Name: Dunn Title Company

Address: 4700 Tamiami Trail N. Ste. 6
Naples, Florida 33940

This Instrument Prepared by:
Dunn Title Company
Address: 4700 Tamiami Trail N. Ste. 6
Naples, Florida 33940

Property Appraisers Parcel Identification(Folio Number(s)):
00194920009

Grantee(s) S.S.#(s)
- - / - -

WARRANTY DEED
INDIVID. TO INDIVID.

*** 2086923 OR: 2216 PG: 0252 ***

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
08/09/96 at 01:57PM DWIGHT B. BROCK, CLERK

CONS	60000.00
REC FEE	6.00
DOC-.70	420.00

Rtn:
DUNN TITLE
PICK UP

SPACE ABOVE THIS LINE FOR PROCESSING DATA — SPACE ABOVE THIS LINE IS FOR PROCESSING DATA

Record & Return To: DUNN TITLE 4700 Tamiami Trail N #6 Naples FL 33940

95-2356A.

This Warranty Deed, *made the* 3rd *day of* August , *19* 96 , *by* FRANCES VIESTA AND MAMIE COLACURCIO *hereinafter called the Grantor, to* ROYAL PALM NURSERY, A FLORIDA GENERAL PARTNERSHIP , *whose post office address is* 4273 29TH PLACE SW, NAPLES, FLORIDA 34116 , *hereinafter called the Grantee*

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, *That the Grantor, for and in consideration of the sum of $* 10.00 *and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in* COLLIER *County, State of* FLORIDA *viz:*

The West 1/2 of the SW 1/4 of the NE 1/4 of the NW 1/4 of Section 28, Township 48 South, Range 26 East, lying and being in the County of Collier and State of Florida.

* THE GRANTORS HEREBY WARRANT AND REPRESENT THAT THE ABOVE DESCRIBED PROPERTY IS NOT, NOR HAS IT EVER BEEN, NOR IS IT CONTIGUOUS TO ANY OF THEIR HOMESTEAD PROPERTY, THAT THE ABOVE DESCRIBED PROPERTY IS, IN FACT, VACANT LAND.

Together, *with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.*

To Have and to Hold. *the same in fee simple forever.*

And *the Grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accuring subsequent to December 31 , 1995 .*

In Witness Whereof, *the said Grantor has signed and sealed these presents the day and year first above written.*

Signed, sealed and delivered in the presence of:

Witness Signature(as to first Grantor)
Printed Name
Witness Signature(as to first Grantor)
Printed Name
Witness Signature(as to Co-Grantor, if any)
Printed Name
Witness Signature(as to Co-Grantor, if any)
Printed Name

Grantor Signature
FRANCES VIESTA
Printed Name
Post Office Address
37 DILL ROAD, FAIRFIELD, CT 06430

Co-Grantor Signature, if any
MAMIE COLACURCIO
Printed Name
Post Office Address
37 DILL ROAD, FAIRFIELD, CT 06430

STATE OF CONNECTICUT)
COUNTY OF Fairfield)

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared

FRANCES VIESTA AND MAMIE COLACURCIO

known to me to be the persons described in and who executed the foregoing instrument, who acknowleged before me that they executed the same, and an oath was not taken (check one) ☐ Said person(s) is/are personally known to me. ☑ Said person(s) provided the following type of identification: CDL 03696 Exp 3/96 (Frances) CDL 05750760 3/26/97 (Mamie)

NOTARY RUBBER STAMP SEAL

Witness my hand and official seal in County and State last aforesais this 3rd day of August , A.D. 19 96

Notary Signature

VIOLET L. STRANO
NOTARY PUBLIC
Printed Notary Signature
MY COMMISSION EXPIRES JUNE 30, 2001

06
18
93

2606723 OR: 2651 PG: 2615
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
03/15/2000 at 01:13PM DWIGHT B. BROCK, CLERK
REC FEE 10.50
DOC-.70 .70

Retn:
BROAD & CASSEL
390 N ORANGE AVE #1100
ORLANDO FL 32801

For Recording Purposes Only

Prepared by and Return to:

Anthony W. Palma, Esq.
Broad and Cassel
NationsBank Center
P.O. Box 4961
Orlando, Florida 32802-4961

WARRANTY DEED

THIS WARRANTY DEED, made and executed this 8th day of March, 2000, by Thomas J. Cleary, a married man, hereinafter called the "Grantor", to Thomas John Cleary a/k/a Thomas J. Cleary, Trustee of the Thomas John Cleary Family Trust dated February 17, 2000, an unrecorded trust, with full power and authority to protect and conserve and to sell, lease, encumber or otherwise manage and dispose of the real property described herein, whose address is 2201 Merritt Park Drive, Orlando, Florida 32803, hereinafter called the "Grantee":

[Wherever used herein, the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.]

