PROJECT: South of the Border

CLOSING STATEMENT

SELLER: Ernest E. Burnett and Marianne Burnett, Husband and Wife

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

Date of Closing: January 14, 2000

Tax Identification Number: 00795600003

SELLER'S CLOSING STATEMENT

Purchase Price		$ 2,500.00
Less Seller's Expenses:		
Prior Year(s) Real Estate Taxes Payable to Collier County Tax Collector	$ PAID	
1999 Real Estate Taxes Payable to Collier County Tax Collector	$ PAID	
2000 Escrowed Real Estate Taxes Payable to Collier County Tax Collector	$ .85	
Total Expenses to Seller		$ .85
Net Proceeds to Seller at Closing to be paid by State Warrant		$ 2,499.15

BUYER'S CLOSING STATEMENT

Purchase Price	$ 2,500.00
Florida Documentary Stamp Tax on Warranty Deed Payable to Collier County Clerk of Courts	$ 17.50
Recording Fees Payable to Collier County Clerk of Courts	$ 6.00
Boundary Evidence Report/Survey (Prorated) Payable to Southern Mapping Technology, Inc.	$ **P.O.C.
Environmental Site Observation Payable to W.R.S. Infrastructure & Environment, Inc.	$ 675.00 P.O.C.
Title Insurance & Settlement Fee Payable to First Title & Abstract, Inc.	$ 199.00
Total Amount Due from Buyer at Closing	$ 2,722.50

SELLER:

Ernest Burnett
SELLER

Marianne Burnett
SELLER

Date Executed: 12/30/99

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: 12/30/99

** The fee for the Boundary Evidence Report/Survey is a Buyer's expense which is to be paid outside of closing. The figure for such report was not available at the time of closing.

DEP-16312

*** 2583939 OR: 2633 PG: 1497 ***
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
01/21/2000 at 12:39PM DWIGHT B. BROCK, CLERK
CONS 2500.00
REC FEE 6.00
DOC-.70 17.50

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 30th day of December, A.D. 1999, between **Ernest E. Burnett and Marianne Burnett, Husband and Wife** of 27672 Dungarvin Ln. San Juan Capo, CA 92675-5200 , 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 South ½ of the Northeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 31, Township 51 South, Range 28 East, situated and lying in Collier County, Florida.

Property Appraiser's Parcel Identification No. 00795600003

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
Witness Name: Jan A Marchese

Witness Signature
Witness Name: Sonya Marchese
As to all grantors

Ernest E. Burnett (SEAL)
Ernest E. Burnett

Marianne Burnett (SEAL)
Marianne Burnett

STATE OF CALIFORNIA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 30th day of DECEMBER, 1999, by Ernest E. Burnett and Marianne Burnett. Such person(s) (Notary Public must check applicable box):

TERRI BOOTH
COMM. #1099663
Notary Public California
ORANGE COUNTY
My Commission Exp. 6/5/00

(NOTARY PUBLIC SEAL)

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

Notary Public Signature
Terri Booth
(Printed, Typed or Stamped Name of Notary Public)
Commission Number: 1099663
My Commission Expires: 6/5/00

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-16312

POLICY NUMBER 5332- 293619

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

Fidelity National Title

INSURANCE COMPANY

1. Office File Number: DEP-16312
2. Policy Number: 5332-293619
3. Date of Policy: January 21,2000 @ 12:39 p.m.
4. Amount of Insurance: $2,500.00
5. Premium Amount: $100.00
6. Reissue Amount: $
7. Endorsements: $

Fidelity National Title

INSURANCE COMPANY

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

(with Florida Modifications)

Office File Number: DEP-16312 **Policy Number:** 5332-293619

SCHEDULE A

Date of Policy: January 21, 2000 @ 12:39 p.m. **Amount of Insurance:** $2,500.00

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 2633, Page 1497, of the Public Records of Collier County, Florida.

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

   The South ½ of the Northeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 31, Township 51 South, Range 28 East, situated and lying in Collier County, Florida.

Countersigned:

BY: _____

Authorized Signatory - Jane L. Pena

First Title & Abstract, Inc.
Colonial Square
1040 Goodlette Road, North
Naples Florida 34102
Ph: (239) 262-6455

Fidelity National Title
INSURANCE COMPANY

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

Office File Number: DEP-16312

Policy Number: 5332-293619

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 2000, 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 not shown by the public records.
5. Roads, ways, streams, if any, not shown by the public records, riparian rights and the title to any filled-in land.
6. Easements or claims of easements not shown by the public records.
7. Easement for road right-of-way over and across the South 25 feet of subject property by Gulf American Land Corporation, a Florida Corporation, as recorded in O.R. Book 191, Page 788, of the Public Records of Collier County, Florida.

General Exceptions 1, 2, 4, and 6 are hereby deleted.

