U. S. DEPARTMENT OF HOUSING and URBAN DEVELOPMENT
SETTLEMENT STATEMENT

OMB No. 2502-0265
Titlepro for Windows™

American Home Title Insurance, Inc.

B. TYPE OF LOAN

☐ 1. FHA ☐ 2. FMHA ☐ 3. CONV.UNINS.
☐ 4. VA ☐ 5. CONV. INS.

6. FILE NUMBER: 7289
7. LOAN NUMBER:
MORT. INS. CASE NO.:

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.

D. NAME AND ADDRESS OF BORROWER:	E. NAME AND ADDRESS OF SELLER:	F. NAME AND ADDRESS OF LENDER
Board of Trustees of the Internal Improvement Trust Fund of the State of Florida	Arthur and Maralyn Busse	

G. PROPERTY LOCATION:	H. SETTLEMENT AGENT: American Home Title Insurance, Inc.	I. SETTLEMENT DATE:
See Exhibit "A" Attached Collier County	PLACE OF SETTLEMENT:	11/9/01

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. **Gross Amount Due From Borrower**		400. **Gross Amount Due to Seller**	
101. Contract sales price	6,820.00	401. Contract sales price	6,820.00
102. Personal Property		402. Personal Property	
103. Settlement Charges (line 1400)	328.30	403.	
104.		404.	
105.		405.	
Adjustments for items paid in advance by seller(s)		Adjustments for items paid in advance by seller(s)	
106. City/Town tax		406. City/Town tax	
107. County/City tax		407. County/City tax	
108. Assessments		408. Assessments	
109. School Tax		409. School Tax	
110.		410.	
111.		411.	
112.		412.	
120. **Gross Amount Due from Borrower**	**7,148.30**	420. **Gross Amount Due to Seller**	**6,820.00**
200. **Amounts Paid By Or In Behalf Of Borrower**		500. **Reductions In Amount Due To Seller**	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal Amount of new loan(s)		502. Settlement charges to seller (line 1400)	20.28
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of First Mortgage Loan	
205.		505. Payoff of Second Mortgage Loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/Town tax		510. City/Town tax	
211. County/City tax		511. County/City tax	
212. Assessments		512. Assessments	
213. School Tax		513. School Tax	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. **Total Paid By/For Borrower**		520. **Total Reduction Amount Due Seller**	**20.28**
300. **CASH AT SETTLEMENT From/To BORROWER**		600. **CASH AT SETTLEMENT To/From SELLER**	
301. Gross Amt. due from borrower (line 120)	7,148.30	601. Gross Amount due Seller (line 420)	6,820.00
302. Less Amt. paid by/for borrower (line 220)		602. Less reduction in Amt.due Seller (line 520)	20.28
303. **Cash ☒ FROM ☐ TO Borrower**	**7,148.30**	603. **Cash ☒ TO ☐ FROM Seller**	**6,799.72**

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT

Maralyn Busse

2880724 OR: 2918 PG: 2014

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
11/02/2001 at 03:08PM DWIGHT B. BROCK, CLERK

CONS	6820.00
REC FEE	15.00
DOC-.70	48.30

Retn:
AMERICAN GOVERNMENT SERVICES
2901 W BUSCH BLVD #910
TAMPA FL 33618

This Instrument Prepared By and Please Return To:
Casey Lovell
American Home Title, Inc.
2901 W. Busch Blvd., Ste. 910
Tampa, Florida 33618
AHT # 7289

WARRANTY DEED
(STATUTORY FORM - SECTION 689.02, F.S.)

THIS INDENTURE, made this 12 day of October, A.D. 2001, between **Arthur E. Busse and Maralyn K. Busse, his wife,** whose address is **775 Hurst Road, Odenville, AL 35120-5435**, 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 heirs, 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 Ten 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:

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

Property Appraiser's Parcel Identification Number: 01061560009

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

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

Signed, sealed and delivered in the presence of:

Debbie Shirley
(Signature of First Witness)

Debbie Shirley
(Printed, Typed or Stamped Name of First Witness)

Faye Treadwell
(Signature of Second Witness)

Faye Treadwell
(Printed, Typed or Stamped Name of Second Witness)

Arthur E. Busse
Arthur E. Busse

This property was acquired with funds Provided by the Secretary of the Department Of the Interior pursuant to Federal Agricultural 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.