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, **an undivided one-half (1/2) interest in** all that certain land situate in Collier County, Florida, to-wit:

The West half (W ½) of the Northwest quarter (NW ¼) of the Northeast quarter (NE ¼) of the Northwest quarter (NW ¼) of Section 28, Township 48 South, Range 26 East, Collier County, Florida.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except:

1) Taxes accruing subsequent to December 31, 1999; and

2) Easements and restrictions of record, but reference thereto shall not serve to reimpose same.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Print Name: Anthony W. Palmer

Print Name: Helen Brock Ford

Thomas J. Cleary (SEAL)
2201 Merritt Park Drive
Orlando, Florida 32803

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 8th day of March, 2000, by Thomas J. Cleary, a married man, who is personally known to me.

NOTARY PUBLIC
State of Florida
My Commission expires:
[Print, type or stamp name of Notary]

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

HELEN BROCK FORD
MY COMMISSION # CC 720887
EXPIRES: April 12, 2002
Bonded Thru Notary Public Underwriters

5X

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT
IN AND FOR COLLIER COUNTY, FLORIDA
CIVIL ACTION

2719735 OR: 2748 PG: 3354
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
11/30/2000 at 11:20AM DWIGHT B. BROCK, CLERK
REC FEE 24.00

Retn:
CIVIL

COLLIER COUNTY, FLORIDA, a political subdivision of the State of Florida,

Petitioner,

Case No.: 99-2165-CA

Parcel Nos.: 117 & 717

vs.

FAITH BIBLE CHURCH OF NAPLES, INC., et al.,

Respondents.
_____/

FILED
COLLIER COUNTY, FLORIDA
2000 NOV 21 PM 4:16
CLERK - COURTS
BY _____ D.C.

STIPULATED FINAL JUDGMENT

THIS CAUSE having come before the Court upon Joint Motion made by Petitioner, by and through its undersigned counsel, and Respondents, RAYMOND J. CLEARY, JR. and THOMAS J. CLEARY, by and through their undersigned counsel, for entry of a Stipulated Final Judgment as to Parcel Nos. 117 and 717, and it appearing to the Court that the parties are authorized to make such Motion, the Court finding that the compensation to be paid by Petitioner is the full compensation due the Respondents, RAYMOND J. CLEARY, JR. and THOMAS J. CLEARY, and the Court being otherwise fully advised in the premises thereof, it is thereupon

ORDERED AND ADJUDGED that Respondents, RAYMOND J. CLEARY, JR., and THOMAS J. CLEARY, have and recover from Petitioner, COLLIER COUNTY, FLORIDA, the sum of **Twenty-five Thousand Dollars and No/100 ($25,000.00)** for Parcel Nos. 117 and 717 as full payment for the property interests taken and for damages resulting to the remainder, if less than

the entire property was taken, business damages, and for all other damages in connection with said parcel; it is further

ORDERED that upon development of Parcel Nos. 117 and 717, if Petitioner requires Respondents, pursuant to Section 104.2.1.d of County Ordinance No. 98-76, as amended, or its successor provision, to place fill on Respondents' parent tract or otherwise increase the finished floor elevation of the parent tract as a result of the four-laning of Immokalee Road from I-75 to CR951 and the resulting finished elevation of Immokalee Road, then Collier County shall compensate Respondents for their actual costs up to $36,000.00.

ORDERED that the Petitioner shall construct the turnout for the 24 foot drive known as John Michaels Road centered along the property line between the Respondents' property and the property immediately adjacent to the Respondents' property to the west, as further consideration for this Stipulated Final Judgment in connection with the above styled cause of action as it relates to Parcel Nos. 117 and 717; and it is further

ORDERED that the setbacks for the remainder property are appropriately reduced by the taking of Parcel 117 pursuant to Section 2.1.13 of the Collier County Land Development Code; and it is further

ORDERED that if Respondents, Raymond J. Cleary, Jr. and Thomas J. Cleary, are entitled to construct a dwelling unit on the parent tract, then Respondents may construct a dwelling unit on the remainder tract pursuant to Section 2.1.13 of the Collier County Land Development Code; and it is further

ORDERED that Respondents, RAYMOND J. CLEARY, JR. and THOMAS J. CLEARY, receive from Petitioner as a reasonable attorney fee in the sum of Five Thousand and No/100

Dollars ($5,000.00). No other attorney fees or costs shall be awarded in connection with the above-styled cause of action as it relates to Parcel Nos. 117 and 717; and it is further

