PROJECT: Save Our Everglades-SGGE

**CLOSING STATEMENT**

SELLER: Linda Della Penna, as surviving joint tenant of Ernest Della Penna, (deceased)

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

Date of Closing: 5/15/02

Tax Identification Number: 44389680000

**SELLER'S CLOSING STATEMENT**

| | | |
|---|---|---|
| Purchase Price | | $ 20,600.00 |
| Less Seller's Expenses: | | |
| 2001 Real Estate Taxes<br>Payable to Collier County Tax Collector | $ PAID | |
| 2002 Escrowed Real Estate Taxes<br>Payable to Collier County Tax Collector | $ 49.44 | |
| Total Expenses to Seller | | $ 49.44 |
| Net Proceeds to Seller at Closing to be paid by State Warrant | | $ 20,550.56 |

**BUYER'S CLOSING STATEMENT**

| | |
|---|---|
| Purchase Price | $ 20,600.00 |
| Florida Documentary Stamp Tax on Warranty Deed<br>Payable to Collier County Clerk of Courts | $ 144.20 |
| Recording Fees CCDC, NTC, WD<br>Payable to Collier County Clerk of Courts | $ 18.00 |
| Boundary Evidence Report/Survey (Prorated)<br>Payable to Southern Mapping Technology, Inc. | $ N/A |
| Environmental Site Observation<br>Payable to | $ N/A |
| Title Insurance ($553.45 total; $33.00 P.O.C.)<br>Title Insurance $118.45; Title Cert $100.00; Update $40.00; Search $40.00; Update $40.00 Exam $40.00; Closing Fee $175.00<br>Payable to First Title & Abstract, Inc. | $ 520.45 |
| Total Amount Due from Buyer at Closing | $ 21,282.65 |

SELLER:

Linda Della Penna
SELLER

Date Executed: 4/20/02

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

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

Date Executed: 5/6/02

*** 2982714 OR: 3037 PG: 1837 ***
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
05/15/2002 at 02:22PM DWIGHT E. BROCK, CLERK
CONS 20600.00
REC FEE 6.00
DOC-.70 144.20
Retn:
FIRST TITLE & ABSTRACT
PICK UP

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 20016 (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.

# WARRANTY DEED

(Statutory Form - Section 689.02, Florida Statutes)

THIS INDENTURE, made this 5 day of April, A.D. 2001, between **Linda Della Penna, surviving joint tenant of Ernest Della Penna, (deceased)** of 1111 Franklin Lane, Rockaway NJ 07866 , 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 101, GOLDEN GATE ESTATES, Unit No. 146, according to the plat thereof, recorded in Plat Book 5, Page 53, of the Public Records of Collier County, Florida.

Property Appraiser's Parcel Identification No. 44389680000

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:

Michael J. Belessis
Witness Signature
Witness Name: Michael J. Belessis

Heather E Parks
Witness Signature
Witness Name: Heather E. Parks
As to all grantors

Linda Della Penna (SEAL)
Linda Della Penna

STATE OF New Jersey
COUNTY OF Sussex

The foregoing instrument was acknowledged before me this 5, day of April, 2001, by Linda Della Penna. Such person(s) (Notary Public must check applicable box):

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

(NOTARY PUBLIC SEAL)

Andrea Lindsay
Notary Public Signature
Andrea Lindsay
(Printed, Typed or Stamped Name of Notary Public)
Commission Number: 2273562
My Commission Expires: March 27, 2006

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
Post Closing

DEP-9768

POLICY NUMBER 5332- 197816

**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.*

**Fidelity National Title Insurance Company of New York**

BY _____
President

SEAL

ATTEST Charles H. Wimer
Secretary

**Approved Post Closing**

# Fidelity National Title

INSURANCE COMPANY

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

**(with Florida Modifications)**

**Office File Number:** DEP-9768 **Policy Number:** 5332-197816

## SCHEDULE A

**Date of Policy:** May 15, 2002 @ 2:22 p.m. **Amount of Insurance:** $20,600.00

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 3037, Page 1837, of the Public Records of Collier County, Florida.

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

   All of Tract 101, GOLDEN GATE ESTATES, Unit No. 146, according to the plat thereof, recorded in Plat Book 5, Page 53, 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-9768

**Policy Number:** 5332-197816

## 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 show.

4. Rights or claims of parties in possession.

5. Roads, ways, streams, if any, not shown of record, riparian rights and the title to any filled-in land.

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 5, Page 53, 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**

**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 the above 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) 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 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.

