PROJECT: Golden Gate Estates

PROPOSED
CLOSING STATEMENT

SELLER: Susana De Zellweger, Surviving Spouse of Hans Zellweger, deceased

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

Date of Closing: ~~May 25,~~ June 23 2000

Tax Identification Number: 451736000$_{04}$

SELLER'S CLOSING STATEMENT

Purchase Price		$ 2,730.00
Less Seller's Expenses:		
Prior Year(s) Real Estate Taxes Payable to Collier County Tax Collector	$ PAID	
1998 Real Estate Taxes Payable to Collier County Tax Collector	$ PAID	
1999 Escrowed Real Estate Taxes Payable to Collier County Tax Collector	$ ~~12.86~~ 15.42	
Other Expense Obtain Non-TAX Cert Payable to Dept. of Revenue	$ ~~0~~ 5.00	
Total Expenses to Seller		$ ~~12.86~~ 20.42
Net Proceeds to Seller at Closing		$ ~~2,717.14~~ 2,709.58

BUYER'S CLOSING STATEMENT

Purchase Price	$ 2,730.00
Florida Documentary Stamp Tax on Warranty Deed Payable to Collier County Clerk of Courts	$ 19.60
Recording of WD, DC NT Payable to Collier County Clerk of Courts	$ ~~27.00~~ 31.50
Boundary Evidence Report Payable to	$ N/A
Environmental Site Observation Payable to	$ N/A
Title Insurance ($199.00 Total; $66.00 P.O.C.) Payable to First Title & Abstract, Inc.	$ 133.00
Total Amount Due from Buyer at Closing	$ ~~2,909.60~~ 2,914.10

SELLER:

S. Zellweger

Date Executed: 04/03/00

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: 4/3/00

DEP-16246

2654376 OR: 2691 PG: 0317

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
06/26/2000 at 02:40PM DWIGHT E. BROCK, CLERK

CONS	2730.00
REC FEE	10.50
DOC-.70	19.60

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 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.

WARRANTY DEED

(Statutory Form - Section 689.02, Florida Statutes)

THIS INDENTURE, made this 3rd day of April, A.D. 2000, between **Susana De Zellweger, Surviving Spouse of Hans Zellweger, deceased** of c/o Andres Zellweger, 8604 Volketswil, Hinterberg Strassee #5, SWITZERLAND , 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 180 feet of Tract 35, Golden Gate Estates, Unit No. 159, according to plat thereof, recorded in Plat Book 5, Page 59, of the Public Records of Collier County, Florida.

Property Appraiser's Parcel Identification No. 451736000 04

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.

The grantor hereby warrants that the spouse with whom title to this property was acquired was continuously married to me from the time of its acquisition through the time of my spouse's death.

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:

R. Dehli
Witness Signature

Witness Name: R. DEHLI

Stefany R. Kray
Witness Signature

Witness Name: STEFANY R. KRAY

S. Jellweger
Susana De Zellweger (SEAL)

As to all grantors

Approved
Post Closing

COUNTRY OF)
CITY OF) SS
EMBASSY OF THE UNITED)
STATES OF AMERICA)

SWISS CONFEDERATION
CANTON AND CITY OF ZURICH
CONSULAR AGENCY OF THE
UNITED STATES OF AMERICA } SS

I, Ellen Bruckmann, Consul AGENT of the United States of America at Zurich, Switzerland, _____, duly commissioned and qualified, do hereby certify that on this 3 day of APRIL, 2000, before me personally appeared Susana De Zellweger, known to me, or proved to me on the basis of satisfactory evidence to be the individual described in, whose name is subscribed to, and who executed the foregoing instrument, and being informed by me of the contents of said instrument he/she duly acknowledged to me that he/she executed the same freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official ~~seal~~ the day and year last above written.

E Bruckmann.
Signature of Consul of the United States of America

(SEAL)

Ellen A. Bruckmann
U.S. Consular Agent
Printed Name of Consul

Type of identification produced: PPT 5957380

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-16246

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

(WITH FLORIDA MODIFICATIONS)

10 2010 106 00003463

CHICAGO TITLE INSURANCE COMPANY

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

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

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

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

CHICAGO TITLE INSURANCE COMPANY
By:

John Rau
President

By:

Thomas J Edams
Secretary

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

Approved
Post Closing

CHICAGO TITLE INSURANCE COMPANY CORPORATE SEAL

CHICAGO TITLE INSURANCE COMPANY

OWNERS FORM

SCHEDULE A

Office File Number: DEP- 16246

Policy Number: 10 2010 106 00003463

Date of Policy: June 26, 2000 at 2:40 pm

Amount of Insurance: $2,730.00

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 2691, Page 317, 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 180 feet of Tract 35, GOLDEN GATE ESTATES, Unit No. 159, according to the plat thereof as recorded in Plat Book 5, page 59, 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 00003463

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.

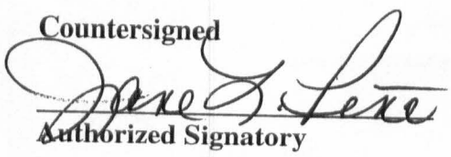
6. Any claim that any portion of said lands are sovereignty lands of the State of Florida, including submerged, filled or artificially exposed lands and lands accreted to such lands.