ORDERED that the Petitioner, COLLIER COUNTY, FLORIDA, shall deposit an additional Twelve Thousand Eight Hundred Fifty and No/100 Dollars ($12,850.00), subject to the approval of the Board of County Commissioners, into the registry of this Court within 30 days of the date of this Stipulated Final Judgment; and it is further

ORDERED that the Clerk of this Court shall disburse the total amount of Twenty Five Thousand and No/100 Dollars ($25,000.00) to Timothy W. Ferguson Trust Account, c/o Timothy W. Ferguson, Esquire, 2272 Airport Road South, Suite 210, Naples, FL 34112, less any amounts previously paid for the benefit of Respondents, RAYMOND J. CLEARY, JR. and THOMAS J. CLEARY; and it is further

ORDERED that the Clerk of this Court shall disburse the sum of Five Thousand and No/100 Dollars ($5,000.00), being the Respondents' attorney fees to Timothy W. Ferguson, Esq., 2272 Airport Road South, Suite 210, Naples, Florida 34112; it is further

ORDERED that title to Parcel No. 117 (fee simple) and Parcel No. 717 (temporary construction easement) being fully described in Exhibit "A" attached hereto and incorporated herein, which vested in Petitioner pursuant to the Order of Taking dated August 27, 1999, and the deposit of money heretofore made, is approved, ratified, and confirmed; it is further

ORDERED that the Notice of Lis Pendens filed in the above-styled cause and recorded in Official Record Book 2566, Page 2536 of the Public Records of Collier County, Florida be dismissed as to Parcel Nos. 117 and 717; it is therefor

DONE AND ORDERED in Chambers at Naples, Collier County, Florida, this 21 day of Nov, 2000.

Circuit Court Judge

Conformed copies to:
Heidi F. Ashton, Esq.
Timothy W. Ferguson, Esq.
Vincent Murphy, Esq.
Bookkeeping
Pam/Pat Colletta
11/27 cm

JOINT MOTION FOR STIPULATED FINAL JUDGMENT

The Petitioner, through its undersigned counsel, and Respondents, RAYMOND J. CLEARY, JR., and THOMAS J. CLEARY, through their undersigned counsel, hereby stipulate and respectfully request this Court to enter the foregoing Stipulated Final Judgment.

Dated: 11.14.00

TIMOTHY W. FERGUSON, ESQ.
Florida Bar No. 906905
2272 Airport Road South
Suite 210
Naples, Florida 34112
(941) 774-4411 – Telephone
(941) 775-3706 - Facsimile
Attorney for Respondents

Dated: 11-14-00

HEIDI F. ASHTON, ESQ.
Florida Bar No. 0966770
County Attorney's Office
Harmon Turner Building
3301 East Tamiami Trail
Naples, Florida 34112
(941) 774-8400 - Telephone
(941) 774-0225 - Facsimile
Attorney for Petitioner

PUBLIC WORKS ENGINEERING DEPARTMENT

3301 EAST TAMIAMI TRAIL NAPLES, FLORIDA 34112
(941) 774-8192

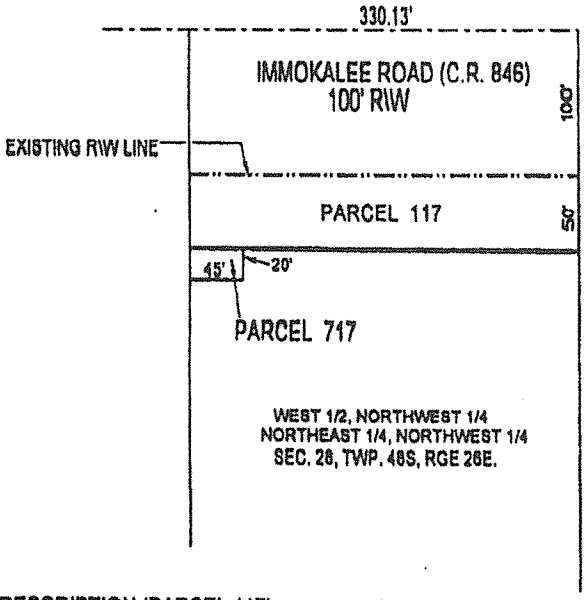
SKETCH OF DESCRIPTION

NOT A SURVEY

PROJECT NO.....69101

PARCEL NOS.....117 & 717

FOLIO NO....00135080003.....



