent for the accuracy of the information furnished by others as shown on the Settlement Statement. Settlement Agent hereby expressly reserves the right to deposit any amounts collected for disbursement in an interest bearing account in a Federally insured institution and to credit any interest so earned to its own account as additional compensation for its services in this transaction.

CERTIFICATION OF PURCHASER, SELLER AND MANAGING AGENCY

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

PURCHASER:
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA

SELLER:

BY: _____
MICHAEL MORELLO, SENIOR ATTORNEY
Department of Environmental Protection
As attorney for and on behalf of the

BY: _____

**TITLE, POSSESSION & LIEN AFFIDAVIT
(CORPORATE)**

_____, ("Affiant"), being first duly sworn, deposes and says that Affiant on behalf of Seller (as hereinafter defined) makes these representations to the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA** ("Purchaser"), and to _____, and _____, (collectively, "title insurer"), to induce Purchaser to purchase and title insurer to insure the fee simple title to that certain real property described below, and Affiant further states:

1. That the Affiant is the _____ ("Seller") and in such capacity has personal knowledge of the matters set forth herein, and he has been authorized by the Seller to make this Affidavit on Seller's behalf.
2. Seller is the sole owner in fee simple and now in possession of the real property together with the improvements located thereon described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter the "Property").
3. The Property is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description whatsoever, except for easements, restrictions, or other title matters listed in the schedule of exceptions in the title insurance policy to insure the fee simple title to the Property to be received by Purchaser in this transaction pursuant to the title commitment issued in this transaction.
4. There are no matters pending against the Seller that could give rise to a lien that would attach to the Property or cause a loss of title or impair the title between the last title insurance commitment effective date, and the recording of the fee simple title to be insured, and the Seller has not and will not execute any instrument that would adversely affect the fee simple title to be insured.
5. Seller has undisputed possession of the Property; there is no other person or entity in possession or who has any possessory right in the Property; and Seller knows of no defects in the fee simple title to the Property.
6. No "Notice of Commencement" has been recorded which pertains to the Property since the last title insurance commitment effective date, there are no unrecorded laborer's, mechanic's or materialmen's liens against the Property, and no material has been furnished to the Property for which payment has not been paid in full.
7. Within the past 90 days there have been no improvements, alterations, or repairs to the Property for which the costs thereof remain unpaid, and that within the past 90 days there have been no claims for labor or material furnished for repairing or improving the same, which remain unpaid.
8. There are not due, or to come due, unpaid bills, liens or assessments for mowing, water, sanitary sewers, paving or other public utilities or improvements made by any governmental authority. Should any bill be found which relates to the period of Seller's possession, Seller will pay such bill upon demand. No notice has been received of any public hearing regarding future or pending zoning changes or assessments for improvements by any governmental authority.
9. There are no unrecorded deeds, agreements for deed, judgments, liens, mortgages, easements or rights of way for users, or adverse interests with respect to the Property.
10. If this is improved Property that Seller is the owner of, there are no claims, liens or security interests whatsoever of any kind or description against the furniture, fixtures, equipment and personal property located in the improvements on the Property and sold as part of this transaction. All tangible personal property taxes are paid in full.
11. There are no existing contracts for sale affecting the Property except for the contract between Seller and Purchaser.
12. There is no civil action pending which involves the Property in any way.
13. There are no federal tax claims, liens or penalties assessed against the Seller either individually or in any other capacity.
14. No proceedings in bankruptcy have ever been brought by or against Seller, nor has an assignment for the benefit of creditors been made at anytime, nor is there now in effect any assignment of rents of the Property or any part thereof.
15. The real estate taxes will be paid to the date of closing pursuant to Section 196.295, Florida Statutes.

18. This Affidavit is executed in duplicate, each of which shall be considered an original, with one original to be delivered to the Purchaser and one original to be delivered to the title insurer.

THIS AFFIDAVIT is made pursuant to Section 627.7842, Florida Statutes, for the purpose of inducing the Purchaser to close and the title insurer to insure the fee simple title to the Property and to disburse the proceeds of the sale. Seller intends for Purchaser and the title insurer to rely on these representations.

_____, AFFIANT

STATE OF _____
COUNTY OF _____

SWORN TO and subscribed before me this _____ day of _____, 2012, by _____, a Florida corporation, on behalf of said corporation. Such person (Notary Public must check applicable box):

- ☐ is personally known to me.
☐ produced their current driver license.
☐ produced _____ as identification.

