PROJECT: Golden Gate Estates

CLOSING STATEMENT

SELLER: James R. Harrison

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

312545

Date of Closing: April 26, 1999

Tax Identification Number: 4426296000/9

SELLER'S CLOSING STATEMENT

Purchase Price		$ 7,362.00
Less Seller's Expenses:		
Recording Fees Payable to Collier County Clerk of Courts	$ 33.00	
Prior Year(s) Real Estate Taxes Payable to Collier County Tax Collector	$ PAID	
1998 Real Estate Taxes Payable to Collier County Tax Collector	$ PAID	
1999 Escrowed Real Estate Taxes Payable to Collier County Tax Collector	$ 12.95	
Representation Fee Payable to Glenn D. Storch, Esq., Trustee	$ 1,104.30	
Total Expenses to Seller		$ 1,150.25
Net Proceeds to Seller at Closing		$ 6,211.75

BUYER'S CLOSING STATEMENT

Purchase Price	$ 7,362.00
Florida Documentary Stamp Tax on Warranty Deed Payable to Collier County Clerk of Courts	$ 51.80
Recording of Warranty Deed Payable to Collier County Clerk of Courts	$ 6.00
Boundary Evidence Report Payable to	$ N/A
Environmental Site Observation Payable to	$ N/A
Title Insurance ($199.00 total; $33.00 P.O.C.) Payable to First Title & Abstract, Inc.	$ 166.00
Total Amount Due from Buyer at Closing	$ 7,585.80

SELLER:
Lewis, Longman & Walker, P.A.

By: R. Steven Lewis
R. Steven Lewis, as attorney
for and on behalf of Seller(s)

Date Executed: 4-15-99

BUYER:

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

By: William C. Rubin, Jr.
DEPARTMENT OF ENVIRONMENTAL PROTECTION
AS AGENT FOR BOARD OF TRUSTEES OF
THE INTERNAL IMPROVEMENT TRUST FUND OF
THE STATE OF FLORIDA

Date Executed: 4-22-99

DEP-9605

This property was acquired with funds provided by the Secretary of the Department of the Interior pursuant to Federal Agriculture Improvement and Reform Act of 1996 (Section 390, Pub.L.104-127 110 Stat. 1022) (Farm Bill), and will be managed for the restoration of the Everglades, in accordance with applicable federal and state law.

*** 2469148 OR: 2540 PG: 1706 ***
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
04/28/1999 at 01:24PM DWIGHT E. BROCK, CLERK
CONS 7362.00
REC FEE 6.00
DOC-.70 51.80

Retn:
FIRST TITLE & ABSTRACT
PICK UP

WARRANTY DEED

(Statutory Form - Section 689.02, Florida Statutes)

THIS INDENTURE, made this 16 day of October, A.D. 1998, between **James R. Harrison** of 3290 Washington Valley Road, Springville, AL 35146, grantor*, and **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, Florida 32399, grantee*,

WITNESSETH, that said grantor, for and in consideration of the sum of Ten and no/100 ($10.00) Dollars, 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 Collier County, Florida, to-wit:

All of Tract 40, GOLDEN GATE ESTATES, Unit No. 144, according to the Plat thereof, as recorded in Plat Book 7, Page 51, Public Records of Collier County, Florida.

Property Appraiser's Parcel Identification No. 4426296000/9

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.

This property is not the homestead property of the grantor, nor contiguous to homestead property, as such homestead is defined under Florida law.

And said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

* "Grantor" and "grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

Martha G. Brightman
Witness Signature

Witness Name: MARTHA G. BRIGHTMAN

Joy Brightman
Witness Signature

Witness Name: Joy Brightman
As to all grantors

Kathryn M. Harrison (SEAL)
James R. Harrison, by Kathryn M. Harrison,
his attorney in fact

STATE OF Alabama
COUNTY OF St. Clair

The foregoing instrument was acknowledged before me this 16th day of October, 1998, by Kathryn M. Harrison, as attorney in fact on behalf of James R. Harrison. Such person(s) (Notary Public must check applicable box):

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

MARTHA G. BRIGHTMAN NOTARY PUBLIC ALABAMA STATE AT LARGE
(NOTARY PUBLIC SEAL)

Martha G. Brightman
Notary Public Signature

MARTHA G BRIGHTMAN
(Printed, Typed or Stamped Name of Notary Public)
CommissionNumber: Vol. 9 Page 031 (only number given in St. Clair Co, Ala
My Commission Expires: 9-29-2002

This instrument was prepared by:
FIRST TITLE & ABSTRACT, INC.
1040 Goodlette Road North
Naples, FL 34102
Telephone: (941) 262-6455
IN CONNECTION WITH THE ISSUANCE OF TITLE INSURANCE

Approved
For Closing

DEP-9605

ENDORSEMENT

OWNERS ☑
LOAN ☐

Attached to and forming a part of

Policy No. 10 2010 106 00001795

Issued by

CHICAGO TITLE INSURANCE COMPANY

Schedule A is hereby amended to read as follows:

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

All of Tract 40, GOLDEN GATE ESTATES, Unit No. 144, according to the plat thereof as recorded in Plat Book 5, Page 51, Public Records of Collier County, Florida.

Schedule B is hereby amended to read as follows:

8. Conditions, restrictions and limitations together with easements reserved for public utility purposes as shown on the plat thereof, as recorded in Plat Book 5, Page 51, Public Records of Collier County, Florida.

This endorsement is made a part of the policy or commitment and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy or commitment and prior endorsements, if any, nor does it extend the effective date of the policy or commitment and prior endorsements or increase the face amount thereof.

Dated: August 14, 2002

CHICAGO TITLE INSURANCE COMPANY

By:

Authorized Signatory

CHICAGO TITLE INSURANCE COMPANY CORPORATE SEAL

President

By:

Approved
Post Closing

Secretary

Note: This endorsement shall not be valid or binding until countersigned by an authorized signatory.

Form **3594** R 6/89

AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY (10-17-92)
(WITH FLORIDA MODIFICATIONS)

10 2010 106 00001795

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

CHICAGO TITLE INSURANCE COMPANY
By:

John Rau
President

By:

Thomas J Edams
Secretary

Issued by:
FIRST TITLE & ABSTRACT, INC.
1040 GOODLETTE ROAD N
NAPLES, FL 34102
(941) 262-6455

CHICAGO TITLE INSURANCE COMPANY CORPORATE SEAL

Approved
Post Closing

CHICAGO TITLE INSURANCE COMPANY
OWNERS FORM

SCHEDULE A

Office File Number: DEP-9605

Policy Number: 10 2010 106 00001795

Date of Policy: April 28, 1999 at 1:24 pm

Amount of Insurance: $7, 362.00

1. Name of Insured:

   BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, by instrument recorded in O.R. Book 2540, Page 1706, Public Records of Collier County, Florida.

2. The estate or interest in the land which is covered by this Policy is:

   Fee Simple

3. Title to the estate or interest in the land is vested in the Insured.

4. The land herein described is encumbered by the following mortgage or trust deed, and assignments:

   NONE

   and the mortgages or trust deeds, if any, as shown in Schedule B hereof.

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

   All of Tract 40, GOLDEN GATE ESTATES, Unit No. 144, according to the plat thereof as recorded in Plat Book 7, page 51, Public Records of Collier County, Florida.

This Policy valid only if Schedule B is attached.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.