*** OR: 2748 PG: 3358 ***

DESCRIPTION (PARCEL 117) fee simple title

THE SOUTH FIFTY (50') FEET OF THE NORTH 150 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA.
CONTAINING 16,507 SQUARE FEET OR .379 ACRES

DESCRIPTION (PARCEL 717) temporary construction easement

THE SOUTH TWENTY (20') FEET OF THE NORTH 170 FEET OF THE WEST FORTY FIVE (45') OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 48 SOUTH, RANGE 26EAST, COLLIER COUNTY, FLORIDA.
CONTAINING 900 SQUARE FEET OR .021 ACRES

EXHIBIT
A
Page 15 of 24

GENERAL NOTES

1) P.O.C. = POINT OF COMMENCEMENT
2) P.O.B. = POINT OF BEGINNING
3) SEC. = SECTION
4) TWP. = TOWNSHIP
5) RGE. = RANGE
6) R/W = RIGHT OF WAY
7) ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF
8) NOT VALID UNLESS SIGNED AND SEALED WITH THE EMBOSSED SEAL OF A PROFESSIONAL LAND SURVEYOR

PREPARED BY: ..... DATE 4/15/99

GEORGE R. RICHMOND
PROFESSIONAL LAND SURVEYOR-FL. REG. # 2408
PUBLIC WORKS ENGINEERING DEPT.
COLLIER COUNTY GOVERNMENT COMPLEX
3301 EAST TAMIAMI TRAIL
NAPLES, FLORIDA 34112

DRAWN BY	CHECKED BY	SCALE	DATE	FILE NO.

NAPLES, FLORIDA 34116

CLEARY

Fax

To: Sharon From: RAY CLEARY

Fax: 947-0375 Pages: 5

Phone: Date: 10-17-16

Re: CC:

☐ Urgent ☑ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

• Comments: Sharon,
These are docs from closing on the back 5 ac. in the name of Royal Palm Nursery Tom and my name signed and notorized

Thanks

RJ Cleary

DUNN TITLE COMPANY

TITLE AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned authority, personally appeared THOMAS J. CLEARY, JR., AS GENERAL PARTNER OF ROYAL PALM NURSERY, A FLORIDA GENERAL PARTNERSHIP who, being duly sworn according to law, deposes and says as follows (as used in this Affidavit, the term "Affiant" shall include all parties executing this Affidavit):

1. That Affiant
a. Has agreed to purchase from FRANCES VIESTA AND MAMIE COLACURCIO (Seller), and
b. Will execute a mortgage to FIRST NATIONAL BANK OF NAPLES, encumbering, the following described property in the County of COLLIER, State of Florida:

The West 1/2 of the SW 1/4 of the NE 1/4 of the NW 1/4 of Section 28, Township 48 South, Range 26 East, lying and being in the County of Collier and State of Florida.

2. That, to the knowledge of Affiant, there are no parties who have any interest in said property other than Seller and there are no facts known to affiant which could give rise to a claim being asserted against said property.

3. Affiant has not entered into any agreement, contract, commitment or option for the sale, lease, or mortgage of the property, or any agreement, contract commitment or option which otherwise affects said property.

4. That , to the knowledge of Affiant, there are no taxes, liens or assessments which are due or about to become due or which have attached or could attach to said property, except: Taxes accruing subsequent to the current year.

5. That there are no judgments or liens of any nature affecting Affiant which could constitute a charge or lien against said property.

6. That to the knowledge of Affiant there are no judgments, mortgages, encumbrances or liens of any nature affecting said property.

7. That Affiant is a citizen of the United States, of legal age, under no legal disabilities and has never been known by any name other than as shown above.

8. That Affiant(s) is/are N/A married N/A unmarried.

9. That, if title to said property is being acquired by a corporation, partnership or trust, such corporation, partnership or trust is in good standing under all applicable laws and the purchase or mortgage of said property by said corporation, partnership or trust is pursuant to proper authority.

10. That there are no actions or proceedings now pending in any State or Federal Court to which the Affiant is a party including, but not limited to, proceeding in bankruptcy, receivership or insolvency.

11. That, to the knowledge of Affiant, there have been no improvements, repairs, additions or alteration performed upon said property within the past 90 days. That Affiant has not entered into any agreement or contract with any party for the furnishing of any labor, services or material in connection with any improvements, repairs, additions or alterations within the

referenced time period; and that there are no parties who have any claim or right to a lien for services, labor or material in connection with any improvements, repairs, additions or alterations to said property.

12. That, to the knowledge of Affiant, the commitment of Dunn Title Company under File No. 95-2356A correctly and accurately reflects the status of the title to said property.

13. That Affiant is aware that any funds held for the disposition of title matters, exceptions raised to insure said title or for the Company's protection will be held without the payment of interest. Any other income arising from the fund shall be the property of the Company.