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of Notary Public)

Commission No.: _____

My Commission Expires: _____

9

AUSLEY & McMULLEN

ATTORNEYS AND COUNSELORS AT LAW

123 SOUTH CALHOUN STREET
P.O. BOX 391 (ZIP 32302)
TALLAHASSEE, FLORIDA 32301
(850) 224-9115 FAX (850) 222-7560

RECEIVED

June 12, 2012

JUN 18 2012

Dept. of Env. Protection
Div. of State Lands

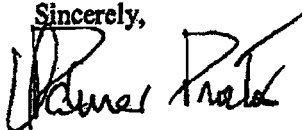
HAND DELIVERY

James P. Judkins, Esq.
Judkins, Simpson, High & Schulte
1102 North Gadsden Street
Tallahassee, FL 32303

Dear Mr. Judkins:

In view of the fact that your client John K. Aurell, the General Partner of Grove Properties Limited, will be out of town until sometime next week, I am delivering herewith to you for such disposition as you choose to make, check number 1259 drawn by Florida Department of Environmental Protection State Land Acquisition Revolving Fund, dated June 8, 2012, payable to Ausley & McMullen Trust Account in the amount of \$20,000.00, pertaining to property at 822 North Monroe Street in Tallahassee, Florida. I received the check today, together with a copy of a letter dated June 11, 2012, from Clay Smallwood, Director of Division of State Lands, to John Aurell (a copy of which I include herewith).

Sincerely,



H. Palmer Proctor

HPP:pf
Encs.

cc: John K. Aurell
Clay Smallwood



CS

JUDKINS, SIMPSON, HIGH & SCHULTE

ATTORNEYS AT LAW

1102 N. GADSDEN STREET

TALLAHASSEE, FLORIDA 32303

www.ReadyForTrial.com

JAMES P. JUDKINS
LARRY D. SIMPSON
ROBERT KING HIGH, JR.
THOMAS J. SCHULTE, JR.

POST OFFICE BOX 10368
TALLAHASSEE, FLORIDA 32302-2368

TELEPHONE (850) 222-6040
FAX (850) 561-1471

June 12, 2012

Mr. Clay Smallwood
Florida Department of Environmental Protection
Marjory Stoneman Douglas Building
3900 Commonwealth Blvd, MS-115
Tallahassee, Florida 32399-3000

Re: The Grove Property

Dear Mr. Smallwood:

I am returning with this letter the \$20,000 check payable to Ausley and McMullen Trust Account that you hand delivered to Palmer Proctor today, June 12, 2012. Grove Properties Limited is unwilling to accept the check because:

- (1) the question of the right to purchase is currently in litigation between Mr. Andrews and the Board of Trustees of the Internal Improvement Fund ("Trustees"); and
- (2) the Trustees have neither timely nor properly exercised the right of first refusal with respect to the contract between Grove Properties Limited and Mr. Andrews.

Sincerely,


James P. Judkins

JPI/fs
Enclosure
cc: Steven R. Andrews

RECEIVED




JUN 18 2012

Dept. of Env. Protection
Div. of State Lands

STATE OF FLORIDA
FLORIDA DEPT. OF ENVIRONMENTAL PROTECTION
STATE LAND ACQUISITION REVOLVING FUND
3900 Commonwealth Drive Blvd., Ms 175
Tallahassee, FL 32303-3123

1259
63-1012/832
BRANCH 00108

Date 6/8/12

 Pay to the Order of Quahog & Macmillan - Paint contract \$ 20,000.00
Shanty removal debris and 1/2 ac. Dollars  

Void After 90 Days

 **WACHOVIA**
Wachovia Bank, N.A.
wachovia.com

For Binder deposit, 1456 W. 22nd St. N. Miami St.

Mike Long

⑆3710001259⑆ ⑆063210125⑆ 2079900149401⑆

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JUDKINS, SIMPSON, HIGH & SCHULTE

ATTORNEYS AT LAW

1102 N. GADSDEN STREET

TALLAHASSEE, FLORIDA 32303

www.ReadyForTrial.com

JAMES P. JUDKINS
LARRY D. SIMPSON
ROBERT KING HIGH, JR.
THOMAS J. SCHULTE, JR.

POST OFFICE BOX 10388
TALLAHASSEE, FLORIDA 32302-2388

TELEPHONE (850) 222-6040
FAX (850) 561-1471

June 19, 2012

VIA HAND DELIVERY

Mr. Clay Smallwood

Florida Department of Environmental Protection

Marjory Stoneman Douglas Building

3900 Commonwealth Blvd, MS-115

Tallahassee, Florida 32399-3000

Re: The Grove Property

Dear Mr. Smallwood:

I am returning the enclosed Warrant to you for the same reason as stated in my letter to you dated June 12, 2012. We have filed a Motion to Intervene and to Interplead in the pending lawsuit and we will abide by any order of the Court.

