PROJECT: Golden Gate Estates

CLOSING STATEMENT

SELLER: Kathy Dietzman, Timothy Walters and Janine Sadkin

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

Date of Closing: February 10, 2000

Tax Identification Number: 4354224000/0

SELLER'S CLOSING STATEMENT

Purchase Price		$ 2,850.00
Less Seller's Expenses:		
Recording Fees Payable to Collier County Clerk of Courts	$ 30.00	
Prior Year(s) Real Estate Taxes Payable to Collier County Tax Collector	$ PAID	
1999 Real Estate Taxes Payable to Collier County Tax Collector	$ 34.97	
2000 Escrowed Real Estate Taxes Payable to Collier County Tax Collector	$ 3.96	
Representation Fee Payable to Glenn D. Storch, Esq., Trustee	$ 427.50	
Total Expenses to Seller		$ 496.43
Net Proceeds to Seller at Closing		$ 2,353.57

BUYER'S CLOSING STATEMENT

Purchase Price	$ 2,850.00
Florida Documentary Stamp Tax on Warranty Deed Payable to Collier County Clerk of Courts	$ 20.30
Recording of Warranty Deed Payable to Collier County Clerk of Courts	$ 10.50
Boundary Evidence Report Payable to	$ N/A
Environmental Site Observation Payable to	$ N/A
Title Insurance ($199.00 total; $33.00 P.O.C.) Payable to First Title & Abstract, Inc.	$ 166.00
Total Amount Due from Buyer at Closing	$ 3,046.80

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

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

Date Executed: 2/2/00

BUYER:

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

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

Date Executed: 2-2-00

DEP-8709

1.14

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.

2593458 OR: 2641 PG: 0447
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
02/14/2000 at 03:03PM DWIGHT E. BROCK, CLERK

CONS	2850.00
REC FEE	10.50
DOC-.70	20.30

Retn:
FIRST TITLE & ABSTRACT
PICK UP

WARRANTY DEED

(Statutory Form - Section 689.02, Florida Statutes)

THIS INDENTURE, made this 29 day of Oct, A.D. 1999, between **Kathy Dietzman, Timothy Walters and Janine Sadkin** of 323 Chippendell Lane, Mosheim, TN 37818, 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 75 feet of the West 150 feet of Tract 26, GOLDEN GATE ESTATES, Unit No. 124, according to the Plat thereof, as recorded in Plat Book 5, Page 41, Public Records of Collier County, Florida.

Property Appraiser's Parcel Identification No. 4354224000/0

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: Lori Bragdon

Witness Signature
Witness Name: Terry Laws

Witness Signature
Witness Name: MARK SADKIN

Witness Signature
Witness Name: Sherry L. Walters

Witness Signature
Witness Name: Sherry L. Walters

Witness Signature
Witness Name: Sean Walters

Kathy Dietzman (SEAL)

Timothy Walters (SEAL)

Janine Sadkin (SEAL)

DEP-8709

Approved
Post Closing

STATE OF TN
COUNTY OF Greene

The foregoing instrument was acknowledged before me this 24th day of Oct, 1999, by Kathy Dietzman. Such person(s) (Notary Public must check applicable box):

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

(NOTARY PUBLIC SEAL)

Lori Bragdon
Notary Public Signature

Lori Bragdon
(Printed, Typed or Stamped Name of Notary Public)

Commission Number:
My Commission expires: 10-16-2002

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 24 day of December, 1999, by Timothy Walters. Such person(s) (Notary Public must check applicable box):

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

(NOTARY PUBLIC SEAL)

Carma R. Burton
Notary Public Signature

(Printed, Typed or Stamped Name of Notary Public)

Commission Number:
My Commission expires:

Carma R. Burton
Notary Public, State of Florida
Commission No. CC 597886
My Commission Exp. 10/31/2000
1-800-3-NOTARY - Fla. Notary Service & Bonding Co.

