PROJECT: Golden Gate Estates

PROPOSED
CLOSING STATEMENT

SELLER: Lise Therrien, Individually and as Trustee of the Diaz Revocable Trust Agreement

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

Date of Closing: ~~April 18~~ July 15, 2002

Tax Identification Number: 45241280000

SELLER'S CLOSING STATEMENT

Purchase Price		$ 7,560.00
Less Seller's Expenses:		
Prior Year(s) Real Estate Taxes Payable to Collier County Tax Collector	$	~~83.00 (Est.)~~ 125.59
2001 Real Estate Taxes Payable to Collier County Tax Collector	$	~~22.93~~ -0-
2002 Escrowed Real Estate Taxes Payable to Collier County Tax Collector	$	~~6.78~~ 13.72
Other Expense Payable to	$	-0-
Total Expenses to Seller		$ ~~112.71 (Est.)~~ 139.31
Net Proceeds to Seller at Closing		$ ~~7,447.29 (Est.)~~ 7,420.69

BUYER'S CLOSING STATEMENT

Purchase Price	$ 7,560.00
Florida Documentary Stamp Tax on Warranty Deed Payable to Collier County Clerk of Courts	$ 53.20
Recording Fees: WD, Memo Trust, 2DCs, NT, CM AFF, SN Aff, Aff of Resignation. Payable to Collier County Clerk of Courts	$ ~~54.50~~ 75.00
Boundary Evidence Report Payable to	$ N/A
Environmental Site Observation Payable to	$ N/A
Title Insurance ($495.00 Total; $66.00 P.O.C.) Title Insurance $100.00; Title Cert $100.00; Update $40.00; Search $40.00; Exam $40.00; Closing Fee $175.00 Payable to First Title & Abstract, Inc.	$ 429.00
Total Amount Due from Buyer at Closing	$ ~~8,096.70~~ 8,117.20

SELLER:

Lise Therrien

Lise Therrien, Individually
and as Trustee of the Diaz
Revocable Trust Agreement

Date Executed: MARCH 20, 2002

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: 7-15-02

*** 3019996 OR: 3079 PG: 0558 ***
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
07/25/2002 at 10:37AM DWIGHT E. BROCK, CLERK
CONS 7600.00
REC FEE 6.00
DOC-.70 53.20

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.

Retn:
FIRST TITLE & ABSTRACT
PICK UP

WARRANTY DEED

(Statutory Form - Section 689.02, Florida Statutes)

THIS INDENTURE, made this 20th day of March, A.D. 2002, between **Lise Therrien, Individually and as Trustee of the Diaz Revocable Trust Agreement** of C/O Proulx & Proulx, PO Box 190, Sturgeon Falls, Ontario, CANADA POH 2GO, 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 East 105 feet of the East 180 feet of Tract 121, GOLDEN GATE ESTATES, Unit 160, according to plat thereof recorded in Plat Book 7, Page 47, of the Public Records of Collier County, Florida.

Property Appraiser's Parcel Identification No. 45241280000

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:

Witness Signature
Print Name: Dominique Proulx

Witness Signature
Print Name: Tammy DesOrmeaux
As to all grantors

Lise Therrien (SEAL)
Lise Therrien, Individually and as Trustee of the Diaz Revocable Trust Agreement

Province
STATE OF Ontario
COUNTY OF Nipissing
District

The foregoing instrument was acknowledged before me this 20th day of March, 2002, by Lise Therrien, Individually and as Trustee of the Diaz Revocable Trust Agreement. 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.

(NOTARY PUBLIC SEAL)

Notary Public Signature
DOMINIQUE GISELE MARIE PROULX
(Printed, Typed or Stamped Name of Notary Public)
Commission Number: n/a
My Commission Expires: n/a

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-15004

Approved
Post Closing

Fidelity National Title

INSURANCE COMPANY

ENDORSEMENT

Attached to and forming a Part of

Owners Policy Number **5332-205203**

Issued by:

Fidelity National Title Insurance Company

Office File Number: DEP-15004

The above-referenced Policy is hereby amended as follows:

Schedule A, Amount of Insurance, should read as follows, **$7,560.00**

In all other respects said commitment remains in full force and effect.

This Endorsement, when countersigned by an authorized signatory, is made a part of the policy or commitment and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extend expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Signed and sealed this 24th, day of June, 2004.

Countersigned:

By: Lesley Irvine

Authorized Signatory - Lesley Irvine

Approved
Post Closing

OPR-L1

POLICY NUMBER 5332- 205203

Owner's Policy of Title Insurance

Fidelity National Title Insurance Company

OF NEW YORK
A Stock Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK, a New York 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 herein;
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.

This policy shall not be valid or binding until Schedule A has been countersigned by either a duly authorized agent or representative of the Company and Schedule B has been attached hereto.

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

Approved
Post Closing

Fidelity National Title Insurance Company of New York

BY _____
President

ATTEST Charles H. Wimer
Secretary

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 law, 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.

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 l(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 own 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.

Fidelity National Title

INSURANCE COMPANY

ALTA OWNER'S POLICY (10-17-92)

(with Florida Modifications)

Office File Number: DEP-15004 **Policy Number:** 5332-205203

SCHEDULE A

Date of Policy: July 25, 2002 @ 10:37 a.m. **Amount of Insurance:** $7,600.00

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 which is covered by this policy is:

   FEE SIMPLE

3. Title to the estate or interest in the land is vested in the named insured, as shown by instrument recorded in Official Records Book 3079, Page 0558, of the Public Records of Collier County, Florida.