Sincerely,


James P. Judkins

JPJ/fs

Enclosure

cc: Stephen G. Webster
Steven R. Andrews
John Aurell

RECEIVED

JUN 19 2012

Dept. of Env. Protection
Div. of State Lands



STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
REMITTANCE ADVICE

FLAIR ACCOUNT CODE	OLO	SITE	DOCUMENT NUMBER	OBJECT	DATE	PAYMENT NO
37-202348020-37100200-00-08410809	370000	08	D2000678795	5620	06/14/12	1301724
						PAYMENT AMOUNT \$ 560,027.00

AUSLEY & McMULLEN, P.A.
TRUST ACCOUNT
123 SOUTH CALHOUN ST.
TALLAHASSEE FL 32301

AGENCY DOCUMENT NO
VF07161

PLEASE DIRECT QUESTIONS TO: (850) 245-2465, CONTRACT DISBURSEMENT SECTION

VENDORS NOW CAN VIEW PAYMENT INFORMATION AT [HTTP://FLAIR.DBF.STATE.FL.US](http://FLAIR.DBF.STATE.FL.US)

INVOICE NUMBER	AMOUNT
06132012	\$ 560,027.00

DETACH CAREFULLY AND RETAIN FOR YOUR RECORDS BEFORE CASHING OR DEPOSITING THE WARRANT

THE BACK OF THIS DOCUMENT HAS A COLORED BACKGROUND. CAPITOL BUILDING MUST APPEAR BELOW TO BE AUTHENTIC

FLAIR ACCOUNT CODE 37-202348020-37100200-00-08410809	OLO 370000	SITE 08	DOCUMENT NUMBER D2000678795	OBJECT 5620	DATE 06/14/12	WARRANT NO 24-1301724-0	832
OLO 370000 SITE 08 CONTRACT (850) 245-2465 FOR PAYMENT QUESTIONS						VOID AFTER 12 MONTHS	
STATE OF FLORIDA DEPARTMENT OF FINANCIAL SERVICES						4-16 996 371 AMOUNT	
PAY FIVE-HUNDRED-SIXTY-THOUSAND TWENTY-SEVEN & 00/100 DOLLARS						\$ 560,027.00	
TO THE ORDER OF AUSLEY & McMULLEN, P.A. TRUST ACCOUNT 123 SOUTH CALHOUN ST. TALLAHASSEE FL 32301						EXPENSE WARRANT TO: DIVISION OF TREASURY TALLAHASSEE	
JEFF ATWATER, CHIEF FINANCIAL OFFICER							

W 24 13017240 W 063210125 2079900545225 W

**IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT
IN AND FOR LEON COUNTY, FLORIDA**

STEVEN R. ANDREWS
Plaintiff,

v.

CASE NO. 2012-CA-859

**GOVERNOR RICK SCOTT,
ATTORNEY GENERAL PAM BONDI,
CHIEF FINANCIAL OFFICER,
JEFF ATWATER, AND COMMISSIONER
ADAM PUTNAM, as the BOARD OF
TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND.**

Defendants.

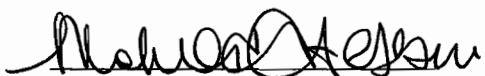
**NOTICE OF FILING AFFIDAVIT OF NICHOLAS CAMPANILE IN SUPPORT OF
DEFENDANT'S RESPONSE TO MOTION TO INTERVENE AND INTERPLEAD**

NOW COMES DEFENDANT, BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND, by and through undersigned counsel, and hereby files the
Affidavit of Nicholas Campanile in the above styled cause.

Respectfully submitted,

BOARD OF TRUSTEES OF THE
INTERNAL IMPROVEMENT TRUST
FUND

PAMELA JO BONDI
Attorney General



Michele R. Forte-Osborne
Sr. Asst. General Counsel
Florida Bar No. 17535
Dept. of Environmental Protection
Marjory Stoneman Douglas Bldg
3900 Commonwealth Blvd. MS 35
Tallahassee, Florida 32399

James A. Peters
Fla. Bar # 230944
Office of the Attorney General
The Capitol, PL-01
Tallahassee, Florida 32399-1050
Tel: (850) 414-3300
jim.peters@myfloridalegal.com

EXHIBIT R

Tel: (850) 245-2242
Fax: (850) 245-2296
Michele.forteosborne@dep.state.fl.us

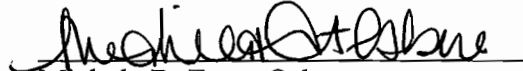
CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a copy of the foregoing has been furnished by Electronic

Mail and U.S. Mail delivery to the following attorneys of record on this 19th day of July, 2012:

James P. Judkins
Judkins, Simpson, High & Schulte
Post Office Box 10368
Tallahassee, FL 32302-2368

Stephen Webster
The Law Offices of
STEVEN R. ANDREWS, P.A.
822 North Monroe Street
Tallahassee, FL 32303


Michele R. Forte-Osborne
Sr. Assistant General Counsel

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

STEVEN R. ANDREWS
Plaintiff,

v.

CASE NO. 2012-CA-859

GOVERNOR RICK SCOTT,
ATTORNEY GENERAL PAM BONDI,
CHIEF FINANCIAL OFFICER,
JEFF ATWATER, AND COMMISSIONER
ADAM PUTNAM, as the BOARD OF
TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND.