Approved
Post Closing

Debbie Shirley
(Signature of First Witness)

Maralyn K. Busse

Debbie Shirley
(Printed, Typed or Stamped Name of First Witness)

Faye Treadwell
(Signature of Second Witness)

Faye Treadwell
(Printed, Typed or Stamped Name of Second Witness)

STATE OF Alabama
COUNTY OF St. Clair

The foregoing instrument was acknowledged before me this 12 day of October, 2001, by **Arthur E. Busse and Maralyn K. Busse, his wife**. Such person (Notary Public must check applicable box):

(✓) is personally known to me.
( ) produced a driver license.
( ) produced _____ as identification.

(NOTARY PUBLIC SEAL)

Debbie Shirley
Notary Public

Debbie Shirley
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: —

My Commission Expires: MY COMMISSION EXPIRES 3-4-2002

OR: 2918 PG: 2015

FOLIO NUMBER: 01061560009

The Northeast ¼ of the Northwest ¼ of the Northwest ¼ of the Southeast ¼ of Section 5, Township 52 South, Range 28 East, Collier County, Florida.

SAVE OUR EVERGLADES
GOLDEN GATE ESTATES SOUTH
"SOUTH OF THE BORDER"
PARCEL 1803
ARTHUR E. BUSSE AND
MARALYN K. BUSSE

ESM APPROVED
By JCC Date 6/25/01

ISSUED BY
COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commonwealth
A LANDAMERICA COMPANY

OWNER'S POLICY OF TITLE INSURANCE

POLICY NUMBER
A02-0057218.

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Pennsylvania 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, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest: Wm. Chadwick Perrine
Secretary

By: Janet A. Alpert
President

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the affect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:

   (a) created, suffered, assumed or agreed to by the insured claimant;

   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

   (c) resulting in no loss or damage to the insured claimant;

   (d) attaching or created subsequent to Date of Policy; or

   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:

   (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or

   (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:

   (i) to timely record the instrument of transfer; or

   (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

Approved
Post Closing

American Home Title Insurance, Inc.
2901 W. Busch Blvd., Suite 910
Tampa, Florida 33618
(813) 933-3355

POLICY FOR TITLE INSURANCE
SCHEDULE A

Issued with Policy Number:	N/A
Policy No.:	A02-0057218
File Number:	7289
Commitment #:	N/A
Amount of Insurance:	$6,820.00
Effective Date:	November 2, 2001 at 3:08 P.M.

1. Name of Insured:

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

2. The estate or interest in the land described herein and which is covered by this policy is a fee simple and is at the effective date hereof vested in the named insured as shown by instrument recorded in Official Records Book 2918, Page 2014, of the Public Records of Collier County, Florida.

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

   See Exhibit "A"

American Home Title Insurance, Inc.
2901 W. Busch Blvd., Suite 910
Tampa, FL 33618
(813) 933-3355

Countersigned: _____
Authorized Officer of Agent

SCHEDULE B

Policy Number: A02-0057218
File Number: 7289

This policy does not insure against loss or damage by reason of the following exceptions:

1. Easements or claims of easements not shown by the public records.

2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.

3. Legal access is neither guaranteed nor insured.

FOLIO NUMBER: 01061560009

The Northeast ¼ of the Northwest ¼ of the Northwest ¼ of the Southeast ¼ of Section 5, Township 52 South, Range 28 East, Collier County, Florida.

SAVE OUR EVERGLADES
GOLDEN GATE ESTATES SOUTH
"SOUTH OF THE BORDER"
PARCEL 1803
ARTHUR E. BUSSE AND
MARALYN K. BUSSE

BSM APPROVED
By JCC Date 6/25/01

CONDITIONS AND STIPULATIONS

7. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

CONDITIONS AND STIPULATIONS (Continued)

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION.

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. 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, any 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.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to: Consumer Affairs Department, P.O. Box 27567, Richmond, Virginia 23261-7567.

Inquires regarding policy coverage and assistance in resolving complaints, should be directed to the Company at (407) 481-8181. Claims must be reported in accordance with Conditions and Stipulations.

