PROJECT: Golden Gate Estates

CLOSING STATEMENT

SELLER: Charles R. Hilger, Sr. and Marilyn J. Hilger, husband and wife

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

Date of Closing: December 29, 1999

Tax Identification Number: 42101760003

SELLER'S CLOSING STATEMENT

Purchase Price		$ 2,850.00
Less Seller's Expenses:		
Recording Fees Payable to Collier County Clerk of Courts	$ 29.20	
Prior Year(s) Real Estate Taxes Payable to Collier County Tax Collector	$ PAID	
1999 Real Estate Taxes Payable to Collier County Tax Collector	$ 34.26	
Representation Fee Payable to Glenn D. Storch, Esq., Trustee	$ 427.50	
Legal Fees re Probate Payable to Woodward, Pires & Lombardo, P.A.	$ 250.00	
Total Expenses to Seller		$ 740.96
Net Proceeds to Seller at Closing		$ 2,109.04

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL DOCUMENT.
FIRST TITLE & ABSTRACT

BUYER'S CLOSING STATEMENT

Purchase Price	$ 2,850.00
Florida Documentary Stamp Tax on Warranty Deed Payable to Collier County Clerk of Courts	$ 20.30
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	$ 3,042.30

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

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

Date Executed:_____

BUYER:

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

By:_____
DEPARTMENT OF ENVIRONMENTAL PROTECTION AS AGENT FOR BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

Date Executed:

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.

*** 2575405 OR: 2626 PG: 1774 ***

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
12/30/1999 at 11:38AM DWIGHT E. BROCK, CLERK

COMS	2850.00
REC FEE	6.00
DOC-.70	20.30

Retn:
FIRST TITLE & ABSTRACT
PICK UP

WARRANTY DEED

(Statutory Form - Section 689.02, Florida Statutes)

THIS INDENTURE, made this 10 day of November, A.D. 1999, between **Charles R. Hilger, Sr. and Marilyn J. Hilger, husband and wife** of 12229 Wind River Ln #11, Hudson, FL 34667, 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:

The West 75 feet of the East 150 feet of Tract 23, GOLDEN GATE ESTATES, Unit No. 99, according to the plat thereof, recorded in Plat Book 7, Page 33, of the Public Records of Collier County, Florida.

Property Appraiser's Parcel Identification No. 42101760003

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:

Pamela M. Bergen
Witness Signature
Witness Name: Pamela M. Bergen

Witness Signature
Witness Name: Susan C Baykin
As to all grantors

Charles R. Hilger Sr. (SEAL)
Charles R. Hilger, Sr.

Marilyn J. Hilger (SEAL)
Marilyn J. Hilger

STATE OF Florida
COUNTY OF Santa Rosa

The foregoing instrument was acknowledged before me this 10, day of November, 1999, by Charles R. Hilger, Sr. and Marilyn J. Hilger. Such person(s) (Notary Public must check applicable box):

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

FLA H436-550-36-636-0
FLA H436-156-57-890-0

(NOTARY PUBLIC SEAL)

SUSAN C BAYKIN
My Comm Exp. 7/28/00
Bonded By Service Ins
No. CC672771
Personally Known

Notary Public Signature

Susan C Baykin
(Printed, Typed or Stamped Name of Notary Public)

Commission Number: 7/28/00
My Commission Expires: CC672771

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

DEP-7119

Approved
Post Closing
by 9/12/01

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

10 2010 106 00002403

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.

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

CHICAGO TITLE INSURANCE COMPANY
By:

John Rau
President

By:

Thomas J Edams
Secretary

CHICAGO TITLE INSURANCE COMPANY CORPORATE SEAL

Approved
Post Closing
by 9/12/01

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 effect 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:

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

   (ii) 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:

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

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

CHICAGO TITLE INSURANCE COMPANY
OWNERS FORM

SCHEDULE A

Office File Number: DEP-7119 **Policy Number:** 10 2010 106 00002403

Date of Policy: December 30, 1999 at 11:38 am **Amount of Insurance:** $2, 850.00

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 2626, Page 1774, 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:

   The West 75 feet of the East 150 feet of Tract 23, GOLDEN GATE ESTATES, Unit No. 99, according to the plat thereof as recorded in Plat Book 7, page 33, Public Records of Collier County, Florida.

This Policy valid only if Schedule B is attached.

CHICAGO TITLE INSURANCE COMPANY

POLICY FORM

SCHEDULE B

Policy Number: 10 2010 106 00002403

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

General Exceptions:

1. Rights or claims of parties in possession 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. Easements or claims of easements not shown by the public records.

4. Any lien, or right to a lien, for service, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

5. Taxes or special assessments which are not shown as existing liens by the public records.

Special Exceptions: The mortgage, if any, referred to in item 4 of Schedule A, if this schedule is attached to an Owner's Policy.

6. Any claim that any portion of said lands are sovereignty lands of the State of Florida, including submerged, filled or artificially exposed lands and lands accreted to such lands.

7. Taxes and assessments for the year 1999 and subsequent years.

8. Conditions, restrictions and limitations together with easements reserved for public utility purposes as shown on the plat thereof, as recorded in Plat Book 7, Page 33, Public Records of Collier County, Florida.

Exceptions 1, 4, 5, 6 and 7 are hereby deleted.

Countersigned

Hadley Towne

Authorized Signatory

Note: If this schedule is attached to a Loan Policy, junior and subordinate matters, if any, are not reflected herein.