Defendants.

AFFIDAVIT OF NICHOLAS CAMPANILE

THE AFFIANT, Nicholas Campanile, having been duly sworn, deposes and says as follows:

1. I am over the age of 18 and competent to make this affidavit. I have personal knowledge of the facts and circumstances referenced herein.
2. I am the State Cadastral Surveyor and Chief of the Bureau of Survey and Mapping within the Division of State Lands, Florida Department of Environmental Protection located at 3800 Commonwealth Boulevard, Tallahassee, FL 32399-3000.
3. I am a registered Professional Surveyor and Mapper in the State of Florida (License No. LS4605) and have special knowledge, skill, experience, training, and education in Cadastral Surveying.
4. I have undertaken to review the following instruments of conveyance, contract for sale, and Notice of Lis Pendens, as well as the necessary documentation referenced within the instruments, to determine the boundaries and contents of the relevant properties described therein:
 - a. March 1, 1985 Warranty Deed from LeRoy Collins and Mary Call Darby Collins ("Collinses") to the Board of Trustees of the Internal Improvement Trust Fund ("Board of Trustees"), recorded in Official Records Book 1150, Page 1508, Public Records of Leon County, Florida. (Exhibit "A" attached)

EXHIBIT R

- b. September 2, 2011 Trustee's Deed from Jane Collins Aurell and Mary Call Proctor, as Trustees of the Mary Call Darby Collins Restated Declaration of Trust dated December 17, 1998 to Grove Properties Limited, recorded in Official Records Book 4284, Page 98, Public Records of Leon County, Florida. (Exhibit "B" attached)
 - c. October 18, 2011 Deposit Receipt and Contract for Sale and Purchase pertinent to 822 North Monroe Street, Tallahassee, Florida, bearing tax identification numbers 2125204250000 & 2125204200000. (Exhibit "C" attached)
 - d. March 19, 2012 Notice of Lis Pendens, Case No. 2012 CA 859, recorded in Official Records Book 4352, Page 2259, Public Records of Leon County, Florida. (Exhibit "D" attached)
 - e. June 21, 2012 Trustee's Deed from John Aurell, as Trustees of the Mary Call Darby Collins Trust Under Agreement Dated December 17, 1998, As Amended to Grove Properties Limited, recorded in Official Records Book 4385, Page 121, Public Records of Leon County, Florida. (Exhibit "E" attached)
- 5. Having reviewed the above property descriptions it is apparent that the lands described in the 2011 Trustee's Deed, identified in paragraph 4.b. above, overlap approximately 30 feet of the lands described in the 1985 Warranty Deed delivered to the Board of Trustees, identified in paragraph 4.a. above. (See Exhibit "F" attached)
 - 6. It is also apparent that the lands described as Parcel 2 in the 2012 Notice of Lis Pendens, paragraph 4.d. above, overlap approximately 12 feet of the lands described in the 1985 Warranty Deed delivered to the Board of Trustees, paragraph 4.a. (See Exhibit "F" attached)
 - 7. There is insufficient information provided on the face of the 2011 Contract for Sale and Purchase, identified in paragraph 4.c. above, to ascertain the legal description of the lands subject to sale. However, the contract document provides the subject properties' parcel tax identification numbers. A search of those identification numbers via the Leon County Property Appraiser's office revealed the conveying instruments attached to both parcels identified for sale. The property assigned Tax Identification No. 2125204250000 was last conveyed by Trustee's Deed recorded in Official Records Book 4284, Page 98, see paragraph 4.b. above. The property assigned Tax Identification No. 2125204200000 was last conveyed by Trustee's Deed recorded in Official Records Book 4385, Page 121, see paragraph 4.e. above. A review of the Trustees Deed document recorded in Official Records Book 4284, Page 98 and identified in paragraph 4.b. above, reveals an approximate 30 foot overlap into

those lands described in paragraph 4.a above and titled in the name of the Board of Trustees.

FURTHER AFFIANT SAYETH NOT.

STATE OF FLORIDA
COUNTY OF LEON

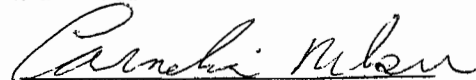


Nicholas Campanile, Chief
Bureau of Survey and Mapping
Division of State Lands
Department of Environmental Protection

The foregoing instrument was acknowledged before me this 18 day of July, 2012 by NICK CAMPANILE who is personally known to me or who has produced _____ as identification and who did take an oath.