Batch - 013LS.a SGGE REMAINING PARCELS *(Lawsuit)* - Closing Date: 5/9/02

| | DEP File# | Tax ID # | Seller: | Phase | Tract #/Unit# | Purchase Price: | DEP Closing Costs | TOTALS | Acres |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 9768 | 44389680000 | DELLA PENNA, LINDA | | T 101/U 146 | $ 20,600.00 | $ 682.65 | $ 21,282.65 | 5.20 |
| 2 | 10494 | 45368440008 | DE MICHAEL, KATHRYN | | T 136/U 162 | $ 6,760.00 | $ 555.60 | $ 7,315.60 | 1.10 |
| 3 | 8962 | 43726880008 | DE MICHAEL, KATHRYN | | T 72/U 131 | $ 9,400.00 | $ 573.80 | $ 9,973.80 | 1.10 |
| 4 | 9269 | 43967000003 | KELLEY, EDWARD & KELLY, WALTER | | T 74/U 137 | $ 8,600.00 | $ 596.70 | $ 9,196.70 | 1.10 |
| 5 | 10416 | 45294640008 | KOUTSOURES, CHERYL K. | | T 51/U 161 | $ 6,920.00 | $ 569.00 | $ 7,489.00 | 1.10 |
| 6 | 7111 | 42100560000 | KESSLER, AKA MURPHY, MARY | | T 11/U 99 | $ 14,200.00 | $ 629.90 | $ 14,829.90 | 2.30 |
| 7 | 10312 | 45171240000 | PAUL, ARTHUR & DORIS | | T 13/U 159 | $ 6,760.00 | $ 555.60 | $ 7,315.60 | 1.10 |
| 8 | 9950 | 44662840004 | PRICE, THOMAS & MARILYN | | T 33/U 150 | $ 13,000.00 | $ 599.00 | $ 13,599.00 | 5.00 |
| 9 | | | | | | | | | |
| 10 | | | | | | | | | |
| | | | | | | $ 86,240.00 | $ 4,762.25 | $ 91,002.25 | 18.00 |

# STATE OF FLORIDA

OFFICE OF COMPTROLLER

REMITTANCE ADVICE

4-03 015 711

THIS IS NOT A PAYMENT DEVICE

| FLAIR ACCOUNT CODE | OLO | SITE | DOCUMENT NUMBER | OBJECT | DATE | PAYMENT NO |
|---|---|---|---|---|---|---|
| 37-302348011-37100200-00-08410801 | 370000 | 08 | D2000624049 | 5620 | 05/08/02 | 1847119 |

PAYMENT AMOUNT
$ 91,002.25

DO NOT CASH

AGENCY DOCUMENT NO
VF07985

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 |
|---|---|
| S13765772 | $ 91,002.25 |

Mailed 5/10/02

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

| FLAIR ACCOUNT CODE | SWDN | ADN | OBJECT | DATE | WARRANT NO | 63-69 / 630 |
|---|---|---|---|---|---|---|
| 37-302348011-37100200-00-08410801 | D2000624049 | VF07985 | 5620 | 05/08/02 | 1847119 | |

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

VOID AFTER 12 MONTHS

4-03 015 711

# STATE OF FLORIDA

OFFICE OF COMPTROLLER

PAY

NINETY-ONE-THOUSAND-TWO & 25/100 DOLLARS

AMOUNT

$****91,002.25

TO THE ORDER OF:

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

VENDOR ID NUMBER

EXPENSE WARRANT

TO: TREASURER OF FLORIDA
TALLAHASSEE

Robert L. Milligan

COMPTROLLER OF FLORIDA

⑈24184711901⑈ ⑆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 #:01-5208 FDEP Contract #: SL689 Task #: 20**

| | |
|---|---|
| Subject Identification Number: | 44389680000 |
| Owner: | PENNA ET UX, ERNEST DELLA |
| Address: | 197 SATTERTHWAITE AVE |
| | |
| *City:* / *State:* / *Zip:* | NUTLEY / NJ / 07110 - 1829 |
| *Twn:* / *Rng:* / *Sec:* | 51 / 28 / 2 |
| Township-Range-Section: | |
| Subdivision: | |
| Previous Sale: | |
| *Bk:* / *Pg:* | |
| Recording: | |
| Legal Description (per deed): | TRACT 101, GOLDEN GATE ESTATES UNIT 146, AS RECORDED IN PLAT BOOK 5, PAGE 53, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA. |
| Legal Description (per tax roll): | GOLDEN GATE ESTATES UNIT 146 TRACT 101 |
| Area: | GOLDEN GATE ESTATES |

Assessment Information:

| | |
|---|---|
| Land Assessment: | $7,725 |
| Improvements Assessment: | $0 |
| Total Assessment: | $7,725 |
| Total Taxes (2000): | $120.82 |
| Land Size (Area): | 5.20 |
| Value Code: | M |
| Effective Date: | November 26, 2001 |

20,600 @ 3w

**TOTAL MARKET VALUE OF SUBJECT PROPERTY:** $15,600