7. Taxes and assessments for the year 2000 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 5, Page 59, Public Records of Collier County, Florida.

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

Countersigned



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 defense as required or permitted by the provisions of this policy, the Compar may pursue any litigation to final determination by a court of competent juri diction and expressly reserves the right, in its sole discretion, to appeal fro any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to pros cute or provide for the defense of any action or proceeding, the insured sha secure to the Company the right to so prosecute or provide defense in th action or proceeding, and all appeals therein, and permit the Company t use, at its option, the name of the insured for this purpose. Whenev requested by the Company, the insured, at the Company's expense, shall giv the Company all reasonable aid (i) in any action or proceeding, securir evidence, obtaining witnesses, prosecuting or defending the action or pr ceeding, or effecting settlement, and (ii) in any other lawful act which in th opinion of the Company may be necessary or desirable to establish the title the estate or interest as insured. If the Company is prejudiced by the failure the insured to furnish the required cooperation, the Company's obligations the insured under the policy shall terminate, including any liability or oblig tion to defend, prosecute, or continue any litigation, with regard to the matt or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conc tions and Stipulations have been provided the Company, a proof of loss damage signed and sworn to by the insured claimant shall be furnished to th Company within 90 days after the insured claimant shall ascertain the fac giving rise to the loss or damage. The proof of loss or damage shall describ the defect in, or lien or encumbrance on the title, or other matter insure against by this policy which constitutes the basis of loss or damage and sha state, to the extent possible, the basis of calculating the amount of the loss damage. If the Company is prejudiced by the failure of the insured claimant t provide the required proof of loss or damage, the Company's obligations t the insured under the policy shall terminate, including any liability or oblig tion to defend, prosecute, or continue any litigation, with regard to the matte or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit t examination under oath by any authorized representative of the Compan and shall produce for examination, inspection and copying, at such reasor able times and places as may be designated by any authorized representativ of the Company, all records, books, ledgers, checks, correspondence an memoranda, whether bearing a date before or after Date of Policy, whic reasonably pertain to the loss or damage. Further, if requested by any autho ized representative of the Company, the insured claimant shall grant its per mission, in writing, for any authorized representative of the Company to exam ine, inspect and copy all records, books, ledgers, checks, correspondenc and memoranda in the custody or control of a third party, which reasonabl pertain to the loss or damage. All information designated as confidential b the insured claimant provided to the Company pursuant to this Section shal not be disclosed to others unless, in the reasonable judgment of the Com pany, it is necessary in the administration of the claim. Failure of the insure claimant to submit for examination under oath, produce other reasonabl requested information or grant permission to secure reasonably necessar information from third parties as required in this paragraph shall terminate an 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 followinç 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 insurec claimant, which were authorized by the Company, up to the time of payment o 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.

BATCH #GGE-0131.a

GOLDEN GATE ESTATE REMAINING PARCELS - CLOSING DATE/June 23, 2000

Seller	Tax I.D.	DEP File #	Purchase Price	Closing Costs	Total Costs	Acres
Sekula, Rosa	44559200003	14230	$2,730.00	$164.60	$2,894.60	2.73
Smelko, Jr. Louis Addison	43437760006	12901	$12,875.00	$257.80	$13,132.80	5.15
Socha, Angeline	44560240007	14239	$1,590.00	$162.20	$1,752.20	1.59
Westerinen, Laurie C.	44321720009	13944	$4,086.00	$185.70	$4,271.70	2.27
White, Lois H.	44889120002	14593	$1,590.00	$162.20	$1,752.20	1.59
Yorger, Carl D. & Donna L.	45293880005	15036	$1,140.00	$184.90	$1,324.90	1.14
De Zellweger, Susana	45173600004	16246	$2,730.00	$184.10	$2,914.10	2.73
Bouressa, Joan M.	45121640003	14844	$2,730.00	$158.60	$2,888.60	2.73
Walsh/Eliason	45066040001	14802	$5,000.00	$184.50	$5,184.50	5
TOTALS			$34,471.00	$1,644.60	$36,115.60	24.93

I verify the appraisal amount matches the contract, closing statement

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:	45173600004
Owner:	ZELLWEGER, HANS=& SUSANA DE
	CH 8008 ZURICH
Address:	C/O M SCHLATTER
	SEEFLDSTR 141
	City: SWITZERLAND *State:* *Zip:* -
	Twn: 51 *Rng:* 28 *Sec:* 17
Township-Range-Section:	
Subdivision:	85400
Previous Sale:	04/73
	Bk: 517 *Pg:* 995
Recording:	
Legal Description:	GOLDEN GATE EST UNIT 159 W
	180FT OF TR 35 OR 517 PG 995
Assessment Information:	
Land Assessment:	$819
Improvements Assesment:	$0
Total Assessment:	$819
Total Taxes (1997):	$12.81
Land Size (Area):	2.73
Value Code:	D
Effective Date:	MAY 19,1998

TOTAL MARKET VALUE OF SUBJECT PROPERTY: $2,730