Schedule B of the Policy consists of 1 Page

Fidelity National Title

INSURANCE COMPANY

1-20 dlf 99

COMMITMENT

SCHEDULE A

1. **Effective Date:** October 26, 1999 @5:00 p.m. **Office File Number:** DEP-16312

2. Policy or Policies to be issued:
   (a) ALTA Owner's Policy - 1990 (Rev. 10-17-92) **Amount:** $2,500.00
   Proposed Insured:

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

   (b) ALTA Loan Policy - 1990 (Rev. 10-17-92) **Amount:** $
   Proposed Insured:

3. The Estate or interest in the land described or referred to in this Commitment and covered herein is: Fee Simple

4. Title to the estate or interest in said land is at the effective date hereof vested in:

   Ernest E. Burnett and Marianne Burnett, his wife, by instrument recorded in O.R. Book 927, Page 182, of the Public Records of Collier County, Florida.

5. The land referred to in this Commitment is described as follow:

   The South ½ of the Northeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 31, Township 51 South, Range 28 East, situated and lying in 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

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.

Department of Environmental Protection

Jeb Bush
Governor

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

David B. Struhs
Secretary

January 07, 2000

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

Re: State Warrants for Save Our Everglades
Project Number: 00591

Dear Comptroller Milligan:

Pursuant to the Contracts for Sale and Purchase, will you please issue state warrants in the amounts and to the payees as listed below:

Seller	Contract Review Number Number	Title Services	Purchase Price	Total Amount
Ernest E. Burnett and Marianne Burnett	S-7423 012947	$222.50	$2,500.00	$2,722.50
Make Payable to First Title & Abstract, Inc.	**the amount of:**			**$2,722.50**

Org. Code: 3710-2100-000/8V Fund #332008 Category/Year: 084108-98 P2000 Fund

These warrants are needed by 5:00 p.m., Friday, January 14, 2000.

Upon closing of these purchases, the fee simple titles 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.

Sincerely,

Edward F. Kuester, III, Chief
Bureau of Land Acquisition
Division of State Lands

cc: Mr. Robert Hicks

PLEASE CALL: Robert Hicks, Judy Booth or Amy Bell for Warrant Pickup !

RECEIVED
JAN 19 2000
DEP
Finance & Accounting
Contracts Section

STATE OF FLORIDA
OFFICE OF COMPTROLLER
REMITTANCE ADVICE

4-31 277 073

THIS IS NOT A PAYMENT DEVIC

SAMAS ACCOUNT CODE	OLO	SITE	DOCUMENT NUMBER	OBJECT	DATE	PAYMENT N
37-302332008-37100000-00-08410898	370000	07	D0000411259	5620	01/12/00	1402216

PAYMENT AMOUNT
$ 2,722.50

DO NOT CASH

AGENCY DOCUMENT NO
VF03221

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

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

INVOICE NUMBER	AMOUNT
S7423	$ 2,722.50

Mailed 01/18/00

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

SAMAS ACCOUNT CODE	DOCUMENT NO.	OBJECT	DATE	WARRANT NO	63-69 / 630
37-302332008-37100000-00-08410898	D0000411259	5620	01/12/00	1402216	

VOID AFTER 12 MONTHS

STATE OF FLORIDA
OFFICE OF COMPTROLLER

4-31 277 073

PAY

TWO-THOUSAND-SEVEN-HUNDRED-TWENTY-TWO & 50/100 DOLLARS

AMOUNT
$*****2,722.50

TO THE ORDER OF:

VENDOR ID NUMBER

EXPENSE WARRANT

TO: TREASURER OF FLORIDA
TALLAHASSEE

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

COMPTROLLER OF FLORIDA

⑈04140221609⑈ ⑆063000694⑆ ⑈421⑈

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 #:98-4496 FDEP Contract #: SL689 Task Assignment #:6

Subject Identification Number:	00795600003
Owner:	BURNETT, ERNEST E=& MARIANNE
Address:	27672 DUNGARVIN LN
City: / *State:* / *Zip:*	SAN JUAN CAPO / CA / 92675 - 5200
Township-Range-Section: (*Twn:* / *Rng:* / *Sec:*)	51 / 28 / 31
Subdivision:	100
Previous Sale:	06/81
Recording: (*Bk:* / *Pg:*)	927 / 182
Legal Description:	31 51 28 S1/2 OF NE1/4 OF SW1/4 OF SE1/4 5 AC OR 927 PG 182-83
Area:	SOUTH OF THE BORDER

Assessment Information:

Land Assessment:	$1,500
Improvements Assesment:	$0
Total Assessment:	$1,500
Total Taxes (1997):	$23.46
Land Size (Area):	5.00
Value Code:	G
Effective Date:	JAN 12, 1999

500 per ac / 5 ac

TOTAL MARKET VALUE OF SUBJECT PROPERTY: $2,500