My Commission Expires:



NOTARY PUBLIC

CARNELIA NELSON
Printed Name of Notary Public

WARRANTY DEED

OR1150PG1508

THIS DEED, Made the 1st day of March, 1985, by and between LeROY COLLINS and MARY CALL DARBY COLLINS, husband and wife, hereinafter known as the Grantors, of Tallahassee, Florida, to the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose post office address is Florida Department of Natural resources, Division of State Lands, 3900 Commonwealth Boulevard, Room 412, Tallahassee, Florida 32303, hereinafter called the Grantee:

WITNESSETH: That the Grantors, for and in consideration of the sum of \$2,285,500.00, receipt whereof is hereby acknowledged, hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain improved parcel of land situate in Leon County, Florida, to-wit:

10.35 acres, more or less, bounded on the south by First Avenue, on the west by Duval Street, on the north by Third Avenue, and on the east by a line located as follows: Begin at a point on the north right of way line of First Avenue, 180 feet west of the original west boundary line of Monroe Street and 514.2 feet east of the east boundary line of Duval Street, marked by an iron pin and cap; run thence north 224 feet; thence east 30 feet; thence north 617 feet to a point on the south boundary of Third Avenue 150 feet west of the original west boundary line of Monroe Street and 544.2 feet east of the east boundary line of Duval Street, which point is marked by a concrete monument; more particularly described as follows:

Begin at a terra cotta pipe filled with concrete marking the intersection of the South right of way boundary of Third Avenue (50 foot right of way) with the East right of way boundary of Duval Street (50 foot right of way) (said terra cotta pipe being located 50 feet East of the intersection of the South right of way boundary of Third Avenue with the West right of way boundary of said Duval Street and also marking the Northeast corner of Lot 54 of Long Grove Addition to Tallahassee as recorded in Deed Book "BB" Page 592 of the Public Records of Leon County, Florida) and run South 00 degrees 02 minutes 00 seconds East along the East right of way boundary of said Duval Street a distance of 840.38 feet to a concrete monument on the North right of way boundary of First Avenue (40 foot right of way), thence North 89 degrees 52 minutes 02 seconds East along said North right of way boundary 314.92 feet to a nail and cap in asphalt, thence North 89 degrees 59 minutes 37 seconds East along said North right of way boundary 198.82 feet to a nail and cap set in the top of a concrete block wall and being located 180 feet West of the original West right of way boundary of Monroe Street, thence North 00 degrees 02 minutes 11 seconds West along a line 180 feet West of and parallel with the original West right of way boundary of said Monroe Street a distance of 224.00 feet to a concrete monument (formerly a 3/4" rebar), thence North 89 degrees 57 minutes 49 seconds East along the north boundary of property described in Official Records Book 1130, Page 1991 of the Public Records of Leon County, Florida, a distance of 30.00 feet to a concrete monument, thence North 00 degrees 02 minutes 11 seconds West along a line 150 feet West of and parallel with the original West right of way boundary of said Monroe Street a distance of 616.12 feet to a concrete monument on the South right of way

This Instrument Prepared by
ROBERT M. ERVIN of
Ervin, Varn, Jacobs, Odom & Kitchen
Attorneys at Law
205 South Central Street
Tallahassee, Florida 32304

ERVIN, VARN, JACOBS, ODOM & KITCHEN - TALLAHASSEE, FLORIDA

RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
MAR 1 10 59 AM 1985
PAUL F. BRIDGEMAN
CLERK OF CIRCUIT COURT

706351

EXHIBIT "A"

EXHIBIT R

boundary of said Third Avenue, thence South 89 degrees 56 minutes 47 seconds West along said South right of way boundary 543.69 feet to the Point of Beginning; containing 10.33 acres, more or less.

OR 150PC1509

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, including the Call House and other houses situate thereon.

TO HAVE AND TO HOLD, the same in fee simple forever.

A part of the lands hereby conveyed consists of a small cemetery parcel in which are buried the bodies of Richard Keith Call and others. The cemetery parcel is described as follows, to-wit:

Commence at the intersection of the Center Line of Monroe Street and the South Property Line of East Third Avenue, then run West along the said South Property Line, Three Hundred Sixty-nine (369) feet to a point which is the point of beginning; thence run West along the said South Property Line Sixty (60) feet, thence South parallel to the Center Line of Monroe Street, Ninety-two (92) feet; thence run East Sixty (60) feet; thence run North Ninety-two (92) feet to the point of beginning, more particularly described as follows:

Commence at a terra cotta pipe filled with concrete marking the intersection of the South right of way boundary of Third Avenue (50 foot right of way) with the East right of way boundary of Duval Street (50 foot right of way) (said terra cotta pipe being located 50 feet East of the intersection of the South right of way boundary of said Third Avenue with the West right of way boundary of said Duval Street and also marking the Northeast corner of Lot 54 of Long Grove Addition to Tallahassee as recorded in Deed Book "BB" Page 592 of the Public Records of Leon County, Florida) and run North 89 degrees 56 minutes 47 seconds East along the South right of way boundary of said Third Avenue a distance of 294.74 feet to a 1" iron pipe for the Point of Beginning. From said Point of Beginning continue North 89 degrees 56 minutes 47 seconds East along said right of way boundary 60.15 feet to a nail and cap in asphalt, thence South 00 degrees 09 minutes 47 seconds West 92.16 feet to a 1" iron pipe, thence South 89 degrees 51 minutes 47 seconds West 60.15 feet to a 1" iron pipe, thence North 00 degrees 09 minutes 47 seconds East 92.24 feet to the Point of Beginning; containing 0.13 acre, more or less.