Batch# Fifty- eight Save Our Eve rglades-South of the Border

	AHT FILE #	TAX ID#	Seller:	Purchase Price	DEP Closing Cost	Acres	CLOSING DATE
1	7325	1066720006	Posillico	6,750.00	327.60	2.5	10/31/0
2	7272	1063560007	Buck	6,820.00	328.30	2.6	11/11/01
3	7289	1061560009	Busse	6,820.00	328.30	2.6	11/9/01
4	7347	1064920002	Ragaini	6,820.00	328.30	2.6	11/9/01
5	7918	790280004	La Rosa	6,750.00	327.60	2.5	11/2/01
6	7331	1066240007	Sofia	6,820.00	334.30	2.6	11/2/01
7	7935	795640005	Gettinger	6,750.00	333.60	2.5	11/14/01
8							
9							
	Total:			47,530.00	2308.00	17.9	

prepared: Octol ber 22, 2001

STATE OF FLORIDA

OFFICE OF COMPTROLLER

REMITTANCE ADVICE

4-01 573 456

THIS IS NOT A PAYMENT DEVICE

FLAIR ACCOUNT CODE	OLO	SITE	DOCUMENT NUMBER	OBJECT	DATE	PAYMENT NO
37-302332010-37100200-00-08410800	370000	08	D2000236124	5620	10/26/01	0695642

PAYMENT AMOUNT
$ 49,838.00

DO NOT CASH

AGENCY DOCUMENT NO
VF02594

AMERICAN GOVERNMENT SERVICES
CORPORATION
2901 W BUSCH BLVD STE 910
TAMPA FL 33618

PLEASE DIRECT QUESTIONS TO: (850) 488-6439, ENVIRON. PROTECTION - FCO

VENDORS NOW CAN VIEW PAYMENT INFORMATION AT HTTP://FLAIR.DBF.STATE.FL.US

INVOICE NUMBER	AMOUNT
S12626632	$ 49,838.00

mailed 10/30/01

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

FLAIR ACCOUNT CODE	SWDN	ADN	OBJECT	DATE	WARRANT NO
37-302332010-37100200-00-08410800	D2000236124	VF02594	5620	10/26/01	0695642 63-69/630

OLO 370000 SITE 08 CONTACT (850) 488-6439 FOR PAYMENT QUESTIONS

VOID AFTER 12 MONTHS

4-01 573 45

STATE OF FLORIDA

OFFICE OF COMPTROLLER

PAY

AMOUNT

FORTY-NINE-THOUSAND-EIGHT-HUNDRED-THIRTY-EIGHT & 00/100 DOLLARS

$****49,838.00

EXPENSE WARRANT

TO THE ORDER OF:

VENDOR ID NUMBER

TO: TREASURER OF FLORI
TALLAHASSEE

AMERICAN GOVERNMENT SERVICES
CORPORATION
2901 W BUSCH BLVD STE 910
TAMPA FL 33618

Robert L. Milligan

COMPTROLLER OF FLORIDA

⑈2406956420⑈ ⑆063000694⑆ ⑈42⑈

SUMMARY OF IMPORTANT INFORMATION AND INDIVIDUAL CERTIFICATION OF VALUE

Roger L. Hettema, MAI, SRA
State-Certified General Appraiser 0000045

Project: Save Our Everglades (Collier County)

B/A File#: 00-4932 and 00-4941 FDEP Contract #: SL689 Task Assignment#: 12 _13

Subject Identification Number:	1061560009
Owner:	BUSSE, ARTHUR E=& MARALYN K
Address:	775 HURST RD
	City: ODENVILLE *State:* AL *Zip:* 35120 - 5435
	Twn: 52 *Rng:* 28 *Sec:* 5
Township-Range-Section:	
Subdivision:	
Previous Sale:	
	Bk: *Pg:*
Recording:	
Legal Description:	5 52 28 NE1/4 OF NW1/4 OF
	NW1/4 OF SE1/4 2.5 AC OR 605
	PG 1537
Area:	SOUTH OF THE BORDER

Assessment Information:

Land Assessment:	$1,000
Improvements Assesment:	$0
Total Assessment:	$1,000
Total Taxes (1999):	$15.64
Land Size (Area):	2.60
Value Code:	G
Effective Date:	Sept 26, 2000

TOTAL MARKET VALUE OF SUBJECT PROPERTY: $1,820