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

   The East 105 feet of the East 180 feet of Tract 121, GOLDEN GATE ESTATES, Unit No. 160, according to the plat thereof, recorded in Plat Book 7, Page 47, of the Public Records of Collier County, Florida.

Countersigned:

BY: Lesley Irvine

Authorized Signatory - Lesley Irvine

First Title & Abstract, Inc.
Colonial Square
1040 Goodlette Road, North
Naples Florida 34102
Ph: (941) 262-6455

Fidelity National Title

INSURANCE COMPANY

ALTA OWNER'S POLICY (10-17-92)
(with Florida Modifications)

Office File Number: DEP-15004

Policy Number: 5332-205203

SCHEDULE B

EXCEPTIONS FROM COVERAGE

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:

1. The lien of all taxes for the year 2002, and thereafter.

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

3. Any encroachments, easements, measurements, variations in area or content, party walls or other facts which a correct survey of the premises would shown.

4. Rights or claims of parties in possession.

5. Roads, ways, streams, if any, not shown by the public records, riparian rights and the title to any filled-in lands.

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

7. Conditions, Restrictions and Limitations together with easements reserved for public utility purposes as shown on plat thereof, recorded in Plat Book 7, Page 47, of the Public Records of Collier County, Florida.

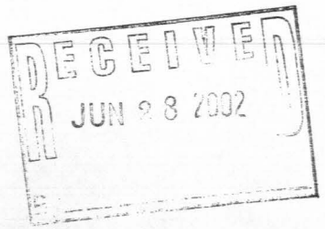
General Exceptions 1, 2, 4 and 5 are hereby deleted.

Schedule B of the Policy consists of 1 Page

GGE - 0370.a

SGGE REMAINING PARCELS - Closing Date: July 15, 2002

	DEP File#	Tax ID #	Seller:	Phase	Tract #/Unit#	Purchase Price:	DEP Closing Costs	TOTALS	Acres
1	15004	45241280000	Therrien, Lise (Diaz)	7	Tr 121, U 160	$ 7,560.00	$ 557.20	$ 8,117.20	1.60
2	11783	42445360004	Ellis, Bonnie/Bush, Peggy (Bush)	11	Tr 48, U 103	$ 11,400.00	$ 541.80	$ 11,941.80	1.60
3								$ -	
4								$ -	
5								$ -	
6								$ -	
7								$ -	
8								$ -	
9								$ -	
10								$ -	
						$ 18,960.00	$ 1,099.00	$ 20,059.00	3.20



STATE OF FLORIDA
OFFICE OF COMPTROLLER
REMITTANCE ADVICE

4-03 572 365

THIS IS NOT A PAYMENT DEVICE

FLAIR ACCOUNT CODE	OLO	SITE	DOCUMENT NUMBER	OBJECT	DATE	PAYMENT NO
37-302348011-37100200-00-08410801	370000	08	D3000025778	5620	07/19/02	0072837

PAYMENT AMOUNT
$ 28,759.40

DO NOT CASH

AGENCY DOCUMENT NO
VF00176

FIRST TITLE & ABSTRACT INC
1040 GOODLETTE RD N
NAPLES FL 33940

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
S13997999	$	28,759.40

mailed 7/23/02

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

FLAIR ACCOUNT CODE: 37-302348011-37100200-00-08410801 | OLO: 370000 | SITE: 08 | DOCUMENT NO: D3000025778 | VENDOR ID: VF00176 | OBJECT: 5620 | DATE: 07/19/02 | WARRANT NO: 0072837 | 63-69 / 630

CONTACT (850) 488-6439 FOR PAYMENT QUESTIONS

VOID AFTER 12 MONTHS

STATE OF FLORIDA
OFFICE OF COMPTROLLER

4-03 572 365

PAY TWENTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY NINE & 40/100 DOLLARS

AMOUNT $****28,759.40

TO THE ORDER OF

FIRST TITLE & ABSTRACT INC
1040 GOODLETTE RD N
NAPLES FL 33940

EXPENSE WARRANT

TO: TREASURER OF FLORIDA
TALLAHASSEE

Robert L McCague

COMPTROLLER OF FLORIDA

⑈34007283?0?⑈ ⑆063000969⑆ ⑈L2⑈

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 #:01-5208 FDEP Contract #: SL689 Task #: 20

Subject Identification Number:	**45241280000**
Owner:	**DIAZ, GUILLERMO=& RENA R**
Address:	**149 NE 30TH ST**
	City: **WILTON MANORS** *State:* **FL** *Zip:* **33334** - **1064**
Township-Range-Section:	*Twn:* **51** *Rng:* **28** *Sec:* **18**
Subdivision:	
Previous Sale:	
Recording:	*Bk:* *Pg:*
Legal Description (per deed):	THE EAST 105 FEET OF THE EAST 180 FEET OF TRACT 121, GOLDEN GATE ESTATES UNIT 160, AS RECORDED IN PLAT BOOK 7, PAGE 47, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA
Legal Description (per tax roll):	GOLDEN GATE ESTATES UNIT 160 THE EAST 105FT OF TRACT 121
Area:	**GOLDEN GATE ESTATES**
Assessment Information:	
Land Assessment:	**$1,272**
Improvements Assessment:	**$0**
Total Assessment:	**$1,272**
Total Taxes (2000):	**$19.89**
Land Size (Area):	**1.60**
Value Code:	N
Effective Date:	**November 26, 2001**

TOTAL MARKET VALUE OF SUBJECT PROPERTY: **$2,560** 7,560