The cemetery parcel is conveyed and accepted subject to the conditions, covenants, restrictions and reservations appearing of record in Leon County, Florida, Official Record Book 1103 at pages 573-576. Grantors warrant to Grantee that none of those conditions, covenants, reservations or restrictions have been breached or violated to the time of execution and delivery of this deed. Grantee covenants and agrees to and with Grantors not to breach or violate or to permit the breach or violation of those conditions, covenants, restrictions and reservations.

The cemetery parcel has no material market value that could be considered a part of the acquisition of the Grove property and is conveyed by Grantors and accepted by Grantee as a gift of Grantors to Grantee.

This conveyance is made subject to, and there are expressly imposed by Grantors and Grantee upon the property conveyed, restrictions and limitations as follows:

OR 115061510

1. The property will be used only for a museum of Florida history, with an appropriate portion of the Call House devoted to honoring and memorializing Richard Keith Call, other Territorial Governors of Florida, and those who have preserved, maintained and restored the Grove to its present condition.

2. In ground maintenance, upkeep and control, native or indigenous plants shall predominate and all flowering shrubs, trees or plants shall be restricted to those with white blooms and blossoms.

3. After termination of the occupancy of the Call House by Mary Call Darby Collins, that house shall not thereafter be occupied for residential purposes.

The restrictions and limitations set forth immediately above will be subject to judicial enforcement by injunction or other appropriate means, but will not include any right of reverter or other mechanism for divesting ownership. These restrictions and limitations as to the use of the property and activities thereon will be and become effective immediately following termination of any lease or sublease of the premises to Mary Call Darby Collins. The restrictions and limitations will terminate upon destruction or substantial damage of the Call House by fire, storm, Act of God, or other casualty such that the Call House is rendered totally unfit for use as a museum of Florida history.

The restrictions and limitations set forth above are not intended to, and shall not be construed, to violate any of the conditions, covenants, restrictions and reservations set forth in that certain indenture appearing of record in Leon County, Florida, Official Record Book 1103 at pages 573-576.

The Grantors hereby covenant with said Grantee that Grantors are lawfully seized of said lands in fee simple; that Grantors have good right and lawful authority to sell and to convey said lands; that said lands are free of all encumbrances except taxes accruing subsequent to December 31, 1984, and that Grantors fully warrant title to said lands and will defend the same against the lawful claims of all persons whomsoever, except as otherwise herein stated or specified.

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

Signed, sealed and delivered
in our presence:

Robert M. Erwin

Carol E. Parker

Leroy Collins (Seal)
LEROY COLLINS

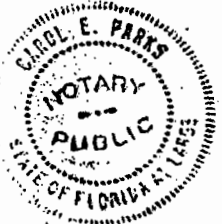
Mary Call Darby Collins (Seal)
MARY CALL DARBY COLLINS

STATE OF FLORIDA
COUNTY OF LEON

UC1150PG1511

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.

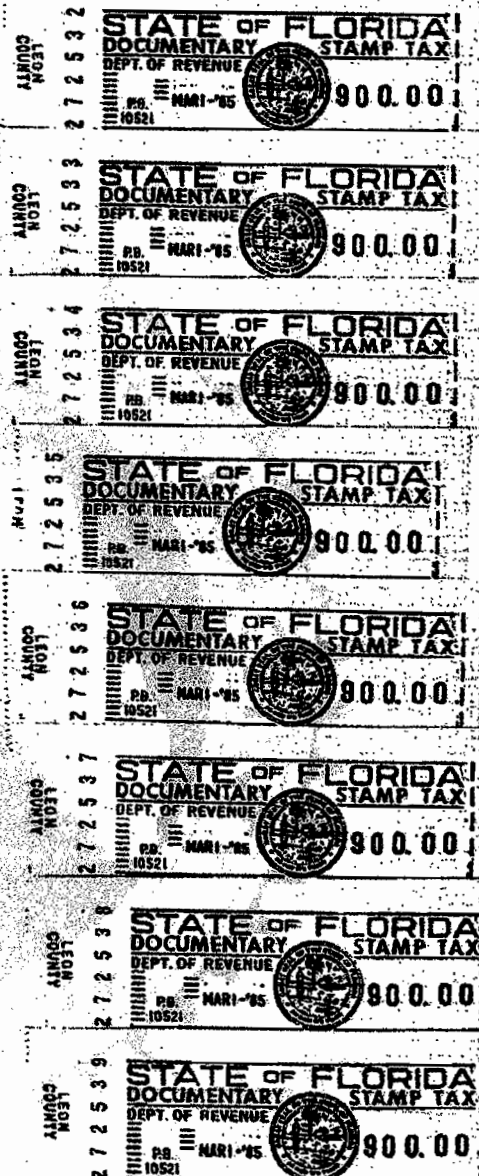
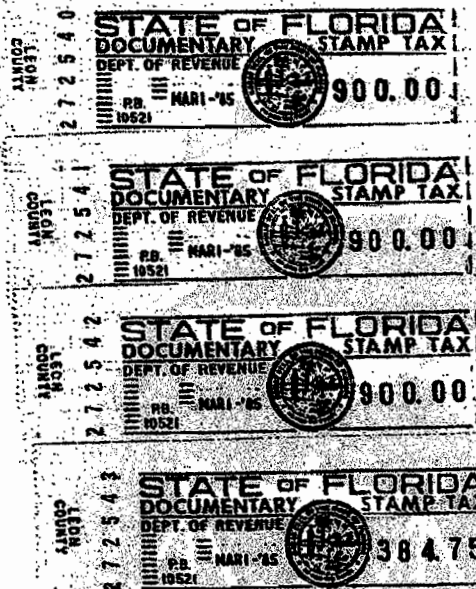