Affiant recognizes that Dunn Title Company will rely on the statements in this Affidavit and Affiant makes this Affidavit for the purposes of inducing Dunn Title Company to issue its policy or policies of title insurance in the above referenced transaction.

SWORN TO AND SUBSCRIBED before me

this 2 day of AUGUST, 1996.

Proof of Identity Provided:

(Personally Known)

ROYAL PALM NURSERY, A FLORIDA GENERAL PARTNERSHIP

BY: Thomas J. Cleary

THOMAS J. CLEARY, GENERAL PARTNER

Sonja L Ruiz

Notary Signature

SONJA L RUIZ

Printed Notary Name

My Commission Expires: May 25, 1997

Seal:

OFFICIAL SEAL
SONJA L. RUIZ
My Commission Expires
May 25, 1997
Comm. No. CC 281249

DUNN TITLE COMPANY

TITLE AFFIDAVIT

STATE OF FLORIDA
COUNTY OF COLLIER

Before me, the undersigned authority, personally appeared **RAYMOND J. CLEARY, JR., AS GENERAL PARTNER OF ROYAL PALM NURSERY, A FLORIDA GENERAL PARTNERSHIP** who, being duly sworn according to law, deposes and says as follows (as used in this Affidavit, the term "Affiant" shall include all parties executing this Affidavit):

1. That Affiant
a. Has agreed to purchase from **FRANCES VIESTA AND MAMIE COLACURCIO** (Seller), and
b. Will execute a mortgage to **FIRST NATIONAL BANK OF NAPLES**, encumbering, the following described property in the County of **COLLIER**, State of Florida:

The West 1/2 of the SW 1/4 of the NE 1/4 of the NW 1/4 of Section 28, Township 48 South, Range 26 East, lying and being in the County of Collier and State of Florida.

2. That, to the knowledge of Affiant, there are no parties who have any interest in said property other than Seller and there are no facts known to affiant which could give rise to a claim being asserted against said property.

3. Affiant has not entered into any agreement, contract, commitment or option for the sale, lease, or mortgage of the property, or any agreement, contract commitment or option which otherwise affects said property.

4. That , to the knowledge of Affiant, there are no taxes, liens or assessments which are due or about to become due or which have attached or could attach to said property, except: Taxes accruing subsequent to the current year.

5. That there are no judgments or liens of any nature affecting Affiant which could constitute a charge or lien against said property.

6. That to the knowledge of Affiant there are no judgments, mortgages, encumbrances or liens of any nature affecting said property.

7. That Affiant is a citizen of the United States, of legal age, under no legal disabilities and has never been known by any name other than as shown above.

8. That Affiant(s) is/are **N/A** married **N/A** unmarried.

9. That, if title to said property is being acquired by a corporation, partnership or trust, such corporation, partnership or trust is in good standing under all applicable laws and the purchase or mortgage of said property by said corporation, partnership or trust is pursuant to proper authority.

10. That there are no actions or proceedings now pending in any State or Federal Court to which the Affiant is a party including, but not limited to, proceeding in bankruptcy, receivership or insolvency.

11. That, to the knowledge of Affiant, there have been no improvements, repairs, additions or alteration performed upon said property within the past 90 days. That Affiant has not entered into any agreement or contract with any party for the furnishing of any labor, services or material in connection with any improvements, repairs, additions or alterations within the

referenced time period; and that there are no parties who have any claim or right to a lien for services, labor or material in connection with any improvements, repairs, additions or alterations to said property.

12. That, to the knowledge of Affiant, the commitment of Dunn Title Company under File No. **95-2356A** correctly and accurately reflects the status of the title to said property.

13. That Affiant is aware that any funds held for the disposition of title matters, exceptions raised to insure said title or for the Company's protection will be held without the payment of interest. Any other income arising from the fund shall be the property of the Company.

Affiant recognizes that Dunn Title Company will rely on the statements in this Affidavit and Affiant makes this Affidavit for the purposes of inducing Dunn Title Company to issue its policy or policies of title insurance in the above referenced transaction.

SWORN TO AND SUBSCRIBED before me

this 8th day of **AUGUST**, 1996.

Proof of Identity Provided:

valid Driver's License

ROYAL PALM NURSERY, A FLORIDA GENERAL PARTNERSHIP

BY: Raymond J. Cleary Jr.

RAYMOND J. CLEARY, JR., GENERAL PARTNER

Notary Signature

Printed Notary Name

My Commission Expires:

Seal:

NOTARY PUBLIC STATE OF FLORIDA
LISA M. BARON
COMMISSION # CC 310021
EXPIRES AUG 19, 1997
Atlantic Bonding Co., Inc.
800-732-2245