Note: This Policy consists of insert pages labeled Schedules A and B. This Policy is of no force and effect unless both pages are included along with any added pages incorporated by reference.

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.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE

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) ***This paragraph removed in Florida policies.***

(c) 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.

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 the 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 the Company at the issuing office or to:

Chicago Title Insurance Company • Claims Department
171 North Clark Street • Chicago, Illinios 60601-3294
In Florida Call 1-800-883-2020

Department of
Environmental Protection

Jeb Bush
Governor

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

David B. Struhs
Secretary

December 21, 1999

Per Judy Booth
This settlement does
Not need a Legal description
Of Property or Contract for sale & Purchase

The Honorable Robert E. Milligan
Comptroller of Florida, The Capitol
Tallahassee, Florida 32399

RE: Southern Golden Gate Estates Lawsuit Settlement Agreement
Batches 213-220, Closing Packages

Dear Comptroller Milligan:

Pursuant to the Contract for Sale and Purchase, will you please issue a state warrant in the amount and to the payee as indicated below:

PAYEE	CONTRACT NUMBER	REVIEW NUMBER	PROJECT NUMBER	TOTAL AMOUNT
First Title & Abstract FEID #59-2732938	S-8525 through S-8581	~~989243~~ BLA# 989482	00591	$ 319,053.90

Funding Breakdown

Org Code	EO	Fund	Category	Project#
3710 2100 591	8V	332008	084108-98	00591

This warrant is needed by 5:00 PM, December 27, 1999.

Upon closing on this purchase, the fee simple title will vest in the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, and the title insurance policies insuring marketability of title to the said parcels shall be delivered to the state.

DEP
Finance & Accounting
Contracts Section

Sincerely,

E. E. Kuester III, Chief
Bureau of Land Acquisition

EFK:rah

cc: Robert A. Hicks
Judy Booth
Lynda Watson, Grants

Batch #214

SGGE LAWSUIT - CLOSING DATE - December 29, 1999

Seller	Tax I.D.	DEP File #	Purchase Price	Closing Costs	Total Costs	Acres
Chavez, Gerard A.	45561040001	10628	$2,270.00	$188.10	$2,458.10	2.27
Kenyon, Harold C., Trustee	45235040007	10369	$2,270.00	$188.10	$2,458.10	2.27
Coffin, Robert J.	44021640007	9321	$2,850.00	$192.30	$3,042.30	1.14
Organ/Craig	42211400004	7194	$2,850.00	$196.80	$3,046.80	1.14
Hilger, Charles R.	42101760003	7119	$2,850.00	$192.30	$3,042.30	1.14
Pearson, Phillip & Mary Jane	43742000000	8941	$2,850.00	$196.80	$3,046.80	1.14
TOTALS			$15,940.00	$1,154.40	$17,094.40	9.1

APPROVED
FOR CLOSING

DEC 14 1999

WCR

By: William C. Robinson, Jr.
(DEP Attorney)

I verify the appraisal amount matches the contract, closing statement

Judy Booth.
12/14/99

PAGE NO. 1

STATE OF FLORIDA

VOUCHER SCHEDULE

DATE 12/22/1999

S-W/Agency Voucher No.
D00-0037-7242
F02928

OLO 370000
DEPARTMENT DEPARTMENT OF ENVIRONMENTAL PROTECTION
SITE ENVIRON. PROTECTION - ECO

VENDOR ID NUMBER OR SS NUMBER	PAYEE	OBJECT CODE	TRANS CODE / INVOICE(S) OBJECT AMOUNT	TRANS CODE / WARRANT AMOUNT
F592732938001	FIRST TITLE & ABSTRACT INC	5620	319053.90	319053.90

ACCOUNT NAME: LAND ACQUISITION ENVIRONMENTALY ENDANGERED UNIQUE IRREPLACEABLE
ACCOUNT CODE: 37302332000-3710000000-08410898

TOTAL 319053.90

TOTAL 319053.90

I hereby certify that the above transactions are in accordance with the Florida Statutes and all applicable laws and rules of the State of Florida.

For State Comptroller's Use Only

APPROVED: Tom A Barnett

TITLE

Time In 136

Audited By

SUMMARY OF IMPORTANT INFORMATION AND INDIVIDUAL CERTIFICATION OF VALUE

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

Project: Save Our Everglades (Golden Gate Estates)
B/A File #:97-4177 FDEP Contract #: SL617 Task Assignment #:1

Subject Identification Number:	42101760003
Owner:	HILGER SR, CHARLES=& MARIYN J
Address:	12229 WINDRIVER LN APT 11
City: / *State:* / *Zip:*	HUDSON / FL / 34667 - 2931
Twn: / *Rng:* / *Sec:*	
Township-Range-Section:	50 / 28 / 6
Subdivision:	80100
Previous Sale:	02/82
Bk: / *Pg:*	
Recording:	960 / 359
Legal Description:	GOLDEN GATE EST UNIT 99 W 75FT OF E 150FT OF TR 23 OR 960 PG 358 D/C AND OR 960 PG 359

Assessment Information:

Land Assessment:	$1,710
Improvements Assesment:	$0
Total Assessment:	$1,710
Total Taxes (1997):	$26.74
Land Size (Area):	1.14
Value Code:	B
Effective Date:	MAY 19,1998

TOTAL MARKET VALUE OF SUBJECT PROPERTY: $2,850