Carol E. Parks

Notary Public

My commission expires:

Notary Public, State of Florida
My Commission Expires Aug. 23, 1988
Bounded This Text - Insurance, Inc.



THIS INSTRUMENT PREPARED BY:

H. Palmer Proctor, Esquire
Ansley & McMillen
Post Office Box 391
Tallahassee, Florida 32302

TRUSTEE'S DEED

THIS INDENTURE, made this 2nd day of September, 2011, between JANE COLLINS AURELL and MARY CALL PROCTOR, as Trustees of the Mary Call Darby Collins Restated Declaration of Trust dated December 17, 1998, whose mailing address is c/o 523 Woodfern Court, Tallahassee, Florida 32312, the "Grantor" herein, and GROVE PROPERTIES LIMITED, a Florida limited partnership, whose mailing address is Post Office Box 13505, Tallahassee, Florida 32317, the "Grantee" herein,

WITNESSETH:

WHEREAS, the Mary Call Darby Collins Revocable Trust was established by and under a Declaration of Trust dated March 6, 1992, and amended by Restated Declaration of Trust dated December 17, 1998 (the "Trust" herein) under which Mary Call Darby Collins, Jane Collins Aurell, and Mary Call Proctor were the original trustees thereunder; and

WHEREAS, Mary Call Darby Collins died on November 29, 2009, and her daughters Jane Collins Aurell and Mary Call Proctor are now the sole trustees of the Trust; and

WHEREAS, included among assets of the Trust is the parcel of land located in Tallahassee, Leon County, Florida, particularly described hereinbelow, which parcel the Grantor intends to convey to the Grantee by this deed of conveyance.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to the Grantor in hand paid by the Grantee, the receipt and sufficiency of which are hereby acknowledged, and pursuant to power and authority vested in the Trustees by and under provisions of the Trust, the Grantor does hereby grant and convey to the Grantee and the Grantee's successors and assigns forever, all of the Grantor's right, title, and interest in and to the real property located in Leon County, Florida, to-wit:

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 780 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 N. 63), thence continue South 89 degrees 53 minutes 34 seconds West a distance of 167.92 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 168.54 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

EXHIBIT "B"

EXHIBIT R

BEGINNING, containing 0.433 acres, more or less; LESS AND EXCEPT that portion thereof obtained by the State Road Department of Florida for right-of-way purposes by virtue of that Final Judgment dated November 28, 1966, and recorded in Official Records Book 248, Page 247, of the Public Records of Leon County, Florida.

Property Identification No. 2125204250000

TO HAVE AND TO HOLD the same with all and singular the appurtenances thereunto belonging or in any wise appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor in said property.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on the day and year first above written.

Signed, sealed and delivered
in the presence of:

1st Witness/Signature
Patricia P. Freeman
Typed/Printed Name
Patricia P. Freeman
2nd Witness/Signature
Patricia P. Freeman
Typed/Printed Name
Patricia P. Freeman

Jane Collins Aurell
JANE COLLINS AURELL
Mary Call Proctor
MARYCALL PROCTOR

AS TRUSTEES OF THE MARY CALL DARBY
COLLINS RESTATED DECLARATION OF
TRUST DATED DECEMBER 17, 1998

STATE OF FLORIDA
COUNTY OF LEON

The foregoing Trustee's Deed was acknowledged before me this 2 day of September, 2011, by JANE COLLINS AURELL and MARY CALL PROCTOR, as Trustees of the Mary Call Darby Collins Restated Declaration of Trust dated December 17, 1998, who (X) are personally known to me; or () as identification.

(SEAL)

Patricia P. Freeman
NOTARY PUBLIC, State of Florida



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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 10/18/2011 *SDA*

[Signature]
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.