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 24 day of December, 1999, by Janine Sadkin. Such person(s) (Notary Public must check applicable box):

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

(NOTARY PUBLIC SEAL)

Carma R. Burton
Notary Public Signature

(Printed, Typed or Stamped Name of Notary Public)

Commission Number:
My Commission Expires:

Carma R, Burton
Notary Public, State of Florida
Commission No. CC 597886
My Commission Exp. 10/31/2000
1-800-3-NOTARY - Fla. Notary Service & Bonding Co.

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

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

(WITH FLORIDA MODIFICATIONS)

10 2010 106 00002585

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.

Approved
Post Closing

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

CHICAGO TITLE INSURANCE COMPANY
By:

John Rau
President

By:

Thomas J Edams
Secretary

CHICAGO TITLE INSURANCE COMPANY CORPORATE SEAL

CHICAGO TITLE INSURANCE COMPANY
OWNERS FORM

SCHEDULE A

Office File Number: DEP-8709

Policy Number: 10 2010 106 00002585

Date of Policy: February 14, 2000 at 3:03 pm

Amount of Insurance: $2,850.00

1. Name of Insured:

   BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, by instrument recorded in O.R. Book 2641, Page 0447, 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 East 75 feet of the West 150 feet of Tract 26, GOLDEN GATE ESTATES, Unit No. 124, according to the plat thereof as recorded in Plat Book 5, page 41, 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 00002585

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

General Exceptions:

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

2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.

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

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

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

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

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

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

8. Conditions, restrictions and limitations together with easements reserved for public utility purposes as shown on the plat thereof, as recorded in Plat Book 5, Page 41, Public Records of Collier County, Florida.

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

Countersigned

Hedley Irwe

Authorized Signatory

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

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

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Department of
Environmental Protection

Jeb Bush
Governor

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

David B. Struhs
Secretary

February 8, 2000

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

RE: Southern Golden Gate Estates Lawsuit Settlement Agreement
Batches 221-228, Closing Packages

Dear Comptroller Milligan:

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

PAYEE	CONTRACT NUMBER	REVIEW NUMBER	PROJECT NUMBER	TOTAL AMOUNT
First Title & Abstract FEID #59-2732938	**S-8994 through S-9052**	**989583**	**00591**	**$ 363,967.20**

Funding Breakdown

Org Code	EO	Fund	Category	Project#
3710 2100 000	8V	332008	084108-98	00591

This warrant is needed by 5:00 PM, February 9, 2000.

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

Sincerely,

Lynda L. Chappelle
acting for E. F. Kuester III, Chief
Bureau of Land Acquisition

EFK:rah

cc: Robert A. Hicks Judy Booth

BATCH 223

GOLDEN GATE LAWSUIT- CLOSING DATE 02/10/00

Seller	Tax I.D.	DEP File #	Purchase Price	Closing Costs	Total Costs	Acres
Dietzzman/Walters/Sadkin	43542240000	8709	$2,850.00	$196.80	$3,046.80	1.14
Kitzmiller, Lorraine E. et al	43436320007	8663	$2,925.00	$204.00	$3,129.00	1.17
Hunter, Ted. M.	42976960009	8182	$3,420.00	$196.50	$3,616.50	1.14
Fambrough/Bendinger	42677560009	7764	$3,420.00	$201.00	$3,621.00	1.14
Paterson William et al	42860920003	8039	$3,420.00	$201.00	$3,621.00	1.14
Sparks, Rita J.	42741560003	7874	$3,420.00	$196.50	$3,616.50	1.14
Holland, Marilyn L.	42680600008	7786	$3,510.00	$197.20	$3,707.20	1.17
Jensen, Bonnie Patricia Good	42973920000	8165	$3,510.00	$197.20	$3,707.20	1.17
Sparks, Rita J.	45290160003	10395	$4,400.00	$202.80	$4,602.80	4.4
TOTALS			$30,875.00	$1,793.00	$32,668.00	13.61

I verify the appraisal amount matches the contract, closing statement

Judy Booth
02/02/00