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09/29/11

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10/18/2011 10:58 AM

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

Steven R. Andrews,

Plaintiff,

vs.

CASE NO. 2012 CA 859

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.

Notice of Lis Pendens

TO DEFENDANTS, GOVERNOR RICK SCOTT, ATTORNEY GENERAL PAM BONDY, CHIEF FINANCIAL OFFICER JEFF ATWATER, AND COMMISSIONER ADAM PUTNAM, AS THE BOARD OF TRUSTEES FOR THE INTERNAL IMPORTANT TRUST FUND, AND TO ALL OTHERS IT MAY CONCERN:

YOU ARE NOTIFIED OF THE FOLLOWING:


- (a) The Plaintiff, Steven R. Andrews, has instituted this action against you seeking a Declaratory Judgment with respect to the property described on Exhibit "A";
- (b) The Plaintiff in this action is Steven R. Andrews;
- (c) The date of institution of this action is March 16, 2012 as well as the date on the Clerk's receipt of the action's filing;
- (d) The property that is the subject matter of this action is in Leon County, Florida and is described on the attached Exhibit "A".

Dated this 19th day of March, 2012.

EXHIBIT "D"

EXHIBIT R

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
Attorney for Plaintiff

EXHIBIT "A"

EXHIBIT "D"

EXHIBIT R

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.

EXHIBIT "D"

EXHIBIT R

THIS INSTRUMENT PREPARED BY:
H. Palmer Proctor, Esquire
Austley & McMillen
Post Office Box 391
Tallahassee, Florida 32302

TRUSTEE'S DEED

THIS INDENTURE, made this 21 day of June, 2012, between JOHN AURELL, AS TRUSTEE OF THE MARY CALL DARBY COLLINS TRUST UNDER AGREEMENT DATED DECEMBER 17, 1998, AS AMENDED, the "Grantor" herein, whose mailing address is Post Office Box 13505, Tallahassee, Florida 32317, and GROVE PROPERTIES LIMITED, a Florida limited partnership, the "Grantee" herein, whose mailing address is Post Office Box 13505, Tallahassee, Florida 32317.

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to the Grantor in hand paid by the Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed to the Grantee and the Grantee's successors and assigns forever, all of the Grantor's right, title, and interest in and to the following described real property located in Leon County, Florida, to-wit:

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 ID #21-25-20-420-000-0

SUBJECT TO matters of record, if any, affecting the conveyed property.

EXHIBIT "E"

EXHIBIT R

TO HAVE AND TO HOLD the same with all and singular the appurtenances thereunto belonging or in any wise appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor in Grantor's representative capacity.

IN WITNESS WHEREOF, the Grantor has executed this instrument the day and year first above written.

Signed, sealed and delivered
in the presence of:

Kathryn A. Hunter
1st Witness/Signature
Kathryn A. Hunter
Typed/Printed Name
Patricia P. Freeman
2nd Witness/Signature
PATRICIA P. FREEMAN
Typed/Printed Name

John Aurell
JOHN AURELL, as Trustee of the Mary Call
Darby Collins Trust Under Agreement dated
December 17, 1998, as amended

STATE OF FLORIDA

COUNTY OF LEON

The foregoing Trustee's Deed was acknowledged before me this 21 day of June, 2012, by JOHN AURELL, as Trustee of the Mary Call Darby Collins Trust Under Agreement dated December 17, 1998, as amended, who (☒) is personally known to me; or () produced _____ as identification.

(SEAL)

Patricia P. Freeman
NOTARY PUBLIC, State of Florida



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6/20/2012

EXHIBIT "F"

GRAPHIC SCALE



N

EASTERLY BOUNDARY OF
PARAGRAPH 4.a.

THE GROVE

12'± OVERLAP

PARAGRAPH 4.c.
&
PARAGRAPH 4.d.
PARCEL 1
&
PARAGRAPH 4.e.

PARAGRAPH 4.b.

30'± OVERLAP

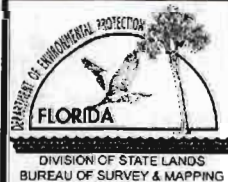
PARAGRAPH 4.c.
&
PARAGRAPH 4.d.
PARCEL 2

EASTERLY BOUNDARY OF
PARAGRAPH 4.a.

NORTH MONROE ST

ORIGINAL MONROE ST. R/W LINE

THIS IS NOT A SURVEY



DEPT. of ENVIRONMENTAL PROTECTION
BUREAU of SURVEY and MAPPING
3900 COMMONWEALTH BLVD. M.S. 105
TALLAHASSEE, FL 32399
(850) 245-2606

"THE GROVE"
SECTION 25 - TWP01N - RNG01W
TALLAHASSEE - LEON COUNTY
DATE OF AERIAL: 2009
DATE OF DRAWING: JULY 18, 2012

EXHIBIT R